



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 23 DECEMBER 2021

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All instruments appearing in this gazette are to be considered official, and obeyed as such

GOVERNOR'S INSTRUMENTS

APPOINTMENTS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint Justin Peter Wickens as a Magistrate commencing on 6 January 2022 - pursuant to section 5 of the Magistrates Act 1983.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0201-21CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint Edward Paul Stratton-Smith as a Magistrate commencing on 17 January 2022 - pursuant to section 5 of the Magistrates Act 1983.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0201-21CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Adelaide Festival Centre Trust, pursuant to the provisions of the Adelaide Festival Centre Trust Act 1971:

Member: from 21 January 2022 until 20 January 2025
Bruce James Carter

Presiding Member: from 21 January 2022 until 8 September 2024
Hieu Van Le

By command,

STEVEN SPENCE MARSHALL
Premier

DPC21/083CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the State Bushfire Coordination Committee, pursuant to the provisions of the Fire and Emergency Services Act 2005:

Member: from 23 December 2021 until 13 November 2023
Troy Alexander Fountain

Deputy Member: from 23 December 2021 until 13 November 2023
Rhiannon Kate Hardy (Deputy to Fountain)

By command,

STEVEN SPENCE MARSHALL
Premier

21EMS0005CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Police Disciplinary Tribunal, pursuant to the provisions of the Police Complaints and Discipline Act 2016:

Panel Member: from 6 January 2022 until 28 April 2023
Justin Peter Wickens

Panel Member: from 17 January 2022 until 28 April 2023
Edward Paul Stratton-Smith

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0201-21CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Protective Security Officers Disciplinary Tribunal, pursuant to the provisions of the Protective Security Act 2007:

Panel Member: from 6 January 2022 until 28 April 2023
Justin Peter Wickens

Panel Member: from 17 January 2022 until 28 April 2023
Edward Paul Stratton-Smith

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0201-21CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint Michael Thomas Boylan QC as the Judicial Conduct Commissioner for a term of three years commencing on 7 January 2022 and expiring on 6 January 2025 - pursuant to section 7 of the Judicial Conduct Commissioner Act 2015.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0202-21CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint Anne Elizabeth Lindsay to the position of Principal Registrar of the South Australian Civil and Administrative Tribunal for a term of three years commencing on 28 March 2022 and expiring on 27 March 2025 - pursuant to the provisions of the South Australian Civil and Administrative Tribunal Act 2013.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0199-21CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint Lauren Ashleigh Messmer, Joanne Margaret Battersby, Tristan Luke Colmer, Timothy Francis John Fitzgerald and Wayne Nicholas Mackay to the office of Official Visitor for a term of three years commencing on 19 January 2022 and expiring on 18 January 2025 - pursuant to section 20(1) of the Correctional Services Act 1982.

By command,

STEVEN SPENCE MARSHALL
Premier

21COR0006CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has revoked the appointment of Ruth Mackenzie Ambler and Alistair David Coombe as Clerks of Executive Council effective from 23 December 2021 - pursuant to the Letters Patent, section 68 of the Constitution Act 1934 and section 36 of the Acts Interpretation Act 1915.

By command,

STEVEN SPENCE MARSHALL
Premier

DPC21/105CS

Department of the Premier and Cabinet
Adelaide, 23 December 2021

Her Excellency the Governor in Executive Council has been pleased to appoint Alison Ellen Lloyd-Wright, Robyn Sonya Green, Gareth James Butler and Leigh Dillon Todd as Clerks of Executive Council commencing on 23 December 2021 - pursuant to the Letters Patent and section 68 of the Constitution Act 1934.

By command,

STEVEN SPENCE MARSHALL
Premier

DPC21/105CS

PROCLAMATIONS

South Australia

Correctional Services (Accountability and Other Measures) Amendment Act (Commencement) Proclamation 2021

1—Short title

This proclamation may be cited as the *Correctional Services (Accountability and Other Measures) Amendment Act (Commencement) Proclamation 2021*.

2—Commencement of suspended provisions

The following provisions of the *Correctional Services (Accountability and Other Measures) Amendment Act 2021* (No 12 of 2021) come into operation on 19 January 2022:

- (a) section 5;
- (b) section 9;
- (c) section 11;
- (d) section 12(3);
- (e) Schedule 1 clause 2.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Firearms (Miscellaneous) Amendment Act (Commencement) Proclamation 2021

1—Short title

This proclamation may be cited as the *Firearms (Miscellaneous) Amendment Act (Commencement) Proclamation 2021*.

2—Commencement of Act

The *Firearms (Miscellaneous) Amendment Act 2021* (No 44 of 2021) comes into operation on 24 December 2021.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Legislation Interpretation Act (Commencement) Proclamation 2021

1—Short title

This proclamation may be cited as the *Legislation Interpretation Act (Commencement) Proclamation 2021*.

2—Commencement of Act

The *Legislation Interpretation Act 2021* (No 36 of 2021) comes into operation on 1 January 2022.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Statutes Amendment (Local Government Review) Act (Commencement) Proclamation 2021

1—Short title

This proclamation may be cited as the *Statutes Amendment (Local Government Review) Act (Commencement) Proclamation 2021*.

2—Commencement of suspended provisions

- (1) The following provisions of the *Statutes Amendment (Local Government Review) Act 2021* (No 26 of 2021) come into operation on 6 January 2022:
 - (a) section 79(3) to (5) (inclusive);
 - (b) section 80(3) to (5) (inclusive) and (7);
 - (c) section 82, but only insofar as it designates the current content of section 125 of the *Local Government Act 1999* as subsection (1) and inserts subsection (2) into that section;
 - (d) section 87(3);
 - (e) section 90(1);
 - (f) section 95;
 - (g) section 98;

- (h) section 126, but only insofar as it inserts the following into the *Local Government Act 1999*:
 - (i) the heading to Chapter 13 Part A1;
 - (ii) the heading to Chapter 13 Part A1 Division 2;
 - (iii) the heading to Chapter 13 Part A1 Division 2 Subdivision 2;
 - (iv) section 262F heading and (3) to (6) (inclusive).
- (2) Section 79(2) and (8) of the Act come into operation on 30 April 2022.
- (3) The following provisions of the Act come into operation on 30 June 2022:
 - (a) sections 8 and 9;
 - (b) section 17;
 - (c) section 55;
 - (d) section 147(1) to (3) (inclusive).
- (4) Section 79(1) of the Act comes into operation on 30 June 2023.
- (5) The following provisions of the Act come into operation on 31 August 2023:
 - (a) section 5(9);
 - (b) section 93;
 - (c) section 94(1).
- (6) The following provisions of the Act come into operation on 30 November 2023:
 - (a) section 5(8);
 - (b) section 59;
 - (c) section 81;
 - (d) section 82, but only insofar as it inserts subsection (3) into section 125 of the *Local Government Act 1999*;
 - (e) sections 83 to 85 (inclusive);
 - (f) section 87(1) and (2);
 - (g) section 88(3);
 - (h) section 89;
 - (i) section 141(3) and (6);
 - (j) section 195.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Administrative Arrangements (Administration of Legislation Interpretation Act) Proclamation 2021

under section 5 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Administration of Legislation Interpretation Act) Proclamation 2021*.

2—Commencement

This proclamation comes into operation on 1 January 2022.

3—Administration of Act committed to Attorney-General

The administration of the *Legislation Interpretation Act 2021* is committed to the Attorney-General.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Administrative Arrangements (Administration of Recreational Greenways Act) Proclamation 2021

under section 5 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Administration of Recreational Greenways Act) Proclamation 2021*.

2—Commencement

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

3—Administration of Act committed to Minister for Environment and Water

The administration of the *Recreational Greenways Act 2000* is committed to the Minister for Environment and Water.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Administrative Arrangements (Reference to Minister) Proclamation 2021

under section 8 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Reference to Minister) Proclamation 2021*.

2—Commencement

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

3—Interpretative provision

A reference to the Minister responsible for the administration of the *Recreational Greenways Act 2000* in the definition of *prescribed Minister* in section 73A(7) of the *Gaming Machines Act 1992* will have effect as if it were a reference to the Minister for Recreation, Sport and Racing.

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

South Australian Civil and Administrative Tribunal (Designation of Magistrate as Member of Tribunal) Proclamation 2021

under section 18 of the *South Australian Civil and Administrative Tribunal Act 2013*

1—Short title

This proclamation may be cited as the *South Australian Civil and Administrative Tribunal (Designation of Magistrate as Member of Tribunal) Proclamation 2021*.

2—Commencement

This proclamation comes into operation on 17 January 2022.

3—Designation of magistrate as member of Tribunal

The following magistrate holding office under the *Magistrates Act 1983* is designated as a member of the South Australian Civil and Administrative Tribunal:

Edward Paul Stratton-Smith

Made by the Governor

on the recommendation of the Minister for Planning and Local Government (exercising the powers and functions of the Attorney-General) after consultation by the Minister with the President of the South Australian Civil and Administrative Tribunal and by the Attorney-General with the Chief Magistrate and with the advice and consent of the Executive Council
on 23 December 2021

South Australia

South Australian Civil and Administrative Tribunal (Designation of Magistrate as Member of Tribunal) Proclamation 2021

under section 18 of the *South Australian Civil and Administrative Tribunal Act 2013*

1—Short title

This proclamation may be cited as the *South Australian Civil and Administrative Tribunal (Designation of Magistrate as Member of Tribunal) Proclamation 2021*.

2—Commencement

This proclamation comes into operation on 6 January 2022.

3—Designation of magistrate as member of Tribunal

The following magistrate holding office under the *Magistrates Act 1983* is designated as a member of the South Australian Civil and Administrative Tribunal:

Justin Peter Wickens

Made by the Governor

on the recommendation of the Minister for Planning and Local Government (exercising the powers and functions of the Attorney-General) after consultation by the Minister with the President of the South Australian Civil and Administrative Tribunal and by the Attorney-General with the Chief Magistrate and with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Youth Court (Designation and Classification of Magistrate) (Ancillary Judiciary) Proclamation 2021

under section 9 of the *Youth Court Act 1993*

1—Short title

This proclamation may be cited as the *Youth Court (Designation and Classification of Magistrate) (Ancillary Judiciary) Proclamation 2021*.

2—Commencement

This proclamation comes into operation on 17 January 2022.

3—Designation and classification of magistrate

The magistrate named in Schedule 1 is—

- (a) designated as a magistrate of the Youth Court of South Australia; and
- (b) classified as a member of the Court's ancillary judiciary.

Schedule 1—Magistrate of the Court

Edward Paul Stratton-Smith

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

South Australia

Youth Court (Designation and Classification of Magistrate) (Ancillary Judiciary) Proclamation 2021

under section 9 of the *Youth Court Act 1993*

1—Short title

This proclamation may be cited as the *Youth Court (Designation and Classification of Magistrate) (Ancillary Judiciary) Proclamation 2021*.

2—Commencement

This proclamation comes into operation on 6 January 2022.

3—Designation and classification of magistrate

The magistrate named in Schedule 1 is—

- (a) designated as a magistrate of the Youth Court of South Australia; and
- (b) classified as a member of the Court's ancillary judiciary.

Schedule 1—Magistrate of the Court

Justin Peter Wickens

Made by the Governor

with the advice and consent of the Executive Council
on 23 December 2021

REGULATIONS

South Australia

Legislation Interpretation Regulations 2021

under the *Legislation Interpretation Act 2021*

Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Prescribed meetings
- 5 Transitional provisions

Schedule 1—Repeal of regulations

- 1 Repeal of regulations
-

1—Short title

These regulations may be cited as the *Legislation Interpretation Regulations 2021*.

2—Commencement

These regulations come into operation on the day on which the *Legislation Interpretation Act 2021* comes into operation.

3—Interpretation

In these regulations—

Act means the *Legislation Interpretation Act 2021*.

4—Prescribed meetings

For the purposes of section 39(3) of the Act, the following meetings, and classes of meetings, are prescribed:

- (a) meetings of councils, council committees, subsidiaries of councils, and regional subsidiaries under the *Local Government Act 1999*;
- (b) meetings of electors convened under section 93 of the *Local Government Act 1999*;
- (c) meetings of the Stormwater Management Authority under Schedule 1A of the *Local Government Act 1999*;
- (d) meetings held for the purposes of public consultation referred to in section 123(4), 151(7) or 156(14d) of the *Local Government Act 1999*.

5—Transitional provisions

- (1) Pursuant to section 60(2)(c) of the Act, a note that—
- (a) immediately before the relevant day, was included in, but did not form part of, an Act or a legislative instrument published under the *Legislation Revision and Publication Act 2002* or the *Acts Republication Act 1967*; and
 - (b) —
 - (i) relates to the commencement, expiry, repeal or renumbering of an Act or a legislative instrument, or a provision of an Act or a legislative instrument; or
 - (ii) refers to an appendix of a kind referred to in section 19(2)(c) of the Act,
- will, on and from the relevant day, be taken to be described as an editorial note for the purposes of section 19(2) of the Act.
- (2) In this regulation—
- relevant day* means the day on which the Act comes into operation.

Schedule 1—Repeal of regulations

1—Repeal of regulations

The *Acts Interpretation (Audiovisual Meetings) Regulations 2021* are repealed.

Editorial note—

As required by section 10AA(2) of the *Legislative Instruments 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 23 December 2021

No 192 of 2021

South Australia

Legislation Revision and Publication (Legislation Interpretation) Amendment Regulations 2021

under the *Legislation Revision and Publication Act 2002*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement

Part 2—Amendment of *Legislation Revision and Publication Regulations 2017*

- 3 Amendment of regulation 4—Definition of legislation
 - 4 Insertion of regulation 7
 - 7 Evidence
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Legislation Revision and Publication (Legislation Interpretation) Amendment Regulations 2021*.

2—Commencement

These regulations come into operation on the day on which the *Legislation Interpretation Act 2021* comes into operation.

Part 2—Amendment of *Legislation Revision and Publication Regulations 2017*

3—Amendment of regulation 4—Definition of legislation

Regulation 4—before "instruments" insert:

legislative

4—Insertion of regulation 7

After regulation 6 insert:

7—Evidence

- (1) For the purposes of section 9(3) of the Act, the SA legislation website is prescribed.
- (2) In this regulation—

SA legislation website means the website with the URL of www.legislation.sa.gov.au or any other website established and maintained by the Office of Parliamentary Counsel for the purpose of providing public access to the legislation of South Australia.

Editorial note—

As required by section 10AA(2) of the *Legislative Instruments 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 23 December 2021

No 193 of 2021

South Australia

Local Government (Financial Management) (Review) Variation Regulations 2021

under the *Local Government Act 1999*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Local Government (Financial Management) Regulations 2011*

- 4 Variation of regulation 5—Long-term financial plans
 - 5 Variation of regulation 6—Annual business plans
 - 6 Insertion of regulation 10A
 - 10A Internal control policies
 - 7 Variation of heading to Part 5
 - 8 Variation of regulation 17—Membership of council audit and risk committee
 - 9 Insertion of regulations 17A and 17B
 - 17A Membership of regional audit and risk committee
 - 17B Requirement to liaise with council auditor
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Local Government (Financial Management) (Review) Variation Regulations 2021*.

2—Commencement

- (1) Subject to subregulations (2) and (3), these regulations come into operation on the day on which section 79(3) of the *Statutes Amendment (Local Government Review) Act 2021* comes into operation.
- (2) Regulation 4(2) comes into operation on the day on which section 79(2) of the *Statutes Amendment (Local Government Review) Act 2021* comes into operation.
- (3) Regulations 7 to 9 (inclusive) come into operation on the day on which section 84 of the *Statutes Amendment (Local Government Review) Act 2021* comes into operation.

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 *Local Government (Financial Management) Regulations 2011*

4—Variation of regulation 5—Long-term financial plans

- (1) Regulation 5(2)(b)—after "basis" insert:
 , including key assumptions,
- (2) Regulation 5—after subregulation (3) insert:
 - (4) The prescribed period for the purposes of section 122(1c) of the Act is 4 years.

5—Variation of regulation 6—Annual business plans

- (1) Regulation 6—after paragraph (e) insert:
 - (ea) a statement on the total expected revenue from general rates for the financial year compared to the total expected revenue from general rates for the previous financial year as set out in the annual business plan for that previous financial year (excluding rebates and remissions on rates that are not discretionary rebates or remissions);
 - (eb) a statement on the percentage change in the total expected revenue from general rates for the financial year compared to the total expected revenue from general rates for the previous financial year as set out in the annual business plan for that previous financial year (excluding rebates and remissions on rates that are not discretionary rebates or remissions);
 - (ec) if relevant, a statement on the average change in the expected rates for the financial year (expressed as a whole number of dollars) for each land use category declared as a permissible differentiating factor compared to the expected rates for each category for the previous financial year as set out in the annual business plan for that previous financial year;
- (2) Regulation 6—after its present contents as varied by this regulation (now to be designated as subregulation (1)) insert:
 - (2) If an annual business plan sets out a growth component in relation to general rates, it may only relate to growth in the number of rateable properties (and must not relate to growth in the value of rateable properties).

6—Insertion of regulation 10A

After regulation 10 insert:

10A—Internal control policies

For the purposes of section 125(2) of the Act, the policies, practices and procedures of internal financial control of a council must be in accordance with the *Better Practice Model—Internal Financial Controls*.

7—Variation of heading to Part 5

Heading to Part 5—delete "Audit" and substitute:

Council and regional audit and risk

8—Variation of regulation 17—Membership of council audit and risk committee

- (1) Regulation 17(1)—after "audit" insert:
and risk
- (2) Regulation 17(1)(b)—delete paragraph (b)

9—Insertion of regulations 17A and 17B

After regulation 17 insert:

17A—Membership of regional audit and risk committee

A regional audit and risk committee established by 2 or more councils—

- (a) must have between 3 and 5 members (inclusive); and
- (b) must not include, as a member, a constituent council's auditor under section 128 of the Act.

17B—Requirement to liaise with council auditor

For the purposes of sections 126(4)(e) and 126A(4)(e) of the Act—

- (a) a council audit and risk committee must liaise with the council's auditor by meeting with the auditor on at least 1 occasion each year on a confidential basis in circumstances where—
 - (i) a majority of the members of the committee are present; and
 - (ii) no members or employees of the council are present (other than members who are members of the committee); and
- (b) a regional audit and risk committee must liaise with the constituent councils' auditors by meeting with the auditors on at least 1 occasion each year on a confidential basis in circumstances where—
 - (i) a majority of the members of the committee are present; and
 - (ii) no members or employees of the constituent councils are present (other than members who are members of the committee).

Editorial 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

after consultation with the Local Government Association and with the advice and consent of the Executive Council
on 23 December 2021

No 194 of 2021

South Australia

Local Government (General) (Annual Reports) Variation Regulations 2021

under the *Local Government Act 1999*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Local Government (General) Regulations 2013*

- 4 Variation of regulation 35—Schedule 4—Annual reports
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Local Government (General) (Annual Reports) Variation Regulations 2021*.

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 *Local Government (General) Regulations 2013*

4—Variation of regulation 35—Schedule 4—Annual reports

Regulation 35(2)—delete subregulation (2) and substitute:

- (2) For the purposes of Schedule 4 clause 1(i) of the Act, the following material is prescribed:
 - (a) the report required under section 270(8) of the Act;
 - (b) a summary of the details (including the cost) of any interstate and international travel (excluding prescribed interstate travel) undertaken by members of the council during the relevant financial year funded in whole or in part by the council;
 - (c) a summary of the details (including the cost) of any interstate and international travel (excluding prescribed interstate travel) undertaken by employees of the council during the relevant financial year funded in whole or in part by the council;

- (d) a summary of the details (including the cost) of any gifts above the value of \$50 provided to members of the council during the relevant financial year funded in whole or in part by the council;
 - (e) a summary of the details (including the cost) of any gifts above the value of \$50 provided to employees of the council during the relevant financial year funded in whole or in part by the council;
 - (f) a statement of the total amount of expenditure incurred using credit cards provided by the council for use by members or employees of the council during the relevant financial year.
- (3) In this regulation—
- cost of travel*** includes accommodation costs and other costs and expenses associated with the travel;
- gift*** includes hospitality;
- prescribed interstate travel*** means—
- (a) travel by a member or employee (as the case may be) of a council the area of which shares a border with another State or a Territory of the Commonwealth if the travel is within that other State or that Territory and is in the course of ordinary business of the council; or
 - (b) travel of a kind included within the ambit of this definition by the Minister by notice in the Gazette.
- (4) For the purposes of the definition of ***prescribed interstate travel***, travel is taken not to be in the course of ordinary business of a council if the travel is for the purposes of a member or employee of the council attending a conference or training or development activities in another State or a Territory.
- (5) The Minister may, by subsequent notice in the Gazette, vary or revoke a notice under paragraph (b) of the definition of ***prescribed interstate travel***.

Editorial 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

after consultation with the Local Government Association and with the advice and consent of the Executive Council
on 23 December 2021

No 195 of 2021

South Australia

Local Government (Amendment of Schedule 4 of Act) Regulations 2021

under the *Local Government Act 1999*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Amendment provisions

Part 2—Amendment of *Local Government Act 1999*

- 4 Amendment of Schedule 4—Material to be included in the annual report of a council
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Local Government (Amendment of Schedule 4 of Act) Regulations 2021*.

2—Commencement

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

3—Amendment provisions

In these regulations, a provision under a heading referring to the amendment of a specified Act amends the Act so specified.

Part 2—Amendment of *Local Government Act 1999*

4—Amendment of Schedule 4—Material to be included in the annual report of a council

- (1) Schedule 4, item 1(h)(iii)—delete "next intends" and substitute:
is next required
- (2) Schedule 4, item 1(h)(iv)—delete subparagraph (iv)
- (3) Schedule 4, item 2(c) and (d)—delete paragraphs (c) and (d)

Editorial 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

after consultation with the Local Government Association and with the advice and consent of the Executive Council
on 23 December 2021

No 196 of 2021

South Australia

Local Government (Transitional Provisions) (Stage 2) Variation Regulations 2021

under the *Local Government Act 1999*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Local Government (Transitional Provisions) Regulations 2021*

- 4 Variation of regulation 8—General
 - 5 Insertion of regulation 11A
 - 11A Principal member of council
 - 6 Insertion of regulations 13 to 15
 - 13 Financial accountability
 - 14 Council audit and risk committees—membership
 - 15 Auditor
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Local Government (Transitional Provisions) (Stage 2) Variation Regulations 2021*.

2—Commencement

- (1) Subject to subregulation (2), these regulations come into operation on the day on which section 87(3) of the *Statutes Amendment (Local Government Review) Act 2021* comes into operation.
- (2) Regulation 5 comes into operation on the day on which section 17 of the *Statutes Amendment (Local Government Review) Act 2021* comes into operation.

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 *Local Government (Transitional Provisions) Regulations 2021*

4—Variation of regulation 8—General

Regulation 8—delete "section 92(5)" and substitute:
sections 12(7) and 92(5)

5—Insertion of regulation 11A

After regulation 11 insert:

11A—Principal member of council

- (1) In connection with section 147(2) and (3) of the Amendment Act, a council constituted on the basis that the principal member is to be chosen by the members of the council from amongst their own number must conduct a review of its composition under Chapter 3 Part 1 of the Act so as to ensure that the appointment or election of a mayor required by section 51(1) of the Act (as amended by section 17 of the Amendment Act) takes effect from polling day for the second periodic election held after the commencement of section 17.
- (2) Despite subregulation (1), section 12 of the Act applies to a relevant council required to conduct a review of its composition under Chapter 3 Part 1 of the Act in accordance with that subregulation as follows:
 - (a) section 12(3) to (11e) (inclusive) do not apply if the relevant council prepares a report on matters relating to the change in the basis on which the principal member of the council is to be determined, including any action that is required to be taken in order to give effect to the change;
 - (b) section 12(12) to (16) (inclusive) and (18) to (25) (inclusive) apply as if—
 - (i) a reference to a report were a reference to a report under paragraph (a); and
 - (ii) a reference to a proposal were a reference to a proposal set out in a report under paragraph (a); and
 - (iii) a reference to a failure to undertake a review in accordance with the requirements of section 12 were a reference to a failure to undertake such a review as modified by this regulation;
 - (c) section 12(17) does not apply.
- (3) In this regulation—

relevant council means a council to which subregulation (1) applies that commenced a review of its composition under Chapter 3 Part 1 of the Act after the conclusion of the periodic election held in 2018 and completed the review before the commencement of this regulation.

6—Insertion of regulations 13 to 15

After regulation 12 insert:

13—Financial accountability

Until the commencement of section 79(1) of the Amendment Act, the requirement under section 122(1e)(b) of the Act (as inserted by section 79(2) of the Amendment Act) for a council to provide the designated authority with all relevant information on revenue sources outlined in the funding plan referred to in subsection (1a)(a) (of section 122 of the Act) will be taken to be satisfied if the council provides the designated authority with all relevant information on the intended sources of the council's projected total revenue for the period to which its long-term financial plan relates (such as revenue from rates, grants and other fees and charges).

14—Council audit and risk committees—membership

On and after the commencement of section 84(5) of the Amendment Act and despite paragraphs (a) and (b) of section 126(2) of the Act (as in force after that commencement)—

- (a) a member of a council audit and risk committee holding office immediately before the commencement of section 84(5) of the Amendment Act will continue to hold office for the remainder of their term of office; and
- (b) paragraphs (a) and (b) of section 126(2) of the Act do not apply to the membership of the committee for any period during which the continuation in office of a member of the council audit and risk committee under paragraph (a) results in the membership of the committee not being in accordance with those paragraphs.

15—Auditor

If, immediately before the commencement section 87(3) of the Amendment Act, a firm comprising at least 1 registered company auditor holds office as auditor of a council under a contract entered into by the council, section 128(6) of the Act (as in force after the commencement of section 87(3)) does not apply to the council until the end of the term of the contract.

Editorial 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

after consultation with the Local Government Association and with the advice and consent of the Executive Council
on 23 December 2021

No 197 of 2021

South Australia

Fire and Emergency Services Variation Regulations 2021

under the *Fire and Emergency Services Act 2005*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Fire and Emergency Services Regulations 2021*

- 4 Insertion of regulation 29A
29A Certain acts to constitute lighting and maintaining fire
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Fire and Emergency Services Variation Regulations 2021*.

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 *Fire and Emergency Services Regulations 2021*

4—Insertion of regulation 29A

After regulation 29 insert:

29A—Certain acts to constitute lighting and maintaining fire

- (1) Pursuant to section 148(2) of the Act, the following acts will, for the purposes of the Act, be taken to constitute lighting and maintaining a fire:
 - (a) gas welding, soldering with an exposed flame, metal cutting, metal grinding or metal abrasion;
 - (b) the use of fireworks;
 - (c) the use of an appliance used to generate smoke for the manipulation of bees;

- (d) the use of a rabbit fumigator;
 - (e) the use of a bird scarer (within the meaning of regulation 42);
 - (f) the use of explosive materials,
other than such an act carried out by a member of SACFS or another recognised emergency service in an emergency to protect life or property.
- (2) Pursuant to section 148(2) of the Act, the operation of a gas fire or electric element for cooking purposes will, for the purposes of this Act, be taken to constitute lighting and maintaining a fire.
 - (3) Nothing in this regulation limits a provision of the Act, or any other provision of these regulations.

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 23 December 2021

No 198 of 2021

STATE GOVERNMENT INSTRUMENTS

AQUACULTURE ACT 2001

SECTION 14(1)(C)

Aquaculture (Zones – Lower Eyre Peninsula) Policy

Prescribed criteria for the Louth Bay aquaculture zone

Notice for the purposes of clause 16(1)(b)(ii) - *Aquaculture (Zones – Lower Eyre Peninsula) Policy 2013*.

Notwithstanding the provisions of 16(1)(b)(i), from 1 February 2022 to 28 February 2023, the biomass of the aquatic animals (other than prescribed wild caught tuna) being farmed in the zone in a manner that involves regular feeding must not exceed an amount that would, in the opinion of the Minister, have an environmental impact on the zone equivalent to the environmental impact that 2 270 tonnes of finfish would have on the zone.

Dated: 20 December 2021

PROF GAVIN BEGG

Executive Director, Fisheries and Aquaculture

As delegate of the Minister for Primary Industries and Regional Development

CASINO ACT 1997

SECTION 3(1)

Re-definition of Gaming Area

Take notice that pursuant to Section 3(1) of the *Casino Act 1997* (the Act), the gaming area (being a gaming area or premium gaming area within the casino premises as defined in the Act) will be re-defined by the Liquor and Gambling Commissioner such that the gaming area on the Platform level has been removed.

The following plans marked A, B and C indicate such parts of the casino premises (previously defined by his Excellency the Governor in Executive Council and depicted by a purple line for information purposes only) which are to be regarded as being a gaming area (defined and depicted by a green line), including those parts which are to be regarded as being a premium gaming area that are set aside for premium customers and are only accessible in accordance with Clause 8.7 of the Approved Licensing Agreement (defined and depicted by a yellow line).

This notice takes effect from the date of notice.

This notice supersedes any previous notices published to define or re-define a gaming area or a premium gaming area within the casino premises.

Dated: 23 December 2021

DINI SOULIO

Liquor and Gambling Commissioner

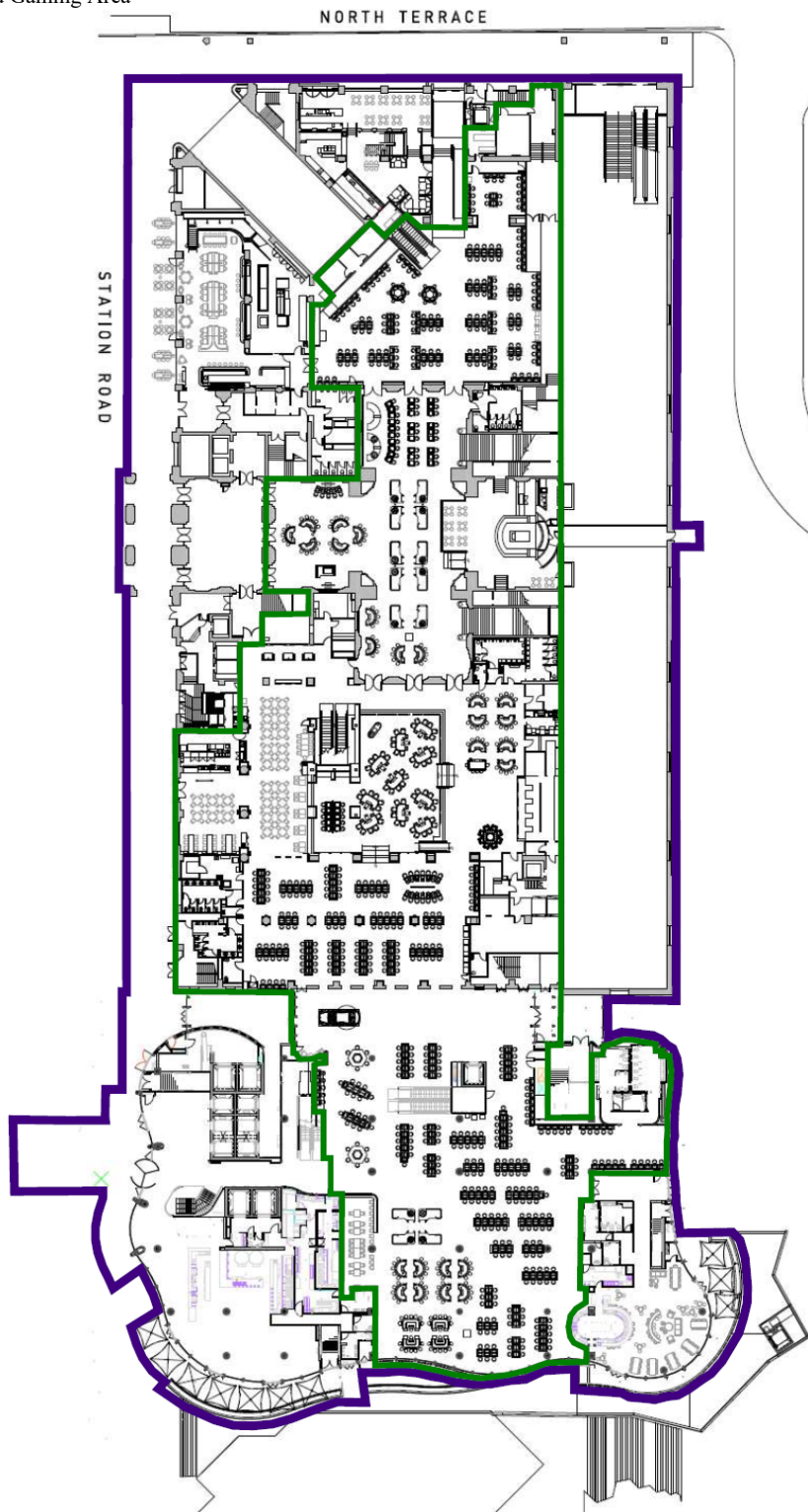
SCHEDULE 1

PLAN A—ADELAIDE CASINO—APPROVED GAMING AREA—GROUND LEVEL

Key:


Purple Line—Casino Premises

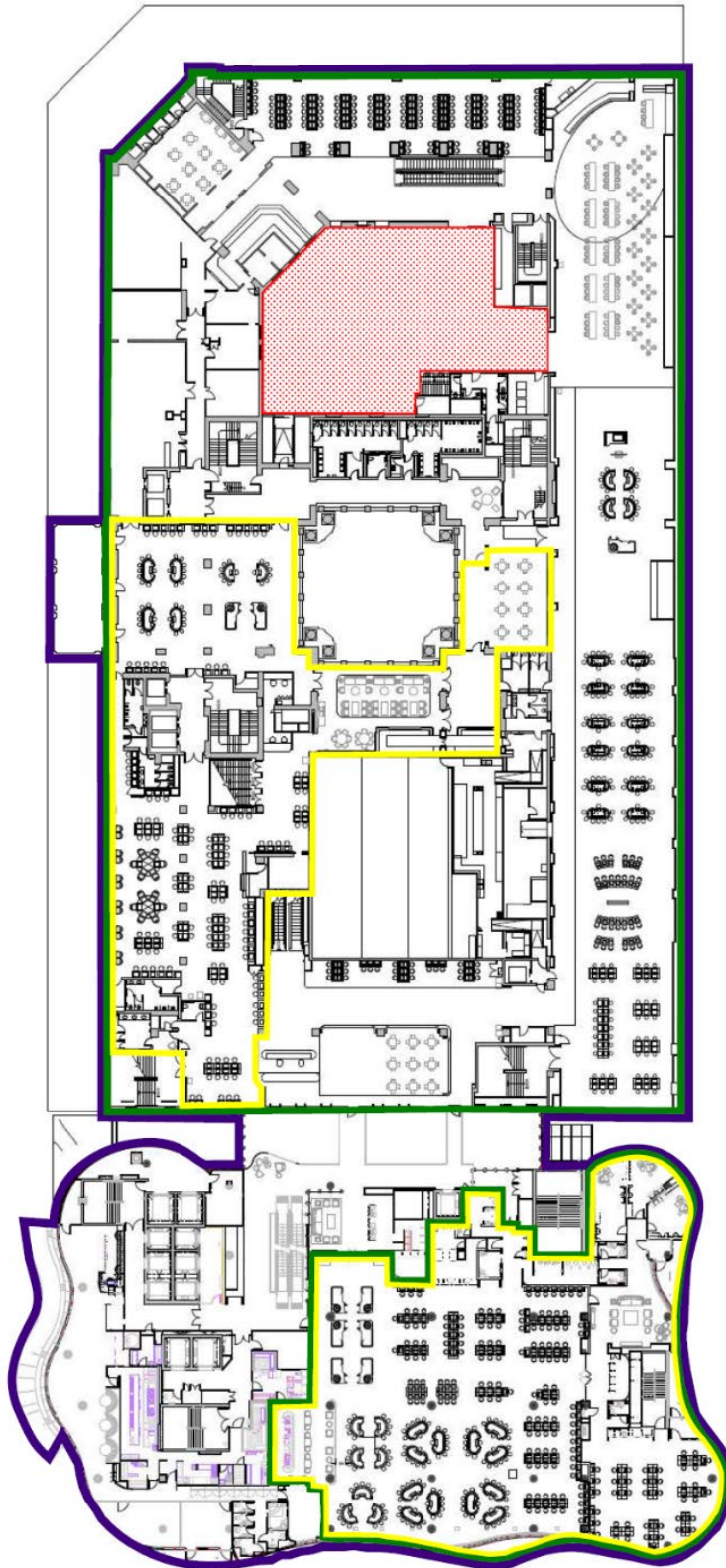
Green Line—Approved Gaming Area



PLAN B—ADELAIDE CASINO—APPROVED GAMING AREAS FLOOR PLAN—LEVEL 1

Key:

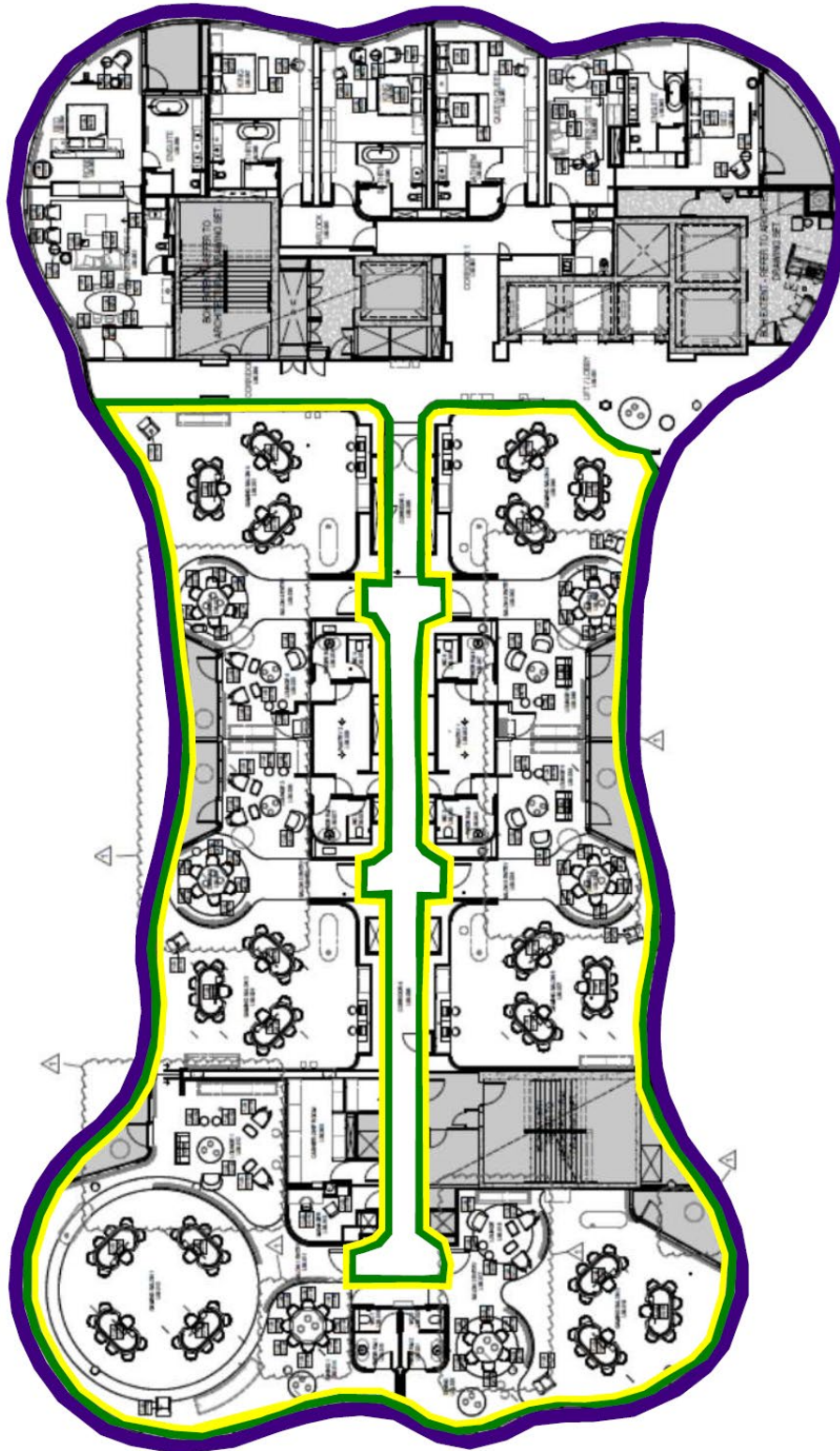
- Green Line—Approved Gaming Area
- Yellow Line—Approved Premium Gaming Area
- Purple Line—Casino Premises
-  —Excluded from Gaming Area



PLAN C—ADELAIDE CASINO—APPROVED GAMING AREAS—LEVEL 9

Key:

- Green Line—Approved Gaming Area
- Yellow Line—Approved Premium Gaming Area
- Purple Line—Casino Premises



CONTROLLED SUBSTANCES (POISONS) REGULATIONS 2011

REGULATION 33(2)(C)

Approved Electronic Communication—Digital Image of Prescription

I, Robert Lucas, MLC, Acting Minister for Health and Wellbeing:

1. Pursuant to regulation 3(1) of the *Controlled Substances (Poisons) Regulations 2011*, hereby determine that the electronic transmission of a digital image of a prescription is an approved electronic communication for the purpose of the definition of this term in the Regulations.
2. Pursuant to regulation 33(10) of the *Controlled Substances (Poisons) Regulations 2011*, hereby determine that the following requirements must be complied with by a prescriber if the prescriber gives a pharmacist a prescription by an approved electronic communication which is an electronic transmission of a digital image of the prescription:
 - (a) The prescription can only be for a patient prescribed a Schedule 4 medicine as the result of a telehealth attendance or phone attendance.
 - (b) The prescription given to the pharmacist by electronic transmission must be a digital image of the prescription.
 - (c) The prescription must be given directly to the pharmacist by the prescriber (or an employee acting in accordance with the instruction of the prescriber) and cannot be given via the patient or any other intermediary.
 - (d) The provisions of the *National Health (COVID-19 Supply of Pharmaceutical Benefits) Special Arrangement 2020* made under section 100 of the *National Health Act 1953* (Cth) must be complied with by the prescriber (whether or not the drug is a pharmaceutical benefit).
 - (e) The original prescription must be retained by the prescriber for two years.
 - (f) The original prescription must be produced by the prescriber at the request of an authorised officer under the *Controlled Substances Act 1984*.

For the purposes of this Instrument:

- **digital image** of a prescription means an unaltered photo image of the original prescription or an unaltered photo image of a copy of the original prescription
- **phone attendance** has the same meaning as in section 5 of the *Health Insurance (Section 3C General Medical Services—COVID-19 Telehealth and Telephone Attendances) Determination 2020* made under subsection 3C(1) of the *Health Insurance Act 1973* (Cth).
- **telehealth attendance** has the same meaning as in section 5 of the *Health Insurance (Section 3C General Medical Services—COVID-19 Telehealth and Telephone Attendances) Determination 2020* made under subsection 3C(1) of the *Health Insurance Act 1973* (Cth).

This Instrument comes into effect on the day on which it is made and continues in force until midnight on 31 March 2022 unless earlier revoked.

Dated: 21 December 2021

HON ROBERT LUCAS MLC
Acting Minister for Health and Wellbeing

ELECTORAL ACT 1985

Part 6 – Registration of Political Parties

Notice is hereby given that the following application for registration as a registered political party under the provisions of Part 6 of the *Electoral Act, 1985*, has been received:

Name of Party	Legalise Cannabis South Australia Party
Abbreviation of Party Name	LCSA Party
Name of Applicant	Jessica Louise Kathleen Nies

Any elector who believes that the application is not in accordance with the *Electoral Act 1985* can formally object in writing to the Electoral Commissioner, Level 6, 60 Light Square Adelaide SA 5000 by 5pm (ACDT) on Monday 24 January 2022. Objections must contain the postal address and signature of the objector and detail the grounds upon which the objection is made.

Dated: 23 December 2021

MICK SHERRY
Electoral Commissioner

ELECTORAL ACT 1985

Part 6 – Registration of Political Parties

Notice is hereby given that the following application for registration as a registered political party under the provisions of Part 6 of the *Electoral Act, 1985*, has been received:

Name of Party	Liberal Democratic Party
Abbreviation of Party Name	Liberal Democrats less government more freedom
Name of Applicant	Stephen Terence Humble

Any elector who believes that the application is not in accordance with the *Electoral Act 1985* can formally object in writing to the Electoral Commissioner, Level 6, 60 Light Square Adelaide SA 5000 by 5pm (ACDT) on Monday 24 January 2022. Objections must contain the postal address and signature of the objector and detail the grounds upon which the objection is made.

Dated: 23 December 2021

MICK SHERRY
Electoral Commissioner

ELECTRICITY ACT 1996

GAS ACT 1997

RETAILER ENERGY PRODUCTIVITY SCHEME

Minimum Specifications for Energy Productivity Activities

Pursuant to Regulation 28 of the *Electricity (General) Regulations 2012* and Regulation 22 of the *Gas Regulations 2012*, I determine the activities within the following document to be an energy productivity activity for the purposes of Part 4 of the *Electricity (General) Regulations 2012* and Part 4 of the *Gas Regulations 2012* from 1 January 2022.

Dated: 23 December 2021

DAN VAN HOLST PELLEKAAN
Minister for Energy and Mining

HC3 INSTALL AN EFFICIENT NEW DUCTED EVAPORATIVE AIR CONDITIONER
RESIDENTIAL AND SMALL ENERGY CONSUMING CUSTOMERS ONLY

Activity No. HC3

1. Activity Specific Definitions

Ducted Evaporative Air-conditioner means a ducted evaporative air conditioner within the scope of AS 2913-2000. This can include either direct or indirect type ducted evaporative coolers provided they meet the installed product requirements.

Ducted Refrigerative Cooler means a ducted air conditioner with a cooling mode (can also have a heating mode) that is covered by the GEMS energy labelling and MEPS scheme under AS/NZS 3823.2 (2013) or GEMS Air Conditioners up to 65kW Determination 2019 as applicable.

Multi-split Refrigerative Cooler means a multi-split air conditioner with a cooling mode (can also have a heating mode) that is covered by the GEMS energy labelling and MEPS scheme under AS/NZS 3823.2 (2013) or GEMS Air Conditioners up to 65kW Determination 2019 as applicable.

Non-ducted Refrigerative Cooler means a non-ducted air conditioner with a cooling mode (can also have a heating mode) that is covered by the GEMS energy labelling and MEPS scheme under AS/NZS 3823.2 (2013) or GEMS Air Conditioners up to 65kW Determination 2019 as applicable.

Fixed Resistance Electric Heater means an electric heater that utilizes a resistance electric heating element (ACOP = 1) that is permanently fixed within the building. Portable electric heaters such as fan convectors radiant or oil column heaters that are not permanently fixed do not qualify as a “fixed resistance electric heater”.

Effective EER means the annual energy efficiency ratio as defined AS 2913-2000.

Inverter or Inverter Drive refers to a ducted evaporative air-conditioner that has a variable speed drive utilizing a frequency converter for regulating the power fed into the fan. The inverter sits between the electrical supply and the motor and allows the fan motor to run at a speed or torque commensurate with the cooling demand.

2. Activity Description (Summary)

Install an efficient new ducted evaporative air conditioner. This can take one of four forms:

- HC3(i) – Installation into a space with a pre-existing ducted refrigerative air-conditioner
- HC3(ii) – Installation into a space with a pre-existing multi-split refrigerative air-conditioner
- HC3(iii) – Installation into a space with a pre-existing non-ducted refrigerative air-conditioner
- HC3(iv) – Installation into a space with a pre-existing ducted non-inverter type evaporative air-conditioner
- HC3(v) – Installation into a space with no pre-existing air-conditioner of any type (e.g. into a new dwelling)

Note: In cases where a dwelling has multiple single split air-conditioners installed, provided that those multiple units serve at least 50% of the total floor area then such an arrangement shall be deemed to be a multi-split central refrigerative system i.e. type HC3(ii) rather than type HC3(iii)

3. Activity Eligibility Requirements

Any Residential building or Small Energy Consuming Customers in South Australia where the installed product requirements and minimum installation requirements can be met. This can include new or replacement systems.

This activity is not permitted in buildings where the main form of heating is fixed resistance electric heating (or specified to be fixed resistance electric heating in the case of buildings under construction or renovation).

In relation to activity HC3(i), HC3(ii) and HC3(iii) all the pre-existing refrigerative air-conditioning systems within the conditioned spaces of the building that are of the cooling only type, must be fully decommissioned, removed from the property and disposed of (note: this does not apply to reverse cycle type air-conditioners).

In relation to activity HC3(iv) the pre-existing evaporative cooler must be fully decommissioned, removed from the property and disposed of.

Wherever possible, a replacement system for a cooling only incumbent system should use the same circuit breakers in the switchboard as had been used by the replaced system. Where this is not possible the replaced system must be disconnected at the switchboard by a licenced electrician such that it cannot be re-activated by the householder.

4. Installed Product Requirements

The ducted evaporative cooler must:

- (1) Have a minimum capacity of 7 kW determined in accordance with AS 2913-2000
- (2) Be compliant with all provisions within AS 2913-2000
- (3) Have a warranty of at least 2 years
- (4) Be installed using ductwork rated at a minimum of R1.5

5. Minimum Installation Requirements

- (1) All electrical wiring must be undertaken in accordance with AS/NZS 3000:2018 by an electrical worker under the supervision of a licensed electrical contractor.
- (2) All plumbing work must be undertaken by a licenced plumber in accordance with current South Australian plumbing regulations.
- (3) All installation work must be undertaken by a person who has received a qualification commensurate with Work Safely at Heights CPCCCM2012 or RIIWHS204E.
- (4) Where a pre-existing ducted system that is to be decommissioned is not to have its outlets reused by the replacement system then the outlets of that decommissioned system must be effectively sealed at ceiling level such that there is no transmission of conditioned air from a space into any adjoining unconditioned space e.g. into the ceiling space above.
- (5) No water discharge from the new evaporative system may be to a potable water supply (e.g. to a household water tank)
- (6) Removed pre-existing coolers shall have refrigerants and any other scheduled substances disposed of in accordance with the Australian and New Zealand refrigerant handling code of practice as established under the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth).

6. Normalised Repts Gigajoules

The normalised REPS gigajoules per appliance from undertaking this activity is as per the following tables.

Separate values are provided for “NCC climate zones 4 and 5 and zone 6.

Normalised REPS gigajoules are based on the installed products fan motor drive type (inverter or non-inverter).

HC3 Activity	Non-Inverter Drive	Inverter Drive
NCC Climate Zones 4 and 5		
HC3(i) – Installation into a space with a pre-existing Ducted Refrigerative Air-conditioner	79.8	107.1
HC3(ii) – Installation into a space with a pre-existing Multi-split Air-conditioner	39.2	66.5
HC3(iii) – Installation into a space with a pre-existing Non-Ducted Refrigerative Air-conditioner	31.4	58.7
HC3(iv) – Installation into a space with a pre-existing Ducted Evaporative air-conditioner (non-inverter type)	Not applicable	27.3
HC3(v) – Installation into a space with no pre-existing Air-conditioner	43.1	70.4
NCC Climate Zones 6		
HC3(i) – Installation into a space with a pre-existing Ducted Refrigerative Air-conditioner	20.6	27.6
HC3(ii) – Installation into a space with a pre-existing Multi-split Air-conditioner	10.1	17.1
HC3(iii) – Installation into a space with a pre-existing Non-Ducted Refrigerative Air-conditioner	8.1	15.1
HC3(iv) – Installation into a space with a pre-existing Ducted Evaporative air-conditioner (non-inverter type)	Not Applicable	7.0
HC3(v) – Installation into a space with no pre-existing Air-conditioner	11.1	18.1

7. Guidance Notes (Informative Only—Not Mandatory)

Persons installing heating/cooling systems should have regard to the “Air Conditioning Residential Best Practice Guideline” (2003) published by the Australian Institute of Refrigeration, Air Conditioning and Heating (AIRAH). All reasonable endeavours should be used to recycle removed systems.

Refrigerants and any other scheduled substances must be disposed of in accordance with the Australian and New Zealand refrigerant handling code of practice as established under the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth).

ENVIRONMENT PROTECTION ACT 1993

SECTION 68

Approval of Category B Containers

I, Nicholas Stewart, Team Leader, Container Deposit Scheme and Product Stewardship and Delegate of the Environment Protection Authority (‘the Authority’), pursuant to section 68 of the *Environment Protection Act 1993* (SA) (‘the Act’) hereby:

Approve as Category B Containers, subject to the conditions in subclauses 1, 2, 3 and 4 below, each of the classes of containers identified by reference to the following matters described in the first 4 columns of Schedule 1 of this Notice which are sold in South Australia:

- (a) the product which each class of containers shall contain;
- (b) the size of the containers;
- (c) the type of containers;
- (d) the name of the holders of these approvals.

1. That containers of the class to which the approval relates must bear the refund marking specified by the Authority for containers of that class. The Authority specifies the following refund markings for Category B containers:
 - (1) “10c refund at collection depots when sold in SA”; or
 - (2) “10c refund at SA/NT collection depots in State/Territory of purchase”; or
 - (3) “10c refund at collection depots/points in participating state/territory of purchase”.
2. The holder of the approval must have in place an effective and appropriate waste management arrangement in relation to containers of that class. For the purpose of this approval notice the company named in Column 5 of Schedule 1 of this Notice is the nominated super collector.
3. In the case of an approval in relation to Category B containers that the waste management arrangement must require the holder of the approval to provide specified super collectors with a declaration in the form determined by the Authority in relation to each sale of such containers by the holder of the approval as soon as practicable after the sale.
4. The holder of these approvals must ensure that if a sticker bearing the refund marking has been approved, and is applied to the container, then the sticker must not be placed on any portion of the opening mechanism or in any other place that would require complete or partial removal of the sticker before the contents may be consumed.

Dated: 23 December 2021

NICHOLAS STEWART
Team Leader, Container Deposit Scheme and Product Stewardship
Delegate of the Environment Protection Authority

SCHEDULE

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
The London Essence Co Blood Orange & Elderflower Tonic Water	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co Delicate London Ginger Ale	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co Grapefruit & Rosemary Tonic Water	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co LE Soda Water	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co Original Indian Tonic Water	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co Perfectly Spiced Ginger Beer	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co Roasted Pineapple Crafted Soda	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
The London Essence Co White Peach & Jasmine Crafted Soda	200ml	Glass	3TWO1 Import Pty Ltd	Statewide Recycling
5161 Tony Tony Cold Drip Coffee Concentrate	750ml	Glass	5161	Marine Stores Ltd
89 STH Old School Dry	375ml	Aluminium	89 South Brewing Pty Ltd	Statewide Recycling
Lipton No Sugar Lemon Flavour Ice Tea	500ml	PET	Asahi Beverages Pty Ltd	Statewide Recycling
Lipton No Sugar Lemon Flavour Ice Tea	1,500ml	PET	Asahi Beverages Pty Ltd	Statewide Recycling
Lipton No Sugar Peach Flavour Ice Tea	500ml	PET	Asahi Beverages Pty Ltd	Statewide Recycling
Lipton No Sugar Peach Flavour Ice Tea	1,500ml	PET	Asahi Beverages Pty Ltd	Statewide Recycling
Good Tides Hard Seltzer Sparkling Water + Vodka Blackcurrant	300ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Good Tides Hard Seltzer Sparkling Water + Vodka Mango	330ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Good Tides Hard Seltzer Sparkling Water + Vodka Watermelon	330ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Free Zero Sugar Strawberry Watermelon Flavour	275ml	Glass	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser It's Your Sour Strawberry Flavour	275ml	Glass	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Three Oaks Cider Co Tropical Hard Cider	375ml	Aluminium	Bickford's Australia Pty Ltd	Statewide Recycling
Big Shed Brewing Apricot And Peach Cheesecake Imperial Sour	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Beauty And The Beast Lager	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Blueberry And Pomegranate Cider	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Cale For The Drive Home End Of Year Apple Cider At Home	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Cold Californicator Cold IPA	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Hellweisse Non Alcoholic Mango Sour	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Lucky's Hamptons Hazy	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing M Metricon Lager	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Triple MMM 104.7 Lager	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Billson's Vodka Creamy Soda Lightly Sparkling Mixed Spirit Drink	355ml	Aluminium	Billson's Beverages Pty Ltd	Statewide Recycling
Billson's Vodka Portello Lightly Sparkling Mixed Spirit Drink	355ml	Aluminium	Billson's Beverages Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Billson's Vodka Sarsaparilla Lightly Sparkling Mixed Spirit Drink	355ml	Aluminium	Billson's Beverages Pty Ltd	Statewide Recycling
Bobby Prebiotic Soft Drink Berry Low Sugar	330ml	Aluminium	Bobby's Drinks Pty Ltd	Statewide Recycling
Bobby Prebiotic Soft Drink Cola Low Sugar	330ml	Aluminium	Bobby's Drinks Pty Ltd	Statewide Recycling
Bobby Prebiotic Soft Drink Lemon Low Sugar	330ml	Aluminium	Bobby's Drinks Pty Ltd	Statewide Recycling
Bobby Prebiotic Soft Drink Orange Low Sugar	330ml	Aluminium	Bobby's Drinks Pty Ltd	Statewide Recycling
BSC Premium Protein Shake Banana Flavour Low Fat	450ml	PET	Body Science International Pty Ltd	Statewide Recycling
BSC Premium Protein Shake Chocolate Flavour Low Fat	450ml	PET	Body Science International Pty Ltd	Statewide Recycling
BSC Premium Protein Shake Vanilla Flavour Low Fat	450ml	PET	Body Science International Pty Ltd	Statewide Recycling
Champ Chocolate	600ml	LiquidPaper Board	Brownes Foods Operations Pty Limited	Statewide Recycling
Champ Iced Coffee	600ml	LiquidPaper Board	Brownes Foods Operations Pty Limited	Statewide Recycling
Hunt And Brew Peru Mocha Cajamarca Coffee & Black Cocoa No Added Sugar	400ml	PET	Brownes Foods Operations Pty Limited	Statewide Recycling
Burleigh Brewing Burleigh Sublime Mexican Lager	375ml	Aluminium	Burleigh Brewing Company Pty Ltd	Statewide Recycling
The Baron Samedi Ginger Beer & Lime Enlivened With Haitian Spice	330ml	Aluminium	Campari Australia	Statewide Recycling
The Baron Samedi Pina Colada Enlivened With Haitian Spice	330ml	Aluminium	Campari Australia	Statewide Recycling
Truly Lime Hard Seltzer Alcoholic Sparkling Water	330ml	Aluminium	Campari Australia	Statewide Recycling
Truly Watermelon & Kiwi Hard Seltzer Alcoholic Sparkling Water	330ml	Aluminium	Campari Australia	Statewide Recycling
Frankie's Classic Bloody Mary Fine Brine	900ml	Glass	Cartel & Co Pty Ltd	Marine Stores Ltd
Fanta Orange No Sugar	600ml	PET	Coca Cola Amatil (Aust) Pty Ltd	Statewide Recycling
Mount Franklin Lightly Sparkling Passionfruit Hint Of Natural Flavour No Sugar	1,250ml	PET	Coca Cola Amatil (Aust) Pty Ltd	Statewide Recycling
Coopers Dry 3.5 Low Carb Mid Strength	375ml	Aluminium	Coopers Brewery Limited	Marine Stores Ltd
Coopers Regency Park Red Ale	375ml	Aluminium	Coopers Brewery Limited	Marine Stores Ltd
Club Setter Seltzer Tropical Low In Sugar	330ml	Aluminium	DBG (Australia) Pty Ltd	Marine Stores Ltd
Export Gold Extra Low Carb	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
Monteith's Brewing Co Breakers Low Carb IPA	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
Monteith's Brewing Co Golden Lager	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
Malty Lager With Mellow Hops	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
Monteith's Brewing Co Patriot APA	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
Monteith's Brewing Co Sounds Hazy Vibrant Hazy Pale Ale	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
Orchard Thieves Cider Rose	330ml	Glass	DBG (Australia) Pty Ltd	Marine Stores Ltd
D 2021 Snowglobe White Christmas Ale	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Cherry 'Ris'Mas Christmas Puddin' Stout	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Hip Hip Puree Peach & Mango Smoothie Sour	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Hyperdrive West Coast IIPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Jiggy Juice S.O.T.B. NEIPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Lupe de Lupe Maxx Hopps NEIPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Major Tom New World IPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D Mosaic My Day Single Hop Hazy Session IPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
D The Associates Double NEIPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
Dainton Beer Fifth Anniversary Brew D5 5-Hop Anniversary NEIPA	355ml	Aluminium	Daicom Australia Pty Ltd t/a Dainton Brewery	Statewide Recycling
Captain Morgan Tropical Coconut & Watermelon Spiced With Soda	330ml	Aluminium	Diageo Australia Ltd	Statewide Recycling
Johnnie Walker Black Label Highball Scotch Whisky Crisp Apple & Soda	275ml	Glass	Diageo Australia Ltd	Statewide Recycling
UDL Cocktails Classic Margarita	375ml	Aluminium	Diageo Australia Ltd	Statewide Recycling
Pure Crystal Energy	250ml	Aluminium	Diamond Products Pty Ltd	Statewide Recycling
DC Adelaide Hills Sparkling Spring Water	750ml	Glass	Drink Creatively Pty Ltd	Marine Stores Ltd
Hard Fizz Lychee & Apple Sparkling Hard Seltzer Sugar Free	330ml	Aluminium	Fizzy Mates Pty Ltd	Marine Stores Ltd
Capi Low Sugar Lime & Agave With A Hint Of Orange And Salt	250ml	Glass	Fresh Local Pty Ltd	Statewide Recycling
Rockstar Energy Drink Original No Sugar	500ml	Aluminium	Frucor Suntory Australia Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Suntory Boss Coffee Rainbow Mountain Blend Coffee Beverage With Milk And Sugar	179ml	Can—Steel	Frucor Suntory Australia Pty Ltd	Statewide Recycling
Genki Chi Forest Sparkling Water White Peach	1,250ml	PET	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Milk Tea Classic Flavour	450ml	PET	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Milk Tea Jasmine Flavour	450ml	PET	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Calamansi Lime	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Calamansi Lime	480ml	PET	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Cucumber Twist	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Grape Delight	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Green Apple	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Lime & Cactus	480ml	PET	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Lime & Cactus	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Lychee Fizzy	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Pineapple & Sea Salt	480ml	PET	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Plum Passion	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water White Peach	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water White Strawberry & Coconut	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Genki Forest Sparkling Water Yogurt Refresh	330ml	Aluminium	Genki Forest (Singapore) Pte Ltd	Statewide Recycling
Koonowla Clare Valley Lager	375ml	Aluminium	George Family Wine Growers Pty Ltd	Marine Stores Ltd
Koonowla Clare Valley Pale Ale	375ml	Aluminium	George Family Wine Growers Pty Ltd	Marine Stores Ltd
Koonowla Clare Valley Session Ale	375ml	Aluminium	George Family Wine Growers Pty Ltd	Marine Stores Ltd
H2 ALOE Prebiotic Detox Water Pineapple No Added Sugar	1,000ml	PET	H2coco Pty Ltd	Statewide Recycling
H2 ALOE Prebiotic Detox Water Pineapple No Added Sugar	500ml	PET	H2coco Pty Ltd	Statewide Recycling
H2 ALOE Prebiotic Detox Water Pure No Added Sugar	500ml	PET	H2coco Pty Ltd	Statewide Recycling
H2 ALOE Prebiotic Detox Water Pure No Added Sugar	1,000ml	PET	H2coco Pty Ltd	Statewide Recycling
H2 ALOE Prebiotic Detox Water Watermelon No Added Sugar	1,000ml	PET	H2coco Pty Ltd	Statewide Recycling
H2 ALOE Prebiotic Detox Water Watermelon No Added Sugar	500ml	PET	H2coco Pty Ltd	Statewide Recycling
H2 Pineapple Juice With Prebiotic No Added Sugar	500ml	PET	H2coco Pty Ltd	Statewide Recycling
Lunae Sparkling Juniper Water With Amazonite Immersion Sugar Free	750ml	Glass	Higher State Co	Marine Stores Ltd
Lunae Sparkling Juniper Water With Amazonite Immersion Sugar Free	330ml	Glass	Higher State Co	Marine Stores Ltd
Lunae Sparkling Rose Water With Rose Quartz Immersion Lightly Sparkled Sugar Free	750ml	Glass	Higher State Co	Marine Stores Ltd
Lunae Sparkling Smokey Rose Water With Rose & Smokey Quartz Immersion Lightly Sparkled Sugar Free	750ml	Glass	Higher State Co	Marine Stores Ltd
Monday Distillery Aperitz Spritz Non-Alcoholic Sugar Free	300ml	Glass	Higher State Co	Marine Stores Ltd
Honeysuckle Distillery Paradise Gin Spritz An Invigorating Pairing Of Blood Orange Cinnamon And Gin	330ml	Aluminium	Honeysuckle Creek Distillery Pty Ltd	Statewide Recycling
Honeysuckle Distillery Splendid Gin Citrus Refreshing Yuzu Stirred With Soda And Gin	330ml	Aluminium	Honeysuckle Creek Distillery Pty Ltd	Statewide Recycling
Honeysuckle Distillery Tropical Vodka Crush An Oasis Of Mango Puree And A Hint Of Coconut Flavour Blended With Vodka	330ml	Aluminium	Honeysuckle Creek Distillery Pty Ltd	Statewide Recycling
Naked Life Wimbledon Spritz Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life American Malt Spirit & Cola	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Australian Cane Spirit & Cola	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Canadian Rye Spirit Dry & Lime	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Gin & Tonic Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Italian Spritz Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Margarita Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Negroni Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Spiced Carribean Dry & Lime	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Naked Life Whiskey Sour Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Naked Life Yuzu Sake Non-Alcoholic Cocktail Sugar Free	250ml	Aluminium	Inspi Beverages Pty Ltd t/as Naked Life	Statewide Recycling
Halls Est 1849 Stonie Ginger Beer	750ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Est 1849 Stonie Ginger Beer	375ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Fruita	330ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Fruita	750ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Lemon Twist	750ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Lemon Twist	330ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Lemonade	330ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Halls Lemonade	750ml	Glass	Jolt Corporation Australia Pty Ltd	Statewide Recycling
Master Mary Original Spiced Rum & Cola	375ml	Aluminium	LIQUORLAND (Australia) Pty Ltd	Statewide Recycling
Master Mary Original Spiced Rum & Dry	375ml	Aluminium	LIQUORLAND (Australia) Pty Ltd	Statewide Recycling
Master Mary Pineapple & Ginger Rum & Soda	375ml	Aluminium	LIQUORLAND (Australia) Pty Ltd	Statewide Recycling
St Helena Imported Brandy	150ml	PET	LIQUORLAND (Australia) Pty Ltd	Statewide Recycling
Brooklyn Brand Summer Pale Ale	375ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Brooklyn Brewery The Stonewall INN IPA	375ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Pioneers Collection English IPA Barrel Aged In Single Malt Whisky Casks With Macadamia Honey	750ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Little Creatures Loud Mouth Juicy Lager	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
New Belgium Brewing Voodoo Ranger Hazy India Pale Ale	375ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Panhead The Ace Margarita Gose	375ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
White Rabbit Jackalope Whisky Sour	375ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Lobo Lenswulf Cloudy Cider	750ml	Glass	Lobo Juice & Cider Pty Ltd	Marine Stores Ltd
Ballistic Beer Co Frosty Yowie Cold IPA	375ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Ballistic Beer Co Sleep When You're Dead Cryo Pop IPA	375ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Better Beer Day For It	355ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Better Beer Ginger Beer Lower Sugar	355ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Better Beer Zero Alc	355ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Sauce Brewing Co Special Batch Sazy Sour Hazy Pale	375ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Slipstream Brewing Co West Coast Tour IPA California	375ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Slipstream Brewing Co West Coast Tour IPA Idaho	375ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
My Muscle Chef Plant Based Smoothie Banana Super Greens	375ml	PET	My Muscle Chef Pty Ltd	Flagcan Distributors
My Muscle Chef Plant Based Smoothie Choc Hazelnut Flavoured	375ml	PET	My Muscle Chef Pty Ltd	Flagcan Distributors
My Muscle Chef Plant Based Smoothie Mixed Berry	375ml	PET	My Muscle Chef Pty Ltd	Flagcan Distributors
Pixel Piquette	375ml	Aluminium	Ochre Nation Pty Ltd	Statewide Recycling
Bondi Circus Born In Bondi Nitro Black Coffee	250ml	Aluminium	Pablo & Rusty's Pty Ltd	Marine Stores Ltd
Bondi Circus Born in Bondi Chai Latte Oat Milk	250ml	Aluminium	Pablo & Rusty's Pty Ltd	Marine Stores Ltd
Bondi Circus Born in Bondi Latte Brewed On Oat Milk	250ml	Aluminium	Pablo & Rusty's Pty Ltd	Marine Stores Ltd
P&R Nitro Pure Black Coffee Colombian	250ml	Aluminium	Pablo & Rusty's Pty Ltd	Marine Stores Ltd
Pikes Beer Co The Suburban Brew New Zealand Dry Hopped Pilsener Chilly Bin	375ml	Aluminium	Pikes Beer Company Pty Ltd	Statewide Recycling
Pirate Life Brewing Adelaide Fringe Lager	355ml	Aluminium	Pirate Life Brewery Pty Ltd	Statewide Recycling
Pirate Life Brewing Azacca Single Hop IPA	355ml	Aluminium	Pirate Life Brewery Pty Ltd	Statewide Recycling
Pirate Life Brewing Best Pilsner	355ml	Aluminium	Pirate Life Brewery Pty Ltd	Statewide Recycling
Pirate Life Brewing Chardonnay Barrel-Aged Belgian Blonde	500ml	Aluminium	Pirate Life Brewery Pty Ltd	Statewide Recycling
Pirate Life Brewing R Session Ale	500ml	Aluminium	Pirate Life Brewery Pty Ltd	Statewide Recycling
Pirate Life Brewing Summer Haze Pale Ale	355ml	Aluminium	Pirate Life Brewery Pty Ltd	Statewide Recycling
Maxade Berry Blast Isotonic Sports Drink	600ml	PET	Planet Sales Pty Ltd	Statewide Recycling
Maxade Berry No Sugar Sports Water	600ml	PET	Planet Sales Pty Ltd	Statewide Recycling
Maxade Blackcurrant Isotonic Sports Drink	600ml	PET	Planet Sales Pty Ltd	Statewide Recycling
Maxade Lemon Lime Isotonic Sports Drink	600ml	PET	Planet Sales Pty Ltd	Statewide Recycling
Maxade Lemon No Sugar Sports Water	600ml	PET	Planet Sales Pty Ltd	Statewide Recycling
Red Bull The Ruby Edition Pomegranate Flavour	250ml	Aluminium	Red Bull Australia Pty Ltd	Statewide Recycling
Red Bull Zero	355ml	Aluminium	Red Bull Australia Pty Ltd	Statewide Recycling
Smug AF Margarita Non Alcoholic Low Sugar	250ml	Aluminium	Smug Enterprises Pty Ltd	Marine Stores Ltd
Smug AF Mojito Non Alcoholic Low Sugar	250ml	Aluminium	Smug Enterprises Pty Ltd	Marine Stores Ltd

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Lo Bros Feel Good Kombucha Orange & Mango Organic Low Sugar	330ml	Glass	Soulfresh Group Pty Ltd	Statewide Recycling
Lo Bros Feel Good Kombucha Orange & Mango Organic Low Sugar	750ml	Glass	Soulfresh Group Pty Ltd	Statewide Recycling
Lo Bros Feijoa Feel Good Kombucha Organic Low Sugar	250ml	Aluminium	Soulfresh Group Pty Ltd	Statewide Recycling
Lo Bros Ginger Beer Feel Good Kombucha Organic Low Sugar	375ml	Aluminium	Soulfresh Group Pty Ltd	Statewide Recycling
Lo Bros Limited Edition Kombucha Naturally Low In Sugar Pineapple & Lime Organic	750ml	Glass	Soulfresh Group Pty Ltd	Statewide Recycling
Lo Bros Limited Edition Kombucha Naturally Low In Sugar Pineapple & Lime Organic	330ml	Glass	Soulfresh Group Pty Ltd	Statewide Recycling
Parrot Bay Strawberry	50ml	PET	Southtrade International Pty Ltd	Statewide Recycling
Seagram's VO Dry	375ml	Aluminium	Southtrade International Pty Ltd	Statewide Recycling
Taco Beer Coriander Lime & Corn	330ml	Aluminium	Stone & Wood Brewing Company Pty Ltd	Statewide Recycling
The Gatherer Watermelon Cucumber & Mint	330ml	Aluminium	Stone & Wood Brewing Company Pty Ltd	Statewide Recycling
FREE Brewing Co Organic Lager	375ml	Aluminium	Struman's Organic Beer Co Pty Ltd	Statewide Recycling
Americano	170ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
Bellini Non Alcoholic Cocktail	170ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
French 75	170ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
Fruit Cup	170ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
Palomita	170ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Coffee House	500ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Coffee House	80ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Manhattan	90ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Manhattan	500ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Martini	90ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Martini	500ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Negroni	500ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Negroni	85ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Old Fashioned	500ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
The Everleigh Bottling Co Old Fashioned	80ml	Glass	The Everleigh Bottling Co Pty Ltd	Statewide Recycling
Kreol Sparkling Antioxidant Infusion All Natural Blood Orange	330ml	Aluminium	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Antioxidant Infusion All Natural Ginger Lime	330ml	Aluminium	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Antioxidant Infusion All Natural Pineapple Jalapeno & Lime	330ml	Aluminium	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Antioxidant Infusion All Natural Ruby Grapefruit	330ml	Aluminium	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Antioxidant Infusion All Natural Tangerine	330ml	Aluminium	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Nutrient Infusion All Natural Mango Lime & Turmeric	330ml	Glass	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Nutrient Infusion All Natural Passionfruit & Orange	330ml	Glass	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Nutrient Infusion All Natural Pineapple & Ginger	330ml	Glass	The Natural Beverage Company Pty Ltd	Statewide Recycling
Kreol Sparkling Nutrient Infusion All Natural Raspberry & Lime	330ml	Glass	The Natural Beverage Company Pty Ltd	Statewide Recycling
The Suburban Brew Cul De Sour Peach and Apricot Sour Ale	375ml	Aluminium	The Suburban Brew Pty Ltd	Marine Stores Ltd
Angostura Chill Blood Orange & Bitters	250ml	Aluminium	The Trustee For Speakeasy Drinks Unit Trust	Marine Stores Ltd
Angostura Chill Hibiscus & Bitters	250ml	Aluminium	The Trustee For Speakeasy Drinks Unit Trust	Marine Stores Ltd
Angostura Chill Lemon Lime & Bitters	250ml	Aluminium	The Trustee For Speakeasy Drinks Unit Trust	Marine Stores Ltd
Lennox Pure Pilsner	375ml	Aluminium	The Trustee For Speakeasy Drinks Unit Trust	Marine Stores Ltd

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Tiny Fish Brew Co Black IPA	375ml	Aluminium	Tiny Fish Brew Co	Statewide Recycling
Tiny Fish Brew Co Pale Ale	375ml	Aluminium	Tiny Fish Brew Co	Statewide Recycling
Tiny Fish Brew Co Seasonal Sour	375ml	Aluminium	Tiny Fish Brew Co	Statewide Recycling
Tiny Fish Brew Co Session Stout	375ml	Aluminium	Tiny Fish Brew Co	Statewide Recycling
Tiny Fish Session Ale	375ml	Aluminium	Tiny Fish Brew Co	Statewide Recycling
Cerberus Ouzo & Cola	250ml	Aluminium	Tom Christopoulos and Sons Pty Ltd T/As Vittorio Spirits	Statewide Recycling
Cerberus Ouzo & Lemonade No Sugar	250ml	Aluminium	Tom Christopoulos and Sons Pty Ltd T/As Vittorio Spirits	Statewide Recycling
Cerberus Ouzo & Orange	250ml	Aluminium	Tom Christopoulos and Sons Pty Ltd T/As Vittorio Spirits	Statewide Recycling
Cerberus Ouzo & Raspberry	250ml	Aluminium	Tom Christopoulos and Sons Pty Ltd T/As Vittorio Spirits	Statewide Recycling
Grainshaker Australian Vodka Juicy Watermelon	275ml	Glass	Top Shelf International Pty Ltd	Marine Stores Ltd
Grainshaker Australian Vodka Tropical Pineapple	275ml	Glass	Top Shelf International Pty Ltd	Marine Stores Ltd
Grainshaker Australian Vodka Wild Guava	275ml	Glass	Top Shelf International Pty Ltd	Marine Stores Ltd
Aloha 65 Vodka Cocktail With Pineapple Ginger And A Hint Of Chilli	250ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Mornington Peninsula Bay Haze Hazy Pale Ale	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Mornington Peninsula Free Non-Alc XPA	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Pailhead Session Ale	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Beer Crisp Lager Gluten Free	330ml	Glass	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Brewing Co Ginger Dingo Brewed With Lemon Myrtle Alcoholic Ginger Beer	330ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Guru Sparkling Hop Water	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Guru Sparkling Hop Water With Lemon & Lime	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Coles Mango Nectar	2,000ml	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Coles Sparkling Water Pineapple & Mango Naturally Flavoured And Sweetened	1,250ml	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Sunlit Orange Flavoured Soft Drink	375ml	Aluminium	Tru Blu Beverages Pty Limited	Flagcan Distributors
23rd St Signature Gin & Tonic No Sugar	300ml	Aluminium	Vok Beverages Pty Ltd	Statewide Recycling
Beenleigh Artisan Distillers Spiced Rum And Ginger Beer With Native Botanicals	375ml	Aluminium	Vok Beverages Pty Ltd	Statewide Recycling
Caltowie Chilled Out 'N' Fired Up Hazy Pale Ale	375ml	Aluminium	Watsacowie Brewing Company	Marine Stores Ltd
Wat Seltz Hard Seltzerveza Lemon + Lime	375ml	Aluminium	Watsacowie Brewing Company	Marine Stores Ltd
Watsacowie Brewing Company Pink Peesey Cowiemelom Gose	375ml	Aluminium	Watsacowie Brewing Company	Marine Stores Ltd
Hubble Bubble Bubblegum Cider	355ml	Aluminium	Whet Whistle Pty Ltd t/as Brewboys	Marine Stores Ltd
Woolstore Brewery Cocky Stout	375ml	Aluminium	Woolstore Brewery Pty Ltd	Marine Stores Ltd
Woolstore Brewery Pale Ale	375ml	Aluminium	Woolstore Brewery Pty Ltd	Marine Stores Ltd
Woolstore Brewery Smash Ale	375ml	Aluminium	Woolstore Brewery Pty Ltd	Marine Stores Ltd
Woolstore Brewery Tradies Ale	375ml	Aluminium	Woolstore Brewery Pty Ltd	Marine Stores Ltd
Yeo Haus Draught	375ml	Aluminium	Yeo Haus Refreshment Pty Ltd	Statewide Recycling
Yeo Haus Steam Ale	375ml	Aluminium	Yeo Haus Refreshment Pty Ltd	Statewide Recycling
Lyre's Agave Blanco Spirit Non Alcoholic Spirits	200ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Agave Blanco Spirit Non Alcoholic Spirits	700ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Agave Reserva Spirit Non Alcoholic Spirits	200ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Agave Reserva Spirit Non Alcoholic Spirits	700ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Classico Non Alcoholic Sparkling	750ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Highland Malt Non Alcoholic Spirits	700ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Highland Malt Non Alcoholic Spirits	200ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Pink London Spirit Non Alcoholic Spirits	200ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling
Lyre's Pink London Spirit Non Alcoholic Spirits	700ml	Glass	Zero Proof Australia Pty Ltd	Statewide Recycling

EQUAL OPPORTUNITY ACT 1984

SOUTH AUSTRALIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

Notice of Exemption before Tribunal Member Edward Stratton-Smith

I HEREBY certify that on the 30th November 2021, the South Australian Civil and Administrative Tribunal, on application of Office of the Director of Public Prosecutions, made the following orders for an exemption:

1. Pursuant to s 92 of the *Equal Opportunity Act 1984*, the Office of the Director of Public Prosecutions is exempted from the provisions of s 52 and s 103 of the Act so as to authorise it to offer employment for the role of Aboriginal and Torres Strait Islander Witness Assistance Officer only to suitably qualified Aboriginal or Torres Strait Islander persons.
2. The above exemption is to remain in force for a period of 3 years commencing on 30th November 2021.

Dated: 17 December 2021

ANNE LINDSAY
Principal Registrar
South Australian Civil and Administrative Tribunal

SACAT Reference Number: 2021/SA003561

FISHERIES MANAGEMENT ACT 2007

SECTION 72

Permit to Possess and Control a Protected Species

For the purpose of subsection 72(2) of the *Fisheries Management Act 2007*, this permit is issued to authorise the holder of the permit or her agents to be in possession and/or control of the protected species specified below, subject to the conditions of this permit.

Permit Number: MP0171
 Permit holder: Ms Kate Mason
 Murraylands and Riverland Landscape Board
 110a Mannum Road
 MURRAY BRIDGE SA 5253
 Specified species: Yarra Pygmy Perch (*Nannoperca obscura*)
 Southern Pygmy Perch (*Nannoperca australis*)
 Southern Purple-Spotted Gudgeon (*Mogurnda adspersa*)

Conditions

- The permit is valid from 17 December 2021 until 17 December 2022, unless varied or revoked earlier.
- The permit holder will be deemed responsible for the conduct of all persons conducting the permitted activities under this notice. Any person conducting activities under this permit must be provided with a copy of this notice, which they must have signed as an indication that they have read and understand the conditions under it.
- The nominated agents that may undertake this activity are:
 - Nick Whiterod – Aquasave – Nature Glenelg Trust, PO Box 796 Victor Harbor SA 5211
 - Sylvia Zukowski – Aquasave - Nature Glenelg Trust, PO Box 796 Victor Harbor SA 5211
 - Ruan Gannon - Aquasave - Nature Glenelg Trust, PO Box 796 Victor Harbor SA 5211
 - Sam Hardy – MRLB – 110a Mannum Road, Murray Bridge, SA 5253
 - Connor Gervais - 110a Mannum Road, Murray Bridge, SA 5253
 - Tiffany Nay - 110a Mannum Road, Murray Bridge, SA 5253
 - Stephanie Robinson – MRLB – PO Box 231 Berri SA 5343
 - Courtney Monk – MRLB - PO Box 231 Berri SA 5343
 - Annie Kriesl – MRLB - PO Box 231 Berri SA 5343
- The specified species may only be held at the following locations as described in the table below:

Site	Type	Locality	YPP	SPP	SPSG	MHH	Easting	Northing	Datum
Alberton Primary School	Hatchery	Alberton			Y		272599	6139493	GDA94
Beyond Wetlands	Surrogate	Victor Harbour	Y	Y	Y	Y	287386	6065375	GDA94
Cole Crossing Road Dam	Surrogate	Nangkita	Y				292340	6086197	GDA94
Crouch Dam	Surrogate	Yundi	Y				287070	6088349	GDA94
Greenlands Drive Dam	Surrogate	Murray Bridge	Y				339951	6112119	GDA94
Holy Family School	Surrogate	Happy Valley			Y		280607	6114616	GDA94
Investigator College EcoCentre	Surrogate	Currency Creek	Y				300212	6073033	GDA94
Kingston YPP dam 1	Surrogate	Kingston SE	Y				446311	5842721	GDA94
Kingston YPP dam 2	Surrogate	Kingston SE	Y				479201	5811699	GDA94
Mosquito Hill Rd	Surrogate	Mosquito Hill, SA	Y				289610	6076916	GDA94
Neil Dam	Surrogate	Ashbourne	Y				292995	6096044	GDA94
Robertson Dam	Surrogate	Nangkita	Y				288793	6086134	GDA94
Softfoot	Surrogate	Mount Compass	Y				280612	6071811	GDA94
St Francis School	Hatchery	Wynn Vale SA			Y		289546	6146505	GDA94
Thompson Dam	Surrogate	Mount Compass	Y				278528	6072890	GDA94
Urrbrae Agriculture College	Hatchery	Urrbrae			Y		283079	6127901	GDA94
Yundi Road Dam	Surrogate	Mount Compass	Y				284528	6089528	GDA94

- Specified species held pursuant to this permit must not be sold or traded.
- Specified species retained pursuant to this permit must not be relocated from locations listed in Condition 3 without the written approval of the Executive Director, Fisheries and Aquaculture.
- The permit holder must contact PIRSA Fisheries and Aquaculture, Manager, Aquatic Animal Health Unit on (08) 8429 0505 to notify any unusually high mortalities or outbreak of any disease (suspected or confirmed) in fish held pursuant to this permit.
- While engaging in the permitted activity, the permit holder or their agents must be in possession of a copy of this permit. It must be produced to a PIRSA Fisheries Officer if requested.
- The permit holder must not contravene or fail to comply with the Fisheries Management Act 2007 or any regulations made under that Act, except where specifically permitted by this notice.

Dated: 17 December 2021

PROF GAVIN BEGG
 Executive Director
 Fisheries and Aquaculture
 Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 78(2)

Permit to Release Fish

Permit holder: Kate Mason
Murraylands and Riverland Landscape Board
110a Mannum Road
MURRAY BRIDGE SA 5253

Permit Number: MP0164

Agents

- Nick Whiterod – Aquasave – Nature Glenelg Trust, PO Box 796 Victor Harbor SA 5211
- Sylvia Zukowski – Aquasave - Nature Glenelg Trust, PO Box 796 Victor Harbor SA 5211
- Ruan Gannon - Aquasave - Nature Glenelg Trust, PO Box 796 Victor Harbor SA 5211
- Sam Hardy – MRLB – 110a Mannum Road, Murray Bridge, SA 5253
- Stephanie Robinson – MRLB – PO Box 231 Berri SA 5343
- Connor Gervais - 110a Mannum Road, Murray Bridge, SA 5253
- Tiffany Nay - 110a Mannum Road, Murray Bridge, SA 5253
- Courtney Monk – MRLB - PO Box 231 Berri SA 5343
- Annie Kriesl – MRLB - PO Box 231 Berri SA 5343

Specified waters

Site	Type	Locality	YPP	SPP	SPSG	MHH	Easting	Northing	Datum
Alberton Primary School	Hatchery	Alberton			Y		272599	6139493	GDA94
Berri Evaporation Basin	Wild	Berri, SA				Y	460153	6204737	GDA94
Beyond Wetlands	Surrogate	Victor Harbour		Y	Y	Y	287386	6065375	GDA94
Cole Crossing Road Dam	Surrogate - new	Nangkita	Y				292340	6086197	GDA94
Crouch Dam	Surrogate	Yundi	Y				287070	6088349	GDA94
Currency Creek Confluence	Reintroduction	Goolwa North,				Y	303493	6070444	GDA94
Disher Creek	Wild	Berri, SA				Y	472262	6211396	GDA94
Frenchmans Creek	Reintroduction	Wingillie, NSW				Y	528129	6229942	GDA94
Greenlands Drive Dam	Surrogate	Murray Bridge	Y				339951	6112119	GDA94
Hindmarsh Island Wetland Complex	Reintroduction	Hindmarsh Island, SA	Y	Y			309528	6066536	GDA94
Holy Family School	Surrogate - new	Happy Valley			Y		280607	6114616	GDA94
Investigator College EcoCentre	Surrogate - new	Currency Creek	Y				300212	6073033	GDA94
Jury Swamp	Reintroduction	Mypolonga, SA			Y		346589	6119593	GDA94
Kingston YPP dam 1	Surrogate	Kingston SE	Y				446311	5842721	GDA94
Kingston YPP dam 2	Surrogate	Kingston SE	Y				479201	5811699	GDA94
Lake Albert Fringing Wetlands	Reintroduction	Lake Albert, SA				Y	346720	6057936	GDA94
Lake Alexandrina Fringing Wetlands	Reintroduction	Lake Alexandrina, SA	Y	Y			321955	6081220	GDA94
Lower Finnis River	Reintroduction	Finniss, SA		Y	Y		303340	6079924	GDA94
Mosquito Hill Rd	Surrogate - new	Mosquito Hill, SA	Y				289610	6076916	GDA94
Mundoo Island	Reintroduction	Mundoo Island, SA	Y	Y			311705	6064212	GDA94
Neil Dam	Surrogate - new	Ashbourne	Y				292995	6096044	GDA94
Noora Disposal Basin	Wild	Loxton				Y	482575	6195302	GDA94
Robertson Dam	Surrogate - new	Nangkita	Y				288793	6086134	GDA94
Rocky Gully Wetland	Reintroduction	Murry Bridge, SA				Y	341758	6113305	GDA94
Softfoot	Surrogate - new	Mount Compass	Y				280612	6071811	GDA94
St Francis School	Hatchery	Wynn Vale, SA			Y		289546	6146505	GDA94
Thompson Dam	Surrogate - new	Mount Compass	Y				278528	6072890	GDA94
Urrbrae Agricultural College	Hatchery	Urrbrae			Y		283079	6127901	GDA94
Yundi Road Dam	Surrogate - new	Mount Compass	Y				284528	6089528	GDA94

Pursuant to subsection 78(2) of the *Fisheries Management Act 2007*, the holder of this permit or their agent may release fish of the following species into the specified waters subject to the conditions below:

1. Yarra Pygmy Perch (*Nannoperca obscura*)
2. Southern Pygmy Perch (*Nannoperca australis*)
3. Southern Purple-Spotted Gudgeon (*Mogurnda adspersa*)
4. Murray Hardyhead (*Craterocephalus fluviatilis*)

Conditions

1. This permit is valid from 17 December 2021 to 17 December 2022.
2. The permit holder will be deemed responsible for the conduct of all persons conducting the permitted activities under this notice. Any person conducting activities under this permit must be provided with a copy of this notice, which they must have signed as an indication that they have read and understand the conditions under it.
3. The permit holder or their agents may only release:
 - A maximum of 10,000 Juvenile or adult Yarra Pygmy Perch (*Nannoperca obscura*)
 - A maximum of 10,000 Southern Pygmy Perch (*Nannoperca australis*)
 - A maximum of 20,000 Southern Purple-Spotted Gudgeon (*Mogurnda adspersa*)
 - A maximum of 30,000 Murray Hardyhead (*Craterocephalus fluviatilis*)
4. Fish released pursuant to this permit may only be released within the specified waters listed above and a maximum combined total of 5000 fish may be released per location.
5. The permit holder or their agents must hold all fish that are intended to be released in a separate quarantine tank (separate from their hatchery tanks and surrogate sites) for a minimum of 14 days prior to release. Quarantine of hatchery reared fish and dam reared fish must be held separately to avoid cross contamination of any potential pathogens.
6. All moribund and mortalities that occur during the quarantine period must be appropriately sampled and submitted to the South Australian State Vetlab (Gribbles pathology, Glenside, Adelaide) to rule out infectious and notifiable disease.
7. For each location the permit holder must provide a stock inspection certificate from a registered veterinarian or government stock inspector at least 48 hours prior to releasing fish pursuant to this notice to the following email address:

PIRSA.MinisterialExemptionsandPermits@sa.gov.au

The certificate must include that stock show no clinical signs of disease and that all moribund and mortalities during quarantine were submitted to the State Vetlab and were negative for infectious and notifiable disease. This certificate must be approved by PIRSA's Aquatic Animal Health Program prior to release of fish pursuant to this permit.

8. The permit holder must provide a signed declaration at least 48 hours prior to releasing fish pursuant to this notice stating that fish to be released have not previously been held with ornamental fish or fish translocated from interstate.
9. Before conducting the permitted activity, the permit holder or a person acting as their agent must contact PIRSA Fishwatch on 1800 065 522 and answer a series of questions about the permitted activity. The permit holder or a person acting as their agent will need to have a copy of this permit at the time of making the call, and be able to provide information about the area and time of the permitted activity, the vehicle and/or boats involved, the number of agents undertaking the permitted activity and other related issues.
10. The permit holder must provide a brief written report detailing the date, time and place of each release of fish, the species released and where the fish were originally sourced from and approximate numbers of each species. The report must be submitted to PIRSA, Fisheries and Aquaculture, (GPO Box 1625, ADELAIDE SA 5001 or PIRSA.MinisterialExemptionsandPermits@sa.gov.au) within 14 days of each fish release.
11. While engaging in the permitted activity, the permit holder or their agents must be in possession of a copy of this permit. It must be produced to a PIRSA Fisheries Officer if requested.
12. The permit holder must not contravene or fail to comply with the *Fisheries Management Act 2007* or any regulations made under that Act, except where specifically permitted by this notice.

This permit does not purport to override the provisions or operation of any other Act including, but not limited to, the *River Murray Act 2003*. The exemption holder must comply with any relevant regulations, permits, requirements and directions from the Department for Environment and Water when undertaking activities within a specially protected area.

Dated: 17 December 2021

PROF GAVIN BEGG
Executive Director
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 79

Temporary Fishing Closure at Glenelg and O'Sullivan Beach Oyster Reefs

TAKE NOTICE that, pursuant to section 79 of the *Fisheries Management Act 2007* and at the request of the Minister responsible for the *Marine Parks Act 2007*, it will be unlawful for any person to engage in the class of fishing activity specified in Schedule 1 in the area specified in Schedule 2 during the period specified in Schedule 3.

SCHEDULE 1

Engaging in a fishing activity including any act preparatory to the taking of any aquatic resources.

SCHEDULE 2

The waters of Gulf St Vincent near Glenelg contained within and bounded by a line inside the following navigation points:

- 34°58.313' South, 138°29.787' East
- 34°58.313' South, 138°29.955' East
- 34°58.421' South, 138°29.787' East
- 34°58.421' South, 138°29.955' East

The waters of Gulf St Vincent near O'Sullivan Beach contained within and bounded by a line inside the following navigation points:

- 35°7'42.93 South, 138°27'33.801 East
- 35°7'42.93 South, 138°27'43.758 East
- 35°7'49.394 South, 138°27'33.801 East
- 35°7'49.394 South, 138°27'43.758 East

SCHEDULE 3

From 00:01 hrs on 1 January 2022 until 23:59 hrs on 31 December 2022.

For the purpose of this notice all lines are geodesics and coordinates are expressed in terms of the Geocentric Datum of Australia 2020 (GDA2020). GDA2020 has the same meaning as in the *National Measurement (Recognized-Value Standard of Measurement of Position) Determination 2017* made under section 8A of the *National Measurement Act 1960* of the Commonwealth.

Dated: 20 December 2021

PROF. GAVIN BEGG
Executive Director
Fisheries and Aquaculture

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Ministerial Exemption Number: ME9903109
Variation—Wrasse Upper Size Limit

TAKE NOTE that the Ministerial exemption notice number ME9903109 made under section 115 of the *Fisheries Management Act 2007*, dated 13 April 2021, and published in the *South Australian Gazette* dated 15 April 2021, on page 1183, being the second notice on that page, referring to the taking of Wrasse species (other than Western Blue Groper) greater than 35cm, is hereby varied such that the holder of a Charter Boat Fishery licence is included in the list of exempt licence holders in the opening paragraph, and Schedule 2 paragraph 2 is deleted, and the following inserted:

SCHEDULE 2

- The exemption holder must record all Wrasse taken within the terms of this notice in the South Australian Commercial Marine Scalefish Fishery Daily Catch and Effort Logbook or Charter Boat Fishery Daily Catch and Effort Logbook provided by the Department of Primary Industries and Regions and submit the returns to the Department on day 15 of every month.

Dated: 14 December 2021

PROF GAVIN BEGG
Executive Director
Fisheries and Aquaculture
Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Ministerial Exemption: ME9903166

TAKE NOTICE that pursuant to section 115 of the *Fisheries Management Act 2007*, Kate Mason of the Murraylands and Landscape Board, 110A Mannum Road, MURRAY BRIDGE SA 5253 (the 'exemption holder') and her nominated agents, are exempt from section 70 and 71(1) and 71 (2) of the *Fisheries Management Act 2007* and regulation 5 and clauses 40 and 44 of schedule 6 of the *Fisheries Management (General) Regulations 2017* but only insofar as the exemption holder or her nominated agents may engage in the monitoring and collection of fish populations in the SA River Murray wetlands from the waters described in schedule 1, using the gear specified in schedule 2 (the 'exempted activity'), subject to the conditions set out in schedule 3, from 17 December 2021 until 17 December 2022, unless varied or revoked earlier.

SCHEDULE 1

Wetlands within the SA Murray-Darling Basin between the South Australian border and Goolwa; and the fringing wetlands of Lakes Alexandrina and Albert.

SCHEDULE 2

- 18 x fyke nets (6mm mesh, 7m wing)
- 18 x fyke nets (4mm mesh, 7m and/or 4m wing)
- 6 x double wing fyke nets (4mm mesh, 5m wings)
- 1 x seine net (5m length, 4mm mesh)
- 1 x dip net
- 10 x Shrimp traps

SCHEDULE 3

- The exemption holder will be deemed responsible for the conduct of all persons conducting the exempted activities under this notice. Any person conducting activities under this exemption must be provided with a copy of this notice, which they must have signed as an indication that they have read and understand the conditions under it.
- Any specimens collected or retained by the exemption holder must be for scientific and research purposes only and must not be sold.
- All native fish taken pursuant to the exempted activity other than Murray Hardyhead must be returned to the water in the locations where they were captured.
- All non-native species of fish caught during the exempted activity must be destroyed and disposed of appropriately.
- The following persons are listed as agents of this exemption ME9903166:
 - Sam Hardy – Mannum Road, Murray Bridge SA
 - Courtney Monk – Vaughn Terrace, Berri SA
 - Stephanie Robinson – Vaughn Terrace, Berri SA
 - Annie Kriesl – Vaughn Terrace, Berri SA
 - Tiffany Nay - Mannum Road, Murray Bridge SA
 - Connor Gervais - Mannum Road, Murray Bridge SA
 - Alex Gangur - Mannum Road, Murray Bridge SA
- The exemption holder must notify PIRSA Fishwatch on 1800 065 522 at least 2 hours prior to conducting the exempted activity and answer a series of questions about the exempted activity. The exemption holder will need to have a copy of the exemption notice at the time of making the call and be able to provide information about the area and time of the exempted activity, the vehicles and boats involved, the number of agents undertaking the exempted activity and other related questions.

7. The exemption holder must provide a written report detailing the outcomes of the collection of organisms pursuant to this notice to PIRSA, Fisheries & Aquaculture, (PIRSA.Ministerialexemptionsandpermits@sa.gov.au) upon completion, giving the following details:
 - the date, soak time and location of collection;
 - the number of nets or traps used;
 - the description of all species collected;
 - the number of each species collected; and
 - any other relevant information.
8. While engaging in the exempted activity, the exemption holder must be in possession of a copy of this notice. Such notice must be produced to a Fisheries Officer if requested.
9. The exemption holder must not contravene or fail to comply with the *Fisheries Management Act 2007* or any regulations made under that Act, except where specifically exempted by this notice.

This notice does not purport to override the provisions or operation of any other Act including but not limited to the *River Murray Act 2003*.

Dated: 17 December 2021

PROF GAVIN BEGG
Executive Director, Fisheries and Aquaculture
Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Exemption Number ME9903200

TAKE NOTICE that pursuant to section 115 of the *Fisheries Management Act 2007*, the holder of a licence issued under the *Fisheries Management (Charter Boat Fishery) Regulations 2016* or their registered masters or any person on board a boat registered under such a licence who has entered into a Charter Boat Fishing Agreement with the Licence Holder (the 'exemption holders') are exempt from the provisions contained in the declaration made under section 79 of the *Fisheries Management Act 2007* and published as the first notice on page 249 of the Supplementary Gazette of the South Australian Government Gazette dated 2 February 2021, but only insofar as the exemption holders may possess Snapper (*Chrysophrys auratus*) taken from waters of the South East that each have a Department issued Charter Boat Fishery Tag secured through the mouth and gill, whilst transiting the Snapper Closure Area (the 'exempted activity'), subject to the conditions set out in Schedule 1 during the period specified in Schedule 2 unless varied or revoked earlier.

SCHEDULE 1

1. At least one hour prior to travelling through any part of the waters of the Snapper Closure Area described in this notice, the licence holder or registered master must, if in possession or control of Snapper on the Charter Boat, make a prior report to PIRSA Fishwatch (1800 065 522) and must provide the Department the following information:
 - The name of the caller;
 - Contact phone number of the caller;
 - The licence number;
 - Number of passengers on board;
 - Number of Snapper on board; and
 - The approximate time the boat will enter the Snapper Closure Area.
 - The approximate time the boat will exit the Snapper Closure Area or arrive at the point of landing or disembarkation.
 - The tag numbers of the Department issued Charter Boat Fishery Snapper tags securely fastened to the Snapper on board the boat.
2. Each individual Snapper on board the Charter Boat must have a Charter Snapper tag issued by the Department secured through the mouth and gill in such a manner that the tag cannot be removed without being broken before entering the Snapper Closure Area.
3. Any Snapper taken and tagged during the charter, must remain on the vessel whilst transiting the Snapper Closure Area until the point of landing.
4. The licence holder or registered master (exemption holder) must not delete or alter track logs recorded on electronic devices (e.g. Chart plotter, Global Positioning System) on board the charter boat for a period of 7 days after creating the track log if the boat has transited the Snapper Closure Area with Snapper on board.
5. While engaging in the exempted activity, the licence holder or registered master must be in possession of a copy of this notice. This notice must be produced to a Fisheries Officer if requested.
6. The exemption holders must not contravene or fail to comply with the *Fisheries Management Act 2007*, or any regulations made under that Act, except where specifically exempted by this notice.

SCHEDULE 2

From 0001 hours on 15 December 2021 until 2359 hours on 31 January 2022.

For the purpose of this Notice:

Department — means the Department of Primary Industries and Regions (PIRSA)

Snapper Closure Area

The Snapper Closure Area comprises the State waters of the West Coast, Spencer Gulf and Gulf of St Vincent which are contained within and bounded by a line commencing at a location on mean high water springs closest to 31°41'12.94" (31°41.216') South, 129°00'04.90" (129°00.082') East, then beginning north-easterly following the line of mean high water springs to a location closest to 35°38'33.82" (35°38.564') South, 138°31'20.77" (138°31.346') East (Newland Head), then south westerly to a location on mean high water springs closest to 35°50'29.19" (35°50.486') South, 138°08'05.64" (138°08.094') East (Cape Willoughby), then beginning north-westerly following the line of mean high water springs to the location closest to 35°53'11.307" (35°53.188') South, 136°32'3.880" (136°32.065') East (Vennachar Point), then continuing south along the meridian of longitude 136°32'36" (136°32.600') East to the southern limit of the waters of the State, then beginning south-westerly along the said boundary to the intersection with the western border of the State of South Australia 31°41'15.24" (31°41.254') South, 129°00'04.54" (129°00.076') East, then north-easterly along the said border to the point of commencement.

Waters of the South East – means the South East Fishing Zone being the waters adjacent the south east coast of South Australia contained within and bounded by a line commencing at Mean High Water Springs closest to 35°38'26.13" South, 138°07'28.73" East (southern Fleurieu Peninsula), then beginning south-easterly following the line of Mean High Water Springs to the location closest to 38°03'39.05" South, 141°00'00.02" East (South Australian-Victorian border), but excluding the Murray Mouth, then southerly to 38°59'59.95" South, 141°00'00.02" East, then westerly to 38°59'59.95" South, 140°00'00.02" East, then northerly to 37°59'59.95" South, 140°00'00.02" East, then westerly to 37°59'59.95" South, 136°00'00.03" East, then northerly to 35°59'59.95" South, 136°00'00.03" East, then easterly to 35°59'59.95" South, 136°41'04.52" East (south-western Kangaroo Island), then beginning south-easterly following the line of Mean High Water Springs to the location closest to 35°48'07.14" South, 138°07'28.73" East (Cape St Albans, Kangaroo Island), then northerly to the point of commencement.

The spatial descriptions are geodesics based on the Geocentric Datum of Australia 2020 (*GDA2020*).

This notice does not purport to override the provisions or operation of any other Act including, but not limited to, the *Marine Parks Act 2007*. The exemption holder and agents must comply with any relevant regulations, permits, requirements and directions from the Department for Environment and Water when undertaking activities within a marine park.

Dated: 14 December 2021

PROF GAVIN BEGG
Executive Director
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

GAMBLING ADMINISTRATION ACT 2019

South Australia

Authorised Betting Operations Gambling Code of Practice Prescription Notice 2021

under section 15 of the *Gambling Administration Act 2019*

1—Short title

This notice may be cited as the *Authorised Betting Operations Gambling Code of Practice Prescription Notice 2021*.

2—Commencement

This notice comes into operation on 23 December 2021.

3—Revocation of existing codes of practice

In accordance with section 15(6) of the *Gambling Administration Act 2019*, the provisions of an advertising code of practice or a responsible gambling code of practice made and in force under the *Authorised Betting Operations Act 2000* are, insofar as they apply to an authorised betting operator under the *Authorised Betting Operations Act 2000*, revoked.

4—Code of practice

The Authorised Betting Operations Gambling Code of Practice as set out in this notice is prescribed under section 15 of the *Gambling Administration Act 2019*, for the purposes of the *Authorised Betting Operations Act 2000*.

In accordance with ss 48, 49, 60A, 60B, 62B and 62C of the *Authorised Betting Operations Act 2000*, an authorised betting operator must ensure, in the performance of its functions, that it conforms with the provisions of the applicable responsible gambling codes of practice or the applicable advertising codes of practice prescribed under the *Gambling Administration Act 2019*.

Authorised Betting Operations Gambling Code of Practice

Part 1—Preliminary

1. Scope

This code of practice is prescribed under section 15 of the *Gambling Administration Act 2019*, for the purposes of the *Authorised Betting Operations Act 2000*, and is inclusive of the advertising code of practice (*Part 2*) and the responsible gambling code of practice (*Part 3*).

2. Commencement

This code of practice comes into operation on 23 December 2021.

3. Purpose of the code

- (1) The purpose of this code of practice is to promote the objects of the *Gambling Administration Act 2019* and, in particular—
 - (a) to reduce the prevalence and severity of harm associated with the misuse and abuse of gambling activities; and
 - (b) to foster responsible conduct in relation to gambling and in particular, to ensure that gambling is conducted responsibly, fairly and honestly, with regard to minimising the harm associated with gambling; and

- (c) to facilitate the balanced development and maintenance, in the public interest, of an economically viable and socially responsible gambling industry in the State recognising the positive and negative impacts of gambling on communities; and
 - (d) to ensure that gambling is conducted honestly and free from interference, criminal influence and exploitation; and
 - (e) to ensure, as far as practicable, that the conduct of gambling is consistent with the expectations and aspirations of the public.
- (2) For the purposes of clause 3(1)(a) harm associated with the misuse and abuse of gambling activities includes—
- (a) the risk of harm to children, vulnerable people and communities (whether to a community as a whole or a group within a community); and
 - (b) the adverse economic, social and cultural effects on communities (whether on a community as a whole or a group within a community); and
 - (c) the adverse effects on a person’s health or welfare; and
 - (d) the adverse effects on a person’s family, friends and work colleagues.
- (3) The intention of this code of practice is to commit gambling providers to—
- (a) ensure that gambling practices are consistent with the community’s expectations that gambling businesses will be conducted in a responsible manner so as to minimise the harm caused by gambling;
 - (b) ensure that gambling advertising is consistent with the community’s expectations that gambling businesses will be conducted in a responsible manner so as to minimise the harm caused by gambling and is socially responsible;
 - (c) consider and implement measures to minimise harm associated with gambling activities;
 - (d) maintain standards of operational practice that, as a matter of course, address harm minimisation;
 - (e) not undertake operational practices involving unacceptable risk of harm.

4. Interpretation

- (1) Unless the contrary intention appears, expressions defined in the *Gambling Administration Act 2019* and *Authorised Betting Operations Act*, have the same meanings in this code of practice.

account holder means a person for whom a gambling provider has established a gambling account.

condensed warning message means the following message – “*Gamble responsibly*”

dedicated sports channel means a radio broadcasting service or a television broadcasting service principally operated for the purpose of broadcasting sporting events, or sporting related content.

direct marketing includes any advertising, promotion or offer made by, or on behalf of, an interactive wagering service provider directly to a person by means of telephone, email, SMS, text message, post, electronic transmission, data cast or other direct means, including to a telephone, internet or other electronic means that can be used by an account holder to make a bet (but does not include those parts of a telephone, internet or other electronic means that can only be accessed by an existing account holder).

gambling advertising means any advertising by a gambling provider of a particular gambling product, products or gambling activity (including to open a gambling account), whether in print or electronic form, including media (internet and all electronic and social media), radio, television, print media, signs and billboards, and any advertising on radio or television in the nature of a plug or endorsement, celebrity commentary, or program content which is in exchange for payment, or some other form of valuable consideration.

gambling provider for the purpose of this code means an authorised interstate betting operator, a licensed bookmaker, a licensed racing club and the holder of the major betting operations licence (SA TAB).

gambling area means the immediate environs of the point of sale for a totalisator product or fixed odds betting product, and a bookmaker’s stand or a betting ring.

inducement means any credit, voucher, bonus bet or reward (however described), offered as an inducement to encourage a person to participate, or to participate frequently, in any gambling activity (including as an inducement to open a gambling account, or as an inducement to not close a gambling account).

interactive wagering service means the services provided to an account holder by an interactive wagering service provider.

interactive wagering service provider is an authorised interstate betting operator, a licensed (interactive) bookmaker and the holder of the major betting operations licence (SA TAB).

licensed (interactive) bookmaker is a licensed bookmaker under the *Authorised Betting Operations Act 2000*, authorised to accept bets made by telephone, internet or other electronic means.

permitted external sign means a sign affixed to the outside of a building containing a gambling area or affixed to the outside of a permanent structure within the immediate environs of a building containing a gambling area, which is under the control of the gambling provider, or that gambling provider's agent, that—

- (a) displays the gambling provider's logo or name; or
- (b) indicates the availability of a gambling activity inside the building.

private webpage means a page which a person may gain access only after entering a password, identification number or other form of authentication to verify the person's identity, issued by or registered with a gambling provider.

spotters' fees are amounts paid or payable by commission or otherwise to third parties for attracting or retaining the account holder's business (including the establishment or extension of a credit facility). This includes amounts paid or payable to gambling provider's employees whose remuneration includes a component variable by reference to the account holder's activity. If a spotter's fee is required to be disclosed at a time when the actual amount is not ascertainable, a good faith estimate, identified as such, is required.

unsubscribe means to withdraw consent to receiving direct marketing from, or on behalf of, an interactive wagering service provider.

virtual gambling area means a webpage, application or a display on an internet-enabled device, which provides for a person to gamble with a gambling provider.

5. **Mandatory nature of the code**

- (1) Under section 15 of the *Gambling Administration Act 2019*, the Liquor and Gambling Commissioner (the Commissioner) may prescribe advertising codes of practice and responsible gambling codes of practice.
- (2) A gambling provider must not contravene or fail to comply with a provision of a code of practice.
- (3) For the purposes of section 16 of the *Gambling Administration Act 2019*—
 - (a) if the letter "A", "B", "C" or "D" appears in column B of the table in Schedule 2 next to the listing of a provision, contravention or failure to comply with the provision is declared to be an offence in the category corresponding to that letter;
 - (b) if the letter "A", "B", "C" or "D" appears in column C of the table in Schedule 2 next to the listing of a provision, the offence of contravention or failure to comply with the provision is declared to be an expiable offence in the category corresponding to that letter.

6. **Application of this code of practice under section 15 of the *Gambling Administration Act 2019***

- (1) Part 2 of this code of practice operates as the prescribed advertising code of practice for the purposes of section 15(1)(a) of the *Gambling Administration Act 2019*.
- (2) Part 3 of this code of practice operates as the prescribed responsible gambling code of practice for the purposes of section 15(1)(b) of the *Gambling Administration Act 2019*.
- (3) The Commissioner may vary or revoke a code of practice or a provision of a code of practice by notice in the Government Gazette.
- (4) The Commissioner may, at any time, undertake a review of the codes of practice.

7. **Liability for act or default of agent**

For the purposes of this code, an act or default of an agent of the gambling provider will be taken to be an act or default of the gambling provider unless the Commissioner is satisfied that the agent acted outside the scope of the agent's actual, usual and ostensible authority, or in a manner inconsistent with obligations imposed by the gambling provider on the agent.

8. **Role of peak bodies**

The gambling provider may satisfy a code of practice obligation through the actions of a peak body, except in relation to the gambling provider's obligations in respect to training.

A peak body is a genuine association formed to protect or promote the interests of a section of the gambling industry.

Peak body includes, in relation to a person who is an agent of a gambling provider, the principal in the agency relationship, and in relation to a licensed racing club receiving totalisator services from SA TAB, SA TAB.

Part 2—Required advertising practices

The gambling provider is to ensure that gambling advertising is conducted in a responsible manner that takes into account the potential adverse impact it may have on the community, particularly minors, people experiencing gambling-related harm or at risk of developing negative consequences associated with their gambling.

Gambling advertising must be compliant with applicable State and Federal laws and any relevant industry codes of practice.

9. Responsible gambling advertising

- (1) The gambling provider must ensure that gambling advertising—
 - (a) does not encourage a breach of law;
 - (b) does not depict children gambling;
 - (c) is not false, misleading or deceptive;
 - (d) does not suggest that winning will be a definite outcome of participating in gambling activities;
 - (e) does not suggest that participation in gambling activities is likely to improve a person's financial prospects;
 - (f) does not promote the consumption of alcohol while engaging in gambling activities;
 - (g) must be published in accordance with decency, dignity and good taste;
 - (h) does not offer any credit, voucher or reward as an inducement to participate, or to participate frequently in any gambling activity (including as an inducement to open a gambling account, or as an inducement to not close a gambling account);
 - (i) that includes any inducement offered with a disclaimer that the offer is not available to South Australian residents, is to the greatest extent practicable not published or communicated in SA;
 - (j) does not make claims related to winning or the prizes that can be won that are not based on fact, are unable to be proven or that are exaggerated;
 - (k) does not suggest that a player's skill can influence the outcome of gambling activity in relation to gambling where a player's skill cannot influence the outcome of the gambling activity;
 - (l) does not exaggerate the extent to which skill can influence the outcome of gambling activity in relation to gambling where the outcome does not involve an element of lottery;
 - (m) does not include images of cash, or images suggestive of increased account balances;
 - (n) does not include the expressions "Win" or "\$", unless these expressions specifically relate to a prize that has been determined or is payable, or to an estimate of a prize which can be won.
- (2) For the purposes of this clause, the gambling provider will not be regarded as advertising when—
 - (a) the gambling provider sends communication direct to an account holder, and the account holder has provided their express consent to receiving advertising material;
 - (b) the gambling provider draws attention on a private webpage, to its gambling products or gambling activities;
 - (c) the gambling provider draws attention, in printed point of sale material, to its gambling products or gambling activities;
- (3) The gambling provider must keep a copy (in print or electronic form) of any gambling advertising, including advertising of acceptable trade promotion lotteries, available for inspection for a period of 12 months following the conclusion of the advertising campaign.

10. Prize promotions and advertising

- (1) Gambling advertising that refers to, or relies on prizes which are available to be won, or the frequency the prize may be won (whether or not the prize is a prize of money)—
 - (a) must include sufficient information for a reasonable person to understand the overall return to player or odds of winning; and
 - (b) if intended to encourage a person to gamble during a particular period, include sufficient information for a reasonable person to appreciate how likely it is that the prize will be won by someone during that period.
- (2) If, in seeking to comply with this clause, the gambling provider—
 - (a) calculates the theoretical number, value and frequency of prizes to be won;
 - (b) in the advertising suggests an outcome no less favourable to the gambling provider than that theoretical outcome; and
 - (c) obtains an actual outcome more favourable than that which was advertised,the gambling provider will still be regarded as complying with this clause.
- (3) Sub-clause (1)(a) does not apply to advertising of a trade promotion lottery offered in conjunction with the purchase of a gambling product if the odds or chance of winning the lottery are affected by the number of entrants, or dependent on similar factors beyond the control of the gambling provider.

11. Permissible advertising of loyalty programs, trade promotion lotteries and complimentary gambling products

- (1) Despite clause 9(1)(h), a gambling provider may advertise an inducement for participation in an acceptable loyalty program by drawing attention to the name of the loyalty program, its availability to customers and the benefits to members of the program, as long as the customer is directed to the program's full terms, conditions and benefits that are published on a public website, or on signs in or near a gaming area, or in a document available in or near a gaming area.
- (2) Despite clause 9(1)(h), a gambling provider may advertise an inducement in the form of participation in an acceptable trade promotion lottery (*see clause 25*), or of the offering of a complimentary gambling product.
- (3) For the purpose of sub-clause (2) above, a gambling provider may only advertise an inducement as a complimentary gambling product in the form of a bonus bet, if—
 - (a) the inducement advertised is only available for a bet placed on a racing event and not a bet placed on any other sport or fixture; and
 - (b) the advertisement has been published or communicated on a platform which provides predominantly thoroughbred horse, harness or greyhound racing (that is, dedicated racing television channels, websites, written publications or radio stations and within the boundaries of racetracks; and
 - (c) the advertisement has been published or communicated on the part of the platform that exclusively contains racing-related content.

12. Mandatory warning messages

- (1) Expanded warning messages, as set out in Schedule 1 for the stated periods, must be included in gambling advertising, unless the inclusion of the expanded warning message in that particular advertising would be unreasonable or impracticable.
- (2) If gambling advertising does not include an expanded warning message, the gambling advertising must include the condensed warning message.
- (3) When a mandatory warning message is included in gambling advertising, the manner of its inclusion must be consistent with the message being a warning message.
- (4) Gambling advertising which is a text message, tweet, email or social media posting of less than 160 characters must be concluded with the condensed warning message. If the text message is more than 160 characters it must be concluded with the condensed warning message and the national gambling helpline number 1800 858 858.

13. Advertising on Radio and Television

- (1) Gambling advertising must not be placed on radio between 6.00am and 8.30am, Monday to Friday (both days inclusive). This clause does not apply to gambling advertising on a dedicated sports channel.
- (2) Gambling advertising must not be placed on television between 4.00pm and 7.30pm, Monday to Friday (both days inclusive). This clause does not apply to gambling advertising on a dedicated sports channel.
- (3) Despite clause 12, gambling advertising on radio may be accompanied by the condensed warning message and in the case of a plug or commentary, must end with the condensed warning message and the national gambling helpline number 1800 858 858.
- (4) Despite clause 12, gambling advertising on television that is longer than 15 seconds, must be accompanied by the expanded warning message and in the case of a plug or commentary, must end with the condensed warning message and the national gambling helpline number 1800 858 858.
- (5) A mandatory warning message announced on radio or television must be spoken in a neutral tone, at a speed that is clear and easily understood and otherwise presented in a way which reflects the importance of a warning message.
- (6) The gambling provider must ensure, through instructions about their obligations under this code, that a mandatory warning message is appropriately respected for gambling advertising in live announcements and when mentioned by announcers before or after the broadcast of its gambling advertising.
- (7) In the case of the presence of the gambling provider's logo on a screen, other than as part of a commercial which includes a mandatory warning message, the logo must include the condensed warning message adjacent to the logo occupying no less space than that occupied by the logo. This does not include logos on participants' uniforms (*see clause 14(7), (8) and (9)*).
- (8) A mandatory warning message appearing in gambling advertising on television must occupy at least 25% of the screen area for at least 1/6th of the length of the advertisement, or occupy the whole screen area for at least 1/10th of the length of the advertisement.
- (9) The mandatory warning message must be spoken at the same time as it appears on a television screen.
- (10) Clauses 13(6), (7) and (8) do not apply where gambling advertising appears on television only because the broadcast image is of a public event at which the advertising has been placed.

14. Additional requirements for print media, outdoor and other forms of advertising

- (1) If the condensed warning message is used in advertising to which this clause applies, it must be accompanied by the national gambling helpline number 1800 858 858.
- (2) In printed gambling advertising, the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct, and must occupy at least 10% of the space occupied by the advertising.
- (3) In outdoor gambling advertising (other than a permitted external sign) the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct, and must occupy at least 10% of the space occupied by the advertising.
- (4) Gambling advertising in the form of a permitted external sign need not be accompanied by a mandatory warning message.
- (5) An outdoor or indoor display or sign at a venue for any sort of event which is broadcast on television; or for an event on which betting takes place, the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct, and must occupy at least 10% of the space occupied by the advertising.
- (6) If the gambling advertising referred to in sub-clause (5) is presented by means of a display which is constantly moving, scrolling or changing, or is capable of immediate or scheduled systematic changes, the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct and must occupy at least 25% of the space occupied by the advertising.
- (7) Gambling advertising which is the placement of a logo on the apparel of a participant (including an official) in an event which is broadcast on television in South Australia, or at an event at which gambling takes place, must be accompanied by the placement of the condensed warning message adjacent to the logo, occupying no less than half the space occupied by the logo.
- (8) Gambling advertising in the form of a small logo (occupying no more than 5400mm² with no linear dimension longer than 180mm) need not be accompanied by a mandatory warning message.
- (9) Gambling providers must ensure that participants do not wear its logo on occasions when they are engaging solely or mainly with minors.
- (10) Gambling advertising which is no more than the inclusion in—
 - (a) the title of an event or the name of a team participating in an event; or
 - (b) the name of a place of a sponsor's name or brand,need not be accompanied by a mandatory warning message. This does not apply to gambling advertising in relation to participant uniforms, as set out in sub-clauses (7) and (8).

15. Live odds

- (1) Gambling advertising placed on radio or television which encourages betting on a form of gambling that—
 - (a) quotes a price; or
 - (b) draws attention to the time period in which the form of gambling is available; or
 - (c) draws attention in any way to the availability of the form of gambling; or
 - (d) otherwise encourages the betting;must comply with the following communications and media industry codes of practice as registered by the Australian Communications and Media Authority (ACMA) from time to time;
 - Subscription Broadcast Television Codes of Practice;
 - Subscription Narrowcast Television Codes of Practice;
 - Subscription Narrowcast Radio Codes of Practice;
 - Commercial Radio Code of Practice;
 - SBS Codes of Practice;
 - Free TV Commercial Television Industry Code of Practice;
 - Subscription broadcast television codes of practice.
- (2) Gambling advertising placed on an online platform which encourages betting on a form of gambling that—
 - (a) quotes a price; or
 - (b) draws attention to the time period in which the form of gambling is available; or
 - (c) draws attention in any way to the availability of the form of gambling; or
 - (d) otherwise encourages the betting;must comply with the *Broadcasting Services (Online Content Service Provider Rules) 2018* (Commonwealth).

Part 3—Responsible gambling practices

The gambling provider must ensure that their general gambling practices are consistent with community expectations that gambling operations will be conducted responsibly and in a manner that minimises the harm caused by gambling, and is socially responsible.

The gambling provider must conduct their business in accordance with all applicable State and Federal laws and legal requirements, and co-operate with regulatory bodies and government agencies in all matters, including compliance with legal obligations.

16. Responsible gambling operations

- (1) The gambling provider must, for all gambling areas, virtual gambling areas, gambling telephone lines and internet sites, through which it provides its gambling products, ensure the existence of a document or documents (whether hard copy or otherwise) detailing—
 - (a) the manner in which staff training and measures for interventions with problems gamblers are implemented;
 - (b) the roles of staff (by job title) in the implementation of this code.
- (2) A document required by sub-clause (1) may be incorporated with any other operational document maintained by the gambling provider, but must be made known to and readily available to staff and staff must be trained and ensure compliance with the documents.
- (3) The gambling provider must develop and implement effective policies and procedures that enable staff to—
 - (a) identify people displaying signs of gambling harm by, but not limited to, reviewing player accounts for risky patterns of play (e.g. increase in frequency of betting, increase in bet size), reviewing pre-commitment arrangements (including requests to increase limits), and reviewing customer communication (written and verbal) that may indicate the person may be experiencing harm; and
 - (b) respond to people displaying signs of gambling harm by engaging in a conversation about their gambling behaviour, offering pre-commitment and barring options, and referring them to a gambling help service; and
 - (c) ensure staff are trained in and carry out their functions in accordance with such policies and procedures.
- (4) The gambling provider must establish a reporting process for the identification of suspected problem gamblers by staff and the recording of their details.
- (5) The gambling provider must ensure they have a system in place to identify and monitor problem gambling indicators, and review the record of suspected problem gamblers at least weekly, including the details of the review and any steps taken to intervene. Data captured by this system may only be used for the purpose of harm minimisation and no other purpose.
- (6) The record of suspected problem gamblers must include sufficient detailed information to enable staff in gambling areas to identify the patron, and must be readily available to staff at any time and the Commissioner upon request.
- (7) If any loyalty program data or account data indicate that a person may be at risk of harm from gambling, a gambling provider must limit the person's gambling activities (e.g. by suspending the account) until the customer is able to verify that they are able to sustain an increased level of gambling;
- (8) If a person requests voluntary exclusion, the gambling provider must bar the person forthwith in accordance with Part 6 of the *Gambling Administration Act 2019*.
- (9) If a person requests third party involuntary barring of a gambler, the gambling provider must promptly make a considered decision.
- (10) The gambling provider must document and implement procedures to ensure that enquiries about barring (regardless of who initiates them) and approaches for the making of barring orders, are responded to in a manner that is informative, timely and culturally appropriate, with the aim of dealing with an in-venue approach while the person is in the venue and dealing with telephone enquiries in one call where possible, using an interpretation service if required.
- (11) The gambling provider may make flexible informal arrangements with patrons, only if the arrangements limit, manage or control a gamblers access to gambling and the gambling provider reasonably expects that informal arrangements would be beneficial for the gambler. This clause does not apply if a person requests a voluntary exclusion.
- (12) The gambling provider must note the details of any informal arrangements, including details of any agreed pre-commitment arrangements, and make them available to the Commissioner upon request.
- (13) All staff involved in selling the gambling provider's gambling products, or otherwise dealing with customers must log into the barring register each time when on duty, or be provided with a current printed consolidated barring list from the barring register to review any new or updated barring information.
- (14) The gambling provider must ensure that at least one employee has "Administrator" access for the purpose of updating and registering information into the barring register within the prescribed timeframe.
- (15) The gambling provider must ensure that any loyalty program database, account holders database or any like list identifies a person who is excluded (whether by formal barring order or otherwise) and ensures that person is not sent any marketing communications.
- (16) The gambling provider must take reasonable steps to ensure that staff with a potential or actual gambling problem (involving any sort of gambling) are identified and referred for counselling, support or therapy.

- (17) The gambling provider (other than an interactive wagering service provider) must ensure that there is adequate natural or artificial lighting in gambling areas to enable clocks and signs to be easily read and the faces of people within the gambling area to be easily identified.
- (18) The gambling provider (other than an interactive wagering service provider) must not permit a second-hand dealer or pawnbroker to conduct business in gambling areas.

17. Customer information and signage in gambling areas

- (1) The gambling provider must—
 - (a) ensure the prominent display of the condensed warning message and the national gambling helpline number 1800 858 858 on or near each point of sale of its gambling product and on any electronic display in a gambling area which is used for displaying venue generated messages in the nature of internal advertising;
 - (b) in each gambling area display prominently a message indicating that gambling operations are governed by a code of practice and ensure that a copy of this code is made available on request;
 - (c) ensure that a quantity of helpline cards are available on or near each ATM and other places throughout gambling areas; and
 - (d) ensure that the time of day is prominently displayed and visible throughout gambling areas.
- (2) The gambling provider must—
 - (a) prominently display and renew responsible gambling materials (including a poster and pamphlet) in gambling areas in a form which includes the expanded warning message, or if it is not reasonable or practicable to include the expanded warning message, the condensed warning message; and
 - (b) make available its responsible gambling poster written in English, Arabic, Chinese, Greek, Italian, Vietnamese and any other relevant language.
- (3) If a gaming machine or casino licensee is also the agent of SA TAB and has placed additional responsible gambling signage and a multi-lingual sign in areas which are gambling areas for the purposes of SA TAB, SA TAB is deemed to have complied with the requirements of sub-clauses (1) and (2).

18. Self-service terminals

- (1) If a gambling provider installs, in a place in which it is otherwise authorised to provide its gambling product, a device which allows customers to purchase the gambling product and process winnings without the assistance of an operator, the gambling provider must ensure that—
 - (a) subject to sub-paragraph (b), the device is configured to allow the gambling product to be purchased using a customer's gambling account; and
 - (b) if the device is configured to allow the gambling product to be purchased other than by using a gambling account, enhanced responsible gambling measures approved by the Commissioner in respect of the device (or class of device) are being implemented; and
 - (c) if the device is able to be operated by the insertion of cash—
 - (1) the device must have a maximum cash deposit limit of \$100; and
 - (2) the device must have pause functionality if the gambling provider's staff suspect the customer may be under the age of 18 years old, may be barred, is demonstrating difficulty controlling their gambling or is intoxicated; and
 - (3) the device must display the relevant expanded warning message on the screen at no more than 10 minute intervals; and
 - (4) the device must display the relevant expanded warning message alternating with the condensed warning message and the national helpline number 1800 858 858, at the bottom of the screen at all times, at no more than 10 minute intervals; and
 - (5) when the device's screen has been idle for a period of time, the length of which is approved by the Commissioner, a message must be displayed including:
 - i. a statement that the device is restricted to people aged 18 or more (18+ only)
 - ii. a statement that the device is regulated by state law and codes of practice and that it is subject to inspection by an agency of the State, along with advice as to a telephone number to call to register a complaint; and
 - (d) the device must have the functionality to send high volume alerts, at levels approved by the Commissioner, to the gambling provider's staff, for the purpose of monitoring patrons who may be demonstrating behaviours indicative of having problems controlling their gambling; and
 - (e) the device must be installed in line of sight of the gambling provider's staff; and
 - (f) there must be electronic surveillance of the device with recordings to be kept for a period of time approved by the Commissioner.

19. Customer information and help information

- (1) A gambling provider must take all reasonable steps to ensure that a patron who demonstrates difficulty in controlling their personal expenditure on gambling products has their attention drawn to the name and telephone number of a widely available gambling help service.
- (2) The gambling provider must—
 - (a) identify a gambling rehabilitation agency that their patrons and families can readily access (including the location of the agency and a direct number to a contact person at the agency);
 - (b) ensure that staff are sufficiently informed about the identity and location of the gambling rehabilitation agency so as to be able to direct patrons to the agency; and
 - (c) ensure that management level contact is established and maintained with the gambling rehabilitation agency about problem gambling matters.

20. Account holder information and signage for virtual gambling areas

- (1) The gambling provider must in each virtual gambling area—
 - (a) display prominently a message indicating that its gambling operations are governed by a code of practice; and
 - (b) ensure that a copy of this code is available from the webpage or screen that constitutes the virtual gambling area.
- (2) A gambling provider must provide prominent access to its responsible gambling materials on each website which includes a virtual gambling area.
- (3) A gambling provider must ensure the prominent display of the condensed warning message at every point of sale in its virtual gambling areas.
- (4) A gambling provider must—
 - (a) at the time of establishing a gambling account indicate that its gambling operations are governed by a code of practice and provide its responsible gambling materials (including a printed or electronic pamphlet) to the account holder; and
 - (b) when providing a statement for a gambling account, include a mandatory warning message as part of the statement.
- (5) For the purposes of sub-clauses (2) and (4), a gambling provider must—
 - (a) publish its responsible gambling materials in a form which includes the contents of a helpline card and the expanded warning message;
 - (b) make available a short form of its responsible gambling materials written in English, Arabic, Chinese, Greek, Italian, Vietnamese and any other language which the gambling provider considers appropriate.
- (6) A gambling provider must take all reasonable steps to ensure that an account holder who demonstrates difficulty in controlling their personal expenditure on gambling products has their attention drawn to the name and telephone number of a widely available gambling help service.
- (7) A gambling provider must reinforce its responsible gambling policy in account holder newsletters and other communications.

21. Alcohol and Gambling

- (1) In gambling areas, gambling providers must take all practicable steps—
 - (a) to prevent a person from being allowed to gamble if their speech, balance, coordination or behaviour is noticeably affected and it is reasonable to believe that the affected speech, balance, coordination or behaviour is the result of the consumption of liquor or some other substance;
 - (b) to prevent a person entering or remaining in a gambling area if their speech, balance, coordination or behaviour is noticeably affected and it is reasonable to believe that the affected speech, balance, coordination or behaviour is the result of the consumption of liquor or some other substance;
 - (c) to ensure that liquor is not supplied to reward, promote or encourage continued gambling.
- (2) A gambling provider which is operating a gambling telephone line, the gambling provider must take all practicable steps to prevent a person from being allowed to gamble if the person's speech, coordination or behaviour is noticeably impaired and it is reasonable to believe that the impairment is the result of the consumption of liquor or some other substance.

22. Inducements

- (1) The gambling provider must not offer or provide any inducement directed at encouraging a person to gamble.
- (2) Sub-clause (1) does not apply to—
 - (a) the offering or provision of participation in an acceptable loyalty program (*see clause 23*);
 - (b) the offering or provision of participation in an acceptable trade promotion lottery (*see clause 25*), by drawing attention to the prizes;

- (c) the offering or provision of a complimentary gambling product, and in respect of an interactive wagering service provider, only if winnings from a bet made with a complimentary gambling product can be withdrawn by an account holder without being subject to a requirement that the account holder continue to bet with those winnings;
- (d) the offering or provision of an inducement on platforms which contain exclusively thoroughbred horse, harness or greyhound racing content;
- (e) the offering or provision in a gambling area of complimentary non-alcoholic beverages and refreshments of nominal value; or
- (f) the offering or provision of an inducement in respect of a pre-commitment trial approved by the Commissioner, subject to the terms of the approval.

23. Acceptable loyalty programs

- (1) A loyalty program is an acceptable loyalty program if it is a structured program which—
 - (a) is conducted in accordance with published terms and conditions;
 - (b) is advertised in a manner consistent with the advertising requirements for the gambling providers gambling products;
 - (c) offers rewards proportionate to gambling activity (including non-monetary privileges attached to tiers in a stepped rewards system);
 - (d) offers regular activity statements;
 - (e) includes a facility for predictive monitoring of the patterns of gamblers' gambling activity, with the purpose of intervening in cases where there is a risk of problem gambling, which provides in respect of each person participating in the loyalty program—
 - (1) the identification of changes of significance between the most recent month (whether or not a calendar month) and past months of the amount of money spent;
 - (2) the amount of time spent; and
 - (3) the intensity of the person's activity, with parameters which are able to be adjusted to produce a manageable number of cases for consideration of intervention;
 - (f) offers "high value patron" status only to those who meet the amounts set out in clause 24(1), and on periodic review, maintain numerical and narrative test of high value play and
 - (g) it has been approved by the Commissioner in terms of its rules, conditions, promotions, predictive monitoring processes and the manner in which it is to be advertised and promoted.

24. High value patrons

- (1) In addition to clause 23(f) a gambling provider may offer "high value patron" status to a gambling customer whose expected annual gambling activity will exceed \$20,000 net expenditure over a year, or \$200,000 gross turnover over a year when assessed on the most recent three months of activity, or by another method approved by the Commissioner and predictive monitoring measures are in place in relation to these customers.
- (2) The gambling provider must be satisfied that a person to which this clause applies has the means or resources to sustain the expected level of gambling activity indefinitely.

25. Acceptable trade promotion lotteries

- (1) A lottery is an acceptable trade promotion lottery if—
 - (a) being a trade promotion lottery within the meaning of the Lotteries Regulations 2021, it is a licensed lottery or a permitted lottery under the *Lotteries Act 2019*;
 - (b) its dominant purpose is to reward or retain existing patrons, rather than attracting new patronage or encouraging patrons to gamble more than they would otherwise;
 - (c) the advertising is limited to promotion to account holders, on a private webpage on the gambling provider's own website, by direct communication to customers that have expressly agreed to receiving advertising, within gambling areas and, on platforms which provide predominantly thoroughbred horse, harness or greyhound racing content and the advertisement has been published or communicated on the part of the platform that exclusively contains racing-related content (see clause 11).
 - (d) the advertising of the promotion draws attention to the prize(s) of the promotion, rather than the gambling product itself;
 - (e) the promotion does not encourage people to gamble for a minimum period or for a minimum amount to qualify for a reward or benefit; and
 - (f) in respect of an authorised lottery referred to in (a) above, it has been approved by the Commissioner in terms of its rules, conditions and the manner in which it will be advertised.

26. Gambling accounts

Where this clause, and any following clauses, makes reference to account holders being able to place a bet with interactive wagering service providers or gambling providers providing gambling services by telephone, internet or other electronic means, this is a reference to a means of communicating at a distance by the use of electronic devices.

- (1) A gambling provider must not provide gambling services to a person in South Australia by telephone, internet or other electronic means unless the gambling provider has established a gambling account for the person.
- (2) If a gambling provider has established a gambling account for a person—
 - (a) subject to clause 27—
 - (1) the account may only be credited with funds deposited by the person, or at the person's direction from a third party (not being a person in a close associate relationship with the gambling provider); and
 - (2) the account must not be allowed to have a negative balance;
 - (b) the terms and conditions governing the account must not operate—
 - (1) to impose a waiting period on withdrawals from the account;
 - (2) to allow funds pending withdrawal to be used for gambling; or
 - (3) to require a particular level of gambling, or a particular use of funds in the account, as a condition of withdrawal; and
 - (c) the gambling provider must ensure that its business systems—
 - (1) facilitate withdrawals from the account as soon as practicable; and
 - (2) do not allow funds pending withdrawal to be applied to any purpose other than the withdrawal; and
 - (3) do not allow the establishment or extension of a credit facility while there are funds pending withdrawal.
- (3) Sub-clause (2) does not operate—
 - (a) to preclude the following routine transactions on a gambling account—
 - (1) the crediting of winnings or prizes, the making of refunds, the re-settling of bets on the outcome of a protest or like transaction;
 - (2) the redemption of rewards as part of the operation of an acceptable loyalty program;
 - (3) the redemption of prizes won in an acceptable trade promotion lottery; and
 - (4) the making of *ex gratia* payments resolving complaints or disputes;
 - (b) to preclude a gambling provider from implementing—
 - (1) procedures reasonably necessary to ensure compliance with laws relating to the handling of money or the reporting of financial transactions;
 - (2) procedures required by or under the licence or other authority authorising the gambling provider to conduct its gambling business;
 - (3) procedures for the holding of a major prize pending identification of those entitled to claim the prize; or
 - (c) to preclude a gambling account having a negative balance as the result of the reversal of an individual transaction.

27. Credit gambling

- (1) Subject to any regulatory provision prohibiting or regulating the extension of credit for gambling, a gambling provider may only establish or extend a credit facility for an account holder if—
 - (a) the account holder has requested the establishment or the extension in writing;
 - (b) the gambling provider has disclosed all spotters' fees relating to the establishment or extension; and
 - (c) an acceptable due diligence process, including 'know your customer' requirements has been completed.
- (2) If a credit facility has been established for an account holder—
 - (a) the account holder must not be allowed access to the credit facility until the account holder has set a relevant pre-commitment limit;
 - (b) if the credit facility is extended—
 - (1) the account holder must not be allowed access to the extension of the facility until a positive step has been taken by the account holder to review the relevant pre-commitment limit; and
 - (2) pending compliance with sub-paragraph (1), the relevant pre-commitment limit must be capped at \$500;
 - (c) the terms and conditions of the facility, or the conduct of the gambling provider, must not operate to require a particular level of activity in order to maintain the facility;

- (d) the terms and conditions of the facility must operate to limit the gambling provider's credit recovery activities to the extent of the reasonable expectations identified in the acceptable due diligence process;
 - (e) the gambling provider must not extend the credit facility at any time when the credit facility is not maintained in good standing in the manner identified in the acceptable due diligence process; and
 - (f) the relevant pre-commitment limit must not exceed the prudential limit identified in the acceptable due diligence process.
- (3) A gambling provider must not solicit a request for the establishment or extension of a credit facility, except—
- (a) by inclusion in its advertising of a statement that the gambling provider offers credit gambling to account holders subject to completion of a due diligence process; and
 - (b) by publication of the terms and conditions on which it offers credit gambling.
- (4) For the purposes of this clause, an acceptable due diligence process is a documented process undertaken by a gambling provider directed to providing reasonable assurance in respect of an account holder as to—
- (a) the extent to which the account holder can afford to gamble on credit before experiencing harm;
 - (b) the routine payments the account holder can afford to make to maintain the credit facility in good standing;
 - (c) the times in which it would be reasonable to expect the account holder to satisfy a demand for payment in respect of the whole or part of the facility (credit recovery activities); and
 - (d) the account holder's maximum prudent weekly gambling expenditure (the "prudential limit"), having regard, after reasonable enquiry, to the account holder's means and other circumstances.
- (5) For the purposes of this clause—
- (a) a relevant pre-commitment limit is a weekly limit under clause 30; and
 - (b) if a relevant pre-commitment limit is assessed by reference to deposits made to the account during the relevant period (clause 30(2)(b)(2)), the account holder will be deemed (for the purpose of determining whether the limit has been reached) to have made deposits to the same extent as he or she has accessed credit.
- (6) This clause does not apply to interactive wagering service providers.

28. Direct marketing by interactive wagering service providers

- (1) An interactive wagering service provider, or a person acting on behalf of an interactive wagering service provider, must not send any direct marketing to a person unless that person has provided their express consent to receive direct marketing.
- (2) An interactive wagering service provider, or person acting on behalf of an interactive wagering service provider, must not provide direct marketing to person who has consented to receive direct marketing unless that person can unsubscribe and the process of unsubscribing is easy to access and use.
- (3) An interactive wagering service provider, or a person acting on behalf of an interactive wagering service provider, must not send direct marketing to a person at any time after 5 business days from the day it has received notification from the person that they have unsubscribed.
- (4) An interactive wagering service provider must not provide any credit, voucher or reward or other benefit to encourage a person to consent or to continue to receive direct marketing.

29. Account closure and duplicate accounts

- (1) An interactive wagering service provider must not provide wagering services to an account holder unless the process available to the account holder for closing their gambling account with the interactive wagering service provider—
 - (a) is clearly explained and prominently displayed on—
 - (1) the interactive wagering service provider's website;
 - (2) where an account holder is able to place a bet, either on the account holder's 'My Account' window or its equivalent;
 - (b) is simple and easy for the account holder to use;
 - (c) allows the account holder to make a request to close their gambling account by telephone, email and where the account holder is able to place a bet using a telephone, internet or other electronic means, using that telephone, internet service or other electronic means;
 - (d) results in the closure of the account holder's gambling account as soon as practicable after the request is received by the interactive wagering service provider and after all bets made using that gambling account is settled.
- (2) An interactive wagering service provider or a person acting on behalf of an interactive wagering service must not encourage or offer any credit, voucher or reward or other benefit to induce an account holder to keep a gambling account open after an account holder has made a request to close their gambling account (an interactive wagering service provider may however explain the consequences of closing a gambling account and ask the account holder if they wish to proceed).

- (3) An interactive wagering service provider or a person acting on behalf of an interactive wagering service provider must not provide any direct marketing to a person at any time after 5 business days from the day it has received a request from that person to close their gambling account.
- (4) A gambling provider must ensure that each account holder has no more than one gambling account except where—
 - (a) the account holder has a fortnightly turnover consistent with an annual turnover of more than \$1 million and the gambling provider is satisfied that there is good reason for the account holder to have more than one gambling account; or
 - (b) the gambling provider offers only the net betting losses pre-commitment option referred to in clause 30(2)(b)(1).

30. Pre-commitment limits and periods

- (1) A gambling provider must, in respect of account based gambling, provide a pre-commitment scheme.
- (2) A pre-commitment scheme referred to in sub-clause (1) must meet the following minimum requirements—
 - (a) an account holder must be able to set a pre-commitment limit for a fixed period of 7 days (the "relevant period");
 - (b) the pre-commitment limit set by the account holder may apply, at the election of the gambling provider, to—
 - (1) net betting losses by the account holder (regardless of the number of accounts held) during the relevant period;
 - (2) deposits made to the account during the relevant period; or
 - (3) a combination of both;
 - (c) a gambling account must not be able to be used until the account holder has set a pre-commitment limit or chosen not to set a pre-commitment limit;
 - (d) the gambling provider, at intervals of no less than 2 years, must contact each account holder who has chosen not to set a pre-commitment limit to offer the choice to set a pre-commitment limit;
 - (e) a decision by an account holder to —
 - (1) increase or revoke a pre-commitment limit; or
 - (2) change the start day for the relevant period—must not come into effect for a period of 7 days;
 - (f) a decision by an account holder to decrease a pre-commitment limit must be given effect as soon as practicable.
- (3) A pre-commitment scheme referred to in sub-clause (1) may include additional limits and features so long as they do not conflict with the minimum requirements set out in sub-clause (2).

31. Interactive wagering service providers to offer opt-out pre-commitment

- (1) An interactive wagering service provider must not open a gambling account for a person or provide wagering services to an account holder unless the person or account holder has set a relevant limit.
- (2) Notwithstanding sub-clause (1), an interactive wagering service provider may open a gambling account for a person and provide wagering services to an account holder where the person or account holder has expressly indicated that they do not wish to set a relevant limit (opt-out).
- (3) The process for setting a relevant limit must—
 - (a) be clearly explained and prominently displayed on—
 - (1) the interactive wagering service provider's website;
 - (2) either on the account holder's 'My Account' window or its equivalent, or a via a single link from the account holder's 'My Account' window or its equivalent;
 - (b) be simple and easy for the account holder to use to set and change a deposit limit;
 - (c) allow the account holder to choose the period during which the relevant limit applies (for example a week, fortnight, calendar month or calendar year or a combination of these);
 - (d) allow the account holder to set a relevant limit by email, telephone and where the person is able to place a bet by using the internet or other electronic means using that internet service or other electronic means;
 - (e) require a person or account holder who wants to opt-out of setting a relevant limit pursuant to sub-clause (2) to do so only after being given by the required method approved information about the benefits of setting a pre-commitment limit.
- (4) An interactive wagering service provider must not allow a person to deposit money into a gambling account where a relevant limit set by the account holder has been reached or would be exceeded if the money were deposited.
- (5) An interactive wagering service provide must ensure that a request to lower a relevant limit set for an account holder is applied to the account holder's gambling account immediately after the request is received by the interactive wagering service provider;

- (6) An interactive wagering service provider must ensure that a request to increase a relevant limit set by an account holder is not applied to the account holder's gambling account until 7 days after the day the request is received by the interactive wagering service provider, and the interactive wagering service provider is satisfied that the account holder can sustain an increased level of gambling activity.
- (7) An interactive wagering service provider must, within the required time and using the required method, ensure that an account holder with an active gambling account is asked—
 - (a) where the account holder has set a relevant limit, if they wish to change their relevant limit;
 - (b) where the account holder has not set a relevant limit, if they wish to set a relevant limit.

- (8) In this clause—

active gambling account means a gambling account that a gambling provider has established that has been used, including to settle a bet, within the preceding 12 months but does not include a gambling account that has been closed.

approved information means information approved by the Commissioner.

relevant limit means a limit set by the account holder may apply, at the election of the interactive wagering service provider, to net betting losses by the account holder (regardless of the number of accounts held), deposits made to the account, or a combination of both.

except for sub-clause (3)(e) —

required time means on or before the day that is 12 months after the day the account holder placed their first bet using the gambling account and on or before that date each subsequent year, except where the account holder's gambling account is not an active gambling account on that date;

required method means the method the account holder usually used to place a bet (for example, using a telephone, internet or other electronic means).

for the purpose of sub-clause (3)(e) —

required method means—

- (a) where a person can open an account or make a bet using a telephone, internet or other electronic means by navigating to a new application screen, web page or the pages on electronic services that contains the approved information and after viewing the approved information the person or account holder can provide their express indication that they wish to opt-out of setting a deposit limit;
- (b) where a person can open an account or make a bet using the telephone, by the approved information being provided verbally to the person or account holder and after being provided with the approved information the person or account holder is expressly asked if they still wish to opt-out of setting a deposit limit.

32. Account balances

- (1) A gambling provider must provide an account holder with an account balance—
 - (a) whenever money is withdrawn (other than for the purchase of a gambling product); and
 - (b) whenever money is deposited into a gambling account via an online transaction; and
 - (c) in the case of a bet placed by internet, whenever a bet is made from the account; and
 - (d) upon request by the account holder.

33. Pre-commitment to be promoted

- (1) A gambling provider must promote the availability of the pre-commitment scheme—
 - (a) on any brochures, pamphlets or marketing information (other than advertising) that provides information on how a gambling account may be established;
 - (b) as part of the welcome pack (however described) provided to an account holder upon account establishment;
 - (c) on the gambling provider's website, both on the homepage and on any point of sale page; and
 - (d) on account balances (when provided in writing) and activity statements.

34. Activity statements

- (1) A gambling provider must send an account holder a routine activity statement—
 - (a) for each calendar month in which there are 50 or more transactions conducted on a gambling account; and
 - (b) for each period of consecutive calendar months (up to three calendar months) in which more than 40 transactions are conducted on a gambling account (which statement may be combined with a statement required by paragraph (a)); and
 - (c) at least once in each period of 12 months following the provision of an activity statement,
 - (d) so as to provide a continuous record of gambling activity.

- (2) A gambling provider must, in addition to activity statements required by sub-clause (1), send a special activity statement to an account holder upon request for the period nominated by the account holder.
- (3) Despite sub-clause (1), a gambling provider may meet the requirements for routine activity statements by sending activity statements on a rolling monthly basis (whether or not the statement periods are calendar months).
- (4) Despite sub-clause (1)(c), a gambling provider is not required to send an annual activity statement in respect of an account that has a credit balance of \$10 or less at the end of the relevant year and which there has been no gambling activity in that year.
- (5) An activity statement must be sent in writing.
- (6) A gambling provider may satisfy the requirement to send an activity statement in writing by sending the statement, by email if the account holder elects to receive the statement that way, by post or some other form of physical delivery.
- (7) If an account holder elects to receive activity statements by post or some other form of delivery, the gambling provider is not prevented by this code from recovering the additional cost occasioned by the mode of delivery.
- (8) An activity statement must include details of each transaction in the statement period, including the amount, date, time, description of the transaction, and the amount of spotters' fees relating to the account in the statement period.
- (9) If an account holder elects to receive activity statements by email, the statement records 20 or more transactions on any one day during the relevant period and the gambling provider offers a facility for the account holder to view individual transactions online, the gambling provider may provide the statement in a form which aggregates on a daily basis the amounts deposited, withdrawn, bet and won.

35. Required training

- (1) The gambling provider must—
 - (a) ensure that all people involved in selling its gambling products, or otherwise dealing with patrons, receive problem gambling training—
 - (1) for all staff at induction—

basic training which identifies problem gambling and which explains the role and process of barring and exclusion; and
 - (2) for supervisory and managerial staff (including the person in charge of a call centre, a physical point of sale or a physical gambling area)—

advanced training on the identification of, and intervention techniques for, problem gambling;
 - (b) provide refresher courses for all staff at least each 2 years;
 - (c) include responsible gambling information in employee newsletters and magazines;
 - (d) provide responsible gambling materials in the workplace to remind staff of policies and their responsibilities; and
 - (e) if the gambling provider installs, in a place in which it is otherwise authorised to provide its gambling products, a device which allows customers to purchase the gambling product and process winnings without the assistance of an operator and the device is able to be operated by the insertion of cash, must have enhanced training for staff to ensure the use of the devices are adequately monitored and additional harm minimisation measures are understood and implemented as required.
- (2) If a gambling provider uses an external provider for training, that training provider must be a registered training organisation under the *National Vocational Education and Training Regulator Act 2011* (Commonwealth).
- (3) For the purposes of sub-clause (1), basic and advanced training programs must be designed to—
 - (a) provide information about the potential effect of gambling on customers;
 - (b) include information on the recognition and identification of problem gambling traits; and
 - (c) ensure that the processes for approach, intervention, referral and follow-up are clear and well understood.
- (4) The gambling provider must—
 - (a) make arrangements to ensure that training programs provided to its staff are the subject of an annual review of or audit for their compliance with the requirements of this code; and
 - (b) provide a report of the outcome of each review or audit to the Commissioner within 28 days after completion.
- (5) The Commissioner, on the application of a gambling provider or a relevant peak body, may grant exemptions from the operation of this clause in respect to the deferral of training required on induction by up to 3 months.
- (6) Sub-clauses (1)(a) and (b) do not apply (at the election of the gambling provider) in respect of a person on the staff of an agent which is coincidentally a gaming machine or casino licensee, if that person has received and is current with the training required by their relevant code of practice.
- (7) The gambling provider must ensure that records of all successful completion of training are maintained and available for inspection upon request by an inspector.

36. Individual exemptions

- (1) The Commissioner may, on application by a gambling provider, exempt the gambling provider from a specified provision of this code of practice.
- (2) The Commissioner may impose conditions in respect of an exemption.
- (3) The Commissioner may on the Commissioner's own initiative, by written notice to a gambling provider or on application by a gambling provider, vary or revoke an exemption.

Schedule 1—*Authorised Betting Operations Act 2000***Expanded warning messages**

Don't let the game play you. Stay in control. Gamble responsibly.	1 July 2021 to 31 December 2021
Stay in control. Leave before you lose it. Gamble responsibly.	1 January 2022 to 30 June 2022
You know the score. Stay in control. Gamble responsibly.	1 July 2022 to 31 December 2022
Know when to stop. Don't go over the top. Gamble responsibly.	1 January 2023 to 30 June 2023
Think of the people who need your support. Gamble responsibly.	1 July to 31 December 2023
Don't chase your losses. Walk away. Gamble responsibly.	1 January to 30 June 2024.

Schedule 2—*Authorised Betting Operations Act 2000***Categories of Offences and Expiations**

Column A Clause No.	Column B Offence category	Column C Expiation category
9(1)(a)	A	A
9(1)(b)	B	B
9(1)(c)	A	A
9(1)(d)	B	B
9(1)(e)	D	D
9(1)(f)	D	D
9(1)(g)	D	D
9(1)(h)	D	D
9(1)(i)	D	D
9(1)(j)	C	C
9(1)(k)	C	C
9(1)(l)	C	C
9(1)(m)	C	C
(9)(1)(n)	C	C
9(3)	C	C
10(1)(a)	C	C
10(1)(b)	C	C
12(1) This penalty applies where the condensed message is used when the expanded warning message should have been used.	D	D
12(2) This penalty applies where no warning message appears.	B	B
12(3)	C	C
12(4)	B	B
13(1)	B	B
13(2)	B	B
13(3)	B	B
13(4)	B	B
13(5)	B	B
13(6)	C	C

Column A Clause No.	Column B Offence category	Column C Expiation category
13(7)	B	B
13(8)	C	C
13(9)	C	C
14(1)	B	B
14(2)	C	C
14(3)	C	C
14(5)	C	C
14(6)	C	C
14(7)	B	B
14(9)	C	C
14(11)	B	B
16(1)	B	B
16(2)	B	B
16(3)	A	A
16(4)	D	D
16(5)	C	C
16(8)	A	A
16(9)	D	D
16(10)	D	D
16(12)	C	C
16(13)	D	D
16(14)	D	D
16(15)	A	A
16(16)	A	A
16(17)	C	C
16(18)	C	C
17(1)(a)	D	D
17(1)(b)	D	D
17(1)(c)	D	D
17(1)(d)	D	D
17(2)(a)	B	B
17(2)(b)	D	D
18(1)(b)	B	B
18(1)(c)	A	A
19(1)	B	B
19(2)(a)	B	B
20(1)	D	D
20(2)	C	C
20(3)	D	D
20(4)(a)	D	D
20(4)(b)	D	D
20(5)(a)	D	D
20(5)(b)	D	D
20(6)	B	B
20(7)	D	D
21(1)(a)	B	B
21(1)(b)	D	D
21(1)(c)	D	D
21(2)	D	D
22(1)	B	B
26(1)	B	B
26(2)	B	B
28	A	A
29(1)	D	D

Column A Clause No.	Column B Offence category	Column C Expiation category
29(2)	B	B
30(1)	A	A
30(2)(a)(b)(c)(d)	D	D
30(2)(e)(f)	A	A
31(1)	D	D
31(3)	D	D
31(4)	A	A
31(5)	A	A
31(6)	A	A
31(7)	D	D
32	D	D
33	C	C
34	C	C
35(1)	D	D
35(4)	D	D
35(7)	C	C

NOTES

1. *The Gambling Codes of Practice Notice 2013* was published in a *South Australian Government Gazette* on 18 December 2013 (No. 81 of 2013) at pages 4798-4844. This notice was subsequently varied by the *Gambling Codes of Practice (General) Variation Notice 2016* published in the *South Australian Government Gazette* on 9 June 2016 (No. 81 of 2013) at pages 2049-2052.
2. In accordance with transitional provisions under Schedule 1—clause 3(1) of the *Gambling Administration Act 2019*, the *Gambling Codes of Practice Notice 2013* has, since 3 December 2020, continued in force as if it had been made under section 15 of the *Gambling Administration Act 2019*.
3. Notice of intention to prescribe the *State Lotteries Gambling Code of Practice* by publication in the *South Australian Government Gazette* was given to authorised betting operators on 16 November 2021.
4. Following the publication of this notice in the *South Australian Gazette* on 23 December 2021, the *Gambling Codes of Practice Notice 2013* will cease to have affect in relation to the operations of the *Lotteries Commission of South Australia*.

Dated: 23 December 2021

Made by Dini Soulio
Liquor and Gambling Commissioner

GAMBLING ADMINISTRATION ACT 2019

South Australia

Authorised Betting Operations (Inducements and Complimentary Gambling Products Guidelines) Notice 2021

under section 17 of the *Gambling Administration Act 2019*

1—Short title

This notice may be cited as the *Authorised Betting Operations (Inducements and Complimentary Gambling Products Guidelines) Notice 2021*.

2—Commencement

This notice comes into operation on 23 December 2021.

3—Inducements and Complimentary Gambling Products Guidelines

The guidelines set out in the schedule are prescribed by the Liquor and Gambling Commissioner under section 17 of the *Gambling Administration Act 2019* for the purpose of the *Authorised Betting Operations Gambling Code of Practice*, prescribed under section 15 of the *Gambling Administration Act 2019*.

Schedule—Inducements and Complimentary Gambling Products

1. Introduction

The Authorised Betting Operations Gambling Code of Practice (code of practice) does not allow gambling providers to offer or advertise certain rewards or benefits that may encourage a person to gamble or to gamble more than they normally would. These rewards or benefits are called “*inducements*”.

These guidelines are intended to provide authorised betting operators with guidance about the offering and advertising of inducements in South Australia in accordance with the requirements of the code of practice.

In addition to any requirements specified in the code of practice, gambling advertising must also be compliant with any other relevant State or Federal laws and industry codes of practice in place.

The Commissioner may by notice in the Government Gazette vary or revoke these guidelines at any time in accordance with section 17(3) of the *Gambling Administration Act 2019*.

2. Overview

Under the *Gambling Administration Act 2019* the Commissioner must, in considering whether a matter is or is not in the public interest for the purpose of a gambling Act, have regard to the need for gambling harm minimisation.

The offering of certain rewards or benefits may cause serious gambling related harm, for example by encouraging a person to gamble beyond their means. These guidelines are intended to inform authorised betting operators of those matters that the Commissioner considers are necessary to prevent and minimise the risk of these harms occurring when offering such rewards or benefits.

The information in these guidelines is provided on the understanding that the Commissioner is not giving legal opinion, interpretation, or other professional advice.

When considering whether an offer or the advertising of an offer by a gambling provider is compliant with the code of practice, the Commissioner will have regard to any relevant information provided in these guidelines. It is not the purpose of these guidelines however to mandate or approve specific offers or forms of advertising by gambling providers, but rather to provide guidance on the types of promotions, benefits or rewards that may be allowed and those that will not be permitted.

It is the responsibility of gambling providers to consider the appropriateness of any type of reward or benefit that is proposed to be promoted or advertised and if necessary, seek independent legal advice on whether the offer may be contrary to the code of practice.

The Commissioner has unqualified discretion to determine at any time that an offer of a reward or benefit is an inducement and prohibit that inducement from being advertised or offered by a gambling provider.

Any matters arising from the regulation of the offering or advertising of inducements not covered by these guidelines will be resolved at the discretion of the Commissioner.

3. Gambling Inducements

- (1) Clause 22 of the code of practice requires that a gambling provider must not offer or provide any inducement directed at encouraging a person to gamble (including an inducement to open a gambling account, or an inducement to not close a gambling account).
- (2) An inducement for this purpose includes any credit, voucher, bonus bet, or reward (however described), that is offered by a gambling provider as an inducement to encourage a person to participate or to participate frequently in any gambling activity. Such inducements are considered by the Commissioner to be separate and distinct from the core gambling product or activity being promoted.
- (3) If a legal bet type has core parts that include an offer, such as paying the best totalisator price, the offer is not considered an inducement.
- (4) If an offer by a gambling provider does not contravene clause 22 of the code of practice and is proposed to be advertised, the advertising of the offer must still comply with the responsible gambling advertising requirements set out in clause 9 of the code of practice.
- (5) Under no circumstances are gambling providers permitted to offer or advertise an inducement to encourage a person to open a gambling account with them, or to encourage a person not to close a gambling account. Interactive wagering service providers may however explain the consequences of closing a gambling account and ask the account holder if they wish to proceed.
- (6) Interactive wagering providers must also not offer or advertise an inducement to encourage a person to consent to or to continue to receive direct marketing.

4. When can inducements be offered

Although the code of practice generally prohibits a gambling provider from offering or providing an inducement, there are a few exceptions where this does not apply. They are—

- (a) the offering or provision of participation in a rewards program (*an acceptable loyalty program*);
- (b) the offering or provision of participation in an acceptable trade promotion lottery, by drawing attention to the prizes;
- (c) the offering or provision of a complimentary gambling product, however in respect of an interactive wagering service provider, only if the winnings from a bet made with a complimentary gambling product can be withdrawn by an account holder without being subject to a requirement that the account holder continue to bet with those winnings;
- (d) the offering or provision in a gambling area of complimentary non-alcoholic beverages and refreshments of nominal value; or
- (e) in respect of a pre-commitment trial approved by the Commissioner, subject to the terms of the approval.

5. When can inducements be advertised

The code of practice only allows for the advertising of permitted inducements and complimentary gambling products (*see clause 4 above*), subject to the following requirements—

Acceptable loyalty programs

- (1) An acceptable loyalty program is a structured program that is approved by the Commissioner in terms of its rules, conditions, promotions, predictive monitoring processes and the manner in which it is to be advertised and promoted (*see clause 23 of the code of practice for more details*).
- (2) A gambling provider may advertise an inducement for participation in an acceptable loyalty program, however the primary purpose of the advertisement must be to draw attention to—
 - (a) the name of the loyalty program;
 - (b) its availability to customers; and
 - (c) the benefits of being a member of the program.
- (3) Customers must also be directed to the program's full terms and conditions that are published on a public website, or in a document available in or near a gambling area.

Acceptable trade promotion lotteries

- (4) An acceptable trade promotion lottery is a licensed lottery or a permitted lottery under the *Lotteries Act 2019*. Its dominant purpose is to reward or retain existing customers and not to attract new customers.
- (5) Entry must be free, but customers may have to buy goods or services which are the subject of the promotion. Winners must be determined by lot, draw or chance.
- (6) The Commissioner must approve the lottery in terms of its rules, conditions, and the manner in which it will be advertised.
- (7) The permissible advertising of an acceptable trade promotion lottery is restricted to advertising direct to existing account holders—
 - (a) on a private webpage maintained by the gambling provider;
 - (b) by direct communication to customers that have expressly agreed to receiving advertising; and
 - (c) within gambling areas.
- (8) Advertisements for participation in an acceptable trade promotion, that includes an inducement, are permitted to be advertised on platforms which provide predominantly thoroughbred horse, harness or greyhound racing content and the advertisement has been published or communicated on the part of the platform that exclusively contains racing-related content, provided the advertisement draws attention to the prizes and complies with the requirements in the code of practice for acceptable trade promotion lotteries (*see clause 25 of the code of practice for more details*).
- (9) An acceptable trade promotion lottery—
 - (a) must not be advertised to the wider community or used as an inducement to attract new customers; and
 - (b) must not encourage people to gamble for a minimum period or for a minimum amount to qualify for a reward or benefit.
- (10) If the Commissioner forms the view that the proposed advertising renders the trade promotion unacceptable because the dominant purpose of rewarding or retaining existing customers is not satisfied, but rather is to attract new patronage, the approval of the promotion as an acceptable trade promotion will be refused.

Complimentary gambling products

- (11) A complimentary gambling product is an inducement that may be advertised as long as it is provided free of charge to reward an existing customer as a courtesy for their patronage.
- (12) Complimentary gambling products must not be offered to encourage a person to open a gambling account or to not close a gambling account.
- (13) The offer or advertising of a complimentary gambling product must genuinely be to reward existing customers. If a complimentary gambling product requires a person to deposit an amount of money into an account, or if the offer is not genuinely complimentary these will not be permitted.
- (14) Offering or advertising complimentary gambling products that are excessive or disproportionate to the amount being wagered are likely to be considered inducement, rather than genuine complimentary gambling products and therefore, if offered, would likely contravene the code of practice.

Bonus bets

- (15) Depending on the terms of the offer, bonus bets may be accepted as an offer of a genuine complimentary gambling product, provided the offer is to reward existing customers.
- (16) To be considered a genuine complimentary gambling product, bonus bet offers must not—
 - (a) be excessive or disproportionate to the amount wagered; or
 - (b) encourage a person to gamble more or for longer than they otherwise would.
- (17) Bonus bets offered as complimentary gambling products by interactive gambling providers may only be offered if the winnings from a bet made with the complimentary gambling product can be withdrawn by an account holder without being subject to a requirement that the account holder continue to bet with those winnings.
- (18) Bonus bets in the form of a genuine complimentary gambling product are only permitted to be advertised on platforms which provides predominantly thoroughbred horse, harness or greyhound racing (that is dedicated racing television channels, websites, written publications or radio stations and within the boundaries of racetracks and must be published or communicated on the part of the platform that exclusively contains racing-related content).
- (19) A complimentary gambling product in the form of a bonus bet offer may not be advertised if it exceeds \$100.

Racing platform advertising

- (20) The Commissioner accepts that people who watch racing content broadcast on racing channels and purchase publications about racing tend to be people already engaged in gambling or be existing customers of gambling providers.
- (21) The code of practice allows for the permissible advertising of inducements if—
 - (a) the advertised inducement is only available for a bet placed on a racing event and not a bet placed on any other sport or fixture; and
 - (b) the advertisement has been published or communicated on a platform which provides predominantly thoroughbred horse, harness or greyhound racing (that is, dedicated racing television channels, websites, written publications or radio stations and within the boundaries of racetracks); and
 - (c) the advertisement has been published or communicated on the part of the platform that exclusively contains racing-relating content.
- (22) Some dedicated racing channels may broadcast sport or other programs when racing content is not available, however inducements may not be advertised during these programs.

6. Gambling advertising

- (1) It is the responsibility of the gambling provider to ensure that their gambling advertising complies with the relevant provisions of the code of practice.
- (2) When considering whether the advertising of an offer by a gambling provider is an inducement, the Commissioner will have regard to—
 - (a) whether the advertisement includes an offer that might encourage a person to engage in gambling behaviour, or encourage a person to gamble more than they otherwise would;
 - (b) whether the advertisement includes an offer that might encourage a person to gamble for longer or more frequently;
 - (c) whether the advertisement includes an offer that might encourage a person to gamble in a certain manner or during certain times;
 - (d) whether the advertisement includes an offer that might encourage a person to bet an amount more than they otherwise would;
 - (e) whether the advertisement includes an offer that is excessive or disproportionate to the amount to be wagered; and
 - (f) whether the advertisement includes an offer that might suggest new customers receive benefits that existing customers do not.

Advertising of offers that are not available to SA residents

- (3) The code of practice restricts the advertising of offers in South Australia that include a disclaimer that the offer is not available to South Australian residents.
- (4) Gambling providers must, to the greatest extent practicable not advertise offers in South Australia that are not available to South Australian residents, if they can control or it is reasonable to expect that directions could be given that the offer is not to be advertised or communicated in South Australia.
- (5) For example—

If the advertisement appears in a local South Australian newspaper, it would be expected that the gambling provider is likely to have control over the placement of the advertisement and can avoid it being published in that newspaper.

However, if the advertisement is to appear during a nationally televised broadcast that cannot be separated, then the gambling provider will not be in breach of the code of practice if the advertisement appears and includes a disclaimer that the offer is not available to South Australian residents.

7. Direct communication with customers

- (1) Gambling providers will not be regarded as advertising when communicating directly with customers—
 - (a) who have expressly agreed to receiving advertising material;
 - (b) on a private webpage maintained by the gambling provider, where access is controlled by the use of a secure login;
 - (c) or by drawing attention to printed point of sale material in gambling areas.
- (2) For a person to expressly consent to receiving advertising material, they must ‘*opt-in*’ rather than ‘*opting-out*’ to receiving marketing material.
- (3) Additionally, interactive wagering service providers must not provide any credit, voucher or reward or other benefit to encourage a person to consent or to continue to receive direct marketing.
- (4) Interactive wagering service providers must—
 - (a) ensure that a person can unsubscribe easily to receiving advertising and are not sent direct marketing after 5 business days from unsubscribing; and
 - (b) not provide any inducement to encourage a person to consent to or to continue to receive direct marketing.

8. Examples**Example 1**

The code of practice prohibits the offering or advertising of inducements that encourages a person to open a gambling account, or to not close a gambling account. For example, the following types of offers are not permitted:

- *“Place your first bet and get \$250 in bonus bets”*
- *“Double your winnings for the first 6 months if you join now”*
- *“Join now and receive \$100 in bonus bets”*
- *“Open an account this month and go into the draw to win a prize”*
- *“Stay with us a bit longer and receive \$50 in bonus bets”*
- *“Refer a friend, and you’ll receive \$100 in bonus bets”.*

Example 2

The following is an example of an acceptable trade promotion lottery that may be advertised to existing customers:

- *“Place any bet this month and go into the draw to win a prize”.*

The following is an example of an offer that will not be permitted:

- *“Place a bet of \$10 or more this week and for every bet you make enter our draw to win a prize”.*

Example 3

Complimentary gambling products that are given free of charge to customers, as a courtesy for their patronage, could include offers such as:

- *“Cashback for running 2nd or 3rd” up to \$25*
- *“Double your winnings up to \$25”*
- *“Winnings paid if leading at half time”*
- *“enhanced odds” or “increased odds”.*

Example 4

The following examples are likely to be considered inducements and will not be permitted to be advertised:

- offers that require customers to deposit money into their account to receive rewards or bonus bets (for example “Deposit \$10 cash and get \$50 bonus bets”)
- offers that include bonus bets of more than \$100 (for example “Take up \$300 bonus bet offer”)
- offers that are disproportionate to the amount of bet (for example “Bet \$5 and receive \$50 bonus bet offer”)
- offers that encourage customers to gamble more frequently (for example “Bet with us every day for the next month and receive enhanced odds”).

9. References

[Gambling Administration Act 2019](#)

[Authorised Betting Operations Act 2000](#)

[National Consumer Protection Framework for Online Gambling](#)

Dated: 23 December 2021

Made by Dini Soulio
Liquor and Gambling Commissioner

GAMBLING ADMINISTRATION ACT 2019

South Australia

State Lotteries Gambling Code of Practice Prescription Notice 2021

under section 15 of the *Gambling Administration Act 2019*

1—Short title

This notice may be cited as the *State Lotteries Gambling Code of Practice Prescription Notice 2021*.

2—Commencement

This notice comes into operation on 23 December 2021.

3—Revocation of existing codes of practice

In accordance with section 15(6) of the *Gambling Administration Act 2019*, the provisions of an advertising code of practice or a responsible gambling code of practice made and in force under the *State Lotteries Act 1966* are, insofar as they apply to the Lotteries Commission of South Australia constituted under the *Lotteries Act 1966* and offices, branches and agencies of the Commission, revoked.

4—Code of practice

The State Lotteries Gambling Code of Practice as set out in this notice is prescribed under section 15 of the *Gambling Administration Act 2019*, for the purposes of the *Lotteries Act 1966*.

In accordance with section 13C of the *State Lotteries Act 1966*, the Commission must ensure, in the performance of its functions, that the Commission conforms with the provisions of the applicable responsible gambling codes of practice or the applicable advertising codes of practice prescribed under the *Gambling Administration Act 2019*.

State Lotteries Gambling Code of Practice**Part 1—Preliminary****1. Scope**

This code of practice is prescribed under section 15 of the *Gambling Administration Act 2019*, for the purposes of the *State Lotteries Act 1966*, and is inclusive of the advertising code of practice (*Part 2*) and the responsible gambling code of practice (*Part 3*).

2. Commencement

This code of practice comes into operation on 23 December 2021.

3. Purpose of the code

- (1) The purpose of this code of practice is to promote the objects of the *Gambling Administration Act 2019* and, in particular—
 - (a) to reduce the prevalence and severity of harm associated with the misuse and abuse of gambling activities; and

- (b) to foster responsible conduct in relation to gambling and in particular, to ensure that gambling is conducted responsibly, fairly and honestly, with regard to minimising the harm associated with gambling; and
 - (c) to facilitate the balanced development and maintenance, in the public interest, of an economically viable and socially responsible gambling industry in the State recognising the positive and negative impacts of gambling on communities; and
 - (d) to ensure that gambling is conducted honestly and free from interference, criminal influence and exploitation; and
 - (e) to ensure, as far as practicable, that the conduct of gambling is consistent with the expectations and aspirations of the public.
- (2) For the purposes of clause 3(1)(a) harm associated with the misuse and abuse of gambling activities includes—
- (a) the risk of harm to children, vulnerable people and communities (whether to a community as a whole or a group within a community); and
 - (b) the adverse economic, social and cultural effects on communities (whether on a community as a whole or a group within a community); and
 - (c) the adverse effects on a person’s health or welfare; and
 - (d) the adverse effects on a person’s family, friends and work colleagues.
- (3) The intention of this code of practice is to commit gambling providers to—
- (a) ensure that gambling practices are consistent with the community’s expectations that gambling businesses will be conducted in a responsible manner so as to minimise the harm caused by gambling;
 - (b) ensure that gambling advertising is consistent with the community’s expectations that gambling businesses will be conducted in a responsible manner so as to minimise the harm caused by gambling and is socially responsible;
 - (c) consider and implement measures to minimise harm associated with gambling activities;
 - (d) maintain standards of operational practice that, as a matter of course, address harm minimisation;
 - (e) not undertake operational practices involving unacceptable risk of harm.

4. Interpretation

- (1) Unless the contrary intention appears, expressions defined in the *Gambling Administration Act 2019* and *State Lotteries Act 1966* have the same meaning in this code of practice.

condensed warning message means the following message - “*Gamble responsibly*”

gambling advertising means any advertising by a gambling provider of a particular gambling product, products or gambling activity (including to open a gambling account), whether in print or electronic form, including media (internet and all electronic and social media), radio, television, print media, signs and billboards, and any advertising on radio or television in the nature of a plug or endorsement, celebrity commentary, or program content which is in exchange for payment, or some other form of valuable consideration.

gambling provider for the purpose of this code means the Lotteries Commission of South Australia (the Lotteries Commission).

gambling area means the immediate environs of the point of sale for a product authorised under the *State Lotteries Act 1966*.

inducement means any credit, voucher or reward offered to a person as an inducement to participate, or to participate frequently, in any gambling activity (including as an inducement to open a gambling account, or as an inducement to not close a gambling account).

permitted external sign means a sign affixed to the outside of a building containing a gambling area or affixed to the outside of a permanent structure within the immediate environs of a building containing a gambling area, which is under the control of the gambling provider that—

- (a) displays the gambling provider’s logo or name; or
- (b) indicates the availability of a gambling activity inside the building.

private webpage means a webpage, application or a display on an internet-enabled device, which provides for a person to gamble with the gambling provider.

5. Mandatory nature of the code

- (1) Under section 15 of the *Gambling Administration Act 2019*, the Liquor and Gambling Commissioner (the Commissioner) may prescribe advertising codes of practice and responsible gambling codes of practice.
- (2) A gambling provider must not contravene or fail to comply with a provision of a code of practice.
- (3) For the purposes of section 16 of the *Gambling Administration Act 2019*—
- (a) if the letter “A”, “B”, “C” or “D” appears in column B of the table in Schedule 2 next to the listing of a provision, contravention or failure to comply with the provision is declared to be an offence in the category corresponding to that letter;

- (b) if the letter “A”, “B”, “C” or “D” appears in column C of the table in Schedule 2 next to the listing of a provision, the offence of contravention or failure to comply with the provision is declared to be an expiable offence in the category corresponding to that letter.

6. Application of this code of practice under section 15 of the Gambling Administration Act 2019

- (1) Part 2 of this code of practice operates as the prescribed advertising code of practice for the purposes of section 15(1)(a) of the *Gambling Administration Act 2019*.
- (2) Part 3 of this code of practice operates as the prescribed responsible gambling code of practice for the purposes of section 15(1)(b) of the *Gambling Administration Act 2019*.
- (3) The Commissioner may vary or revoke a code of practice or a provision of a code of practice by notice in the Government Gazette.
- (4) The Commissioner may, at any time, undertake a review of the codes of practice.

7. Liability for act or default of agent

For the purposes of this code, an act or default of an agent of the gambling provider will be taken to be an act or default of the gambling provider unless the Commissioner is satisfied that the agent acted outside the scope of the agent’s actual, usual and ostensible authority, or in a manner inconsistent with obligations imposed by the gambling provider on the agent.

8. Role of peak bodies

The gambling provider may satisfy a code of practice obligation through the actions of a peak body, except in relation to the gambling provider’s obligations in respect to training.

A peak body is a genuine association formed to protect or promote the interests of a section of the gambling industry.

Peak body includes, in relation to a person who is an agent of the gambling provider, the principal in the agency relationship. In the case of a SA Lotteries agent, the relationship could be established by either Tatts Lotteries SA Pty Ltd (Tatts), as master agent, or the Lotteries Commission itself.

Part 2—Required advertising practices

The gambling provider is to ensure that gambling advertising is conducted in a responsible manner that takes into account the potential adverse impact it may have on the community, particularly minors, people experiencing gambling-related harm or at risk of developing negative consequences associated with their gambling.

Gambling advertising must be compliant with applicable State and Federal laws and any relevant industry codes of practice.

9. Responsible gambling advertising

- (1) The gambling provider must ensure that gambling advertising—
 - (a) does not encourage a breach of law;
 - (b) does not depict children gambling;
 - (c) is not false, misleading or deceptive;
 - (d) does not suggest that winning will be a definite outcome of participating in gambling activities;
 - (e) does not promote the consumption of alcohol while engaging in gambling activities;
 - (f) must be published in accordance with decency, dignity and good taste;
 - (g) does not offer any credit, voucher or reward, as an inducement to participate, or to participate frequently, in any gambling activity (including as an inducement to open a gambling account).
 - (h) does not make claims related to winning or the prizes that can be won that are not based on fact, are unable to be proven or that are exaggerated;
 - (i) does not suggest that a player’s skill can influence the outcome of gambling activity in relation to gambling where a player’s skill cannot influence the outcome of the gambling activity;
 - (j) does not exaggerate the extent to which skill can influence the outcome of gambling activity in relation to gambling where the outcome does not involve an element of lottery;
 - (k) does not include the expressions “Win” or “\$”, unless these expressions specifically relate to a prize that has been determined or is payable, or to an estimate of a prize which can be won.
- (2) For the purposes of this clause, the gambling provider will not be regarded as advertising when—
 - (a) the gambling provider sends communication direct to a customer;
 - (b) the gambling provider draws attention on its website to its gambling products or gambling activities;
 - (c) the gambling provider draws attention, in printed point of sale material, to its gambling products or gambling activities;

- (d) a person, by use of an internet search engine, an automated indexing system or any like facility, views or retrieves a link or reference to the gambling provider (whether or not the gambling provider has paid for the link to appear or to have greater prominence than it would otherwise).
 - (e) the gambling provider draws attention to the community benefits of lotteries, rather than to its gambling products or gambling activities.
- (3) The gambling provider must keep a copy (in print or electronic form) of any gambling advertising, including advertising of acceptable trade promotion lotteries, available for inspection for a period of 12 months following the conclusion of the advertising campaign.

10. Prize promotions and advertising

- (1) Gambling advertising that refers to, or relies on prizes which are available to be won, or the frequency the prize may be won (whether or not the prize is a prize of money)—
- (a) must include sufficient information for a reasonable person to understand the overall return to player or odds of winning; and
 - (b) if intended to encourage a person to gamble during a particular period, include sufficient information for a reasonable person to appreciate how likely it is that the prize will be won by someone during that period.
- (2) If, in seeking to comply with this clause, the gambling provider—
- (a) calculates the theoretical number, value and frequency of prizes to be won;
 - (b) in the advertising suggests an outcome no less favourable to the gambling provider than that theoretical outcome; and
 - (c) obtains an actual outcome more favourable than that which was advertised,
- the gambling provider will still be regarded as complying with this clause.
- (3) Sub-clause (1)(a) does not apply to advertising of a trade promotion lottery offered in conjunction with the purchase of a gambling product if the odds or chance of winning the lottery are affected by the number of entrants, or dependent on similar factors beyond the control of the gambling provider.

11. Permissible advertising of loyalty programs, trade promotion lotteries and complimentary gambling products

- (1) Despite clause 9(1)(g), the gambling provider may advertise an inducement for participation in an acceptable loyalty program by drawing attention to the name of the loyalty program, its availability to customers and the benefits to members of the program, as long as the customer is directed to the program's full terms, conditions and benefits that are published on a public website, or on signs in or near a gaming area, or in a document available in or near a gaming area.
- (2) Despite clause 9(1)(g), the gambling provider may advertise an inducement in the form of participation in an acceptable trade promotion lottery by drawing attention to the prizes, or of the offering of a complimentary gambling product.

12. Mandatory warning messages

- (1) Expanded warning messages, as set out in Schedule 1 for the stated periods, must be included in gambling advertising, unless the inclusion of the expanded warning message in that particular advertising would be unreasonable or impracticable.
- (2) If gambling advertising does not include an expanded warning message, the gambling advertising must include the condensed warning message.
- (3) When a mandatory warning message is included in gambling advertising, the manner of its inclusion must be consistent with the message being a warning message.
- (4) Gambling advertising which is a text message, tweet, email or social media posting of less than 160 characters must be concluded with the condensed warning message. If the text message is more than 160 characters it must be concluded with the condensed warning message and the national gambling helpline number 1800 858 858.

13. Advertising on Radio and Television

- (1) Gambling advertising must not be placed on radio between 6.00am and 8.30am, Monday to Friday (*both days inclusive*).
- (2) Gambling advertising must not be placed on television between 4.00pm and 7.30pm, Monday to Friday (*both days inclusive*).
- (3) Despite clause 12, gambling advertising on radio may be accompanied by the condensed warning message and in the case of a plug or commentary, must end with the condensed warning message.
- (4) Despite clause 12, gambling advertising on television that is longer than 15 seconds, must be accompanied by the expanded warning message and in the case of a plug or commentary, must end with the condensed warning message and the national gambling helpline number 1800 858 858.
- (5) A mandatory warning message announced on radio or television must be spoken in a neutral tone, at a speed that is clear and easily understood and otherwise presented in a way which reflects the importance of a warning message.
- (6) The gambling provider must ensure, through instructions about their obligations under this code, that a mandatory warning message is appropriately respected for gambling advertising in live announcements and when mentioned by announcers before or after the broadcast of its gambling advertising.

- (7) In the case of the presence of the gambling provider's logo on a screen, other than as part of a commercial which includes a mandatory warning message, the logo must include the condensed warning message adjacent to the logo occupying no less space than that occupied by the logo. This does not include logos on participants' uniforms (*see clause 14(7), (8) and (9)*).
- (8) A mandatory warning message appearing in gambling advertising on television must occupy at least 25% of the screen area for at least 1/6th of the length of the advertisement, or occupy the whole screen area for at least 1/10th of the length of the advertisement.
- (9) The mandatory warning message must be spoken at the same time as it appears on a television screen.
- (10) Clauses 13(6), (7) and (8) do not apply where gambling advertising appears on television only because the broadcast image is of a public event at which the advertising has been placed.

14. Additional requirements for print media, outdoor and other forms of advertising

- (1) If the condensed warning message is used in advertising to which this clause applies, it must be accompanied by the national gambling helpline number 1800 858 858.
- (2) In printed gambling advertising, the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct, and must occupy at least 10% of the space occupied by the advertising.
- (3) In outdoor gambling advertising (other than a permitted external sign) the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct, and must occupy at least 10% of the space occupied by the advertising.
- (4) Gambling advertising in the form of a permitted external sign need not be accompanied by a mandatory warning message.
- (5) An outdoor or indoor display or sign at a venue for any sort of event which is broadcast on television; or for an event on which betting takes place, the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct, and must occupy at least 10% of the space occupied by the advertising.
- (6) If the gambling advertising referred to in sub-clause (5) is presented by means of a display which is constantly moving, scrolling or changing, or is capable of immediate or scheduled systematic changes, the mandatory warning message must be presented in a font and colour with sufficient contrast as to make it distinct and must occupy at least 25% of the space occupied by the advertising.
- (7) Gambling advertising which is the placement of a logo on the apparel of a participant (including an official) in an event which is broadcast on television in South Australia, or at an event at which gambling takes place, must be accompanied by the placement of the condensed warning message adjacent to the logo, occupying no less than half the space occupied by the logo.
- (8) Gambling advertising in the form of a small logo (occupying no more than 5400mm² with no linear dimension longer than 180mm) need not be accompanied by a mandatory warning message.
- (9) Gambling providers must ensure that participants do not wear its logo on occasions when they are engaging solely or mainly with minors.
- (10) Gambling advertising which is no more than the inclusion in—
 - (a) the title of an event or the name of a team participating in an event; or
 - (b) the name of a place of a sponsor's name or brand,need not be accompanied by a mandatory warning message. This does not apply to gambling advertising in relation to participant uniforms, as set out in sub-clauses (7) and (8).

Part 3—Responsible gambling practices

The gambling provider must ensure that its general gambling practices are consistent with community expectations that gambling operations will be conducted responsibly and in a manner that minimises the harm caused by gambling, and is socially responsible.

The gambling provider must conduct its business in accordance with all applicable State and Federal laws and legal requirements, and co-operate with regulatory bodies and government agencies in all matters, including compliance with legal obligations.

15. Responsible gambling operations

- (1) The gambling provider must, for all gambling areas, virtual gambling areas, gambling telephone lines and internet sites, through which it provides its gambling products, ensure the existence of a document or documents (whether hard copy or otherwise) detailing—
 - (a) the manner in which staff training and measures for interventions with problem gamblers are implemented;
 - (b) the roles of staff (by job title) in the implementation of this code.
- (2) A document required by sub-clause (1) may be incorporated with any other operational document maintained by the gambling provider, but must be made known to and readily available to staff and staff must be trained and ensure compliance with the documents.
- (3) The gambling provider must develop and implement effective policies and procedures that enable staff to—

- (a) identify people displaying signs of gambling harm by, but not limited to, reviewing player accounts for changes in patterns of play (e.g. increase in frequency of gambling, increase in spend), reviewing pre-commitment arrangements (including requests to increase spend and play limits), and reviewing customer communication (written and verbal) that may indicate the person may be experiencing harm; and
 - (b) respond to people displaying signs of gambling harm by engaging in a conversation about their gambling behaviour, offering pre-commitment and barring options, and referring them to a gambling help service; and
 - (c) ensure staff are trained in and carry out their functions in accordance with such policies and procedures.
- (4) The gambling provider must establish a reporting process for the identification of suspected problem gamblers by staff and the recording of their details.
 - (5) The gambling provider must ensure they have a system in place to identify and monitor problem gambling indicators, and review the record of suspected problem gamblers at least weekly, including the details of the review and any steps taken to intervene. Data captured by this system may only be used for the purpose of harm minimisation and no other purpose.
 - (6) The record of suspected problem gamblers must include sufficient detailed information to enable staff in gambling areas to identify the patron, and must be readily available to staff at any time and the Commissioner upon request.
 - (7) If any loyalty program data or account data indicate that a person may be at risk of harm from gambling, the gambling provider must limit the person's gambling activities (e.g. by suspending the account) until the customer is able to verify that they are able to sustain an increased level of gambling;
 - (8) If a person requests voluntary exclusion, the gambling provider must bar the person forthwith in accordance with Part 6 of the *Gambling Administration Act 2019*.
 - (9) If a person requests third party involuntary barring of a gambler, the gambling provider must promptly make a considered decision.
 - (10) The gambling provider must document and implement procedures to ensure that enquiries about barring (regardless of who initiates them) and approaches for the making of barring orders, are responded to in a manner that is informative, timely and culturally appropriate, with the aim of dealing with an in-venue approach while the person is in the venue and dealing with telephone enquiries in one call where possible, using an interpretation service if required.
 - (11) The gambling provider may make flexible informal arrangements with patrons, only if the arrangements limit, manage or control a gamblers access to gambling and the gambling provider reasonably expects that informal arrangements would be beneficial for the gambler. This clause does not apply if a person requests a voluntary exclusion.
 - (12) The gambling provider must note the details of any informal arrangements, including details of any agreed pre-commitment arrangements, and make them available to the Commissioner upon request.
 - (13) All staff involved in selling the gambling provider's gambling products, or otherwise dealing with customers must log into the barring register each time when on duty, or be provided with a current printed consolidated barring list from the barring register to review any new or updated barring information.
 - (14) The gambling provider must ensure that at least one employee has "Administrator" access for the purpose of updating and registering information into the barring register within the prescribed timeframe.
 - (15) The gambling provider must ensure that any loyalty program database, account holders database or any like list identifies a person who is excluded (whether by formal barring order or otherwise) and ensures that person is not sent any marketing communications.
 - (16) The gambling provider must take reasonable steps to ensure that staff with a potential or actual gambling problem (involving any sort of gambling) are identified and referred for counselling, support or therapy.
 - (17) The gambling provider must ensure that there is adequate natural or artificial lighting in gambling areas to enable clocks and signs to be easily read and the faces of people within the gambling area to be easily identified.
 - (18) The gambling provider must not permit a second-hand dealer or pawnbroker to conduct business in gambling areas.

16. Customer information and signage in gambling areas

- (1) The gambling provider must—
 - (a) ensure the prominent display of the condensed warning message and the national gambling helpline number 1800 858 858 on or near each point of sale of its gambling product and on any electronic display in a gambling area which is used for displaying venue generated messages in the nature of internal advertising;
 - (b) in each gambling area display prominently a message indicating that gambling operations are governed by a code of practice and ensure that a copy of this code is made available on request;
 - (c) ensure that a quantity of helpline cards are available on or near each ATM and other places throughout gambling areas; and
 - (d) ensure that the time of day is prominently displayed and visible throughout gambling areas.
- (2) The gambling provider must—
 - (a) prominently display and renew responsible gambling materials (including a poster and pamphlet) in gambling areas in a form which includes the expanded warning message, or if it is not reasonable or practicable to include the expanded warning message, the condensed warning message; and

- (b) make available its responsible gambling poster written in English, Arabic, Chinese, Greek, Italian, Vietnamese, and any other relevant language.
- (3) If a gaming machine or casino licensee is also the agent of the Lotteries Commission and has placed additional responsible gambling signage and a multi-lingual sign in areas which are gambling areas for the purposes of the Lotteries Commission, the Lotteries Commission is deemed to have complied with the requirements of sub-clauses (1) and (2).

17. Self-service terminals

- (1) If the gambling provider installs, in a place in which it is otherwise authorised to provide its gambling product, a device which allows customers to purchase the gambling product and process winnings without the assistance of an operator, the gambling provider must ensure that—
 - (a) subject to sub-paragraph (b), the device is configured to allow the gambling product to be purchased using a customer's gambling account; and
 - (b) if the device is configured to allow the gambling product to be purchased other than by using a gambling account, enhanced responsible gambling measures approved by the Commissioner in respect of the device (or class of device) are being implemented; and
 - (c) if the device is able to be operated by the insertion of cash—
 - (1) the device must have a maximum cash deposit limit of \$100; and
 - (2) the device must have pause functionality if the gambling provider's staff suspect the customer may be under the age of 18 years old, may be barred, is demonstrating difficulty controlling their gambling or is intoxicated; and
 - (3) the device must display the relevant expanded warning message on the screen at no more than 10 minute intervals; and
 - (4) the device must display the relevant expanded warning message alternating with the condensed warning message and the national helpline number 1800 858 858, at the bottom of the screen at all times, at no more than 10 minute intervals; and
 - (5) when the device's screen has been idle for a period of time, the length of which is approved by the Commissioner, a message must be displayed including:
 - i. a statement that the device is restricted to people aged 18 or more (18+ only)
 - ii. a statement that the device is regulated by state law and codes of practice and that it is subject to inspection by an agency of the State, along with advice as to a telephone number to call to register a complaint; and
 - (d) the device must have the functionality to send high volume alerts, at levels approved by the Commissioner, to the gambling provider's staff, for the purpose of monitoring patrons who may be demonstrating behaviours indicative of having problems controlling their gambling; and
 - (e) the device must be installed in line of sight of the gambling provider's staff; and
 - (f) there must be electronic surveillance of the device with recordings to be kept for a period of time approved by the Commissioner.

18. Customer information and help information

- (1) The gambling provider must take all reasonable steps to ensure that a patron who demonstrates difficulty in controlling their personal expenditure on gambling products has their attention drawn to the name and telephone number of a widely available gambling help service.
- (2) The gambling provider must—
 - (a) identify a gambling rehabilitation agency that their patrons and families can readily access (including the location of the agency and a direct number to a contact person at the agency);
 - (b) ensure that staff are sufficiently informed about the identity and location of the gambling rehabilitation agency so as to be able to direct patrons to the agency; and
 - (c) ensure that management level contact is established and maintained with the gambling rehabilitation agency about problem gambling matters.

19. Account holder information and signage for virtual gambling areas

- (1) The gambling provider must in each virtual gambling area—
 - (a) display prominently a message indicating that its gambling operations are governed by a code of practice; and
 - (b) ensure that a copy of this code is available from the webpage or screen that constitutes the virtual gambling area.
- (2) The gambling provider must provide prominent access to its responsible gambling materials on each website which includes a virtual gambling area.

- (3) The gambling provider must ensure the prominent display of the condensed warning message at every point of sale in its virtual gambling areas.
- (4) The gambling provider must—
 - (a) at the time of establishing a gambling account indicate that its gambling operations are governed by a code of practice and provide its responsible gambling materials (including a printed or electronic pamphlet) to the account holder; and
 - (b) when providing a statement for a gambling account, include a mandatory warning message as part of the statement.
- (5) For the purposes of sub-clauses (2) and (4), the gambling provider must—
 - (a) publish its responsible gambling materials in a form which includes the contents of a helpline card and the expanded warning message;
 - (b) make available a short form of its responsible gambling materials written in English, Arabic, Chinese, Greek, Italian, Vietnamese and any other language which the gambling provider considers appropriate.
- (6) The gambling provider must take all reasonable steps to ensure that an account holder who demonstrates difficulty in controlling their personal expenditure on gambling products has their attention drawn to the name and telephone number of a widely available gambling help service.
- (7) The gambling provider must reinforce its responsible gambling policy in account holder newsletters and other communications.

20. Alcohol and Gambling

- (1) In gambling areas, the gambling provider must take all practicable steps—
 - (a) to prevent a person from being allowed to gamble if their speech, balance, coordination or behaviour is noticeably affected and it is reasonable to believe that the affected speech, balance, coordination or behaviour is the result of the consumption of liquor or some other substance;
 - (b) to prevent a person entering or remaining in a gambling area if their speech, balance, coordination or behaviour is noticeably affected and it is reasonable to believe that the affected speech, balance, coordination or behaviour is the result of the consumption of liquor or some other substance;
 - (c) to ensure that liquor is not supplied to reward, promote or encourage continued gambling.
- (2) If the gambling provider is operating a gambling telephone line, the gambling provider must take all practicable steps to prevent a person from being allowed to gamble if the person's speech, coordination or behaviour is noticeably impaired and it is reasonable to believe that the impairment is the result of the consumption of liquor or some other substance.

21. Inducements

- (1) The gambling provider must not offer or provide any inducement directed at encouraging a person to gamble.
- (2) Sub-clause (1) does not apply to—
 - (a) the offering or provision of participation in an acceptable loyalty program (*see clause 22*);
 - (b) the offering or provision of participation in an acceptable trade promotion lottery (*see clause 23*), by drawing attention to the prizes;
 - (c) the offering or provision of a complimentary gambling product;
 - (d) the offering or provision in a gambling area of complimentary non-alcoholic beverages and refreshments of nominal value; or
 - (e) the offering or provision of an inducement in respect of a pre-commitment trial approved by the Commissioner, subject to the terms of the approval.

22. Acceptable loyalty programs

- (1) A loyalty program is an acceptable loyalty program if it is a structured program which—
 - (a) is conducted in accordance with published terms and conditions;
 - (b) is advertised in a manner consistent with the advertising requirements for the gambling providers gambling products;
 - (c) offers rewards proportionate to gambling activity (including non-monetary privileges attached to tiers in a stepped rewards system);
 - (d) offers regular activity statements;
 - (e) includes a facility for predictive monitoring of the patterns of gamblers' gambling activity, with the purpose of intervening in cases where there is a risk of problem gambling, which provides in respect of each person participating in the loyalty program—
 - (1) the identification of changes of significance between the most recent month (whether or not a calendar month) and past months of the amount of money spent;
 - (2) the amount of time spent; and

- (3) the intensity of the person's activity, with parameters which are able to be adjusted to produce a manageable number of cases for consideration of intervention; and
- (f) it has been approved by the Commissioner in terms of its rules, conditions, promotions, predictive monitoring processes and the manner in which it is to be advertised and promoted.

23. Acceptable trade promotion lotteries

- (1) A lottery is an acceptable trade promotion lottery if—
 - (a) being a trade promotion lottery within the meaning of the Lotteries Regulations 2021, it is a licensed lottery or a permitted lottery under the *Lotteries Act 2019*;
 - (b) its dominant purpose is to reward or retain existing patrons, rather than attracting new patronage or encouraging patrons to gamble more than they would otherwise;
 - (c) the advertising is limited to promotion to account holders, on a private webpage on the gambling provider's own website, by direct communication to customers that have expressly agreed to receiving advertising and within gambling areas.
 - (d) the advertising of the promotion draws attention to the prize(s) of the promotion, rather than the gambling product itself;
 - (e) the promotion does not encourage people to gamble for a minimum period or for a minimum amount to qualify for a reward or benefit; and
 - (f) in respect of an authorised lottery referred to in (a) above, it has been approved by the Commissioner in terms of its rules, conditions and the manner in which it will be advertised.

24. Gambling accounts

Where this clause, and any following clauses makes reference to account holders being able to purchase an entry with the gambling provider by telephone, internet or other electronic means, this is a reference to a means of communicating at a distance by the use of electronic devices.

- (1) The gambling provider must not provide gambling services to a person in South Australia by telephone, internet or other electronic means unless the gambling provider has established a gambling account for the person.
- (2) If the gambling provider has established a gambling account for a person—
 - (a) the account—
 - (1) may only be credited with funds deposited by the person, or at the person's direction from a third party (not being a person in a close associate relationship with the gambling provider); and
 - (2) must not be allowed to have a negative balance;
 - (b) the terms and conditions governing the account must not operate—
 - (1) to impose a waiting period on withdrawals from the account;
 - (2) to allow funds pending withdrawal to be used for gambling; or
 - (3) to require a particular level of gambling, or a particular use of funds in the account, as a condition of withdrawal; and
 - (c) the gambling provider must ensure that its business systems—
 - (1) facilitate withdrawals from the account as soon as practicable; and
 - (2) do not allow funds pending withdrawal to be applied to any purpose other than the withdrawal.
- (3) Sub-clause (2) does not operate—
 - (a) to preclude the following routine transactions on a gambling account—
 - (1) the crediting of winnings or prizes, or the making of refunds on the outcome of a protest or like transaction;
 - (2) the redemption of rewards as part of the operation of an acceptable loyalty program;
 - (3) the redemption of prizes won in an acceptable trade promotion lottery; and
 - (4) the making of *ex gratia* payments resolving complaints or disputes;
 - (b) to preclude the gambling provider from implementing—
 - (1) procedures reasonably necessary to ensure compliance with laws relating to the handling of money or the reporting of financial transactions;
 - (2) procedures required by or under the licence or other authority authorising the gambling provider to conduct its gambling business;
 - (3) procedures for the holding of a major prize pending identification of those entitled to claim the prize; or
 - (c) to preclude a gambling account having a negative balance as the result of the reversal of an individual transaction.

25. Duplicate accounts

- (1) The gambling provider must ensure that each account holder has no more than one gambling account except where—
 - (a) the account holder has a fortnightly turnover consistent with an annual turnover of more than \$1 million and the gambling provider is satisfied that there is good reason for the account holder to have more than one gambling account; or
 - (b) the gambling provider offers only the net losses pre-commitment option referred to in clause 26(2)(b)(1).

26. Pre-commitment limits and periods

- (1) The gambling provider must, in respect of account based gambling, provide a pre-commitment scheme.
- (2) A pre-commitment scheme referred to in sub-clause (1) must meet the following minimum requirements—
 - (a) an account holder must be able to set a pre-commitment limit for a fixed period of 7 days (the “relevant period”);
 - (b) the pre-commitment limit set by the account holder may apply, at the election of the gambling provider, to—
 - (1) net losses by the account holder (regardless of the number of accounts held) during the relevant period;
 - (2) deposits made to the account during the relevant period; or
 - (3) a combination of both;
 - (c) a gambling account must not be able to be used until the account holder has set a pre-commitment limit or chosen not to set a pre-commitment limit;
 - (d) the gambling provider, at intervals of no less than 2 years, must contact each account holder who has chosen not to set a pre-commitment limit to offer the choice to set a pre-commitment limit;
 - (e) a decision by an account holder to—
 - (1) increase or revoke a pre-commitment limit; or
 - (2) change the start day for the relevant period;must not come into effect for a period of 7 days;
 - (f) a decision by an account holder to decrease a pre-commitment limit must be given effect as soon as practicable.
- (3) A pre-commitment scheme referred to in sub-clause (1) may include additional limits and features so long as they do not conflict with the minimum requirements set out in sub-clause (2).

27. Account balances

- (1) The gambling provider must provide an account holder with an account balance—
 - (a) whenever money is withdrawn (other than for the purchase of a gambling product); and
 - (b) whenever money is deposited into a gambling account via an online transaction; and
 - (c) in the case of a purchase placed by internet, whenever a purchase is made from the account; and
 - (d) upon request by the account holder.

28. Pre-commitment to be promoted

- (1) The gambling provider must promote the availability of the pre-commitment scheme—
 - (a) on any brochures, pamphlets or marketing information (other than advertising) that provides information on how a gambling account may be established;
 - (b) as part of the welcome pack (however described) provided to an account holder upon account establishment;
 - (c) on the gambling provider’s website, both on the homepage and on any point of sale page; and
 - (d) on account balances (when provided in writing) and activity statements.

29. Activity statements

- (1) The gambling provider must send an account holder a routine activity statement—
 - (a) for each calendar month in which there are 50 or more transactions conducted on a gambling account; and
 - (b) for each period of consecutive calendar months (up to three calendar months) in which more than 40 transactions are conducted on a gambling account (which statement may be combined with a statement required by paragraph (a)); and
 - (c) at least once in each period of 12 months following the provision of an activity statement, so as to provide a continuous record of gambling activity.
- (2) The gambling provider must, in addition to activity statements required by sub-clause (1), send a special activity statement to an account holder upon request for the period nominated by the account holder.

- (3) Despite sub-clause (1), the gambling provider may meet the requirements for routine activity statements by sending activity statements on a rolling monthly basis (whether or not the statement periods are calendar months).
- (4) Despite sub-clause (1)(c), the gambling provider is not required to send an annual activity statement in respect of an account that has a credit balance of \$10 or less at the end of the relevant year and which there has been no gambling activity in that year.
- (5) An activity statement must be sent in writing.
- (6) The gambling provider may satisfy the requirement to send an activity statement in writing by sending the statement, by email if the account holder elects to receive the statement that way, by post or some other form of physical delivery.
- (7) If an account holder elects to receive activity statements by post or some other form of delivery, the gambling provider is not prevented by this code from recovering the additional cost occasioned by the mode of delivery.
- (8) An activity statement must include details of each transaction in the statement period, including the amount, date, time, description of the transaction, and the amount of spotters' fees relating to the account in the statement period.
- (9) If an account holder elects to receive activity statements by email, the statement records 20 or more transactions on any one day during the relevant period and the gambling provider offers a facility for the account holder to view individual transactions online, the gambling provider may provide the statement in a form which aggregates on a daily basis the amounts deposited, withdrawn, bet and won.

30. Required training

- (1) The gambling provider must—
 - (a) ensure that all people involved in selling its gambling products, or otherwise dealing with patrons, receive problem gambling training—
 - (1) for all staff at induction – basic training which identifies problem gambling and which explains the role and process of barring and exclusion; and
 - (2) for supervisory and managerial staff (including the person in charge of a call centre, a physical point of sale or a physical gambling area) – advanced training on the identification of, and intervention techniques for, problem gambling;
 - (b) provide refresher courses for all staff at least each 2 years;
 - (c) include responsible gambling information in employee newsletters and magazines;
 - (d) provide responsible gambling materials in the workplace to remind staff of policies and their responsibilities; and
 - (e) if the gambling provider installs, in a place in which it is otherwise authorised to provide its gambling products, a device which allows customers to purchase the gambling product and process winnings without the assistance of an operator and the device is configured to allow the gambling product to be purchased other than by using a gambling account, must have enhanced training for staff to ensure the use of the devices are adequately monitored and additional harm minimisation measures are understood and implemented as required.
- (2) If the gambling provider uses an external provider for training, that training provider must be a registered training organisation under the *National Vocational Education and Training Regulator Act 2011* (Commonwealth).
- (3) For the purposes of sub-clause (1), basic and advanced training programs must be designed to—
 - (a) provide information about the potential effect of gambling on customers;
 - (b) include information on the recognition and identification of problem gambling traits; and
 - (c) ensure that the processes for approach, intervention, referral and follow-up are clear and well understood.
- (4) The gambling provider must—
 - (a) make arrangements to ensure that training programs provided to its staff are the subject of an annual review of or audit for their compliance with the requirements of this code; and
 - (b) provide a report of the outcome of each review or audit to the Commissioner within 28 days after completion.
- (5) The Commissioner, on the application of a gambling provider or a relevant peak body, may grant exemptions from the operation of this clause in respect to the deferral of training required on induction by up to 3 months.
- (6) Sub-clauses (1)(a) and (b) do not apply (at the election of the gambling provider) in respect of a person on the staff of an agent which is coincidentally a gaming machine or casino licensee, if that person has received and is current with the training required by their relevant code of practice.

31. Individual exemptions

- (1) The Commissioner may, on application by a gambling provider, exempt the gambling provider from a specified provision of this code of practice.
- (2) The Commissioner may impose conditions in respect of an exemption.

- (3) The Commissioner may on the Commissioner's own initiative, by written notice to a gambling provider or on application by a gambling provider, vary or revoke an exemption.

Schedule 1—

State Lotteries Act 1966

Expanded warning messages

Don't let the game play you. Stay in control. Gamble responsibly.	1 July 2021 to 31 December 2021
Stay in control. Leave before you lose it. Gamble responsibly.	1 January 2022 to 30 June 2022
You know the score. Stay in control. Gamble responsibly.	1 July 2022 to 31 December 2022
Know when to stop. Don't go over the top. Gamble responsibly.	1 January 2023 to 30 June 2023
Think of the people who need your support. Gamble responsibly.	1 July to 31 December 2023
Don't chase your losses. Walk away. Gamble responsibly.	1 January to 30 June 2024.

Schedule 2—

State Lotteries Act 1966

Categories of Offences and Expiations

Column A Clause No.	Column B Offence category	Column C Expiation category
9(1)(a)	A	A
9(1)(b)	B	B
9(1)(c)	A	A
9(1)(d)	B	B
9(1)(e)	D	D
9(1)(f)	D	D
9(1)(g)	D	D
9(1)(h)	C	C
9(1)(i)	C	C
9(1)(j)	C	C
(9)(1)(k)	C	C
9(3)	C	C
10(1)(a)	C	C
10(1)(b)	C	C
12(1) This penalty applies where the condensed message is used when the expanded warning message should have been used.	D	D
12(2) This penalty applies where no warning message appears.	B	B
12(3)	C	C
12(4)	B	B
13(1)	B	B
13(2)	B	B
13(3)	B	B
13(4)	B	B
13(5)	B	B
13(6)	C	C
13(7)	B	B
13(8)	C	C
13(9)	C	C
14(1)	B	B
14(2)	C	C
14(3)	C	C
14(5)	C	C
14(6)	C	C

Column A Clause No.	Column B Offence category	Column C Expiation category
14(7)	B	B
14(9)	C	C
15(1)	B	B
15(2)	B	B
15(3)	A	A
15(4)	D	D
15(5)	C	C
15(8)	A	A
15(9)	D	D
15(10)	D	D
15(12)	C	C
15(13)	D	D
15(14)	D	D
15(15)	A	A
15(16)	A	A
15(17)	C	C
15(18)	C	C
16(1)(a)	D	D
16(1)(b)	D	D
16(1)(c)	D	D
16(1)(d)	D	D
16(2)(a)	B	B
16(2)(b)	D	D
17(1)(b)	B	B
17(1)(c)	A	A
18(1)	B	B
18(2)(a)	B	B
19(1)	D	D
19(2)	C	C
19(3)	D	D
19(4)(a)	D	D
19(4)(b)	D	D
19(5)(a)	D	D
19(5)(b)	D	D
19(6)	B	B
19(7)	D	D
20(1)(a)	B	B
20(1)(b)	D	D
20(1)(c)	D	D
20(2)	D	D
21(1)	B	B
24(1)	B	B
24(2)	B	B
26(1)	A	A
26(2)(a)(b)(c)(d)	D	D
26(2)(e)(f)	A	A
27	D	D
28	C	C
29	C	C
30(1)	D	D
30(4)	D	D

NOTES

1. *The Gambling Codes of Practice Notice 2013 was published in a South Australian Government Gazette on 18 December 2013 (No, 81 of 2013) at pages 4798-4844. This notice was subsequently varied by the Gambling Codes of Practice (General) Variation Notice 2016 published in the South Australian Government Gazette on 9 June 2016 (No, 81 of 2013) at pages 2049-2052.*
2. *In accordance with transitional provisions under Schedule 1—clause 3(1) of the Gambling Administration Act 2019, the Gambling Codes of Practice Notice 2013 has, since 3 December 2020, continued in force as if it had been made under section 15 of the Gambling Administration Act 2019.*
3. *Notice of intention to prescribe the State Lotteries Gambling Code of Practice by publication in the South Australian Government Gazette was given to the Commission on 16 November 2021.*
4. *Following the publication of this notice in the South Australian Gazette on 23 December 2021, the Gambling Codes of Practice Notice 2013 will cease to have effect in relation to the operations of the Lotteries Commission of South Australia.*

Dated 23 December 2021

Made by Dini Soulio
Liquor and Gambling Commissioner

GEOGRAPHICAL NAMES ACT 1991

Notice to Alter Boundaries of a Place

Notice is hereby given pursuant to Section 11B of the *Geographical Names Act 1991*, that I, Josh Teague, Minister for Planning and Local Government, Minister of the Crown (exercising the powers and functions of the Attorney-General) to whom the administration of the *Geographical Names Act 1991* is committed, DO HEREBY;

Alter the suburb boundary between Seaford Meadows and Port Noarlunga South to;

1. Exclude from the suburb of **SEAFORD MEADOWS** that area marked (A) shown highlighted in green and include in the suburb of **PORT NOARLUNGA SOUTH**.

A copy of the plan showing the extent of the altered boundary can be viewed on the Land Boundaries website at: www.sa.gov.au/placenameproposals

Dated: 8 December 2021

JOSH TEAGUE MP
Minister for Planning and Local Government
(exercising the powers and functions of the Attorney-General)

DIT: 2020/19322/01

HOUSING IMPROVEMENT ACT 2016

Rent Control

The Minister for Human Services Delegate in the exercise of the powers conferred by the *Housing Improvement Act 2016*, does hereby fix the maximum rental per week which shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each house described in the following table. The amount shown in the said table shall come into force on the date of this publication in the Gazette.

Address of Premises	Allotment Section	Certificate of Title Volume Folio	Maximum Rental per week payable
269 Gilbert Street, Adelaide SA 5000	Allotment 3 Deposited Plan 448 Hundred of Adelaide	CT 6093/417	\$600.00
32 Wilkins Road, Elizabeth Downs SA 5113	Allotment 33 Deposited Plan 53536 Hundred of Munno Para	CT5729/346	\$110.00

Dated: 23 December 2021

CRAIG THOMPSON
Housing Regulator and Registrar
Housing Safety Authority, SAHA
Delegate of Minister for Human Services

HOUSING IMPROVEMENT ACT 2016

Rent Control Revocations

Whereas the Minister for Human Services Delegate is satisfied that each of the houses described hereunder has ceased to be unsafe or unsuitable for human habitation for the purposes of the *Housing Improvement Act 2016*, notice is hereby given that, in exercise of the powers conferred by the said Act, the Minister for Human Services Delegate does hereby revoke the said Rent Control in respect of each property.

Address of Premises	Allotment Section	Certificate of Title Volume Folio
32 Randall Street, Port Mannum SA 5238	Allotment 43 Township Plan 170302 Hundred of Finnis	CT5312/873
11 Berrin Road, Morphett Vale SA 5162	Allotment 515 Deposited Plan 6691 Hundred of Noarlunga	CT5232/132

Dated: 23 December 2021

CRAIG THOMPSON
Housing Regulator and Registrar
Housing Safety Authority, SAHA
Delegate of Minister for Human Services

LANDSCAPE SOUTH AUSTRALIA ACT 2019

Declaration of Penalty in Relation to the Unauthorised or Unlawful Taking of Water

Pursuant to Section 88 of the *Landscape South Australia Act 2019* (the Act), I, Ben Bruce, delegate of the Minister for Environment and Water to whom the Act is committed, hereby declare that the following penalties are payable in relation to the unauthorised or unlawful taking of water during the consumption period that corresponds to the accounting period 1 July 2021 to 30 June 2022 inclusive:

1. Where a person who is the holder of a water allocation (other than a water allocation pursuant to an authorisation under Section 105 of the Act) takes water from a prescribed water resource listed in column one of the table in Schedule 1 to this notice, which is in excess of the amount available under the allocation, the penalty declared pursuant to Section 88(1)(a) is the corresponding rate in column two of the table in Schedule 1 per kilolitre of water taken in excess of the amount available under the allocation, as determined or assessed to have been taken in accordance with Section 79 of the Act.
2. Where a person who is the holder of a water allocation pursuant to an authorisation under Section 105 of the Act takes water from a prescribed water resource listed in column one of the table in Schedule 2 to this notice, which is in excess of the amount available under the allocation, the penalty declared pursuant to Section 88(1)(a) is the corresponding rate in column two of the table in Schedule 2 per kilolitre of water taken in excess of the amount available under the allocation, as determined or assessed to have been taken in accordance with Section 79 of the Act.
3. Where a person takes water from a prescribed water resource in column one of the table in Schedule 1 to this notice and is not authorised under section 105 or as part of a water allocation to take that water, and so acts in contravention of the Act, the penalty declared under Section 88(1)(e) is the corresponding rate in column three of the table in Schedule 1 per kilolitre of water, as determined or assessed to have been taken in accordance with Section 79 of the Act.
4. Where a person who is authorised to take water by or under a notice under Section 109 of the Act takes water from a prescribed water resource described in column one of the table in Schedule 1 to this notice which is in excess of the amount authorised for take by or under the notice under Section 109 of the Act, and so acts in contravention of the notice, the penalty declared pursuant to Section 88(1)(f) is the corresponding rate in column two of the table in Schedule 1 per kilolitre of water taken in excess of the amount authorised for take by or under the notice, as determined or assessed to have been taken in accordance with Section 79 of the Act.
5. Where a person who is not authorised to take water by or under a notice under Section 109 of the Act takes water from a prescribed water resource described in column one of the table in Schedule 1 to this notice in contravention of the notice under Section 109 of the Act, the penalty declared under Section 88 (1)(f) is the corresponding rate in column three of the table in Schedule 1, per kilolitre of water, as determined or assessed to have been taken in accordance with Section 79 of the Act.
6. Where a person may be subject to more than one penalty under Section 88 in respect of the same conduct, the penalty that is the greater shall be imposed.

In this notice:

‘the Northern Adelaide Plains Prescribed Wells Area’ means the area declared to be the Northern Adelaide Plains Proclaimed Region by proclamation under Section 41 of the *Water Resources Act 1976* (see *Government Gazette* 13 May 1976 page 2459), and as further declared by regulation under Section 125 of the *Natural Resources Management Act 2004* (see *Government Gazette* 22 July 2004, p. 2600);

‘the Central Adelaide Prescribed Wells Area’ means the area which includes the wells declared by regulation under section 125 of the *Natural Resources Management Act 2004* (*Natural Resources Management (Central Adelaide – Prescribed Wells Area) Regulations 2007*) (see *Government Gazette* 7 June 2007, pp.2573-2574);

‘the Dry Creek Prescribed Wells Area’ means the area declared to be the Dry Creek Proclaimed Wells Area by proclamation under Section 33(2) of the *Water Resources Act 1990* (see *Government Gazette* 11 July 1996 p. 76, and as further varied by *Government Gazette* 28 November 1996, p. 1747);

‘the Angas-Bremer Prescribed Wells Area’ means the area declared to be the Angas-Bremer Proclaimed Region by proclamation under Section 41 of the *Water Resources Act 1976* (see *Government Gazette* 23 October 1980 p. 1192);

‘the Peake, Roby and Sherlock Prescribed Wells Area’ means the area declared by regulation under Section 125 of the *Natural Resources Management Act 2004* (*Natural Resources Management (Peake, Roby and Sherlock Prescribed Wells Area) Regulations 2005*) (see *Government Gazette* 27 October 2005 p. 3836);

‘the Marne Saunders Prescribed Water Resources Area’ means the area declared by regulation under Section 125 of the *Natural Resources Management Act 2004* (see *Government Gazette* 20 March 2003, p. 1111);

‘the Clare Valley Prescribed Water Resources Area’ means the area declared by regulation to be the Clare Valley Prescribed Wells Area and Watercourses under section 8 of the *Water Resources Act 1997* (see *Government Gazette* 25 July 1996 p.171) and the area declared by regulation to be the Clare Valley Prescribed Surface Water Area under Section 8 of the *Water Resources Act 1997* (see *Government Gazette* 28 October 1999 p.2127);

‘the Mallee Prescribed Wells Area’ means the area declared to be the Mallee Prescribed Wells Area by proclamation under Section 41 of the *Water Resources Act 1976* (See *Government Gazette* 28 July 1983, page 205 and varied on 9 January 1986, page 19) and as further declared by regulation under Section 125 of the *Natural Resources Management Act 2004* (see *Government Gazette* 27 October 2005, p. 3833);

‘the Southern Basins Prescribed Wells Area’ means the area declared to be the Southern Basins Proclaimed Region by proclamation under Section 41 of the *Water Resources Act 1976* (see *Government Gazette* 12 March 1987 p. 596);

‘the Musgrave Prescribed Wells Area’ means the area declared to be the Musgrave Proclaimed Region by proclamation under Section 41 of the *Water Resources Act 1976* (see *Government Gazette* 12 March 1987 p. 596);

‘the Far North Prescribed Wells Area’ means the area declared to be the Far North Prescribed Wells Area by regulation under Section 8 of the *Water Resources Act 1997* (see *Government Gazette* 27 March 2003 p. 1250);

‘the Barossa Prescribed Water Resources Area’ means the area declared by regulation under Section 8 of the *Water Resources Act 1997* (see *Government Gazette* 19 May 2005, p. 1295);

‘the McLaren Vale Prescribed Wells Area’ means the area gazetted on 7 January 1999 page 13, under the provisions of the *Water Resources Act 1997*;

‘the Western Mount Lofty Ranges Prescribed Water Resources Area’ means that area which includes:

the watercourses declared by regulation under section 125 of the *Natural Resources Management Act 2004* (*Natural Resources Management (Western Mount Lofty Ranges -- Prescribed Watercourses) Regulations 2005*) (see *Government Gazette* 20 October 2005, pp. 3791-3792); and

the wells declared by regulation under section 125 of the *Natural Resources Management Act 2004 (Natural Resources Management (Western Mount Lofty Ranges – Prescribed Wells Area) Regulations 2005)* (see *Government Gazette* 20 October 2005, pp.3793-3794); and the surface water area declared by regulation under section 125 of the *Natural Resources Management Act 2004 (Natural Resources Management (Western Mount Lofty Ranges - Surface Water Prescribed Area) Regulation 2005)* (see *Government Gazette* 20 October 2005, pp. 3795-3796);

‘the Eastern Mount Lofty Ranges Prescribed Resources Area’ means that area which includes:

the watercourses and surface water area declared by regulation under section 125 of the *Natural Resources Management Act 2004 (Natural Resources Management (Eastern Mount Lofty Ranges - Prescribed Watercourses and Surface Water Prescribed Area) Regulations 2005)* (see *Government Gazette* 8 September 2005, pp.3292-3293); and

the wells declared by regulation under section 125 of the *Natural Resources Management Act 2004 (Natural Resources Management (Eastern Mount Lofty Ranges – Prescribed Wells Area) Regulations 2005)* (see *Government Gazette* 8 September 2005, pp.3294-3295);

‘the Morambro Creek Prescribed Watercourse and Prescribed Surface Water Area’ means that area which includes:

the watercourse declared by regulation under section 8 of the *Water Resources Act 1997 (Water Resources (Morambro Creek) Regulations 2001)* (see *Government Gazette* 12 April 2001, p.1605); and

the surface water prescribed area declared by regulation under section 8 of the *Water Resources Act 1997 (Water Resources (Surface Water Prescribed Area – Morambro Catchment) Regulations 2001)*;

‘the Lower Limestone Coast Prescribed Wells Area’ means the area declared by regulation under section 8 of *Water Resource Act 1997* (see *Government Gazette* 02 December 2004, p. 4462-4464);

‘the Padthaway Prescribed Wells Area’ means the area declared by proclamation under section 25 of the *Water Resources Act 1976* (see *Government Gazette* 13 May 1976, p. 2459);

‘the Tatiara Prescribed Wells Area’ means the area declared to be the Tatiara Prescribed Area by proclamation under Section 41 of the *Water Resources Act 1976* (See *Government Gazette* 12 July 1984, p. 134) and further revoked and varied (see *Government Gazette* 30 January 1986, p. 206);

‘the Tintinara-Coonalpyn Prescribed Wells Area’ means the area prescribed under Section 8 of the *Water Resource Act 1997 (Water Resources (Tintinara Coonalpyn Prescribed Wells Area) Regulations 2000)* (see *Government Gazette* 02 November 2000, p.2933).

SCHEDULE 1

Penalties for unauthorised or unlawful take from a prescribed water resource 2021 - 2022:

Column 1	Column 2	Column 3
Prescribed Water Resource	Penalty for unauthorised take of water	Penalty for unlawful take of water
Angas Bremer Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Barossa Prescribed Water Resources Area	\$2.25/kL	\$3.00/kL
Clare Valley Prescribed Water Resources Area	\$0.69/kL	\$0.92/kL
Dry Creek Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Eastern Mt Lofty Ranges Prescribed Water Resources Area	\$1.20/kL	\$1.60/kL
Far North Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Lower Limestone Coast Prescribed Wells Area	\$1.14/kL	\$1.52/kL
Mallee Prescribed Wells Area	\$1.49/kL	\$1.98/kL
Marne Saunders Prescribed Water Resources Area	\$0.69/kL	\$0.92/kL
McLaren Vale Prescribed Wells Area	\$3.90/kL	\$5.20/kL
Morambro Creek Prescribed Watercourse and Prescribed Surface Water Area	\$0.69/kL	\$0.92/kL
Musgrave Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Northern Adelaide Plains Prescribed Wells Area	\$1.88/kL	\$2.50/kL
Padthaway Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Peake, Roby and Sherlock Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Southern Basins Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Tatiara Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Tintinara Coonalpyn Prescribed Wells Area	\$0.69/kL	\$0.92/kL
Western Mt Lofty Ranges Prescribed Water Resources Area	\$0.97/kL	\$1.30/kL

Unit of measure kL is the abbreviation of kilolitre.

SCHEDULE 2

Penalties for unauthorised take from a prescribed water resource, taken in association with an authorisation pursuant to section 105 of the Act:

Column 1	Column 2
Prescribed Water Resource	Penalty for unauthorised take of water
Central Adelaide Prescribed Wells Area	\$0.69/kL
Western Mount Lofty Ranges Prescribed Water Resources Area	\$0.97/kL

Unit of measure kL is the abbreviation of kilolitre.

Dated: 21 December 2021

BEN BRUCE
Executive Director, Water and River Murray
Department for Environment and Water
Delegate of the Minister for Environment and Water

LIQUOR LICENSING ACT 1997

South Australia

Liquor Licensing (Dry Areas) Notice 2021

under section 131(1a) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2021*.

2—Commencement

This notice comes into operation on 30 December 2021.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the place if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of their employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises near the public place and who enters the public place solely for the purpose of passing through it to enter those premises or who enters the public place from those premises for the purpose of leaving the place; or
 - (d) a person who possesses or consumes the liquor for sacramental or other similar religious purposes.

Schedule 1—Chiton Rocks Car Park Area 1

1—Extent of prohibition

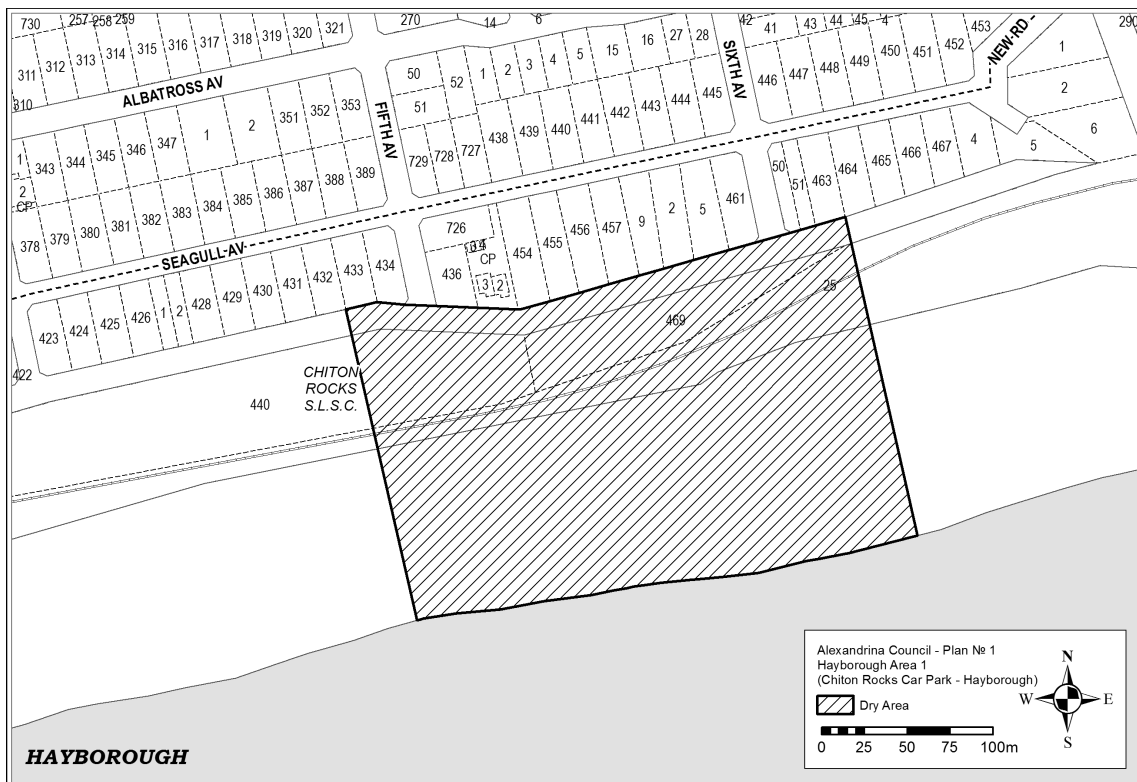
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 6.00pm on 30 December 2021 – 6.00am on 2 January 2022.

3—Description of area

Chiton Rocks Surf Life Saving Club - car park area and adjacent beach area to the low water mark. The area adjacent to Victor Harbor generally known as the Chiton Rocks Surf Lifesaving Club car park and the adjacent beach, being the area bounded on the north by the northern boundaries of Lot 469 DP 3482 and Lot 440 DP 3207, on the west by the prolongation in a straight line of the western boundary of Lot 433 DP 3207, on the south by the low water mark on Encounter Bay and on the east by the prolongation in a straight line of the eastern boundary of Lot 463 DP 3482.



Schedule 2—Port Elliot Area 2

1—Extent of prohibition

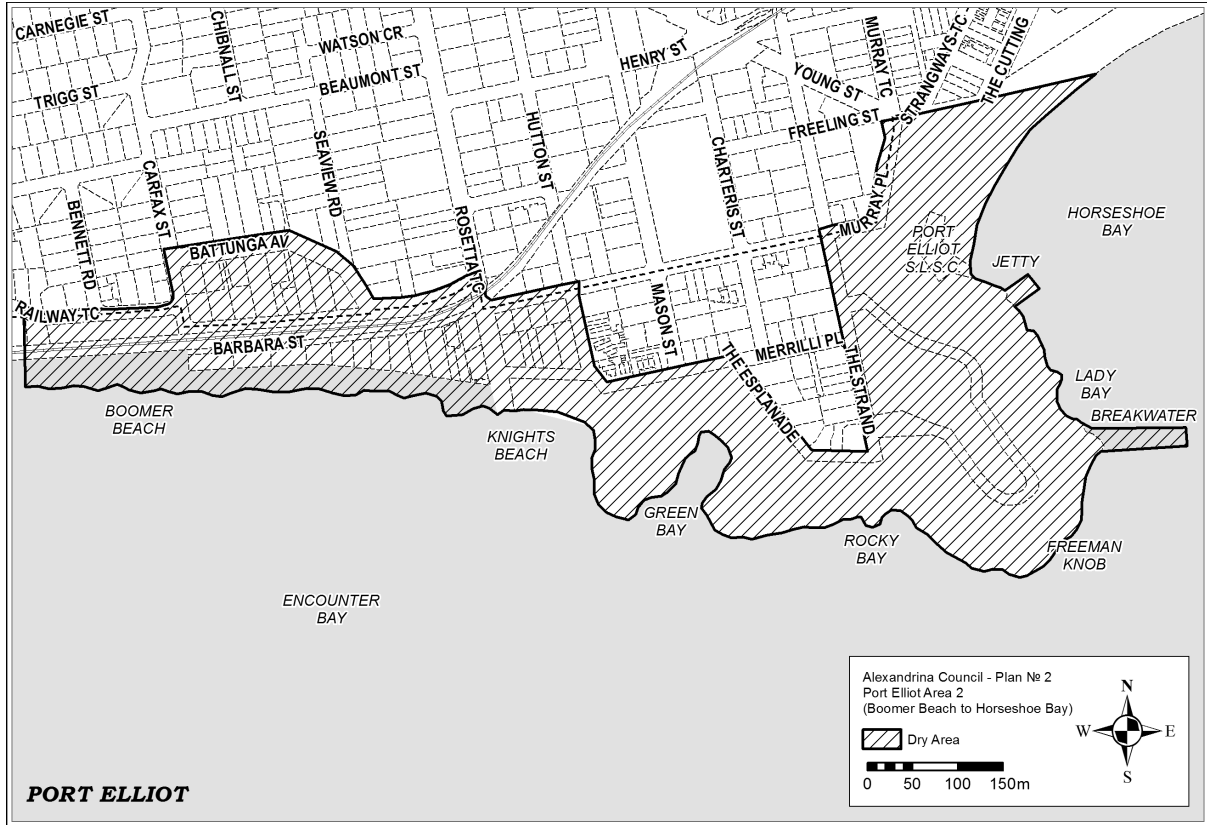
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 6.00pm on 30 December 2021 – 6.00am on 2 January 2022.

3—Description of area

The area in and adjacent to Port Elliot bounded as follows: commencing at the point at which the eastern boundary of Lot 26 of DP 74300 meets the northern boundary of Railway Terrace (approximately 50 metres west of the western boundary of Bennett Road), then easterly along the northern boundary of Railway Terrace to the western boundary of Carfax Street, then northerly along that boundary of Carfax Street to the point at which it is intersected by the prolongation in a straight line of the northern boundary of Battunga Avenue, then generally easterly, south easterly and easterly along that prolongation and boundary of Battunga Avenue and the prolongation in a straight line of that boundary to the eastern boundary of Rosetta Terrace, then southerly along that boundary of Rosetta Terrace to the northern boundary of Barbara Street, then easterly along that boundary of Barbara Street to the point at which it intersects the eastern boundary of Hutton Street, then southerly along that boundary of Hutton Street to the northern boundary of Merrilli Place, then easterly along that boundary of Merrilli Place to the point at which it is intersected by the prolongation in a straight line of the eastern boundary of The Esplanade, then south easterly along that prolongation and boundary of The Esplanade to the western boundary of Lot 101 of DP 46201, then south easterly and easterly along the western and southern boundaries of Lot 101 and the southern boundaries of the adjoining Lots to the western boundary of The Strand, then northerly along that boundary of The Strand to the point at which it intersects the southern boundary of Torrens Street, then in a straight line by the shortest route (across The Strand) to the point at which the southern boundary of Murray Place meets the eastern boundary of The Strand, then easterly and north easterly along that boundary of Murray Place to the point at which it meets the prolongation in a straight line of the southern boundary of Freeling Street, then north easterly along that prolongation of the southern boundary of Freeling Street to the point at which it intersects the low water mark of Horseshoe Bay, then generally south westerly, south easterly, south westerly and westerly along the low water mark to the point at which the low water mark is intersected by the prolongation in a straight line of the eastern boundary of Lot 26 of DP 74300, then northerly along that prolongation of the eastern boundary of Lot 26 to the point of commencement. The area includes the whole of any wharf, jetty, boat ramp, breakwater or other structure that projects below the low water mark from within the area described above (as well as any area beneath such a structure).



Schedule 3—Middleton Point Foreshore Area, Middleton Beach

1—Extent of prohibition

The consumption of liquor is prohibited and the possession of liquor is prohibited.

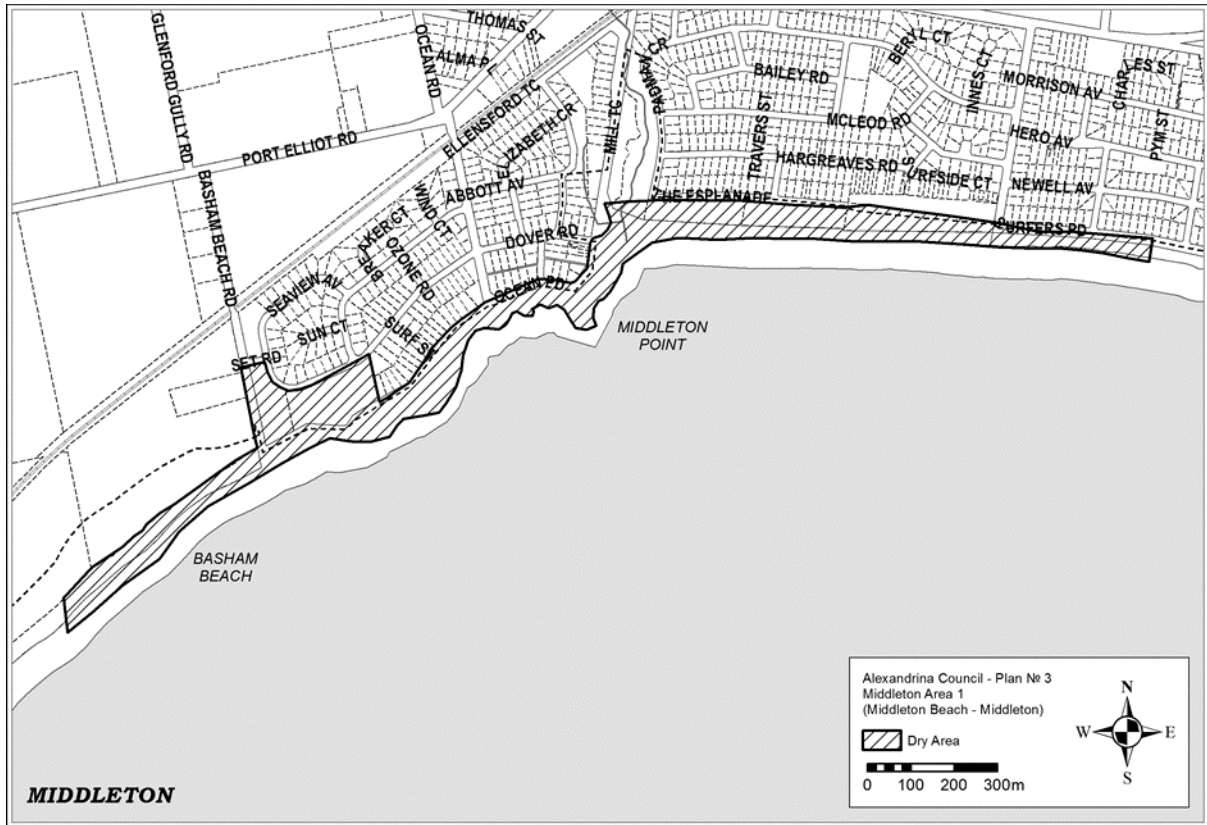
2—Period of prohibition

From 6.00pm on 30 December 2021 – 6.00am on 2 January 2022.

3—Description of area

Middleton Area 1—Plan No. 3

The area in and adjacent to Middleton bounded as follows: commencing at the point at which the prolongation in a straight line of the western boundary of Basham Beach Road intersects the high water mark of Encounter Bay, then north-westerly along that prolongation and boundary to the point at which it is intersected by the prolongation in a straight line of the southern boundary of Set Road, then north-easterly along that prolongation and boundary of Set Road to the western boundary of Seaview Avenue, then generally south-easterly and north-easterly along that boundary of Seaview Avenue to the point at which it meets the eastern boundary of Lot 101 DP 10654, then south-easterly along that boundary of Lot 101 to the south-western corner of Lot 19 DP 3145, then generally north-easterly along the south-eastern boundary of Lot 19, the south-eastern boundaries of the adjoining Lots and the northern boundary of Ocean Parade to the south-eastern corner of Lot 133 FP 166507, then generally north-easterly and northerly along the easternmost boundaries of Lot 133 and the adjoining Lots (including the eastern boundary of Dover Road) to the north-eastern corner of Lot 39 DP 3262, then in a straight line by the shortest route to the north-western corner of Lot 160 DP 9417, then easterly along the southern boundary of the Esplanade to the western boundary of Lot 3 DP 13398, then northerly, easterly and southerly along the western, northern and eastern boundaries of that Lot to its south-eastern corner, then along the northern boundary of Section 345, Hundred of Goolwa, (the southern boundary of Surfer's Parade) to the point at which it is intersected by the prolongation in a straight line of the eastern boundary of Lot 39 DP 6156, then along that prolongation to the point at which it intersects the high water mark of Encounter Bay, then generally westerly and south-westerly along the high water mark to the point of commencement.



Schedule 4—Goolwa Beach Area 1

1—Extent of prohibition

The consumption of liquor is prohibited and the possession of liquor is prohibited.

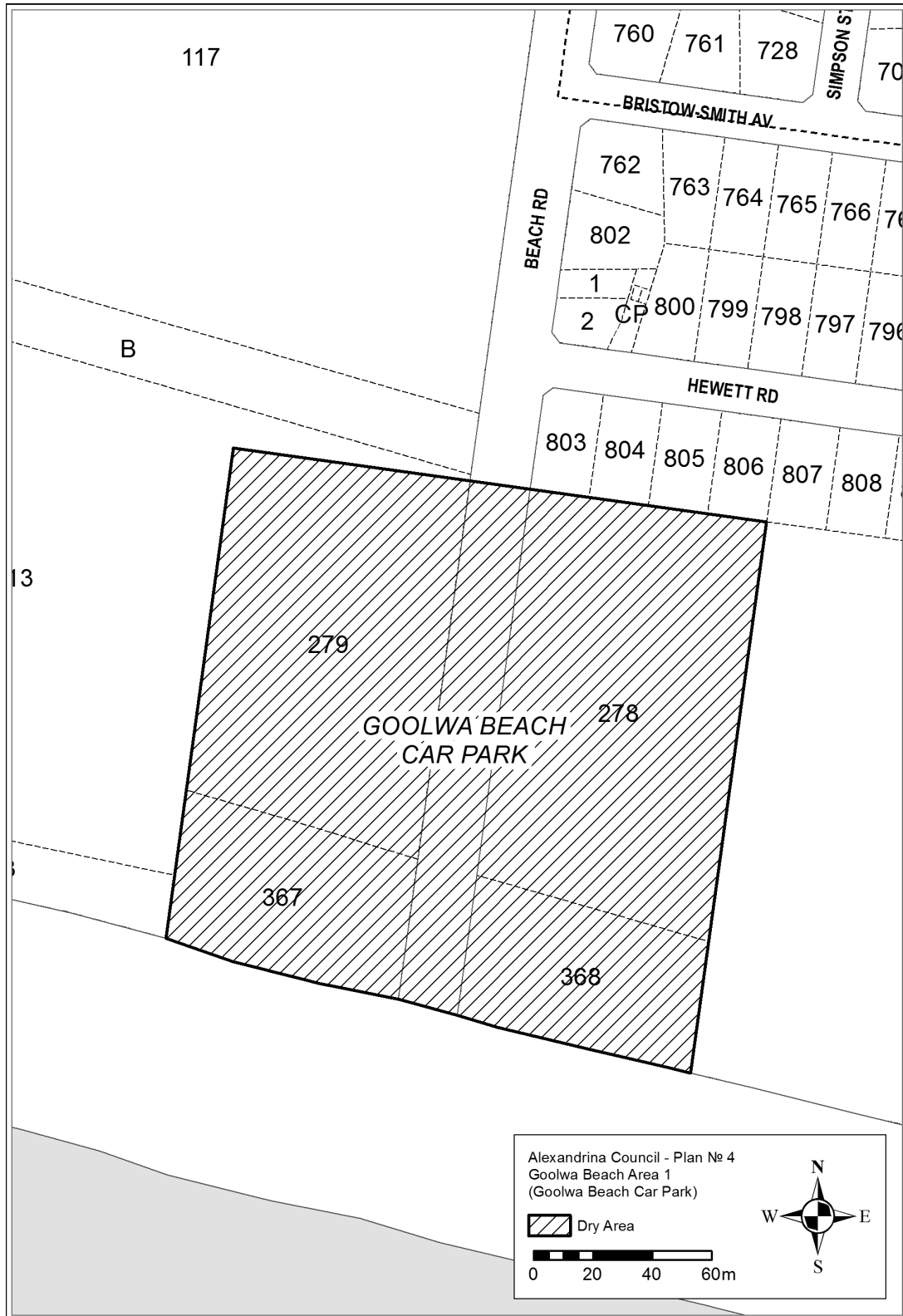
2—Period of prohibition

From 6.00pm on 30 December 2021 – 6.00am on 2 January 2022.

3—Description of area

Goolwa Beach Area 1—Plan No. 4

The area in Goolwa Beach and Goolwa South (generally known as the Goolwa Beach car park) bounded as follows: commencing at the north-eastern corner of Section 279, Hundred of Goolwa, then westerly and southerly along the northern and western boundaries of Section 279 to the northern boundary of Section 367, Hundred of Goolwa, then southerly and easterly along the western and southern boundaries of Section 367 to the south-eastern corner of the Section, then in a straight line by the shortest route to the south-western corner of Section 368, Hundred of Goolwa, then easterly and northerly along the southern and eastern boundaries of Section 368 to the southern boundary of Section 278, Hundred of Goolwa, then northerly and westerly along the eastern and northern boundaries of Section 278 to the north-western corner of the Section, then in a straight line by the shortest route across Goolwa Beach Road to the point of commencement.



Schedule 5—Goolwa Wharf Precinct

1—Extent of prohibition

The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

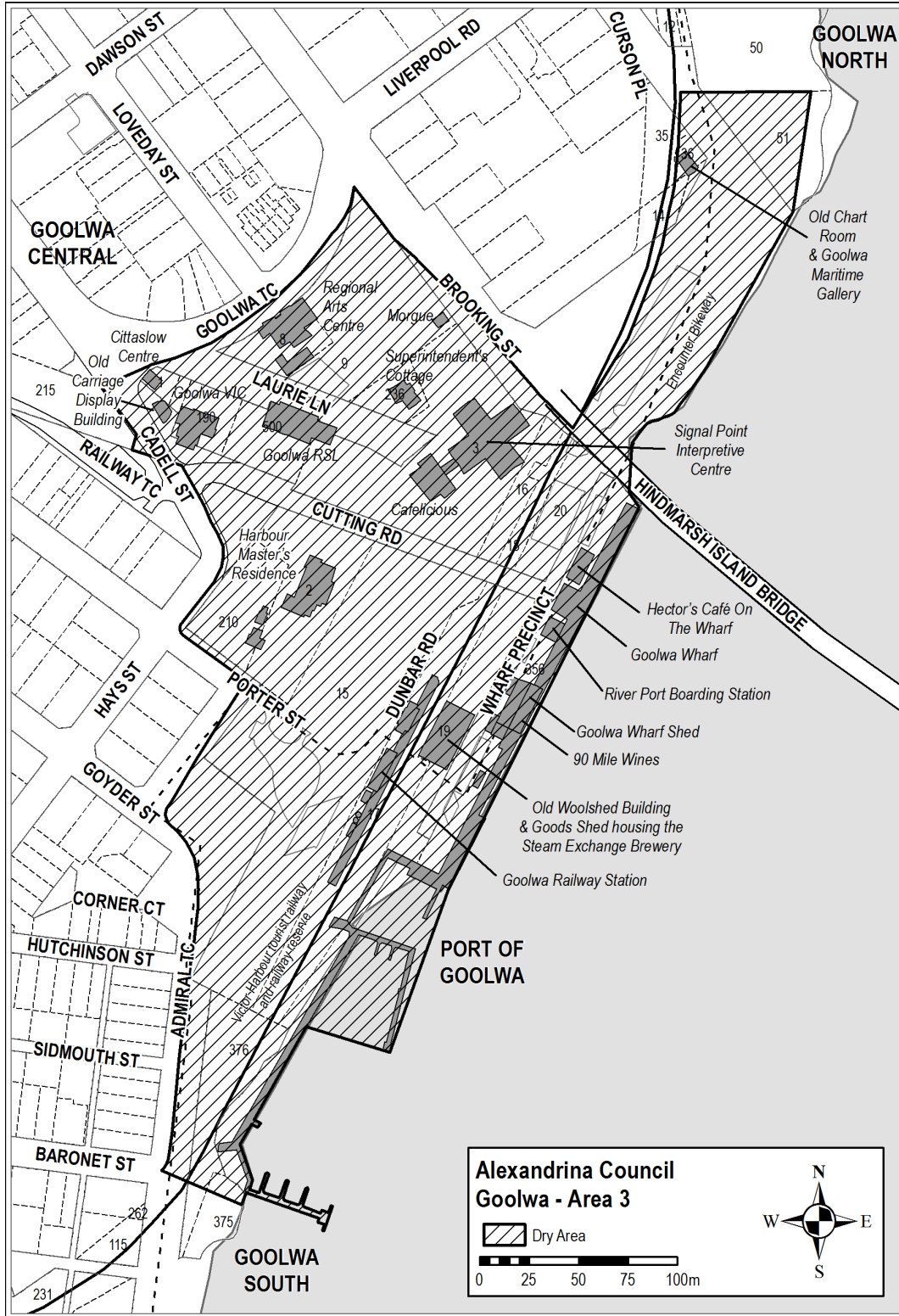
From 6.00pm on 30 December 2021 – 6.00am on 2 January 2022.

3—Description of area

Goolwa Wharf Precinct

The area in Goolwa Central and Port of Goolwa (generally known as the Wharf Precinct) and to be known as Goolwa Area 3 bounded as follows:

Commencing at the north eastern corner of Section 315, Hundred of Goolwa, and then due west to the eastern side of the railway reserve. Then follow the easterly side of the railway reserve until reaching the south western underside of the Goolwa and Hindmarsh Island Bridge. Head in a north westerly direction, along the south western side of Brooking Street, until the round-about intersection of Brooking Street, Liverpool Road and Goolwa Terrace. Follow the south eastern side of Goolwa Terrace until the intersection of Cadell Street and Goolwa Terrace. Traversing the north eastern side of Cadell Street, past the Cadell Street and Cutting Road intersection. Continue along Cadell Street and enter Hayes Street then to the Hayes Street and Porter Street intersection. Head south east to the Porter Street and Admiral Terrace intersection. Then head south west and continue along the eastern side of Admiral Terrace past the intersections of Goyder Street, Hutchinson Street, Sidmouth Street until the Admiral Terrace and Baronet Street intersection. Head east south east and traverse around the jetty and return to the eastern side of the boardwalk. Head north east along the eastern side of the boardwalk then a straight line, by the shortest route, to the southern side of the jetty. Then in a straight line by the shortest route to the south eastern side of the Goolwa Wharf. Traverse the south eastern side of the Goolwa Wharf under the Goolwa and Hindmarsh Island Bridge along the River Murray bank to the south eastern side of Section 315 returning to the point of commencement.



Schedule 6—Basham Beach Area 1

1—Extent of prohibition

The consumption of liquor is prohibited and the possession of liquor is prohibited.

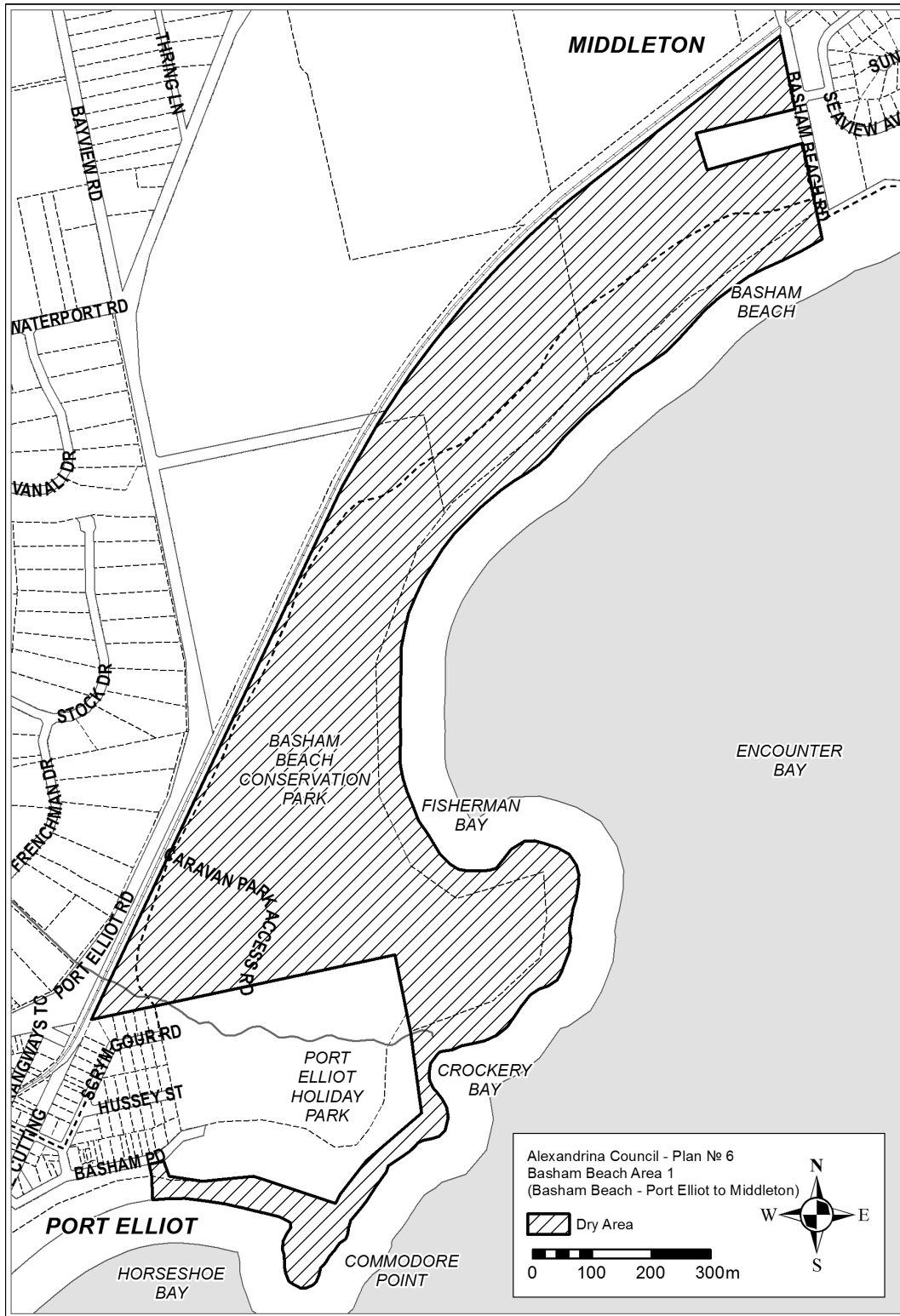
2—Period of prohibition

From 6.00pm on 30 December 2021 – 6.00am on 2 January 2022.

3—Description of area

Basham Beach Area 1—Plan No 6

Commencing at the point at which the western boundary of Basham Beach Road, Middleton, intersects the southern boundary of the railway reserve for the Victor Harbor Tourist Railway, then south-easterly along that boundary of Basham Beach Road to the northern boundary of Lot 96 FP 166155, then south-westerly, south-easterly and north-easterly along the northern, western and southern boundaries of Lot 96 to the western boundary of Basham Beach Road, then south-easterly along that boundary of Basham Beach Road and the prolongation in a straight line of that boundary to the low water mark of Encounter Bay, then generally south-westerly, southerly, south-easterly, easterly, southerly, south-westerly and north-westerly along the low water mark to the prolongation in a straight line of the western boundary of Lot 2 DP 52281, then northerly along that prolongation and boundary of Lot 2 to the southern boundary of Lot 1 DP 52281 (the southern boundary of the Port Elliot Caravan Park), then generally easterly, south-easterly, north-easterly and northerly along that boundary of Lot 1 and the eastern boundary of Lot 858 FP 166107 to the northern boundary of Lot 858, then south-westerly along the northern boundary of Lot 858 and the northern boundaries of the adjoining allotments to the eastern boundary of the railway reserve for the Victor Harbor Tourist Railway, then generally north-easterly along that boundary of the railway reserve to the point of commencement.



Made by the Liquor and Gambling Commissioner

on 20 December 2021

LIQUOR LICENSING ACT 1997

South Australia

Liquor Licensing (Dry Areas) Notice 2021

under section 131(1) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2021*.

2—Commencement

This notice comes into operation on the date that it is made.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the place if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of their employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises near the public place and who enters the public place solely for the purpose of passing through it to enter those premises or who enters the public place from those premises for the purpose of leaving the place; or
 - (d) a person who possesses or consumes the liquor for sacramental or other similar religious purposes.

Schedule—Christie Downs Area 1

1—Extent of prohibition

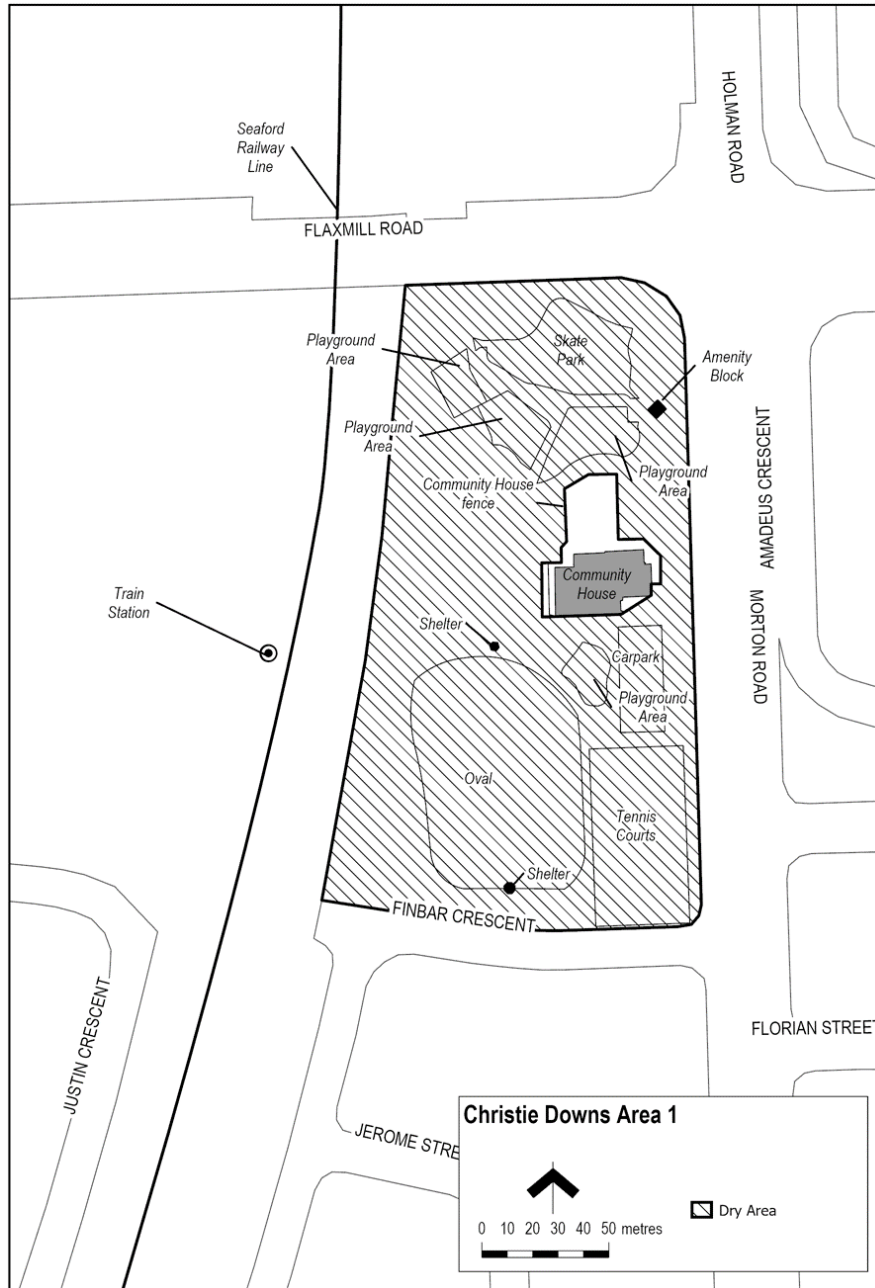
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

Continuous.

3—Description of area

The area in Christie Downs generally known as Niipu-niipu Wama/Morton Park being the area bounded on the north by Flaxmill Road, on the west by the Seaford railway line, on the south by the southern part of the car park continuing east along Finbar Crescent, on the east by Morton Road, excluding the Christie Down Community House and the associated enclosed outside area as designated by a chain fence.



Made by the Minister for Planning and Local Government
 (exercising the powers and functions of the Attorney-General)

On 21 December 2021

LOCAL GOVERNMENT ACT 1999
 SECTION 262F(6)

Specified Registered Industrial Associations

The following registered industrial associations that represent the interests of employees of councils are specified for the purposes of section 262F(6) of the *Local Government Act 1999*:

- Australian Services Union (South Australian and Northern Territory Branch)
- The Australian Workers Union (South Australian Branch)

This notice has effect on 6 January 2022.

Dated: 8 December 2021

HON JOSH TEAGUE MP
 Minister for Planning and Local Government

MENTAL HEALTH ACT 2009

Authorised Mental Health Professional

NOTICE is hereby given in accordance with Section 94(1) of the *Mental Health Act 2009*, that the Chief Psychiatrist has determined the following person as an Authorised Mental Health Professional:

Tania Alexander
Amii Larsen
Stuart Jones
Sheryl Shipley
Brenton Briggs
Yvette Moseley
Rhys Howard
Belinda Moore
Lucy McKenna

A person's determination as an Authorised Mental Health Professional expires three years after the commencement date.

Dated: 23 December 2021

DR J BRAYLEY
Chief Psychiatrist

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Application for Grant of Associated Activities Licence AAL 296

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* (the Act) and delegation dated 29 June 2018, notice is hereby given that an application for the grant of an associated activities licence over the area described below has been received from:

Santos QNT Pty Ltd
Red Sky Energy (NT) Pty Limited

The application will be determined on or after 21 January 2022.

Description of Application Area

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

All coordinates MGA2020, Zone 54
477471.382mE 6974469.902mN
477472.679mE 6973759.790mN
475131.053mE 6969985.757mN
475130.369mE 6970324.522mN
474306.477mE 6970322.831mN
474307.118mE 6970015.234mN
473939.518mE 6970014.461mN
473923.848mE 6970401.103mN
475280.458mE 6970994.813mN
476437.607mE 6973884.511mN
477471.382mE 6974469.902mN

AREA: 3.44 square kilometres approximately

Dated: 21 December 2021

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Application for Grant of Associated Activities Licence AAL 297

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* and delegation dated 29 June 2018, notice is hereby given that an amended application for the grant of an associated activities licence over the area described below has been received from:

East Australian Pipeline Pty Limited

The application will be determined on or after 21 January 2022.

The amended application covers an area of approximately 2.682 square kilometres and is situated adjacent to Pipeline Licence 7 located in the South Australian Cooper Basin.

A map and GIS data for the application area is available from the Department for Energy and Mining website: <https://map.sarig.sa.gov.au/> or by contacting the Department for Energy and Mining, Energy Resources Division on telephone (08) 8429 2695.

Dated: 21 December 2021

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Application for Grant of Special Facilities Licence SFL 16

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* (the Act) and delegation dated 29 June 2018, notice is hereby given that an application for the grant of a special facilities licence over the area described below has been received from:

Vintage Energy Ltd
Metgasco Ltd
Bridgeport (Cooper Basin) Pty Ltd

The application will be determined on or after 21 January 2022.

Description of Application Area

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

28° 02' 52.03" S	140° 58' 28.64" E
28° 02' 59.27" S	140° 57' 34.59" E
28° 02' 53.18" S	140° 57' 32.79" E
28° 02' 45.66" S	140° 58' 27.13" E
28° 01' 03.21" S	140° 59' 04.81" E
28° 00' 15.63" S	140° 59' 49.74" E
27° 59' 54.04" S	140° 59' 50.97" E
27° 59' 49.46" S	140° 59' 53.62" E
27° 59' 48.12" S	140° 59' 58.19" E
28° 00' 16.08" S	140° 59' 57.07" E
28° 00' 18.99" S	140° 59' 55.88" E
28° 01' 06.36" S	140° 59' 11.15" E
28° 02' 47.64" S	140° 58' 34.23" E
28° 02' 50.58" S	140° 58' 31.81" E
28° 02' 52.03" S	140° 58' 28.64" E

All coordinates in GDA2020.

AREA: **1.51** square kilometres approximately

Dated: 21 December 2021

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PROFESSIONAL STANDARDS ACT 2004

The Law Society of South Australia Professional Standards Scheme

PURSUANT to section 14 of the *Professional Standards Act 2004*, I authorise the publication in the *Gazette* of the Law Society of South Australia Professional Standards Scheme.

Pursuant to section 15(1)(a) of the *Professional Standards Act 2004*, I specify 1 July 2022 as the date of commencement of the Law Society of South Australia Professional Standards Scheme.

Dated: 16 December 2021

JOSH TEAGUE
Minister for Planning and Local Government
(exercising the powers and functions of the Attorney-General)

ROAD TRAFFIC (ROAD RULES—ANCILLARY AND MISCELLANEOUS PROVISIONS) REGULATIONS 2014

South Australia

Road Traffic (Exemption for Feral Animal Control Operations) Notice 2021

Issued pursuant to Regulation 6 of the Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 2014

1 INTERPRETATION

In this Notice—

Ground-based shooting operations refers to operations whereby two passengers (one operating a spotlight and the other in control of a firearm) stand on the rear tray of a vehicle to search for target animals;

2 EXEMPTION

In accordance with my powers conferred on me as the Minister for Infrastructure and Transport in South Australia, under Regulation 6 of the Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 2014, I hereby exempt the Department of Environment and Water (South Australia) from Australian Road Rule 268, subject to the following conditions:

1. The exemption is granted for the sole purpose of feral animal control within Ikara–Flinders Ranges National Park via ground-based shooting operations;
2. This exemption only applies:
 - a. to any employee, contractor or other person authorised by the Department of Environment and Water to undertake the aforesaid feral animal control in accordance with any relevant work instructions and procedures required for this activity by the Department of Environment and Water from time to time;
 - b. For vehicles travelling
 - i. on the portions of Bunyeroo Road, Brachina Gorge Road and Wirrealpa Road within Ikara–Flinders Ranges National Park (as specified on the attached map); and
 - ii. at 0 kilometres per hour (i.e. at a complete stop) while shooting target animals, and at all other times, no faster than 25 kilometres per hour.

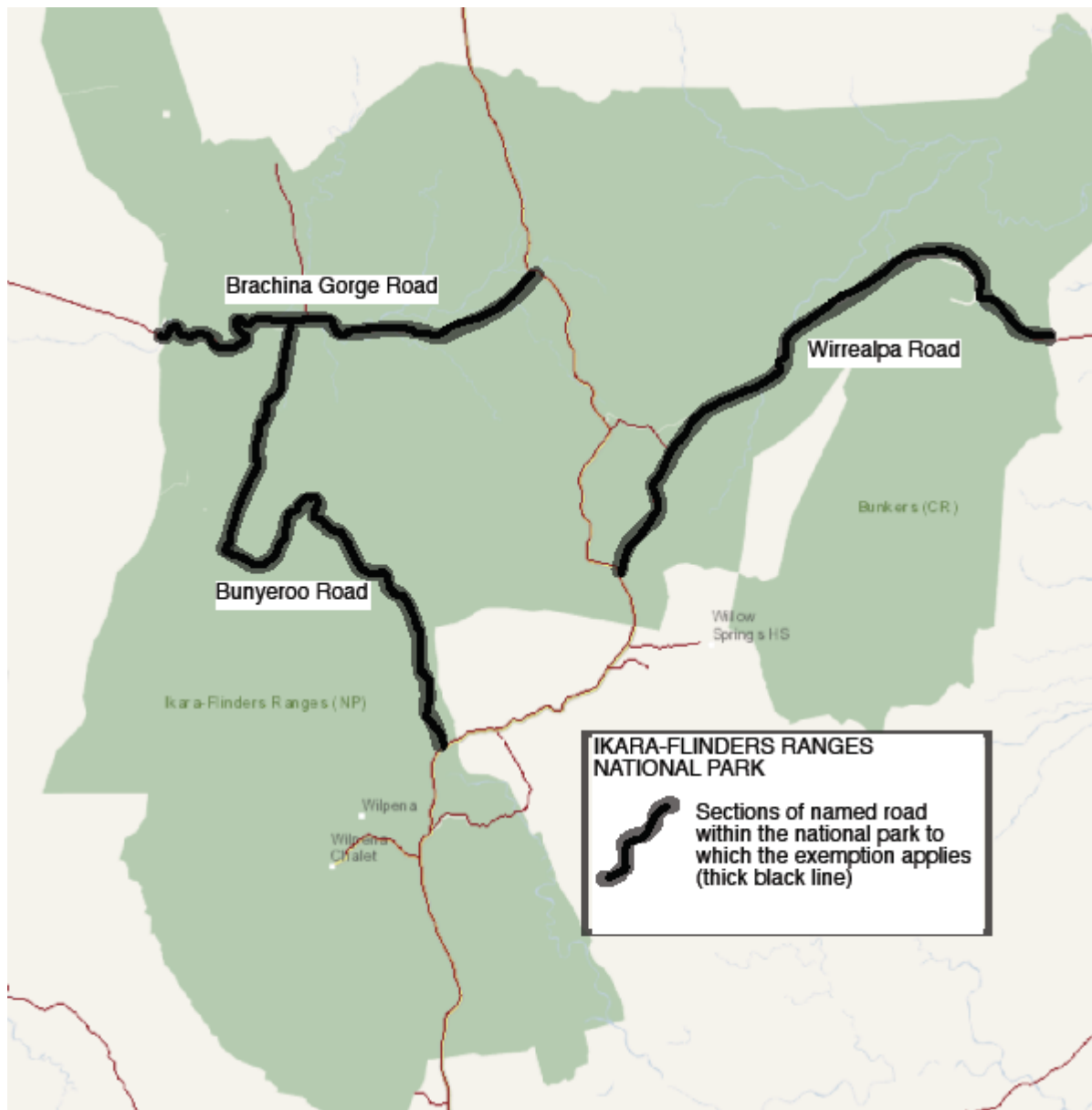
3 COMMENCEMENT AND OPERATION

This Notice will come into operation on the day on which it is published in the *South Australia Government Gazette*.

Dated: 2 December 2021

Hon Corey Wingard MP
Minister for Infrastructure and Transport

AREA OF EXEMPTION OPERATION



ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

*Notice of Confirmation of Road Process Order
Road Closure – Lower North East Road, Highbury*

BY Road Process Order made on 25 May 2021, the City of Tea Tree Gully ordered that:

1. Portion of Lower North East Road, Highbury, situated adjoining Allotment 26 in Deposited Plan 9810, Hundred of Yatala, more particularly delineated and lettered 'A' in Preliminary Plan 19/0020 be closed.
2. Transfer the whole of the land subject to closure to Anthony Larry Nesci in accordance with the Agreement for Transfer dated 24 May 2021 entered into between the City of Tea Tree Gully and Anthony Larry Nesci.

On 20 December 2021 that order was confirmed by the Minister for Planning and Local Government (exercising the powers and functions of the Attorney-General) conditionally upon the deposit by the Registrar-General of Deposited Plan 127729 being the authority for the new boundaries.

Pursuant to section 24 of the Roads (Opening and Closing) Act 1991, NOTICE of the Order referred to above and its confirmation is hereby given.

Dated: 23 December 2021

M. P. BURDETT
Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

*Notice of Confirmation of Road Process Order
Road Closure – Public Roads, Narridy*

BY Road Process Order made on 16 November 2021, the Northern Areas Council ordered that:

1. The whole of the Public Roads, Narridy, Hundred of Narridy, more particularly delineated and lettered 'A', 'B' and 'C' in Preliminary Plan 20/0045 be closed.
2. Transfer the whole of the land subject to closure lettered 'A' to Pine Gully Station Pty Ltd (ACN: 604 259 047) in accordance with the Agreement for Transfer dated 3 September 2021 entered into between the Northern Areas Council and Pine Gully Station Pty Ltd (ACN: 604 259 047).
3. Transfer the whole of the land subject to closure lettered 'B' to Roger Philip Clements and Kevin James Clements in accordance with the Agreement for Transfer dated 3 September 2021 entered into between the Northern Areas Council and Roger Philip Clements and Kevin James Clements.
4. Transfer the whole of the land subject to closure lettered 'C' to T. J. & B. B. Clements Pty Ltd (ACN: 008 004 233) in accordance with the Agreement for Transfer dated 3 September 2021 entered into between the Northern Areas Council and T. J. & B. B. Clements Pty Ltd (ACN: 008 004 233).

On 20 December 2021 that order was confirmed by the Minister for Planning and Local Government (exercising the powers and functions of the Attorney-General) conditionally upon the deposit by the Registrar-General of Deposited Plan 128570 being the authority for the new boundaries.

Pursuant to section 24 of the Roads (Opening and Closing) Act 1991, NOTICE of the Order referred to above and its confirmation is hereby given.

Dated: 23 December 2021

M. P. BURDETT
Surveyor-General

DPTI: 2020/20174/01

SOUTH AUSTRALIAN SKILLS ACT 2008

Part 4 – Apprenticeships, Traineeships and Training Contracts

PURSUANT to the provision of the *South Australian Skills Act 2008*, the South Australian Skills Commission (SASC) gives notice that determines the following Trades or Declared Vocations in addition to the gazette notices of:

- | | | | |
|------------------------|------------------------|------------------------|------------------------|
| 1. 25 September 2008 | 2. 23 October 2008 | 3. 13 November 2008 | 4. 4 December 2008 |
| 5. 18 December 2008 | 6. 29 January 2009 | 7. 12 February 2009 | 8. 5 March 2009 |
| 9. 12 March 2009 | 10. 26 March 2009 | 11. 30 April 2009 | 12. 18 June 2009 |
| 13. 25 June 2009 | 14. 27 August 2009 | 15. 17 September 2009 | 16. 24 September 2009 |
| 17. 9 October 2009 | 18. 22 October 2009 | 19. 3 December 2009 | 20. 17 December 2009 |
| 21. 4 February 2010 | 22. 11 February 2010 | 23. 18 February 2010 | 24. 18 March 2010 |
| 25. 8 April 2010 | 26. 6 May 2010 | 27. 20 May 2010 | 28. 3 June 2010 |
| 29. 17 June 2010 | 30. 24 June 2010 | 31. 8 July 2010 | 32. 9 September 2010 |
| 33. 23 September 2010 | 34. 4 November 2010 | 35. 25 November 2010 | 36. 16 December 2010 |
| 37. 23 December 2010 | 38. 17 March 2011 | 39. 7 April 2011 | 40. 21 April 2011 |
| 41. 19 May 2011 | 42. 30 June 2011 | 43. 21 July 2011 | 44. 8 September 2011 |
| 45. 10 November 2011 | 46. 24 November 2011 | 47. 1 December 2011 | 48. 8 December 2011 |
| 49. 16 December 2011 | 50. 22 December 2011 | 51. 5 January 2012 | 52. 19 January 2012 |
| 53. 1 March 2012 | 54. 29 March 2012 | 55. 24 May 2012 | 56. 31 May 2012 |
| 57. 7 June 2012 | 58. 14 June 2012 | 59. 21 June 2012 | 60. 28 June 2012 |
| 61. 5 July 2012 | 62. 12 July 2012 | 63. 19 July 2012 | 64. 2 August 2012 |
| 65. 9 August 2012 | 66. 30 August 2012 | 67. 13 September 2012 | 68. 4 October 2012 |
| 69. 18 October 2012 | 70. 25 October 2012 | 71. 8 November 2012 | 72. 29 November 2012 |
| 73. 13 December 2012 | 74. 25 January 2013 | 75. 14 February 2013 | 76. 21 February 2013 |
| 77. 28 February 2013 | 78. 7 March 2013 | 79. 14 March 2013 | 80. 21 March 2013 |
| 81. 28 March 2013 | 82. 26 April 2013 | 83. 23 May 2013 | 84. 30 May 2013 |
| 85. 13 June 2013 | 86. 20 June 2013 | 87. 11 July 2013 | 88. 1 August 2013 |
| 89. 8 August 2013 | 90. 15 August 2013 | 91. 29 August 2013 | 92. 6 February 2014 |
| 93. 12 June 2014 | 94. 28 August 2014 | 95. 4 September 2014 | 96. 16 October 2014 |
| 97. 23 October 2014 | 98. 5 February 2015 | 99. 26 March 2015 | 100. 16 April 2015 |
| 101. 27 May 2015 | 102. 18 June 2015 | 103. 3 December 2015 | 104. 7 April 2016 |
| 105. 30 June 2016 | 106. 28 July 2016 | 107. 8 September 2016 | 108. 22 September 2016 |
| 109. 27 October 2016 | 110. 1 December 2016 | 111. 15 December 2016 | 112. 7 March 2017 |
| 113. 21 March 2017 | 114. 23 May 2017 | 115. 13 June 2017 | 116. 18 July 2017 |
| 117. 19 September 2017 | 118. 26 September 2017 | 119. 17 October 2017 | 120. 3 January 2018 |
| 121. 23 January 2018 | 122. 14 March 2018 | 123. 14 June 2018 | 124. 5 July 2018 |
| 125. 2 August 2018 | 126. 9 August 2018 | 127. 16 August 2018 | 128. 30 August 2018 |
| 129. 27 September 2018 | 130. 4 October 2018 | 131. 18 October 2018 | 132. 1 November 2018 |
| 133. 15 November 2018 | 134. 22 November 2018 | 135. 29 November 2018 | 136. 6 December 2018 |
| 137. 20 December 2018 | 138. 24 January 2019 | 139. 14 February 2019 | 140. 30 May 2019 |
| 141. 6 June 2019 | 142. 13 June 2019 | 143. 20 June 2019 | 144. 27 June 2019 |
| 145. 11 July 2019 | 146. 8 August 2019 | 147. 22 August 2019 | 148. 12 September 2019 |
| 149. 19 September 2019 | 150. 14 November 2019 | 151. 28 November 2019 | 152. 12 December 2019 |
| 153. 19 December 2019 | 154. 23 January 2020 | 155. 27 February 2020 | 156. 21 April 2020 |
| 157. 25 June 2020 | 158. 10 September 2020 | 159. 17 September 2020 | 160. 8 October 2020 |
| 161. 29 October 2020 | 162. 5 November 2020 | 163. 10 December 2020 | 164. 17 December 2020 |
| 165. 24 December 2020 | 166. 21 January 2021 | 167. 11 February 2021 | 168. 25 February 2021 |
| 169. 25 March 2021 | 170. 1 April 2021 | 171. 8 April 2021 | 172. 6 May 2021 |
| 173. 10 June 2021 | 174. 1 July 2021 | 175. 12 August 2021 | 176. 9 September 2021 |
| 177. 23 September 2021 | 178. 30 September 2021 | 179. 14 October 2021 | 180. 21 October 2021 |
| 181. 9 November 2021 | 182. 2 December 2021 | 183. 23 December 2021 | |

REQUIRED QUALIFICATIONS AND TRAINING CONTRACT CONDITIONS FOR THE NEW ASSOCIATE ENGINEER DECLARED VOCATION

*Trade / #Declared Vocation / Other Occupation	Qualification Code	Qualification Title	Nominal Term of Training Contract	Probationary Period	Supervision Level Rating
Associate Engineer #	CC02	Associate Degree of Engineering	48	90	M

SOUTH AUSTRALIAN SKILLS ACT 2008

DIVISION 3, SECTION 26

South Australian Skills Standards

Pursuant to the provisions of Division 3, Section 26 of the *South Australian Skills Act 2008 (SAS Act)* and Section 5 of the *South Australian Skills Regulations 2021 (the Regulations)*, the South Australian Skills Commission (SASC) gives notice of the publication of the South Australian Skills Standards (Standards).

South Australia's apprenticeship and traineeship system is underpinned by the *SAS Act*, the *Regulations*, and the Standards.

The 14 Standards came into force on 1 July 2021. Compliance with the Standards is required, and a failure to comply with a provision of the Standards may result in compliance action being taken.

The *SAS Act* or the *Regulations* (whichever is applicable) will prevail to the extent that there is any inconsistency with a provision of the Standards.

Each Standard should be read in conjunction with 1) the other Standards and 2) [supporting information](#) for employers of apprentices and trainees.

In addition to the requirements under the *SAS Act*, employers must comply with such other laws, professional standards or regulatory frameworks as may apply to their business and industry sector. In particular, these Standards do not override the *Work Health and Safety Act 2012* and *Fair Work Act 2009*.

Transitional arrangements for these Standards will apply.

For more detail see: www.skillscommission.sa.gov.au/2021-legislation-changes/transitional-arrangements.

Dated: 17 December 2021

RENEE HINDMARSH
South Australian Skills Commissioner

STANDARD 1 DECLARATION OF TRADES AND VOCATIONS

This Standard relates to the occupations that must be declared a trade or declared vocation in accordance with the *South Australian Skills Act 2008 (the SAS Act)* before they can be aligned to an apprenticeship (trade) or traineeship (declared vocation).

The purpose of this Standard is to outline the steps that must be taken in order to have an occupation declared as a trade or declared vocation, and the obligations on applicants who are looking to have their application assessed by the South Australian Skills Commission (the Commission).

Governance arrangements

The Minister for Innovation and Skills (the Minister) has delegated the responsibility for declaring an occupation to be a trade or declared vocation to the Commission. The Commission maintains the Traineeship and Apprenticeship Pathways (TAP) Schedule, which lists all apprenticeships and traineeships available in South Australia.

The TAP Schedule can be accessed via the South Australian Skills Commission website www.skillscommission.sa.gov.au/regulations-and-standards/taps-schedule.

Compliance with the Standard**1.1 Gazettal of declared trades and vocations (SAS Act, S6, S45, Regulation 4)**

- 1.1.1 Under Section 6 of the *SAS Act*, the Minister may, by notice in the South Australian Government Gazette (the Gazette) and on the recommendation of the Commission, declare an occupation to be a trade or declared vocation.
- 1.1.2 A declaration notice published in the Gazette must, in relation to each trade or vocation to which the notice relates:
- identify the job or occupation, or class of job or occupation, to which the trade or vocation relates
 - identify any relevant pathways (including, where appropriate, pathways at a national level) to the trade or vocation
 - contain any information required by the *South Australian Skills Regulations 2021 (the Regulations)*.
- 1.1.3 A relevant pathway to a trade or vocation may, in addition to the primary qualification relating to that trade or vocation, include:
- pre-apprenticeships or pre-traineeships
 - specified skill sets
 - higher qualifications
 - such other matters as the Minister thinks appropriate.
- 1.1.4 Apprenticeships and traineeships are established by the Commission to link Australian Quality Framework (AQF) approved primary qualifications to trades and declared vocations. Part 4 of the *SAS Act* confers regulatory requirements for the establishment of apprenticeships and traineeships on the Commission. Under Section 45(2), the Commission may, by notice in the Gazette:
- determine a standard form contract for the purposes of this part
 - determine a probationary period for a Training Contract for a specified trade or declared vocation
 - determine standard conditions for a Training Contract for a specified trade or declared vocation including:
 - the term of the contract
 - the qualifications available for a person in the trade or declared vocation
 - any other condition considered necessary by the Commission.

- 1.1.5 Under Section 45(3), the Commission may, by further notice in the Gazette, vary or revoke a notice under Section 45(2).
- 1.1.6 Under Section 45A of the *SAS Act*, training in a trade must occur under a Training Contract, except in the further training or re-training of a person who has:
- already completed the training required under a Training Contract; or
 - has an equivalent qualification; or
 - has been certified by the Commission as competent in relation to the relevant trade.
- 1.1.7 Under Section 45B of the *SAS Act*, training in a declared vocation may occur under a Training Contract.

1.2 Application process

- 1.2.1 An application to declare a trade or vocation must be in the approved form located at www.skills.sa.gov.au/business/forms and contain all the requested information. For the purposes of this Standard, the Commission has approved separate proformas to be used for applications.
- 1.2.2 The applicant is responsible for:
- Developing the application for declaring a trade or vocation, including providing information on the proposed apprenticeship(s) or traineeship(s) aligned to that trade or vocation, and relevant industry support for the proposed trade or vocation
 - Nominating a contact person who can speak on the applicant's behalf in discussions with the Commission
 - Ensuring the application is signed by the Chair, Chief Executive, or other delegate of the applicant, as approved by the Commission
 - Submitting the application to the Commission (or its delegate) for an initial assessment of the application's completeness, accuracy and suitability. The Commission (or its delegate) may request amendments to the application to address any gaps in information or matters of concern.
 - Attending a meeting of a subcommittee of the Commission to present their proposal as outlined in the application and to discuss any concerns or questions raised. Where applicable, the relevant Industry Skills Council Chair will also be invited to attend.
 - Where required, addressing any queries or concerns raised by the subcommittee regarding the application. This may include amending and re-submitting the application, and/or attending a further meeting to discuss the amendments. The process by which an application, or responses to the subcommittee's questions should be re-submitted, will be determined on a case-by-case basis.
- 1.2.3 Upon receipt of all requested information, the subcommittee of the Commission will recommend whether to approve the application or not. The Commission will make the final determination.
- 1.2.4 In addition to applicant-driven applications, the Commission may of its own volition elect to declare occupations as trades or declared vocations.

1.3 Information required

- 1.3.1 In the application, the applicant must include the proposed:
- Occupational title of the trade or declared vocation
The applicant should use occupational titles listed on the Australian Apprenticeships Training Information Services (AATIS). For pre-apprenticeships and pre-traineeships, the term 'pre-apprenticeship' or 'pre-traineeship' may be appended to an existing occupational title, or a unique occupational title may be used. If the occupational title is not listed by AATIS or is not considered appropriate, a case will need to be made in the application for a new occupational title.
 - Trade or declared vocation status
In determining the proposed status, the applicant should be aware the *SAS Act* prohibits employers from training a person in a trade except under a Training Contract, and that many industrial instruments prohibit the employment of juniors in declared trades other than through an apprenticeship. Pre-apprenticeships and pre-traineeships are declared vocations.
 - Job or occupation, or class of job or occupation, to which the trade or vocation relates
In most instances, the job or trade title will be the same as the proposed occupational title. However, where the occupational title is broad (for example, Horticulture), the application should list the job or occupation, or class of job or occupation, to which the trade or vocation relates, to demonstrate the connection to an employment outcome.
 - Training
 - The application must demonstrate the alignment between the proposed trade or vocation and the associated AQF aligned qualification.
 - The qualification must be either:
 - a nationally recognised Vocational Education Training (VET) qualification approved by the Australian Skills Quality Authority (ASQA) and taken from a training package or existing accredited course
 - a higher education qualification approved by the Tertiary Education Quality and Standards Agency (TEQSA).
 - Applicants can check available training package qualifications and VET accredited courses through the National Register of VET.
 - Industrial Arrangements
The application should include the relevant awards or other industrial arrangements, including enterprise level agreements.
 - Nominal term of a Training Contract
The nominal term of a Training Contract will dictate the standard probationary period. For more information, applicants are referred to Standard 8, Training Contract Conditions.
 - Probationary period for a Training Contract
Standard probationary periods are 60 and 90 days, depending on the nominal term of the Training Contract. For more information, applicants are referred to Standard 8, Training Contract Conditions. If the applicant is seeking a non-standard probationary period, a case will need to be made in the application.

- h) Level of supervision
The level of supervision may be Low, Medium, or High. The proposed level must comply with Standard 5, Supervision.
- i) Supervisor requirements
The application should list the qualifications, experience, and/or licensing required of a person supervising an apprentice or trainee in the trade or vocation.
- j) Entry Requirements
Entry requirements may include minimum levels of training or experience, certification or licensing requirements, or a combination of these requirements.
- k) Conditions
In addition to any other relevant conditions, the application should indicate whether the proposed trade or vocation is suitable for school-based Training Contracts, people below a certain age, and new and existing workers.
- l) Identified pathways
The application should identify any relevant pathways to the trade or vocation, or, in the case of pre-apprenticeships or pre-traineeships, the trade or vocation to which the proposal is a pathway.
- m) Maintenance
Where a primary qualification is accompanied by non-accredited training, the application should indicate how the applicant will maintain the currency of the training and acknowledge the applicant will participate in any future review of the trade or declared vocation by the Commission.
- 1.3.2 In addition to the information required in Clause 1.3.1, applications for higher education qualification-aligned trades and vocations must include information on:
- a) Student tuition fees and wages
The applicant must provide the proposed arrangements regarding the payment of student tuition fees (HECS-HELP; FEE-HELP; tuition fees) and wages under the trade or vocation.
- b) Commercial in confidence or intellectual property (IP)
Where there are commercial in confidence or IP matters arising as a result of the proposed pathway, the applicant must describe how these will be managed.
- c) Work placements
Under training contract arrangements, work-based training (recorded in a Training Plan) replaces any 'work placement' requirements. Where the proposed qualification includes work placement requirements, the applicant must 1) list these, and 2) describe how the requirements will be satisfied under training contract arrangements.
- d) Nominal term of a high education qualification-aligned training contract
In addition to providing the proposed nominal term, applicants must outline how the proposed term considers the Equivalent Full Time Study Load (EFTSL), AQF requirements for off-job training, and the expectations of employers and industry regarding hours of work and training contract hours.
- e) Delivery providers
The applicant must list the provider/s or consortia that are approved to deliver the qualification or course.
- f) Conditions
The applicant must list any proposed conditions or industry requirements associated with the declaration, including any requirements for endorsement by professional associations. The applicant should also note the following standard conditions will apply to all higher education qualification-aligned trades and vocations:
- any material updates to the qualification/course must be agreed to by the professional associations and industry partners identified in the application; and
 - the higher education partner is required to notify the Department for Innovation and Skills of any material changes to the course/qualification during the term of the declaration; and
 - an employment contract and a training contract are both required as a condition of the declaration.
- 1.4 Consultation and evidence of demand and support for the trade or vocation**
- 1.4.1 The applicant must consult with relevant stakeholders when developing the application, in order to provide evidence of:
- a) Industry demand in South Australia – where possible to include an estimate of annual commencements in the proposed trade or vocation.
- b) Broad support for the trade or vocation – any alternative or dissenting views should be included in the application for the Commission's consideration.
- 1.4.2 At a minimum, consultation should be undertaken with the relevant:
- a) Industry Skills Council, where applicable
- b) Industry and employer association(s)
- c) Professional associations
- d) Registering bodies
- e) Employee representatives
- f) Training organisations.
- 1.4.3 Evidence to support the application should include submissions from the relevant Industry Skills Council, industry and employer associations and employee representatives.
- 1.4.4 All submissions must be signed by the Chair, Chief Executive, or other delegate of the organisation, as approved by the Commission.

- 1.4.5 The submissions should reflect the unique perspective of the stakeholder and must confirm:
- a) Industry demand for the trade or vocation
 - b) Support for the proposed:
 - Occupational title
 - Trade or declared vocation status
 - Job or occupation, or class of job or occupation, to which the trade or vocation relates
 - Training
 - Industrial arrangements
 - Nominal term
 - Probationary period
 - Level of supervision
 - Supervisor requirements
 - Entry requirements
 - Conditions
 - Identified pathways.

1.5 Maintenance and review

- 1.5.1 Maintenance of the Traineeship and Apprenticeship Pathways (TAP) Schedule will be undertaken by the Commission.
- 1.5.2 Apprenticeships and traineeships listed on the TAP Schedule will be varied as required, by notice in the Gazette, to maintain the currency of the training associated with the trade or declared vocation.
- 1.5.3 Where an updated qualification is deemed by ASQA to be equivalent to the one it replaces, no consultation will be undertaken. Where an updated qualification is deemed to be non-equivalent, relevant stakeholders will be consulted prior to any update.
- 1.5.4 Where a primary qualification is accompanied by non-accredited training, the applicant must participate in any review of the trade or declared vocation undertaken by the Commission to maintain the currency of the training.
- 1.5.5 The Commission will review every new pathway approved after 1 July 2021, where there has been no take-up within 24 months, with the review to ideally include the original applicant.
- 1.5.6 More comprehensive reviews will be undertaken on an as needs basis as determined by the Commission.

STANDARD 2 EMPLOYER REGISTRATION

This Standard relates to the registration of employers to train apprentices and trainees under a Training Contract in accordance with the *South Australian Skills Act 2008* (the *SAS Act*).

The primary purpose of the Training Contract system is to ensure the provision of quality training for apprentices and trainees while they undertake employment relevant to the trade or vocation.

Employer registration assists in this process by ensuring employers are made aware of their rights and obligations when employing apprentices and trainees.

Registered employers will be placed on the South Australian Skills Register at www.skillscommission.sa.gov.au/regulations-and-standards/employer-register

Governance arrangements

Under the *SAS Act*, the South Australian Skills Commission (the Commission) (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system. To this end, it is empowered to:

- register an employer to train a person in a Training Contract for a period of up to 5 years
- renew an employer's registration for a period of up to 5 years
- vary, suspend, or cancel an employer's registration, at any time during the period the registration is in force.

Compliance with the Standard

2.1 Registration of employers (*SAS Act*, S46, S54F)

- 2.1.1 An employer must not enter into a Training Contract to train a person unless the employer is:
- a) registered
 - b) operating within the scope of their registration
 - c) complying with any other conditions of the registration.
- 2.1.2 To become registered, an employer must apply to the Commission.
- 2.1.3 Upon application, the Commission will register the employer if:
- a) the employer is not prohibited
 - b) the employer satisfies the requirements set out in this Standard
 - c) it is, in the Commission's opinion, appropriate to do so.
- 2.1.4 An application to be registered as an employer must be made using the online Employer Registration Application Portal available at <https://atlas.skills.sa.gov.au/>
- 2.1.5 The employer must provide all the information requested in the application form.
- 2.1.6 In addition, the employer must:
- a) have completed any training exercises included in the application process
 - b) read and accept the terms and conditions contained in the application form
 - c) declare the information contained in the application is true and accurate and that the applicant is authorised to make the application on behalf of the employer.

2.2 Scope of registration (*SAS Act*, S46, S54F)

- 2.2.1 When applying for registration, an employer must select the trades (apprenticeships) or declared vocations (traineeships) for which they wish to be registered.

- 2.2.2 As part of the application, the employer must certify they are able to deliver and support the full range of on and off-job training required for an apprentice or trainee to become competent in the selected trade or vocation, or that they otherwise have arrangements in place to transfer the Training Contract (whether through host employment arrangements or via the substitution of the employer – for more information, applicants are referred to Standard 4, Host Employment Arrangements, and Standard 9, Transfer of Training Contracts and Substitute Employer, respectively) in order to provide the full range of training.
- 2.2.3 Each trade or declared vocation selected by the applicant and approved by the Commission represents a condition placed on the employer's registration under Section 54F(3)(b) of the *SAS Act*. Collectively, the list of one or more trades and declared vocations represents the scope of the employer's registration.
- 2.2.4 An employer must not enter into a Training Contract to train a person unless the employer is operating within the scope of their registration.
- 2.2.5 An employer will be required to select at least one trade or declared vocation to be registered for during the initial registration process.
- 2.2.6 The employer may request additional trades or declared vocations be added to their scope of registration by applying through the online Employer Registration Application Portal available at <https://atlas.skills.sa.gov.au/>

2.3 Other conditions of registration (*SAS Act*, S54F, Regulation 9)

- 2.3.1 In addition to the scope of registration, under Section 54F(3)(b) of the *SAS Act* the Commission may impose such other conditions on an employer's registration as determined by the Commission. Such conditions may include:
- limiting the number of apprentices and trainees that the employer may employ at any one time
 - setting a minimum age limit for the apprentices and trainees an employer may employ
 - provision to enter into a host employment arrangement in accordance with Standard 4, Host Employment Arrangements.
- 2.3.2 The Commission must impose a condition on registration as prescribed by the *South Australian Skills Regulations 2021* (the *Regulations*). Regulation 9 makes it a requirement of the registration that an employer satisfies the employer supervision requirements as set out in Standard 5.
- 2.3.3 The Commission may impose conditions on an employer's registration at the time of the initial registration, or renewal of registration, or during the period of registration.

2.4 Variation, suspension, and cancellation of registration (*SAS Act*, S54G)

- 2.4.1 An employer's registration may be varied, suspended, or cancelled, whether through an application by the employer or on the Commission's own volition.
- 2.4.2 An employer may apply to the Commission to vary or revoke a condition placed on their registration, or to cancel their registration. Applications to vary or cancel a registration should be made via <https://atlas.skills.sa.gov.au/>
- 2.4.3 The Commission must cancel an employer's registration upon application by the employer and may vary or revoke a condition (not being a condition imposed by the *Regulations*) of the registration as outlined in Section 54G(2)(b) of the *SAS Act* and the *Regulations*.
- 2.4.4 If the Commission declares an employer to be prohibited, it must cancel the employer's registration.
- 2.4.5 Additionally, if the Commission is satisfied that:
- an employer has contravened a provision of the *SAS Act*, or a corresponding law (the corresponding laws are determined in accordance with Section 54G of the *SAS Act* and are contained in the appendices to these Standards)
 - failed to comply with a compliance notice
 - contravened a condition of the employer's registration
 - it is otherwise in the public interest, or the interest of the apprentices or trainees employed by the employer, to vary, suspend, or cancel the employer's registration, it may do such of the following as it thinks fit:
 - vary or revoke a condition of the employer's registration
 - impose a new condition on the registration
 - suspend the registration for a specified period, or until further notice
 - cancel the registration.
- 2.4.6 The Commission may exercise one or more of these powers irrespective of whether the contravention occurred in South Australia or not.
- 2.4.7 The Commission must give the employer at least 28 days written notice before taking action to vary (or revoke a variation), suspend, or cancel the registration.
- 2.4.8 However, the Commission may suspend an employer's registration without providing 28 days written notice if it believes on reasonable grounds that:
- an apprentice or trainee employed by the employer is at imminent risk of harm
 - it is reasonably necessary or appropriate to suspend the employer's registration without providing 28 days written notice, in order to manage that risk.

2.5 Substitution of an employer following the variation, suspension, or cancellation of registration (*SAS Act*, S54H)

- 2.5.1 When an employer's registration is suspended or cancelled, or varied such that it is no longer, in the opinion of the Commission, appropriate for the employer to continue as the employer in relation to a Training Contract, the Commission may substitute the employer for another employer.
- 2.5.2 The Commission may do so on its own motion or on the application of a party to the Training Contract. A substitution may be permanent, or for a period specified by the Commission.
- 2.5.3 The proposed employer must:
- not be a prohibited employer
 - be registered (or have applied for registration)
 - be complying with all the conditions of their registration

- d) consent to the substitution.
- 2.5.4 When an employer is substituted under Section 54H of the *SAS Act*, the employment of the apprentice or trainee continues with the new employer and the Training Contract continues in force. Any rights, obligations, and liabilities of the former employer in respect of the Training Contract are transferred to the new employer.
- 2.5.5 A party to a Training Contract affected by the variation, suspension, or cancellation of an employer's registration may apply to substitute another employer for the Training Contract.
- 2.5.6 Transfer fees will not apply to the substitution of an employer under Section 54H of the *SAS Act*.

2.6 Renewal of registration (*SAS Act*, S54F)

- 2.6.1 The Commission may register an employer for a period of up to 5 years. To continue to enter into Training Contracts to train a person, the employer must renew their registration prior to the expiry of this period.
- 2.6.2 The Commission will notify an employer within 6 months of the expiry of their registration period, inviting them to apply for renewal of their registration for a further period of up to 5 years.
- 2.6.3 An application to renew registration must be made using the online Employer Registration Application Portal available at <https://atlas.skills.sa.gov.au/>

2.7 Other obligations (*SAS Act*, S54K, S54L)

- 2.7.1 The employer is responsible for maintaining the accuracy and currency of their registration. An employer must notify the Commission if:
 - a) there is a material change in any information provided to the Commission regarding the registration
 - b) the employer sells, or offers for sale, the business relating to the registration
 - c) the employer, or the business relating to the registration, becomes insolvent or bankrupt
 - d) the employer is convicted of an indictable offence or a summary offence for which a term of imprisonment may be imposed.
- 2.7.2 An employer must maintain appropriate records to demonstrate that the obligations in the *SAS Act*, *Regulations* and [Standard 14, Record Keeping](#), have been met.

2.8 Offences relating to employer registration (*SAS Act*, S54I)

- 2.8.1 A person must not falsely represent that they are a registered employer.
- 2.8.2 A registered employer must not falsely represent that the employer's registration is, or is not, subject to a specified condition, or a condition of a specified kind.
- 2.8.3 A person must not falsely represent that:
 - a) another person is a registered employer
 - b) the registration of another person is, or is not, subject to a specified condition, or a condition of a specified kind.
- 2.8.4 The maximum penalty for each of these offences is \$10,000.

2.9 Review of decisions by the South Australian Civil and Administrative Tribunal (*SAS Act*, S70F)

- 2.9.1 The South Australian Civil and Administrative Tribunal (SACAT) has jurisdiction to review a decision of the Commission to refuse to register or renew a registration, to impose a condition on a registration, or to vary, suspend or cancel a registration under Part 4, Division 3A of the *SAS Act*.
- 2.9.2 An applicant must apply to the SACAT within 28 days of receiving notice of the relevant decision.
- 2.9.3 The SACAT may allow an extension of time to this application period if it is satisfied that:
 - a) special circumstances exist
 - b) another party will not be unreasonably disadvantaged because of the delay in commencing proceedings.
- 2.9.4 An application to the SACAT to review a decision must be made using the online form available at www.sacat.sa.gov.au/application-form
- 2.9.5 Fees apply for commencing a review in the SACAT. The SACAT can reduce or waive a fee in a particular case, or in relation to a particular class of applicant, based on financial hardship or where it is in the interests of justice to do so. An applicant may also apply for a partial waiver of the fee if they hold a valid concession card.

STANDARD 3 PROHIBITED EMPLOYERS

This Standard outlines the conditions under which an employer may be declared by the South Australian Skills Commission (the Commission) to be a prohibited employer and outlines the conditions under which a declaration may be revoked.

A prohibited employer is an employer that the Commission reasonably believes (and declares as such) is not suitable to employ an apprentice or trainee. Employers that are declared as prohibited by the Commission reserve the right to seek a review by the South Australian Civil Administrative Tribunal (SACAT).

This Standard applies to the Commission (including delegate(s) and employers (including prohibited employers and those utilising hosting arrangements).

Employers must comply with all other legislative requirements of an employer.

Governance arrangements

The decision to declare an employer prohibited and to revoke or vary a declaration rests with the Commission.

Compliance with the Standard

3.1 Declaring an employer prohibited (*South Australian Skills Act (SAS Act)*, S54B, S54G, S54H Regulation 8)

- 3.1.1 The Commission may, by notice in writing and in accordance with any requirements set out in the *South Australian Skills Regulations 2021* (the *Regulations*), declare an employer to be a prohibited employer if the Commission reasonably believes the employer is not a suitable person to employ an apprentice or trainee.
- 3.1.2 To assist the Commission in determining whether or not to declare an employer to be prohibited, more information may be required from or relating to the employer, including:

- a) the safety and wellbeing of apprentices and trainees employed by the employer
 - b) whether the employer is able to provide, or arrange to provide, an apprentice or trainee with the facilities, range of work, supervision and training required under a Training Plan for the apprentice or trainee
 - c) the employer's record in delivering training to apprentices or trainees
 - d) whether the employer behaves, or permits their employees to behave, in an objectionable way towards apprentices or trainees
 - e) whether the employer has contravened the *SAS Act*, or any other *Act* (whether of the State, another jurisdiction or the Commonwealth) relating to employment
 - f) the criminal history of the employer
 - g) whether the employer is a fit and proper person to employ an apprentice or trainee
 - h) any other matter prescribed by the *Regulations*.
- 3.1.3 The Commission may seek and take into account more information than indicated in the above clause 3.1.2 and may seek information from more than one person concerned in the ownership and/or management of the employer. The Commission may have regard to any other matter the Commission considers relevant to the decision whether to declare the employer to be a prohibited employer.
- 3.1.4 Before declaring an employer to be prohibited, the Commission must give notice in writing to the employer of the proposed declaration and allow a period of 14 days (or such longer period as the Commission may allow) to make submissions in writing to the Commission as to why the declaration should not be made.
- 3.1.5 The Commission may vary, suspend or cancel the registration of a registered employer without notice if it believes on reasonable grounds that an apprentice or trainee employed by the employer is at imminent risk of harm, and it is necessary or appropriate to vary, suspend or cancel the registration of an employer without giving notice, in order to manage the risk.
- 3.1.6 If the Commission declares an employer to be a prohibited employer, that employer's registration to employ an apprentice or trainee is cancelled from the date of the declaration.
- 3.1.7 Under Section 54B(3) of the *SAS Act*, a declaration may be conditional or unconditional and may be for a stated or indefinite period.
- 3.1.8 A notice declaring an employer to be prohibited must set out the following:
- a) the conditions (if any) that apply in relation to the declaration under Section 54B(3)(a) of the *SAS Act*
 - b) if the declaration is for a period stated in the notice or an indefinite period in accordance with Section 54B(3)(b) of the *SAS Act*.
- 3.1.9 Prohibited employers will be listed on the South Australian Skills Register including details of any conditions and the stated period of prohibition.

3.2 Obligations for prohibited employers (*SAS Act*, S54D, S54E)

- 3.2.1 A prohibited employer must not:
- a) employ, or offer to employ, a person as an apprentice or trainee
 - b) train or undertake to train a person in a trade
 - c) train or undertake to train a person in a declared vocation under a Training Contract
 - d) permit an apprentice or trainee to be placed with the prohibited employer under a host employment arrangement
 - e) falsely represent that they are not a prohibited employer.
- 3.2.2 A prohibited employer who is the subject of a conditional declaration under Section 54B of the *SAS Act* must not falsely represent that the declaration is, or is not, subject to a specified condition, or a condition of a specified kind.
- 3.2.3 A person must not falsely represent that:
- a) another person is not a prohibited employer
 - b) a declaration under Section 54B of the *SAS Act* that another person is a prohibited employer is, or is not, subject to a specified condition, or a condition of a specified kind.
- 3.2.4 A breach of these obligations may result in a maximum penalty of \$10,000.

3.3 Revocation of declaration (*SAS Act*, S54C)

- 3.3.1 The Commission may, by notice in writing vary or revoke a declaration or a condition of a declaration if the Commission is satisfied that it is, in all circumstances, appropriate to do so.
- 3.3.2 An application to vary or revoke a declaration or a condition of a declaration by a prohibited employer must be made using the application form, available at www.skills.sa.gov.au/business/forms and include the following information:
- a) name of the employer
 - b) contact details of the parties to the application
 - c) reasons for the request to vary or revoke a condition
 - d) evidence to support the application.
- 3.3.3 If the Commission varies or revokes a declaration or a condition of a declaration the South Australian Skills Register must be updated to reflect the revocation or variation.

3.4 Obligations for employers (*SAS Act*, S54J)

- 3.4.1 An employer must not place, or permit the placement of, an apprentice or trainee under the Training Contract with a prohibited employer.
- 3.4.2 A list of prohibited employers will be available on the South Australian Skills Register, including details of any conditions and whether the declaration is for a specified or indefinite period.

- 3.4.3 If an employer places, or permits placement of, an apprentice or trainee under the Training Contract with a prohibited employer the Commission may do one or more of the following:
- give the employer a written warning
 - vary, suspend or cancel the employers registration under Section 54G(3) of the *SAS Act*
 - issue a compliance notice under Section 63 of the *SAS Act*
 - declare the employer to be a prohibited employer.
- 3.5 Other conditions related to prohibited employers (*SAS Act*, S48, S54F, S54H)**
- 3.5.1 The Commission must refuse to approve an agreement as a Training Contract if the employer is a prohibited employer, and may refuse to approve a Training Contract if the Commission reasonably suspects that the employer has engaged in conduct that is likely to result in the employer being declared a prohibited employer.
- 3.5.2 The Commission must confirm that an employer is not prohibited prior to:
- registering an employer
 - substituting an employer in relation to a Training Contract.
- 3.6 Review of decisions by the South Australian Civil and Administrative Tribunal (*SAS Act*, S70F)**
- 3.6.1 The South Australian Civil and Administrative Tribunal (SACAT) has jurisdiction to review a decision of the Commission to prohibit an employer.
- 3.6.2 An applicant must apply to the SACAT within 28 days of receiving notice of the relevant decision.
- 3.6.3 The SACAT may allow an extension of time to this application period if it is satisfied that:
- special circumstances exist
 - another party will not be unreasonably disadvantaged because of the delay in commencing proceedings.
- 3.6.4 An application to the SACAT to review a decision must be made using the online form available at www.sacat.sa.gov.au/application-form
- 3.6.5 Fees apply for commencing a review in the SACAT. The SACAT can reduce or waive a fee in a particular case, or in relation to a particular class of applicant, based on financial hardship or where it is in the interests of justice to do so. An applicant may also apply for a partial waiver of the fee if they hold a valid concession card.

STANDARD 4 HOST EMPLOYMENT ARRANGEMENTS

This Standard relates to the hosting of apprentices and trainees to a host employer (or employers) providing on the job training and experience. It supplements and should be read in conjunction with [Standard 2, Employer Registration](#).

Host employment arrangements apply to the:

- employer, registered under the *South Australian Skills Act 2008* (the *SAS Act*), who is party to a Training Contract utilising hosting arrangements
- apprentice or trainee who is party to the Training Contract in question
- Nominated Training Organisation (NTO) for the Training Contract in question
- host employer or employers hosting the apprentice or trainee.

Governance arrangements

Under the *SAS Act*, the South Australian Skills Commission (the Commission) (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system.

Compliance with the Standard

4.1 Registration of employers and host employment arrangements (*SAS Act*, S46)

- 4.1.1 An employer must not enter into a Training Contract to train a person unless the employer is:
- registered, however see paragraph 4.3.2, below, regarding the Commission's general authority to registered employers to host to unregistered employers.
 - operating within the scope of their registration
 - complying with any other conditions of the registration, including any provision to enter into host employment arrangements
- 4.1.2 However, an employer that does not wish to directly employ an apprentice or trainee may enter into a host employment arrangement with a registered employer, whereby:
- the registered employer remains the legal employer of the apprentice or trainee in question
 - the host employer trains the apprentice or trainee on-job and otherwise meets its responsibilities and obligations as outlined in a written agreement with the registered employer.

4.2 Prohibited employer (*SAS Act*, S54B, S54D, *Regulation 8*)

- 4.2.1 The Commission may declare an employer to be a prohibited employer in accordance with the [Standard 3, Prohibited Employers](#). Prohibited employers will be recorded on the [South Australian Skills Register](#).
- 4.2.2 A prohibited employer must not permit an apprentice or trainee to be placed with the prohibited employer under a host employment arrangement.
- The maximum penalty for a breach of this requirement is \$10,000.
- 4.2.3 To ensure an apprentice or trainee is not unintentionally or inadvertently placed with a prohibited employer, registered employers seeking to place an apprentice or trainee with a host employer must refer to the [South Australian Skills Register](#) prior to entering into a host employment arrangement.

4.3 Obligations for registered employers under a host employment arrangement (*SAS Act*, S54F, S54J)

- 4.3.1 In addition to meeting any other obligation of their registration, registered employers seeking to enter into host employment arrangements are required to:

- a) develop an upfront written agreement between the registered employer and the host employer regarding their respective roles and responsibilities with regard to the apprentice or trainee
- b) ensure apprentices/trainees are able to raise issues of concern with the registered employer at any time
- c) provide a timely, responsive service to their apprentices and trainees, and an immediate response where there is an alleged workplace health and safety risk to an apprentice or trainee, who has a genuine fear for their safety
- d) ensure the off-job training arrangements are meeting the needs of their apprentices and trainees in accordance with the Training Plans entered into with those apprentices and trainees
- e) rotate apprentices and trainees to alternative work sites, as necessary, to ensure that all work-based learning requirements are met
- f) provide pastoral care/monitoring support to the apprentice or trainee in line with the requirements described below
- g) provide the Commission with a list of the host employers utilised in all host employment arrangements, and the apprentices and trainees placed with each of those host employers on a 6 monthly basis
- h) notify the Commission in the event they believe a host employer is not suitable to either directly employ, or host apprentices or trainees under a host employment arrangement
- i) maintain appropriate records to demonstrate that the obligations in the *SAS Act*, *South Australian Skills Regulations 2021* (the *Regulations*) and Standard 14, Record Keeping have been met.

4.3.2 The registered employer must not, without authorisation of the Commission:

- a) place, or permit the placement of, an apprentice or trainee under the Training Contract with an employer who is not a registered employer
- b) For the purposes of the above clause 4.3.2 (a), and subject to the requirements of this Standard, the Commission provides a general authorisation for registered employers to place apprentices/trainees with unregistered host employers.

4.4 Pastoral and monitoring support meetings

4.4.1 In addition to responding as required to any issues of concern raised by apprentices and trainees, registered employers must provide pastoral and monitoring support to individual apprentices and trainees at least every 8 weeks, in accordance with the following matrix:

Apprentice / Trainee Year	Minimum pastoral care meetings per year	Face-to-face pastoral care meetings per year
1 or 2	6	6 (3 of these must be at the worksite)
3 or more	6	3 (1 of these must be at the worksite)

4.4.2 For apprentices and trainees in the third or greater year of their apprenticeship/traineeship, communication methods such as phone, email or video calls may be used, where it is not practicable to hold a face-to-face meeting (either at the worksite or away from it).

4.4.3 In the event of exceptional or unforeseen circumstances (for example, restrictions caused by COVID-19 outbreaks), the Commission may determine that all face-to-face pastoral care meetings with apprentices and trainees at all year levels can be held using communication methods such as phone, email, or video calls. The Commission will publish any such determinations on its website, and include (where known) the duration for which the determination applies.

4.4.4 These meetings should confirm that the on-job training is commensurate with the level and stage of the apprenticeship or traineeship and the qualification.

4.4.5 A written record of these discussions must be kept.

4.4.6 Apprentices and trainees must be given the opportunity to speak with their legal employer in a confidential manner, irrespective of the method of communication. Some pastoral care meetings may also occur away from the worksite.

4.5 Obligations for employers under a host employment arrangement

4.5.1 An employer, operating as a host employer, must comply with all obligations contained in a written agreement with the registered employer. In addition, employers operating as host employers must:

- a) provide suitable work to enable the apprentice or trainee to develop some or all of the required competencies, as outlined in the upfront written agreement, to the required standard
- b) ensure the apprentice or trainee has access to a suitable range of equipment, tools, materials, personnel, and other resources to achieve some or all of the required competencies, as outlined in the upfront written agreement, to the required standard
- c) provide supervision to the apprentice or trainee in accordance with the [Standard 5, Supervision](#)
- d) support the apprentice or trainee to speak with the registered employer in a confidential manner and to raise any issues of concern both directly with the host employer and with the registered employer.

4.6 Commission may require information from a prescribed person (*SAS Act*, S70C, *Regulations*, 17, 18)

4.6.1 For the purposes of Section 70C of the *SAS Act*, a prescribed person as stated in the *Regulations* includes:

- a) a host employer with whom an apprentice or trainee is or was placed
- b) a supervisor of an apprentice or trainee under a Training Contract.

4.6.2 Employers (including both registered and host employers), supervisors and Apprenticeship Network Providers are required to provide information or documents related to the host employment arrangement or the apprentice or trainee to the Commission, if requested. The request must be in the form of a notice in writing and specify the nature of the information or documents required and the time in which they must be provided.

4.6.3 The maximum penalty for a breach of this requirement is \$10,000.

4.6.4 If a host employer that is a public sector agency refuses or fails to comply with a notice to provide information or documents, the Commission may, after consultation with the public sector agency:

- a) report the refusal or failure to the Minister for Innovation and Skills (the Minister) and to the Minister responsible for the public sector agency (if any)
- b) include details of the refusal or failure in the annual report of the Commission.

STANDARD 5 SUPERVISION

This Standard relates to the requirements for the training and supervision of apprentices and trainees in the workplace in accordance with *South Australian Skills Act 2008* (the *SAS Act*).

The primary purpose of the Training Contract system is to ensure the provision of quality training for apprentices and trainees while they undertake employment relevant to the trade or declared vocation. Appropriate and effective supervision is a key element in achieving this purpose. It is intended to create minimum standards that all employers must meet, to develop apprentices' and trainees' skills, knowledge, and experience to a standard where they can work safely, confidently and effectively in their occupation, trade or declared vocation. This includes setting maximum supervision ratios and defining what types of supervision can be used.

Governance arrangements

Under the *SAS Act*, the South Australian Skills Commission (the Commission) (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system. To this end, it is empowered to:

- register an employer to train a person in a Training Contract for a period of up to 5 years
- renew an employer's registration for a period of up to 5 years
- vary, suspend, or cancel an employer's registration, at any time during the period the registration is in force.

Compliance with the Standard

5.1 Supervision of apprentices and trainees

- 5.1.1 Supervision is the oversight and coordination of on-job training provided to an apprentice or trainee learning a trade or declared vocation.
- 5.1.2 Employers are responsible for ensuring an apprentice or trainee:
 - a) is supervised
 - b) receives on-job training by a skilled or qualified person in the competencies laid out in the agreed Training Plan
 - c) is provided with work relevant and appropriate to the trade or declared vocation.
- 5.1.3 If an employer delegates or assigns the responsibility of supervising or providing on-job training to any staff member, or a contractor, the employer must make sure that the staff member or contractor understands these requirements and adheres to them.
- 5.1.4 Employers are responsible for ensuring that supervisors:
 - a) have not been convicted of an indictable offence under a law of the Commonwealth or any Australian state or territory, where these offences have been disclosed to the employer
 - b) have an aptitude for and interest in training others
 - c) have the relevant technical skill and qualifications and good understanding of the trade or declared vocation
 - d) are competent and experienced in the activities in which they will be providing training and instruction
 - e) do not supervise more apprentices or trainees than is permitted by the supervision ratios specified in this Standard
 - f) use the correct supervision type in accordance with this Standard
 - g) are not themselves an apprentice or trainee, unless Commission approval for this to occur has been obtained.

5.2 Provision of on-job training

- 5.2.1 The employer appointed to provide on-job training to an apprentice or trainee must meet specific quality standards of training.
- 5.2.2 While providing on-job training in a task to an apprentice or trainee, employers must ensure that they, or the nominated supervisor:
 - a) formally induct the apprentice(s) or trainee(s) into the workplace
 - b) give clear instructions, and set clear expectations, about what the apprentice or trainee is being asked to complete, and to what standard
 - c) explain how the task relates to other tasks undertaken in the trade/declared vocation
 - d) discuss safety issues connected to the task before the apprentice or trainees commences the task
 - e) break down the task into a step-by-step process
 - f) demonstrate how the task is performed, and explain its steps while the apprentice or trainee observes
 - g) observe the apprentice or trainee while they attempt the task
 - h) provide opportunities for the apprentice or trainee to practice the task
 - i) provide feedback about what they did well and what they need to do differently
 - j) coach the apprentice or trainee to develop their confidence in performing the task
 - k) routinely check the apprentice or trainee's subsequent work in that task
 - l) provide positive constructive feedback that assists the apprentice or trainee to become proficient in the task.

5.3 Supervision ratios

- 5.3.1 Some apprentices or trainees need more supervision than others. To make sure that all apprentices or trainees are adequately supervised, employers must not exceed the supervision ratios that apply to them.
- 5.3.2 There are different supervision ratios, depending on the 'prescribed supervision level' for the trade or vocation which is published in the [Traineeship and Apprenticeship Pathways \(TAP\) Schedule](#). Employers must refer to the schedule, to find the prescribed supervision level that applies to the apprentices or trainees they employ.
- 5.3.3 If an employer employs apprentices or trainees with different prescribed supervision levels, then they must use the supervision ratio for the highest of those levels.
- 5.3.4 The table below sets out the supervision ratios that employers must not exceed and is drawn from the [Traineeship and Apprenticeship Pathways \(TAP\) Schedule](#).

Supervision Level Rating	Maximum Supervision Ratio
HIGH	1:3 A single supervisor may not supervise any more than 3 apprentices or trainees at any one time.
MEDIUM	1:6 A single supervisor may not supervise any more than 6 apprentices or trainees at any one time.
LOW	1:10 A single supervisor may not supervise any more than 10 apprentices or trainees at any one time.

5.3.5 An employer must not exceed these supervision ratios unless they have applied for and received written approval from the Commission to do so (and they must also comply with any conditions set out in that written approval). Application form available at www.skills.sa.gov.au/business/forms.

5.4 Types of supervision

In [determining the appropriate type of supervision](#), refer to clause 5.5 of this Standard.

5.4.1 An apprentice or trainee's supervision may be:

- a) [direct](#)
- b) [indirect](#); and/or
- c) in some special circumstances, remote.

The default type of supervision is direct supervision, which must be provided until an employer can demonstrate that they have assessed the apprentice or trainee as being able to work under indirect supervision in relation to a task. Remote supervision cannot occur without the written approval of the Commission.

5.4.2 If an apprentice or trainee is carrying out work requiring a [high-risk work licence](#) under the *Work Health and Safety Regulations 2012 (SA)*, the:

- a) apprentice must be enrolled in the applicable course to obtain that high-risk work licence
- b) employer must make sure the apprentice is under the direct supervision of a person who holds a high-risk work licence of the same class, until the apprentice has successfully passed the high-risk work licence assessment.

Direct Supervision

5.4.3 Direct supervision means that the apprentice or trainee's supervisor (a person qualified or experienced in the apprentice or trainee's trade or declared vocation) is:

- a) physically able to see and hear the apprentice or trainee; and
- b) physically present in the workplace with them (i.e. they must not provide supervision electronically by phone, radio or webcam); and
- c) working with them to provide training and instruction on a given task; and
- d) accessible to them at all times on site and available to respond to their issues as they arise, or answer questions.

Indirect Supervision

5.4.4 An employer may provide indirect supervision for an apprentice or trainee performing a task if:

- a) It is reasonable in the circumstances and has regard for any health and safety risks to the apprentice or trainee undertaking the task independently; and
- b) before the task is undertaken, the employer can demonstrate that a supervisor has assessed the apprentice or trainee as having the required skills, technical knowledge and experience to safely, correctly, effectively and autonomously perform the task without risk to their safety or the safety of others.

5.4.5 Indirect supervision means that:

- a) before the apprentice or trainee commences a work task under indirect supervision for the first time, the supervisor must discuss and plan that task with them in person; and
- b) while the apprentice or trainee is performing a task:
 - i. the supervisor must intermittently observe the apprentice or trainee to ensure that the task is being completed safely and to a satisfactory standard; or
 - ii. if working separately from their supervisor intermittently or temporarily (for example, attending a job at a client's premises), the apprentice or trainee must be able to communicate with their supervisor via telephone, radio, webcam or other technology; and
- c) if the supervisor leaves the worksite for any reason (for example, to take a lunch break), the apprentice or trainee is not engaged on a task for which direct supervision is required and/or that is a high-risk task.

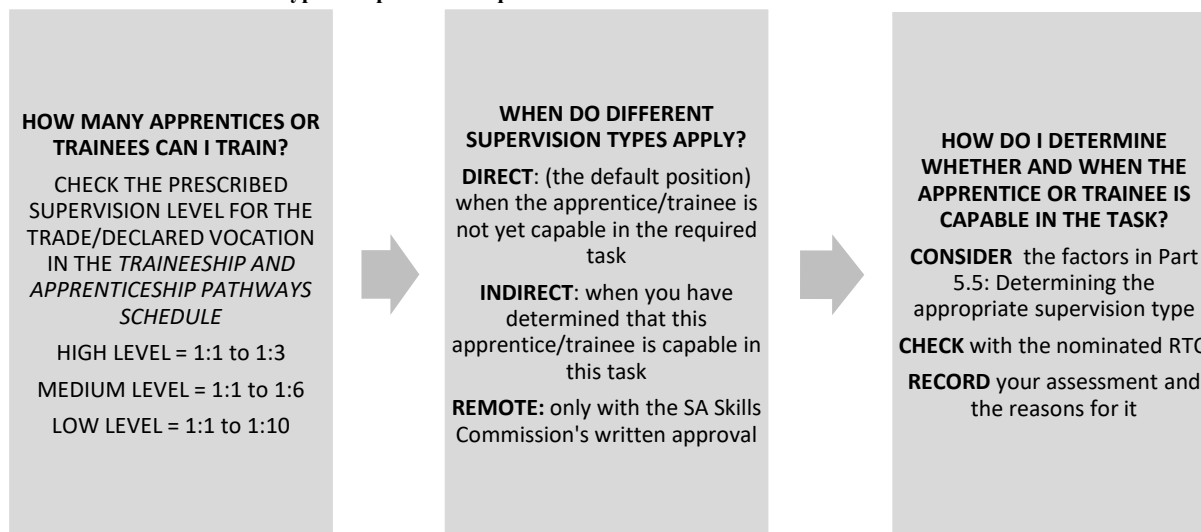
Remote Supervision

5.4.6 Remote supervision, where a supervisor is not present at the site where the apprentice or trainee is working, is prohibited unless the Commission has given its written approval. An application for remote supervision should only be made where:

- a) the apprentice or trainee is geographically remote from their supervisor; and
- b) the apprentice or trainee's separation from their supervisor is not intermittent or of a temporary nature (in this situation, indirect supervision may be appropriate); and
- c) the apprentice or trainee is able to communicate with their supervisor via telephone, radio, webcam or other technology; and
- d) the supervisor (or another suitably qualified supervisor) can attend the apprentice or trainee's physical location within a reasonable time if an issue arises.

- 5.4.7 An employer must record all periods of work that an apprentice or trainee undertakes under remote supervision and maintain appropriate records, to demonstrate obligations in the *SAS Act, South Australian Skills Regulations 2021 (the Regulations)* and Standard 14, Record Keeping have been met.

Table 2: How to determine the type of supervision required



5.5 Determining whether direct or indirect supervision is the appropriate supervision type

- 5.5.1 Employers are required to use direct supervision until they have made an assessment about the task, and about the apprentice or trainee, which permits them to use indirect supervision.
- 5.5.2 The type of supervision provided at any given time must be consistent with the purpose of developing an apprentice's or trainees' skills, knowledge and experience such that, upon completion, they can work confidently, effectively and safely in the trade or vocation in which they are being trained according to their Training Contract.
- 5.5.3 Employers should start from the assumption that an apprentice or trainee has minimal or no capability or awareness of the work to be undertaken or the risks associated with it. They should only depart from that assumption if they can see (either from their work, or from some evidence of previous training) that the apprentice or trainee has some relevant prior knowledge or experience.
- 5.5.4 To avoid any uncertainty, in relation to tasks or activities undertaken, direct supervision must be provided where an apprentice or trainee is attempting or undertaking activities or tasks they have not previously performed.
- 5.5.5 For apprentices and trainees who commence an apprenticeship or traineeship while they are at school, or are otherwise under 18 years of age, a presumption should be made in favour of constant and direct supervision, unless a risk assessment determines otherwise. However, this presumption only applies for that part of the Training Contract served while the student is at school, or under 18 years of age, and not for the full duration of the Training Contract.
- 5.5.6 Indirect supervision by an employer is only permitted:
- a) where the task/activity is not inherently dangerous or hazardous
 - b) where the apprentice or trainee has:
 - i. been provided with on-job training and instruction relevant to the task in the workplace
 - ii. been provided with training relevant to the task by the Nominated Training Organisation (NTO)
 - iii. routinely performed the task or activity proficiently and safely under supervision
 - iv. demonstrated the ability to understand when to seek guidance and support.
- 5.5.7 In determining whether supervision can progress from direct supervision to indirect supervision, employers must consider the tasks/activities the apprentice or trainee is to undertake, before considering the following factors, in consultation with the apprentice or trainee's NTO:
- a) any accepted industry supervision standards and Codes of Practice (for example, the National Electrical and Communications Association's *Guidelines for the Supervision of Apprentices/Trainees in the Electrical, Electricity Supply, Refrigeration, Instrumentation, Electronics, and Communications Declared Vocations*)
 - b) the apprentice or trainee's age and maturity
 - c) whether the apprentice or trainee is a new or existing worker
 - d) the complexity of the task
 - e) whether the task is new to the apprentice or trainee
 - f) the apprentice or trainee's level of experience in performing the task
 - g) the apprentice or trainee's level of skill in performing the task
 - h) the apprentice or trainee's level of confidence in performing the task
 - i) the apprentice or trainee's willingness to seek guidance and support when required
 - j) the workplace, health and safety risks involved in performing the task
 - k) the training risks associated with the worksite and the task arising from:

- i. characteristics of people (for example, co-workers, clients, customers, patients) with whom they will be interacting
 - ii. the tools, machinery, equipment and materials to be used
 - iii. characteristics of animals with which they will be working or may encounter
 - iv. the environment in which they are working.
 - l) for apprentices or trainees with a disability, any additional supervision or other supports to ensure the apprentice or trainee can undertake their task/s effectively and safely.
- 5.5.8 An employer must be able to demonstrate that they made their assessment of the apprentice or trainee, and the task, before permitting indirect supervision, and maintain appropriate records to demonstrate that the obligations in the *SAS Act, Regulations* and Standard 14, Record Keeping have been met.
- 5.5.9 Some apprentices or trainees will be in greater need of direct supervision. A supervisor may find themselves with some apprentices or trainees who require direct supervision, and others who they have assessed as requiring indirect supervision. In such situations:
- a) the supervisor's supervision ratio remains unchanged, however
 - b) the supervisor may simultaneously provide direct supervision of apprentices or trainees who require it, while at the same time permitting indirect supervision of those apprentices or trainees who have been assessed as capable of performing the relevant task under indirect supervision.
- 5.5.10 The supervisor's duties for direct and indirect supervision will remain the same.
- 5.6 Approved exemptions and variations**
- 5.6.1 Employers may apply to the Commission for:
- a) approval to exceed the maximum supervision ratio applicable to them (Low, Medium or High)
 - b) approval to provide remote supervision for an individual apprentice or trainee.
- 5.6.2 Employers must make their application in writing, using the [online application template](#).
- 5.6.3 Employers applying for approval to exceed the maximum supervision ratio must:
- a) state their reasons for wishing to exceed the maximum supervision ratio (including the rationale for engaging additional apprentices or trainees instead of additional tradespersons or qualified persons)
 - b) demonstrate how appropriate supervision will be maintained under an alternative ratio regime
 - c) demonstrate how they would manage on-job training under an alternative ratio regime
 - d) demonstrate how they would mitigate the risks associated with their type of work under an alternative ratio regime
 - e) demonstrate that they have a good completion rate at or above the South Australian average for that trade or declared vocation
 - f) provide evidence to substantiate their application.
- 5.6.4 Industry sectors and Industry Skills Councils may apply in writing to the Commission for a variation, including a strengthening or relaxation, of existing supervision ratios for specific occupational areas. Each application will require evidence to support the proposed variation and will be considered on its merits by the Commission. If the Commission approves an application by an industry sector or Industry Skills Council, it will publish the decision (including any conditions attaching to the decision) on its website.

STANDARD 6 TRAINING PLAN AND NOMINATED TRAINING ORGANISATIONS

This Standard relates to training organisations and their requirement to provide a workable framework for parties to Training Contracts and their Nominated Training Organisation (NTO). NTOs have requirements under the *South Australian Skills Act 2008* (the *SAS Act*) where they are nominated for an apprentice or trainee in relation to each Training Contract.

The NTO must be a:

- Registered Training Organisation (RTO)
- recognised higher education provider.

The NTO Standard applies to the:

- RTO or higher education provider nominated for an apprentice or trainee under each Training Contract to which the apprentice or trainee is a party
- employer who is party to the Training Contract
- apprentice or trainee who is party to the Training Contract.

Governance arrangements

NTOs are providers and assessors of nationally recognised training that have been registered by the Australian Skills Quality Authority (ASQA) in the case of RTOs or the Tertiary Education Quality and Standards Agency (TEQSA) in the case of higher education providers. Only NTOs can issue nationally recognised qualifications.

The South Australian Skills Commission (the Commission) (or its delegate) regulates apprenticeships and traineeships in South Australia under the *SAS Act*. Obligations of NTOs under the *SAS Act* will be regulated by the Commission.

Compliance with the Standard

6.1 Selection of a Nominated Training Organisation (*SAS Act*, S54P)

- 6.1.1 As part of the process to establish a Training Contract, the employer and apprentice or trainee must agree on which RTO or higher education provider will be the NTO for the Training Contract.
- 6.1.2 Having agreed, the employer and apprentice or trainee must obtain the acceptance of the NTO in relation to the nomination.
- 6.1.3 The Apprenticeship Network Provider (ANP) facilitating the establishment of the Training Contract may assist the employer and apprentice or trainee to select the NTO and may obtain the proposed NTOs acceptance on their behalf.

- 6.1.4 The NTO must accept or decline their nomination in the online portal located at <https://atlas.skills.sa.gov.au>, within 30 calendar days of the data becoming available in the portal.
- 6.1.5 The NTO becomes responsible for their obligations when they accept the nomination.
- 6.2 Training Plan (SAS Act, S54Q, S54R, Regulation 14)**
- 6.2.1 The NTO for a Training Contract must prepare (and obtain the necessary endorsement of) the Training Plan for that contract within 28 days of accepting a nomination.
- 6.2.2 If the NTO is unable to prepare a Training Plan within this timeframe, it must apply to the Commission for an extension via www.providers.skills.sa.gov.au/resources-and-publications and in the prescribed manner, at least 7 days in advance of the 28 day deadline. Note: an extension to inform the Commission a training plan has been developed, if granted, will apply for a further period of 28 days only and not an indeterminate or other period of time.
- 6.2.3 The Training Plan must be presented on the form approved by the Commission and contain all the requested information. The Commission has approved a proforma Training Plan, available at www.providers.skills.sa.gov.au/resources-and-publications.
- 6.2.4 The Training Plan must contain the following information:
- contact details of the apprentice or trainee, employer and NTO
 - details of the school (for school-based apprenticeships or traineeships)
 - details of the apprenticeship or traineeship being undertaken
 - the Australian Qualification Framework (AQF) qualification to be undertaken and any other relevant pathway to a trade or declared vocation (including non-accredited training) that the Commission has aligned to the qualification as part of the trade vocational declaration process
 - the units of competence/units of study and any other training (accredited/non-accredited) that will make up the AQF qualification (including elective units) and a timeline of when these units will be undertaken by the apprentice or trainee
 - the mode of delivery of formal training (on-job or off-job)
 - the developmental goals of the apprentice or trainee under the Training Plan
 - the responsibilities of the apprentice or trainee, employer and NTO, with respect to training under the Training Contract
 - any additional expectations of the apprentice or trainee, employer or NTO that are agreed to by the parties to the Training Contract.
- 6.2.5 When developing the Training Plan, the NTO must engage with the employer and the apprentice or trainee and discuss:
- how, when and where the training will be delivered
 - the units of competence/units of study that will be delivered
 - who will assess the apprentice or trainee
 - the type of assessments that will be conducted.
- 6.2.6 The Training Plan must be endorsed by the employer and the apprentice or trainee, as well as additional endorsement (as appropriate) from:
- an apprentice's or trainee's parent or guardian, where the apprentice or trainee is under 18, and where the apprentice or trainee's parents are party to the Training Contract
 - a school principal (or delegate of the principal), where the Training Plan is for a school-based Training Contract.
- 6.2.7 Once a Training Plan has been endorsed by all parties, the NTO must notify the Commission within 28 days.
- 6.2.8 The Training Plan comes into effect from any commencement date specified in the document.
- 6.2.9 The NTO must provide a copy of the Training Plan to the employer and the apprentice or trainee within 14 days of the Training Plan coming into effect.
- 6.2.10 The NTO is responsible for delivering training in accordance with the Training Plan and as agreed with the employer and the apprentice or trainee.
- 6.2.11 The NTO must maintain the currency and suitability of the Training Plan, and monitor the apprentice's or trainee's progress towards meeting the required training, over the life of the Training Contract, until all outcomes are achieved, or the Training Contract ceases.
- 6.2.12 The NTO must review the Training Plan as required, including:
- if the training that is the subject of the Training Plan is modified
 - upon request by the parties to the Training Contract
 - at a minimum, every 6 months regardless.
- 6.2.13 A variation to the Training Plan must be endorsed by all the relevant parties and will come into effect from a date specified in the Training Plan.
- 6.2.14 The NTO must provide a copy of the revised Training Plan to the employer and the apprentice or trainee within 14 days of the revised Training Plan coming into effect, and must notify the Commission of the variation within 28 days.
- 6.3 Substitution of a Nominated Training Organisation (SAS Act, S54T)**
- 6.3.1 The employer and the apprentice or trainee may substitute the NTO for a Training Contract, where:
- the employer and apprentice or trainee agree on the new NTO
 - the employer and apprentice or trainee seek acceptance of the new NTO in respect of the nomination
 - the NTO accepts the nomination and agrees to be the NTO for the apprentice or trainee.
- 6.3.2 The nominated ANP for the Training Contract may assist the employer and apprentice or trainee to select a new NTO and may obtain the new NTO's acceptance on their behalf.

- 6.3.3 Substitution of the NTO triggers an automatic review of the Training Plan by the new NTO. Notwithstanding any revisions made necessary by this review, the Training Plan for the apprentice or trainee continues in force and any rights, obligations and liabilities of the former NTO are transferred to the new NTO.
- 6.3.4 Where the NTO ceases to be the NTO in relation to a Training Contract, it must make the Training Plan and progress towards agreed learning outcomes available to the new NTO and maintain records for the period of which it was the NTO in accordance with Section 54U of the *SAS Act*.
- 6.3.5 The new NTO must notify the Commission of its inclusion under the Training Contract within 14 days.
- 6.4 Obligations for Nominated Training Organisations (*SAS Act*, Division 3D, Regulations 14, 15)**
- 6.4.1 Where there are issues with an employer or with the apprentice or trainee, the NTO should engage with the employer and/or apprentice or trainee in the first instance. Where concerns are ongoing, the NTO should contact the Commission.
- 6.4.2 The NTO must notify the Commission where:
- it becomes aware that an apprentice or trainee is not meeting the requirements of the Training Plan
 - it becomes aware that an employer is not meeting its obligations under the Training Contract or Training Plan
 - it becomes aware that the health or safety of an apprentice or trainee is at risk
 - it becomes aware that it may not be able to comply with any obligations applicable to the NTO under the Training Plan
 - it ceases to be the NTO under the Training Contract
 - ASQA or TEQSA has made a decision in relation to the NTO that impacts its ability to fulfil its obligations under the Training Plan.
- 6.4.3 When notifying the Commission of any of the above matters, the NTO must include details of the:
- name of the employer
 - name of the apprentice or trainee
 - name of the NTO
 - relevant contact person's name, phone number and email address in the NTO
 - progress achieved against the Training Plan at the date of the notice
 - details of efforts made to engage the employer and apprentice or trainee, where the training goals are not being achieved.
- 6.4.4 The NTO for a Training Contract must keep such records in accordance with ASQA requirements for RTOs, TEQSA requirements for higher education providers and the Standard 14, Record Keeping. Records must be retained for at least 7 years after the completion, expiry or termination of the Training Contract to which the record relates.
- 6.4.5 The NTO must not refuse or fail to comply with the obligations outlined in Division 3D of the *SAS Act*.
- 6.4.6 The Commission may notify the Department for Innovation and Skills (DIS), ASQA or TEQSA of any failure to comply with the obligations for NTOs set out in the *SAS Act*.
- 6.4.7 The maximum penalty for a breach of the requirement is \$5,000 and the expiation fee is \$315.
- 6.5 Obligations for employers (*SAS Act*, S54J)**
- 6.5.1 The employer must not prevent or obstruct apprentices or trainees from participating in training required to be delivered by the NTO under a Training Plan or prejudice the employment of the apprentice or trainee as a result of participating in, or attempting to participate in, such training.
- 6.5.2 The employer must not take any other steps to discourage the apprentice or trainee from participating in training as outlined in the Training Plan and must comply with any other obligations specified in the Training Contract or Training Plan that are applicable to the employer.
- 6.5.3 These conditions are taken to be a condition of the employer's registration. If the employer fails to comply with these obligations the Commission may do one or more of the following:
- give the employer a written warning
 - vary, suspend or cancel the employers registration under Section 54G(3) of the *SAS Act*
 - issue a compliance notice under Section 63 of the *SAS Act*
 - declare the employer to be a prohibited employer.
- 6.6 Obligations for apprentices and trainees (*SAS Act*, S54M)**
- 6.6.1 The apprentice or trainee must comply with obligations specified in the Training Contract or Training Plan that are applicable to them.
- 6.6.2 The apprentice or trainee must, participate in the development of their Training Plan as far as is reasonably practicable, attend training specified in the Training Plan, and contribute to the attainment of their development goals under the Training Contract or Training Plan.
- 6.6.3 If the apprentice or trainee fails to comply with these obligations the Commission may do one or more of the following:
- give the apprentice or trainee a written warning
 - require the parties to the Training Contract to attend a conciliation conference under Section 52 of the *SAS Act*
 - suspend or terminate the Training Contract under Section 51 and 52B of the *SAS Act*.

STANDARD 7 TRAINING CONTRACT APPROVAL

This Standard relates to the approval of Training Contracts to train apprentices and trainees in accordance with the *South Australian Skills Act 2008* (the *SAS Act*).

Training contracts are between an employer and an apprentice or trainee, through which the employer agrees to employ and train the apprentice or trainee in the qualification aligned to the trade or declared vocation. All Training Contracts are to be approved by the South Australian Skills Commission (the Commission).

Governance arrangements

Under the *SAS Act*, the Commission (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system. The Commission's powers include the authority to assess, approve or decline Training Contracts.

Australian Apprenticeship Support Network (AASN) and Australian Network Providers (ANP) are contracted by the Australian Government to deliver support services to the parties to the Training Contract, this may include lodgement of Training Contract applications with the Commission.

Compliance with the Standard

7.1 Training under Training Contracts (*SAS Act*, S45A, S45B S46)

- 7.1.1 Under the *SAS Act*, an employer must not undertake to train a person in a trade except under a Training Contract.
- 7.1.2 However, the above clause 7.1.1 does not apply in relation to the further training or re-training of a person who has:
- already completed the training required under a Training Contract
 - an equivalent qualification
 - been certified by the Commission as competent in relation to the relevant trade.
- 7.1.3 An employer who wishes to train an employee in a declared vocation can choose whether to enter in a Training Contract or not.
- 7.1.4 An employer must not enter into a Training Contract to train a person unless the employer is:
- a registered employer
 - operating within the scope of the employer's registration
 - complying with any other condition of the registration.
- 7.1.5 The maximum penalty for a breach of this requirement is \$5,000, and the expiation fee is \$315.
- 7.1.6 Two or more employers may, with the approval of the Commission, enter into a Training Contract with the same apprentice or trainee.
- 7.1.7 The Commission provides a general authorisation for Registered Employers to place apprentices and trainees with unregistered host employers, in accordance with the Standard 4, Host Employer Arrangements.

7.2 Training contract applications (*SAS Act*, S46, S48)

- 7.2.1 An employer must apply to the Commission for approval of an agreement as a Training Contract within 28 days after entering an agreement where:
- the employer is to train a person in a trade, or to otherwise train a person under a Training Contract
 - it is intended to be a Training Contract.
- 7.2.2 The maximum penalty for a breach of this requirement is \$5,000, and the expiation fee is \$315.
- 7.2.3 A Training Contract application must utilise the relevant [standard form contract](#) and contain the following conditions:
- a condition that the apprentice or trainee will be employed by the employer party to the Training Contract in accordance with the applicable award or industrial agreement
 - a condition specifying the probationary period for a Training Contract for the relevant trade or declared vocation
 - the standard conditions for a Training Contract for the relevant trade or declared vocation
 - a condition that the apprentice or trainee will be trained and assessed in accordance with the Training Plan (to be agreed between the parties and a Nominated Training Organisation (NTO) chosen jointly by the parties)
 - any other conditions that have been agreed between the employer and the apprentice or trainee after consultation with the registered training provider.
- 7.2.4 A person under the age of 15 years must not enter into a Training Contract unless otherwise permitted by an industrial award, or the person has, on application, obtained written approval of the Commission.
- 7.2.5 An Apprenticeship Network Provider (ANP) may submit an application on behalf of a party to the Training Contract.
- 7.2.6 The Commission may, by notice in writing, require an employer to provide, within a specified period, such other specified information or documents as may be required by the Commission for the purposes of determining an application.

7.3 Training contract approval (*SAS Act* S48, *SAS Regulation 6*)

- 7.3.1 The Commission must, on determining an application for a Training Contract, notify the employer and apprentice or trainee of:
- the Commission's determination
 - the date of the determination
 - reasons for the refusal, if refused.
- 7.3.2 The Commission will refuse to approve an application for a Training Contract if:
- the employer is a prohibited employer
 - the employer would commit an offence under Section 46(4) of the *SAS Act* by training a person under the proposed Training Contract
 - the trade or vocation that is the subject of the Training Contract is not a declared trade or vocation under the *SAS Act*
 - in the opinion of the Commission, the employer is not able to provide, or arrange to provide, an apprentice or trainee with the facilities, range of work, supervision and training required under a Training Plan for the apprentice or trainee.
- 7.3.3 The Commission may refuse to approve an agreement as a Training Contract for any other reason the Commission considers appropriate, including where:
- the agreement does not utilise the relevant [standard form contract](#)
 - the agreement does not otherwise comply with the *SAS Act*
 - the qualification to which the agreement relates is, in the opinion of the Commission, an inappropriate qualification for a Training Contract

- d) the employer, or the apprentice or trainee, will, in the opinion of the Commission, be unable to fulfil their obligations under the proposed Training Contract
 - e) the requirements under the *SAS Act* in relation to a Training Plan for the apprentice or trainee are unlikely to be satisfied
 - f) a term of the proposed Training Contract is, in the opinion of the Commission, prejudicial to the interests of the apprentice or trainee
 - g) the Commission reasonably suspects that the employer has engaged in conduct that is likely to result in the employer being declared a prohibited employer.
- 7.3.4 An employer who has made an application under this section that has been refused by the Commission must not, except with the written authority of the Commission, continue to train a person in a trade under the refused agreement.
- 7.3.5 The maximum penalty for a breach of this requirement is \$5,000, and the expiation fee is \$315.
- 7.4 Training contract obligations on the employer (*SAS Act* S54J, S54L, *Regulation* 11)**
- 7.4.1 The obligations of the employer who is a party to a Training Contract in this Standard are in addition to those contained in the Training Contract and are to:
- a) employ and train the apprentice or trainee as agreed in the Training Contract and Training Plan
 - b) provide the relevant wages and conditions to the apprentice or trainee employed to complete the Training Contract
 - c) provide appropriate facilities and expertise to assist in the training of the apprentice or trainee in accordance with the requirements of the Training Plan
 - d) ensure the apprentice and trainee receives on-job training and assessment in accordance with the requirements of the Training Plan
 - e) release the apprentice or trainee from work and pay the appropriate wages to attend any training and assessment specified in the Training Plan
 - f) provide supervision to the apprentice or trainee in accordance with Standard 5, Supervision
 - g) work with an NTO and the apprentice or trainee to ensure that the Training Plan is complied with, training records are kept up to date, and progress is monitored, reviewed and supported, in accordance with Standard 6, Training Plan and Nominated Training Organisations
 - h) notify the Commission of any material change to the Training Contract, in accordance with the *SAS Act*
 - i) attempt to resolve a dispute between the parties to the Training Contract in the first instance, but if such attempts fail, apply to the Commission for consideration of the matter
 - j) comply with any other obligation specified in the Training Contract or Training Plan that is applicable to the apprentice or trainee
 - k) inform the Commission and the NTO within 5 working days, if the Training Contract has become jeopardised.
- 7.4.2 Additionally, an employer in relation to a Training Contract must comply with the following provisions, which will be taken to be a condition of the employer's registration:
- a) the employer must comply with the Standards
 - b) the employer must permit an apprentice or trainee under the Training Contract to carry out their obligations under the Training Contract
 - c) the employer must comply with any other obligation specified in the Training Contract or Training Plan that is applicable to the employer.
- 7.4.3 The employer must not:
- a) prevent or obstruct the apprentice or trainee from carrying out their obligations under a Training Plan
 - b) prevent or obstruct the apprentice or trainee from participating in any training required to be delivered by the NTO under a Training Plan
 - c) prejudice the employment of the apprentice or trainee, or place the apprentice or trainee at a disadvantage, because the apprentice or trainee participates or attempts to participate in such training
 - d) take any other steps to discourage the apprentice or trainee from participating in such training
 - e) place, or permit the placement of, an apprentice or trainee under the Training Contract with a prohibited employer
 - f) without the authorisation of the Commission, place, or permit the placement of, an apprentice or trainee under the Training Contract with an employer who is not a registered employer.
- 7.4.4 The Commission may, in relation to an employer's failure to satisfy the employer's obligations under the Training Contract, do one or more of the following:
- a) give the employer a written warning
 - b) vary, suspend, or cancel the employer's registration
 - c) issue a compliance notice
 - d) declare the employer to be a prohibited employer.
- 7.4.5 An employer must maintain appropriate records to demonstrate that the obligations in the *SAS Act*, *South Australian Skills Regulations 2021* (the *Regulations*) and Standard 14, Record Keeping have been met.
- 7.4.6 The maximum penalty for a breach of this requirement is \$5,000, and the expiation fee is \$315.
- 7.5 Training contract obligations on the apprentice or trainee (*SAS Act* S54M)**
- 7.5.1 An apprentice or trainee, in relation to a Training Contract, must:
- a) comply with the Standards
 - b) comply with any other obligation specified in the Training Contract or Training Plan that is applicable to the apprentice or trainee

- c) as far as is reasonably practicable:
 - i. participate in the development of their Training Plan
 - ii. contribute to the attainment of their development goals under the Training Contract and Training Plan.
- 7.5.2 The Commission may, in relation to an apprentice or trainee failing to comply with their obligations under a Training Contract, do one or more of the following:
 - a) give the apprentice or trainee a written warning
 - b) require the parties to the Training Contract to attend a dispute resolution process
 - c) suspend the Training Contract
 - d) terminate the Training Contract.
- 7.6 Review of decisions by the South Australian Civil and Administrative Tribunal (*SAS Act*, S70F)**
 - 7.6.1 The South Australian Civil and Administrative Tribunal (SACAT) has jurisdiction to review a decision of the Commission to refuse an application by a person under 15 years of age to enter into a Training Contract under Section 46(7) of the *SAS Act*.
 - 7.6.2 An applicant must apply to the SACAT within 28 days of receiving notice of the relevant decision.
 - 7.6.3 The SACAT may allow an extension of time to this application period if it is satisfied that:
 - a) special circumstances exist
 - b) another party will not be unreasonably disadvantaged because of the delay in commencing proceedings.
 - 7.6.4 An application to the SACAT to review a decision must be made using the online form available at www.sacat.sa.gov.au/application-form
 - 7.6.5 Fees apply for commencing a review in the SACAT. The SACAT can reduce or waive a fee in a particular case, or in relation to a particular class of applicant, based on financial hardship or where it is in the interests of justice to do so. An applicant may also apply for a partial waiver of the fee if they hold a valid concession card.

STANDARD 8 TRAINING CONTRACT CONDITIONS

This Standard relates to the setting of Training Contract conditions, including the probationary period in accordance with the *South Australian Skills Act 2008* (the *SAS Act*). The South Australian Skills Commission (the Commission) is responsible for the regulation of the apprenticeship and traineeship system.

Governance arrangements

The Commission, under Section 45(2) of the *SAS Act*, may determine ‘standard conditions’ for specified trades and declared vocations, through notice in the South Australian Government Gazette (the Gazette). These standard conditions, which form part of the standard form contract, include:

- the term (duration in months) of the Training Contract
- the qualifications available for a person in the trade or declared vocation
- any other condition considered necessary by the Commission
 - the Commission has determined that parties to a (full-time or part-time) Training Contract may agree to average the hours worked under the Training Contract as a condition of the Training Contract.

Refer to Standard 1, Declaration of Trades and Vocations for more information on this Standard’s conditions.

Compliance with the Standard

8.1 Gazetted standard form Training Contract (*SAS Act*, S45, S46, S49A)

- 8.1.1 Section 46(6) of the *Act* states that a standard form contract must be in the required form and contain the following additional terms and conditions:
 - a) that the apprentice or trainee will be employed by the employer who is party to the contract in accordance with the applicable award or industrial agreement
 - b) the probationary period for the relevant trade or declared vocation
 - c) the standard conditions for the relevant trade or declared vocation
 - d) that the apprentice or trainee will be trained and assessed in accordance with the Training Plan (to be agreed between the employer, the apprentice or trainee and a nominated training organisation chosen jointly by the employer and the apprentice or trainee)
 - e) any other conditions that have been agreed between the employer and the apprentice or trainee after consultation with the nominated training provider.
- 8.1.2 The Commission may determine a probationary period for a Training Contract for a specified trade or declared vocation, through notice in the Gazette. The Commission may also extend the probationary period for an individual Training Contract on application by a party to a Training Contract, or for a specified class of Training Contracts by notice in the Gazette with the approval of the Minister for Innovation and Skills (the Minister).
- 8.1.3 The Commission may vary hours of training under a Training Contract to reflect a part-time or full-time training arrangement.
- 8.1.4 The Commission may also vary or revoke a previously gazetted condition under Section 45(3) of the *SAS Act*. Any revocation or variation will apply to all qualifications to which the gazetted notice relates.

8.2 Contract variation to full-time and part-time training arrangements (*SAS Act*, S50)

- 8.2.1 Employers and their apprentices and trainees must comply with the standard conditions of the Training Contract. They may seek to vary these in prescribed circumstances.
- 8.2.2 Parties to a Training Contract by agreement may apply, and the Commission may approve, a variation to a Training Contract:
 - a) from a part-time to a full-time training arrangement
 - b) from a full-time to a part-time training arrangement
 provided the agreed working arrangement is permitted by the relevant award or industrial agreement under which the apprentice or trainee is employed.

- 8.2.3 An application must be made in the prescribed form and must contain any information required by the Commission to consider the application. The application form is available at www.skills.sa.gov.au/business/forms.
- 8.2.4 The Commission on its own motion may vary the full-time or part-time training arrangement under a Training Contract if there are circumstances to justify the change. For example, if the Commission determines that an agreed full-time or part-time training arrangement is inconsistent with a relevant award or other industrial instrument under which the apprentice or trainee is employed.
- 8.2.5 Where the Commission makes a determination on its own motion, the Commission will provide any affected party an opportunity to provide its views on the proposed variation to the Training Contract.

8.3 School-based apprenticeships or traineeships (*SAS Act*, S50)

- 8.3.1 Parties to a school-based apprenticeship or traineeship, by agreement, must apply to the Commission for approval of a variation to the Training Contract:
- from part-time to full-time training
 - from full-time to part-time training
- commencing when the school-based apprentice or trainee completes school.
- 8.3.2 Alternatively, the Commission on its own motion may vary the full-time or part-time training arrangement under a school-based apprenticeship or traineeship when the apprentice or trainee finishes school, for example, when:
- the agreed training arrangement is not conducive to the apprentice or trainee meeting their workplace-based training obligations under the Training Contract or Training Plan
 - the Commission determines that the agreed full-time or part-time training arrangement is not consistent with a relevant award or other industrial agreement under which the apprentice or trainee is employed.

8.4 Averaging of hours (*SAS Act*, S45)

- 8.4.1 Parties to a (full-time or part-time) Training Contract may agree to average the hours worked under the Training Contract as a condition of the Training Contract.
- 8.4.2 Hours worked under a standard apprenticeship or traineeship may be averaged over a four-week cycle.
- 8.4.3 Hours worked under a school-based apprenticeship or traineeship may be averaged over a three-month cycle.
- 8.4.4 An agreement to average the training hours over a particular work cycle must be in advance of the training commencing and must include the rostered hours of employment and training for the period over which the averaging applies.
- 8.4.5 The agreed arrangement must:
- provide a regular pattern of on and off-job training that enables both on-job and off-job structured training to be planned and implemented according to the Training Plan. For example, a full-time pattern of hours per week of 40, 40, 40 and 30 (average 38 hours) is appropriate. However, under a school-based apprenticeship or traineeship, a part-time pattern of hours per week of 20, 0, 12, 8 is unlikely to be appropriate, as the training pattern is not conducive to the student meeting their academic obligations.
 - be consistent with (and not disrupt) the training objectives contained in the Training Contract and Training Plan
 - in relation to school-based apprenticeships or traineeships, not interfere with the student's school commitments
 - be consistent with the award, industrial agreement and national employment standards that apply to the employment of the apprentice or trainee, including any requirements relating to:
 - rostering
 - consultation
 - notice periods.
- 8.4.6 An employer must maintain records of an apprentice or trainee's attendance at the workplace and at training and maintain appropriate records to demonstrate that the obligations in the *SAS Act*, *South Australian Skills Regulations 2021* (the *Regulations*) and Standard 14, Record Keeping have been met.
- 8.4.7 These records should include any agreement to average hours and the hours recorded should reflect the pattern of work and training agreed by the employer and apprentice or trainee.
- 8.4.8 The maximum penalty for a breach of the requirements relating to the making and retention of records is \$5,000, and the expiation fee is \$315.

8.5 Minimum hours under part-time Training Contracts (*SAS Act*, S46)

- 8.5.1 As published by notice in the Gazette an apprenticeship or traineeship may be undertaken on a full or time-part basis but cannot be undertaken on a casual basis.
- 8.5.2 Parties to a part-time apprenticeship or traineeship may agree on the hours worked under the Training Contract, provided:
- part-time minimum hours worked under a standard apprenticeship or traineeship are at least 15 hours per week
 - part-time minimum hours worked under a school-based apprenticeship or traineeship are at least 7.5 hours per week.
- 8.5.3 The agreed arrangement must be consistent with the award or industrial agreement to which the apprenticeship or traineeship relates.

8.6 Standard probationary periods under Training Contracts (*SAS Act*, S46)

- 8.6.1 The Commission, by notice in the Gazette, has determined the standard probationary period for Training Contracts. The standard (or nominal) probationary period for a Training Contract:
- up to and including 24 months duration is 60 days
 - greater than 24 months duration is 90 days.
- 8.6.2 These standard probationary periods apply to full-time and part-time apprenticeships and traineeships.
- 8.6.3 The Commission by further gazetted notice may vary the above standard probationary periods.

8.6.4 The Commission has the discretion to approve probationary periods that differ from the standard probationary periods noted in Clause 8.6.1.

8.7 Application to extend the standard probationary period for a Training Contract (*SAS Act, S49A*)

8.7.1 A party to a Training Contract may apply to the Commission to vary the Training Contract to extend the probationary period for that Training Contract.

8.7.2 An application to extend the probationary period:

- a) may be made by the employer, the apprentice or trainee, or both
(Note: if the application is not a joint application by the employer and apprentice or trainee, the Commission must not decide an application unless it has sought the views of the other party to the Training Contract about whether or not the application should be granted)
- b) may not be for a period in excess of 6 months in total, or 25% of the term of the Training Contract, whichever is the lesser.
- c) must be submitted to the Commission no less than 14 days before the expiry of the nominal probationary period, unless the Commission is satisfied that:
 - i. good reasons exist to accept a shorter notice period; and
 - ii. the other party to the Training Contract will not be unreasonably disadvantaged
- d) if an application to extend the probationary period is not resolved within 14 days, the apprentice or trainee will continue to be employed on a probationary basis until such time as the application is resolved.

8.7.3 Upon assessing an application to extend the probationary period for a Training Contract, the Commission will advise the parties to the application of the outcome, in writing. The Commission will advise:

- a) if the application is approved, the period for which the probationary period is extended
- b) if the application is declined, the reason(s) and process for review.

8.8 Variation by the Commission of the probationary period for a class of Training Contracts (*SAS Act, S49A(3)*)

8.8.1 The Commission, with the approval of the Minister, may extend the probationary period for a specified class of Training Contracts. However, the probationary period, as extended, must not exceed 6 months in total or 25% of the term of the Training Contract, whichever is the lesser.

8.8.2 Before the Commission varies the probationary period for a specified class of Training Contracts, it must:

- a) consult with apprentices or trainees who are a party (or likely to be party) to a Training Contract that is among the specified class of contract, or a body representing the interests of those apprentices or trainees
- b) consult with employers who are a party (or likely to be party) to a Training Contract that is among the specified class of contract, or a body representing the interests of those employers.

8.9 Apprentice or trainee is under 18 years of age

8.9.1 If an application to extend the probationary period under a Training Contract is made in relation to an apprentice or trainee under the age of 18, and provided the apprentice or trainee's parent(s) or guardian(s) are party to the Training Contract, the Commission must, if practicable, consult the apprentice or trainee's parent or guardian.

8.10 Review of decisions by the South Australian Civil and Administrative Tribunal (*SAS Act, S70F, Regulation 20*)

8.10.1 The South Australian Civil and Administrative Tribunal (SACAT) has jurisdiction to review a decision of the Commission to approve or refuse an application to extend the probationary period for a Training Contract under Section 49A of the *SAS Act*.

8.10.2 An applicant must apply to the SACAT within 28 days of receiving notice of the relevant decision.

8.10.3 The SACAT may allow an extension of time to this application period if it is satisfied that:

- a) special circumstances exist
- b) another party will not be unreasonably disadvantaged because of the delay in commencing proceedings.

8.10.4 An application for the SACAT to review a decision must be made using the online form available at www.sacat.sa.gov.au/application-form

8.10.5 Fees apply for commencing a review in the SACAT. The SACAT can reduce or waive a fee in a particular case, or in relation to a particular class of applicant, based on financial hardship or where it is in the interests of justice to do so. An applicant may also apply for a partial waiver of the fee if they hold a valid concession card.

STANDARD 9 TRANSFER OF TRAINING CONTRACTS AND SUBSTITUTE EMPLOYER

This Standard relates to the substitution of an employer of an apprentice or trainee and covers three broad situations in which the Training Contract is taken over by (or transferred to) another employer. Transfer of a Training Contract through the first two situations described below are subject to approval by the Commission. A change of business ownership requires the South Australian Skills Commission (the Commission) to be notified of the change of ownership.

A substitution or transfer of a Training Contract occurs where:

- an apprentice or trainee under a Training Contract established in another state or territory transfers to a South Australian-based employer
- an application is made to the Commission to substitute the current employer of an apprentice or trainee with a different employer
- the Commission determines, on its own motion, to substitute the current employer of an apprentice or trainee with a different employer
- there is a change in the ownership of the business under which an apprentice or trainee is employed.

This Standard applies to the Commission, employers and prospective employers of apprentices and trainees.

Governance arrangements

Decisions to approve the transfer of a Training Contract and substitution of an employer are decided by the Commission (or its delegate).

Compliance with the Standard**9.1 Transfer of Training Contracts between jurisdictions (*SAS Act*, S45, S48A, Regulation 7)**

- 9.1.1 In the event an apprentice or trainee under a Training Contract established in another state or territory relocates to South Australia, the *SAS Act* permits the Commission to:
- a) recognise (with or without modification) the Training Contract (and associated Training Plan) as a Training Contract and Training Plan under the *SAS Act*
 - b) substitute the employer under the Training Contract with a South Australian based employer
 - c) recognise the previous employment and training completed in the jurisdiction
 - d) make other appropriate arrangements.
- 9.1.2 The Commission must decline to recognise the Training Contract of a relocating apprentice or trainee if the proposed new employer is a prohibited employer.
- 9.1.3 The Commission may refuse recognition of the Training Contract if:
- a) there is no nominated training organisation for the apprentice or trainee
 - b) there is no Training Plan relating to the Training Contract
 - c) the trade or vocation is not a declared trade or vocation under the *SAS Act* or does not have an equivalent under the *SAS Act*
 - d) the proposed employer
 - i. is not registered or has not applied for registration
 - ii. is not operating within the scope of their registration
 - iii. has failed to comply with a condition of their registration.
- 9.1.4 A relocating apprentice or trainee seeking to have their Training Contract recognised and/or the proposed (South Australian-based) employer must notify the Commission as early as practicable (the Training Contract made in another jurisdiction will not be enforceable until the Commission recognises it).
- 9.1.5 Notification of the transfer, via a form determined by the Commission and available at www.skills.sa.gov.au/business/forms, should include:
- a) name and contact details of the apprentice or trainee and of the previous and proposed employer
 - b) name and contact details of the training organisation under the Training Contract
 - c) commencement date of employment with proposed employer
 - d) a copy of the Training Contract and Training Plan
 - e) name of the nominated training organisation (if not the training organisation under the Training Contract).
- 9.1.6 The Commission will consider this information in reaching a decision whether or not to recognise the transfer and will advise the applicant(s):
- a) whether or not the Training Contract is recognised
 - b) the date from which it is recognised
 - c) the trade or vocation, or equivalent trade or vocation under the recognised Training Contract
 - d) conditions (if any) under which the Training Contract is agreed to be recognised.
- 9.1.7 If the Commission has insufficient information to enable it to determine whether a Training Contract is recognised, it will notify the applicant(s) and request further information.

9.2 Transfer due to a change of ownership of business (*SAS Act*, S54 MA)

- 9.2.1 In the event an owner of a business who employs one or more apprentices or trainees transfers ownership of the business to another employer, the Training Contract continues with the new employer and the rights, obligations and liabilities of the former owner/employer transfer to the new owner/employer.
- 9.2.2 Rights, obligations, and liabilities include:
- a) to provide training as required by the Training Contract and Training Plan
 - b) to meet relevant occupational, health, safety and welfare requirements.
- 9.2.3 Both the former owner/employer and new owner/employer must notify the Commission and the NTO of the change of business ownership and consequent transfer of the Training Contract(s) within 21 days of it occurring. Notification is made via a form, determined by the Commission.
- 9.2.4 Notice to the Commission and the NTO should include:
- a) date of the transfer of ownership of the business (note, an employer must also notify the Commission of an offer to sell the business to which the Training Plan(s) relates and in the event the business becomes insolvent or bankrupt)
 - b) name and contact details of the apprentice or trainee
 - c) name and contact details of the former owner/employer and new owner/employer
 - d) a copy of the Training Contract and Training Plan
 - e) name of the NTO
 - f) proof of registration by the new owner/employer, or that the employer has applied for registration.

9.3 Substitution of an employer under Training Contract and transfer fees (*SAS Act*, S54N, S54O, Regulation 13)

- 9.3.1 An application may be made to the Commission to substitute the employer of an apprentice or trainee and determination of the application may, unless waived or previously paid between the parties to the transfer, invoke a transfer fee payable by the proposed employer to the previous employer.

- 9.3.2 This application may be made by:
- the existing/previous employer (or person on their behalf)
 - the proposed employer (or a person on their behalf)
 - the apprentice or trainee (or a person on their behalf).
- 9.3.3 The application must contain the following information:
- contact details of the parties to the application
 - reason(s) for the substitution
 - the number of employees employed by the business to which the apprentice or trainee is being transferred
 - evidence of the transfer fee transaction or of an agreement to pay the transfer fee, if a request to waive the transfer fee is not made to the Commission
 - if the proposed employer is seeking to have the transfer fee waived (see below for grounds to waive the transfer fee) by the Commission, the ground(s) for waiving the fee
 - if the previous/existing employer objects to the transfer, reasons for the objection.
- 9.3.4 The Commission may invite the existing employer to provide a written submission about whether the application to substitute the proposed employer should be granted or not, and may make any enquiries of any of the parties about whether the transfer of the apprentice or trainee to the new employer is appropriate in the circumstances.

9.4 Application in relation to an apprentice or trainee under 18 years of age

- 9.4.1 The Commission must be satisfied, in relation to an application to substitute an employer in relation to an apprentice under 18 years of age, that the application is in the best interests of the apprentice or trainee and where the parent(s) or guardian(s) are party to the Training Contract, may enquire about the merits of the application with the parent(s) or guardian(s) of the apprentice or trainee.

9.5 Consideration of an application to substitute an employer by application

- 9.5.1 For the purposes of Section 54N(3) of the *SAS Act*, the Commission must be satisfied that:
- if the proposed employer has consented to the substitution, there is evidence in writing of such consent
 - the proposed employer is not a prohibited employer.
 - the proposed employer is:
 - registered
 - operating within scope of the registration
 - complying with conditions of the registration.

(requirement (i.) is suspended when the proposed employer has applied for registration, and the application has yet to be determined and the Commission is satisfied they are a fit and proper person to enter into a Training Contract. The Commission may inform itself of this question in any way it sees fit).
 - The proposed employer has paid, or agreed to pay, any transfer fee payable under Section 54O, or that there are grounds for a waiver.

(Note: The Commission may consider information, or a submission provided by the parties, or make any enquiries on its own initiative, on the appropriateness of the substitution. It may consider, for example, whether any coercion or inducement has been applied by any party against another party to agree to the substitution).

9.6 Existing employer may provide a submission on the application

- 9.6.1 Except where the existing employer is an applicant to substitute, the Commission should, where practicable, have regard to any submission of the existing employer in relation to the application. However, a submission by the existing employer will not be determinative of the outcome.

9.7 Notice of the Commission's decision

- 9.7.1 The Commission will notify the parties of its decision on the application and will advise whether the application is successful. If an application is successful, the Commission will advise the parties:
- the date the substitution is taken to have occurred
 - the transfer fee payable by the proposed employer to the previous employer, unless waived or reduced
 - a condition that confirmation of the substitution is subject to an application to register the proposed employer being approved, if applicable.

- 9.7.2 If the application is unsuccessful the Commission will advise the parties of this outcome and the reason(s) for the decision.

9.8 Transfer fee

- 9.8.1 The transfer fee payable upon confirmation of the substitution being approved outlined in the South Australian Skills (Fees) Notice 2021 is as follows:

Small business (20 or fewer employees)

First year of Training Contract	\$1,600
Second year of Training Contract	\$3,200
Third year of Training Contract	\$4,800
Fourth year of Training Contract	\$6,400

Medium to large business (21 or more employees)

First year of Training Contract	\$2,000
Second year of Training Contract	\$4,000
Third year of Training Contract	\$6,000
Fourth year of Training Contract	\$8,000

- 9.8.2 For the purpose of Section 54O(6) of the *SAS Act*, the size of the business is to be calculated at the date of the proposed substitution and should include permanent, temporary, casual, part-time, managerial and executive employees in addition to employees on paid leave and workers' compensation.

9.9 Transacting the transfer fee (*SAS Regulation 12(e)*)

- 9.9.1 The transfer fee is paid directly by the proposed employer to the existing employer and a record of the transaction must be retained by both the previous and proposed employer.
- 9.9.2 A proposed employer must not seek compensation for payment of a transfer fee from the apprentice or trainee under the Training Contract to which the application relates.

9.10 Disputes relating to an application to substitute an employer and payment of the transfer fee (*SAS Act, S52, S54O(3)*)

- 9.10.1 The Commission, before determining an application to substitute an employer, may direct the parties to the Training Contract to undertake dispute resolution of a specified kind. For more information, parties are referred to Standard 12, Complaint Handling, Mediation and Advocacy.
- 9.10.2 If the proposed employer defaults on payment of the transfer fee, the previous employer may commence proceedings for recovery of the transfer fee from a court of competent jurisdiction. Independent legal advice should be obtained before commencing proceedings for recovery of the transfer fee and note, in this situation, the Commission does not have a role pursuing an unpaid fee on behalf of an employer.

9.11 Waiver of the transfer fee (*SAS Regulation 13*)

- 9.11.1 The transfer fee payable by a proposed employer to the existing employer may be waived or reduced in certain prescribed circumstances where:
- the transfer is mutually agreed by the proposed employer and the existing employer
 - it is unlikely that the existing employer will be able to provide employment to the apprentice or trainee for the duration of the Training Contract
 - it is unlikely that the existing employer will be able to provide the scope of training or supervision necessary for the apprentice or trainee to complete the training required under the Training Contract
 - it is appropriate to do so in the circumstances.
- 9.11.2 If a request to waive the transfer fee is not made at the same time as the application to substitute the employer, the proposed employer may apply to the Commission for a waiver of the transfer fee within 7 days of the application to substitute the employer.
- 9.11.3 Where a request to waive the transfer fee is made, the Commission may make enquiries of the existing and/or proposed employer to determine whether, in the circumstances, it is appropriate to grant a waiver.

9.12 Review of decisions by the South Australian Civil and Administrative Tribunal (*SAS Act, S70F, Regulation 20*)

- 9.12.1 The South Australian Civil and Administrative Tribunal (SACAT) has jurisdiction to review a decision of the Commission to approve or refuse a substitution of an employer under Section 54N of the *SAS Act*.
- 9.12.2 An applicant must apply to the SACAT within 28 days of receiving notice of the relevant decision.
- 9.12.3 The SACAT may allow an extension of time to this application period if it is satisfied that:
- special circumstances exist; and
 - another party will not be unreasonably disadvantaged because of the delay in commencing proceedings.
- 9.12.4 An application to the SACAT to review a decision must be made using the online form available at www.sacat.sa.gov.au/application-form
- 9.12.5 Fees apply for commencing a review in the SACAT. The SACAT can reduce or waive a fee in a particular case, or in relation to a particular class of applicant, based on financial hardship or where it is in the interests of justice to do so. An applicant may also apply for a partial waiver of the fee if they hold a valid concession card.

STANDARD 10 TRAINING CONTRACT SUSPENSION

This Standard relates to Training Contract suspension in accordance with the *South Australian Skills Act 2008* (the *SAS Act*). The South Australian Skills Commission (the Commission) may, on an application or on its own motion, suspend a Training Contract.

Governance arrangements

Under the *SAS Act*, the Commission (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system. To this end, its powers include the authority to:

- assess and approve (or decline) applications for Training Contract suspension
- suspend a Training Contract, on its own motion.

Compliance with the Standard**10.1 Training contract suspension (*SAS Act, S51*)**

- 10.1.1 The Commission may, on an application under Section 51 of the *SAS Act*, or on its own motion, suspend a Training Contract.
- 10.1.2 An application for Training Contract suspension:
- may be made by a party to a Training Contract
 - must be made in the prescribed form, available at www.skills.sa.gov.au/business/forms.
 - must be accompanied by such information or documents as required by the Commission to consider the application.
- 10.1.3 A suspension:
- must be by notice in writing
 - may be conditional or unconditional.
- 10.1.4 Additionally, the Commission may, by notice in writing, vary or revoke a condition of a suspension.
- 10.1.5 A suspension commences on the day specified by the Commission and remains in force for the period specified in the notice, or until further notice by the Commission (as the case requires).

10.2 Training contract suspension criteria (SAS Act S51, S70G)

- 10.2.1 Parties may make an application for Training Contract suspension for consideration by the Commission. An application for Training Contract suspension that is not mutually agreed by the parties may require dispute resolution at the discretion of the Commission.
- 10.2.2 A person must not exert undue influence or pressure on, or use unfair tactics against, another person in relation to any matter relating to or arising out of, a Training Contract, including suspension.
- 10.2.3 The maximum penalty for breach of the above clause 10.2.2 in this Standard is \$10,000.
- 10.2.4 A suspension is for a period of time agreed between the parties to the Training Contract or determined by the Commission. This should not be for more than 30 days, although the Commission may apply its discretion to suspend for a longer period in appropriate circumstances.
- 10.2.5 A suspension is based upon a commitment by the parties to resume the Training Contract after the period of suspension.
- 10.2.6 During the period of suspension, the parties and the employer are required to keep in contact about resuming the Training Contract.
- 10.2.7 The period of suspension is not recognised as part of the nominal term of the Training Contract. Upon resumption of the Training Contract, the nominal term of the Training Contract will be extended to cover the period of suspension.
- 10.2.8 The Training Contract resumes at the end of the period of suspension. However, if the parties agree, and the Commission is advised in writing, the Training Contract can resume prior to the end date of the suspension. Above clause 10.1.5 indicates the Commission's role to determine a period of suspension and notify the parties as the case requires.
- 10.2.9 If a suspension commences during the probationary period of the Training Contract, the probationary period is to be extended by the amount of the probationary period lost through suspension of the Training Contract.
- 10.2.10 Where the parties agree, the apprentice or trainee may continue with their off-job training during the period of suspension. Where the parties agree, time spent at off-job training will be credited towards the Training Contract and an adjustment made to the nominal term of the contract and suspension duration. The apprentice or trainee should continue to be paid for the time they are engaged in their off-job training as per the award under the Training Contract.

10.3 Training contract suspension for business-related reasons (SAS Act S51)

- 10.3.1 An application for Training Contract suspension may be made to the Commission for business related reasons such as restructuring or re-location of the business.
- 10.3.2 Suspension must be a last resort. Evidence must be provided to the Commission that the Training Contract suspension is required due to all other options having been exhausted.
- 10.3.3 Other options that may first be considered before an application for Training Contract suspension are:
- completing outstanding off-job training or bringing forward future off-job training
 - placing the apprentice or trainee with an alternative registered employer, host employer or group training organisation
 - taking of any accrued leave, for example, annual leave, rostered days off
 - rotating the apprentice or trainee with another apprentice or trainee who is due to attend off-job training or due to take leave, where both are employed by the same group training organisation or employer
 - negotiating a reduction in hours if possible, under the industrial award/agreement and varying the Training Contract accordingly.
- 10.3.4 After 30 days, the Commission may review and extend a suspension upon consideration of the circumstances, including ongoing action taken to exhaust other options by the parties during the period of suspension.
- 10.3.5 Other options as stated in the above clause 10.3.3 of this Standard must continue to be considered during the suspension period before any further application for suspension are applied for.

10.4 Training contract suspension for non-business-related reasons (SAS Act S51)

- 10.4.1 The Commission may consider an application for Training Contract suspension for non-business-related reasons where the application is mutually agreed and meets the criteria in this Standard.
- 10.4.2 Any accrued leave, including sick leave where appropriate, should be taken prior to seeking a non-business-related suspension.
- 10.4.3 Non-business-related suspension reasons include:
- pregnancy
 - maternity/paternity leave
 - a non-work-related injury or illness affecting the apprentice or trainee's ability to undertake work and training (where sick leave has been exhausted)
 - higher level work or duties with the employer
 - personal reasons or commitments.
- 10.4.4 In relation to the above clause 10.2.4 the maximum suspension for non-business related reasons is 30 days. The Commission may exercise its discretion to consider longer term suspensions, for example, for reasons of pregnancy, illness, natural disaster or pandemic.

10.5 Dispute resolution in relation to a Training Contract suspension (SAS Act, S52)

- 10.5.1 If either party to the Training Contract does not agree to the suspension, the party may dispute the suspension in writing to the Commission.
- 10.5.2 The Commission may, before determining an application for suspension of a Training Contract, require the parties to the Training Contract to undertake dispute resolution of a specified kind.
- 10.5.3 Refer to Standard 12, Complaints Handling, Mediation and Advocacy for detailed information regarding dispute resolution.

10.6 Employer may suspend apprentice or trainee for wilful and serious misconduct (*SAS Act*, S64)

- 10.6.1 If an employer has reasonable grounds to believe that an apprentice or trainee employed by the employer is guilty of wilful and serious misconduct, the employer may (without first obtaining the approval of the Commission) suspend the apprentice's or trainee's employment.
- 10.6.2 If an employer suspends an apprentice's or trainee's employment under the above clause 10.6.1, the employer must, in accordance with any requirement set out in the Standards, as soon as reasonably practicable:
- refer the matter to the Commission for mediation
 - notify the South Australian Employment Tribunal (SAET) that the matter has been so referred
 - notify the apprentice or trainee that the matter has been so referred
 - comply with any other reasonable requirement of the Commission in relation to the mediation.
- 10.6.3 The maximum penalty for a breach of this requirement is \$5,000 and the expiation fee is \$315.
- 10.6.4 If a matter is not resolved by mediation, the employer must, as soon as reasonably practicable after the conclusion of the mediation (but in any event, within 3 days) refer to the matter to the SAET for consideration.
- 10.6.5 The maximum penalty for a breach of this requirement is \$5,000 and the expiation fee is \$315.
- 10.6.6 The above clause 10.6.1 applies, except where:
- the employer and the trainee or apprentice agree to a longer suspension (whether during mediation or otherwise)
 - the Commission extends the suspension for a specified period (not being more than 3 days after the conclusion of the mediation)
 - the SAET confirms or extends the suspension under Section 65 of the *SAS Act*.
- 10.6.7 A suspension under Section 64 of the *SAS Act* and the above clause 10.6.1 in this Standard will cease after 7 working days, unless cancelled sooner.

10.7 South Australian Employment Tribunal may suspend employment of apprentice or trainee (*SAS Act*, S65)

- 10.7.1 If a dispute arises between parties to a Training Contract or a party to a Training Contract is aggrieved by the conduct of another party, a party to the contract may apply to the SAET for consideration of the matter.
- 10.7.2 The SAET may, if it thinks fit, suspend the employment of an apprentice or trainee commencing on a date specified in the order.
- 10.7.3 The SAET may confirm, extend (for a period not exceeding four weeks), or revoke a suspension imposed by an employer under Section 64 of the *Act* and in the event of revocation:
- order the employer to pay any remuneration, or compensation for any non-monetary benefit, to which the apprentice or trainee would, but for the suspension, have been entitled
 - order the employer to treat the period of suspension as service for specified purposes.

10.8 Offence to suspend Training Contract (*SAS Act*, S51C)

- 10.8.1 A person who, without being authorised to do so under the *SAS Act*, suspends or purports to suspend a Training Contract, is guilty of an offence.
- 10.8.2 The maximum penalty for a breach of this requirement is \$5,000 and the expiation fee is \$315.

10.9 False or misleading information (*SAS Act*, S75)

- 10.9.1 A person must not make a statement that is false or misleading in a material particular (whether by reason of the inclusion or omission of any particular) in any information provided under the *Act*.
- 10.9.2 The maximum penalty for a breach of this requirement is \$10,000.

STANDARD 11 TRAINING CONTRACT COMPLETION

This Standard relates to the completion of Training Contracts in accordance with the *South Australian Skills Act 2008* (the *SAS Act*). It is the responsibility of each party to a Training Contract to take appropriate action to support completion of the apprenticeship or traineeship.

Governance arrangements

Under the *SAS Act*, the South Australian Skills Commission (the Commission (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system. To this end, its powers include the authority to assess, approve or decline applications for Training Contract completion.

Compliance with the Standard**11.1 Means to complete Training Contracts (*SAS Act*, S49)**

- 11.1.1 A Training Contract may be considered complete when:
- there is agreement from the employer and the apprentice or trainee that the apprentice or trainee has achieved competency in the workplace
 - a Nominated Training Organisation (NTO) has certified that the qualification specified in the Training Contract has been completed by the apprentice or trainee.
- 11.1.2 A party to a Training Contract must notify the Commission, before the nominal completion date for the contract is reached, if the contract will not be completed by that date.
- 11.1.3 An application to extend the term of a Training Contract must be made prior to the expiry of the training contract, using the prescribed form available at www.skills.sa.gov.au/business/forms.
- 11.1.4 The Commission may consider whether a Training Contract is completed in the following circumstances:
- a party to a Training Contract may apply to the Commission to complete a traineeship or apprenticeship
 - the Commission may certify on its own motion that the apprentice or trainee is to be considered to have completed the training required under the contract, without an application from one or both of the parties.

- 11.1.5 Applications under above clause 11.1.4 a) must:
- a) be made in the prescribed form, available at www.skills.sa.gov.au/business/forms.
 - b) be accompanied by such information or documents as required by the Commission to consider the application, including evidence of successful completion of the qualification specified in the Training Contract.
- 11.1.6 Where the contractual parties are in dispute, and the employer or apprentice or trainee does not accept the apprentice or trainee is competent, or the employer cannot be found, the Commission may obtain independent industry advice in regard to the competency of the apprentice or trainee.
- 11.1.7 The Commission will notify the parties to a Training Contract of the result of the application, and if successful certify that the apprentice or trainee is to be taken to have completed the training required under the contract.
- 11.1.8 If the Commission certifies that the (current or former) apprentice or trainee has completed the training required under the contract, the Commission may:
- a) if the contract is still in operation, finalise the contract and relieve the parties of their obligations under the contract; and
 - b) certify that the apprentice or trainee has completed the training required under the contract for the relevant trade or declared vocation.
- 11.2 Dispute resolution (*SAS Act*, S65)**
- 11.2.1 Where the contractual parties are in dispute about whether:
- a) the apprentice or trainee has achieved competency in the workplace
 - b) there is evidence that the apprentice or trainee has successfully completed the qualification specified in the Training Contract
- a party to the Training Contract may apply to the South Australian Employment Tribunal (SAET) for consideration of the matter.
- 11.2.2 As per Section 65(2)(a) of the *SAS Act*, the SAET may make recommendations to the Commission about the assessment of the skills of an apprentice or trainee and, if appropriate, the granting of an appropriate qualification under the Australian Qualifications Framework (AQF).
- 11.2.3 Applications to the SAET under the *SAS Act* must be during the term of the relevant Training Contract or within 6 months after the expiry, termination, or cancellation of the relevant Training Contract. The SAET may extend the time within which any such application may be made.
- 11.2.4 Under Section 66 of the *SAS Act* and as described in Section 43 of the *SAET Act 2014*, parties are required to attend a compulsory conciliation conference, if directed to do so. This applies to both the employer and the apprentice or trainee.
- 11.2.5 If a conflict occurs between a determination of the Commission about the completion of a Training Contract and a determination of the SAET, the determination of the SAET prevails.
- 11.2.6 The SAET has powers to exercise an order under the *SAS Act*. Parties must not contravene an order of the SAET, with the maximum penalty for non-compliance being \$5,000.
- 11.3 False or misleading information (*SAS Act*, S75)**
- 11.3.1 A person must not make a statement that is false or misleading in a material particular (whether by reason of the inclusion or omission of any particular) in any information provided under the *SAS Act*.
- 11.3.2 The maximum penalty for a breach of this requirement is \$10,000.

STANDARD 12 COMPLAINT HANDLING, MEDIATION AND ADVOCACY

This Standard details a range of complaint handling, mediation, and advocacy services in accordance with the *South Australian Skills Act 2008* (the *SAS Act*) and the South Australian Skills Commission (the Commission). The services are provided free of charge and are confidential and impartial.

The services of complaint handling, mediation and advocacy may relate to the resolution of disputes in respect of apprenticeships and traineeships, vocational education and training, higher education, and international education.

Stakeholders to whom this Standard applies include apprentices, trainees, employers, students, international students and training and education providers. Stakeholders may also include a parent or guardian, where applicable.

Governance arrangements

To ensure any potential conflict of interest is managed, the Commission has delegated regulatory decision-making functions to the Department for Innovation and Skills (DIS). The Standard on Complaint Handling, Mediation and Advocacy is governed by the Commission, and not DIS. Complaints raised with DIS or other agencies will be referred to the Commission where appropriate.

Compliance with the Standard

12.1 Scope of functions (*SAS Act*, S19, S52)

- 12.1.1 The functions of the Commission under the *SAS Act* are to undertake complaint handling and provide, where appropriate, mediation and advocacy services in disputes relating to apprenticeships and traineeships, vocational education and training, higher education or international education, and to otherwise assist in the resolution of such disputes including by providing advocacy services for parties in proceedings before the South Australian Employment Tribunal (SAET).
- 12.1.2 The following party/parties may raise a complaint or dispute with the Commission:
- a) apprentices/trainees
 - b) parents/guardians of apprentices and trainees
 - c) employers
 - d) Nominated Training Organisations (NTOs)
 - e) students
 - f) international students
 - g) the delegated regulator of the apprenticeship and traineeship system, where issues are identified through the course of regulating the system (including under Section 52).

12.2 Expectations of the parties

12.2.1 All parties accessing services of the Commission through complaint handling, mediation, advocacy, or dispute resolution are expected to:

- a) attempt to resolve the matter with the other party verbally or in writing
- b) provide full contact details including physical address, mobile number and email
- c) provide copies of relevant correspondence, documentation, and evidence to the Commission
- d) maintain appropriate contact with the Commission
- e) maintain confidentiality
- f) not disseminate information or advice provided by the Commission
- g) not misuse confidential information
- h) make and attend appointments, as required
- i) follow all reasonable instructions
- j) comply with any other reasonable requirement of the Commission in relation to the dispute resolution.

12.2.2 Parties may raise complaints confidentially, however, the Commission will be limited in what action it can take in these circumstances.

12.3 Complaint handling

12.3.1 The Commission will provide an independent complaint handling service and investigate complaints relating to the provision of apprenticeships and traineeships, vocational education and training, higher education or international education.

12.3.2 The independent complaint handling process may include:

- a) the investigation of a complaint
- b) the negotiation and mediation of matters arising out of a complaint
- c) making recommendations in relation to complaints
- d) notifying the parties of the outcome of the complaint within a reasonable timeframe.

12.4 Advocacy

12.4.1 The Commission may speak for and negotiate on behalf of:

- a) education and training providers and clients of education and training providers, in the resolution of any matters arising out of the delivery of education and training
- b) an employer, an apprentice/ trainee and/or an NTO in the resolution of any matters arising in relation to a Training Contract with the other party/parties to the Training Contract
- c) an employer or an apprentice/ trainee in the resolution of any matters arising in relation to a Training Contract, including by providing advocacy services for parties in proceedings before the SAET.

12.5 Mediation (*SAS Act*, S54N, S54O, s64, *Regulation 13*)

12.5.1 The Commission may provide mediation between parties to a Training Contract or between previous and proposed employers, in the case of transfer. Mediation aims to resolve disputes in a timely manner and the parties are encouraged to act in good faith during discussions or negotiations to reach an outcome that is satisfactory for all parties.

12.5.2 The Commission may provide mediation services in the following instances:

- a) arising from a complaint as outlined above
- b) referral of a matter by an employer where an apprentice or trainee has been suspended for serious misconduct
- c) where there is disagreement between the parties in relation to the transfer fee under Section 54O of the *SAS Act* and *Regulation 12*
- d) any other instances where the Commission sees fit.

12.5.3 An explicit settlement agreement made between the parties as a result of a mediation (facilitated by the Commission) is legally enforceable.

12.5.4 If a matter related to wilful and serious misconduct is unable to be resolved by mediation, the employer must as soon as is reasonably practicable after the conclusion of the mediation (but in any event within 3 days), refer the matter to the SAET for consideration.

12.6 Dispute resolution (*SAS Act*, S52)

12.6.1 Parties who wish to vary a Training Contract must mutually agree to do so via application to the Commission. An exception to this is a withdrawal from a Training Contract during a probationary period, where mutual agreement is not required and either party can apply individually to the Commission.

12.6.2 Under the *SAS Act*, the Commission may, before determining an application for termination, suspension, or substitution of an employer in relation to a Training Contract, require the parties to the Training Contract to undertake dispute resolution of a specified kind.

12.6.3 For the purposes of Section 52 of the *SAS Act*, dispute resolution may be undertaken by the Commission in accordance with the approach to mediation outlined in clause 12.5. In addition, or as an alternative, the Commission may use direct negotiation when attempting to resolve disputes. Each dispute will be individually assessed.

12.7 Suspension for wilful and serious misconduct (*SAS Act*, S64, s65)

12.7.1 An employer may suspend an apprentice or trainee for serious misconduct if the employer has reasonable grounds to believe that an apprentice or trainee employed by the employer is guilty of wilful and serious misconduct.

12.7.2 The employer may, without first obtaining the approval of the Commission, suspend the apprentice or trainee from employment under the *SAS Act*.

- 12.7.3 A suspension under this Section will cease after 7 working days, unless cancelled sooner, except where:
- the employer and the trainee or apprentice agree to a longer suspension (whether in the course of mediation or otherwise)
 - the Commission extends the suspension for a specified period (not being more than 3 business days after the conclusion of the mediation)
 - the South Australian Employment Tribunal (SAET) confirms or extends the suspension under Section 65.
- 12.7.4 A referral to the SAET under this Section will be dealt with under Part 3 Division 1 of the [South Australian Employment Tribunal Act 2014](#).
- 12.7.5 If an employer suspends an apprentice or trainee from employment for wilful and serious misconduct, in accordance with the requirements set out in this Standard, the employer must, as soon as reasonably practicable:
- refer the matter to the Commission for mediation
 - notify the SAET that the matter has been so referred
 - notify the apprentice or trainee that the matter has been so referred
 - comply with any reasonable requirements of the Commission in relation to the mediation.
- 12.7.6 If a matter is unable to be resolved by mediation the employer must, as soon as is reasonably practicable after the conclusion of the mediation (but in any event within 3 business days), refer the matter to the SAET for consideration.
- 12.7.7 Where directed, the employer and apprentice or trainee must undertake dispute resolution of a specified kind determined by the Commission.
- 12.7.8 The employer and/or apprentice or trainee must not contravene an order of the SAET.
- 12.8 Services for parties in proceedings before the South Australian Employment Tribunal**
- 12.8.1 The South Australian Employment Tribunal (SAET) considers disputes between employers and apprentices and trainees related to their Training Contracts or working conditions. Either party to a Training Contract can make an application to SAET for consideration if there is a dispute between the parties, or one of the parties has a grievance.
- 12.8.2 The SAET deals with:
- disputes between parties to a Training Contract
 - a grievance by one party to the Training Contract about the conduct of the other party
 - suspension of an apprentice or trainee on reasonable grounds of serious and wilful misconduct.
- 12.8.3 Applications to the SAET under the *SAS Act* must be during the term of the relevant Training Contract or within 6 months after the expiry, termination, or cancellation of the relevant Training Contract, the SAET may extend the time within which any such application may be made.
- 12.8.4 Under Section 66 of the *SAS Act* and as described in Section 43 of the *South Australian Employment Tribunal Act 2014*, parties are required to attend a Compulsory Conciliation Conference. This applies to both employer and apprentice or trainee.
- 12.8.5 Under Section 65 of the *SAS Act*, the SAET has powers to make orders binding on parties to Training Contracts; and the Commission, without further inquiry, may accept and act on any recommendation of the SAET.
- 12.8.6 Parties must not contravene an order of the SAET. A maximum penalty for a breach of this requirement is \$5,000.

STANDARD 13 RECOGNITION OF OTHER QUALIFICATIONS AND EXPERIENCE IN TRADES AND DECLARED VOCATIONS

This Standard relates to the assessment and certification of a person's qualifications and/or experience in relation to a particular trade or declared vocation, where the person has:

- Not completed an apprenticeship or traineeship but developed the skills and knowledge for a trade or declared vocation through employment and training in a trade or declared vocation-related occupation or an occupation listed on the Traineeship and Apprenticeship Pathways (TAP) Schedule that allowed the person to develop trade or declared vocation-related skills
- Gained a trade or declared vocation-related qualification overseas.

This Standard is in accordance with the requirements contained in the *South Australian Skills Act 2008* (the *Act*).

Recognition arrangements outlined in this Standard are not provided for the purposes of migration. Individuals requiring skills assessment for the purpose of applying for an Australian visa should seek information from the Australian Government Department of Home Affairs.

The Commission provides certification arrangements for trades and declared vocations that acknowledge employment-based skills outcomes, and also provide recognition for:

- obtaining non-conditional occupational licenses (if a license is required for the purpose of employment in South Australia)
- accessing trade or declared vocation-level remuneration under awards or other industrial agreements
- further career progression and up-skilling
- recognising overseas-qualified applicants.

The Commission does not award qualifications under the Australian Qualifications Framework (AQF), or occupational licenses. Individuals are responsible for acquiring these if required.

Governance arrangements

Under Section 70A of the *Act*, a person may apply to the Commission for recognition of the person's qualifications or experience in relation to a particular trade or declared vocation (not being qualifications obtained under a Training Contract).

Under Section 70B of the *Act*, the Commission, if it is satisfied that an applicant for recognition of qualifications or experience in a particular trade or declared vocation has acquired the competencies of the trade or declared vocation, may:

- Determine that the applicant is adequately trained to pursue that vocation; and
- Certify to that effect.

Where the Commission determines that an individual competency assessment is required, the Commission will utilise specific assessment panels to undertake the competency assessment of applications, and may engage with those same panels (or other appropriately skilled or experienced persons or bodies) to provide any other advice to the Commission in relation to applications for the recognition of qualifications or experience.

In the first instance, this Standard will be limited to the recognition of qualifications or experience in the trades of baker, cook, and hairdresser. This Standard will be updated to allow for the introduction of assessment arrangements for other trades and declared vocations.

Compliance with the Standard

13.1 Criteria for certification

13.1.1 The assessment arrangements for an application for a Certificate of Recognition must have regard to:

- a) the need to maintain a satisfactory level of equivalence to the standards and outcomes of the relevant nationally endorsed qualification
- b) the breadth, depth and currency of employment experience required for trade or declared vocation recognition.

13.1.2 In the case of an overseas qualification, the assessment arrangements must establish a satisfactory level of equivalence between the overseas qualification and requirements for trade or declared vocation recognition in Australia. The assessment may lead to a recommendation that an overseas qualification is equivalent, contingent upon the satisfactory attainment of specified units of competence from an AQF qualification.

13.2 Application process

13.2.1 A person may apply to the Commission for recognition of their qualifications (not being obtained under a Training Contract) and/or experience in relation to a particular trade or declared vocation.

13.2.2 An individual may have acquired the skills and knowledge for a particular trade or declared vocation through any combination of:

- a) employment
- b) training in a qualification aligned to a particular trade or declared vocation in South Australia, or
- c) other training that allowed the person to develop skills related to the trade or declared vocation in question.

13.2.3 An application must be made using the application form and must be accompanied by:

- a) such supporting information and documents as are stipulated in the application form
- b) the prescribed fee.

13.3 Assessment of applications (*SAS Act, S70A*)

13.3.1 To determine whether the applicant has acquired the competencies of the relevant trade or declared vocation, the Commission may require the applicant to:

- a) Undertake an examination or test; or
- b) Undergo an independent competency assessment of a kind specified by the Commission.

13.3.2 The Commission may, in determining the application, seek advice from any person or body who, in the Commission's opinion, has special knowledge of, and experience in, the relevant trade or declared vocation.

13.3.3 In determining whether a person has acquired the competencies of the trade or declared vocation the Commission must have regard to:

- a) The length of time the applicant has been working in the relevant trade or declared vocation
- b) The nature and duration of any instruction or training received by the applicant in the relevant trade or declared vocation
- c) The nature of any qualifications held by the applicant in relation to the relevant trade or declared vocation
- d) Any advice received from a person or body under section 13.3.2 of this Standard.

13.3.4 If the Commission, or delegate, determines that the applicant requires further training to acquire the competencies of the relevant trade or declared vocation, it may refuse to make a determination until it is satisfied that the applicant has satisfactorily completed such training.

13.3.5 Any training undertaken to acquire the competencies of the relevant trade or declared vocation will be at the individual's expense.

13.4 Issuance of a Certificate of Recognition (*SAS Act, S70B*)

13.4.1 The Commission will determine whether it is satisfied the applicant has acquired the competencies of the relevant trade or declared vocation and, if satisfied, certify to that effect.

13.4.2 The certification issued by the Commission (or appropriate delegate) will take the form of a Certificate of Recognition.

13.5 Prescribed fees (*SAS Act, S70A, South Australian Skills (Fees) Notice 2021, Schedule 1, cl. 1*)

13.5.1 Prescribed fees are published in the South Australian Skills (Fees) Notice 2021.

13.5.2 The mechanism for paying the prescribed fee is contained in the application form.

13.5.3 The prescribed fees payable for recognition of qualifications and/or experience in relation to a particular trade or declared vocation are:

- a) \$500 for a first or initial assessment
- b) \$1,000 for a competency assessment or examination or test
- c) \$200 for a second or subsequent assessment.

13.5.4 Under the *South Australian Skills Regulations 2021* (the *Regulations*), the Commission has the ability to:

- a) waive the prescribed fee in full, or
- b) charge 80 per cent of the fees specified in Clause 13.5.3 (in effect, a 20 per cent reduction in the fees).

13.6 Review of decisions by the South Australian Civil and Administrative Tribunal (*SAS Act*, S70F)

- 13.6.1 The South Australian Civil and Administrative Tribunal (SACAT) has jurisdiction to review a decision of the Commission to refuse an application for recognition of a person's qualifications or experience under Section 70B of the *Act*.
- 13.6.2 An applicant must apply to the SACAT within 28 days of receiving notice of the relevant decision.
- 13.6.3 The SACAT may allow an extension of time to this application period if it is satisfied that:
- a) special circumstances exist
 - b) another party will not be unreasonably disadvantaged because of the delay in commencing proceedings.
- 13.6.4 An application to the SACAT to review a decision must be made using the online form available at www.sacat.sa.gov.au/application-form
- 13.6.5 Fees apply for commencing a review in the SACAT. The SACAT can reduce or waive a fee in a particular case, or in relation to a particular class of applicant, based on financial hardship or where it is in the interests of justice to do so. An applicant may also apply for a partial waiver of the fee if they hold a valid concession card.

STANDARD 14 RECORD KEEPING

This Standard relates to the records that employers and Nominated Training Organisations (NTOs) must keep in accordance with the *South Australian Skills Act 2008 (SAS Act)*.

The primary purpose of the Training Contract system is to ensure the provision of quality training for apprentices and trainees while they undertake employment relevant to the trade or vocation.

Record keeping requirements assist with this process by ensuring that a comprehensive record is available for regulatory purposes.

To avoid duplication, where records are required to be kept for other reasons (for example, to meet workplace health and safety obligations under the *Workplace Health and Safety Act 2012*), these records can be utilised for the purposes of meeting this Standard.

Governance arrangements

Under the *SAS Act*, the Commission (or its delegate) is responsible for the regulation of the apprenticeship and traineeship system.

Compliance with the Standard**14.1 General record keeping requirements (*SAS Act*, S54L, S54U, Regulations 12 and 16)**

- 14.1.1 An employer in relation to a Training Contract and an NTO under a Training Contract must keep such records as required by the *South Australian Skills Regulations 2021 (the Regulations)*. NTOs that were, but are no longer, the NTO under a Training Contract are also bound by the requirements contained in this Standard.
- 14.1.2 To avoid doubt, all record keeping requirements contained in the *Regulations* are consistent with this Standard.
- 14.1.3 An employer and an NTO must retain their records for at least 7 years after the completion, expiry, or termination (as the case requires) of the Training Contract to which the record relates.
- 14.1.4 Where an NTO has entered into a Funded Activity Agreement (FAA) with the Department for Innovation and Skills (DIS), any additional record keeping requirements contained in the FAA remain in force.
- 14.1.5 The maximum penalty for refusing or failing to comply with the record keeping requirements is \$5,000, with an expiation fee of \$315.

14.2 Employer-related record keeping requirements (*SAS Act*, S46, S54F, S54K, S54O, Regulation 12)

- 14.2.1 An employer must keep a copy of the Employer Registration Declaration, and evidence to support the declarations made as part of the employer registration process (for example, evidence of suitable equipment and safe methods to be used in training, evidence of supervisor suitability, and evidence of the employer's ability to deliver adequate scope of work to allow the apprentice or trainee to develop the skills and competencies required by the trade or vocation).
- 14.2.2 An employer, in relation to their registration, must keep records, including all correspondence to and from the Commission, regarding:
- a) the scope of the employer's registration
 - b) any conditions placed on the employer's registration by the Commission
 - c) any variation, suspension, or cancellation of the employer's registration
 - d) the prohibition, or revocation of the prohibition, of the employer's registration
 - e) the substitution of an employer following the variation, suspension, or cancellation of registration
 - f) the renewal of the employer's registration
 - g) any other notifications or correspondence to and from the Commission regarding the employer's registration.
- 14.2.3 An employer in relation to a Training Contract is required to keep the following records:
- (a) the Training Contract and Training Plan
 - (b) a letter of appointment (where required under the relevant industrial arrangement)
 - (c) induction records (for example, documented safe working practices and expectations of behaviour in the workplace which have been communicated to the apprentice or trainee)
 - (d) on-job training and competency assessments
 - (e) records that identify the type of work performed by the apprentice or trainee. Examples include certificates of compliance in relation to work performed by apprentices under supervision (in electrical, plumbing, gas fitting or any other trade where a certificate of compliance is required to be issued for work done), e-profiling records, job log books, or job journals
 - (f) attendance and time records for each apprentice or trainee for each day while at work or training (both on-job and off-job training), including start and finish work/training times, meal or other break times, and the location of any training (whether at the workplace or another specified location)
 - (g) disciplinary records

- (h) where the employer and apprentice or trainee have agreed to average the hours of employment and training, or change a part-time working arrangement to full-time, or vice-versa, records of the agreements, which specify the pattern of employment and training, and are signed and dated by both parties
- (i) costs incurred by the employer and the apprentice or trainee for training identified in, or associated with, their Training Contract
- (j) records relating to the pay for apprentices and trainees as outlined in *Fair Work Act 2009* (Cth) or the *Fair Work Act 1994* (SA), whichever applied to the apprentice or trainee employed. The records should include:
 - i. the rate of remuneration paid to the apprentice or trainee
 - ii. the gross and net amounts paid to the apprentice or trainee
 - iii. any deductions made from the gross amount paid to the apprentice or trainee
 - iv. any incentive-based payment, bonus, loading, penalty rate, monetary allowance or separately identifiable entitlement paid to the apprentice or trainee.
- (k) records of each payment of a transfer fee under Section 54O of the *SAS Act*
- (l) leave records for the apprentice or trainee, including leave taken and the balance of any outstanding leave (if any). This includes annual leave, personal/carer's and compassionate leave, parental leave, and community service leave
- (m) supervision-related records (for more detail see Standard 5, Supervision) including:
 - i. a record of the type of supervision the apprentice or trainee is under at any given time in their apprenticeship or traineeship
 - ii. records showing how the employer determined the appropriate supervision type
 - iii. any requests to, and correspondence from, the Commission to operate outside the specified supervision ratio or to provide remote supervision for the apprentice or trainee
 - iv. qualifications and/or evidence of relevant experience and skills in relation to the person(s) who supervise, or who are to supervise, the apprentice or trainee
 - v. a time record for the person(s) responsible for supervising each apprentice or trainee for each day while at work, while supervising the apprentice or trainee.
- (n) where host employment arrangements are utilised, host employment arrangement-related records (for more detail refer to Standard 4, Host Employment Arrangements)
- (o) appropriate business licenses and/or worker registrations, such as a building work contractor's licence, a plumbing contractor's licence, or an electrical worker's registration
- (p) records that confirm compliance with orders of the South Australian Employment Tribunal, where orders have been made
- (q) copies of any notifications the employer submits to the Commission in relation to Section 54K of the *SAS Act*, and any correspondence received from the Commission in return. Under Section 54K, an employer in relation to a Training Contract must notify the Commission if any of the following occurs:
 - i. there is a material change in any information provided to the Commission in relation to the employer's application for registration
 - ii. the employer sells, or offers for sale, the business to which the employer's registration relates
 - iii. the employer, or the business to which the employer's registration relates, becomes insolvent or bankrupt
 - iv. the employer is convicted of an indictable offence or a summary offence for which a term of imprisonment may be imposed
 - v. the failure of an apprentice or trainee in relation to a Training Contract to:
 - comply with the Standards
 - comply with any other obligation specified in the Training Contract or Training Plan that is applicable to the apprentice or trainee
 - as far as is reasonably practicable, participate in the development of their Training Plan, and contribute to the attainment of their development goals under the Training Contract and Training Plan.

14.3 Nominated Training Organisation-related record keeping requirements (*SAS Act*, S54U, Regulation 16)

14.3.1 An NTO under a Training Contract is required to keep the following records:

- (a) records of the NTO's acceptance of its nomination for each Training Contract for which they are the NTO
- (b) for NTOs utilising third party arrangements, records of these arrangements
- (c) records of discussions with the employer and the apprentice or trainee regarding the development of the Training Plan for a Training Contract, including any discussions on:
 - i. how, when and where the training will be delivered
 - ii. the units of competence or units of study that will be delivered
 - iii. who will assess the apprentice or trainee
 - iv. the types of assessments that will be conducted.
- (d) all iterations of a Training Plan for any apprentice and trainee for whom they are the NTO
- (e) the names and contact details of all apprentices, trainees, and employers under each Training Contract for which they are the NTO
- (f) records of meetings with apprentices, trainees, and employers under each Training Contract for which they are the NTO, and records of outcomes of those meetings, including:
 - i. records of any reviews of the Training Plan, including details of the revisions made as a result of the review
 - ii. the progress or lack of progress in training by an apprentice or trainee
 - iii. any agreed remedial action to address lack of progress in training by an apprentice or trainee

- iv. supports provided by an employer to assist the apprentice or trainee to meet their training goals as set out in the Training Plan.
- (g) copies of any notifications the NTO submits to the Commission in relation to Section 54S of the *SAS Act*, and any correspondence received from the Commission in return. Under Section 54S, an NTO under a Training Contract must notify the Commission if any of the following occurs:
 - i. the NTO becomes aware that an apprentice or trainee under a Training Plan is not meeting the goals (however described) set out in the Training Plan
 - ii. the NTO becomes aware that an employer is not meeting its obligations under the Training Contract or Training Plan
 - iii. the NTO becomes aware that it may not be able to comply with any obligations applicable to the NTO under the Training Plan for an apprentice or trainee
 - iv. the NTO ceases to be the NTO under the Training Contract
 - v. if ASQA or TEQSA has made a decision in relation to the NTO:
 - suspending or cancelling their registration or recognition
 - cancelling a qualification or statement of attainment
 - rejecting an application for renewal of a registration or recognition.
 - vi. if, in relation to a qualification under a Training Contract in respect of which the NTO, ASQA or TEQSA has made a decision:
 - amending the NTO's scope of training
 - imposing a condition of the NTO's registration or recognition
 - allowing the NTO to enter into an enforceable undertaking.
- (h) records of the qualifications or statements of attainment issued for each Training Contract for which they are the NTO.

DEFINITIONS AND TERMINOLOGY

Advocacy

Speaking for and negotiating on behalf of education and training providers and students (and prospective students) of education and training providers in the resolution of any matters arising out of the delivery of education and training. Speaking for, and negotiating on behalf of, an employer or an apprentice or trainee in the resolution of any matters arising as defined by the *South Australian Skills Act 2008 (SAS Act)*.

Applicant (Trade or Vocation Declaration process)

The sponsor or initiator of an application for the declaration of a trade or declared vocation.

Apprentice

A person who has entered into a legally binding arrangement to work and undertake training in a trade (a Training Contract) that has been approved by the Commission. Note that apprentice plumbers, gasfitters and electricians are required to have an in-training licence with Consumer and Business Services.

Apprenticeship

Training provided under a declared trade that meets the standard conditions for that trade as specified in the declaration, and as published by notice in the *Gazette*. An apprenticeship is undertaken through a Training Contract, which is underpinned by bona fide industrial arrangements.

Apprenticeship Network Provider (ANP)

An organisation contracted by the Australian Government to deliver essential administrative support, payment processing, and other services to the parties to a Training Contract.

Australian Apprenticeship Support Network (AASN)

The AASN delivers support services to the parties to the Training Contract. This may include lodgement of Training Contract applications with the Commission.

Australian Apprenticeships Training Information Services (AATIS)

AATIS provides information for people considering training options, employers looking at recruitment and those providing support and advice.

Declared vocation

An occupation declared under Section 6 of the *SAS Act* to be a declared vocation for the purposes of the *SAS Act*.

Delegate

Under Section 8 of the *SAS Act*, the Minister may delegate a function or power of the Minister under the *SAS Act* to the:

- (a) Commission or any other particular person or body
- (b) person for the time being occupying a particular office or position.

Under Section 20 of the *SAS Act*, the Commission may, with the approval of the Minister, delegate any of its functions or powers under the *SAS Act* to a specified person or body.

A function or power delegated under Section 8 or Section 20 may, if the instrument of delegation so provides, be further delegated.

Direct supervision

Direct supervision means that a person qualified or experienced in the trade or declared vocation is physically present in the workplace and within eyesight and earshot of the apprentice or trainee, working with them to provide training and instruction on any given task, and available to respond to their needs in accordance with the supervision ratios. Direct supervision cannot be provided by electronic means, including but not limited to, telephones, radios and webcams.

Dispute

An argument or disagreement between people or groups relating to apprenticeships and traineeships, vocational education and training and international education.

Education and training provider

An education and training services provider that is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) to deliver to overseas students, or an organization that is registered on CRICOS and delivers English Language Intensive Courses for Overseas Students (ELICOS), or a higher education provider, or a school.

Employer

The employer, usually an individual person, sole trader, a company, incorporated association, group training organisation or government agency, is the legal entity that has entered into a legally binding Training Contract that has been approved by the Commission.

Funded Activity Agreement (FAA)

An agreement between a training provider and the South Australian Government wherein the training provider is subsidised to deliver training.

Former owner

In relation to a change of owner of a business under Section 54M of the *SAS Act*, the person who owned the business before the change of ownership occurs.

Host employment arrangement

An arrangement under a written agreement in which the employer of an apprentice or trainee places the apprentice or trainee with another person or body for particular training required under a Training Contract or the Training Plan.

Host employer

An organisation that hosts, under a written agreement, an apprentice or trainee employed at that time by an employer.

Indirect supervision

Indirect supervision occurs where an apprentice or trainee is undertaking a task that may reasonably be undertaken independently or for which the apprentice or trainee has demonstrated a level of competence. The supervisor/on-job trainer will be readily available in the work area for the majority of the time and/or be readily available to communicate directly or by electronic means (i.e. telephone, radio, webcam) with the apprentice or trainee when required.

International student

Classified as a person holding a visa type (categorised by the Department of Home Affairs (DHA)) that is recognised by the *Education Services for Overseas Students (ESOS) Act 2000 (Cth)*.

Junior

An apprentice or trainee under the age of 18.

Jurisdictions

The states and territories of Australia that make up the regional governments in Australia, distinct from the federal government and local governments.

Mediation

A structured negotiation process in which an independent person, known as a mediator, assists the parties to identify and assess options and negotiate an agreement to resolve their dispute.

New owner

In relation to a change of ownership of a business under Section 54MA of the *SAS Act*, the person who owns the business after the change of ownership occurs.

Nominated Training Organisation (NTO)

Is a registered training organisation or registered higher education provider that accepts a nomination by an apprentice or trainee and an employer in relation to a Training Contract, to:

- deliver training to the apprentice or trainee in accordance with the Training Plan
- meet such other obligations as are required of it under the *SAS Act*.

Off-Job training

Off-job training is the education and training in a nationally recognised qualification, delivered in a course provided by a Registered Training Organisation.

How and where off-job training is delivered is negotiated between the employer, the apprentice or trainee, and the Registered Training Organisation. Off-job training may be delivered in a variety of places and modes, including but not limited to:

- Face-to-face in the Registered Training Organisation's premises
- Face-to-face in the employer's workplace
- Online.

No matter how and where it happens, employers must make sure that apprentices or trainees are withdrawn or released from their work duties to undertake off-job training.

On-Job training

On-job training is the instruction, training and transfer of skills and knowledge to a person learning a trade/declared vocation in a workplace. On-job training must meet the requirements set out in these Standards.

Pastoral and monitoring support meetings

Is a purposeful meeting with person to person contact between the employer of the trainee/apprentice or their delegate, and the trainee/apprentice, where the employer/delegate:

- determines competency-based training and wage progression
- ascertains any concerns and issues relating to the Training Contract or the safety, health and welfare of the apprentice or trainee
- addresses and resolves those concerns and issues
- provides encouragement, guidance and support to facilitate the successful completion of the Training Contract.

Parent/Guardian

Where a person under the age of 18 years at the commencement of training enters into an apprenticeship or traineeship, a parent/guardian will usually sign and be a party to the Training Contract. Under a Training Contract, a parent/guardian is legally obliged to uphold the responsibilities for the apprentice or trainee until they are 18 years of age. The Training Plan must also be negotiated and agreed between the employer and the apprentice or trainee, and their parent/guardian where they are under the age of 18 years, in consultation with the NTO.

Prescribed person

For the purposes of issuing compliance notices, under Section 63(5) of the *SAS Act*, a prescribed person is:

- a) an employer in relation to a Training Contract
- b) an NTO for an apprentice or trainee
- c) a host employer with whom an apprentice or trainees is or was placed:
- d) a supervisor of an apprentice or trainee under a Training Contract.

For the purposes of the Commission requiring production of information, under Section 70C of the *SAS Act*, a prescribed person is:

- a) a public sector agency (within the meaning of the *Public Sector Act 2009*)
- b) a registered employer, or an applicant for such registration
- c) an Nominated Training Organisation (NTO)
- d) a host employer with whom an apprentice or trainee is or was placed
- e) a former registered employer
- f) a supervisor of an apprentice or trainee under a Training Contract
- g) the ANP for the apprentice or trainee

Prohibited employer

Is an employer with respect to whom a declaration is in force under Section 54B of the *SAS Act*.

Proposed employer

In relation to the substitution of an employer under Sections 54H, 54N and 54O of the *SAS Act*, the employer proposed to be substituted for the current or existing employer of the apprentice or trainee.

Qualification

Qualification means an Australian Qualifications Framework (AQF) qualification, achieved by completion of an accredited learning program, leading to formal certification that a graduate has achieved learning outcomes.

Recognised higher education provider

Is a body established and recognised as a higher education provider by or under the law of the State, or of the Commonwealth, or another state or territory.

Registered employer

An employer registered by the Commission under Section 54F of the *SAS Act*.

Registered Training Organisation (RTO)

The registered training organisation within the meaning of the *National Vocational Education and Training Regulator Act 2011* of the Commonwealth.

Regulations

The *South Australian Skills Regulations 2021*.

Remote supervision

The supervisor is not on site at which the apprentice or trainee is working but must be readily available to communicate directly or by electronic means (i.e. telephone, radio, webcam) with the apprentice or trainee when required. The supervisor must be within such a distance as to be able to attend to the apprentice or trainee within a reasonable time if an issue arises.

SAS Act

The *South Australian Skills Act 2008*.

Scope of the registration

The declared trades or vocations in relation to which the employer may enter into a Training Contract, as determined by the conditions imposed on the registration.

Serious and wilful misconduct

Where an employer reasonably believes an employee is deliberately behaving in a way that is inconsistent with continuing their employment, including causing serious and imminent risk:

- to the health and safety of another person
- to the reputation or profits of their employer's business (theft, fraud or assault)
- by refusing to carry out a lawful and reasonable instruction that is part of their job.

South Australian Government Gazette (Gazette)

The Gazette is the South Australia Government's official publication of weekly record of proceedings by the State and Local Government authorities.

South Australian Civil and Administrative Tribunal (SACAT)

The SACAT is a state tribunal that helps South Australians resolve issues within specific areas of law, either through agreement at a conference, conciliation or mediation, or through a decision of the Tribunal at hearing. SACAT conducts reviews of Government decisions.

South Australian Employment Tribunal (SAET)

The SAET is the South Australian forum for resolving workplace-related disputes and issues. SAET is a statutory independent tribunal that:

- hears and resolves return to work disputes
- hears and resolves employment and industrial disputes
- regulates South Australian industrial awards, agreements and registers
- hears and determines work, health and safety related prosecutions
- conducts hearings in relation to dust disease matters.

South Australian Skills Standards (Standards)

The Standards as prepared under Section 26 of the *SAS Act*, as in force from time to time.

Student

A person undertaking studies (either full-time or part-time) who is not classified as an international student or an apprentice or trainee.

Supervision

Supervision is the oversight and coordination of work, safety, and on and off-job training provided to an apprentice or trainee. Employers must ensure every apprentice or trainee is supervised and receives on-job training by a skilled or qualified person in accordance with these Standards.

Supervisor

Depending on the size and structure of the business or organisation, the supervisor may be:

- the employer
- a person employed by the employer
- an independent contractor engaged in work for the employer, or
- another employer who hosts the apprentice or trainee.

A supervisor is a person with the required skills, knowledge, qualifications and experience to train and instruct an apprentice or trainee in their chosen trade or declared vocation.

Tertiary Education Quality and Standards Agency (TEQSA)

The agency established under the *Tertiary Education Quality and Standards Agency Act 2011* of the Commonwealth.

Trade

Certain trades (for instance, automotive mechanic, cabinetmaker, cook, hairdresser, electrician, and plumber) declared by the Minister as trades governed by the *SAS Act*. To acquire the skills required to work in such trades, people must complete an apprenticeship. Apprenticeships generally take up to 4 years to complete. Upon successful completion of an apprenticeship in such trades, apprentices become qualified tradespersons.

Trade and Vocation Recognition Assessment Panels

Panels established to assess applications for recognition and certification of a person's qualifications and experience in relation to a particular trade or declared vocation under Section 70A of the *SAS Act* and whose membership and operating procedures are endorsed by the Commission.

Trainee

A person who has entered into a legally binding arrangement to work and undertake training in a declared vocation under a Training Contract that has been approved by the Commission.

Traineeship

Training provided under a declared vocation that meets the standard conditions for that declared vocation as specified in the declaration, and as published by notice in the *Gazette*. Traineeships undertaken through a Training Contract must be underpinned by bona fide industrial arrangements.

Traineeship and Apprenticeship Pathways (TAP) Schedule

The Traineeship and Apprenticeship Pathways (TAP) Schedule lists all apprenticeships and traineeships available in South Australia.

Training Contract

Is an agreement:

- approved under Section 48 of the *SAS Act* between an employer and an apprentice or trainee, through which the employer agrees to employ and train the apprentice or trainee in the qualification aligned to the trade or declared vocation; or
- a Training Contract transferred from another jurisdiction and recognised by the Commission as a Training Contract under Section 48A of the *SAS Act*.

Training Plan

Is the plan that describes the content and delivery of training to be provided to an apprentice or trainee, as prepared and endorsed under Section 54Q of the *SAS Act*.

Transfer fee

The fee payable by a proposed employer to the existing (current) employer under Section 54O of the *SAS Act*. The fee is determined according to the number of years served under the Training Contract and the business size.

Vocational Education Training (VET)

VET is education and training that focuses on providing skills for work. Designed to deliver workplace-specific skills and knowledge, VET covers a wide range of careers and industries, including trade and office work, retail, hospitality and technology.

VET National Register

Is the official national register of information on VET in Australia.

CORRESPONDING LAWS

Corresponding law means a law of the Commonwealth, or of another state or territory, declared by the regulations to be a corresponding law for the purposes of Section 54G(7) of the *SAS Act*.

Commonwealth Government

[National Vocational Education and Training Regulator Act 2011](#)

State and Territories

[Apprenticeship and Traineeship Act 2001 No 80 \(NSW\)](#)

[Education and Training Reform Act 2006 \(VIC\)](#)

[Further Education and Training Act 2014 \(QLD\)](#)

[Training and Skills Development Act 2016 \(NT\)](#)

[Training and Tertiary Education Act 2003 \(ACT\)](#)

[Training and Workforce Development Act 2013 \(TAS\)](#)

[Vocational Education and Training Act 1996 \(WA\)](#)

LOCAL GOVERNMENT INSTRUMENTS

CITY OF ADELAIDE

LOCAL GOVERNMENT ACT 1999

Representation Review

Notice is hereby given that the Corporation of the City of Adelaide has not completed a representation review in accordance with the requirements of section 12 of the *Local Government Act 1999* (the Act).

Pursuant to section 12(19) of the Act, the Chief Executive Officer has referred the matter to the Electoral Commissioner. Under section 12(20), following referral of the matter, the Electoral Commissioner may give effect to a proposal that could be carried into effect by the Council under section 12.

Accordingly, a determination has been made to give effect to the following revised representation arrangements, which will take effect from polling day of the first periodic election held after the publication of this notice:

- The elected Council will comprise of an elected Lord Mayor, two area councillors, and nine ward councillors.
- The Council area will continue to be divided into three wards, retain the current ward boundaries, and the names of North, Central, and South.
- North ward will be represented by two councillors.
- Central ward will be represented by four councillors.
- South ward will be represented by three councillors.

Dated: 23 December 2021

MICK SHERRY
Electoral Commissioner

CITY OF TEA TREE GULLY

LOCAL GOVERNMENT ACT 1999

Amended Community Land Management Plans – Various Locations

Notice is hereby given pursuant to Section 197(3) and 198(4) of the *Local Government Act 1999* that the Council of the City of Tea Tree Gully did, at its meetings of:

- 14 December 2021
- 23 November 2021
- 14 September 2021
- 1 September 2021
- 9 April 2019
- 13 July 2021
- 19 January 2021
- 8 December 2020
- 24 November 2020
- 25 August 2020
- 25 June 2019
- 23 May 2017
- 27 June 2017
- 1 October 2016

resolve to adopt amended Community Land Management Plans for various locations within the City of Tea Tree Gully.

A copy of the Amendment Register may be viewed by visiting Council's [website](#) and the amended Community Land Management Plans may be viewed at the following link: [Council documents | City of Tea Tree Gully](#).

Dated: 23 December 2021

JOHN MOYLE
Chief Executive Officer

PUBLIC NOTICES

NATIONAL ELECTRICITY LAW

Final Determination and Final Rule Making a Draft Determination

The Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under ss 102 and 103, the making of the *National Electricity Amendment (Removal of unaccounted for energy from liable load in the Retailer Reliability Obligation) Rule 2021 No. 16* (Ref. ERC0333) and related final determination. All provisions commence on **1 May 2022**.

Under s 99, the making of a draft determination and related draft rule on the *Extension of time and reduction in scope of the 2022 reliability standard and settings review* proposal (Ref. ERC0336). Written requests for a pre-determination hearing must be received by **6 January 2022**. Submissions must be received by **3 February 2022**.

Written requests should be sent to submissions@aemc.gov.au and cite the reference in the title. Before sending a request, please review the AEMC's privacy statement on its website.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *Guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission
Level 15, 60 Castlereagh St
Sydney NSW 2000
Telephone: (02) 8296 7800
www.aemc.gov.au

Dated: 23 December 2021

WATER INDUSTRY ACT 2012 SCHEDULE OF STANDARD CONTRACT *CPE Tonsley Pty Limited*

Applicable to Tonsley Embedded Network from 1 July 2019

WATER RETAIL CODE—STANDARD CONTRACT

Pursuant to Section 36 of the *Water Industry Act 2012*, I, Adrian Mitchell, General Manager, Legal & Commercial of CleanPeak Energy and Company Secretary of CPE Tonsley Pty Limited, publish the following standard terms and conditions.

These standard terms and conditions may be inspected or obtained at the CPE Tonsley website <https://cleanpeaktonsley.com.au/>

Dated: 16 December 2021

MR ADRIAN MITCHELL
General Manager, Legal & Commercial
CleanPeak Energy

STANDARD CUSTOMER SALE CONTRACT *Water Retail Service—Tonsley*

This contract sets out the terms on which we supply retail services to you as a customer at your current supply address in accordance with the *Water Industry Act 2012* (the Act).

These standard terms and conditions are published in accordance with section 36 of the Act. These standard terms and conditions will come into force on 1 January 2022 and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

1. THE PARTIES

1.1 This **contract** is between:

CPE Tonsley Pty Ltd (ACN 623 288 175) of PO Box 786, North Sydney NSW 2060 (referred to in this **contract** as “we”, “our”, or “us”); and

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

2. DEFINITIONS

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to this **contract**.

3. SERVICES PROVIDED UNDER THIS CONTRACT

3.1 This **contract** covers the sale and supply by us of a **retail service** to your **supply address**.

3.2 The **retail service** comprises of non-drinking water retail service.

3.3 We will provide your **retail service** in accordance with all **applicable regulatory instruments**.

4. DOES THIS DOCUMENT APPLY TO YOU?

4.1 This document applies to you if:

- a) your **supply address** receives, or will receive upon successful connection, our **retail service** and you have not agreed to different terms and conditions with us;
- b) you currently receive, or will receive upon successful connection, our **retail service** with **special characteristics** relevant to the provision of that **retail service**; or
- c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 10, 11, 12, 13, 14, 14.2(c), 16, 17, 18, 19, 20, 28, 31 and 32 of this **contract**.

- 4.2 Unless otherwise agreed by the parties, this document does not apply where:
- we provide you with a **non-standard retail service**; or
 - prior to the commencement of this **contract**, you were a **customer** receiving a **retail service** from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this **contract** takes effect.
5. **CLASSIFICATION OF CUSTOMER CLASS**
- 5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to your **supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.
6. **COMMENCEMENT**
- 6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the Act.
- 6.2 If you are an existing **customer** that will continue to receive a **retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.
- 6.3 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.
- 6.4 If you are a person who becomes the registered proprietor of a **supply address** and clause 6.2 does not apply to you, this **contract** starts upon transfer of ownership of that **supply address** to you.
7. **TERMINATION**
- 7.1 We may terminate this **contract** with you in accordance with **applicable regulatory instruments** if:
- 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 27;
 - you are no longer the owner of the **supply address** and we have entered into a new **contract** with the new owner; or
 - circumstances beyond our reasonable control mean that the non-drinking water reticulation network necessary to provide the **retail service** to your **supply address** are no longer available.
- 7.2 You may terminate this **contract** with us at any point by providing us with 3 **business days**' notice, which may be given by:
- personal contact;
 - telephone;
 - electronic mail; or
 - writing to us.
- 7.3 All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.
- 7.4 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continues despite the end of this contract.
8. **WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?**
- 8.1 When you apply for a **retail service** at your **supply address** we may require you to satisfy some pre-conditions, which will be advised to you in writing. We will also explain any pre-conditions that may apply to you at the time you apply to us for a **retail service**.
- 8.2 Our obligation to sell or supply you with a **retail service** at your **supply address** does not start until you satisfy our pre-conditions.
9. **YOUR GENERAL OBLIGATIONS**
- 9.1 Infrastructure:
- You must arrange for all infrastructure on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
 - 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 arrange for that infrastructure to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.
- 9.2 Illegal use of retail services:
- You must only use the **retail service** provided by us for lawful purposes and, 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** for that amount;
 - recover that amount from **you**, as well any costs associated with estimating the consumption; and
 - disconnect **your supply address** immediately.
 - By illegally using our **retail service**, clauses 14 and 16 will not apply to you.
10. **FEES AND CHARGES**
- 10.1 Any **fees and charges** associated with the sale and supply of **retail services** to you are set out in the **Price List** published from time to time and available on our website www.cleanpeakonsley.com.au
- 10.2 Changes in **fees and charges**
- We have the right to change our **fees and charges** from time to time.
 - 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 be set out in the **Price List** published on our website.

- 10.3 GST
- a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** must be stated to be exclusive or inclusive of GST. Clause 10.3(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.
11. **TARIFF CHANGES**
- 11.1 If we vary the type of tariff rate you are charged for your **retail service**, we will notify you of the new tariff rate on your next bill.
 - 11.2 Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:
 - a) the old tariff rate up to and including the effective date for the change; or
 - b) the new tariff rate from the effective date to the end of the billing cycle.
12. **BILLING**
- 12.1 We will use our **best endeavours** to issue you a bill at least quarterly.
 - 12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 12.1.
 - 12.3 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**.
 - 12.4 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 12 **business days** from the date we send the bill.
 - 12.5 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.
13. **PAYMENT METHODS**
- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
 - a) in person,
 - b) by mail,
 - c) by direct debit; or
 - d) by **Centrepay** (for **residential customers**).
 - 13.2 If you pay us by cheque, direct debit from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.
14. **FLEXIBLE PAYMENT ARRANGEMENTS**
- 14.1 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.
 - 14.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
 - a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - b) 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 restriction, disconnection or restoration charges); and
 - c) redirection of your bill as requested by you.
15. **PAYMENT DIFFICULTIES**
- 15.1 If you are experiencing payment difficulty, we will provide you with information about:
 - a) Our flexible payment arrangements;
 - b) Our **residential customer Hardship Policy**;
 - c) Independent financial and other relevant counselling services.
16. **HARDSHIP POLICY**
- 16.1 We offer a **Hardship Policy** to all our **residential customers**.
 - 16.2 Pursuant to the **Hardship Policy** we will:
 - a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
 - b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
 - c) have processes in place to adequately train hardship staff;
 - d) offer alternative payment options including instalment plans;
 - e) offer **Centrepay** to **residential customers**;
 - f) have processes in place to identify appropriate programs and financial counselling services where appropriate and advise **residential customers**;
 - g) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
 - h) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.
 - 16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

17. BILLING DISPUTES

- 17.1 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 28.
- 17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 17.3 Where we are reviewing a bill, we may require you to pay:
- a) the greater of:
 - i. that portion of the bill under review that we agree is not in dispute; or
 - ii. an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
 - b) any future bills that are properly due.
- 17.4 Where, after conducting a review of the bill, we are satisfied that it is:
- a) correct, we may require you pay the amount of that bill which is still outstanding; or
 - b) incorrect, we:
 - i. will correct your bill;
 - ii. will refund (or set off against the amount in clause 17.4(b)(iii)) any fee paid in advance;
 - iii. may require you pay the amount of that bill which is still outstanding; and
 - iv. will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.
- 17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:
- a) Energy & Water Ombudsman South Australia.

18. UNDERCHARGING

- 18.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 18.2 Where any amount undercharged is as a result of an act or omission on our part 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.
- 18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.
- 18.4 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.

19. OVERCHARGING

- 19.1 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.
- 19.2 If we have overcharged you and you have already paid your bill, we will:
- a) credit the amount to your account and it will be deducted from your next bill; or
 - b) if you have ceased to purchase a **retail service** from us, repay that amount to you within 10 **business days**.

20. DEBT RECOVERY

- 20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **retail service** by us if:
- a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - b) we have failed to comply with the requirements of:
 - i. our **Hardship Policy** in relation to you; or
 - ii. this contract relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties; or
 - c) you currently have a flow restriction device installed at the relevant **supply address** in accordance with clause 23.

21. INTERRUPTIONS

- 21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **retail service**.
- 21.2 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.
- 21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **retail service** as soon as practically possible and within the timeframes specified in any **regulatory service standards**.
- 21.4 Where a planned interruption is required, 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.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY**22.1 Water retail service—Quality**

- a) Your **retail service** comprises non-drinking water (including **recycled water**) we will provide such a **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 **retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other **applicable regulatory instruments**.

22.2 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 the provision of additional on-site **water** infrastructure. You are responsible for arranging and covering the costs of such additional onsite **water** infrastructure, which must be installed by an appropriately licensed plumber.
- b) We will notify you under clause 22.3 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

22.3 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 conditions as set out 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 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**.

23. LIFE SUPPORT EQUIPMENT**23.1** If you, or someone you reside with has a medical condition where the continuation of a **retail service** is critical for the operation of a life support equipment (as defined in the **Code**) you must:

- a) 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
- b) 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.

23.2 We may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the **supply address**.**23.3** Once we are notified under this clause, but subject to clause 23.1(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 required the use of a life support equipment; and
- c) provide you with:
- i. at least 4 **business days'** written notice of any planned interruptions to supply at the **supply address**;
 - ii. advice there is likely to be a planned interruption to the supply at the **supply address**; and
 - iii. an emergency telephone contact number (which is printed on your bill or available on our website).

24. RESTRICTIONS**24.1** Restrictions of a water supply—Residential Customers

- a) If you are a **residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **retail service** to you where:
- i. you have not paid a bill or bills within the required timeframes;
 - ii. you have not agreed to an offer of a flexible payment plan under clause 14 or another payment option to pay a bill;
 - iii. 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;
 - iv. you have not complied with the terms of our **Hardship Policy** referred to in clause 16 resulting in you being removed from that hardship program;
 - v. 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**; or
 - vi. you have used the **retail service** illegally.
- b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your supply address for failure to pay a bill, we will:
- i. use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - ii. give you information about the terms of our **Hardship Policy** and assess your eligibility for participation in our **Hardship Policy**;
 - iii. give you information on government funded concessions, if applicable, and refer you to the organisation responsible for that concession;
 - iv. give you a reminder notice;
 - v. after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
 - vi. advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.2 Restrictions of a water supply—Non-residential Customers

- a) 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:
- i. you have not paid a bill or bills within the required timeframes;
 - ii. 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**; or
 - iii. you have used the **retail service** illegally.
- b) Before undertaking any arrangements for the restriction of supply of **retail services** to your supply address for failure to pay a bill, we will:
- i. use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - ii. offer you an extension of time to pay on terms and conditions (which may include the payment of interest approved by **ESCOSA** from time to time);
 - iii. give you a reminder notice;
 - iv. after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
 - v. advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.3 Subject to compliance with the **Code**, we may restrict the supply of a **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 14 before the expiry of the 5 **business days** period in the restriction warning; or
- b) have accepted the offer of a flexible payment plan in accordance with clause 14, 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.

24.4 The restriction of supply of **retail services** under clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time.24.5 We will not restrict your **service** for non-payment of a bill or bills.

25. RESTRICTION WARNING NOTICE

25.1 Prior to commencing action to restrict the supply of a **retail service** to you, we will issue a restriction warning notice to you that:

- a) states the date of its issue;
- b) states the matter giving rise to the potential restriction of your **supply address**;
- c) where the notice has been issued for not paying a bill:
- i. state the date on which the restriction warning notice ends; and
 - ii. state that payment of the bill must be made during the restriction warning notice period;
- d) for matters other than not paying a bill, allow a period of not fewer than 5 **business days** after the date of issue for you to rectify the matter before restriction occurs;
- e) inform you of applicable restoration procedures and any charges for restoration (if applicable);
- f) include details of our telephone number for complaints and disputes; and
- g) include details of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

26. DISCONNECTIONS

26.1 We will not disconnect your **retail service** for non-payment of a bill or bills. However, we may restrict your **retail service** in accordance with clause 24.26.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may only arrange for the disconnection of your **retail service** if you have:

- a) requested the disconnection;
- b) used the **retail service** illegally; or
- c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.

26.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.

27. RESTORATION OF WATER RETAIL SERVICE

27.1 If we have disconnected or restricted the supply of your **retail service** to you, we will use our **best endeavours** to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:

- a) clause 9.2;
- b) the reasons for the disconnection or restriction being rectified by you; and
- c) you have paid the appropriate charge for reconnection or removal of **water** flow restriction (if applicable).

27.2 If you are a **residential customer**, we will not charge a restoration fee where you are experiencing **financial hardship** and should have been identified as eligible for our **Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.

- 27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by any **regulatory service standards**.
- 28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION**
- 28.1 If you have an enquiry or complaint relating to our **retail services** or related matter, you can contact us on 1300 053 212.
- 28.2 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 procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.
- 28.3 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 procedures for the management and resolution of customer enquiries and disputes.
- 28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter the **Energy & Water Ombudsman South Australia** (if we are a participant in that scheme) for external dispute resolution.
- 29. RIGHT TO ENTER**
- 29.1 In the case of an emergency or on agreement with you, we will enter your property 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**.
- 30. FORCE MAJEURE**
- 30.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:
- the obligations of the party under this **contract**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
 - 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.
- 30.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.
- 30.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.
- 30.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.
- 31. INFORMATION AND PRIVACY**
- 31.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 31.2 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.
- 31.3 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.
- 32. GENERAL**
- 32.1 **Applicable law**
The laws in force in the State of South Australia govern this **contract**.
- 32.2 **Referral of 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.
- 32.3 **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.
- 32.4 **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.

SCHEDULE 1—DEFINITIONS

The following words have the attributed meaning 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, guideline, or other regulatory instrument issued by ESCOSA which applies to us.
ADI	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). <i>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our water infrastructure runs adjacent to your property.

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 Water Retail Code—Minor and Intermediate Retailers published by ESCOSA as amended from time to time.
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 .
contract	means this contract which has been approved by ESCOSA under clause 2.1 of the Code .
customer	means a customer as defined under section 4 of the Act .
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.
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 (SA)</i> .
fees and charges	means our fees and charges as specified in our Price List .
Price List	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 .
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.
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 contract , but such services do not include a retail service provided to customers with special characteristics as described in clause 22.3.
Non-residential customer	means a customer other than a residential customer .
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 any 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.
restricted wastewater	means anything you attempt to discharge through the system that is not domestic waste and includes trade waste.
retail service	has the meaning described in clause 3.1 of this contract , which services are provided by us under the terms and conditions of this standard contract .
special characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
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 a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water ; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations .
water reticulation network	means our system of water mains and service pipes for the provision of water to two or more locations in the State.

NOTICE SUBMISSION

The South Australian Government Gazette is compiled and published each Thursday.

Notices must be submitted before 4 p.m. Tuesday, the week of intended publication.

All submissions are formatted per the gazette style and proofs are supplied as soon as possible. Alterations must be returned before 4 p.m. Wednesday.

Requests to withdraw submitted notices must be received before 10 a.m. on the day of publication.

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- Title—name of the governing Act/Regulation
- Subtitle—brief description of the notice
- A structured body of text
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- Name, position, and government department/organisation of the person authorising the notice

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