



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 23 JANUARY 2014

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GOVERNMENT GAZETTE NOTICES

ALL poundkeepers' and private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to **Government Publishing SA** so as to be *received no later than 4 p.m. on the Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040. E-mail: governmentgazette@dpc.sa.gov.au*. Send as attachments in Word format and please confirm your transmission with a faxed copy of your document, including the date the notice is to be published and to whom the notice will be charged. The *Government Gazette* is available online at: www.governmentgazette.sa.gov.au

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has revoked the appointment of Ian Hugh Stone as a Member of the Third Party Premiums Committee, having noted his resignation, effective from 23 January 2014, pursuant to the provisions of the Motor Vehicles Act 1959 and Section 36 of the Acts Interpretation Act 1915.

By command,

JOHN JAMES SNELLING, for Premier

MRS14/01CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Workers Rehabilitation and Compensation Advisory Committee, pursuant to the provisions of the Workers Rehabilitation and Compensation Act 1986:

Member: (from 23 January 2014 until 30 November 2016)

Joseph Karl Szakacs
Wayne Potter
Ester Huxtable
Rick Cairney
Stephen Myatt
Anna Louise Moeller
Michele Evans
Bernadette Mulholland
Tim Hardie

Presiding Member: (from 23 January 2014 until 30 November 2016)

Joseph Karl Szakacs

By command,

JOHN JAMES SNELLING, for Premier

IR0002/14CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Museum Board, pursuant to the provisions of the South Australian Museum Act 1976:

Member: (from 23 January 2014 until 22 January 2017)

Helen Louise Carreker

By command,

JOHN JAMES SNELLING, for Premier

ART/14/002

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Film Corporation, pursuant to the provisions of the South Australian Film Corporation Act 1972:

Member: (from 20 March 2014 until 19 March 2017)

Desmond James Monaghan

By command,

JOHN JAMES SNELLING, for Premier

ART/14/001

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Third Party Premiums Committee, pursuant to the provisions of the Motor Vehicles Act 1959:

Member: (from 23 January 2013)

David Kenneth McGown

By command,

JOHN JAMES SNELLING, for Premier

MRS14/01CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Board of the Environment Protection Authority, pursuant to the provisions of the Environment Protection Act 1993:

Member: (from 23 January 2014 until 22 January 2017)

Roslyn Helen Degaris

By command,

JOHN JAMES SNELLING, for Premier

13MSECCS084

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Metropolitan Fire Service Disciplinary Committee, pursuant to the provisions of the Fire and Emergency Services Act 2005:

Member: (from 1 February 2014 until 31 January 2017)

Charles Moreland Bailes

Member: (from 20 August 2015 until 31 January 2017)

Michael Vander-Jeugd

Presiding Member: (from 1 February 2014 until 31 January 2017)

Charles Moreland Bailes

By command,

JOHN JAMES SNELLING, for Premier

MES14/02CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Adelaide Cemeteries Authority Board, pursuant to the provisions of the Adelaide Cemeteries Authority Act 2001:

Director: (from 23 January 2014 until 31 December 2017)

Catherine Mary Schultz
Deborah Ann Black
Ester Huxtable

Chair: (from 23 January 2014 until 31 December 2017)

Catherine Mary Schultz

By command,

JOHN JAMES SNELLING, for Premier

PLN0003/14CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

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

Deputy President: (from 23 January 2014 until 22 January 2019)

Elizabeth Mary Bishop

Section 8(1) Panel Member: (from 23 January 2014 until 22 January 2017)

Maya Bagato

Section 8(1) Panel Member: (from 17 February 2014 until 16 February 2017)

Gabriella Margaret Berce

Section 8(2) Panel Member: (from 23 January 2014 until 22 January 2017)

Gerard Noel Twohig
John Jeffrey Clarke
Francis Henry Lampard

Section 8(2) Panel Member: (from 17 February 2014 until 16 February 2017)

Rebecca Elizabeth Maerschel

By command,

JOHN JAMES SNELLING, for Premier

AGO0005/14CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to appoint the people listed as Justices of the Peace for South Australia for a period of ten years commencing from 23 January 2014 and expiring on 22 January 2024, it being a condition of appointment that the Justices of the Peace must take the oaths required of a Justice under the Oaths Act 1936 and return the oaths form to the Justice of the Peace Services within three months of the date of appointment, pursuant to Section 4 of the Justices of the Peace Act 2005:

Roy David Blight
Philip Edward Browne
Douglas John Carruthers
John Alexander Charles Comrie
Ronald Mervin Coon
Patrick Myles Cox
Dean Leslie Davis
David Anthony Eitzen
Beverley Hilda Fairweather
Franco Filosi
Joy Lynette Foristal
Byron John Gregory
Brian William Guild
George Anthony Haddad
Luisa Halacas
Darryl William Hamdorf
Julie Ann Harten
Julia Lorraine Hope-Ferguson
Lesley Creina Jesser
Warren Beresford Bastian Johnston
Kenneth Roy Jones
Karen Julie Kelly

Leonie Christine Kelsall
Christopher Michael Kimpton
John Ivan Peter Koznedelev
William Raymond Mcintosh
Glen Vernon Martin
Albino Umberto Miotto
John Charles Mitchell
Rodney George Nancarrow
Robert Deane Nankivell
Anthony George Nemer
Alan Lawrence Norman
Maxwell George O'Connell
Paul Ignatius O'Leary
Tadeusz John Pacholski
Anthony Walter Pick
Jane Marie Pickering
David Garth Pointon
Zoran Prole
Garifalia Riede
David Garry Peter Rogers
Fiona Allison Sage
Peter Robert Schrader
Elizabeth Joy Kathleen Spafford
Christopher John Townsend
Lyll Milton Voigt
Jillian Marie-Therese Wheatley
David Wilkinson
George Zillante

By command,

JOHN JAMES SNELLING, for Premier

JP13/033CS

Department of the Premier and Cabinet
Adelaide, 23 January 2014

HIS Excellency the Governor in Executive Council has been pleased to make the Lifetime Support Scheme Rules to define the eligibility criteria to enter the Lifetime Support Scheme and the entitlement to necessary and reasonable treatment, care and support, pursuant to Section 56 of the Motor Vehicles Accidents (Lifetime Support Scheme) Act 2013 in line with the Lifetime Authority's recommendation, noting that the Rules will come into operation on 1 July 2014.

By command,

JOHN JAMES SNELLING, for Premier

T&F13/081CS



LIFETIME SUPPORT AUTHORITY

LIFETIME SUPPORT SCHEME RULES*

* The Lifetime Support Scheme Rules are the LSS Rules made under Section 56 of the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*.

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PART 1 - PRELIMINARY

1. BACKGROUND

- 1.1. The Lifetime Support Authority of South Australia (the Authority) is a statutory authority established under the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013* (the Act). The Authority is responsible for the administration of the Lifetime Support Scheme (the Scheme).
- 1.2. The Scheme provides treatment, care and support for participants (adults and children) who have a serious spinal cord injury, brain injury, amputations, burns or blindness (eligible injury) from a motor vehicle accident in South Australia that occurs on or after 1 July 2014, or for persons accepted under section 6 of the Act.
- 1.3. Throughout these Rules, any reference to treatment, care and support benefits is a reference to only treatment, care and support benefits that:
 - 1.3.1. are necessary and reasonable in the circumstances; and
 - 1.3.2. relate to the motor vehicle injury, as defined by these Rules.
- 1.4. The Lifetime Support Scheme Rules (the Rules) are to be read as a whole and in conjunction with the Act.
- 1.5. A person is eligible to participate in the Scheme if their motor vehicle injury occurred in South Australia and satisfies the eligibility criteria in Part 1 of these Rules and Part 3 of the Act.
- 1.6. Words and expressions used, but not defined in these Rules have the same meanings as in the Act.
- 1.7. The Authority may, as it thinks appropriate, waive compliance with a Rule (or a part of a Rule).

2. SCHEME PRINCIPLES

- 2.1. As far as is practicable, the Rules are to be interpreted in a manner that is consistent with the following principles:
 - 2.1.1. For the benefit of all South Australians, the Authority is committed to achieving and delivering a financially responsible and sustainable Scheme, so it can continue to support people over the course of their lives and be available to people who are not yet injured but will be injured in the future.
 - 2.1.2. The Authority provides necessary and reasonable treatment, care and support through a person-centred approach, enabling participants, their families and carers to choose and control evidence based support and service arrangements that enhance quality of life and provide opportunities to participate and contribute to social and economic life.
 - 2.1.3. The Authority works to respect the individuality and diversity of participants and in the case of children, the centrality of the family to children's lives and well-being.
 - 2.1.4. The Authority acknowledges:

"Recognizing the importance for persons with disabilities of their individual autonomy and independence, including the freedom to make their own choices."

"Considering that persons with disabilities should have the opportunity to be actively involved in decision-making processes about policies and programmes, including those directly concerning them"¹.

¹ United Nations General Assembly, *Convention on the Rights of Persons with Disabilities*, 13 December 2006, A/RES/61/106, Annex I

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2.1.5. Effective treatment, care and support delivery involves communication and cooperation with the participant, their family, service providers and the Authority.

3. DEFINITIONS

3.1. In the Rules, these words and phrases have the following meanings:

Act means the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*. A reference in these Rules to a section “X” is a reference to a section of the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*.

Applicant is a person applying, or on behalf of whom an application was made, to be part of the Scheme.

Appropriately qualified for the purposes of these Rules, any reference to “appropriately qualified” is an assessment of the Authority with respect to the specialist skills that the person is prescribing, advising or recommending.

For example, an appropriately qualified professional to prescribe a wheelchair is a health practitioner who has had more than 5 years prescribing experience.

ASIA Impairment Scale score refers to the published scale of the American Spinal Injury Association: International Standards for Neurological Classification of Spinal Cord Injury, revised 2011; Atlanta, GA.

Assessed care needs means the Authority’s assessment of the participant’s treatment, care and support needs which relate to the motor vehicle injury and are necessary and reasonable in the circumstances, as defined for section 4(1) of the Act.

Assessor means a person appointed or engaged as an assessor under section 30(4) of the Act for the purposes of Part 3 of the Act.

Attendant care worker means an employee of, or person engaged by an approved provider of attendant care services to perform services or assist the participant, such as (but not limited to):

- a) personal care (assistance to move around and take care of basic personal needs such as bathing, dressing, eating, toileting, grooming, fitting and use of aids and appliances, hearing and communication devices),
- b) therapy support to implement a therapy program under the guidance and supervision of a health professional.

Certificate means a certificate issued:

- a) for original assessment under section 30(3) of the Act; or
- b) for reassessment after review, under section 38(5) of the Act.

Dispute means a dispute about an assessment or any aspect of an assessment under Part 5 Division 1 of the Act or a dispute about eligibility under Part 5 Division 2 of the Act.

Domestic services include a variety of household services such as cleaning, cooking, laundry, and ironing.

Eligible injury means the injury assessed as eligible under Part 2 of the Rules.

Expenses means expenses incurred for the purposes of the Scheme by or on behalf of the participant while a participant in the Scheme.

Functional Independence Measure™ – FIM™ is a tool used to assess a person’s function. Where referred to in these Rules the version used is published on the Authority’s website.

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The FIM™ assessment is an assessment of a person's function conducted by an assessor approved by the Authority who has been trained in FIM™ and is credentialed through the Australian Rehabilitation Outcomes Centre.

Glasgow Coma Score (GCS) is a neurological scale that aims to deliver a reliable, objective way of recording the conscious state of a person for initial, as well as subsequent assessment.

Greenwood Burns Scale is the assessment for burns designed by Professor John Greenwood, Director of the Adult Burns Service, Royal Adelaide Hospital, Adelaide and published on the Authority's website.

Home is a domestic structure, which is a participant's principal place of residence, for example, a house or a unit.

Home modification is a modification to the structure, layout or fittings of a home where the motor vehicle injury restricts or prevents the ability to utilise the home's standard fittings or facilities.

International Standards to document remaining Autonomic Function after Spinal Cord Injury (ISAFCI) is the standard published by the American Spinal Injury Association and International Spinal Cord Society (ISCoS) documenting the remaining autonomic functions following spinal cord injury.

International Standard Neurological Classification For Spinal Cord Injury (ISNCSCI) is the sensory and motor examination used to determine the neurological level of the injury and whether the injury is complete or incomplete. The completeness of the injury is graded according to the ASIA Impairment Scale score A to E.

Motor vehicle injury means any injury caused by or has arisen from the motor vehicle accident that caused the eligible injury, and includes the eligible injury.

Party means someone involved in the dispute such as the eligible person, applicant or an insurer. A reference to a party can include multiple parties.

Participant Plan or Plan means the treatment, care and support needs plan prepared by the Participant and the Authority and consisting of:

- i. An assessment of need prepared by the Authority under section 30 of the Act which states that the assessment must relate to those treatment, care and support needs that-
 - a. Are necessary and reasonable in the circumstances; and
 - b. Relate to the injury or injuries to which this Act applies;
- ii. The statement of participant support, which is prepared and approved by the Authority and sets out, among other matters, the supports that will be paid for by the Scheme; and
- iii. For Lifetime Participants: A statement specifying the participant's goals, objectives, aspirations, environmental and personal context, cultural background and strategies to achieve objectives (outcomes).

Prosthesis is an artificial substitute for a missing body part, such as a leg, used for functional or cosmetic reasons, or both.

Review means a review of a dispute about non-medical matters (sections 33-34 of the Act), eligibility (section 36) or a determination of treatment, care and support needs (section 38).

Rehabilitation is a set of measures that assist individuals who experience, or are likely to experience, disability to achieve and maintain optimal functioning in interaction with their environment, using the following broad outcomes:

- prevention of the loss of function;
- slowing the rate of loss of function;
- improvement or restoration of function;

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- compensation for loss of function;
- maintenance of current function.

Relocation costs are costs directly related to moving from one home to another.

Rental property is a home lived in by a participant whereby rent is paid to a private owner, Government or Public Authority or a Community Housing Association.

Schedule of Fees for Approved Attendant Care Providers is the list of fees published in the Government Gazette by the Minister and published on the Authority's website.

Snellen Scale is the chart of that name used by eye care professionals to measure visual acuity.

Support Services are those services that complement rehabilitation services and focus on interventions that engage natural and community supports.

For example, this might include assistance in learning to use public transport, access community facilities or engage with informal networks.

Treatment, care and support needs - for the purposes of these Rules and the Act, any reference to "treatment, care and support needs" and "treatment, care and support services" are references to such needs and services that are (section 27(2)):

- a) necessary and reasonable in the circumstances; and
- b) relate to the injury or injuries that have been determined to be eligible under Part 2 of these Rules.

WeeFIM® (the paediatric version of the FIM™) is a similar tool to the adult FIM™ though it differs in its scoring processes taking into account the child's developmental stages. The WeeFIM® has norms and a different scoring system to the adult FIM™.

WeeFIM® assessment is an assessment of a child's function conducted by an assessor approved by the Authority who has been trained in WeeFIM™ and is credentialed through the Australian Rehabilitation Outcomes Centre.

WeeFIM® Age Norm - Any reference to the age norm of any item on the WeeFIM® is a reference to the normative data published in the WeeFIM® Version 6.0 issued by Uniform Data System for Medical Rehabilitation.

Westmead PTA Scale measures the period of post traumatic amnesia and is used in South Australian health services and is available on the Authority's website.

4. USE OF 'MOTOR VEHICLE' IN THE RULES

4.1. Pursuant to section 3(2) of the Act (but without derogating from the operation of section 5(2) of the Act), and subject to 4.2 below, a reference in the Act and these Rules to a motor vehicle is a reference to:

- 4.1.1. a motor vehicle that is subject to a policy of insurance under Part 4 of the *Motor Vehicles Act 1959*; or
- 4.1.2. a motor vehicle which is required to be subject to a policy of insurance under Part 4 of the *Motor Vehicles Act 1959* and is driven on a road; or
- 4.1.3. a motor vehicle that is registered under a law of some other State or Territory that corresponds to the *Motor Vehicle Act 1959* (if the motor vehicle accident occurred in South Australia).

4.2. Pursuant to section 3(4) of the Act, a motor vehicle injury will only be regarded as being caused or arising out of the use of a motor vehicle that is a tractor, agricultural machines such as quad bikes, mobile fork lifts or self-propelled lawn care machine if:

- 4.2.1. the relevant motor vehicle is conditionally registered under section 25 of the *Motor Vehicles Act 1959*; and
- 4.2.2. the motor vehicle is being used on a road.

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5. INTERACTION WITH OTHER LEGISLATIVE REQUIREMENTS

- 5.1. Pursuant to section 27(3)(c) of the Act, the following treatment, care or support services are excluded from the operation of section 27:
- 5.1.1. treatment, care or support needs that a government department or another government agency is liable to provide, or to pay for;
 - 5.1.2. treatment, care or support services that must be provided under a requirement imposed under another Act or any regulations (including under an Act or subordinate legislation of the Commonwealth)
For example, a requirement to provide disability access to work premises.

6. EXTENSION OF TIME

- 6.1. The Authority reserves the right to extend or abridge any time limit in these Rules that affects a participant, an applicant, the Authority or an assessor. The Authority may extend any of the time periods in these Rules, whether or not a request is made to extend any time limit.

7. SUSPENSION OF PARTICIPATION

- 7.1.1. The Authority may suspend a participant from the Scheme by notice in writing in accordance with the Act and these Rules.
- 7.1.2. Where a participant is suspended from the Scheme the Authority will not pay for any treatment, care or support provided during the period of the suspension, and if a suspension ceases the participant is not entitled to recover any costs incurred during the period of suspension.

8. USE OF INTERPRETERS IN ALL INTERACTIONS WITH PARTICIPANTS

- 8.1. Interpreters accredited by NAATI (National Accreditation Authority for Translators and Interpreters) should be used if an interpreter is required.
- 8.2. If a NAATI interpreter is not available, a non-NAATI interpreter may be used at the discretion of the Authority. Any person accompanying the participant/applicant, such as a family member, carer or support person, cannot act as an interpreter.

9. SENDING DOCUMENTS TO THE AUTHORITY

- 9.1. To deliver or send documents to the Authority, the postal address is:
- Lifetime Support Authority
PO BOX 1218
Adelaide SA 5000
- 9.2. The Authority's email address is Lifetime.support@sa.gov.au.
- 9.3. Documents sent to or from the Authority will be taken to be received on the same day as they were sent if sent via email.
- 9.4. Documents sent to or from the Authority will be taken to be received 5 days after sending if posted by mail.

10. DOCUMENTATION AND OTHER SUPPORTING MATERIAL

- 10.1. Except for the Application Form, the participant or applicant should only submit copies of documents to the Authority, not original documents.

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11. MEDICAL DOCUMENTATION

11.1. Any medical documentation –

- 11.1.1. if provided to the Authority with an application, must be listed in the application; or
- 11.1.2. if provided to the Authority at any other time – must be sent with a covering letter (and if more than one document is provided then each document must be listed in the letter).

11.2. In the case of X-rays, Computerised Tomography (CT or CAT scans), Magnetic Resonance Imaging or other radiological or similar investigations, only the resulting report should be sent to the Authority. No original films or scans should be submitted to the Authority. These can be brought to any examination by the participant. If an examination does not occur, the Authority will arrange for the original films or scans to be viewed by the assessor/medical expert if required.

12. AUTHORITY MAY CONDUCT PROVIDER AUDITS

12.1. The Authority reserves the right to audit service providers to ensure that:

- 12.1.1. the requested services have been costed in accordance with the Authority's rates published in the Gazette;
- 12.1.2. the quality of services provided is satisfactory in the Authority's opinion; and
- 12.1.3. the charged/billed/stated supports have been delivered to the participant.

13. LEGAL REPRESENTATION FOR DISPUTES

13.1. If the participant/applicant has legal representation in respect of any dispute, the Authority will send copies of any document required to be sent to the participant/applicant to their legal representative.

14. PARTICIPANT/APPLICANT ACCESS TO DOCUMENTS - DISPUTES

14.1. If a participant/applicant has made a request for a dispute referral to an assessor or expert review panel, they are entitled to:

- 14.1.1. view and receive a copy of all assessment documents held by the Authority in relation to the dispute;
- 14.1.2. make written submissions about any aspect of the dispute or issues in dispute which will be forwarded to the assessor or review panel; and
- 14.1.3. receive the certificate issued by the assessor or expert review panel.

15. CORRECTIONS OF OBVIOUS ERRORS IN DETERMINATIONS/CERTIFICATES

15.1. If a party considers that a review officer/ expert review panel has made an obvious error in a determination/certificate that party may apply to the Authority to have the error corrected within 14 days of the date on the determination.

15.2. The application to have the error corrected must be made in writing, including the details of the considered obvious error and the suggested correction. An obvious error may only include an obvious clerical or typographical error in a determination.

15.3. The Authority will forward this request to any other party within 5 days of receipt, after which time that party has 5 days in which to make a submission to the Authority on the application to have the error corrected.

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15.4. The review officer/ expert review panel may issue a replacement determination that corrects any obvious error and that will replace the previous determination. If a replacement determination is issued, the replacement determination is to be titled as a replacement determination and will supersede the previous determination.

16. PRIVACY AND CONFIDENTIALITY / RELEASE OF INFORMATION

16.1. The Authority will make appropriate information available to service providers where consent has been obtained from the participant/applicant. When information is shared with service providers or other external agencies, those service providers and agencies will be required to adhere to the same privacy and confidentiality obligations as Authority staff, in accordance with the Department of Premier and Cabinet Circular PC012 'Information Privacy Principles' as available at:

http://dpc.sa.gov.au/sites/default/files/pubimages/Circulars/PC012_Privacy.pdf and any relevant updates.

17. COMMENCEMENT DATE

17.1. In accordance with section 56(5) of the Act the Rules will commence on 1 July 2014.

PART 2—Eligibility criteria for participation in the Scheme

PART 2 ELIGIBILITY FOR PARTICIPATION IN THE SCHEME**1. BACKGROUND**

1.1. For the purpose of this Part:

1.1.1. Any reference to motor vehicle is that defined in Part 1 section 4 of these Rules.

2. APPLICATION FOR PARTICIPATION

2.1. An application to become a participant in the Scheme is made by, or on behalf of the eligible person, or by the insurer or the nominal defendant. The application must demonstrate that:

2.1.1. the person sustained a bodily injury; and

2.1.2. the injury was caused by or arose out of the use of a motor vehicle; and

2.1.3. the relevant motor vehicle accident occurred in South Australia; and

2.1.4. the injury meets the criteria set out below in these Rules (eligible injury).

3. INJURY CRITERIA

3.1. Eligibility for interim participation and eligibility for lifetime participation is limited to people injured in a motor vehicle accident who meet one or more of the following injury criteria at the time that the application is made.

3.2. An appropriately qualified medical specialist must certify that the eligible person meets the following injury criteria, including certification that the specialist has examined the eligible person and has seen the FIM™ or WeeFIM® score sheet, where applicable.

3.3. CRITERIA FOR SPINAL CORD INJURY

3.3.1. The criteria for spinal cord injury (SCI) are:

3.3.1.1. Permanent neurological deficit as evidenced by an ASIA Impairment Scale score of A to D conducted as part of an assessment using ISNCSCI, and/or

3.3.1.2. Residual significant impact on the function of the autonomic nervous system (with particular reference to resultant bladder, bowel, infertility), as evidenced by a 0 score in any of the elements assessed by an appropriately qualified medical practitioner using the ISAFSCI.

3.3.1.3. The assessment closest to the date of application will be considered by the Authority, where there is more than one assessment.

3.4. CRITERIA FOR BRAIN INJURY

3.4.1. The criteria for brain injury are:

3.4.1.1. For adults and children over 8, a traumatic brain injury with:

PART 2—Eligibility criteria for participation in the Scheme

- a. a recorded Post-Traumatic Amnesia (PTA) of 7 days or more measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA as Gazetted by the Authority and/or
- b. A significant brain imaging abnormality;

And a score of 5 or less on any item in the FIM™.

3.4.1.2. For children aged 3 to 8 years, a traumatic brain injury with:

- a. a Glasgow Coma Scale (GCS) of less than 9 (assessed post resuscitation or on admission to Accident and Emergency) and/or PTA of 7 days or more, measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA and/or
- b. a significant brain imaging abnormality;

And a score 2 less than the age norm on any item on the WeeFIM® due to the brain injury.

3.4.1.3. For Children under 3 years of age, a medical certificate from a paediatric rehabilitation physician or a specialist that states the child will probably have permanent impairment due to the brain injury resulting in a significant adverse impact on their normal development.

3.5. CRITERIA FOR AMPUTATIONS

3.5.1. The criteria for amputations are:

3.5.1.1. A brachial plexus avulsion or rupture equivalent to an amputation, or

3.5.1.2. Single amputation of the following types:

- a. Forequarter amputation (complete amputation of the humerus, scapula and clavicle) or shoulder disarticulation; or
- b. Amputation of the lower limb through or above 65 per cent of the femur.

3.5.1.3. Multiple amputations - there is more than one of the following amputations of the upper and/or lower limbs:

- a. at or above 50 per cent of the tibia (lower limb);
- b. at or above the first metacarpophalangeal joint of the thumb and index finger of the same hand;

3.6. CRITERIA FOR BURNS

3.6.1. The criteria for burns (as evidenced by a burn impact of 50 points or more on the Greenwood Scale or similar clinically accepted assessment) are:

3.6.1.1. full thickness burns to at least 40% of the body or in the case of children aged 16 and under, 30% of the body, or

3.6.1.2. permanent inhalation burns causing long term significant respiratory impairment; or

3.6.1.3. full thickness burns to the hands, face or genital area.

3.6.2. For Lifetime Participation the criteria in 3.6.1 must be fulfilled AND

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- 3.6.2.1. if over 8 years of age at the time of assessment a score of 5 or less on any item in the FIM™ or WeeFIM; or
- 3.6.2.2. if aged from 3 to 8 years at the time of assessment a score 2 less than the age norm on any item on the WeeFIM®, or
- 3.6.2.3. for Children under 3 years of age, a medical certificate from a paediatric rehabilitation physician or a specialist that states the child will probably have permanent impairment due to the burns resulting in a significant adverse impact on their normal development.

3.7. CRITERIA FOR PERMANENT BLINDNESS

3.7.1. The criteria for blindness are:

3.7.1.1. Permanent legal blindness as demonstrated by:

- a. Visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or
- b. Field of vision is constricted to 10 degrees or less of arc around central fixation in the better eye irrespective of corrected visual acuity (equivalent to 1/100 white test object); or
- c. A combination of visual defects resulting in the same degree of visual loss as that occurring in (a) or (b) above.

4. MAKING AN APPLICATION

- 4.1. Initial applications to become a participant will be considered as soon as it is clinically apparent that the person has an eligible injury. However applications must be made within 3 years from the date of the relevant motor vehicle accident (s 25(7) Act) using the Authority's form (as updated from time to time and published on its website).
- 4.2. In exceptional circumstances the Authority may extend the time by 2 years.
- 4.3. The Authority requires the applicant when making an application to provide it with authorisation to obtain information and documents relevant to the injury, motor vehicle accident or motor vehicle.
- 4.4. The form must be signed and all required information attached. If the form does not contain the information necessary for the Authority to make its decision about eligibility, the applicant may be requested to provide the required information.
- 4.5. Where the insurer/ nominal defendant is the applicant, the insurer/ nominal defendant shall pay for and/or provide the medical assessment reports required to determine eligibility.
- 4.6. An applicant must comply with any reasonable request by the Authority to supply specified additional information or provide authorisation for the Authority to obtain specified additional information. This could be in circumstances where the Authority cannot make a decision about eligibility without this information. This information could include, but is not limited to:
 - 4.6.1. the Accident Notification Form, CTP Claim Form (if it has been completed) or other personal injury claim forms;
 - 4.6.2. ambulance or air ambulance/retrieval records;
 - 4.6.3. hospital records;
 - 4.6.4. treating doctor's reports;

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- 4.6.5. past medical, employment or school records;
- 4.6.6. records held by departments, agencies or instrumentalities of the Commonwealth, the State or another State, administering laws about health, police, transport, taxation or social welfare;
- 4.6.7. records held by insurance companies including WorkCover; or
- 4.6.8. police reports.

5. TIMING OF FIM™ OR WEEFIM® ASSESSMENTS – INITIAL APPLICATION TO SCHEME

- 5.1. The FIM™ or WeeFIM® assessment must be conducted within one month (before or after) of the date of the initial completed application to the Scheme. If more than one FIM™ or WeeFIM® assessment has been conducted, then the assessment closest to the date of the application must be used.
- 5.2. Prior to approving eligibility, the Authority may require that a FIM™ or WeeFIM® assessment is conducted by a person authorised in writing by the Authority for the purposes of the application.

6. CONSIDERATION OF AN APPLICATION

- 6.1. The Authority may require that the consideration of an application for eligibility be deferred until such time as the injury is sufficiently stable.

7. THE AUTHORITY'S DETERMINATION

- 7.1. The Authority will acknowledge all applications in writing within 14 days of receipt. The Authority may require information additional to that provided by the applicant in the Application Form.
- 7.2. The Authority will make its determination as soon as practicable, taking into account:
 - 7.2.1. the information on the Application Form;
 - 7.2.2. any information attached to the Application Form;
 - 7.2.3. any additional information that the Authority may request in order to make its determination.
- 7.3. The applicant will receive the Authority's determination in writing, including reasons for the decision.
- 7.4. When the Authority rejects an application for participation in the Scheme, the Authority will provide the applicant with information about the Authority's process for resolving disputes about eligibility to the Scheme and resolving disputes about motor vehicle accident injuries.

8. INTERIM AND LIFETIME PARTICIPATION TIMEFRAMES

- 8.1. Subject to the other provisions of this Rule, a participant should not remain an interim participant for more than two years, unless the Authority becomes satisfied based on expert medical advice that the injury has not stabilised and may reduce to a level below the relevant eligibility threshold. The maximum period for interim participation can be 3 years from the date of acceptance into the Scheme.
- 8.2. Assessment of lifetime participation for eligibility will occur once the Authority becomes satisfied that the injury has stabilised or at the request of the interim participant.
- 8.3. The Authority may make a decision regarding lifetime participation at any time where the lifetime impact of the impairment is apparent and meets the eligibility criteria.

PART 2—Eligibility criteria for participation in the Scheme

- 8.4. A child with a brain injury will not be assessed for lifetime participation until they are 6 years or older, unless the lifetime impact of the impairment is apparent and meets the eligibility criteria.

9. TIMING OF ASSESSMENTS – INTERIM PARTICIPANT

- 9.1. During the interim participation period, the Authority may require an assessment at any time regarding whether the participant's injury meets the eligibility criteria, but at no more than 6 monthly intervals. If the result of the assessment precludes eligibility then participation ceases from the assessment date and the Authority will notify the participant in writing and provide information regarding rights to review.
- 9.2. Where the decision of the Authority that the interim participant is now ineligible is disputed in accordance with Section 36, the person will be deemed to be a participant until the dispute is resolved in accordance with the Act.

10. REQUEST FOR LIFETIME PARTICIPATION

- 10.1. Any interim participant may request that the Authority make a determination on whether they are eligible, in accordance with the relevant criteria to become a lifetime participant in the Scheme.
- 10.2. The Authority will notify the eligible person and any other interested party if any additional information is required.
- 10.3. The FIM™ or WeeFIM® scores must be completed within 1 month (before or after) of the date of the request for lifetime participation.

11. NO REQUEST - LIFETIME PARTICIPATION

- 11.1. An interim participant can be transitioned to lifetime participation if the Authority is satisfied that the person is eligible for lifetime participation in the Scheme at any time during their interim participation.
- 11.2. If a participant does not request to become a lifetime participant, at least ninety days prior to the expiration of the maximum interim participation period, the Authority will consider their lifetime participation eligibility and may require the participant to undergo a medical assessment.

12. TIMING OF FIM™ OR WEEFIM® ASSESSMENTS –LIFETIME PARTICIPATION

- 12.1. The FIM™ or WeeFIM® assessment must be conducted within 1 month (before or after) of the date of a request from a participant or when the Authority requires it, in order to transition the participant to lifetime participation.

PART 3 RULES FOR DISPUTES ABOUT ELIGIBILITY FOR PARTICIPATION

1. BACKGROUND

- 1.1. This Part applies in relation to a dispute or proceedings under Part 5 Division 1 or 2 of the Act.
- 1.2. All dispute processes of the Authority shall apply the principles of natural justice and procedural fairness.

2. APPLICATION

- 2.1. A dispute application must be made to the Authority in writing.
- 2.2. The dispute application must include:
 - the applicant's name, address and contact details;
 - a clear statement that there is disagreement with the Authority's decision;
 - detailed reasons why there is disagreement with the Authority's decision;
 - any information or relevant reports.
- 2.3. If the applicant does not provide the above information, then the Authority may request that the applicant provide the information to the Authority before the application can proceed to be assessed.
- 2.4. The Authority will send a written acknowledgement of the application to the sender within 14 days of receipt.
- 2.5. A copy of the application will be provided to any other interested party within 14 days of receipt, after which time that party has 14 days in which to apply to become a party to the dispute and make a submission to the Authority on the application.
- 2.6. The applicant should be aware that any information provided to the Authority may be shared with any other party to the dispute.

3. FURTHER INFORMATION OR DOCUMENTATION REQUIRED

- 3.1. If the Authority is satisfied that further information or documentation is required in the application or is likely to assist in the resolution of the dispute, the Authority may:
 - 3.1.1. request that the information be provided within a period of up to 28 days; and
 - 3.1.2. process the application without the information, but only after the stated time above has passed for the submission of the information.
- 3.2. The Authority may obtain any relevant information as required.
- 3.3. The Authority may contact any of the applicant's treating health practitioners or service providers in order to clarify the issues in dispute or to assist with obtaining information relevant to the dispute.
- 3.4. At any stage during the dispute, the Authority may contact any of the applicant's treating health practitioners about health or physical safety issues that the Authority considers are urgent or serious.

PART 3—Rules for disputes about eligibility for participation

4. PARTIES TO A DISPUTE

4.1. All parties to a dispute will:

- receive a copy of the request to refer the dispute, and any other documents related to the dispute submitted to the Authority;
- receive a copy of the Authority's decision that is being disputed and any documents related to that decision that were submitted to the Authority, including the Application Form to the Scheme;
- have opportunity to make a submission or submissions in relation to the dispute; and
- receive the certificate issued by the review officer or expert review panel (as relevant depending on dispute type).

5. DISPUTES ABOUT NON MEDICAL MATTERS

5.1. Under section 34 of the Act, a dispute can be made in relation to

- a threshold determination under s 24 (1)(a) to (d) of the Act; or
- a determination of the Authority that results in the suspension of the participation of a person in the Scheme.

5.2. A dispute application must be received within 6 months of receipt of the Authority's decision referred to in rule 5.1 and, in accordance with section 34 of the Act, will be determined by a review officer.

5.3. The Authority may reject any such request if the Authority is satisfied that the request:

- does not establish that it relates to a dispute about threshold determination;
- has not been made by persons specified in section 33(2) of the Act.

6. DETERMINATION ISSUED BY THE REVIEW OFFICER

6.1. Under section 34 of the Act, a review officer is not bound by the rules of evidence and may adopt such procedures as the review officer thinks fit. However, the Authority expects that review officers will provide all parties with the opportunity to provide submissions in person or in writing.

6.2. The review officer must produce a written determination with reasons for the decision outlined in plain English within 14 days from completion of review proceedings. The Authority will provide the parties with these reasons.

6.3. Under Section 35 of the Act such a determination of a Review Officer may be appealed to the District Court.

7. DISPUTES ABOUT ELIGIBILITY

7.1. Under section 36 of the Act disputes relating to medical considerations on eligibility may be referred to an expert review panel by the Authority, or by notice to the Authority given:

- a. by or on behalf of an applicant; or
- b. by an insurer; or
- c. by the nominal defendant.

PART 3—Rules for disputes about eligibility for participation

8. EXPERT REVIEW PANEL

- 8.1. An expert review panel, consists of between one and three medical experts appointed by the Convenor under Schedule 1 of the Act.
- 8.2. An expert review panel procedures will be in accordance with Schedule 1 of the Act.
- 8.3. The expert review panel will give a certificate as to its determination setting out the reasons for the determination. The Authority will provide the parties with these reasons.
- 8.4. Further information on expert review panels is found in Schedule 1 of the Act.

PART 4 NECESSARY AND REASONABLE TREATMENT, CARE AND SUPPORT DECISION MAKING IN THE SCHEME

1. BACKGROUND

- 1.1 This Part applies for the purposes of Part 4 of the Act.
- 1.2 The Authority will only pay for necessary and reasonable treatment, care and support services that relate to the motor vehicle injury.

2. TREATMENT, CARE AND SUPPORT

- 2.1 The Authority will pay for the participant's necessary and reasonable treatment, care and support services related to the motor vehicle injury, where the Authority is satisfied that:
 - 2.1.1 there is clinical justification for services;
 - 2.1.2 there is evidence that the service is necessary and reasonable in relation to the motor vehicle injury;
 - 2.1.3 the service is likely to be effective and achieve or maintain a measurable functional improvement; and
 - 2.1.4 the service promotes progress towards functional autonomy, participation in community life and the economy.
- 2.2 Treatment care and support services are included in the bed day fee when the participant is an inpatient and therefore are not paid for separately.
- 2.3 Treatment, care and support are defined in Part 1 section 4 of the Act to include:
 - a. medical treatment, including pharmaceuticals;
 - b. dental treatment;
 - c. rehabilitation;
 - d. ambulance transportation;
 - e. respite care;
 - f. attendant care and support services;
 - g. aids and appliances;
 - h. prostheses;
 - i. educational and vocational training;
 - j. home and transport modification;
 - k. workplace modification;
 - l. such other kinds of treatment, care and support services as may be prescribed by the regulations; and
 - m. such other kinds of treatment, care and support or services as may be determined by the Authority (either generally, for specified classes of cases, or for a particular person).
- 2.4 There may be items that are related to the motor vehicle injury that are necessary and reasonable in the circumstances, but are not regarded as treatment, care and support services under the scope of the Act or regulations. In this case, the Authority will not pay for any such services or supports, but may work with participants,

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service providers and other authorities to facilitate access to such services where there may need to be congruence with treatment, care and support services funded by the Authority.

3. 'NECESSARY AND REASONABLE' CRITERIA

- 3.1 Each request for treatment, care or support will be dealt with on a case by case basis, and decided taking into account the 'necessary and reasonable' criteria below.
- 3.2 If a specific treatment, service or item of equipment is not the subject of a specific section in these Rules, the Authority may pay the costs of that service or equipment, if it is determined by the Authority to be necessary and reasonable in the circumstances.
- 3.3 In determining whether requests are 'necessary and reasonable' the Authority will consider a number of factors, including the following:
- A. benefit to the participant;
 - B. appropriateness of the service or request;
 - C. appropriateness of the provider;
 - D. cost effectiveness considerations; and
 - E. relationship of the service or request to the injury sustained in the accident.
- 3.4 Each of these factors involves a number of considerations detailed in A to E below. The Authority will weigh the different considerations for each factor in each individual circumstance. No one consideration is determinative or required, however the cumulative effect must be such that the factor under consideration could be said to be fulfilled.

A. BENEFIT TO THE PARTICIPANT

- 3.5 A proposed service will be considered by the Authority to be of benefit to the participant if:
- 3.5.1 it can be demonstrated that the proposed service relates to the participant's goals;
 - 3.5.2 the outcome of the service will progress or maintain the participant's recovery or participation;
 - 3.5.3 it is a service or related service which has been provided in the past with positive results or outcomes;
 - 3.5.4 the service has a specific goal or goals, and expected duration and expected outcomes or outcomes; and
 - 3.5.5 any potential risk is sufficiently offset by the expected benefits from providing the service.

B. APPROPRIATENESS OF SERVICE OR REQUEST

- 3.6 The proposed service will be considered by the Authority to be appropriate for the participant if:
- 3.6.1 it is consistent with the participant's current medical or rehabilitation management;
 - 3.6.2 it relates to the participant's goals in the Plan (if relevant);
 - 3.6.3 it is in keeping with current clinical practice, evidence based practice and/or clinical rules;
 - 3.6.4 a similar service is not currently provided;
 - 3.6.5 there is good evidence that the requested service is effective; and

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- 3.6.6 it is consistent with other services currently being offered or proposed;
- 3.6.7 the cost is reasonable in the context of the person's injury and severity assessment; and
- 3.6.8 if it is new or innovative, there is sufficient rationale for offering it and measures exist to quantify its outcomes.

C. APPROPRIATENESS OF PROVIDER

3.7 The proposed service provider will be considered by the Authority to be appropriate if they are:

- 3.7.1 qualified and appropriately experienced to provide the service;
- 3.7.2 registered with the Authority (if applicable);
- 3.7.3 appropriate considering the participant's age, ethnicity and any cultural and linguistic factors;
- 3.7.4 without conflicts of interest;
- 3.7.5 expected to be found acceptable by the participant; and
- 3.7.6 readily accessible by the participant.

D. COST EFFECTIVENESS CONSIDERATIONS

3.8 The proposed service will be considered by the Authority to be cost effective if:

- 3.8.1 consideration has been given to the long-term compared to the short-term benefits, taking into account evidence based practice, clinical experience and costs;
- 3.8.2 the cost of the proposed service is comparable to those charged by providers in the same geographical area or clinical area;
- 3.8.3 the service is required because other services or equipment are not available or not appropriate;
- 3.8.4 lease or rental costs of equipment or modifications have been carefully considered in comparison to purchase cost; and
- 3.8.5 any realistic alternatives to purchasing equipment/modifications have been considered, including the impacts of technology advances and changes to participant's needs over time.

E. RELATIONSHIP TO MOTOR VEHICLE INJURY

3.9 The proposed services will be considered by the Authority to be related to the motor vehicle injury if :

- 3.9.1 There is sufficient evidence to demonstrate that the service relates to the motor vehicle injury including exacerbation of pre-existing injuries or conditions; and
- 3.9.2 the impact of time since injury, subsequent injuries and co-morbidities have been taken into account.

4. TREATMENT, CARE AND SUPPORT SERVICE FUNDING EXCLUSIONS

- 4.1 These Rules may place limits on the provision of particular treatment, care and support services. The Authority may determine such monetary or other limits from time to time and publish any such determination in the Gazette and on its website.
- 4.2 The Authority will not pay for treatment, care and support services costing more than the maximum amount for

PART 4—Necessary and reasonable treatment care and support decision making in the Scheme

which the Authority is liable in respect of any claim for fees for services not provided at public hospitals, as published by the Minister in the Gazette under section 41(3), nor services or expenses that are not treatment, care and support under the scope of the Act, in particular under section 28(1), such as gratuitous services, ordinary costs of raising a child, services not provided by an approved provider or provided in contravention of these Rules.

- 4.3 The Authority will not pay for economic loss, capital items such as houses and cars, rent or bond for rental properties, treatment and rehabilitation services for other members of the participant's family; lost wages, maintenance and income support, assistance to keep a business open, such as paying for temporary staff to do a participant's job; additional expenses incurred during inpatient or outpatient treatment or rehabilitation (*such as food, laundry, newspapers and magazines*).
- 4.4 The Authority will not pay for experimental or non-established treatment where the Authority is not satisfied that:
- 4.4.1 peer reviewed journal articles demonstrate efficacy;
 - 4.4.2 interventions are widely supported by practitioners in the field;
 - 4.4.3 interventions have progressed past the early stages of clinical trial; or
 - 4.4.4 there is a Medical Benefits Schedule (MBS) item number (for medical treatment, procedures and surgery).
- 4.5 The Authority will not pay for medications that are prescribed off-label, that is, the intended use differs from that prescribed on the product information sheet or label (medications where the use differs from the form of dose, age, indication or route). An exception to this is the use of Botox in a manner that is clinically accepted for treating spinal cord and traumatic brain injury.

PART 5 TREATMENT, CARE AND SUPPORT NEEDS ASSESSMENT

1. BACKGROUND

- 1.1. This Part applies for the purposes of Part 4 Division 2 of the Act.
- 1.2. It is the intention of the Authority that the process of assessing a participant's treatment, care and support needs is interactive and ongoing. This allows for the accurate assessment and fluctuations in a participant's care and support needs and the ability to increase, or decrease, services where this is reasonable and necessary.

2. PROCEDURES FOR REQUESTING TREATMENT, CARE AND SUPPORT SERVICES

- 2.1. If services are requested by a participant or a service provider, the Authority will assess the request and issue a certificate.
- 2.2. Necessary and reasonable requests for service will only be approved if they relate to the participant's certified needs.
- 2.3. The Authority's procedures for requesting services are to be used by:
 - 2.3.1. participants;
 - 2.3.2. health professionals working in acute care, rehabilitation and in the community providing services to participants;
 - 2.3.3. service providers seeking to deliver services to participants;
 - 2.3.4. authority staff; and
 - 2.3.5. approved assessors engaged by the Authority.
- 2.4. The Authority may request that participants/ service providers complete the Authority's forms or provide additional information before a request can be processed.
- 2.5. Participants or service providers must give the Authority adequate documentation, outlining the reasons to support their requests, for treatment, care and support services. The Authority will use this information to make decisions on whether requests are necessary and reasonable and may seek further clarification and further documentation from the participant/ service provider if necessary.

3. AUTHORITY TO REQUIRE ASSESSMENT

- 3.1. To assess the participant's necessary and reasonable treatment care and support needs, the Authority may require the participant to undergo a medical examination or other examination by a health professional or other appropriately qualified person.
- 3.2. The Authority may require an assessment to determine whether the participant's treatment, care and support needs have changed at any time.
- 3.3. If the participant fails to comply with a requirement in section 3.1 without reasonable excuse, the participant will be suspended from the Scheme until the participant complies.

PART 5-- Disputes about participant's treatment care and support needs

4. CERTIFICATE OF PARTICIPANT SUPPORTS

- 4.1. The Authority may contact the participant for additional information or may also appoint assessors to complete the certificate.
- 4.2. When the Authority partially approves or does not approve a request, the Authority will:
 - 4.2.1. Provide the certificate to the participant and service provider within 14 days. The certificate will clearly outline the reasons why the Authority does not consider the request necessary and reasonable;
 - 4.2.2. Advise the participant and service provider in writing within 14 days of receipt of the request that it is partially approved or not approved; and
 - 4.2.3. Provide the participant with information on the Authority's process for resolving disputes about treatment, care and support needs.

PART 6 SUPPORT, ATTENDANT CARE AND DOMESTIC SERVICES

1. BACKGROUND

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The Authority recognises that there are benefits to participants being offered services in the community. The assistance of funded support staff may enable a participant to achieve and maintain health and wellbeing, enhance quality of life and provide opportunities to participate and contribute to social and economic life, respecting the abilities and the capacity of the individual.
- 1.3 These supports can also have the effect of providing participants and their family with respite.
- 1.4 The Authority will only pay for the necessary and reasonable expenses of support, attendant care and domestic services requested by or on behalf of the participant to meet the participant's assessed treatment, care and support needs.
- 1.5 The Authority may issue Guidelines regarding the appropriate level of support, attendant care and/or domestic services for different injury types and publish these on the Authority's website. Where such Guidelines are published, the Authority will use these as a guide to assessing necessary and reasonable levels of service.

2. SUPPORT SERVICES

- 2.1 Support services are those that are necessary and reasonable to enable participation in the community including (but not limited to):
 - 2.1.1 assistance with cognitive tasks of daily living such as communication, orientation, planning and task completion;
 - 2.1.2 community access;
 - 2.1.3 selecting and planning activities;
 - 2.1.4 establishing informal networks to reduce the need for formal (paid) services when engaging in activities;
 - 2.1.5 caring for dependents; and
 - 2.1.6 attending rehabilitation or medical appointments.
- 2.2 Some support services may be appropriately delivered by Assistance Dogs used to reduce reliance on human caregivers and to overcome social isolation.
- 2.3 The Authority's assessment of whether support services are necessary and reasonable takes into account the participant's abilities and care needs. The participant's Plan where available will also be considered when approving services to be provided.

3. ATTENDANT CARE SERVICES

- 3.1 Attendant care services are those that are necessary and reasonable to maintain health and wellbeing including (but not limited to):
 - 3.1.1 personal care (assistance to move around and take care of basic personal needs such as bathing, dressing, eating, toileting, grooming, fitting and use of aids and appliances, hearing and communication devices),

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- 3.1.2 therapy support to implement a therapy program under the guidance and supervision of a health professional.
- 3.2 Attendant care services may be provided when the participant is on weekend leave while in hospital or rehabilitation facility.
- 3.3 Factors impacting upon whether attendant care services are necessary and reasonable include the degree to which attendant care:
 - 3.3.1 facilitates participation in valued roles;
 - 3.3.2 is the appropriate service for the participant's age and circumstances, when compared with alternatives to meet the participant's care need;
 - 3.3.3 facilitates development of functional skills and roles;
 - 3.3.4 balances participant safety, dignity of risk and learning;
 - 3.3.5 reduces or eliminates the risk of harm to the participant or others; and/or
 - 3.3.6 is the least restrictive response to meet the participant's injury related needs.
- 3.4 Where a pre-existing injury or condition is exacerbated by the motor vehicle injury, the Authority will only pay for the additional services required as a result of the accident.
- 3.5 Attendant care services will not be provided in an unsafe environment or if the attendant care worker is placed at risk of harm,

For example lifting a participant where this has been assessed as a manual handling risk.

4. ATTENDANT CARE SERVICES FUNDING EXCLUSIONS

- 4.1 The Authority does not pay for:
 - 4.1.1 personal care, assistance with cognitive tasks of daily living, facilitating safe engagement in activities, therapy support or nursing services, whilst the participant is an inpatient in a hospital or during inpatient rehabilitation;
 - 4.1.2 services for an injury, condition or circumstance that existed before a motor vehicle accident or that are not a result of the motor vehicle accident;
 - 4.1.3 services for other members of the participant's family or household;
 - 4.1.4 travel expenses for the participant, their family or attendant care workers except to and from approved treatment, care and support services;
 - 4.1.5 services that replace parental responsibilities, such as the supervision of a young child.

5. DOMESTIC SERVICES

- 5.1 Domestic services are those that are necessary and reasonable to assist the participant with a variety of household services, including (but not limited to):
 - 5.1.1 meal preparation and associated tasks;
 - 5.1.2 cleaning, ironing and similar tasks involved in the everyday operation and maintenance of a household;

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- 5.1.3 routine home maintenance for the purposes of upkeep, that would usually have been undertaken by the participant (provided the participant is no longer able to carry out such repairs as a result of the motor vehicle accident);
 - 5.1.4 home maintenance to ensure safe and easy access;
 - 5.1.5 gardening where necessary to ensure safe and easy access – this will usually occur no more frequently than monthly intervals;
- 5.2 The Authority's assessment of whether domestic care services are necessary and reasonable will take into account what normal household tasks it is reasonable to expect other co-residents of the household to perform.
- 5.3 The Authority may consider paying the necessary and reasonable expenses of support or domestic services in place of some attendant care services in order to allow a domestic partner to meet a care need that is related to the motor vehicle injury. This will only be considered where the arrangement does not result in any increase in the total hours of support needed.

6. DOMESTIC SERVICES FUNDING EXCLUSIONS

- 6.1 The Authority will not pay for capital to effect ordinary household repairs.

For example, painting, fence repairs or plumbing.

7. SUPPORT, ATTENDANT CARE AND DOMESTIC SERVICES FOR PARTICIPANTS WHO ARE CHILDREN

- 7.1 Decisions as to the provision of support, attendant care and domestic services for a child participant will be made with reference to:
- 7.1.1 the care needs of a typically developing child at the same age; and
 - 7.1.2 the extent to which additional care needs are a result of the accident.
- 7.2 Services provided for children do not replace the usual care and supervision provided by a parent or paid for by a parent, such as babysitters, nannies, child care costs and out of school hours care and vacation care.
- 7.3 The role of an attendant care worker is to provide care services to the child participant and not to provide direct care or supervision to other family members such as the participant's siblings or children.
- 7.4 In the case of children, the Authority may consider paying the necessary and reasonable expenses of support or domestic services in place of attendant care services in order to allow the parent to meet a care need that is related to the motor vehicle injury

For example, when a child participant with behavioural needs, due to cognitive impairment, requires additional supervision beyond that which would be developmentally and behaviourally appropriate given the child's age, support or domestic services may be provided in place of attendant care to allow a parent to supervise the participant more closely than would be required given the child's age. Alternatively, in the same situation, child minding for the participant's siblings may be provided in place of attendant care to allow the parent to provide one-on-one supervision to the participant.

- 7.5 Documentation of the support or attendant care needs of a child participant, for tasks ordinarily provided by a parent or family member as part of their parental responsibilities, must include a description of why the assessed care needs of the child participant require the assistance of a support or attendant care worker.

For example, a ten-year-old participant who was previously supervised to walk to and from school by an older sibling, now requires the assistance of an attendant care worker due to cognitive and behavioural issues from the

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motor vehicle injury, because there is an increased need for supervision that is beyond the capabilities of the participant's sibling.

- 7.6 The presence of a support or attendant care worker to meet care needs related to the motor vehicle injury does not replace parental responsibility to supervise and provide non-injury related care to the child participant.

8. SUPPORT AND ATTENDANT CARE SERVICES FOR PARTICIPANTS WHO HAVE CARING RESPONSIBILITIES

- 8.1 The Authority may pay the necessary and reasonable expenses for support and attendant care services for participants with caring responsibilities for the purpose of assisting the participant to perform their role as a parent or caregiver when the need for this assistance is related to the motor vehicle injury. These services will only be provided for those caring roles where the participant lived with and provided care to an immediate family member before the motor vehicle accident and who continues to live with the participant at the time of the service.
- 8.2 Support and attendant care services for participants who have caring responsibilities will not be considered necessary and reasonable, if a suitable alternative, age appropriate caring option is available.
- 8.3 The Authority's assessment will also take into account what standard caring/child care tasks it is reasonable to expect other co-residents of the household to perform.
- 8.4 Payment of support and attendant care service expenses aims to assist the participant's autonomy and support them in their role as a parent and/or caregiver. The role of the support or attendant care service worker is to provide services to the participant. The presence of an attendant care or support worker for care needs related to the motor vehicle injury does not replace parental or caregiver responsibility.

For example, an attendant care worker may assist a participant to travel with their children to and from school, but is not solely responsible for taking the children to and from school.

- 8.5 The Authority may set a limit on providing these expenses as specified in the Schedule to these Rules.

9. ALTERNATIVES TO SUPPORT AND ATTENDANT CARE SERVICE PROVISION

- 9.1 The Authority will consider paying reasonable expenses of alternatives to support and attendant care services such as school holiday programs, child care and community based groups or community access programs. This will be considered when such alternatives are age appropriate, provide suitable support and are assessed as a cost effective alternative to meet the participant's treatment, care and support needs.
- 9.2 The Authority will not pay for everyday activity costs that are not related to the participant's treatment, care and support needs.

For example, swimming, music, gymnastics, ballet, drama.

10. SUPPORT AND ATTENDANT CARE TRAINING FOR FAMILY MEMBERS

- 10.1 The Authority recognises that family members often want to assist participants with personal care in addition to paid care providers, and that training may be beneficial to fully understand the care required and provide the most appropriate assistance and care, particularly where equipment, medical aids or manual handling may be required.
- 10.2 The Authority will pay for training of immediate family members or people who live with the participant if, in the opinion of the Authority, the training will assist the participant and family to achieve greater independence and/or cohesion and it represents a cost effective option.

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10.3 When deciding whether it is reasonable and necessary to pay for training in care provision to family members or people who live with the participant, the Authority will consider:

- 10.3.1 whether the training has been recommended by an appropriately qualified health or disability professional;
- 10.3.2 the preference of the participant for their care arrangements;
- 10.3.3 whether training has been provided before to the participant's carers;
- 10.3.4 the cost of training and whether it will lead to greater independence and/or cohesion for the family unit;
- 10.3.5 the risks associated with the proposed care provision; and/or
- 10.3.6 the availability of suitable training.

10.4 The Authority will not pay family members or others living with the participant to provide care services except in accordance with Part 8.

11. SUPPORT AND ATTENDANT CARE SERVICES WHEN THE PARTICIPANT IS AWAY FROM HOME

11.1 The Authority will pay the necessary and reasonable expenses of support and attendant care services for a participant when away from home, *for example, when on holiday or away from their usual place of residence*. This does not include nursing, support or attendant care services while the participant is in hospital or inpatient rehabilitation.

11.2 The Authority will consider paying necessary and reasonable expenses for support and attendant care services when the participant is away from home, additional to a participant's existing services in the following circumstances:

- 11.2.1 when continuity of support or attendant care is required, that is, when it can be demonstrated that a change would cause secondary care complications, behavioural complications, or may increase the need for care;
- 11.2.2 when the participant requires support and attendant care services to travel to and from their destination beyond that provided by airlines, boat, bus or rail systems; or
- 11.2.3 when there is an additional need for support or attendant care services or a change to service delivery when away from home because of the participant's level of function, accommodation environment, unfamiliar surroundings, unfamiliar routine or need to access additional equipment.

11.3 The Authority may require additional documentation of the care needs of the participant, in order to assess their needs for attendant care when away from home, in the following circumstances when:

- 11.3.1 additional support and attendant care hours are being requested for the duration of the participant's absence;
- 11.3.2 the participant will use a different support and attendant care provider from the one engaged to provide their regular attendant care; or
- 11.3.3 attendant care worker travel or accommodation expenses are being requested.

11.4 The Authority will pay the necessary and reasonable expenses of hire of equipment required for support and attendant care service provision, such as a hoist or shower commode, where it is not practical or reasonable to transport equipment from the participant's home to their destination.

11.5 The Authority will only pay reasonable expenses of any additional cost for recreational equipment hire that is required as a result of the motor vehicle injury.

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12. ATTENDANT CARE, SUPPORT AND DOMESTIC SERVICE FUNDING EXCLUSIONS

12.1 Attendant care while away from home does not include, without limitation:

- 12.1.1 expenses for recreational activities or recreational equipment, while the participant is away from home;
- 12.1.2 expenses for the participant's entry to tourist attractions or any other participation in activities relating to a holiday;
- 12.1.3 a participant's personal holiday expenses such as travel, meals and accommodation;
- 12.1.4 support or attendant care service worker travel expenses to accompany a participant to and from their destination, where a participant is assessed as being able to travel without a support or attendant care worker present and with the support provided by airlines, boat, bus or rail systems;
- 12.1.5 any participant travel expenses such as air, rail, bus or boat fares;
- 12.1.6 costs associated with international travel such as immunisation, passports or visas for the participant;
- 12.1.7 attendant care assistance for any tasks other than to meet an assessed care need; or
- 12.1.8 travel insurance or any other expenses associated with changes to travel plans for the participant.

PART 7 APPROVED PROVIDERS OF SUPPORT AND ATTENDANT CARE SERVICES**1. APPROVED PROVIDERS OF SUPPORT AND ATTENDANT CARE SERVICES**

- 1.1 This Part applies in relation to services referred to in Part 4 section 29 of the Act.
- 1.2 Services provided to participants in connection with their treatment, care and support needs for support and attendant care services must be provided only by approved providers.
- 1.3 The Authority will advertise at regular intervals (at least annually), for applications from support and attendant care service providers who seek approval as providers for the Scheme. Support and attendant care service providers must meet the criteria prescribed by the Authority for appointment. The Authority may also accept applications at any time.
- 1.4 The Authority will require that an approved attendant care provider hold the relevant Attendant Care Industry Association's recognised certification in the particular State or Territory such as the Australian Service Excellence Standards (ASES) or the South Australian Standards for Disability Services or the Attendant Care Industry Management System Standard (ACIMSS).
- 1.5 A participant may choose an available approved support and attendant care service provider from the Authority's list of approved support and attendant care service providers.
- 1.6 Except for the special circumstances below, the Authority will not pay expenses of support and attendant care services provided by persons who are not approved providers.

2. SPECIAL CIRCUMSTANCES

- 2.1 Special circumstances may include (but are not limited to) geographic isolation and cultural or religious reasons.
- 2.2 The Authority will consider whether any special circumstances exist on a case by case basis. It should not be assumed that an application for approval under this Part will necessarily be approved merely because it relates to a circumstance of the type referred to above.
- 2.3 In special circumstances, the Authority may approve, in writing, a suitable person as a support or attendant care service provider for a particular participant, for a limited time.
- 2.4 In such cases, the Authority requires a written application from the person or organisation seeking approval, which must include:
 - 2.4.1 their suitability to provide support and attendant services to the participant;
 - 2.4.2 the circumstances said to justify approval of those individuals or organisation to provide support and attendant care services to the participant;
 - 2.4.3 the participant's agreement to engage the proposed person or support and attendant service provider (if possible); and
 - 2.4.4 any such other information as the Authority may reasonably request.
- 2.5 Where the approval is for an individual, that person will be expected to take all reasonable steps to become employed through an Authority approved attendant care and support service provider to support a participant.
- 2.6 If granted, the Authority's written approval of an individual or organisation will set out the duration of the approval. The Authority will not pay expenses for support and attendant care services delivered before a provider has obtained written approval.

PART 7—Approved providers of attendant care and support services

3. FEES

- 3.1 The fees for support and attendant services payable by the Authority are those specified in the Authority's current Fee Schedule for approved providers and will be published, from time to time, in the Gazette.
- 3.2 In the exceptional circumstance that the Authority approves support and attendant services to be delivered by other approved individuals or a support and attendant service provider that is not currently approved, payment will be made according to the rates of payment set out in the letter of approval from the Authority.
- 3.3 The Authority will not pay expenses incurred by or on behalf of a participant when support and attendant services are delivered by a provider who is not approved in writing by the Authority.

PART 8 EQUIPMENT

1. BACKGROUND

- 1.1 This Part applies in relation to equipment referred to in section 4(1) of the Act.
- 1.2 The Authority will pay for equipment for participants where it is assessed as necessary and reasonable to meet a medical, rehabilitation or care and support need in relation to the motor vehicle injury.
- 1.3 Equipment may be provided to:
- 1.3.1 sustain or increase autonomy;
 - 1.3.2 sustain or increase participation in community and economic life;
 - 1.3.3 improve mobility;
 - 1.3.4 facilitate communication;
 - 1.3.5 relieve pain or discomfort;
 - 1.3.6 maintain health or prevent ill-health;
 - 1.3.7 sustain or facilitate a return to vocational, educational, or leisure activities; or
 - 1.3.8 increase the safety of the participant, their family, carers or service providers.

2. EQUIPMENT PRESCRIPTION

- 2.1 Equipment prescription is the process of selecting, trialling, modifying, evaluating and eliminating equipment to determine the most appropriate equipment. Equipment prescription is more detailed than a referral for equipment prescription or the identification of need for equipment.
- For example, a medical specialist may refer or recommend a participant be assessed for a wheelchair. However, the specifications of the wheelchair would be detailed by the equipment prescriber, for example an occupational therapist working at a seating clinic.*
- 2.2 Any request for equipment, other than equipment on the Discharge List (see 9 below), must be accompanied by an equipment prescription on the 'Equipment Request Form'. The equipment must be prescribed by a health professional or team of professionals appropriately qualified in prescribing that category of equipment. The level of experience required to prescribe equipment is determined by the complexity of equipment and the participant's abilities and care needs.
- 2.3 The completed Equipment Request Form must be accompanied by the following information:
- 2.3.1 identification of the specific model, type and cost;
 - 2.3.2 written confirmation that the participant has been consulted and agrees with the provision of the proposed equipment; and
 - 2.3.3 an implementation plan, including any associated training requirements, to ensure appropriate and safe use by the participant or other users, including any associated training requirements.

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3. EQUIPMENT REQUESTS

- 3.1 Before equipment is prescribed, it should be assessed as more appropriate than alternative therapies, treatments or management options.
- 3.2 The Authority will pay the necessary and reasonable cost of equipment if the Authority is satisfied that:
- 3.2.1 the participant's need for the equipment has been assessed by reference to their abilities and needs as related to the motor vehicle injury;
 - 3.2.2 the equipment has been successfully trialled, where possible, and the participant is able to safely use the equipment within the intended environment of use. Trials of equipment must be approved with the Authority before they are commenced; and
 - 3.2.3 the prescribed equipment is consistent with the participant's Plan (where available).
- 3.3 Once an equipment request has been received, the Authority will order equipment from the equipment suppliers on behalf of the participant, except for continence equipment/products and equipment available on the approved Discharge List.

4. EQUIPMENT FUNDING EXCLUSIONS

- 4.1 The Authority is not responsible for the provision of equipment if, in the opinion of the Authority:
- 4.1.1 the item is considered to be a general household or leisure item, *for example, ovens*. The Authority may pay for the cost-difference of any modification to the item or any additional features that are considered necessary and reasonable due to the motor vehicle injury;
For example, lowering an existing oven
 - 4.1.2 the equipment requires replacement due to neglect, abuse or misuse; or
 - 4.1.3 the piece of equipment is more expensive than an item that is strictly required to meet the participant's identified needs.

5. PARTICIPANT CONTRIBUTION TO EQUIPMENT

- 5.1 Participants may be required to contribute to the cost of equipment in cases where the equipment is only partially related to the participant's motor vehicle injury, or the item requested is beyond what is necessary and reasonable in relation to the participant's motor vehicle injury.
- 5.2 Where a participant makes a significant financial contribution towards the purchase of the equipment, the participant may become the owner of the equipment, at the discretion of the Authority.

6. OWNERSHIP OF AUTHORITY FUNDED EQUIPMENT

- 6.1 Equipment paid for by the Authority remains the property of the Authority unless an agreement is made with the participant regarding ownership.
- 6.2 The equipment will be made available to the participant for their sole use for as long as the participant needs the item, however, it must be returned to the Authority when no longer necessary.

7. MODIFICATIONS TO EXISTING HOUSEHOLD OR LEISURE EQUIPMENT

- 7.1 The Authority will pay for the necessary and reasonable cost of upgrading or modifying equipment that was owned

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by a participant prior to the motor vehicle accident, to enable the participant to access the equipment.

7.2 In circumstances where the cost of modification of existing equipment exceeds the cost of purchase and the equipment is necessary and reasonable, the Authority may fund the purchase of new equipment.

7.3 Where a modified household item or leisure equipment needs to be replaced due to normal wear and tear, the Authority will pay for the replacement of any injury-specific modifications or extras that cannot be transferred from that old equipment.

For example, a modified bed.

8. MAINTENANCE AND REPAIR OF EQUIPMENT

8.1 The Authority may require the participant to enter into an agreement that details the conditions of use, maintenance, insurance and ownership of equipment.

8.2 The Authority will pay for the cost of equipment:

8.2.1 maintenance and repairs resulting from normal wear and tear, if the equipment is funded and owned by the Authority;

8.2.2 routine maintenance as recommended by the manufacturer or to meet industry standards;

8.2.3 adjustments due to growth, or other change in the participant's abilities and need; and

8.2.4 repairs where the Authority has accepted partial liability for the purchase or modification of equipment, consistent with the level of the Authority's contribution to the purchase or modification of the equipment.

8.3 The Authority will replace equipment that has worn out as a result of normal use, if it is still required by the participant.

9. ORDER OF ROUTINE EQUIPMENT ON DISCHARGE

9.1 To facilitate a participant's discharge from hospital, providers/hospitals may order or provide certain types of equipment (as outlined below) directly from a supplier(s) approved by the Authority. Ordering from the discharge list does not require prior approval by the Authority. However, the participant must be verified as a participant of the Scheme before orders can be made from the list. The list is available from the Authority's website and includes:

9.1.1 aids to facilitate autonomy and/or safety in activities of daily living;

For example, dressing and grooming aids; adaptive cutlery/eating aids; bathing equipment

9.1.2 aids to facilitate autonomy and/or safety in instrumental activities of daily living;

For example, kitchen and meal preparation equipment

9.1.3 adaptive devices to facilitate autonomy and/or safety in transfers and mobility; and

For example, bed mobility aids; crutches/walking sticks/walking frames; sliding boards

9.1.4 low cost items to maintain skin integrity.

For example, sliding sheets; skin inspection mirrors

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10. CONTINENCE EQUIPMENT AND SUPPLIES

- 10.1 The Authority will provide continence supplies that relate to a continence need caused by the motor vehicle injury.
- 10.2 A referral for the initial prescription of continence equipment and supplies must be made by an appropriately qualified medical practitioner. Subsequent continence reviews do not require a referral from a medical practitioner, unless there is a change in management of the participant's condition.
- 10.3 The prescription of continence supplies must be completed by a registered nurse with appropriately qualified experience for continence prescription. The continence prescription should include the continence aid, the frequency of provision as per the recommended usage levels and the period of time for which the prescription applies. A review date based on the participant's needs should be set at the time of assessment.
- 10.4 The Authority may appoint a supplier(s) to provide approved continence equipment and supplies directly to the participant. In these circumstances a participant may order continence supplies as they are needed, providing the orders are within the usage recommended in the equipment prescription. If an item is ordered by a participant that is outside the prescribed list or the quantity recommended, the equipment supplier will need to seek prior approval to supply the item. Clinically appropriate product substitutions may be ordered without prior approval if the prescribed item is unavailable at the time of ordering.
- 10.5 The Authority will not pay for continence equipment where the participant is an inpatient, or where a bed fee includes the provision of this equipment.

11. BEDS/ MATTRESSES

The Authority funds the necessary and reasonable cost or contribution to the cost of the purchase of a bed where the need for the replacement mattress/bed is due to the participant's motor vehicle injury.

- 11.1 In deciding whether the Authority funds the total cost of a bed or, to determine the extent of contribution toward the reasonable cost of a bed, the Authority may consider:
- 11.1.1 the age of the participant's current bed;
 - 11.1.2 the condition of the participant's current bed; and
 - 11.1.3 the extent to which the need for a new bed is related to the motor vehicle injury; or
 - 11.1.4 whether the participant has obstructive sleep apnoea resulting from the motor vehicle injury.

For example, the Authority may pay for the cost of a hospital bed

- 11.2 The Authority will pay for the reasonable cost of a replacement mattress and/or bed of a size and type similar to the participant's pre-accident bed.

For example, a single bed/mattress would replace a single bed/mattress

- 11.3 If a participant requires a bed of a different size/type than their pre-accident bed, due to the injury sustained in the motor vehicle accident, the Authority will pay for the reasonable difference in cost between the participant's pre-accident bed and the cost of the new size/type of bed.
- 11.4 The Authority will not pay for antique bed replacements or repairs, waterbeds or waterbed heaters.

12. INFORMATION, COMMUNICATION AND ASSISTIVE TECHNOLOGY

- 12.1 The Authority will pay for electronic equipment recommended by an appropriately qualified professional with relevant experience, including modifications to electronic equipment, that are required, in the opinion of the

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Authority, as a result of the motor vehicle injury.

12.2 Where a participant has a substantially reduced capacity with speech, writing or reading as a result of their motor vehicle injury, the Authority will pay for communication devices.

12.3 The Authority will pay for a personal computer, when the participant does not currently own or have access to computer equipment, and the need is directly related to the motor vehicle injury.

12.4 The Authority will pay for an upgrade to a participant's personal computer equipment when it is necessary and reasonable to assist in independent communication.

12.5 Personal computer equipment may also be paid for to enable the participant to return to work or for a vocational retraining or education program.

For example, working remotely until they can access their workplace

12.6 The Authority may also provide personal computer equipment to increase a participant's functional autonomy in activities of daily living (*for example, shopping and money management*), where the participant:

12.6.1 lives in a remote location;

12.6.2 has a severe physical impairment; or

12.6.3 has a condition that inhibits the participant's access to the community or for social facilitation.

12.7 The Authority will pay for the necessary and reasonable cost of Internet access, where it is not otherwise available to the participant:

12.7.1 during a hospital inpatient stay when the participant is temporarily unable to access their workplace (unless this is provided by the hospital);

12.7.2 to access a short-term return to work program;

12.7.3 for an educational program; or

12.7.4 where it demonstrably reduces reliance on support or attendant care services.

13. ENVIRONMENTAL CONTROL EQUIPMENT

13.1 The Authority will pay for the necessary and reasonable cost of equipment for the purpose of environmental control. This includes equipment that requires physical or structural modification to the participant's home, which is outlined in Part 10 of these Rules.

14. PRESSURE CARE EQUIPMENT

14.1 The Authority will pay for the necessary and reasonable cost of pressure care equipment where a participant has been assessed as being at risk of pressure ulcer development or currently has a pressure ulcer, and this risk is directly related to their motor vehicle injury.

15. POSITIONING AND SEATED MOBILITY EQUIPMENT

15.1 The Authority pays for the necessary and reasonable cost, including the replacement cost, of wheelchairs and other mobility aids to enable participants to safely access their home, their workplace and the community.

15.2 The Authority will pay for positioning and seated mobility equipment when there is a motor vehicle injury related need to increase the participant's capacity or safety to participate in an activity. This includes activities such as:

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accessing the community, eating and drinking, sleeping, showering, toileting, study, travel by car, sitting or mobilising, and communicating.

16. ORTHOSES, FOOTWEAR AND WALKING AIDS

16.1 The Authority will pay for the necessary and reasonable cost, including the replacement cost, of orthoses, specialist footwear and walking aids to enable participants to safely access their home, their workplace and the community.

17. RESPIRATORY EQUIPMENT

17.1 The Authority will pay for the necessary and reasonable cost of respiratory equipment. Types of respiratory equipment may include:

- 17.1.1 invasive ventilation (tracheostomy);
- 17.1.2 non-invasive ventilation; and
- 17.1.3 associated electro-medical equipment and supplies.

17.2 The Authority may appoint a supplier(s) to provide approved ventilation, tracheostomy or other ostomy equipment directly to the participant.

17.3 In these circumstances a participant may order supplies as they are needed, providing the orders are within the usage recommended in the equipment prescription. If an item is ordered by a participant that is outside the prescribed list or the quantity recommended, the equipment supplier will need to seek prior approval to supply the item.

18. EQUIPMENT FOR EXERCISE AND FITNESS

18.1 The Authority will pay for the necessary and reasonable costs of exercise and fitness equipment when the equipment is prescribed by an appropriately qualified health practitioner. Justification should be provided as to why the exercise and fitness equipment is required and what other options have been considered and discounted.

18.2 To determine whether the costs are necessary and reasonable the Authority may require that:

- 18.2.1 the equipment is hired while the participant trials the activity; and
- 18.2.2 the purchase of exercise or fitness equipment only occurs once a successful trial has taken place and the participant has demonstrated commitment through regular use over a period of time.

19. EXERCISE AND FITNESS EQUIPMENT NOT FUNDED

19.1 The Authority will not pay for:

- 19.1.1 equipment that is available for use in another setting (such as a gymnasium) that is appropriate for the participant to access; or
- 19.1.2 equipment that is used by the participant solely in other environments.

For example, physiotherapists' rooms.

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20. EQUIPMENT FOR RECREATION OR LEISURE PURPOSES

20.1 The Authority will pay for the cost of equipment and/or specialised adaptations to equipment, to:

- 20.1.1 return a participant to a pre-accident recreational activity;
- 20.1.2 substitute a pre-accident recreational activity or for a new recreational activity; or
- 20.1.3 to commence a developmentally appropriate activity.

PART 9 HOME AND TRANSPORT MODIFICATIONS

1. HOME MODIFICATIONS

2. BACKGROUND

- 2.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 2.2 The Authority recognises that as a consequence of their motor vehicle injury, home modifications will be the preferred option for some participants to access their homes and live comfortably. In determining funding for home modifications, the Authority will consider the participant's short and long term living arrangements and all reasonable alternatives. This may include the provision and installation of equipment or relocation to a more appropriate residence, as well as home modifications to an existing residence.
- 2.3 The Authority will pay for the necessary and reasonable cost of home modifications for a participant who is residing in a new home or returning to their existing home for the long term.
- 2.4 All home modifications require prior approval in writing by the Authority.
- 2.5 The Authority's funding of modifications does not negate the responsibilities of another agency or department to provide them.

3. CONSENT

- 3.1 The participant should be involved in the decision making processes relating to their home modification and agree to any proposed modifications.
- 3.2 Agreement and permission from the home owner must be obtained in writing before the home modification process can proceed.

4. ENSURING THE HOME CAN BE MODIFIED

- 4.1 The Authority will first ensure that the participant's home is, in the opinion of the Authority, reasonably able to be modified. This will be assessed on several factors including, but not limited to:
- 4.1.1 access to and egress from the home;
 - 4.1.2 accessibility to all areas of the home;
 - 4.1.3 the safety of the participant, family members and attendant care workers;
 - 4.1.4 the ownership of the home;
 - 4.1.5 the cost and extent of the home modifications; and
 - 4.1.6 the participant's expected length of tenancy, if the home is rented.
- 4.2 If approvals are required from a local council and/or planning authorities, these must be obtained before any work may begin.
- 4.3 The Authority will not pay for home modifications for any residence or property that constitutes, is likely to

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constitute, or will result in, an illegal structure.

5. ASSESSMENT OF THE NEED FOR HOME MODIFICATIONS

- 5.1 The Authority will conduct a home assessment using both an appropriately qualified occupational therapist and builder, chosen by the Authority.
- 5.2 The assessment will include the participant's functional status and their proposed home environment.
- 5.3 The assessment should identify environmental barriers relating to the motor vehicle injury, including all options to overcome these barriers.

For example, non-structural home modifications should be considered as an option, if they enable an appropriate level of autonomy or safety for the participant and family and safety of support or attendant workers.

- 5.4 Recommendations for home modification must include clear clinical and practical justification as to why home modifications are necessary and reasonable, the outcomes to be achieved and the feasibility of the proposed home modification, compared with other alternatives such as relocation. The clinical justification must make reference to the relevant building codes and Australian Standards, particularly where deviations from these are required.

6. NECESSARY AND REASONABLE HOME MODIFICATIONS

- 6.1 Factors that the Authority will take into account when deciding if a home modification is necessary and reasonable include:
 - 6.1.1 the anticipated length of time that the participant will need home modifications and whether this need is likely to change;
 - 6.1.2 structural constraints. *(for example, size, surrounding terrain and condition of the home);*
 - 6.1.3 ownership of the property;
 - 6.1.4 permission of the owner or body corporate to temporarily or permanently undertake modification to the home;
 - 6.1.5 local planning regulations and building permits;
 - 6.1.6 length of lease of a rental property;
 - 6.1.7 anticipated period of occupancy of the home to be modified;
 - 6.1.8 the scale and cost of the proposed modifications when considered in conjunction with alternative residential options; and
 - 6.1.9 the Authority's ability to negotiate any necessary agreement or consent required on modifications with any external parties.
- 6.2 The Authority will assess whether home modifications are necessary and reasonable based on information contained in building modification project plans, reports from the home assessment completed by the occupational therapist and the builder, final modification costs and any other relevant information or reports.
- 6.3 The Authority may delay permanent modifications, where the motor vehicle injury is likely to change or improve. In these circumstances the Authority may approve temporary equipment or staged modifications to ensure the safety of the participant in the short term.
- 6.4 At times, the owner of the property, the participant and/or their legal representative or family member may desire

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additional building works, or higher cost finishes because of aesthetic, architectural or other reasons, which are more than is necessary and reasonable for the purposes of the Scheme. These works need to be quoted separately, agreed upon and the cost borne by the participant and/or property owner. Any such additional work should not affect participant access to or within the area being modified, or in any way adversely compromise the impact of any modifications that have been approved.

7. MINOR MODIFICATIONS

- 7.1 The Authority will pay for necessary and reasonable home modifications that cost less than the amount published in the Gazette by the Authority, irrespective of the type of residence or accommodation being modified, if the owner of the premises agrees to the proposed modifications and the home is able to be modified and the participant is expected to reside in the property for at least 1 year from the date which modifications are completed.

8. MODIFICATIONS TO A RENTAL PROPERTY

- 8.1 The Authority will pay up to the amount published in the Gazette for necessary and reasonable home modifications for participants in a rental property if the owner of the premises agrees to the proposed modifications.
- 8.2 If the participant moves out of a rental property, the Authority will pay for the necessary and reasonable costs of returning a rental property to its former state, when the costs:
- 8.2.1 are related to the services or modifications that were previously approved or installed by the Authority; and
 - 8.2.2 are related to the participant's motor vehicle injury.

For example, the Authority may pay for making good the removal of grab rails, wedge ramps or replacement of a shower screen or hob at the end of a long-term tenancy.

- 8.3 The Authority will only consider other costs relating to returning a rental property to its former state if they are necessary and reasonable, related to the motor vehicle injury and specifically requested by the owner.

For example, wear and tear to carpets as a result of wheelchair use.

- 8.4 The Authority will not pay for other costs associated with the end of a tenancy that are a condition of the lease, such as advertising costs associated with breaking a lease, steam cleaning of carpets or cleaning a property at the end of a tenancy.

9. MODIFICATIONS TO A HOME OWNED BY THE PARTICIPANT OR THEIR FAMILY

- 9.1 The Authority will pay for home modifications where:
- 9.1.1 the home to be modified is the principal place of residence of the participant or their family;
 - 9.1.2 the participant intends to remain living at that residence for the foreseeable future; and
 - 9.1.3 relocation to another residence, or a more suitable residence, is not an appropriate option for the participant or their family.
- 9.2 The Authority may seek an agreement with the participant or home owner for home modifications. The Agreement may require costs to be depreciated at 10% per year over ten years for home modifications above the amount published in the Gazette. In the case that the home is sold or the participant moves out within ten years of installation of a home modification above the amount published in the Gazette by the Authority, the owner must

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reimburse the Authority for any pro rata costs. Reimbursement will occur upon settlement.

10. TRANSITIONAL ACCOMMODATION

10.1 The Authority will pay for the costs of short-term transitional accommodation in limited circumstances.

For example, when a home modification is in progress

10.2 Transitional accommodation is defined by the Authority as accommodation required when:

- 10.2.1 the need for accommodation is related to the motor vehicle injury;
- 10.2.2 the participant's usual place of residence is not accessible due to the motor vehicle injury; and
- 10.2.3 there is no other existing suitable accommodation option.

10.3 The Authority pays for transitional accommodation for a maximum duration of 9 months. The Authority will fund transitional accommodation only for the first home modification.

10.4 In determining whether transitional accommodation costs are necessary and reasonable the Authority may consider:

- 10.4.1 whether discharge from hospital or inpatient rehabilitation is possible without home modification;
- 10.4.2 the length of time for completion of home modifications and whether home modifications are able to be staged to allow earlier access to the home;
- 10.4.3 whether the home to be modified is able to be occupied during the home modification process;
- 10.4.4 factors impacting on completion of the home modifications and the length of time that transitional accommodation is required (*For example, Council approval*);
- 10.4.5 the nature of the motor vehicle injury and whether the participant requires treatment, care and support services that would be required in the transitional accommodation setting and the suitability of the setting in which these services would be delivered; and
- 10.4.6 whether transitional accommodation is the most cost effective option compared to any other accommodation option when a home modification is in progress.

11. RELOCATION IF THE HOME IS NOT SUITABLE FOR MODIFICATION

11.1 If the home is unable to be cost-effectively modified and relocation is the most appropriate option, the Authority will pay for the necessary and reasonable costs of:

- 11.1.1 assistance to locate an appropriate home where the participant is unable to look for alternative properties, or does not have family or friends to assist them locate a suitable property.
- 11.1.2 professional assistance in order to identify suitable residential options for the participant and family:
For example, assessment of a property by an occupational therapist or an appropriately qualified person approved by the Authority
- 11.1.3 real estate agent fees;
- 11.1.4 advertising costs;
- 11.1.5 legal and conveyancing fees at both ends of the transaction;

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- 11.1.6 stamp duty;
- 11.1.7 Land Titles Office transfer fee;
- 11.1.8 cleaning costs associated with preparing a home for sale; and
- 11.1.9 furniture removal.

12. ASSISTANCE WHEN RELOCATING TO NEW HOME

12.1 When considering relocation to a new home, the Authority expects that the participant will locate a property that does not require substantial modification. The Authority does not consider it reasonable that a participant with significant functional limitations chooses to move to a home where substantial modifications need to be undertaken to allow them to reasonably access the home or parts of the home.

12.2 The Authority will only pay for modifications to a new home if the approximate cost of such modifications will not be greater than the amount published by the Authority in the Gazette, to enable the participant to access the following areas of the home:

- 12.2.1 necessary and reasonable access/egress;
- 12.2.2 a bathroom and toilet;
- 12.2.3 a bedroom;
- 12.2.4 a living/dining area; and
- 12.2.5 a kitchen (for participants who can fully or partially prepare their own food or beverages);

12.3 If the participant is seeking to purchase a new home which would require modifications, the Authority requires a current building report or strata report (for units/townhouses) and pest report be provided before purchase to ensure that the home is reasonably able to be modified. If such reports are not provided the Authority will not pay for home modifications after purchase. The cost of the building report or strata report, and pest report, will be reimbursed after the home is purchased.

13. SERVICE PROVIDERS FOR HOME MODIFICATIONS

13.1 Modifications will be approved on an as-needed basis. A quotation is required for works to deliver the proposed modifications.

13.2 All home modifications the Authority pays for must be provided by an appropriately qualified licensed builder or tradesperson who holds current registration as a company or as a business/sole trader.

13.3 The home modification must be in accordance with any quotation approved by the Authority and in accordance with the plans and job specifications submitted to the value of the approved quotation.

14. HOME MODIFICATION TO A SECONDARY HOME THAT IS LIVED IN CONCURRENTLY

14.1 The Authority will pay for the necessary and reasonable cost of basic access, such as ramps, rails, doorway widening and minor bathroom modifications for a secondary residence which is lived in concurrently by a participant.

For example, a participant who is a child may require a second home modification to stay at the residence of the parent who is not the primary carer, has joint custody or agreed regular overnight access visits in an agreement ratified by the Family Court or agreed to by both parents.

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14.2 In determining if modifications to a secondary residence are necessary and reasonable, the Authority will consider the nature and extent of any previous home modifications approved by the Authority, along with the anticipated amount of time that the participant is expected to spend in the secondary residence and the potential benefit of modifying the secondary residence.

15. SUBSEQUENT HOME MODIFICATION

15.1 The Authority recognises it may be necessary and reasonable to fund more than one home modification as the participant's circumstances change. Such circumstances may include, but are not limited to:

- 15.1.1 a participant living with others who becomes able to live independently, such as a young adult leaving home; or
- 15.1.2 deterioration in the participant's health as a direct result of the motor vehicle injury; or
- 15.1.3 a participant who may need to relocate in order to access employment or services more readily; or
- 15.1.4 other significant changes in the participant's personal circumstances such as marriage, separation or having children.

15.2 If subsequent home modifications are requested, the Authority will consider:

- 15.2.1 the extent of the requested modifications;
- 15.2.2 the age of the participant; and
- 15.2.3 the likely future circumstances of the participant.

16. REPAIRS AND MAINTENANCE

16.1 The Authority will pay for the necessary and reasonable cost of repairs and maintenance on home modifications funded by the Authority that are essential for participant access or safety. The Authority will consider funding the costs of repairs and maintenance for any additional wear and tear to a property that is a result of the motor vehicle injury

For example, damage to floorboards from wheelchair use

16.2 If costs for home modifications were not paid for in full by the Authority (for example, shared with the property owner), then the Authority will pay for the cost of repairs or maintenance proportional to the original costs paid.

16.3 The participant or property owner is responsible for any repairs and maintenance as a result of normal wear and tear (such as replacement of bathroom fittings/fixtures), for the upkeep of a residence (such as house painting) or maintenance of any additional works not funded by the Authority.

17. HOME MODIFICATIONS FUNDING EXCLUSIONS

17.1 The Authority will not pay for:

- 17.1.1 any home modifications undertaken without approval from the Authority;
- 17.1.2 home modifications required as a result of a condition that existed before a motor vehicle accident or that are not a result of a motor vehicle accident;
- 17.1.3 home modifications where the owner, body corporate or other responsible authority has not given permission for the modifications;

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- 17.1.4 the costs of modifications where the participant was advised that the home is unsuitable for modification and subsequently proceeded to purchase or rent the home;
- 17.1.5 the cost of more than one strata report, building report or pest inspection report;
- 17.1.6 costs of any repairs or maintenance issues identified in strata, building or pest inspection reports;
- 17.1.7 body corporate/strata fees;
- 17.1.8 council or water rates;
- 17.1.9 building or construction of in-ground or above-ground pools, spas or other aqua-therapy facilities;
- 17.1.10 insurance of the home in which the modifications have been installed;
- 17.1.11 any loss of value of any home resulting from any modifications to, or removal of modifications from, the home;
- 17.1.12 items that are normal household items (such as furniture or whitegoods, smoke alarms, surge protectors, towel rails, fans, lights, hot water services, security doors and windows) and are not related to the participant's need arising from the motor vehicle injury.

18. ROOM TEMPERATURE CONTROL EQUIPMENT

- 18.1 The Authority will pay for the cost of room temperature control equipment if the participant is unable to self-regulate their body temperature as a result of a motor vehicle injury, or if the lack of room temperature control causes secondary care complications.
- 18.2 For a participant with a complete spinal cord lesion at or above the level of T6, the Authority does not require the certification of a medical specialist for the provision of room temperature control equipment.
- 18.3 For participants, other than those who have sustained a complete spinal cord lesion at or above the level of T6, the Authority will require certification by an appropriately qualified medical specialist that the participant has an impaired or absent ability to regulate their body temperature which will not resolve, or causes significant secondary care complications.
- 18.4 Where an increase in the total consumption of gas or electricity can be shown to relate directly to the running of the room temperature control equipment, the Authority may contribute to the costs associated with the operation of room temperature control equipment if the participant is unable to self-regulate their body temperature as a result of a motor vehicle injury.
- 18.5 The Authority will calculate the costs associated with the operation of room temperature control equipment by considering:
- 18.5.1 the equipment to be operated and the difference in pre- and post-accident electricity or gas costs, based on the increase in kilowatt hours or cubic metres multiplied by the cost per unit.
For example, air-conditioner or heater
 - 18.5.2 the number and size of rooms to be heated/cooled;
 - 18.5.3 whether the room temperature control equipment is used by the participant alone and whether there is a mutual benefit for other household members;
 - 18.5.4 the proportion of the pre-accident utility accounts related to the participant's usage; and
 - 18.5.5 eligibility for energy concessions such as the pensioner concession card.

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18.6 Any change of domestic circumstances or prolonged absence from home will require a reassessment of the Authority's contribution rate to the operating costs.

18.7 The Authority may contribute to the costs associated with maintenance and repair of room temperature control equipment if the participant is unable to self-regulate their body temperature as a result of a motor vehicle injury. The Authority may pay a contribution to the reasonable costs of servicing, preventative maintenance and repairs of room temperature control equipment. The Authority will negotiate this contribution having regard to the equipment to be operated, e.g. air-conditioner or heater and the number and size of rooms to be heated or cooled.

18.8 Before the Authority will pay for any contribution to room temperature equipment, maintenance or running costs, the participant must have fully claimed and/or utilised any entitlement to grants or rebates.

19. ROOM TEMPERATURE CONTROL EQUIPMENT NOT FUNDED

19.1 The Authority will not pay for:

- 19.1.1 any room temperature control equipment that another agency or department is responsible for providing;
- 19.1.2 electricity service and supply charges;
- 19.1.3 the entire costs of electricity bills; or
- 19.1.4 prospective payments for electricity costs in advance.

20. VEHICLE MODIFICATIONS

21. BACKGROUND

21.1 The Authority will pay for the necessary and reasonable costs of modifications to a motor vehicle where, as a result of the motor vehicle injury, a participant reasonably requires modifications to travel as a passenger or drive a motor vehicle.

21.2 A participant is eligible for modifications to a motor vehicle if:

- 21.2.1 the participant has a physical, sensory and/or cognitive disability as a result of a motor vehicle accident which prevents them from safely driving, accessing or travelling as a passenger in an unmodified motor vehicle.
- 21.2.2 the modification would reduce or eliminate the need for a funded attendant carer to travel with the participant;
- 21.2.3 the participant owns or has access to a motor vehicle on a regular basis; and
- 21.2.4 the participant has been assessed by an appropriately qualified occupational therapist as requiring modifications to a motor vehicle.

21.3 In considering whether motor vehicle modifications are necessary and reasonable, the Authority will obtain advice on all suitable transport options and costs.

22. MOTOR VEHICLE MODIFICATIONS FUNDED BY THE AUTHORITY

22.1 All motor vehicle modifications require prior approval in writing from the Authority.

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22.2 The Authority will pay for the necessary and reasonable modifications to:

- 22.2.1 the participant's own motor vehicle,
- 22.2.2 the guardian's motor vehicle, in the case of a dependent child,
- 22.2.3 a shared-use motor vehicle where, prior to the accident, the use and costs of a motor vehicle were shared with a spouse or family member, or
- 22.2.4 a work motor vehicle if, prior to the motor vehicle injury, the participant had the use of a work motor vehicle, and the participant has returned to work post-accident and requires the use of the work motor vehicle, subject to the Authority receiving written permission from the owner of the motor vehicle.

22.3 The Authority may pay for modifications to more than one motor vehicle, if the Authority assesses such modifications as being necessary and reasonable.

22.4 The Authority will only pay for the cost of motor vehicle modifications for a driver where the participant's doctor or a member of the treating health care team, such as a qualified Occupational Therapy Driver Assessor, has confirmed in writing the participant's suitability to drive, if the participant is to be the driver;

22.5 The Authority will only pay for modifications to a motor vehicle that are commercially available features, when required as a result of the motor vehicle injury and the participant's motor vehicle does not already have this feature.

For example, automatic transmission or electric windows.

22.6 Modifications, other than minor modifications, must be completed in accordance with the applicable South Australian legislation in force at the relevant time.

For example, alternative controls for brake and accelerator, wheelchair hoist system, wheelchair restraining devices or wheelchair access ramp.

Minor modifications are those that do not alter the structure or safety of the motor vehicle.

For example, seatbelt buckles cover to enable a participant to travel safely in a vehicle or panoramic mirrors and fish eye mirrors.

22.7 The Authority will also pay for the necessary and reasonable cost of:

- 22.7.1 the assessment conducted by an appropriately qualified, occupational therapist of the need for vehicle modifications;
- 22.7.2 training the driver in the safe and correct use of vehicle modifications once fitted;
- 22.7.3 maintaining, repairing, transferring and replacing modifications; and
- 22.7.4 any additional insurance costs which are directly related to the participant's needs as a result of the motor vehicle injury.

23. FREQUENCY OF FUNDING MODIFICATIONS TO A MOTOR VEHICLE

23.1 The Authority considers it reasonable to pay for modifications to a motor vehicle no more than every 8 years, unless there is a change in the participant's medical condition which prevents the participant accessing the previously modified motor vehicle.

23.2 If the owner of a motor vehicle which has been modified by the Authority, wishes to purchase a replacement motor vehicle, the Authority may pay for the transfer of modifications that are not commercially available to the

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replacement motor vehicle if this is cost effective.

24. MOTOR VEHICLE MODIFICATIONS NOT FUNDED

24.1 The modified motor vehicle remains the property of the owner. All costs normally associated with motor vehicle ownership, including running costs and servicing, are the owner's responsibility.

24.2 The Authority will not pay for:

- 24.2.1 modifications to a motor vehicle for a circumstance or condition that existed before a motor vehicle accident or that is not a result of a motor vehicle accident; or
- 24.2.2 the outright purchase of a motor vehicle.

24.3 When considering motor vehicle modifications, the safety of the participant and driver or passenger/s of the vehicle is the paramount consideration. The Authority will not pay for modifications to a motor vehicle that do not comply with intent of the applicable Australian Standards, Australian Design Rules or *Road Traffic Act 1961* regulations or any other applicable laws of the State or Commonwealth.

PART 10 – ARTIFICIAL LIMB SERVICES

1. BACKGROUND

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The Authority will pay for the necessary and reasonable cost of prostheses, including recreational limbs, for a participant who has had an amputation as a result of the motor vehicle injury.

2. ARTIFICIAL LIMB SERVICES FUNDED BY THE AUTHORITY

- 2.1 Services can only be prescribed by service providers accredited under the South Australian Amputee Limb Service, Artificial Limb Scheme (SAALS) or the interstate equivalent, who oversee the funding of limb prosthesis.
- 2.2 The Authority will pay for the necessary and reasonable costs of prostheses for participants with an amputation where:
 - 2.2.1 prescriptions provided to the Authority are issued by prescribers accredited by the SAALS or their interstate equivalent;
 - 2.2.2 participants receive clinic services from clinics with SAALS or their interstate equivalent accreditation;
 - 2.2.3 services are provided by manufacturers accredited by SAALS or their interstate equivalent; and
 - 2.2.4 services are provided by prosthetists accredited by SAALS or their interstate equivalent.

PART 11 – EDUCATION SUPPORT SERVICES

1. BACKGROUND

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 Education and training support services aim to minimise the impact of the motor vehicle injury on the participant's education program, taking account of the participant's pre-accident condition. They are part of a participant's overall Plan (where applicable) and will be based on measurable learning and development outcomes.
- 1.3 The Authority will pay for educational support where, the support required relates to the motor vehicle injury, facilitates participant engagement with the curriculum, the educational community and activities and delivers educational outcomes.
- 1.4 The Authority may support the participant's commencement at, or return to, appropriate educational settings within:
 - 1.4.1 preschool;
 - 1.4.2 childcare, including before and after school care;
 - 1.4.3 primary, secondary and special schools; or
 - 1.4.4 higher education.
- 1.5 The Authority will consult with the participant and service providers to regularly review education or training support services to ensure they continue to meet the participant's abilities, needs and circumstances.

2. APPROVAL OF FUNDED EDUCATION SUPPORT SERVICES

- 2.1 To determine whether a participant is eligible for services under this part, the Authority may consider:
 - 2.1.1 the participant's pre-accident development and learning history;
 - 2.1.2 services which the participant accessed, was on the waiting list for, or was assessed as requiring prior to the motor vehicle accident;
 - 2.1.3 measurable changes in the participant's ability to engage in education and training as a result of their motor vehicle injury;
 - 2.1.4 assessment by an independent therapist, special educator, or other specialist professionals in child education and development; and
 - 2.1.5 existing education and training support that the participant is able to access.
- 2.2 Care and support services may include:
 - 2.2.1 social support;
 - 2.2.2 tutorial support;
 - 2.2.3 student aide or assistant;
 - 2.2.4 teacher training;

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- 2.2.5 transitional support;
 - 2.2.6 transport assistance;
 - 2.2.7 equipment (refer to the Part 11 Equipment);
 - 2.2.8 specialist support, such as therapists, special education or other professionals.
- 2.3 The Authority will pay for additional education and training care and support to cover a participant's learning missed during an absence from school or tertiary/vocational studies that is a result of motor vehicle injury.
- 2.3.1.1 *For example, due to a long hospital admission or continued absences for outpatient appointments.*
- 2.4 A provider who is appropriately qualified, may detail professional recommendations and advise whether the service is appropriate for the participant.

3. EDUCATIONAL SUPPORT SERVICES EXCLUSIONS TO FUNDING

- 3.1 The Authority will not pay for services that:
- 3.1.1.1 the participant is entitled to under any applicable State or Commonwealth legislation;
 - 3.1.1.2 are more appropriately funded through other persons, agencies or bodies as part of a common or universal service obligation; or
 - 3.1.1.3 are reasonable disability adjustments required under a law dealing with discrimination on the basis of disability.
- 3.2 The Authority will not generally pay for education expenses levied by any educational institution including school fees, fees for excursions or school camps, stationery and uniforms that are the responsibility of the parent or guardian.

PART 12 – VOCATIONAL SUPPORT SERVICES

1. BACKGROUND

- 1.1 This part of the Rules applies in relation to services under section 4(1) of the Act.
- 1.2 Vocational support services provide participants with individualised assistance to enable participation in employment. These necessary and reasonable services support a participant to transition into and sustain employment where these needs are additional to the needs prior to the motor vehicle injury and specifically required as a result of a person's functional impairment.
- 1.2.1.1 *For example, support to find paid work, consistent with the participant's abilities and needs, support to participate in the workplace and travel to and from work and support to sustain employment.*
- 1.3 The funding of vocational support (vocational pre-training, vocational training and retraining), will be considered where, in the opinion of the Authority, there is an evidence base that such support will enable participants to benefit from socialisation associated with employment participation and to obtain, and/or maintain employment.

2. VOCATIONAL SUPPORT SERVICES

- 2.1 Vocational support services enable a participant, through a combined and co-ordinated use of services, to minimise the impact of their injuries on their employment or other work-related activity. In the first instance, vocational support services should focus on returning participants to their original employment with their pre-injury employer/s.
- 2.2 Vocational support services are necessary and reasonable where:
- 2.2.1 there is an assessment and recommendation by an appropriately qualified vocational provider;
- 2.2.2 the service has been requested in writing by the participant who was involved in the decision making process and is willing to commit to the training program;
- 2.2.3 there is a defined, realistic vocational goal;
- 2.2.4 there are identifiable labour market opportunities on completion of the training; and
- 2.2.5 such support services increase the likelihood of a participant retaining employment in their workplace.
- 2.3 Additional factors that the Authority may consider when determining necessary and reasonable support services include, but are not limited to:
- 2.3.1 the participant's pre-accident occupation or career status;
- 2.3.2 alternatives to pre-vocational, vocational training or retraining;
- 2.3.3 whether the training is provided by an accredited training organisation and recognised within the relevant industry;
- 2.3.4 the cost and duration of the requested training;
- 2.3.5 previous training expenses paid by the Authority for the participant;
- 2.3.6 existing vocational support services that the participant is able to access; and

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2.3.7 whether similar costs would have been incurred by the participant as an ordinary life expense regardless of their motor vehicle injury.

2.4 With respect to training the Authority will pay for:

2.4.1 training course fees and compulsory student and administrative charges. Course fees will be payable on a semester at a time basis. Payment of subsequent semester fees will be dependent on successful completion of previous semester course requirements;

2.4.2 compulsory textbooks and materials;

2.4.3 travel expenses to and from the approved training; and/or

2.4.4 training missed during an absence from tertiary/vocational studies that is a result of the motor vehicle injury.

3. EXCLUDED VOCATIONAL SUPPORT, PRE-VOCATIONAL, VOCATIONAL TRAINING AND RETRAINING

3.1 The Authority will not pay for:

3.1.1 capital expenditure such as the costs of establishing and running a business;

3.1.2 services that the participant was receiving prior to the motor vehicle accident;

3.1.3 equipment that employers are required to provide to employees to meet Occupational Health and Safety requirements;

3.1.4 assistance to keep a business open, such as paying for temporary staff to do a participant's job;

3.1.5 wages subsidies for an employer;

3.1.6 standard furniture and other capital items associated with a participant's place of employment;

3.1.7 everyday living expenses associated with employment, such as clothing/uniforms or lunches;

3.1.8 phone calls, photocopying, stationery, meals at training venues and all other expenses associated with training;

3.1.9 costs of training courses that the participant had enrolled in or commenced prior to the injury;

3.1.10 training or other activities related to maintaining an existing qualification, licence, registration or accreditation once the qualification, licence, registration or accreditation has been obtained;

3.1.11 training that would be considered to form part of induction, ongoing skill maintenance or development that is within the responsibility of the employer or the participant to maintain their employment;

3.1.12 training associated with voluntary career changes or personal development.

3.2 The Authority will cease funding if:

3.2.1 the training or educational institution determines that the participant is guilty of serious academic misconduct;

3.2.2 the participant fails to maintain satisfactory academic progress as determined by the educational institution and the Authority.

PART 13 TEMPORARY OVERSEAS TRAVEL AND PARTICIPANTS LIVING OVERSEAS

- 1.1 This part of the Rules applies in relation to sections 52 of the Act.
- 1.2 The Authority recognises that participants may choose to travel overseas for a short period or live overseas.
- 1.3 A participant must inform the Authority of an absence from Australia at least 28 days before leaving Australia.
- 1.4 The Authority may choose on a case by case basis to pay the necessary and reasonable costs of care incurred by a participant while overseas or may suspend the participation in the Scheme while the person is absent from Australia.
- 1.5 Where the Authority approves such payments, it will provide the same level of funding for necessary and reasonable treatment care and support as would be planned for in Australia.
- 1.6 Where possible the Authority will work with the participant to help plan appropriate levels of service delivery during the temporary overseas travel period.

PART 14– SELF MANAGEMENT

1. BACKGROUND

- 1.1 This part of the Rules applies in relation to services under section 27(5) of the Act
- 1.2 Self-managed funding (also known as individualised funding) enables people with disabilities to have choice and control about the supports they receive.
- 1.3 A participant may choose to enter into an agreement to receive from the Authority an amount to cover expenses which the Authority has agreed are necessary and reasonable.
- 1.4 The agreement is to be in a form determined by the Authority.
- 1.5 The fixed period is to be determined by the Authority, taking into account the participant's wishes.
- 1.6 The amount paid by the Authority to the participant will satisfy any liability that would otherwise arise in relation to the matters to which the agreement relates.
- 1.7 The Authority is not liable for any taxation, social security or other financial issues arising from the participant opting to self-manage their funding.
- 1.8 The participant will spend the funds on the care and support services agreed with the Authority. The funds cannot be loaned or invested.
- 1.9 The Authority reserves the right to cancel, suspend or change the quantum of funding in cases of fraud by the participant or undue influence over the participant.

2. OPTIONS

- 2.1 Participants may choose a direct payment arrangement, (i.e. the self-managed funding allocation is paid directly into a bank account managed by the participant or their carer/guardian who then administers payments to service providers) or to use a host organisation (i.e. an approved agency that arranges services and manages the funding allocation).
- 2.2 Participants may choose to self-manage part or all of their funding for support services.

3. ELIGIBILITY

- 3.1 Self-managed funding is available to lifetime participants who have completed a participant Plan.
- 3.2 Self-managed funding is not available to lifetime participants if they are an insolvent under administration, or in the opinion of the Authority, it would create an unreasonable risk to the participant.

4. UNREASONABLE RISK

- 4.1 The Authority is to have regard to the following when evaluating whether or not allowing a participant self-management poses an unreasonable risk:
 - 4.1.1 whether material harm, including material financial harm, to the participant could result if the participant were to manage the funding for supports to the extent proposed, taking into account the nature of the supports identified in the Plan; and
 - 4.1.2 the vulnerability of the participant to:

Part 14 –Self management

4.1.2.1 physical, mental or financial harm;

4.1.2.2 exploitation;

4.1.2.3 undue influence.

4.2 The Authority will also consider:

4.2.1 the ability of the participant to make decisions and decision supports available to the participant;

4.2.2 the capacity of the participant to manage finances;

4.2.3 whether a court or a tribunal has made an order under Commonwealth, State or Territory law under which the participant's property (including finances) or affairs are to be managed, wholly or partly, by another person;

4.2.4 whether, and the extent to which, any risks could be mitigated by:

4.2.4.1 the participant's informal support network;

4.2.4.2 any safeguards or strategies the Authority could put in place through the participant's Plan.

4.3 The safeguards referred to above may include (but are not limited to):

4.3.1 setting a shorter period before the participant's plan is reviewed; or

4.3.2 providing funding for supports that would assist the participant to manage their own Plan.

For example, budgeting training.

5. AUDIT

5.1 Participants will be required to provide agreed reconciliations and accounts sufficient for the Authority to meet its fiduciary responsibilities.

PART 15 BUYING INTO THE SCHEME

1. BACKGROUND

- 1.1 This part of the Rules is made under sections 6 and 56 of the Act. An applicant who sustained a motor vehicle injury prior to the commencement of the Scheme may buy in to become a lifetime participant in the Scheme under the criteria specified in section 6 of the Act and the conditions below.
- 1.2 The Authority will calculate the amount required to provide services to meet the applicant's necessary and reasonable treatment, care and support needs as a result of the motor vehicle injury, for their lifetime. Buying into the Scheme is voluntary and will be subject to an agreement between the Authority and the applicant.

2. APPLICATION TO BUY IN

- 2.1 An application to buy into the Scheme can be made by or on behalf of the applicant. An application must be in writing and must be accompanied by sufficient information to allow the Authority to determine that the motor vehicle injury meets the criteria in the Rules and the applicant would have been eligible to participate in the Scheme, had their motor vehicle accident occurred after the applicable Scheme commencement date.
- 2.2 The Authority may refuse an application to buy into the Scheme if the injury does not meet the eligibility criteria in Part 2 of the Rules being the current version in force at the time of the application to buy in. If an application is denied, the applicant may dispute the Authority's decision about their eligibility to buy into the Scheme in accordance with Part 3.

3. HOW THE AUTHORITY CALCULATES COST TO BUY IN

- 3.1 The Authority requires information about the applicant's previous and current treatment, care and support needs in order to calculate the cost for buying in to the Scheme. This information includes, but is not limited to:
 - 3.1.1 the current age of the applicant, and their age at the time of injury;
 - 3.1.2 the nature and severity of the applicant's injury;
 - 3.1.3 current objective assessment of the applicant's functional status, for example, using the FIM™ or WeeFIM® and ASIA Impairment Scale Score for spinal cord injury;
 - 3.1.4 objective assessments of the applicant's previous and current treatment, care and support needs; and
 - 3.1.5 the nature, frequency and duration of services used to meet these treatment, care and support needs, including any variations in care needs during periods of transition.
- 3.2 The Authority may arrange for the applicant to be assessed in order for the above information to be obtained. The Authority funds the necessary and reasonable cost of any assessment/s required. A copy of the assessment/s will be provided to the applicant.

4. WHAT THE BUY IN AMOUNT INCLUDES

- 4.1 The amount determined by the Authority to buy into the Scheme will include:
 - 4.1.1 the full lifetime expenses in providing for the applicant's necessary and reasonable treatment, care and support needs as they relate to the eligible motor vehicle injury; and

Part 14 –Buying into the Scheme

- 4.1.2 the administrative and associated costs incurred by the Authority in managing the applicant as a lifetime participant in the Scheme and discounted by a reasonable amount to account for return on investment of the buy in amount.

5. THE AUTHORITY'S NOTIFICATION OF THE AMOUNT REQUIRED TO BUY IN

- 5.1 The Authority will notify the participant, in writing of the amount required for the participant to buy in, which includes information as to how the Authority has calculated the buy in amount.
- 5.2 The entire buy in amount will be paid to the Authority upfront.
- 5.3 The Authority will pay the buy in amount into the Lifetime Support Authority Fund (the Fund) in full, once received.
- 5.4 In exceptional cases the Authority may consider security over real property in lieu of cash payment after liquidation of personal assets to meet the buy in amount.

6. BUY IN AS A LIFETIME PARTICIPANT

- 6.1 After the participant has paid the buy in amount to the Authority in full, the Authority will write to the participant to confirm that they have become a lifetime participant and that the buy in amount has been paid into the Fund. The Authority cannot request any additional payments from the participant once a buy in amount has been paid.
- 6.2 Once the participant has become a lifetime participant, the participant has the same obligations and entitlements as any other lifetime participant in the Scheme.

PART 16 RULES FOR DISPUTES ABOUT PARTICIPANT'S TREATMENT CARE AND SUPPORT NEEDS**1. BACKGROUND**

- 1.1. This Part applies in relation to a dispute or proceedings under Part 5 Division 3 of the Act.
- 1.2. All dispute processes of the Authority shall apply the principles of natural justice and procedural fairness.

2. REASSESSMENT

- 2.1. If a participant disputes an assessment or any aspect of an assessment of treatment, care and support needs of the participant, they may request one reassessment in writing.
- 2.2. On receipt of the request the Authority will appoint an assessor who was not the original decision maker. The assessor will follow the same procedures as for an original assessment.
- 2.3. Prior to completing the reassessment, the assessor will provide an opportunity for the participant to explain why they dispute the original assessment.
- 2.4. The assessor may either confirm or vary the original assessment. If original assessment is varied, the Authority will certify the reassessment as if it were the original assessment under Part 5 of these Rules.
- 2.5. The participant will be provided with reasons for the assessment.
- 2.6. The reassessment must occur as soon as practicable and in any event within 28 days.
- 2.7. At any time the participant can apply directly for review by an expert review panel under section 38(3) of the Act, at which time any reassessment process will cease.
- 2.8. The reassessment duration will be added to the relevant time period under section 38(3) in relation to disputes.

3. FORM

- 3.1. An application for reassessment must:
 - 3.1.1. be in writing ;
 - 3.1.2. include a clear statement that there is disagreement with the assessment or aspects of the assessment; and
 - 3.1.3. include reasons why there is disagreement with the Authority's decision. If a treatment or service has not been approved by the Authority and is the subject of the dispute, the participant must outline the reasons as to why the request is necessary and reasonable.
- 3.2. The Authority may request that additional information is provided before the request is referred for reassessment if the reasons for the disagreement are unclear.
- 3.3. The Authority will send a written acknowledgement of the application to the participant within 7 days of receipt.

4. CERTIFICATE ISSUED BY ASSESSOR

- 4.1. The assessor will issue a certificate. The certificate will include written reasons for the decision and will be in the form approved by the Authority.
- 4.2. The Authority will send the certificate to the participant within 14 days of the reassessment.

Part 16 –Rules for disputes about participant’s treatment, care and support needs

5. APPLICATION TO EXPERT REVIEW PANEL

- 5.1. An assessment or reassessment can be disputed by a participant under section 38(3) of the Act.
- 5.2. An application may be made to the Authority for review of an assessment as defined in section 38(1) of the Act in relation to treatment, care and support needs.
- 5.3. The application must:
 - 5.3.1. be in writing on the Authority’s “Expert Review Panel Application” form available on the website;
 - 5.3.2. include a clear statement regarding which aspects of the assessment or reassessment are in dispute; and
 - 5.3.3. include clear and detailed reasons why there is disagreement with the Authority’s decision. If a treatment or service has not been approved by the Authority and is the subject of the dispute, the participant must outline the reasons as to why the request is ‘necessary and reasonable’ referring to the consideration factors outlined in Part 4 of these Rules.
- 5.4. An application can only be made after the Authority has notified the participant in writing as to the Authority’s assessment of their treatment, care and support needs as certified under section 30(3) of the Act.
- 5.5. An application for the Authority to refer the dispute under section 38(3) of the Act must be made by the participant within 28 days of receiving the Authority’s certificate of assessment.

6. EXPERT REVIEW PANEL

- 6.1. An expert review panel consists of between one and three medical experts appointed by the Convenor under Schedule 1 of the Act.
- 6.2. The expert review panel will give a certificate as to its determination setting out the reasons.
- 6.3. Further information on expert review panels is found in Schedule 1 of the Act.

Made by the Governor on 23 January 2014

ELECTORAL ACT 1985: PART 3, DIVISION 4

District Polling Places

PURSUANT to Section 18 of the Electoral Act 1985, I, Kay Marie Mousley, Electoral Commissioner, hereby abolish the polling places described in the notice contained on page 202 of the *South Australian Government Gazette*, dated 19 January 2012, and appoint the following places to be polling places for both the Legislative Council district of South Australia and for the House of Assembly districts as specified:

District of Adelaide

Adelaide, Adelaide Hospital, Adelaide South, Adelaide West, Nailsworth (S2), North Adelaide, North Adelaide East, Prospect, Prospect North (S1), Prospect South, Walkerville, Walkerville North (S1).

District of Ashford

Black Forest, Black Forest East, Camden Park, Clarence Gardens, Clarence Park, Daw Park (S3), Edwardstown (S2), Goodwood (S1), Keswick, Kurralt Park (S2), Melrose Park (S2), Novar Gardens, Plympton (S1), Plympton Park, Plympton West (S1), South Plympton (S2), South Plympton North, Westbourne Park (S2).

District of Bragg

Beaumont, Burnside, Crafrers (S1), Glen Osmond, Glenunga (S2), Kensington (S2), Kensington Park, Linden Park, Piccadilly, Rose Park, Summertown, Tusmore, Uraidla, Wattle Park.

District of Bright

Brighton, Hallett Cove, Hallett Cove East, Hallett Cove South, Marino, North Brighton, North Brighton West (S1), Seacliff, Somerton Park (S1), South Brighton.

District of Chaffey

Baramera, Berri, Cobdogla, Glossop, Karoonda, Lameroo, Loxton, Loxton North, Lyrup, Monash, Moorook, Nildottie, Paringa, Pinnaroo, Purnong, Ramco, Renmark, Renmark North, Renmark West, Swan Reach, Waikerie, Winkie.

District of Cheltenham

Albert Park, Cheltenham, Findon, Findon West, Pennington, Queenstown, Rosewater (S1), Royal Park (S1), Royal Park South (S1), Seaton (S2), Seaton Park (S2), St Clair (S1), Woodville Gardens (S3), Woodville South, Woodville West (S1).

District of Colton

Fulham, Fulham Gardens, Grange (S1), Henley Beach, Henley Beach South, Kidman Park, Lockleys (S1), Lockleys North (S2), Seaton Park (S1), Seaton West (S1).

District of Croydon

Allenby Gardens, Beverley, Brompton, Challa Gardens, Croydon, Croydon Park, Ferryden Park (S2), Flinders Park, Kilkenny, Renown Park, St Clair (S2), West Croydon, West Hindmarsh, Woodville Gardens (S1).

District of Davenport

Aberfoyle Park North (S2), Bedford Park, Belair (S2), Bellevue Heights, Blackwood, Blackwood Central, Coromandel Valley, Eden Hills, Flagstaff Hill, Flagstaff Hill East, Hawthorndene.

District of Dunstan

College Park, Kensington (S1), Kent Town, Klemzig (S2), Marden, Maylands, Norwood, Norwood West, St Morris, St Peters, St Peters West, Trinity Gardens, Vale Park.

District of Elder

Ascot Park, Daw Park (S1), Edwardstown (S1), Marion, Marion South, Melrose Park (S1), Mitchell Park, Mitchell Park South, Morphetville (S2), Oaklands Park (S2), Park Holme (S1), Park Holme South, South Plympton (S1), St Marys (S2), Warradale (S1).

District of Enfield

Blair Athol, Blair Athol North, Broadview, Clearview, Enfield, Enfield South, Ferryden Park (S1), Hampstead Gardens (S2), Kilburn, Mansfield Park (S1), Nailsworth (S1), Prospect North (S2), Walkerville North (S2), Woodville Gardens (S2).

District of Finniss

American River, Cape Jervis, Kingscote, Middleton, Mount Compass, Myponga, Parawa, Parndana, Penneshaw, Port Elliot, Second Valley, Sellicks Beach, Victor Harbor, Victor Harbor East, Victor Harbor South, Yankalilla, Yundi.

District of Fisher

Aberfoyle Park, Aberfoyle Park Central, Aberfoyle Park North (S1), Aberfoyle Park South, Cherry Gardens, Clarendon, Happy Valley, Happy Valley West, Reynella East, Woodcroft (S2).

District of Flinders

Arno Bay, Ceduna, Cleve, Coffin Bay, Cowell, Cummins, Darke Peak, Elliston, Karkoo, Kirton Point, Lock, Minnipa, North Shields, Poochera, Port Kenny, Port Lincoln, Port Lincoln Central, Port Lincoln South, Port Neill, Smoky Bay, Streaky Bay, Tumby Bay, Ungarra, Wangary, Warrambo, Wirrulla, Wudinna.

District of Florey

Gilles Plains (S1), Hope Valley North, Modbury, Modbury Heights, Modbury North, Modbury South, Modbury West, Para Hills East (S2), Para Vista (S2), Redwood Park (S2), Ridgehaven (S2), St Agnes West (S2), Valley View (S2), Wynn Vale West (S2).

District of Frome

Alford, Auburn, Balaklava, Blyth, Brinkworth, Bute, Clare, Crystal Brook, Georgetown, Gladstone, Laura, Lochiel, Manoora, Marrabel, Napperby, Port Broughton, Port Pirie, Port Pirie South, Redhill, Risdon Park, Risdon Park South, Riverton, Saddleworth, Snowtown, Solomontown, Tarlee, Watervale, Yacka.

District of Giles

Andamooka, Coober Pedy, Hawker, Iron Knob, Kimba, Quorn, Roxby Downs, Whyalla Central East, Whyalla Central West, Whyalla Norrie East, Whyalla Norrie North, Whyalla Norrie North-West, Whyalla Norrie South, Whyalla Stuart South, Whyalla Stuart West, Woomera.

District of Goyder

Ardrossan, Arthurton, Coobowie, Corny Point, Curramulka, Dublin, Edithburgh, Hamley Bridge, Hardwicke Bay, Kadina, Maitland, Mallala, Marion Bay, Minlaton, Moonta, Owen, Paskeville, Pine Point, Port Clinton, Port Victoria, Port Vincent, Port Wakefield, Stansbury, Two Wells (S1), Wallaroo, Wallaroo Mines, Warooka, Yorketown.

District of Hammond

Coomandook, Currency Creek, Goolwa, Goolwa Central, Jervois, Langhorne Creek, Milang, Murray Bridge, Murray Bridge East, Murray Bridge South, Murray Bridge West, Mypolonga, Ponde, Tailem Bend, Wellington, Woods Point.

District of Hartley

Campbelltown, Felixstow, Glynde, Hectorville, Hectorville South, Kensington Gardens, Magill, Newton (S2), Paradise West, Rostrevor South (S2), Trammere.

District of Heysen

Aldgate, Ashbourne, Bradbury, Bridgewater, Crafrers (S2), Echunga, Hahndorf, Kangarilla, Macclesfield, Meadows, Mount Barker (S2), Mount Barker South (S2), Mylor, Prospect Hill, Stirling, Stirling West, Strathalbyn, Upper Sturt, Woodchester.

District of Kaurna

Aldinga Beach, Aldinga Beach West, Christies Beach (S2), Maslin Beach, Old Noarlunga (S2), Port Noarlunga, Port Noarlunga South, Seaford, Seaford East, Seaford Rise.

District of Kavel

Birdwood, Brukunga, Callington, Charleston, Gumeracha, Harrogate, Lenswood, Littlehampton, Lobethal, Mount Barker (S1), Mount Barker Central, Mount Barker South (S1), Mount Torrens, Nairne, Oakbank, Woodside.

District of Lee

Birkenhead, Ethelton, Grange (S2), Largs Bay (S1), Largs Bay Central (S1), Royal Park (S2), Royal Park South (S2), Seaton (S1), Seaton West (S2), Semaphore, Semaphore Park, Semaphore Park South, Semaphore South, West Lakes Shore, Woodville West (S2).

District of Light

Andrews Farm (S2), Angle Vale (S1), Evanston, Evanston Gardens, Gawler, Gawler East, Gawler South, Gawler West, Hewett, Roseworthy, Sandy Creek (S2), Smithfield Plains (S3), Wasleys, Willaston.

District of Little Para

Craigmore South (S1), Elizabeth, Elizabeth East, Elizabeth Grove, Elizabeth North (S1), Elizabeth Park, Elizabeth South, Elizabeth Vale, Golden Grove, Greenwith West (S1), Hillbank, Salisbury Heights, Salisbury Park (S1).

District of MacKillop

Beachport, Bordertown, Coonalpyn, Coonawarra, Frances, Furner, Glencoe, Hynam, Kalangadoo, Keith, Kingston, Kybybolite, Lucindale, Meningie, Millicent, Millicent South, Mount Burr, Mundulla, Nangwarry, Naracoorte, Naracoorte South, Padthaway, Penola, Rendelsham, Robe, Southend, Tantanoola, Tintinara, Western Flat, Willalooka, Wolseley.

District of Mawson

Hackham (S1), Hackham West, Huntfield Heights, McLaren Flat, McLaren Vale, Noarlunga Downs, Old Noarlunga (S1), Onkaparinga Hills (S2), Willunga, Woodcroft (S1), Woodcroft West (S2).

District of Mitchell

Oaklands Park (S1), Old Reynella (S1), Reynella (S1), Seacombe Heights, Seaview Downs, Sheidow Park, Sheidow Park South, Sturt, Warradale (S2).

District of Morialta

Athelstone, Athelstone South, Cudlee Creek, Highbury (S1), Montacute, Newton (S1), Norton Summit, Paracombe, Paradise, Paradise East, Rostrevor, Rostrevor South (S1).

District of Morphett

Glenelg, Glenelg East, Glenelg East Central, Glenelg North, Glenelg South, Glengowrie, Morphettville (S1), North Brighton West (S2), Park Holme (S2), Somerton Park (S2), West Beach.

District of Mount Gambier

Carpenter Rocks, Compton, Glenburnie, Kongorong, Moorak, Mount Gambier, Mount Gambier East, Mount Gambier North, Mount Gambier Park, Mount Gambier West, Port MacDonnell, Suttontown, Tarpeena, Yahl.

District of Napier

Craigmore, Craigmore North, Craigmore South (S2), Davoren Park (S1), Elizabeth Downs, Elizabeth North (S2), Munno Para, Munno Para East, One Tree Hill, Smithfield, Smithfield Plains (S1).

District of Newland

Banksia Park, Fairview Park, Highbury (S2), Hope Valley, Houghton, Redwood Park (S1), Ridgehaven (S1), St Agnes, St Agnes West (S1), Surrey Downs, Tea Tree Gully.

District of Playford

Gulfview Heights (S2), Ingle Farm, Ingle Farm North, Para Hills East (S1), Para Hills West, Para Vista (S1), Pooraka, Pooraka North, Valley View (S1), Walkley Heights.

District of Port Adelaide

Largs Bay (S2), Largs Bay Central (S2), Mansfield Park (S2), Mawson Lakes, Mawson Lakes North, North Haven, Ottoway, Parafield Gardens (S1), Parafield Gardens Central (S2), Parafield Gardens North-West (S3), Port Adelaide, Rosewater (S2), Taperoo, Taperoo East.

District of Ramsay

Brahma Lodge, Parafield Gardens (S2), Parafield Gardens Central (S1), Parafield Gardens North-West (S1), Paralowie (S1), Salisbury, Salisbury Central, Salisbury Downs, Salisbury North (S1), Salisbury Park (S2).

District of Reynell

Christie Downs, Christie Downs East, Christies Beach (S1), Christies Beach North, Hackham (S2), Lonsdale, Morphett Vale, Morphett Vale East, Morphett Vale North, Old Reynella (S2), Onkaparinga Hills (S1), O'Sullivan Beach, Pimpala, Reynella (S2), Woodcroft West (S1).

District of Schubert

Angaston, Cambrai, Eden Valley, Forreston, Freeling, Greenock, Kersbrook, Keyneton, Lyndoch, Mannum, Moculta, Mount Pleasant, Nuriootpa, Palmer, Sandy Creek (S1), Sedan, Springton, Stockwell, Tanunda, Walker Flat, Williamstown.

District of Stuart

Blanchetown, Booborowie, Booleroo Centre, Burra, Cadell, Eudunda, Farrell Flat, Hallett, Jamestown, Kapunda, Leigh Creek, Melrose, Morgan, Orroroo, Peterborough, Point Pass, Port Augusta, Port Augusta Central, Port Augusta West, Port Germein, Robertstown, Spalding, Stirling North, Terowie, Truro, Willsden, Wilmington, Wirrabara.

District of Taylor

Andrews Farm (S1), Angle Vale (S2), Burton, Davoren Park (S2), Lake Windemere, Parafield Gardens North-West (S2), Paralowie (S2), Paralowie West, Salisbury North (S2), Smithfield Plains (S2), Two Wells (S2), Virginia.

District of Torrens

Dernancourt, Gilles Plains (S2), Greenacres, Greenacres North, Hampstead Gardens (S1), Highbury (S3), Hillcrest, Holden Hill, Klemzig (S1), Northfield, Northgate, Windsor Gardens East, Windsor Gardens West.

District of Unley

Fullarton, Glenunga (S1), Goodwood (S2), Millswood, Myrtle Bank, Parkside, Unley, Unley Park, Unley South, Wayville.

District of Waite

Belair (S1), Clapham, Colonel Light Gardens South, Daw Park (S2), Hawthorn, Kingswood, Mitcham, Netherby, Pasadena, St Marys (S1), Westbourne Park (S1).

District of West Torrens

Brooklyn Park, Brooklyn Park South, Cowandilla, Kurralta Park (S1), Lockleys (S2), Lockleys North (S1), Mile End, Netley, Plympton (S2), Plympton West (S2), Richmond, Torrensville, West Richmond.

District of Wright

Golden Grove Central, Golden Grove East, Greenwith, Greenwith West (S2), Gulfview Heights (S1), Salisbury East, Salisbury East North, Salisbury East South, Wynn Vale, Wynn Vale West (S1).

Polling places with 'S1', 'S2' or 'S3' denotes a shared polling location where more than one district polling booth will be established.

Dated 23 January 2014.

K. M. MOUSLEY, Electoral Commissioner

ECSA 145/2013

ELECTORAL ACT 1985: PART 9, DIVISION 5

Declared Institutions

PURSUANT to Section 83 of the *Electoral Act 1985*, I, Kay Marie Mousley, Electoral Commissioner, hereby revoke the Schedule of declared institutions on page 202 of the *Government Gazette* dated 19 January 2012 and pronounce the following as declared institutions:

THE SCHEDULE

Abbeyfield Society District of Barossa Inc.....	5 Memorial Drive, WILLIAMSTOWN, 5351
Acacia Court.....	81 Tapleys Hill Road, HENDON, 5014
ACH Group.....	5-11 Sirius Avenue, HOPE VALLEY, 5090
ACH Group—City Views Transition Care.....	Level 7, 103 Fisher Street, FULLARTON, 5063
ACH Group—Perry Park.....	26 River Road, PORT NOARLUNGA, 5167
ACH Group—Yankalilla Centre.....	175 Main South Road, YANKALILLA, 5203
ACH Group West Park.....	7 Partridge Street, GOOLWA, 5214
ACH Milpara.....	147 St Bernards Road, ROSTREVOR, 5073
All Hallows Court.....	56 Monmouth Road, WESTBOURNE PARK, 5041
Alwyndor.....	52 Dunrobin Road, HOVE, 5048
AM Ramsay Village.....	77 Seaview Road, PORT AUGUSTA, 5700
Amber Aged Care Inc.....	58 Avenue Road, PARADISE, 5075
Amber Lodge.....	4 Gordon Terrace, MORPHETTVILLE, 5043
Ananda Aged Care.....	2 Malken Way, FINDON, 5023
Ananda Aged Care Hope Valley.....	95-97 Awoonga Road, HOPE VALLEY, 5090
Andrewartha Aged Care.....	4 Gibb Road, ALDGATE, 5154
Angaston District Hospital.....	29 North Street, ANGASTON, 5353
Anglicare—Dutton Court.....	33 Catalina Road, ELIZABETH EAST, 5112
Anglicare—Grandview Court.....	4 Kangaroo Thorn Road, TROTT PARK, 5158
Anglicare SA.....	2-10 First Street, BROMPTON, 5007
Anglicare SA—St Laurences Court.....	56 High Street, GRANGE, 5022
Annie Lockwood Court.....	7 Newton Street, WHYALLA, 5600
Ardrossan Community Hospital Inc.....	37 Fifth Street, ARDROSSAN, 5571
Ashford Hospital.....	55 Anzac Highway, ASHFORD, 5035
Ashman Grove Residential Care.....	58 Chief Street, BROMPTON, 5007
Auscare at Unley.....	262 Cross Road, KINGS PARK, 5034
Balaklava Mill Court Homes.....	7 Railway Terrace, BALAKLAVA, 5461
Barossa Village Incorporated.....	1 Atze Parade, NURIOOTPA, 5355
Barunga Village Inc.....	11 Edmund Street, PORT BROUGHTON, 5522
Bellara Village.....	98 Newton Road, CAMPBELLTOWN, 5074
Bennett Aged Care Group—Valley View Aged Care.....	66 Nelson Road, VALLEY VIEW, 5093
Bethsalem Care.....	10 Education Road, HAPPY VALLEY, 5159
Boandik Lodge—Crouch Street Hostel.....	26 Crouch Street South, MOUNT GAMBIER, 5290
Boandik Lodge Inc.....	101 Lake Terrace East, MOUNT GAMBIER, 5290
Boandik Lodge Inc—St Mary’s Aged Care Facility.....	71 Boandik Terrace, MOUNT GAMBIER, 5290
Bordertown Memorial Hospital & Charla Lodge.....	23 South Terrace, BORDERTOWN, 5268
Brighton Aged Care.....	580 Brighton Road, SOUTH BRIGHTON, 5048
Bucklands Southern Cross Care.....	333 Marion Road, NORTH PLYMPTON, 5037
Bupa Aged Care Modbury.....	84 Reservoir Road, MODBURY, 5092
Bupa Campbelltown.....	1 Steele Street, CAMPBELLTOWN, 5074
Bupa Enfield.....	5 Bradford Court, ENFIELD, 5085
Bupa Morphettville.....	29-31 Austral Terrace, MORPHETTVILLE, 5043
Bupa Woodville.....	15 Rosemary Street, WOODVILLE WEST, 5011
Burnleigh Private Nursing Home.....	17 Robsart Street, PARKSIDE, 5063
Burnside Hospital.....	120 Kensington Road, TOORAK GARDENS, 5065
Calvary Central Districts Hospital.....	25-37 Jarvis Road, ELIZABETH VALE, 5112
Calvary North Adelaide Hospital.....	89 Strangways Terrace, NORTH ADELAIDE, 5006
Calvary Rehabilitation Hospital.....	18 North East Road, WALKERVILLE, 5081
Calvary Wakefield Hospital.....	300 Wakefield Street, ADELAIDE, 5000
Carmel Court Rest Home.....	39 Myall Avenue, KENSINGTON GARDENS, 5068
Charles Young Residential Care Centre.....	53-59 Austral Terrace, MORPHETTVILLE, 5043
Christies Beach Residential Care Services.....	50 Gulfview Road, CHRISTIES BEACH, 5165
Clare Hospital & Health Service.....	47 Farrell Flat Road, CLARE, 5453
Clayton Church Homes.....	43 Fisher Street, MAGILL, 5072
Clayton Church Homes Inc—Park Village.....	30 Shillabeer Road, ELIZABETH PARK, 5113
Coorong Health Service—Taillem Bend.....	74 Princes Highway, TAILLEM BEND, 5260
Copperhouse Court Hostel.....	43A Flinders Avenue, WHYALLA STUART, 5608
Country Health SA LHN—Port Augusta Hospital.....	71 Hospital Road, PORT AUGUSTA, 5700
Country Health SA Local Health Network Inc—Maitland Hospital.....	65 Robert Street, MAITLAND, 5573
Country Health SA Local Health Network Inc—Penola War Memorial Hospital.....	18 Church Street, PENOLA, 5277
Cummins & District Memorial Hospital.....	Tumby Bay Road, CUMMINS, 5631
Dunbar Homes Incorporated.....	11 Mawson Road, SALISBURY, 5108
Dutch Aged Care—NAASA.....	1 Madras Street, OAKLANDS PARK, 5046
ECH Ridgehaven.....	Gate 3 Hazel Grove, RIDGEHAVEN, 5097
ECH Smithfield Residential Care Centre.....	1 Warooka Drive, SMITHFIELD, 5114

Eldercare—Cottage Grove.....	150 Reynell Road, WOODCROFT, 5162
Eldercare—Sash Ferguson	8 Fletcher Road, MOUNT BARKER, 5251
Eldercare Allambi	86 Oaklands Road, GLENGOWRIE, 5044
Eldercare Elanora	Pioneer Street, STANSBURY, 5582
Eldercare Inc.....	17 Morrow Avenue, EVANSTON PARK, 5116
Eldercare The Lodge.....	14-20 King William Road, WAYVILLE, 5034
Eldercare The Village.....	Centenary Avenue, MAITLAND, 5573
Eudunda Hospital.....	40 Ward Street, EUDUNDA, 5374
Eudunda Senior Citizens Hostel.....	40 Ward Street, EUDUNDA, 5374
Falcon Lodge Retirement Village.....	695 Lower North East Road, PARADISE, 5075
Falling Waters.....	Lot 7 Langhorne Creek Road, STRATHALBYN, 5255
Flinders Medical Centre.....	Flinders Drive, BEDFORD PARK, 5042
Flinders Private Hospital.....	1 Flinders Drive, BEDFORD PARK, 5042
Fullarton Lutheran Homes Inc.....	14 Frew Street, FULLARTON, 5063
Fullarton Private Hospital.....	293-295 Fullarton Road, PARKSIDE, 5063
Gawler Health Service.....	21 Hutchinson Road, GAWLER EAST, 5118
Gawler Supportive Care	6 East Terrace, GAWLER EAST, 5118
Gilbert Valley Senior Citizens Homes.....	20 Masters Street, RIVERTON, 5412
Gleneagles Aged Care Facility.....	1099 Grand Junction Road, HOPE VALLEY, 5090
Glenside Health Services.....	226 Fullarton Road, GLENSIDE, 5065
Gloucester Residential Care Facility.....	25 Roopena Street, INGLE FARM, 5098
Griffith Rehabilitation Hospital	13 Dunrobin Road, HOVE, 5048
Gumeracha Hospital & Glenview Homes.....	2 Albert Street, GUMERACHA, 5233
Hahndorf Residential Care Services.....	1A Main Road, HAHNDORF, 5245
Hamley Bridge Memorial Hospital Inc.....	19 Albert Street, HAMLEY BRIDGE, 5401
Hampstead Rehabilitation Centre.....	207-255 Hampstead Road, NORTHFIELD, 5085
Harwin Estate.....	133 Frost Road, SALISBURY SOUTH, 5106
Hawksbury Gardens Aged Care Facility.....	8 Elmgrove Road, SALISBURY NORTH, 5108
Helping Hand Aged Care.....	Shackleton Avenue, INGLE FARM, 5098
Helping Hand Aged Care.....	49 Buxton Street, NORTH ADELAIDE, 5006
Helping Hand Aged Care.....	1 East Parkway, NORTHGATE, 5085
Helping Hand Aged Care—Carinya	17-19A Victoria Road, CLARE, 5453
Helping Hand Aged Care—Lealholme	15 Halliday Street, PORT PIRIE, 5540
Helping Hand Aged Care—Mawson Lakes.....	2 The Strand, MAWSON LAKES, 5095
Helping Hand Aged Care Parafield Gardens.....	437 Salisbury Highway, PARAFIELD GARDENS, 5107
Helping Hand Belalie Lodge.....	1-7 Cumnock Street, JAMESTOWN, 5491
Hills Mallee Southern Aged Care/Country Health SA, Mount Pleasant Campus.....	24 Hospital Road, MOUNT PLEASANT, 5235
Holly Residential Care Centre.....	16-24 Penneys Hill Road, HACKHAM, 5163
IBF Domus Operosa.....	367-379 Waterloo Corner Road, BURTON, 5110
Ibis Care Edenfield.....	20-36 Gardenia Drive, PARAFIELD GARDENS, 5107
James Brown Memorial Trust—Kalyra Belair Aged Care Facility	2 Kalyra Road, BELAIR, 5052
James Brown Memorial Trust Kalyra Woodcroft.....	54 Woodcroft Drive, MORPHETT VALE, 5162
James Nash House/Forensic Mental Health	140 Hilltop Drive, OAKDEN, 5086
Kalyra McLaren Vale Aged Care Facility.....	19 Aldersey Street, MCLAREN VALE, 5171
Kapara Aged Care Facility.....	80 Moseley Street, GLENELG SOUTH, 5045
Kapunda Hospital & Kapunda Homes	Nash Street, KAPUNDA, 5373
Kara House Nursing Home.....	Webb Street, CLARE, 5453
Kirribilli at Encounter Bay.....	150 Bay Road, ENCOUNTER BAY, 5211
Klemzig Residential Care Service	Leighton Avenue, KLEMZIG, 5087
Lambert Village.....	85-87 Gray Street, MOUNT GAMBIER, 5290
Leahurst Home for Aged Trained Nurses Inc.....	502 Magill Road, MAGILL, 5072
Lerwin Nursing Home.....	67 Joyce Street, MURRAY BRIDGE, 5253
LHI Retirement Services.....	24 Avenue Road, GLYNDE, 5070
LHI Retirement Services Residential Care Facility.....	1217 Grand Junction Road, HOPE VALLEY, 5090
Life Care Churches of Christ	Pridham Boulevard, ALDINGA BEACH, 5173
Life Care Roselin Court.....	251 Payneham Road, JOSLIN, 5070
Linsell Lodge.....	2-16 Cardigan Street, ANGLE PARK, 5010
Little Para Hostel.....	24-28 Wayford Street, ELIZABETH VALE, 5112
Lobethal & Districts Aged Homes Inc (Restvale).....	8 Woodside Road, LOBETHAL, 5241
Loxton Hospital Complex	Drabsch Street, LOXTON, 5333
Lyell McEwin Hospital.....	Haydown Road, ELIZABETH VALE, 5112
Mallala Community Hospital	Aerodrome Road, MALLALA, 5502
Marron Nursing Home.....	67 Porter Street, SALISBURY, 5108
Marten Residential Care Centre	110 Strathfield Terrace, LARGS NORTH, 5016
Martindale Aged Care.....	1 Duffield Street, GAWLER EAST, 5118
Mary MacKillop Care SA—Flora McDonald	206 Sir Donald Bradman Drive, COWANDILLA, 5033
Matthew Flinders Home Inc.....	61 Oxford Terrace, PORT LINCOLN, 5606
McLaren Vale & Districts War Memorial Hospital	Aldersey Street, MCLAREN VALE, 5171
Melaleuca Court Nursing Home.....	44 First Street, MINLATON, 5575
Mid Murray Homes For The Aged Inc.....	14 Adelaide Road, MANNUM, 5238
Millicent & District Hospital.....	Mount Gambier Road, MILLICENT, 5280

Minlaton Hostel for the Aged	1 South Terrace, MINLATON, 5575
Miroma Place Hostel	21 Tumbay Bay Road, CUMMINS, 5631
Mitcham Residential Care Facility	22 Harrow Terrace, KINGSWOOD, 5062
Mobilong Prison	434 Maurice Road, MURRAY BRIDGE, 5253
Modbury Hospital	41-69 Smart Road, MODBURY, 5092
Moonta Health & Aged Care Services	7-12 Majors Road, MOONTA, 5558
Mount Barker DSM Hospital	87 Wellington Road, MOUNT BARKER, 5251
Mount Carmel Hostel—Southern Cross Care	740 Torrens Road, ROSEWATER, 5013
Mt View Homes Inc	24 Arthur Street, BOOLEROO CENTRE, 5482
Murray Bridge Soldiers Memorial Hospital	Swanport Road, MURRAY BRIDGE, 5253
Naracoorte Health Service	101 Jenkins Terrace, NARACOORTE, 5271
Naracoorte Home for the Aged Inc.—Longridge Aged Care	900 Attiwill Street, NARACOORTE, 5271
Nerrilda Nursing Home	71 Stokes Terrace, PORT AUGUSTA, 5700
Noarlunga Hospital	Alexander Kelly Drive, NOARLUNGA, 5168
North Eastern Community Residential Aged Care	580 Lower North East Road, CAMPBELLTOWN, 5074
Oakwood Aged Care	6 Ellis Street, ENFIELD, 5085
Ocean Grove Brighton Supportive Care	39 Beach Road, BRIGHTON, 5048
Onkaparinga Lodge	28 Liddell Drive, HUNTFIELD HEIGHTS, 5163
Onkaparinga Valley Residential Care	38 Nairne Road, WOODSIDE, 5244
Orroroo Community Home	32 Fifth Street, ORROROO, 5431
Oxford Nursing Home (Eldercare Inc)	35 Hubert Street, HOVE, 5048
Para Hills Residential Care	50 Kesters Road, PARA HILLS WEST, 5096
Parkrose Village	34 Norman Terrace, EVERARD PARK, 5035
Parkwynd Private Hospital	137 East Terrace, ADELAIDE, 5000
Peninsula Residential Care Centre	8 Mine Street, KADINA, 5554
Pennwood Green	75-79 Hilltop Drive, OAKDEN, 5086
Pennwood Village	19 Windsor Avenue, PENNINGTON, 5013
Port Broughton District Hospital and Health Services	Bay Street, PORT BROUGHTON, 5522
Port Lincoln Health Services	Oxford Terrace, PORT LINCOLN, 5606
Port Pirie Regional Health Service	The Terrace, PORT PIRIE, 5540
Quorn Health Services	Hospital Road, QUORN, 5433
Regis Burnside Lodge	6 Booth Avenue, LINDEN PARK, 5065
Regis Playford	1 Wilton Street, DAVOREN PARK, 5113
Regis Sunset	9 Brenchley Grove, KINGSWOOD, 5062
Renmark Nursing Home & Country River Village	Murray Dyer Drive, RENMARK, 5341
Renmark Paringa District Hospital	Ral Ral Avenue, RENMARK, 5341
Repatriation General Hospital—Daw Park	Daws Road, DAW PARK, 5041
Resthaven—Malvern	43 Marlborough Street, MALVERN, 5061
Resthaven—Marion	10 Township Road, MARION, 5043
Resthaven Bellevue Heights	47 Eve Road, BELLEVUE HEIGHTS, 5050
Resthaven Craigmores	200 Adams Road, CRAIGMORE, 5114
Resthaven Inc	24 Elizabeth Street, MOUNT GAMBIER, 5290
Resthaven Inc	61 Silkes Road, PARADISE, 5075
Resthaven Leabrook	336 Kensington Road, LEABROOK, 5068
Resthaven Mitcham	48 Smith-Dorrien Street, MITCHAM, 5062
Resthaven Murray Bridge	53 Swanport Road, MURRAY BRIDGE, 5253
Resthaven Westbourne Park	30 Sussex Terrace, WESTBOURNE PARK, 5041
Ridleyton Greek Home for the Aged	89 Hawker Street, RIDLEYTON, 5008
Riverland General Hospital	Maddern Street, BERRI, 5343
Riverland Regional Health Service—Barmera	Hawdon Street, BARMERA, 5345
Riverview Lutheran Rest Home Inc	5 Luther Road, LOXTON, 5333
Rose Court Aged Care Facility	3 Grant Avenue, GILLES PLAINS, 5086
Ross Robertson Memorial Care Centre	19 Cornhill Road, VICTOR HARBOR, 5211
Royal Adelaide Hospital	North Terrace, ADELAIDE, 5000
RSL Care SA The War Veterans Home	55 Ferguson Avenue, MYRTLE BANK, 5064
RSL Villas	18 Trafford Street, ANGLE PARK, 5010
Salisbury Gardens	7 Salisbury Highway, SALISBURY, 5108
Salisbury Private Nursing Home	147 Frost Road, SALISBURY SOUTH, 5106
Sandhurst Private Residential Aged Care	7 Lancelot Drive, DAW PARK, 5041
Sandpiper Lodge—Southern Cross Care	35 Washington Street, GOOLWA, 5214
Sandringham Private Residential Care	150 Adams Road, CRAIGMORE, 5114
Semaphore Hostel	160 Military Road, SEMAPHORE, 5019
Semaphore Residential Care Centre	122 Esplanade, SEMAPHORE, 5019
Serene Residential Care	1 Myzantha Street, LOCKLEYS, 5032
Sheoak Lodge	Towers Road, MILLICENT, 5280
Skyline Residential Care Facility	40 Skyline Drive, FLAGSTAFF HILL, 5159
Snowtown Hospital and Health Service	South Terrace, SNOWTOWN, 5520
Somerton Residential Care Centre	Grainger Road, SOMERTON PARK, 5044
South Coast District Hospital	Bay Road, VICTOR HARBOR, 5211
Southern Cross Care—John Paul II Village	6A Dianne Street, KLEMZIG, 5087
Southern Cross Care—Labrina Village	63-71 Labrina Avenue, PROSPECT, 5082

Southern Cross Care—Lourdes Valley	18 Cross Road, MYRTLE BANK, 5064
Southern Cross Care—McCracken Views Residential Hostel	31 Adelaide Road, McCRACKEN, 5211
Southern Cross Care (SA & NT) Inc—Oaklands Park Lodge	393 Morphett Road, OAKLANDS PARK, 5046
Southern Cross Care (SA & NT) Inc—The Pines Lodge	342 Marion Road, NORTH PLYMPTON, 5037
Southern Cross Care Fullarton	345 Fullarton Road, FULLARTON, 5063
Southern Cross Care Gawler Village Hostel	6 Bellevue Court, GAWLER EAST, 5118
Southern Flinders Health—Laura Campus	Mill Street, LAURA, 5480
Sportsmed SA	32 Payneham Road, STEPNEY, 5069
Springfields Residential Care	8 Oakmont Court, SALISBURY EAST, 5108
St Andrew's Hospital	350 South Terrace, ADELAIDE, 5000
St Basil's Aegean Village Nursing Home	10 Morton Road, CHRISTIE DOWNS, 5164
St Joseph's House	22 Norman Street, PORT PIRIE, 5540
St Louis Nursing Home	21 Foster Street, PARKSIDE, 5063
St Margaret's Rehabilitation Hospital	65 Military Road, SEMAPHORE SOUTH, 5019
St Martins Aged Care Facility	18 Cudmore Terrace, MARLESTON, 5033
St Paul's Lutheran Homes	7 Braun Drive, HAHNDORF, 5245
St Raphael's Aged Care	2 Franciscan Avenue, LOCKLEYS, 5032
St Teresa Aged Care Facility	92 Robert Street, WEST CROYDON, 5008
Star of the Sea Home for the Aged	15 Elizabeth Street, WALLAROO, 5556
Stirling District Hospital	20 Milan Terrace, STIRLING, 5152
Strathalbyn & District Aged Care Facility and Kalimna	43 High Street, STRATHALBYN, 5255
Strathalbyn & District Health Service	14 Alfred Place, STRATHALBYN, 5255
Summerhill Inc	1144 Greenhill Road, URAIDLA, 5142
Sunnydale Supportive Care	247 Military Road, SEMAPHORE, 5019
Sutherland Court Retirement Village & Supportive Residential Facility	15-19 Woodville Road, WOODVILLE, 5011
The Adelaide Clinic	33 Park Terrace, GILBERTON, 5081
The Bentleigh Private Residential Care	421 The Parade, KENSINGTON GARDENS, 5068
The Boneham Cottage Homes Inc	82 Williams Road, MILLICENT, 5280
The Empress	8 Mellor Street, LOCKLEYS, 5032
The Eyre Peninsula Old Folks Home Inc	26 Flinders Highway, PORT LINCOLN, 5606
The Homestead of Walkley Heights	29 Homestead Avenue, WALKLEY HEIGHTS, 5098
The Italian Village	6 Mumford Avenue, ST AGNES, 5097
The Mannum District Hospital	Parker Street, MANNUM, 5238
The Memorial Hospital	Sir Edwin Smith Avenue, NORTH ADELAIDE, 5006
The Oaks Aged Care Facility	209 Ruwoldt Road, YAHL, 5291
The Philip Kennedy Centre	477-479 Military Road, LARGS BAY, 5016
The Queen Elizabeth Hospital	28 Woodville Road, WOODVILLE SOUTH, 5011
The Society of Saint Hilarion Inc	7 Kelly Avenue, SEATON, 5023
The Vales Aged Care Facility	60 States Road, MORPHEIT VALE, 5162
The Wentworth Private	39 Campus Drive, ABERFOYLE PARK, 5159
The Willochra Home	Allan Street, CRYSTAL BROOK, 5523
Trowbridge House Eldercare	9 Luhrs Road, PAYNEHAM SOUTH, 5070
Tumby Bay Hospital	8 Esplanade, TUMBY BAY, 5605
Uniting Care Wesley Port Adelaide—Wesley House Aged Care Facility	324 Military Road, SEMAPHORE PARK, 5019
Uniting Communities—Aldersgate Aged Care Facility	160 O.G. Road, FELIXSTOW, 5070
Uringa Hostel	13 Wibberley Street, TUMBY BAY, 5605
Viceroy Private Residential Care	27 Captain Robertson Avenue, GOLDEN GROVE, 5125
Villa St Hilarion—Fulham	21 Farncomb Road, FULHAM, 5024
Waikerie Health Service	1 Lawrie Terrace, WAIKERIE, 5330
Walkerville Residential Care Centre	160 Walkerville Terrace, WALKERVILLE, 5081
Warrina Court Hostel	57 Hill Street, CAMPBELLTOWN, 5074
Warrina Homes Inc	59 George Street, PARADISE, 5075
Wesley Uniting Care—Morpeth Nursing Facility	52 Esplanade, SEMAPHORE, 5019
West Beach Residential Southern Cross Care	655 Burbridge Road, WEST BEACH, 5024
Westminster Aged Care Facility	Cnr Fort Street & Sylvan Way, GRANGE, 5022
Whyalla Aged Care Inc—Yeltana Nursing Home	25 Newton Street, WHYALLA, 5600
Whyalla Hospital & Health Services	20 Wood Terrace, WHYALLA, 5600
Women's and Children's Health Network	72 King William Road, NORTH ADELAIDE, 5006
Woodville Residential Aged Care	2 Jelley Street, WOODVILLE, 5011
Wynwood Nursing Home	77 Sydenham Road, NORWOOD, 5067
Yorketown Hospital & Health Service	19 Waterloo Bay Road, YORKETOWN, 5576

Dated 23 January 2014.

K. M. MOUSLEY, Electoral Commissioner

ENVIRONMENT PROTECTION ACT 1993

Approval of Additional Collection Depots

I, ANDREA KAYE WOODS, Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 69 of the Environment Protection Act, 1993 (SA) ('the Act') hereby:

Approval of Additional Collection Depots(i) *Approval of Collection Depots:*

Approve the collection depots identified by reference to the following matters, to receive all containers belonging to a class of containers which is, at or subsequent to, the date of this Notice, approved as Category B Containers:

- (a) the name of the collection depot described in Column 1 of Schedule 1 of this Notice;
- (b) the name of the proprietor of the depot identified in Column 3 of Schedule 1 of this Notice;
- (c) the location of the depot described in Columns 4-6 of Schedule 1 of this Notice; and

(ii) *Conditions of Approval:*

Impose the following conditions of these approvals:

- (a) If the Approval Holder's name or postal address (or both) changes, then the Approval Holder must inform the Authority in writing, within 28 days of the change occurring.
- (b) If the collection depot is sold to another party, the Approval Holder must inform the Authority in writing, within 28 days of settlement.
- (c) The Approval Holder who wishes to cease operation of the depot shall notify the Authority in writing no less than 14 days from date of closing.
- (d) The Approval Holder, or a person acting on his or her behalf, must not pay a refund on, or seek reimbursement for, containers that the Approval Holder, or the person acting on his or her behalf, knows were not purchased in South Australia.
- (e) The Approval Holder must ensure that prominent signage is displayed, detailing the offence and the penalties under Section 69 the Act, for presenting interstate containers for refund.

SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Depot Name	Company/Trading Name	Proprietors	Depot Location Street	Depot Location Suburb	Certificate of Title No. Volume/Folio No.	Collection Area
Scout Recycling Edinburgh North	Scout Australia SA Branch (trading as Scout Recycling)	Scout Association of Australia SA Branch	Bellchambers Road	Edinburgh North	Vol. 5528, Folio 532	Metropolitan

ENVIRONMENT PROTECTION ACT 1993

Revocation of Collection Depot Approval

I, ANDREA KAYE WOODS, Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 69 of the Environment Protection Act 1993 (SA) ('the Act') hereby:

Revocation of Collection Depot Approval

Revoke the approval of the collection depot identified by reference to the following matters, which previously received all containers belonging to a class of containers that were approved as Category B Containers:

- (a) the name of the collection depot described in Column 1 of Schedule 1 of this Notice;
- (b) the name of the proprietor of the depot identified in Column 3 of Schedule 1 of this Notice;
- (c) the location of the depot described in Columns 4-6 of Schedule 1 of this Notice.

SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Depot Name	Company/Trading Name	Proprietors	Depot Location Street	Depot Location Suburb	Certificate of Title No. Volume/Folio No.	Collection Area
Scout Recycling Centre Elizabeth	Scout Australia SA Branch (trading as Scout Recycling)	Scout Association of Australia SA Branch	5 Ridgeway Road	Elizabeth	Vol. 4086, Folio 4	Metropolitan
Scout Recycling Centre Angle Vale	Scout Australia SA Branch (trading as Scout Recycling)	Scout Association of Australia SA Branch	207 Angle Vale Road	Angle Vale	Vol. 5760, Folio 170	Metropolitan

ENVIRONMENT PROTECTION ACT 1993

Approval of Category B Containers

I, ANDREA KAYE WOODS, Team Leader, Container Deposit Legislation and Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 68 of the Environment Protection Act, 1993 (SA) ('the Act') hereby:

Approval of Category B Containers

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; and
 - (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:
 - (i) '10c refund at collection depots when sold in SA', or
 - (ii) '10c refund at SA/NT collection depots in 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.

SCHEDULE

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
Beet It Passionfruit	750	Glass	AVO Trading Pty Ltd	Statewide Recycling
Faygo Black Cherry	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Faygo Cola	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Faygo Creme Soda Vanilla	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Faygo Grape Soda	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Faygo Moon Mist	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Faygo Red Drop	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Faygo Root Beer	355	Can—Aluminium	AVO Trading Pty Ltd	Statewide Recycling
Karamiz Malt Beer	330	Glass	AVO Trading Pty Ltd	Statewide Recycling
ADRA Australia Pure Spring Water	600	PET	Adventist Development & Relief Agency SA	Statewide Recycling
Jagermeister Raw	330	Can—Aluminium	Brown Forman Australia Pty Ltd	Statewide Recycling
Celebrate Health Organic Coconut Water	330	LPB—Aseptic	Celebrate Health Club Trading & Distribution Pty Ltd	Marine Stores Ltd
Cawston Press Kids Blend Apple & Mango	200	LPB—Aseptic	Club Trading & Distribution Pty Ltd	Flagcan Distributors
Cawston Press Kids Blend Apple & Pear	200	LPB—Aseptic	Club Trading & Distribution Pty Ltd	Flagcan Distributors
Artisan Reserve	355	Glass	Coopers Brewery Ltd	Marine Stores Ltd
Bulleit Batches Kentucky Buck Whiskey	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Dry Ginger & Orange Bitters 3.5%	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Bulleit Batches Kentucky Buck Whiskey	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Dry Ginger & Orange Bitters 5%	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Bundaberg Light & Seedy Passionfruit	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
White Rum 3.5%	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Bundaberg Light & Seedy Passionfruit	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
White Rum 4.5%	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Captain Morgan & Cola	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
J&B Mash Up Ginger Ale & Lemonade	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Smirnoff Ice Double Black Coconut & Pineapple & Soda	375	Can—Aluminium	Diageo Australia Pty Ltd	Statewide Recycling
Maximus Head On Beer Flavour	1 000	PET	Frucor Beverages Ltd	Statewide Recycling
V Kaboom Double Hit Guarana Energy Drink	500	Can—Aluminium	Frucor Beverages Ltd	Statewide Recycling
V Kaboom V Guarana Energy Drink	250	Can—Aluminium	Frucor Beverages Ltd	Statewide Recycling
Juicy Mango	250	PET	Jubba Super Mart	Statewide Recycling
Keshav Sweets Brahmi Badam	250	HDPE	Keshav Sweets Pty Ltd	Marine Stores Ltd
Keshav Sweets Kesar Badam	250	HDPE	Keshav Sweets Pty Ltd	Marine Stores Ltd
Keshav Sweets Milk Badam	250	HDPE	Keshav Sweets Pty Ltd	Marine Stores Ltd
Coca Cola	355	Glass	Manna Confectionery Pty Ltd	Statewide Recycling
Fanta Grape	355	Glass	Manna Confectionery Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
Fanta Orange	355	Glass	Manna Confectionery Pty Ltd	Statewide Recycling
Fanta Pineapple	355	Glass	Manna Confectionery Pty Ltd	Statewide Recycling
Fanta Strawberry	355	Glass	Manna Confectionery Pty Ltd	Statewide Recycling
Mountain Dew Call of Duty Game Fuel	355	Can—Aluminium	Manna Confectionery Pty Ltd	Statewide Recycling
Mountain Dew Electrifying Berry Game Fuel	355	Can—Aluminium	Manna Confectionery Pty Ltd	Statewide Recycling
Sprite	355	Glass	Manna Confectionery Pty Ltd	Statewide Recycling
Karlovacko Pivo Beer	500	Can—Aluminium	Marko Fine Beverages Pty Ltd	Marine Stores Ltd
Karlovacko Pivo Beer	330	Glass	Marko Fine Beverages Pty Ltd	Marine Stores Ltd
TMJ 100% Pure Australian Spring Water	600	PET	Massivejoes.com	Statewide Recycling
Mountain Goat Summer Ale	375	Can—Aluminium	Mountain Goat Beer Pty Ltd	Statewide Recycling
Nudie & Soda Apple & More Apple	330	Can—Aluminium	Nudie Foods Pty Ltd	Statewide Recycling
Nudie & Soda Apple Cucumber & Kiwifruit	330	Can—Aluminium	Nudie Foods Pty Ltd	Statewide Recycling
Nudie & Soda Apple Lemon & Ginger	330	Can—Aluminium	Nudie Foods Pty Ltd	Statewide Recycling
Nudie & Soda Coconut Water Apple Raspberry & Cranberry	330	Can—Aluminium	Nudie Foods Pty Ltd	Statewide Recycling
Nudie & Soda Orange Mango & Passionfruit	330	Can—Aluminium	Nudie Foods Pty Ltd	Statewide Recycling
Nudie Coconut Water Straight Up	330	LPB—Aseptic	Nudie Foods Pty Ltd	Statewide Recycling
Dry Finish Beer	355	Can—Aluminium	Onnuri Pty Ltd	Marine Stores Ltd
Hite Beer	330	Glass	Onnuri Pty Ltd	Marine Stores Ltd
Mojo Organic Perfect Passionfruit Kombucha	330	Glass	Organic & Raw Pty Ltd	Flagcan Distributors
TCC 100% Pure Coconut Water	600	PET	Oriental Merchant Pty Ltd	Statewide Recycling
Appleanche Premium Cider	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
Eighty 4 Premium Perry	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
Pearpples Premium Perry Cider	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
Perfect 5 Premium Perry	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
Rooted Premium Ginger Beer	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
The Berg Premium Perry	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
The Triumph Premium Perry	330	Glass	Paracombe Premium Perry	Marine Stores Ltd
Adnams Broadside Ale	500	Glass	Pinnacle Liquor	Marine Stores Ltd
Adnams Ghost Ship Pale Ale	440	Can—Aluminium	Pinnacle Liquor	Marine Stores Ltd
Duff Beer Premium Lager	355	Can—Aluminium	Pinnacle Liquor	Marine Stores Ltd
Oseberg Crushed Apple Cider	500	Glass	Pinnacle Liquor	Marine Stores Ltd
Oseberg Crushed Pear Cider	500	Glass	Pinnacle Liquor	Marine Stores Ltd
Oseberg Peach & Vanilla Flavoured Cider	500	Glass	Pinnacle Liquor	Marine Stores Ltd
Oseberg Strawberry & Lime Flavoured Cider	500	Glass	Pinnacle Liquor	Marine Stores Ltd
Sail & Anchor The Bloke Red Ale	640	Glass	Pinnacle Liquor	Marine Stores Ltd
Alicafe Classic	240	Can—Aluminium	Prime Foods Co.	Statewide Recycling
Alicafe Premium Gold	250	Can—Aluminium	Prime Foods Co.	Statewide Recycling
Alicafe Tongkat Ali	250	Can—Aluminium	Prime Foods Co.	Statewide Recycling
Oligo Chocolate Malt Drink	240	Can—Aluminium	Prime Foods Co.	Statewide Recycling
Spot 9 Isotonik Drink	325	Can—Aluminium	Prime Foods Co.	Statewide Recycling
Crodino Ginger	100	Glass	Rio Coffee Pty Ltd	Statewide Recycling
The Rocchetta Green Tea	1 500	PET	Rio Coffee Pty Ltd	Statewide Recycling
The Rocchetta Lemon Tea	1 500	PET	Rio Coffee Pty Ltd	Statewide Recycling
The Rocchetta Peach Tea	1 500	PET	Rio Coffee Pty Ltd	Statewide Recycling
VIS Lager	330	Glass	Rio Coffee Pty Ltd	Statewide Recycling
VIS Wheat Beer	330	Glass	Rio Coffee Pty Ltd	Statewide Recycling
Robe Town Brewery Amber Ale	330	Glass	Robe Town Brewery	Statewide Recycling
Robe Town Brewery Pale Ale	330	Glass	Robe Town Brewery	Statewide Recycling
Aqua Panna Natural Mineral Water	750	Glass	Siena Foods Pty Ltd	Statewide Recycling
Dreher Lemon Beer	330	Glass	Siena Foods Pty Ltd	Statewide Recycling
San Pellegrino Sparkling Sanbitter	100	Glass	Siena Foods Pty Ltd	Statewide Recycling
Fever Tree Club Soda	200	Glass	Southtrade International Pty Ltd	Flagcan Distributors

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
Fever Tree Ginger Ale	200	Glass	Southtrade International Pty Ltd	Flagcan Distributors
Fever Tree Ginger Beer	200	Glass	Southtrade International Pty Ltd	Flagcan Distributors
Fever Tree Indian Tonic Water	200	Glass	Southtrade International Pty Ltd	Flagcan Distributors
Fever Tree Lemonade	200	Glass	Southtrade International Pty Ltd	Flagcan Distributors
Fever Tree Mediterranean Tonic Water	200	Glass	Southtrade International Pty Ltd	Flagcan Distributors
Handcrafted Stone & Wood Jasper Ale	500	Glass	Stone & Wood Brewing Company	Statewide Recycling
Handcrafted Stone & Wood Lager	330	Glass	Stone & Wood Brewing Company	Statewide Recycling
Handcrafted Stone & Wood Pacific Ale	330	Glass	Stone & Wood Brewing Company	Statewide Recycling
Handcrafted Stone & Wood Pacific Ale	500	Glass	Stone & Wood Brewing Company	Statewide Recycling
Limited Release Stone & Wood Garden Ale	500	Glass	Stone & Wood Brewing Company	Statewide Recycling
Limited Release Stone & Wood Stone Beer	500	Glass	Stone & Wood Brewing Company	Statewide Recycling
Nu Aquos Peach Mango	591	PET	Superior Pty Ltd	Supplements Statewide Recycling
Nu Aquos Pomegranate Acai Blueberry	591	PET	Superior Pty Ltd	Supplements Statewide Recycling
Nu Aquos Watermelon	591	PET	Superior Pty Ltd	Supplements Statewide Recycling
Basil Seed with Honey	290	Glass	The Quang Pty Ltd	Statewide Recycling
Green Tea Drink with Basil Seed	290	Glass	The Quang Pty Ltd	Statewide Recycling
Lychee Drink with Basil Seed	290	Glass	The Quang Pty Ltd	Statewide Recycling
Malvanut Basil Seed Drink	290	Glass	The Quang Pty Ltd	Statewide Recycling
Pandan drink with Basil Seed	290	Glass	The Quang Pty Ltd	Statewide Recycling
Pennywort Drink	290	Glass	The Quang Pty Ltd	Statewide Recycling
Pomegranate Drink with Basil Seed	290	Glass	The Quang Pty Ltd	Statewide Recycling
Thai Tea Drink with Basil Seed	290	Glass	The Quang Pty Ltd	Statewide Recycling
Young Coconut Juice with Pulp	290	Glass	The Quang Pty Ltd	Statewide Recycling
Coles Diet Tonic Water Sparkling Mixer	1 250	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Coles Smart Buy Lemonade	2 000	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
LA Ice Cola	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
LA Maxi Ice Cola	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu Ceda Creaming Soda	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu Lido Lemonade	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu McSars Double Sarsaparilla	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu Orange Crush	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu Passion Crush	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu Pine Crush	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Tru Blu Pub Squash Lemon Soda Squash	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Waterfords Natural Mineral Water Diet Blood Orange	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Waterfords Natural Mineral Water Diet Lemon Lime Bitters	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Waterfords Natural Mineral Water Lemon Lime Orange	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors
Waterfords Natural Mineral Water Orange Mango	500	PET	Tru Blu Beverages Pty Limited	Flagcan Distributors

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2013

	\$		\$
Agents, Ceasing to Act as.....	48.50	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	32.25
Incorporation	24.50	Discontinuance Place of Business.....	32.25
Intention of Incorporation	61.00	Land—Real Property Act:	
Transfer of Properties	61.00	Intention to Sell, Notice of.....	61.00
Attorney, Appointment of.....	48.50	Lost Certificate of Title Notices	61.00
Bailiff's Sale.....	61.00	Cancellation, Notice of (Strata Plan)	61.00
Cemetery Curator Appointed.....	35.75	Mortgages:	
Companies:		Caveat Lodgement	24.50
Alteration to Constitution	48.50	Discharge of.....	25.75
Capital, Increase or Decrease of	61.00	Foreclosures.....	24.50
Ceasing to Carry on Business	35.75	Transfer of	24.50
Declaration of Dividend.....	35.75	Sublet.....	12.40
Incorporation	48.50	Leases—Application for Transfer (2 insertions) each	12.40
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each	35.75
First Name.....	35.75	Licensing	71.50
Each Subsequent Name.....	12.40	Municipal or District Councils:	
Meeting Final.....	40.50	Annual Financial Statement—Forms 1 and 2	677.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	481.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	96.50
First Name.....	48.50	Each Subsequent Name.....	12.40
Each Subsequent Name	12.40	Noxious Trade	35.75
Notices:		Partnership, Dissolution of	35.75
Call.....	61.00	Petitions (small).....	24.50
Change of Name.....	24.50	Registered Building Societies (from Registrar-General)	24.50
Creditors.....	48.50	Register of Unclaimed Moneys—First Name	35.75
Creditors Compromise of Arrangement	48.50	Each Subsequent Name	12.40
Creditors (extraordinary resolution that 'the Com-		Registers of Members—Three pages and over:	
pany be wound up voluntarily and that a liquidator		Rate per page (in 8pt)	308.00
be appointed').....	61.00	Rate per page (in 6pt)	407.00
Release of Liquidator—Application—Large Ad.....	96.50	Sale of Land by Public Auction.....	61.50
—Release Granted	61.00	Advertisements	3.40
Receiver and Manager Appointed.....	55.50	¼ page advertisement	143.00
Receiver and Manager Ceasing to Act	48.50	½ page advertisement	287.00
Restored Name.....	45.25	Full page advertisement.....	562.00
Petition to Supreme Court for Winding Up.....	84.00	Advertisements, other than those listed are charged at \$3.40 per	
Summons in Action.....	71.50	column line, tabular one-third extra.	
Order of Supreme Court for Winding Up Action	48.50	Notices by Colleges, Universities, Corporations and District	
Register of Interests—Section 84 (1) Exempt	108.00	Councils to be charged at \$3.40 per line.	
Removal of Office.....	24.50	Where the notice inserted varies significantly in length from	
Proof of Debts	48.50	that which is usually published a charge of \$3.40 per column line	
Sales of Shares and Forfeiture.....	48.50	will be applied in lieu of advertisement rates listed.	
Estates:		South Australian Government publications are sold on the	
Assigned	35.75	condition that they will not be reproduced without prior	
Deceased Persons—Notice to Creditors, etc.	61.00	permission from the Government Printer.	
Each Subsequent Name	12.40		
Deceased Persons—Closed Estates.....	35.75		
Each Subsequent Estate.....	1.60		
Probate, Selling of	48.50		
Public Trustee, each Estate	12.40		

All the above prices include GST

GOVERNMENT GAZETTE NOTICES

ALL private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to **Government Publishing SA** so as to be *received no later than 4 p.m. Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040. E-mail: governmentgazette@dpc.sa.gov.au*. Send as attachments in Word format. Please include date the notice is to be published and to whom the notice will be charged. **The Government Gazette is available online at: www.governmentgazette.sa.gov.au**.

MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 JULY 2013

Acts, Bills, Rules, Parliamentary Papers and Regulations					
Pages	Main	Amends	Pages	Main	Amends
1-16	3.00	1.40	497-512	41.00	40.00
17-32	3.90	2.45	513-528	42.00	40.75
33-48	5.15	3.65	529-544	43.50	42.00
49-64	6.50	5.00	545-560	44.75	43.50
65-80	7.55	6.30	561-576	45.75	44.75
81-96	8.80	7.30	577-592	47.50	45.25
97-112	10.00	8.60	593-608	48.75	46.75
113-128	11.20	9.90	609-624	49.50	48.50
129-144	12.60	11.10	625-640	50.50	49.00
145-160	13.80	12.40	641-656	52.00	50.50
161-176	15.00	13.60	657-672	53.00	51.00
177-192	16.40	14.80	673-688	54.50	53.00
193-208	17.60	16.30	689-704	55.50	53.50
209-224	18.60	17.20	705-720	57.00	55.00
225-240	19.90	18.40	721-736	58.50	56.00
241-257	21.40	19.50	737-752	59.00	57.50
258-272	22.60	20.60	753-768	61.00	58.50
273-288	23.70	22.40	769-784	62.00	61.00
289-304	24.80	23.30	785-800	63.00	62.00
305-320	26.25	24.70	801-816	64.50	62.50
321-336	27.25	25.75	817-832	65.50	64.50
337-352	28.75	27.00	833-848	67.00	65.50
353-368	29.50	28.50	849-864	68.00	66.50
369-384	31.25	29.50	865-880	69.50	68.00
385-400	32.50	31.00	881-896	70.00	68.50
401-416	33.75	32.00	897-912	71.50	70.00
417-432	35.00	33.50	913-928	72.00	71.50
433-448	36.00	34.75	929-944	73.50	72.00
449-464	37.00	35.50	945-960	74.50	73.00
465-480	37.50	36.75	961-976	78.00	74.00
481-496	40.00	37.50	977-992	79.00	74.50

Legislation—Acts, Regulations, etc.:

Subscriptions:	\$
Acts	252.00
All Bills as Laid	607.00
Rules and Regulations	607.00
Parliamentary Papers	607.00
Bound Acts	280.00
Index	140.00
Government Gazette	
Copy	6.65
Subscription	335.00
Hansard	
Copy	18.40
Subscription—per session (issued weekly)	525.00
Cloth bound—per volume	226.00
Subscription—per session (issued daily)	525.00
Legislation on Disk	
Whole Database	3 894.00
Annual Subscription for fortnightly updates	1 197.00
Individual Act(s) including updates	POA
Notice of Vacancies	
Annual Subscription	190.00
Compendium	
Subscriptions:	
New Subscriptions	2 306.00
Updates	814.00

(All the above prices include GST)

All Legislation, Government Gazette, Hansard and Legislation on disk are available from:

Counter Sales and Mail Orders: **Government Legislation Outlet**
 Service SA Customer Service Centre,
 Ground Floor—EDS Centre, 108 North Terrace, Adelaide, S.A. 5000
 Phone: 13 23 24 (local call cost), Fax: (08) 8204 1909
 Postal: G.P.O. Box 1707, Adelaide, S.A. 5001

Online Shop: www.shop.service.sa.gov.au

Subscriptions and Standing Orders: **Government Publishing SA**
 Plaza Level, Riverside Centre, North Terrace, Adelaide, S.A. 5000
 Phone: (08) 8207 1043, (08) 8207 0910, Fax: (08) 8207 1040

FISHERIES MANAGEMENT ACT 2007: SECTION 115

TAKE notice that pursuant to Section 115 of the Fisheries Management Act 2007, Peter Mansfield of Tribal Owners of the Coorong, Lower Lakes, River Murray and the Sea Incorporated, of 708 Seven Mile Road, Coorong, S.A. 5264 (the 'exemption holder') or a person acting as his agent, is exempt from the provisions of Sections 70 and 79 of the Fisheries Management Act 2007, in relation to taking Pipi along the Coorong Beach, Regulation 10 and Regulation 7, Clause 38 (a), Clause 48, Clause 49, Clause 50, Clause 55 (b), Clause 72, Clause 73 and Clause 122 of Schedule 6 of the Fisheries Management (General) Regulations 2007, but only insofar as the exemption holder may use the gear specified in Schedule 1 (the 'exempted activity') from the waters described in Schedule 2, subject to the conditions set out in Schedule 3, from 16 January 2014 until 16 January 2015, unless varied or revoked earlier.

SCHEDULE 1

1 x mesh/tribal net (the maximum length of which does not exceed 75 m, maximum depth of 5 m, minimum mesh size of 55 mm and a maximum mesh size of 150 mm)

SCHEDULE 2

Waters of the Coorong, Lower Lakes and Coorong coastal waters, including the River Murray Protected Area and Marine Parks.

SCHEDULE 3

1. The use of the gear prescribed in Schedule 1 is for traditional fishing purposes only.

2. The fish captured by the exemption holder may be retained subject to regulated size and bag limits and must not be sold. All undersized fish must be returned to the water immediately.

3. The use of gear prescribed in schedule one is required to be tagged with the exemption holders name, address, phone number and Exemption No. 9902671.

4. While engaged in the exempted activity the exemption holder must be in possession of a copy of this notice and such a notice must be produced to a PIRSA Fisheries Officer if requested.

5. 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 Marine Parks Act 2007. The exemption holder must comply with any relevant regulations, permits, requirements and directions from the Department for Environment, Water and Natural Resources when undertaking activities within a marine park.

Dated 15 January 2014.

PROFESSOR M. DOROUDI, Executive Director,
Fisheries and Aquaculture

GAMING MACHINES REGULATIONS 2005

NOTICE UNDER REGULATION 5B

Trading Round for Gaming Machine Entitlements

I, PAUL WHITE, Liquor and Gambling Commissioner, hereby establish a trading round for the purchase and sale of gaming machine entitlements. This trading round will be known as Trading Round 5/2014.

Offers to PURCHASE or SELL gaming machine entitlements in Trading Round 5/2014 are invited from persons eligible to do so in accordance with the Gaming Machines Act 1992 and the Gaming Machines Regulations 2005.

Sections of the Statutes Amendment (Gambling Reform) Act 2013 came into operation on 1 January 2014. As a result, the Adelaide Casino is now able to participate in the Approved Trading System.

The closing date and time for the submission of offers is:

Monday, 3 March 2014 at 5 p.m.

The determination of offers that are to be regarded as accepted (the Trading Day) will occur on Thursday, 3 April 2014.

An administration fee of \$100 (per entitlement) applies for Trading Round 5/2014 for the submission of offers to purchase entitlements. There is no fee for the submission of offers to sell entitlements.

Offers to PURCHASE or SELL gaming machine entitlements in Trading Round 5/2014 may only be made on the application forms available from the Consumer and Business Services website at www.cbs.sa.gov.au by following the 'Find a Gaming Machine Trading Round' link.

Application forms and supporting documentation should be submitted in a sealed envelope clearly marked 'Trading Round 5/2014' and may only be lodged:

In the Tender Box at:	or	By Mail at:
Consumer and Business Services Customer Service Centre (Concierge Desk) Chess House, 91 Grenfell Street, Adelaide, S.A. 5000		Consumer and Business Services Trading Round 5/2014 P.O. Box 3241, Rundle Mall, S.A. 5000

Applications received after the closing date and time (including those submitted by mail) will not be considered for inclusion in this trading round.

Applications forwarded by email or facsimile will not be accepted under any circumstances.

Trading Round Enquiries:

Phone: (08) 8204 9442 or

Email: gmetrade@agd.sa.gov.au.

Dated 23 January 2014.

PAUL WHITE, Liquor and Gambling Commissioner

GEOGRAPHICAL NAMES ACT 1991

Notice to Assign a Name to a Place

NOTICE is hereby given pursuant to the provisions of the above Act that I, MICHAEL BURDETT, Surveyor-General and Delegate appointed by Tom Koutsantonis, Minister for Transport and Infrastructure, Minister of the Crown to whom the administration of the Geographical Names Act 1991 is committed DO HEREBY assign the name ADELAIDE SHOWGROUND STATION to the new railway station on the Seaford railway line.

Copies of the plan for this naming proposal can be viewed at:

- the Office of the Surveyor-General, 101 Grenfell Street, Adelaide.
- the Land Services website at:
www.sa.gov.au/landservices/namingproposals

Dated 15 January 2014.

M. BURDETT Surveyor-General, Department
for Planning, Transport and Infrastructure

DPTI.2013/20143/01

HEALTH CARE ACT 2008

NOTICE BY THE MINISTER

Revocation of Authorised Person under Section 64

TAKE notice that I, Jack Snelling, Minister for Health and Ageing, pursuant to Section 64 (8) do hereby:

Fix the twenty third day of January 2014 as the date on which the authorisations under Part 7 Section 64 as set out in the Schedule to this notice will be revoked.

Dated 13 January 2014.

JACK SNELLING, Minister for Health and Ageing

SCHEDULE

Revocation of Authorised Person under Section 64
Mental Health Services Incident Review Panel

HOUSING IMPROVEMENT ACT 1940

Revocation

IN *Government Gazette* No. 3 dated 16 January 2014, on page 111, ninth entry as below, the property was Declared substandard. The South Australian Housing Trust wishes to revoke the Declaration from the records.

No. of House and Street	Locality	Allotment, Section, etc.	Certificate of Title	
			Volume	Folio
9 Middleton Street	Risdon Park	Allotment 56 in Filed Plan 37806, Hundred of Pirie	5395	494
Dated at Adelaide, 23 January 2014.		R. HULM, Director, Corporate Services, Housing SA (Delegate SAHT)		

[REPUBLISHED]

NOTICE published in the *Government Gazette* No. 3, dated 16 January 2014 on page 112, first notice appearing, contained the incorrect manager's name and title, please replace with this notice.

LAND ACQUISITION ACT 1969

(SECTION 16)

Notice of Acquisition

THE COMMISSIONER OF HIGHWAYS (the 'Authority'), 136 North Terrace, Adelaide, S.A. 5000, acquires the following interests in the following land:

Definition of Land Acquired

Comprising an unencumbered estate in fee simple in that piece of land situated at 94 South Road, West Hindmarsh, being the whole of Allotment 15 in Deposited Plan No. 1837 comprised in Certificate of Title Volume 5452, Folio 627.

This notice is given under Section 16 of the Land Acquisition Act 1969.

Compensation

A person who has or had an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

Inquiries

Inquiries should be directed to:

Mary Rose Ward,
G.P.O. Box 1533,
Adelaide, S.A. 5001
Phone (08) 8343 2706

Dated 16 January 2014.

The Common Seal of the Commissioner of Highways was hereto affixed by authority of the Commissioner of Highways in the presence of:

T. J. DEER, Acting Manager, Real Estate
Services (Authorised Officer),
Department of Planning, Transport
and Infrastructure

DPTI 2006/15376/01

MINING ACT 1971

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

Applicant: Lymex Tenements Pty Ltd

Location: Brooker area—approximately 80 km north of Port Lincoln.

Term: 1 year

Area in km²: 190

Ref.: 2013/00114

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: The Waterberg Coal Company Limited

Location: Glenloth—approximately 45 km south-east of Tarcoola.

Pastoral Leases: North Well and Wilgena

Term: 2 years

Area in km²: 426

Ref.: 2013/00134

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Energy Exploration Pty Ltd

Location: Lock area—approximately 130 km north-north-west of Port Lincoln.

Term: 2 years

Area in km²: 86

Ref.: 2013/00152

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Sturt Exploration Pty Ltd

Location: Mount Fitton area—approximately 125 km north-east of Leigh Creek.

Pastoral Leases: Moolawatana, Mount Freeling and Murpeowie.

Term: 2 years

Area in km²: 152

Ref.: 2013/00172

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Phoenix Copper Limited
 Location: Mongalata area—approximately 15 km north-east of Burra.
 Term: 2 years
 Area in km²: 212
 Ref.: 2013/00201

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Lymex Tenements Pty Ltd
 Location: Kapinnie area—approximately 80 km north-west of Port Lincoln.
 Term: 1 year
 Area in km²: 160
 Ref.: 2013/00203

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Lymex Tenements Pty Ltd
 Location: Sheringa area—approximately 110 km north-west of Port Lincoln.
 Pastoral Lease: Homes Lookout
 Term: 1 year
 Area in km²: 337
 Ref.: 2013/00204

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Lymex Tenements Pty Ltd
 Location: Lock area—approximately 110 km north of Port Lincoln.
 Term: 1 year
 Area in km²: 247
 Ref.: 2013/00205

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Australian Metals Group Limited
 Location: Gosse area—approximately 50 km north of Kingoonya.
 Pastoral Leases: Bon Bon and North Well.
 Term: 2 years
 Area in km²: 38
 Ref.: 2013/00207

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

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

Applicant: Australian Metals Group Limited
 Location: Kingoonya area—approximately 70 km east-south-east of Tarcoola.
 Pastoral Leases: Coondambo, North Well
 Term: 2 years
 Area in km²: 124
 Ref.: 2013/00208

Plan and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

M. SPIKIN, Acting Mining Registrar

MINING ACT 1971

NOTICE is hereby given in accordance with Section 35A (1) of the Mining Act 1971, that an application for a mining lease over the undermentioned mineral claim has been received. Details of the proposal may be inspected at the Department for Manufacturing, Innovation, Trade, Resources and Energy, Mineral Resources Group, Level 7, 101 Grenfell Street, Adelaide S.A. 5000:

Applicant: Gary Arnold Radford
 Claim No.: 4358
 Location: Sections 30 and 188, Hundred of Coles, approximately 25 km north-west of Penola.
 Area: 14.53 hectares
 Purpose: Recovery of sandstone
 Ref.: T02959

A copy of the proposal has been provided to the Naracoorte Lucindale Council and an electronic copy can be found on the DMITRE website:

http://www.minerals.dmitre.sa.gov.au/public_notices/mining_proposals_open_for_public_comment

Written submissions in relation to the granting of the mining lease are invited to be received at the Department for Manufacturing, Innovation, Trade, Resources and Energy, Attention: Business Support Officer, G.P.O. Box 1264, Adelaide S.A. 5001 no later than 20 February 2014.

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

M. SPIKIN, Acting Mining Registrar

South Australia

Motor Vehicles (Approval of Motor Bikes and Motor Trikes) Notice 2014

under the *Motor Vehicles Act 1959*

1—Short title

This notice may be cited as the *Motor Vehicles (Approval of Motor Bikes and Motor Trikes) Notice 2014*.

2—Commencement

This notice will come into operation on the date of publication in this Gazette.

3—Approved motor bikes and motor trikes

For the purposes of Schedules 2 and 3 of the *Motor Vehicles Regulations 2010* and the transitional provisions of the *Motor Vehicles Variation Regulations 2005* (No 233 of 2005), the motor bikes and motor trikes specified in Schedule 1 are approved.

Schedule 1—Approved motor bikes and motor trikes

1—Motor bikes and motor trikes with an engine capacity not exceeding 260 ml

All motor bikes and motor trikes with an engine capacity not exceeding 260 milliliters and a power to weight ratio not exceeding 150 kilowatts per tonne other than the following:

Suzuki RGV250

Kawasaki KR250 (KR-1 and KR1s models)

Honda NSR250

Yamaha TZR250

Aprilia RS250

2—Motor bikes and motor trikes with an engine capacity not less than 261 ml and not exceeding 660 ml

The motor bikes and motor trikes listed in the table below.

Make	Model	Variant Name	Year	Capacity
AJS	Model 18	Model 18	Pre 1963	497
	Model 20 (formerly known as Model 30)	Model 20	1955-61	498
ALDY	All models	All models	Sep 13	Under 125
Aprila	Moto 6.5	Moto 6.5	1998-99	649
	Motjito	Mojito		50
	M35	SR Max 300	2012	278
	Pegaso 650	Dual Sports	1994-01	652
	Pegaso 650	Outback	2000-01	652
	Pegaso 650	Factory 650	2007-08	660
	Pegaso 650 I.E	Outback	2001-02	652
	Pegaso 650 I.E	Dual Sports	2001-06	652
	RXV4.5	RXV4.5	2006-08	449
	RXV450	VPV	2010	449
	RXV5.5	RXV5.5	2006-08	549
	RXV550	VPZ	2010	553
	RS125/SBK	RS125/SBK	2013	125
	SR50R	SR50R		50
	SR MT 50	SR MT 50		49
	SR MT 125	SR MT 125		124
	SCRABEO 200	SCRABEO 200		181
	Scarabeo 300	VRG	2009	278
	Scarabeo 400	Scarabeo 400	2007	399
	Scarabeo 500	Scarabeo 500	2007-08	460
Sportcity 300	Sportcity 300	2010-12	278	
Strada 650	Road	2006-08	659	
Strada 650	Trail	2006-08	659	
SXV4.5	SXV450	2006-08	449	
SXV5.5	SXV550	2006-08	553	

Asiawing	LD450	ODES MCF 450	2011-13	449
	SXV5.5	SXV5.5	2006-08	553
ATK	605	605	1995	598
Benelli	Velvet Dusk	Velvet 400	2003-05	383
Beta	RRE3	RR350	2011	349
	RRE3	RR400	2010-11	398
	RRE3	RR450	2010-11	449
	RR450	RR450	2008	448
	RR450	RR450	2000-07	448
	RRE3	RR520	2010-11	498
	RR525	RR525	2008	510
	RR525	RR525	2000-07	510
	FUPA RR E3	RR 2T 300	2012	293
BMW	C650	C600 Sport	2011-13	647
	C650	C650 GT/GS	2011-13	647
	F650	Funduro	1995-00	652
	F650CS	Scarvar	2002-05	652
	F650CS	SE Road	2004-06	652
	F650GS (does not include models manufactured after Nov 2007 with 800mL engine)	Dakar	2000-08	652
	F650GS	F650GS	2000-08	652
	F650ST	F650ST	1998	652
	F650	G650 GS	2009-13	652
	F650	G650 GS Serato	2012-13	652
	G 450 X	G 450 X	2008-10	450
	G650GS	Serato		
	R50	R50	1969	499
	R60	R60/5, R60/6	1967	590
	R65	R65	1981-88	650
	R65LS	R65LS	1982-86	650
	R69	R69	1961	600
	F650GD	F650	2000	652
BOLWELL	LM25W	FIRENZE	2009	263
BOLLINI	All models	All models under 250		250
BSA	A50	A50	1964-70	500
	A65	A65	1966-69	650
	A7	A7	1961	500
	B40	B40	1969	350
	B44	B44	1967-71	440
	B50	B50	1971	495
	B50SS Goldstar	B50SS Goldstar	1971	498
	G650 GS	G650 GS	2010	652
	G650 GS Serato	G650 GS	2010	652
	Gold Star	Gold Star	1962	500
	Lightning	Lightning	1964	654
	Spitfire MKIII	Spitfire MkIII	1967	650
	Thunderbolt	Thunderbolt	1967	499

Buell	Blast	Street Fighter	2002-07	491
Bug	SEE KYMCO			
Bultaco	Alpina	Alpina	1974	350
	Frontera	Frontera	1974	360
	Sherpa	Sherpa	1974	350
CAIFORNIA SCOOTER	All models under 250cc	All models under 250cc	2014	249
Cagiva	360WR	360WR	1998-02	348
	410TE	410TE	1996	399
	610TE-E	610TEE	1998	576
	650 Alazzura	650 Alazzura	1984-88	650
	650 Elfant	650 Elfant	1985-88	650
	Canyon 500	Dual Sportse	1999-06	498
	Canyon 600	Dual Sports	1996-98	601
	River 600	River 600	1995-98	601
	W16 600	W16 600	1995-97	601
CF Moto	All models	All models till Sep 13	2012-13	Under 650
	CF650	CF650NK-LAM	2012-13	649
	CF650	CF650TK-LAM	2013	649
Cossck	650	650	1974	649
DAELIM	All Models	All Models under 250	All	Under 250
Derbi	Boulevard 50	Boulevard 50		50
	GP1 250	GP1 250		250
	Mulhacen	Mulhancen	2008	659
	Rambla	RA 300	2010	278
Dneper	K650	K650	1972	650
	Dneiper	Dneiper	1974	650
	K650	K650 Dnepr	1967-74	650
	MT9	MT9	1974	650
DUCATI	400 MONSTER	400 MONSTER	2002	398
	400SIE	400 S I E monster		398
	400 SS JUNIOR	400 SS	1989-96	398
	400SS	400SS	1992-95	398
	500SL	PANTAH	1984	499
	500 DESMO	500 DESMO SPORT	1978	497
	600 MONSTER	600 MONSTER	1994-01	583
	600 MONSTER	DARK	1998-01	583
	600 S	600 SUPERSPORT	1994-97	583
	600M	600M	1994-01	583
	600SL	PANTAH	1980-84	583
	600SS	600SS	1994-98	583
	620 MONSTER LITE	M620 LITE	2003-07	618
	620 MULTISTRADA LITE	MTS620 24.5KW	2005-07	618
	659 Monster	Monster 659		659
	DM 350	350	Pre 1985	350
	DM 450	450	Pre 1985	448
	DM450	DM450	1972	450
	DM500	DM500	1981-84	498
	F3	350 F3	1986-89	349
	F4	400 F4	1986	400

	M4	M620IA LITE	2003-04	620
	M5	MONSTER 659	2011	659
EAGLE				
WING	Cino 125	Cino125		125
	Elegante 125	Elegante 125		125
Enfield	Bullet	Classic	1993-08	499
	Bullet	Deluxe	1993-08	499
	Bullet	Electra Road	2006-08	499
	Bullet 350	Deluxe	1988-01	346
	Bullet350	Superstar	1988-95	346
	Bullet 350	Classic	1993-01	346
	Bullet 500	500	1995	499
	Bullet 65	Road	2003-04	499
	Lightning	Road	2000-08	499
	Military	Road	2002-08	499
	Taurus	Diesel	2001	325
	Bullet 350 STD	Royal Enfield	1960-90	346
Fantic	TZ	EC300	2011-12	300
	TZ	Gas Gas EC30	2012	300
Gas-Gas	EC300	SM Supermotard	2002	299
	EC300	Enduro	2001-02	299
	EC400	FSE Enduro	2002-03	399
	EC450	FSE Enduro	2003-05	449
	EC450	FSE Supermotard	2003-08	449
	EC450	FSR Enduro	2006-08	449
	FS400	FS40A	2006	398
	FS450	FS45	2006	443
	FS500	FS50	2006	503
	FSE 400	400	2002	398
	FSE 450	450	2003-08	398
	Pampera	320 Trail	1998-02	333
	Pampera	400 Trail	2006-08	399
	Pamper	450	2007-08	443
	SM400	Supermotard	2003-08	399
	SM450	Supermotard	2003-08	443
	TT300	EC300	1998-08	295
Gilera	Fuoco 500	Fuoco 500	2007-13	493
	Nexus 500	Nexus 500	2003-08	460
Harley	SS350	SS350 Sprint	1969-74	350
Honda	600V Transalp	600V Transalp	1988	583
	Bros	Bros	1992	399
	C70	Dream	Pre 1970	305
	CB125e	CB125e		125
	CB175	CB175 K1-K6	1969-74	175
	CB200	CB200		
	CB350	CB350	1969	348
	CB350F	CB350F	1973	325
	CB360	CB360	1973-74	360
	CB400	CB400	1981-03	395
	CB400	CB400	2008	408

CB400F	CB400F	1975-77	395
CB400N	CB400N	1981	395
CB400T	CB400T	1977	408
CB400 ABS	CB400 ABS	2008-13	399
CB450	CB450	1967-75	450
CB500	CB500	1977	498
CB500F	CB500F	2012	471
CB500X	CB500XA	2013	471
CB550	CB550	1974-78	544
CB650	CB650	1979-82	627
CBR125R	CBR125R	2004	124.7
CBR250R	CBR250R	1986-96	249.6
CBR500R	CB500RA	2012	471
CBX550	CBX550F	1982-85	572
CJ360	CJ360	1976	356
CL450	CL450	1965-77	444
CRF250L	CRF250L	2013	249
CRF400R	CRF400R	2013	
CRF450X	CRF450X	2005-08	449
CX500	CX500	1977-82	495
CX650	CX650	1983-85	647
Deauville	NT650V	2002-06	647
Fortza 300	NS S300 Forza		279
FJS400A	SW-T400	2009	399
FT500	FT500	1984	498
FTS600D	Silverwing	2006-08	582
GB400	GB400	1992	399
GB500	GB507	1987-91	498
GL400	GL400	1985	396
NF02	SH300	2009	279
NSS300	NSS300	2013	279
NT400	NT400	1989-92	400
NT650V	DEAUVILLE	2003-06	647
NTV650	Revere	1989-92	647
NX650	Dominator	1988-00	644
PCX150	PCX150	153	
Revere	Revere	1990	647
RVF400	OBI RVF400	1992-96	399
SH150i	SH150i	2005	152.7
SL350	SL350	1972	348
Steed	Steed	2002	398
Today 50	Today		50
VT400	VT400		398
VT400C	Shadow, VT400F	2009	399
VT500	VT500	1983-87	491
VT600C	VT600C	1993-00	583
VT600C	SHADOW VLX	1988-08	583
VTR250	Interceptor	1997-13	249
XBR500	XBR500	1986-89	499
XBR500SH	XBR500	1986-89	499

	XL350	XL350	1984-87	339
	XL500	XL500	1980-84	498
	XL600	XL600	1984 -89	589
	XL600R	XL600R	1984-87	589
	XL600RMG	XL600RMG	1986-88	591
	XL600VH	Transalp	1987-89	583
	XL650V	Transalp	2002-08	647
	XL650	Transalp	2005	647
	XL650	XL650		250
	XR250	XR250R		
	XR350	XR350	1983	339
	XR350R	XR350R	1983-84	339
	XR350R	XR350R	1985-86	353
	XR400	XR400	1996-08	397
	XR400 Motard	XR400 M	1996-08	397
	XR400R	XR400R	1996-08	397
	XR500	XR500	1979-85	498
	XR500R	XR500R	1983-84	498
	XR600	XR600	1985	591
	XR600R	XR600R	1985-00	591
	XR650L	XR650L	2001-06	644
	XR650R	XR650R	2000-06	649
Hunter	DD350E-6C	Daytona	2010-13	320
	DD350E-6C	SPYDER	2010-13	320
	DD350E-2	BOBBER	2011-13	320
Husaberg	FE350	Enduro	2012-13	350
	FE400	Enduro	2000	399
	FE450	Enduro	2008-13	449
	FE501E	Enduro	1997-12	501
	FE501	Enduro	2012-13	510
	FE570	Enduro	2008-10	565
	FE600E	Enduro	1997-00	595
	FE650E	Enduro	2004-08	628
	FE650E	Enduro	2000-04	644
	FS450E	Enduro	2004	449
	FS450	Supermotard	2008-10	449
	FS570	Supermotard	2009-10	565
	FS650C	Supermotard	2004-05	628
	FS650E	Supermotard	2004-08	628
	FS650E	Supermotard	2002-04	644
	FE (Enduro) 4E8	FE4E8	2000	399
	FE (Enduro) 5E8	FE5E8	2000	501
	FE (Enduro) 7E8	FE7E8	2000	644
	FE550	FE550	2004	550
	TE300	TE Series	2010-13	293
Husqvarna	300WR	WR300	2008-10	298
	300WR	WR300	2011-12	293
	310TE	TE310 A3	2009-13	303
	310TE	TE310 A2	2008-10	298
	350TE	TE350	1995	349

400SM	Supermotard	2002-04	400
400TE	Enduro	2000-01	400
410TE	Enduro	1998-00	400
410TE	Enduro	1994-97	415
450SM	Supermotard	2003-07	449
450SMR	Supermotard	2003-08	449
450SMRR	Supermotard	2008	449
450TC	Motocross	2001-08	449
450TE	Enduro	2001-07	449
450TE-ie	Enduro	2007-08	449
450TXC	Trail	2007-08	449
A3	A3 TE250/310	2012	303
A6 SMR 449	A600AB	2010-12	450
A6 TE 449	A600AATE449	2010-13	450
A6 SMR 511	A601AB	2010-12	478
A6 TE 511	A601AATE511	2010-13	478
A6 SMR 511	A602AB	2012	478
A8	TR650 TERRA	2013	652
A8	TR650 STRADA	2013	652
510SM	Supermotard	2004-10	501
510TC	Motocross	2004-07	501
510TE	Enduro	2004-08	501
510TE	Enduro	1984-85	505
510TE	Enduro	1986-90	510
510TE-ie	TE510ie	2008	510
570TE	570TE(RP)	2000	577
610SM	SUPERMOTARD	2000-08	577
610TE	TE610(RP), 610TE-e	2000	577
610TE	Dual Sports	2008	577
AE430	Enduro	1986-88	430
WR260	Enduro	1990-91	260
WR300	Enduro	2010	293
WR360	Enduro	1991-03	349
WR400	Enduro	1984-88	396
WR430	Enduro	1988	430
SM 450ie	SM 450ie	2008	449
SM 510ie	SM 510ie	2009	501
SMS630	A401AB, SM630	2010-on	600
SMR449	SMR449	2011	449.6
SMR511	SMR511	2012	447.5
TE250R	ENDURO	2010	250
TE310R	Enduro 2013	2013	302.44
TE449	Enduro 2014	2013	449.6
TE511	Enduro2013	2013	477.5
TE310ie	TE310ie	2008	298
TE630	630TE	2010	600
TR650	TR650 Terra	2013	652
TR650	Strada ABS		652
WR125	ENDURO		124.82
WR250	Enduro		249.3

	WR260	Enduro	1990-91	260
	WR300	Enduro	2010-13	293
	WR360	Enduro	1991-03	349
	WR400	Enduro	1984-88	396
	WR430	Enduro	1988	430
Hyosung	GT 250 EFI	GT 250EFI	2013	249
	GT250R EFI	GT250R EFI	2013	249
	GT650 RFI	GT650 EFI Lams	2013	647
	GT650R EFI	GT650R EFI Learners	2013	647
	GV650C/S	Lams model		
	GT650L	Comet	2005-09	647
	GT650RL	Comet	2005-09	647
	GT650SL	Comet	2005-09	647
	GT650-40	GT650R	2010-12	647
	GT650S-40	GT650S	2010-13	647
	GT650-40	GT650	2010-12	647
	GT650R	GT650R-40	2012-13	647
	GT650 Comet	GT650-40	2012-13	647
	GT650S	GT650SL-40	2012	647
	GT650S	GT650SH40	2012	647
	GV250	Aquila/EFI		
	GV650C	Aquila Classic	2010-13	647
	GV650L	Aquila	2008-13	647
	GV650S	Aquila sports EFI		
	GV650-40	Aquila	2010-12	647
Indian	Velo	Velo	1969	500
Jawa	350	350	1974	350
	634 Road	634 Road	1984-85	343
	638 Road	638 Road	1985-86	343
Jonway	MALIBU	MALIBU 320	2012	320
Kawasaki	EN400	Vulcan	1986	400
	EN450	450Ltd	1995-87	454
	EN500	Vulcan	1990-02	500
	ER-5	ER500	1999-06	498
	ER-6NL ABS	ER-6NL ABS Learners model	2014	649
	ER-650C	Er-6nL	2009	649
	ER-650C	Er-6nL ABS	2009-11	649
	ER650F	ER-6NL ABS	2011-12	649
	EX300A	300 Special	2012	296
	EX300A	EX300B Ninja	2012	296
	EX650F	Ninja 650RL ABS	2011-12	649
	EX400	GPX 400R	1984-94	399
	Ninja 650 L model	Ninja 650RL	2009	649
	Ninja 650	Ninja 650RL ABS	2009-11	649
	Ninja 650	Ninja 650L ABS	2011-12	649
	EX650C	Ninja 650RL	2009-10	649
	EX650C	Ninja 650RL ABS	2009-11	649
	GPZ550	GPZ550	1981-90	553
	GT550	Z550	1984-88	553
	KL600	KLR600	1984-87	564
		KLR650		

	KL650	Dual Sports	1987-10	651
	KLE500	KL600	1992-08	498
	KLR600	KL650E	1984-87	564
	KLR650E	KLR 650	1987-12	651
	KLR650E	KLX250S	2013	651
	KLX250S	KLX250SF	2013	249
	KLX250SF	KLX300R	2013	249
	KLX300R	KLX400	1996-04	292
	KLX400	KLX450R	2003	400
	KLX450R	KLX650	2007-13	449
	KLX650	Enduro	1989-95	651
	KLX650R	KZ400	1993-04	651
	KZ400	KZ440	1974-84	398
	KZ440	KZ500	1985	443
	KZ500	KZ550	1979	497
	KZ550	Versys 650L ABS	1986	547
	LE650D	LTD440	2010-12	649
	LTD440	LX400 Eliminator	1982	443
	LX400	Ninja 250R	1989	398
	Ninja 250R	Ninja 300	1983-13	249
	Ninja 300 special	Ninja 650L	2013-14	296
	Ninja 650L	S2	2013	649
	S2	S3	1972	346
	S3	Versys650L	1974	400
	Versys650L	EJ400AE	2013	649
	W400	W650	2006-09	399
	W1 650	KZ400B2	1965-70	623
	Z400B2		1979	398
	Z400D	KZ400D	1975	398
	Z500	Z500	1980	498
	ZR550	Zephyr	1991-99	553
	ZZR400	ZZR400	1991-92	399
KTM	2T-EXC	300 EXC	2012	293
	125 Duke	125 Duke		125
	200 Duke	200 Duke		193
	390 Duke	390 Duke		390
	125 EXC	125 EXC		125
	200 EXC	200EXC		193
	250 EXC/F	250EXC/F		249
	300EXC	Enduro	1984-11	280
	300EXC-E	Enduro	2002-08	293
	300EXC	Enduro	2004-07	293
	300EXC	Enduro	2000-11	297
	300EXC-E	Enduro	2007-08	293
	300GS	Enduro	1990-95	280
	350EXC-F	Enduro	2011-on	347
	350EXC Special R	Enduro	2005-06	350
	360EXC	Enduro	1996-98	360
	380EXC	Enduro	2000	368
	4T-EXC RACING	350 EXC-F	2012	350

	4T-EXC RACING	450 EXC	2012	449
	4T-EXC RACING	500 EXC	2012	510
	400EXC	Enduro	2008-11	393
	400GS	Enduro	1993-99	400
	400SC	400SC	1996-98	400
	400TE	400Te	2001	400
	450EXC	Enduro	2002-07	448
	450EXC	Enduro	2005-11	449
	450EXC	Enduro	2011-on	449
	500GS	Enduro	1984-91	553
	500EXC	Enduro	2011-on	510
	510EXC	Enduro	1999-02	510
	520EXC	Enduro	2000-02	510
	525EXC	Enduro	2002-05	510
	525EXC-R	Enduro	2005-07	510
	530EXC	Enduro	2008-11	510
	600 Enduro	Enduro	1987-93	553
	600 Enduro Incas	Enduro	1989-90	553
	625SMC	625SMC	2004	609
	660SMC	4T-EGS	2004	654
	690 Rally Replica	4T-EGS	2010	654
	Freeride	Freeride (MY 12 on)	2012	350
	IS DUKE	390 DULE (C3)	2013	373
Kymco	All models	All Models		Under 300
	Bug Xciting	500i	2008-08	498
	Bug Xciting	500Ri	2005-08	498
	Bug Xciting	500	2005-08	498
	Downtown 300i	V20000 (300i) ABS	2010-12	298
Lambretta	All model	Lambretta	Pre 2008	Under 660
Laro	DD35E-6C	Pro Street	2011	320
	Cruiser250	Cruiser 250		234
	SPT series	SPT350	2011	320
	V Retro 250	Retro 250		249
Laverda	500	500	1979	497
Lifan	All models	All models	2009-10	Under 300
	LF400	LF400	2009	399
Lifeng	Regal Raptor	Cruiser 350	2011	320
Loncin	LX 250-8	LX250-8		
Magelli	250 R SE	250 R SE		250
	250S	250S		250
Maico	Enduro	500E	1984-88	488
Matchless	G12	G12, 650	Pre 1966	646
	G80	Harris	1988-90	494
	G80	G80	Pre 1963	497
	650	G11, G12, model 31	1958-66	646
	500	G80 Major	1949-66	500
MCI	All models	All models under 250		250
MBK	Falcone	Yamaha XT660R	2005-08	660
	Yamaha XT660X	Yamaha XT660X	2005-08	660
Montessa	Cota 330	Trial	1985-86	328

	Cota 335	Trial	1986-88	327
	Cota 348T	Trial	1984-87	305
	Cota 350	Trial	1984-85	349
Moto Guzzi	350 GT	350 GT	1992	350
	Falcone	Falcone	1972	498
	V35	V35	1977-90	346
	V50	V50	1977-79	490
	V50	Monza	1980-85	490
	V65	V65	1982-94	643
	V65	Lario	1984-89	643
Moto	3.5 Road	3.5 Road	1984-85	344
Morini	350 Sport	350 Sport	1974-85	344
	500 Camel	Trail	1984-86	479
	500 SEI	500 SEI	1984-85	479
	500 Strada	500 Strada	1977-85	479
	500W	500 V-twin	1977	
MuZ	Baghira	Enduro	1999-02	660
	Mastiff	Supermotard	1999-02	660
	Skorpion	Replica	1998-02	660
	Skorpion	Sport	1998-02	660
	Skorpion	Traveller	1998-02	660
	Skorpion	Tour	1998-02	660
MV Agusta	350	350	1972-76	349
Norton	650SS	650SS	1962-68	650
	ES2	ES2	Pre 1963	490
	Manxman	Manxman	1961	650
	MODEL 50	MODEL 50	1933-63	348
	Model 88	Dominator	Pre 1966	497
	Navigator	Navigator	1964	350
Oz Trike	Fun 500	Fun 500	Pre 2008	500
Panther	Model 100	600	Pre 1963	598
	Model 120	650	Pre 1966	645
Peugeot	Geopolis (400)	AEAA	2007-08	399
	Satelis (400)	AEAA	2007-08	399
	Satelis (500)	AFAA	2007-08	493
PGO	All models	All models under 220		220
Piaggio	All models	All models	2010-13	Under 350
	MP3 300	MP3 300	2010-13	278
	MP3 400	MP3 400	2013	399
	MP3 500	MP 3 500	2011-13	493
	X7 Evo 300	Evo 300	2009-13	278
	X8 400	X8 400	2007-13	399
	X9 500	X9 500	2001-13	460
	XEVO 400ie	XEVO 400ie	2007-13	399
Rickman	650	Triumph	1964	649
RIYA	All models	All models	Until 2012	Under 300
	RY300T	RY300T	2012	288
Royal	Bullet	Bullet350	1988-01	500
Enfield	Bullet	Bullet 500	1993-13	499
	Bullet	Electra	2005-13	499

	Bullet	Classic	2005-13	499
	Bullet	UCE	2009-13	499
	Lightning	Lightning 500	2000-08	350
	Taurus	Diesel 324	1997	324
	Taurus	Diesel 325	2000-01	325
RS Honda	XR400M	Motard	2005-08	397
Rudge	650	Rudge	Pre 1961	650
Whitworth				
SACH	All models	All models	1980-13	125
Sherco	S4	Enduro	2005-06	Under 125
	S4	Enduro 250	2010	248
	S4	Enduro 450	2010	448
	S4	Enduro 510	2010	510
	S4	Enduro 300	2010	290
Suzuki	AN400	Burgman	2006-12	400
	AN650	Burgman	2002-13	638
	Burgman 650	Burgman 650		638
	Burgman 400ABS	Burgman 400ABS		400
	DR350	All	1991-98	349
	DR400	DR400	1999	400
	DR500	All	1981-84	498
	DR600	DR600S, DR600R	1985-90	598
	DR650	All	1990-08	644
	DR650SE	DR650SE	1997-13	644
	DR-Z250	DR-Z250		249
	DR-Z400E	DR-Z400E	2000-13	398
	DR-Z400S	DR-Z400S	2005-12	398
	DR-Z400SM	DR-Z400SM	2005-12	398
	Gladius	Gladius		645
	GN400	GN400	1980-81	400
	GR650	All	1983-88	651
	GS400	GS400	1976-82	400
	GS450	All	1981-89	450
	GS450E	GS450E	1977-89	450
	GS500	GS500	2000-13	487
	GS500E	GS500E	1976-99	492
	GS500F	GS500F	2003-13	487
	GS550	All	1977-82	549
	GSR400	GSR400	2006-08	398
	GSX400	F	1981-04	398
	GSX400	E	1981-84	398
	GSX650F	GSX650F		656
	GSX650FU	GSX650FU	2008-12	656
	GT380	GT380	1973-78	380
	GT500	GT500	1976-78	500
	GT550	GT550	1973-78	550
	Intruder VL/LC 250	Intruder VL/LC 250	2000-current	249
	Inazuma 250	Intruder VL/LC250	2013	248
	KATANA550	KATANA550	1981-83	550
	LS650	Savage	1986-89	652

	PE400	PE400	1980-81	400
	RE5	Rotary	1974	500
	SFV650U	SFV650U	2009-12	645
	SP370	Enduro	1978	370
	Gladius	SVF650 Lams	2008-12	645
	SV650SU	SV650SU	2008-12	645
	TU250X	TU250X		249
	T500	T500	1970-74	500
	TS400	TS400	1976	400
	XF650	Freewind	1997-01	644
SYM	All models	All models under 400	2008-12	400
	Citycom 300	LH30W	2008-12	263
	Firenze	LM30W	2009-12	263
	LX	A9	2012	399
TGB	All models	All models under 300	2013	300
	CU	XMOTION	2012	264
	DJ	DJC	2012	264
TM	300E	Enduro	2000-08	294
	3002T	Enduro	2010	297
	400E	Enduro	2002-03	400
	450E	Enduro	2003-08	449
	450MX	450MX	2008	449
	4504T	Enduro	2010	450
	530E	Enduro	2003-08	528
	530MX	530MX	2008	528
	5304T	Enduro	2010	528
	300 Enduro	TM300E	2000	297
	450	TM450	2003	450
	530	TN530	2003	528
	TM300	TM300	2002	297
	TM400	TM400	2002	400
Torino	All models	All models	2013	Under 250
Triumph	21	21	1963	350
	Daytona 500	Daytona 500	1970	490
	T100	Tiger	Pre 1970	498
	T120	Bonneville	1959 and 1974	649
	TR5	Trophy	1969	449
	TR6	Trophy	1961-73	649
	TR7	Tiger	1971	649
	Tribsa	Tribsa	1960-70	649
	Thunderbird 650	6T, TR65	1949-66	649
	Note: Only includes models manufactured up to and including 1983			
Ural	Dneiper	Dneiper	1974	650
	K650	K650	1967-74	650
	MT9	MT9	1974	650
Velocette	Thruxton	Thruxton	1965-67	499
	Venom	Venom	1955-70	499

Vespa	All models	All models	Until 01/09/13	50-300
	GTS 300 Super	GTS 300 S	2008-13	278
	GTS 300 Super	GTS 300 S	2010	278
	GTV 300 VM	GTV	2010	278
Vor	400 Enduro	400 Enduro	2000	399
	450 Enduro	450 Enduro	2002	450
	500 Enduro	500 Enduro	2001	503
	530 Enduro	530 Enduro	2001	530
	VOR Enduro	400SM	2000-01	399
	VOR Enduro	500SM	2000-01	503
Xingyue	XY400Y	XY400Y	2008-09	400
Yamaha	DT400	DT400	1976-77	400
	GS125	GS125	1980s	124
	FZR 250	FZR 250		249
	FZ6R	FZ6R		600
	FZ600	FZ600		600
	IT426	IT426	1987	426
	IT465	IT465	1987	465
	IT490	IT490	1983	490
	MT03	MT03	2011	660
	MX400	MX400	1976	400
	RD350	RD350	To 1975	350
	RD350LC	LC350	1980-86	350
	RD400	RD400	1976	398
	RT2	RT2	1970	360
	RT350	RT350	1972	347
	SR400	SR400	All	400
	SR400	SR400	2001-08	399
	SR500	SR500	1978-1981	499
	SRX400	SRX400	1985-90	400
	SRX600	SRX600	1996	608
	SZR660	SZR660	1997	659
	Tenere	Tenere		660
	T Max	Tmax 530		530
	TT250R	TT250R		223
	TT350	TT350	1986-01	346
	TT500	TT500	1975	500
	TT600	TT600	1990-1995	595
	TT600E	TT600E	1997	595
	TT600R	TT600R	1998-2000	595
	TTR230	TT-R230		
	TX650	TX650	1976	653
	Virago	XV250		250
WR250R	WR250R		250	
WR250F	WR250F		250	
WR400F	WR400F	1998-2000	399	
WR426F	Belgarda import only	2001	426	
WR450	WR450	2002	450	
WR450F	WR450F	2003-05	450	
WR450F	WR450F	2006-13	450	

	XC125	Vity		125
	XJ550	XJ550	1981-82	528
	XJ6	XJ6FL (25kw)	2009-13	600
	XJ6	XJ6NL (25kw)	2009-13	600
	XJ6	XJ6SL (25kw)	2010-12	600
	XJ6	XJ6NL (35kw)	2012	600
	XJ650R	XJ650	1980-86	653
	XJR400	XJR400	1999	400
	XJR400	4HM	2003	399
	XS250	XS250	1978-82	249
	XP500	XP500	2000-11	499
	XP500	XP500	2012	530
	XS400	XS400	1978-82	391
	XS650	XS650	1972-84	653
	XT250	XT250		249
	XT350	XT350	1985-99	346
	XT500	XT500	1976-81	499
	XT550	XT550	1982-84	552
	XT600	XT600	1983-04	590
	XT660Z T N R	XT660Z	2012	660
	XT600Z	Tenere	1988-89	595
	XT660R	XT660R	2004-12	659
	XT660X	XT660X	2004-12	660
	XTZ660	XT660Z Tenere	1996-12	659
	XV400	XV400 Virago	1983	399
	XV535	XV535 Virago	All years	535
	XVS400	XVS400 Dragster	2001-03	400
	XVS650	XVS650	1997-12	400
	XVS650A/custom	XVS650A custom and classic	2000-12	649
	XZ400	XZ400	1982	399
	XZ550	XZ550	1982-83	550
	YP400	Majesty	2008-12	395
	YZF-R15	YZF-R15	2013	150
Zero	DS	Zero DS		Electric
	S	Zero S		Electric
Zongshen	ZS250GS	ZS250GS		250

Note:

All motorcycles built before December 1960 with an engine capacity not exceeding 660ml are approved.

All motorcycles with electric powered engines are approved.

Schedule 2—Revocation

The *Motor Vehicles (Approval of Motor Bikes and Motor Trikes) Notice 2014* made on 12 December 2013 (*Gazette* No. 79, 12 December 2013 p4577) is revoked.

Ron Shanks

DEPUTY REGISTRAR OF MOTOR VEHICLES

16 January 2014

NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS)
REGULATIONS 2001

Partial Closure of Coorong National Park

PURSUANT to Regulations 8 (3) (a) and 8 (3) (d) of the National Parks and Wildlife (National Parks) Regulations 2001, I, Grant Anthony Pelton, as Director, Regional Co-ordination, Partnerships and Stewardship Group, which was formerly entitled Executive Director, Public Land Management and Operational Support, Regional Services, authorised delegate of the Director of National Parks and Wildlife, close to the public, part of Coorong National Park from 6 p.m. on Sunday, 23 March 2014 until 6 a.m. on Friday, 28 March 2014.

This closure applies to the whole of the park south of a line transecting the park east to west at Parnka Point, latitude 35°54'40.7"S, longitude 139°23'42.9"E.

The area impacted includes, but is not limited to: Coorong Lagoon; Stony Well; Jacky Point; Policemans Point; Loop Road and Campground; Tea Tree Crossing and Campground; Chinaman Well; 42 Mile Crossing and Campground; 32 Mile Crossing; Wreck Crossing; 28 Mile Crossing and Campground, and Old Coorong Road.

The remainder of the park including the Parnka Point Campground will remain open to the public during this period.

The purpose of the closure is to ensure the safety of the public during a pest control and monitoring program within the reserve during the period indicated.

Dated 20 January 2014.

G. A. PELTON, Director, Regional Co-ordination,
Partnerships and Stewardship, Department of
Environment, Water and Natural Resources

NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS)
REGULATIONS 2001

*Closure of Gum Lagoon Conservation Park, Hanson Scrub
Conservation Park, Martin Washpool Conservation Park,
Messent Conservation Park, Mount Boothby Conservation Park,
Mount Monster Conservation Park and Tilley Swamp
Conservation Park.*

PURSUANT to Regulations 8 (3) (a) and 8 (3) (d) of the National Parks and Wildlife (National Parks) Regulations 2001, I, Grant Anthony Pelton, as Director, Regional Co-ordination, Partnerships and Stewardship Group, which was formerly entitled Executive Director, Public Land Management and Operational Support, Regional Services, authorised delegate of the Director of National Parks and Wildlife, close to the public, the whole of Gum Lagoon Conservation Park, the whole of Hanson Scrub Conservation Park, the whole of Martin Washpool Conservation Park, the whole of Messent Conservation Park, the whole of Mount Boothby Conservation Park, the whole of Mount Monster Conservation Park and the whole of Tilley Swamp Conservation Park from 6 p.m. on Sunday, 23 March 2014 until 6 a.m. on Saturday, 29 March 2014.

The purpose of the closure is to ensure the safety of the public during a pest control program within the reserves during the period indicated.

Dated 20 January 2014.

G. A. PELTON, Director, Regional Co-ordination,
Partnerships and Stewardship, Department of
Environment, Water and Natural Resources

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Variation of Pipeline Licence—PL 18

NOTICE is hereby given that under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012, the conditions of the abovementioned Pipeline Licence held by APA (SWQP) Pty Limited have been varied as follows:

The pipeline licence is varied by amending the licence granted 7 April 2008 and amended on 7 October 2009 and 27 February 2013 as follows:

- (i) Clause 4 'General Description of Pipeline' is amended by replacing the entire Clause 4 with the following:

4. GENERAL DESCRIPTION OF PIPELINE

The pipeline system will include:

4.1 A steel pipeline for the conveyance of natural gas being a main pipeline with pipes of a nominal diameter of 400 mm (herein called the 'Mainline') over a route of approximately 92 km commencing at the South Australia/Queensland border and proceeding to the following delivery transfer points:

(a) insulation gasket immediately upstream of the isolation valve located at the Mainline hot tap connection to the Moomba to Adelaide Pipeline (Pipeline Licence 1); and

(b) insulation gasket immediately upstream of the isolation valve located at the Mainline hot tap connection to the Moomba to Sydney Pipeline (Pipeline Licence 7).

4.2 An outlet delivery station known as the Moomba Metering and Pressure Regulation Station which includes metering regulation, filtration and pigging facilities and provision for the connection of heaters.

4.3 A steel pipeline for the conveyance of natural gas being a loop pipeline with pipes of a nominal diameter 450 mm (herein called the 'Loop line') over a route of approximately 93 km commencing at the South Australia/Queensland border and proceeding at a distance of approximately 8 m south of the Mainline to the following delivery transfer points:

(a) insulation gasket immediately upstream of the isolation valve located at the Loop line hot tap connection to the Moomba to Adelaide Pipeline (Pipeline Licence 1); and

(b) insulation gasket immediately upstream of the isolation valve located at the Loop line hot tap connection to the Moomba to Sydney Pipeline (Pipeline Licence 7).

4.4 A midline mainline valve for both the Mainline and the Loop line, located at KP 102.7 on the Mainline.

4.5 A Midline Pressure Regulating Station for the Mainline and the Loop line located at KP 102.7 on the Mainline.

4.6 Two hot tap connections located at KP 102.7 on the Mainline, connecting the Mainline to the Midline Pressure Regulating Station.

4.7 A hot tap connection at KP180 on the Mainline, connecting the Mainline to the Loop line.

4.9 A system for mitigating pipeline corrosion.

4.10 A telemetry and communications system.

4.11 A remote monitoring and control system for supervision and operation of the pipeline system.

4.12 A compressor station comprising of station inlet filtration, six Solar Turbines Mars 90 or Mars 100 gas compressor sets, per unit aftercoolers, anti-surge and cooled recycle functionality; station piping, valving, instrumentation, control systems, station utilities and ancillaries to achieve the station functional and practical requirements.

4.13 A steel pipeline for the conveyance of natural gas being an interconnect pipeline with pipes of a nominal diameter of 660 mm (herein called the 'Interconnect line') between a gasket immediately upstream of the isolation valve at the Moomba Compressor Station and proceeding parallel with the QSN pipeline for approximately 427 m to the intersection of the PL 7 easement.

- (ii) Replacing existing Schedules 1, 2 with the new Schedule 1 and 2 attached.

Dated 15 January 2014.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Variation of Pipeline Licence—PL 7

NOTICE is hereby given that under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012, the conditions of the abovementioned Pipeline Licence held by East Australian Pipeline Pty Limited have been varied as follows:

The pipeline licence is varied by amending the licence granted 30 June 1994 and varied by instruments dated 8 February 2000, 23 February 2009 and 27 July 2011 as follows:

- (i) Clause 4 'General Description of Licence' is amended by replacing the entire Clause 4 with the following:

4. GENERAL DESCRIPTION OF LICENCE

The pipeline will include:

- 4.1 A steel pipeline for the conveyance of natural gas, being a main pipeline with pipes of an outside diameter (OD) of 864 mm over a route of approximately 101 km commencing at the exit flange of the Moomba gas plant and proceeding in a south-westerly direction to the South Australia/Queensland border;
- 4.2 A steel pipeline for the conveyance of natural gas being an interconnect pipeline with pipes of an OD of 660 mm commencing from the exit flange at the Moomba gas plant and proceeding parallel with the main pipeline for approximately 818 m from the Moomba gas plant to the intersection of the QSN Link easement.
- 4.3 A steel pipeline for the conveyance of natural gas being a loop line with pipes of an OD 660 mm commencing approximately 818 m from the Moomba gas plant at the intersection of the QSN Link easement and proceeding parallel with the main pipeline to a point approximately 10 km from the Moomba gas plant.
- 4.4 A number of mainline valves;
- 4.5 A system for the protection of the pipeline from corrosion;

4.6 A telemetry and communications system at the inlet point and at a number of intermediate points on the pipeline;

4.7 A remote monitoring and control system for the operating and maintenance of the pipeline system, including a pipeline monitoring system;

4.8 Pipeline pigging facilities.

4.9 A connection point to the Moomba Interconnection Pipeline (Pipeline Licence 10).

4.10 A 406 mm OD hot tap connection to the QSN Link Mainline (Pipeline Licence 18).

4.11 A 406 mm OD hot tap connection to the QSN Link Loop line (Pipeline Licence 18).

4.12 A 660 mm connection to the Moomba Interconnect Pipeline (Pipeline Licence 18).

- (ii) Replacing the process flow diagram attached herein as Schedule 2.

Dated 15 January 2014.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Temporary Cessation of Suspension Petroleum Exploration Licence—PEL 143
and

Gas Storage Exploration Licences—
GSELS 584, 585, 586 and 587

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the suspensions of PEL 143 dated 13 February 2013 and GSELS 584, 585, 586 and 587 dated 21 June 2013, have been ceased under the provisions of the Petroleum and Geothermal Energy Act 2000, with effect from and including 17 January 2014, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 143 and GSELS 584, 585, 586 and 587 will continue to be 15 May 2018.

Dated 15 January 2014.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

REAL PROPERTY ACT NOTICE

TAKE notice that the applicant(s) named herein has (or have each respectively) made application to have the parcel(s) of land set forth and described before his (her or its) name as appears in the Schedule below brought under the provisions of the Real Property Act 1886:

Notice is given, therefore, that unless a caveat pursuant to Section 39 of that Act is lodged by a person having an estate or interest in such land on or before the expiration of the period specified (or for each case specified) in the Schedule below, the said parcel(s) of land will be brought under the provisions of the Act in accordance with Part IV thereof. A diagram(s) delineating this/these parcel(s) of land may be inspected at the Lands Titles Registration Office, 101 Grenfell Street, Adelaide, and in the office(s) of the corporation or district council (or of the respective corporations or district councils) in which the said parcel(s) is/are situated.

THE SCHEDULE

No. of Application	Description of Property	Name	Residence	Date up to and inclusive of which caveat may be lodged
31163	Portion of Town Acre 404, City of Adelaide, more particularly defined as portion of Allotment 51 marked 'A' on Filed Plan No. 57128.	Paramjeet Singh Khera	20/8 Wallen Road, Hawthorn, Vic. 3122	24 March 2014

Dated 23 January 2014, at the Lands Titles Registration Office, Adelaide.

B. PIKE, Registrar-General

ROAD TRAFFIC ACT 1961

SUPPLEMENTARY NOTICE OF APPROVAL
Pursuant to Section 161A of the Road Traffic Act 1961

OPERATION OF 14.5 M CONTROLLED ACCESS BUSES PROVIDING A ROUTE SERVICE IN SOUTH AUSTRALIA

1. APPROVAL

- 1.1 In accordance with the powers under Section 161A of the Road Traffic Act 1961, delegated to me by the Minister for Transport, I hereby vary the conditions of the *Gazette* Notice of Approval titled '*Operation of 14.5 m TransitPlus Controlled Access Buses Providing a Route Service in South Australia*' dated 1 September 2007 as detailed below.

2. APPLICATION OF SUPPLEMENTARY NOTICE

- 2.1 This Supplementary Notice must be read in conjunction with the Primary Notice and applies to all 14.5 m Controlled Access Buses operating under the Primary Notice travelling on routes specified in the attached maps.

3. ROUTES AVAILABLE TO APPROVED VEHICLES

- 3.1 An Approved Vehicle may travel on Dumas Street, Mount Barker between Adelaide Road and the Park and Ride facility.

4. CONDITIONS AND LIMITATIONS APPLYING TO THIS SUPPLEMENTARY NOTICE

- 4.1 When operating on the route specified, the driver of a 14.5 m Controlled Access Bus must carry, and comply with, at all times:

- 4.1.1 A legible, current and complete copy of this Notice either in hardcopy or in an electronic format so that it can be read from a device having a visual display (e.g. smart phone, tablet or laptop PC, in vehicle unit) that is carried within the vehicle and that is accessible to a DPTI Authorised Officer appointed under the *Road Traffic Act 1961* or a Police Officer, from outside the vehicle; and

- 4.1.2 The Primary Notice

5. COMMENCEMENT OF THIS NOTICE

- 5.1 This Notice is effective from 12.01 a.m. on 24 January 2014 until midnight 30 April 2014.

6. AUTHORISATION

DON HOGBEN, Director,
 Road Policy and Planning
 Department of Planning, Transport and Infrastructure
 Delegate for the Minister for Transport and Infrastructure

RULES OF COURT
Magistrates Court of South Australia
Amendment 2
to the
Magistrates Court (Civil) Rules 2013

PURSUANT to Section 49 of the Magistrates Court Act 1991 and all other enabling powers, we, the undersigned, do hereby make the following amendments to the **MAGISTRATES COURT (CIVIL) RULES 2013** as amended.

1. These Rules may be cited as the 'Magistrates Court (Civil) Rules 2013 (Amendment 2)'.

2. The Magistrates Court (Civil) Rules 2013 as amended by these amendments apply to and govern all actions commenced in the civil division of the Court on and after the date on which these amendments are gazetted.

3. Rules 24. (1) (a) and (b) are deleted and replaced with the following:

24. (1) (a) In a minor civil action, subject to any order of the Court, a short form of pleading disclosing the date(s), place(s), circumstances and the cause of action upon which the action is based is sufficient and a minor civil action under section 588FF of the Corporations Act 2001 must not attach an affidavit nor liquidators report.

(b) In a general jurisdiction claim pleadings must comply with the Supreme Court Civil Rules 2006 except that a claim under section 588FF of the Corporations Act 2001 must not attach an affidavit nor liquidators report.

4. Rule 25. (1) (a) is deleted and replaced with the following:

25. (1) (a) Except where otherwise provided, an action in the general jurisdiction must be commenced in Form 2 and in the minor civil jurisdiction must be commenced in Form 3.

(b) An action pursuant to section 588FF of the Corporations Act 2001 must be commenced in Form 2 or 3.

Dated 13 January 2014.

E. BOLTON, CM
A. J. CANNON, DCM
S. J. STUART, M
S. H. MILAZZO, M

RULES OF COURT
Magistrates Court of South Australia
Amendment 46
to the Magistrates Court Rules 1992

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

1. These Rules may be cited as the ‘Magistrates Court Rules 1992 (Amendment 46)’.

2. On the date of commencement of the Statutes Amendment (Fines Enforcement and Recovery) Act 2013 these amendments will come into effect and apply to all actions commenced in the Criminal Division of the Court from that date onwards.

3. Rule 4.12 is inserted as follows:

4.12 The jurisdiction conferred on the Court by the Criminal Law (Sentencing) Act 1988 ss 70K(11), 70P(6), 70U(1), 70U(10), must vest in the Criminal Division of the Court.

4. Rule 4.13 is inserted as follows:

4.13 The jurisdiction conferred on the Court by the Expiation of Offences Act 1996 s 14 must vest in the Criminal Division of the Court.

5. Rule 7.02 is inserted as follows:

7.02 In this Section ‘electronic filing’ means filing by electronic means by a method approved by the Chief Magistrate.

6. Rule 9A.00 is inserted as follows:

9A.00 FILING AND SERVICE

9A.01 The Registrar must endorse the Court copy of the document showing the date of service by the Registrar.

9A.02 The records of the Registrar may be accepted as proof of service of a document by the Registrar.

9A.03 In any other case, service may be proved by completing the proof of service certificate on the relevant form.

9A.04 A form filed by electronic filing will be deemed to be filed on the day when it is accepted for filing by the Courts Administration Authority.

7. Rule 14 is deleted and replaced with the following:

14.00 ENFORCEMENT OF PECUNIARY SUMS

Orders to Exclude Property from Sale or Direct Proceeds of Sale

14.01 An application to oppose the seizure and sale of assets pursuant to section 70K(11) of the Criminal Law Sentencing Act 1988 must comply with Form 58.

14.02 An affidavit complying with Form 115 must be filed with the application.

14.03 If available, a copy of the Written Determination made by the Fines Enforcement and Recovery Officer and a copy of the notice listing the property seized must accompany the application.

14.04 The Registrar must serve a copy of the application and all accompanying documentation on the Fines Enforcement Recovery Officer within one working day. It will be sufficient service for the purpose of this rule if the Fines Enforcement and Recovery Officer is notified in writing, electronically, by telephone, email or facsimile.

14.05 The Registrar must serve a copy of the application and all accompanying documentation on the debtor, if the debtor is not the applicant. Service may be effected:

- (a) Personally;
 - (b) By pre-paid post; or
 - (c) By email, if the address has been confirmed.
- 14.06 If the Court is satisfied that all reasonable efforts have been made to effect service on the debtor, but those efforts have failed, the Court may hear and determine the application.
- 14.07 The application must be listed for first mention as soon as practicable.
- 14.08 The Fines Enforcement and Recovery Officer must be present at the hearing.
- 14.09 Pending hearing the application, any seized property, the subject of the application, must not be disposed of, but held at such place and in such a manner as the Fines Enforcement and Recovery Officer directs.
- 14.10 An Order pursuant to section 70K(11) of the Act must comply with Form 59.

Order to Release a Seized and Clamped or Impounded Vehicle

- 14.11 An application to release a seized and clamped or impounded vehicle pursuant to section 70P(6) of the Criminal Law Sentencing Act 1988 must comply with Form 60.
- 14.12 An affidavit complying with Form 115 must be filed with the application.
- 14.13 If available, a copy of the Written Determination to clamp or impound and any Notice of Disposal made by the Fines Enforcement Recovery Officer must accompany the application.
- 14.14 The Registrar must serve a copy of the application and all accompanying documentation on the Fines Enforcement Recovery Officer within one working day. It will be sufficient service for the purpose of this rule if the Fines Enforcement and Recovery Officer is notified in writing, electronically, by telephone, email or facsimile.
- 14.15 The Registrar must also serve a copy of the application and all accompanying documentation on:
- (a) the debtor,
 - (b) the interested parties identified on Form 60; and
 - (c) the registered owner of the vehicle, if they are not the debtor or the applicant.
- 14.16 Service on any party, other than the applicant and the Fines Enforcement and Recovery Officer may be effected:
- (a) Personally;
 - (b) By pre-paid post; or
 - (c) By email, if the address has been confirmed.
- 14.17 If the Court is satisfied that all reasonable efforts have been made to effect service on a party to the application, but those efforts have failed, the Court may hear and determine the application.
- 14.18 The application must be listed for first mention as soon as practicable.
- 14.19 The Fines Enforcement and Recovery Officer is required to search and, on the first mention date, notify the Court of any other interested parties to the application.
- 14.20 The Registrar must serve a copy of the application and all accompanying documentation on the interested parties identified by the Fines Enforcement and Recovery Officer.
- 14.21 The Fines Enforcement and Recovery Officer must be present at the hearing.
- 14.22 Pending hearing the application, any seized property, the subject of the application, must not be disposed of, but held at such place and in such a manner as the Fines Enforcement and Recovery Officer directs.

- 14.23 An order for the release of a seized and clamped or impounded vehicle must comply with Form 61.

Community Service Order

- 14.24 An application for a community service order pursuant to section 70U(1) of the Criminal Law Sentencing Act 1988 must comply with Form 56.
- 14.25 An outline of the financial circumstances of the debtor must be filed with the application.
- 14.26 It is sufficient for the Fines Enforcement and Recovery Officer to file Form 56 and an outline of the debtor's financial circumstances by electronic filing.
- 14.27 The Fines Enforcement and Recovery Officer must serve a copy of the application on the debtor.
- 14.28 For the purpose of r 14.27, service of the application may be effected:
- (a) Personally;
 - (b) By pre-paid post; or
 - (c) By email, if the address has been confirmed.
- 14.29 The Fines Enforcement and Recovery Officer must be present at the hearing.
- 14.30 An order for community service must not be made in the absence of the debtor unless he or she has been personally served with the application.
- 14.31 A community service order must comply with Form 62.

Order Revoking Community Service

- 14.32 An application to revoke a community service order pursuant to section 70U(10) of the Criminal Law Sentencing Act 1988 must comply with Form 57.
- 14.33 An outline of the financial circumstances of the debtor must be filed with the application.
- 14.34 It is sufficient for the Fines Enforcement and Recovery Officer to file Form 57 and an outline of the debtor's financial circumstances by electronic filing.
- 14.35 The Fines Enforcement and Recovery Officer must serve a copy of the application and hearing details on the debtor.
- 14.36 For the purpose of r 14.34, service of the application may be effected:
- (a) Personally;
 - (b) By pre-paid post; or
 - (c) By email, if the address has been confirmed.
- 14.37 The Fines Enforcement and Recovery Officer must be present at the hearing and provide the following details:
- (a) the amount of the original pecuniary sum;
 - (b) the amount of the debt paid;
 - (c) the number of hours of community service performed in respect of the pecuniary penalty order; and
 - (d) the amount of the pecuniary sum outstanding.
- 14.38 So long as the debtor has been served, the Court can revoke a community service order in the absence of the debtor.
- 14.39 Where a community service order is revoked, an order to restore the pecuniary sums must comply with Form 63.
8. Rule 15.05 is inserted as follows:
- 15.05 A notice under section 27C(5) or section 62B(8) of the Act must comply with Form No 18.

9. Rule 47.00 is inserted as follows:

47.00 EXPIATION OF OFFENCES ACT 1996

47.01 An appeal of an enforcement determination pursuant to section 14 of the Expiation of Offences Act 1996 must comply with Form 55.

47.02 An affidavit complying with Form 115 must be filed with the application.

47.03 If available, a copy of the Enforcement Determination and the Expiation Notice must accompany the application.

47.04 The Registrar must serve a copy of the appeal and all accompanying documentation on the Fines Enforcement and Recovery Officer and the issuing authority.

47.05 Unless an application is made for the suspension of an enforcement action, the Registrar must list the appeal for hearing not less than 6 weeks from the date of service to the issuing authority.

47.06 Where the issuing authority or the Fines Enforcement and Recovery Officer wishes to oppose the appeal, they must file a Notice of Intention.

47.07 Where the issuing authority or the Fines Enforcement and Recovery Officer opposes the appeal, they must appear at the hearing.

47.08 It will be sufficient service for the purpose of this rule if the Fines Enforcement and Recovery Officer and the issuing authority are notified in writing, electronically, by telephone, email or facsimile.

10. Form 18 is deleted and replaced with Form 18.

11. Forms 47 – 51, and 55 – 72 are replaced with Forms 55 – 63.

Dated 13 January 2014.

E. BOLTON, CM
A. J. CANNON, DCM
S. J. STUART, M
S. H. MILAZZO, M

Form 18



NOTICE OF PENALTY
Magistrates Court of South Australia
www.courts.sa.gov.au

Court Use

Date Posted:

Name							
Address							
Registry					File No		
Address	Street			Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address		
In your absence you have been convicted of the following offence(s):							
Date Imposed	Offence				Offence Date	Penalty Due (Inc. costs etc)	
<p>You are disqualified from holding or obtaining a driver's licence commencing on _____ and ending at midnight on _____</p> <p>NOTE: You must not, under any circumstances drive any form of motor vehicle on a road or street (or any place to which the public have access) during the term of your disqualification.</p> <p>Driving under disqualification is a serious offence for which you can be imprisoned for up to 6 months for a first offence or up to two years for a second. Imprisonment is the penalty most often ordered by the court for this offence.</p>							
Payment Advice							
The amount is due within 28 days of the date it was imposed. You will need to pay the penalty within 28 days of this notice or enter into a payment arrangement with the Fines Enforcement and Recovery Officer. For all payment options please contact the Fines Enforcement and Recovery Unit on 1800 659 538.							
NOTICE TO THE DEFENDANT							
RE-HEARING							
Section 76A of the <i>Summary Procedure Act 1921</i> provides that the Court may, on its own initiative or on the application of any party, set aside a conviction or order provided that:							
<ul style="list-style-type: none"> a) the parties consent to have it set aside b) the conviction or order was made in error c) it is in the interest of justice to set aside the conviction or order 							
If you wish to have the conviction or order set aside, you must complete the application for Rehearing (Form 19) and file this application within 14 days of the day on which you received this notice. An application for Rehearing can be obtained online at www.courts.sa.gov.au/ForLawyers/Pages/Magistrates-Court-Criminal-Forms.aspx or by contacting the Call Centre on (08) 8204 2444.							
If you do not apply to have the conviction or order set aside within 14 days of the receipt of this notice the conviction or order will stand.							



APPEAL OF ENFORCEMENT DETERMINATION
Magistrates Court of South Australia
www.courts.sa.gov.au
Expiation of Offences Act 1996
 Section 14

Court Use
Fee Paid:
Date Filed:
Service on Issuing Authority:
Service on FERD:

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

Applicant						
Full Name						DOB
Address	Street		Telephone		Facsimile	
	City/Town/Suburb	State	Postcode	Email Address		

Issuing Authority						
Full Name						
Address	Street		Telephone		Facsimile	
	City/Town/Suburb	State	Postcode	Email Address		

Enforcement Determination Particulars						
Expiation Notice No.			Date of Offence			
Vehicle Registration			Date of Enforcement Determination			
Date of Notice of Determination						
Offence Particulars						

Grounds						
I apply to revoke the enforcement determination on the grounds that I did not commit the offence to which the expiation notice relates.						
<input type="checkbox"/> I make an application to appeal out of time (this must be sought if the appeal is being made more than 30 days after the Notice of Determination).						
<input type="checkbox"/> I make an application for an order for suspension of enforcement action.						

You must file and serve an affidavit explaining why you did not commit the offence to which the expiation notice relates and if you are appealing more than 30 days after the Notice of Determination you must explain the reasons for the delay. **Please attach the affidavit to this application and any documentary evidence supporting the application. If available, a copy of the Enforcement Determination and Expiation Notice must be filed.**

.....

Date APPLICANT

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

IMPORTANT NOTICE TO THE REGISTRAR
 The Registrar must serve a copy of the appeal on the Fines Enforcement and Recovery Officer and the Issuing Authority.

I, (issuing Authority)
hereby give notice that I intend to oppose the appeal.

.....
Date

.....
ON BEHALF OF THE
ISSUING AUTHORITY

IMPORTANT NOTICE TO THE ISSUING AUTHORITY

The above instructions on appeal are to be filed no later than 7 days before the hearing.

Form 56



APPLICATION FOR COMMUNITY SERVICE ORDER

Magistrates Court of South Australia
www.courts.sa.gov.au
Criminal Law (Sentencing) Act 1988
 Section 70U(1)

Court Use
Date Filed:

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

Debtor

Full Name				DOB		
Address	Street		Telephone		Facsimile	
	City/Town/Suburb	State	Postcode	Email Address		

Penalty No.	Date Issued	Offence	Offence Date	Amount Due (Inc. costs etc)

Total Amount Due: \$

Total Amount Includes: Victims of Crime Levy \$ Compensation \$

Grounds
 I make an application for a Community Service Order on the basis that the Debtor does not have, and is not likely within a reasonable time to have, the means to satisfy a pecuniary sum without the Debtor or his/her dependants suffering hardship.
 I attach an outline of the financial circumstances of the Debtor to this application.

Availability and Suitability for Community Service
 Number of hours available for community service: hours
 Suitability for community service has been confirmed.

.....
 Date

.....
FINES ENFORCEMENT AND RECOVERY OFFICER

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

Proof of Service of Application			
Name of deponent:			
Address of deponent:			
Name of person served:			
Address at which service effected:			
Date service effected:			
Time of day: Between		am/pm and	am/pm
Service of application effected:	<input type="checkbox"/> personally	<input type="checkbox"/> pre-paid post	<input type="checkbox"/> email
Certified this	day of	20

Form 57



APPLICATION TO REVOKE COMMUNITY SERVICE ORDER

Magistrates Court of South Australia

www.courts.sa.gov.au

Criminal Law (Sentencing) Act 1988

Section 70U(10)

Court Use
Date Filed:
Date Posted:

Registry				File No		
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>	<i>DX</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>		
Debtor						
Full Name					DOB	
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>	
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>		
Particulars of the Application						
Amount of original pecuniary sum:						
Amount of debt paid:						
Number of community service hours performed in respect of pecuniary penalty order:						
Amount of pecuniary sum outstanding:						
Grounds of Application						
The Fines Enforcement and Recovery Officer makes an application for revocation of the community service order and restoration of a pecuniary sum. This application is made on the basis that the debtor has the means to pay the fine without himself/herself or his/her dependants suffering hardship.						
The Fines Enforcement and Recovery Officer attaches an outline of the financial circumstances of the Debtor to this application.						
..... Date		 FINES ENFORCEMENT AND RECOVERY OFFICER			
Hearing details	Registry			Date		
	Address			Time am/pm		
	Telephone	Facsimile	Email Address			

Proof of Service of Application

Name of deponent:

Address of deponent:

Name of person served:

Address at which service effected:

Date service effected:

Time of day: Between am/pm and am/pm

Service of application effected: personally pre-paid post email

Certified this day of 20

Form 58



APPLICATION TO OPPOSE SEIZURE AND SALE OF ASSETS

Magistrates Court of South Australia

www.courts.sa.gov.au

Criminal Law (Sentencing) Act 1988

Section 70K (11)

Court Use

Date Filed:
Date Posted:
Service on FERO:

Registry				File No			
Address	Street			Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address		
Debtor							
Full Name						DOB	
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		
Applicant							
Full Name						DOB	
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		
Property Subject of the Order Sought							
Date on which property was seized:							
Please set out the details of the property in question:							
<i>(If the property is a vehicle, please include the registration and plate number. For real property, please include Certificate of Title number and address. If the property is electronics or whitegoods, please provide serial number.)</i>							
Grounds of Application							
I claim:							
<input type="checkbox"/> that the above mentioned property is not liable to seizure and sale; OR <input type="checkbox"/> an interest in the above mentioned property seized (not being the debtor).							
Provide evidence in support of this application in an affidavit <i>(set out full details of the nature of the claim)</i> .							
Please attach the affidavit to this application. If available, please also attach to this application a copy of the Written Determination and the Notice listing the property seized.							
..... Date			 APPLICANT			

Hearing details	Registry		Date	
	Address		Time	am/pm
	Telephone	Facsimile	Email Address	
IMPORTANT NOTICE TO THE REGISTRAR				
A copy of this application, affidavit and if applicable Written Determination and Notice must be served on Fines Enforcement and Recovery Officer <u>within one working day</u> .				
A copy must also be served on the debtor (if the debtor is not the applicant).				
IMPORTANT NOTICE TO APPLICANT AND/OR DEBTOR				
If you wish to be heard on this application, you should attend court at the date and time stated above otherwise the court may hear and determine the matter in your absence.				

Proof of Service

Name of deponent:

Address of deponent:

Service on the Debtor *(if applicable)*

Name of person served:

Address at which service effected:

Date service effected:

Time of day: Between am/pm and am/pm

Means of service: Email Telephone Writing

I certify that I served a copy of the application and affidavit in support in the manner herein specified.

Certified this day of 20



ORDER TO EXCLUDE PROPERTY FROM SALE OR DIRECT PROCEEDS OF SALE

Magistrates Court of South Australia

www.courts.sa.gov.au

Criminal Law (Sentencing) Act 1988

Section 70K(11)

Court Use
Date Filed:

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

Applicant

Full Name				DOB		
Address	Street		Telephone		Facsimile	
	City/Town/Suburb	State	Postcode	Email Address		

Details of the Order

- The application has been refused.
- I exclude the following property from sale by the Fines Enforcement and Recovery Officer:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- I direct that the proceeds from each item identified below be distributed in the manner specified.

Item	Manner of Distribution
1.	
2.	
3.	
4.	
5.	

Date of Order:

.....
Date

.....
MAGISTRATES COURT

Form 60



APPLICATION TO RELEASE A SEIZED AND CLAMPED OR IMPOUNDED VEHICLE

Magistrates Court of South Australia

www.courts.sa.gov.au

Criminal Law (Sentencing) Act 1988
Section 70P(6)

Court Use

Date Filed:
Date Posted:
Service on
FERO:

Registry					File No		
Address	Street			Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address		
Applicant							
Full Name						DOB	
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		
Debtor							
Full Name						DOB	
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		
Interested Party (If more than one party please attach further particulars)							
I advise the court that at the time of making this application, the following person has an interest in this vehicle.							
Full Name							
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		
Nature of interest							
Registered Owner							
I advise the court that at the time of making this application, the following person is the registered owner of this vehicle.							
Full Name							
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		
Description of Vehicle							
Make				Model			
Year of Manufacture				Registration No.			
Engine No.				Vehicle Identification No.			
Garaging address							

Grounds of Application

I claim an interest in the above mentioned vehicle that has been seized and clamped or impounded.

I make an application for release of the above mentioned vehicle.

Please attach to this application the Written Determination of the Fines Enforcement and Recovery Officer to clamp or impound and any Notice of Disposal.

Provide evidence of your interest in the vehicle and the grounds for release in an affidavit.

Please attach the affidavit to this application.

.....

Date

.....

APPLICANT

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

IMPORTANT NOTICE TO THE REGISTRAR

A copy of this application and affidavit must be served on the Fines Enforcement and Recovery Officer within **one working day**.

A copy must also be served on the debtor, interested party and registered owner (if the person is not the debtor or the applicant).

IMPORTANT NOTICE TO ALL PARTIES

If you wish to be heard on this application, you should attend court at the date and time stated above otherwise the court may hear and determine the matter in your absence.

IMPORTANT NOTICE TO THE FINES ENFORCEMENT AND RECOVERY OFFICER

The Fines Enforcement and Recovery Officer is required to notify the Registrar of any interested parties not already on the application.

Proof of Service (fill in where required)

Name of deponent:
Address of deponent:
Service on the Debtor
Name of person served:
Address at which service effected:
Date service effected:
Time of day: Between am/pm and am/pm
Service of application effected: personally pre-paid post email
Service on the registered owner of the vehicle (if applicable)
Name of person served:
Address at which service effected:
Date service effected:
Time of day: Between am/pm and am/pm
Service of application effected: personally pre-paid post email
Service on the interested party (if applicable)
Name of person served:
Address at which service effected:
Date service effected:
Time of day: Between am/pm and am/pm
Service of application effected: personally pre-paid post email
I certify that I served a copy of the application and affidavit in support in the manner herein specified.
Certified this day of 20

Form 61



ORDER TO RELEASE A SEIZED AND CLAMPED OR IMPOUNDED VEHICLE

Magistrates Court of South Australia

www.courts.sa.gov.au

Criminal Law (Sentencing) Act 1988

Section 70P(6)

Court Use

Date Filed:

Registry				File No		
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address	
Applicant						
Full Name					DOB	
Address	Street		Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address	
Description of Vehicle						
Make			Model			
Year of Manufacture			Engine No.			
Registration No.			Vehicle Identification No.			
Garaging address						
Details of the Order						
<input type="checkbox"/> The application has been refused.						
<input type="checkbox"/> The abovementioned vehicle be released into the custody of:						
Name:						
Address:						
Date of Birth:						
<input type="checkbox"/> The application of the proceeds of the sale of the abovementioned vehicle are to be dealt with in the following manner:						
Date of Order:						
..... Date		 MAGISTRATES COURT			

Form 62



NOTICE OF COMMUNITY SERVICE ORDER

Magistrates Court of South Australia
www.courts.sa.gov.au
Criminal Law (Sentencing) Act 1988

Court Use
Date Filed:
Date Posted:

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

Details of the person against whom the order has been made

Full Name					DOB		
Address	Street			Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address		

Details of the offence(s)/penalties to which the order relates

File No.	Count No.	Offence

Order

The court has considered the application pursuant to s70U(1) and is satisfied that the Debtor does not have, and is not likely within a reasonable time to have, the means to satisfy a pecuniary sum without the Debtor or his/her dependants suffering hardship.

OR

The Court has *found you guilty/convicted of the offence(s) listed above and has sentenced you this day as follows:

1. You are to perform _____ hours of community service within _____ months from the date of this order, and you must, until such time as you have finished working the required number of hour, obey the lawful directions of the community corrections officer to whom you are assigned for the purposes of the community service.
2. You are to be under the supervision of a community corrections officer for a period of _____ months from the date of this order and during that period must obey the lawful directions that are given to you by the community corrections officer to whom you are assigned for the purposes of supervision.
3. You are not to leave the State for any reason except with the written permission of the Fines Enforcement Recovery Officer (mandatory condition in respect of s70U matters only).
4. You are to report, within 2 working days of service, at the office of the Department of Community Corrections closest to your place of residence.

NOTE: You need not report, within the 2 day period, if you receive notice from the Department advising that you do not have to comply with this requirement.

Date of Order:

What can happen if you fail to comply with this order

If you fail to comply with any part of the order, you can be sentenced to imprisonment for a period not exceeding 12 months, calculated, in the case of a breach of clause 1, on the basis of 1 day for each 7.5 hours of community service not performed.

Duplicate notice handed to the above named person on the date set out hereunder.

Date

.....

RECEIPT ACKNOWLEDGED

Date

Timeam/pm

.....

SERVER

Form 63



**ORDER FOR RESTORATION OF
PECUNIARY SUM**

Magistrates Court of South Australia

www.courts.sa.gov.au

Criminal Law (Sentencing) Act 1988

Section 70U(10)

Court Use

Date Filed:

Registry				File No		
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb	State	Postcode	Email Address		
Debtor						
Full Name					DOB	
Address	Street		Telephone		Facsimile	
	City/Town/Suburb	State	Postcode	Email Address		
Details of the Order						
I revoke the Community Service Order on the basis that the debtor has the means to pay the fine without the debtor or his/her dependant suffering hardship.						
I order restoration of the pecuniary sum in the amount of:						
Date of Order:						
..... Date		 MAGISTRATES COURT			

NOTICE TO MARINERS

NO. 2 OF 2014

River Murray—Katarapko Creek

MARINERS are advised that due to fires on Katarapko Island in the Murray River National Park, Katarapko Creek is closed to navigation as many large gum trees are burning, some trees have fallen into the creek and others may do so.

Blocked Channel markers have been placed at both ends of the fire danger area:

Location	Zone 54H		Latitude	Longitude
	Easting	Northing		
Katarapko Creek				
Campsite 3	457845	6197802	34°21.616S	140°32.495E
Campsite 30	457032	6191618	34°24.960S	140°31.946E

Mariners must keep well clear of the area to ensure safety.

Dated 21 January 2014.

TOM KOUTSANTONIS, Minister for
Transport and Infrastructure

DPTI 2014/02432

WORKCOVER CORPORATION ACT 1994

Notice by the Minister

PURSUANT to Section 14A of the WorkCover Corporation Act 1994, I hereby direct the WorkCover Corporation to obtain my prior approval for all overseas travel to be undertaken by WorkCover Board members, the Chief Executive Officer or staff, where the cost is to be met by the Corporation.

This Direction does not apply to travel within Australasia (including New Zealand, Papua New Guinea and Australian Territories), unless the travel forms part of a more extensive itinerary encompassing other overseas destinations.

This Direction replaces the Ministerial Direction issued by the former Minister for Industrial Relations, the Honourable Michael Wright, MP on 12 March 2002 related to overseas travel.

Dated 17 January 2014.

JOHN RAU, Deputy Premier, Minister for
Industrial Relations

South Australia

Controlled Substances (Offences) Amendment Act (Commencement) Proclamation 2014

1—Short title

This proclamation may be cited as the *Controlled Substances (Offences) Amendment Act (Commencement) Proclamation 2014*.

2—Commencement of Act

The *Controlled Substances (Offences) Amendment Act 2013* (No 84 of 2013) will come into operation on 16 February 2014.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

AGO0007/14CS

South Australia

Criminal Assets Confiscation (Miscellaneous) Amendment Act (Commencement) Proclamation 2014

1—Short title

This proclamation may be cited as the *Criminal Assets Confiscation (Miscellaneous) Amendment Act (Commencement) Proclamation 2014*.

2—Commencement of Act

The *Criminal Assets Confiscation (Miscellaneous) Amendment Act 2013* (No 57 of 2013) will come into operation on 26 January 2014.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

AGO0188/13CS

South Australia

Health Practitioner Regulation National Law (South Australia) (Restricted Birthing Practices) Amendment Act (Commencement) Proclamation 2014

1—Short title

This proclamation may be cited as the *Health Practitioner Regulation National Law (South Australia) (Restricted Birthing Practices) Amendment Act (Commencement) Proclamation 2014*.

2—Commencement of Act

The *Health Practitioner Regulation National Law (South Australia) (Restricted Birthing Practices) Amendment Act 2013* (No 62 of 2013) will come into operation on 1 February 2014.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

HEAC-2013-00096

South Australia

Statutes Amendment (Dangerous Driving) Act (Commencement) Proclamation 2014

1—Short title

This proclamation may be cited as the *Statutes Amendment (Dangerous Driving) Act (Commencement) Proclamation 2014*.

2—Commencement of Act

The *Statutes Amendment (Dangerous Driving) Act 2013* (No 90 of 2013) will come into operation on 26 January 2014.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

AGO0180/13CS

South Australia

National Parks and Wildlife (Torrens Island Conservation Park—Preservation of Rights) Proclamation 2014

under section 43 of the *National Parks and Wildlife Act 1972*

Preamble

- 1 The Crown land described in Schedule 1 is, by another proclamation made on this day, added to the Torrens Island Conservation Park under section 29(3) of the *National Parks and Wildlife Act 1972*.
- 2 It is intended that, by this proclamation, certain existing and future pipeline rights and related rights of entry be preserved in relation to the land added to the conservation park.

1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Torrens Island Conservation Park—Preservation of Rights) Proclamation 2014*.

2—Commencement

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

3—Interpretation

In this proclamation—

Environment Minister means the Minister for the time being administering the *National Parks and Wildlife Act 1972*;

Mining Minister means the Minister for the time being administering the *Petroleum and Geothermal Energy Act 2000*;

work includes the operation of a transmission pipeline.

4—Existing rights to continue

Subject to clause 6, existing rights relating to the construction or operation of a transmission pipeline, together with rights of entry for that purpose, under the *Petroleum and Geothermal Energy Act 2000* may continue to be exercised in respect of the land described in Schedule 1.

5—New rights may be acquired

Rights relating to the construction or operation of a transmission pipeline, together with rights of entry for that purpose, may, with the approval of the Mining Minister and the Environment Minister, be acquired pursuant to the *Petroleum and Geothermal Energy Act 2000* in respect of the land described in Schedule 1, and may, subject to clause 6, be exercised in respect of that land.

6—Conditions for exercise of rights

A person in whom rights referred to in clause 4 or 5 are vested pursuant to the *Petroleum and Geothermal Energy Act 2000* (whether those rights were acquired before or after the making of this proclamation) must not exercise those rights in respect of the land described in Schedule 1 unless the person complies with the following conditions:

- (a) if work to be carried out in relation to the land in the exercise of those rights is a regulated activity within the meaning of the *Petroleum and Geothermal Energy Act 2000*, the person must ensure that—
 - (i) the work is not carried out until a statement of environmental objectives in relation to the activity that has been approved under that Act has also been approved by the Environment Minister; and
 - (ii) the work is carried out in accordance with the statement so approved;
- (b) if work to be carried out in relation to the land in the exercise of those rights has not previously been authorised (whether by inclusion in an approved statement of environmental objectives referred to in paragraph (a) or otherwise), the person must give at least 3 months notice of that proposed work to the Mining Minister and the Environment Minister and must supply each Minister with such information relating to the proposed work as the Minister may require;
- (c) if directions are agreed between the Mining Minister and the Environment Minister and given to the person in writing in relation to—
 - (i) carrying out work in relation to the land in a manner that minimises damage to the land (including the land's vegetation and wildlife) and the environment generally; or
 - (ii) preserving objects, structures or sites of historical, scientific or cultural interest; or
 - (iii) rehabilitating the land (including the land's vegetation and wildlife) on completion of the work; or
 - (iv) (where the work is being carried out in the exercise of rights acquired after the making of this proclamation) prohibiting or restricting access to any specified area of the land that the Ministers believe would suffer significant detriment as a result of carrying out the work,(being directions that do not reduce or otherwise detract from any requirement in respect of any of those matters contained in an approved statement of environmental objectives referred to in paragraph (a)), the person must comply with those directions in carrying out the work;
- (d) if a plan of management is in operation under section 38 of the *National Parks and Wildlife Act 1972* in respect of the land, the person must have regard to the provisions of the plan of management;
- (e) in addition to complying with the other requirements of this proclamation, the person—
 - (i) must take such steps as are reasonably necessary to ensure that objects, structures and sites of historical, scientific or cultural interest and the land's vegetation and wildlife are not unduly affected by any work; and
 - (ii) must maintain all work areas in a clean and tidy condition; and

- (iii) must, on the completion of any work, obliterate or remove all installations and structures (other than installations and structures designated by the Mining Minister and the Environment Minister as suitable for retention) used exclusively for the purposes of the work;
- (f) if no direction has been given by the Mining Minister and the Environment Minister under paragraph (c)(iii), the person must (in addition to complying with any approved statement of environmental objectives referred to in paragraph (a)) rehabilitate the land (including the land's vegetation and wildlife) on completion of the work to the satisfaction of the Environment Minister.

7—Governor may give approvals, directions

If—

- (a) the Mining Minister and the Environment Minister cannot agree as to whether—
 - (i) approval should be granted or refused under clause 5; or
 - (ii) a direction should be given under clause 6(c); or
- (b) the Environment Minister does not approve a statement of environmental objectives referred to in clause 6(a),

the Governor may, with the advice and consent of the Executive Council—

- (c) grant or refuse the necessary approval under clause 5 or clause 6(a); or
- (d) give a direction in writing under clause 6(c).

Schedule 1—Description of land

Allotments 300 and 304 in Deposited Plan 90964, Hundred of Port Adelaide;

Section 464, Hundred of Port Adelaide.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

14MSECCS001

South Australia

National Parks and Wildlife (Torrens Island Conservation Park) Proclamation 2014

under section 29(3) of the *National Parks and Wildlife Act 1972*

1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Torrens Island Conservation Park) Proclamation 2014*.

2—Commencement

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

3—Alteration of boundaries of Torrens Island Conservation Park

The boundaries of the Torrens Island Conservation Park are altered by adding to the Park the following Crown land:

Allotments 300 and 304 in Deposited Plan 90964, Hundred of Port Adelaide;
Section 464, Hundred of Port Adelaide.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

14MSECCS001

South Australia

Supreme Court (Conferral of Jurisdiction of Land and Valuation Court) Proclamation 2014

under section 62C of the *Supreme Court Act 1935*

Preamble

- 1 By proclamation made on 17 January 2013 (*Gazette 17.1.2013 p79*) the jurisdiction of the Land and Valuation Court was conferred on the Honourable Malcolm Fraser Blue, a judge of the Supreme Court of South Australia.
 - 2 It is in the interests of the administration of justice to confer permanently the jurisdiction of the Land and Valuation Court on an additional judge.
-

1—Short title

This proclamation may be cited as the *Supreme Court (Conferral of Jurisdiction of Land and Valuation Court) Proclamation 2014*.

2—Commencement

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

3—Conferral of jurisdiction of Land and Valuation Court

Pursuant to section 62C(4) of the *Supreme Court Act 1935*, the jurisdiction of the Land and Valuation Court is permanently conferred on the Honourable Gregory John Parker, a judge of the Supreme Court of South Australia.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

AGO0003/14CS

South Australia

Liquor Licensing (Dry Areas) Variation Regulations 2014

under the *Liquor Licensing Act 1997*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Liquor Licensing (Dry Areas) Regulations 2012*

- 4 Insertion of Schedules
 - Schedule—Jamestown Area 1
 - Schedule—Jamestown Area 2
 - 5 Insertion of Schedules
 - Schedule—Laura Area 1
 - Schedule—Laura Area 2
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Liquor Licensing (Dry Areas) Variation Regulations 2014*.

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 *Liquor Licensing (Dry Areas) Regulations 2012*

4—Insertion of Schedules

After Schedule—Henley Beach South Area 1 insert:

Schedule—Jamestown 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 Jamestown, comprising the car park and adjoining land on the corner of Ayr Street and King Edward Terrace, bounded as follows: commencing at the point at which the prolongation in a straight line of the southern boundary of Cockburn Road meets the western boundary of King Edward Terrace, then westerly along that prolongation in a straight line for 100 metres, then in a straight line by the shortest route to the southern kerb line of the carriageway of Ayr Street, then easterly along that kerb line to the western boundary of King Edward Terrace, then southerly along that boundary of King Edward Terrace to the point of commencement.

Schedule—Jamestown Area 2**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 Jamestown, generally known as the Jamestown Skate Park (located adjacent to the western boundary of St James School Oval), comprising the whole of the built structures of the skating area together with all land that lies within 20 metres of the outer boundary of those built structures.

5—Insertion of Schedules

After Schedule—Kingscote Area 1 insert:

Schedule—Laura 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 Laura, comprising a car park and adjoining land, bounded on the north by the southern boundary of Victoria Street, on the west by the western boundary of Mill Street (the eastern boundary of Section 445 Hundred of Booyoolie), on the south by the northern boundary of North Terrace and on the east by the western kerb line of the carriageway of Mill Street.

Schedule—Laura Area 2

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 Laura, generally known as the Laura Skate Park (located near the centre of Section 445 Hundred of Booyoolie), comprising the whole of the built structures of the skating area together with all land that lies within 3 metres of the outer boundary of those built structures.

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 January 2014

No 18 of 2014

MLI0039/13CS

South Australia

Liquor Licensing (Dry Areas) Variation Regulations 2014

under the *Liquor Licensing Act 1997*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Liquor Licensing (Dry Areas) Regulations 2012*

- 4 Variation of Schedule—Spalding Area 1
 - 5 Variation of Schedule—Wilmington Area 1
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Liquor Licensing (Dry Areas) Variation Regulations 2014*.

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 *Liquor Licensing (Dry Areas) Regulations 2012*

4—Variation of Schedule—Spalding Area 1

Schedule—Spalding Area 1, clause 2—delete "From 12 noon on 16 February 2013 to 12 noon on 17 February 2013." and substitute:

From 12 noon on 15 February 2014 to 12 noon on 16 February 2014.

5—Variation of Schedule—Wilmington Area 1

Schedule—Wilmington Area 1, clause 2—delete "From 12 noon on 26 January 2013 to 4 pm on 27 January 2013." and substitute:

From 12 noon on 25 January 2014 to 4 pm on 26 January 2014.

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 January 2014

No 19 of 2014

MLI0038/13CS

South Australia

Travel Agents Variation Regulations 2014

under the *Travel Agents Act 1986*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Travel Agents Regulations 2011*

- 4 Substitution of regulation 10
10 Trust deed
 - 5 Substitution of Schedule 2
Schedule 2—Travel Compensation Fund Substitution Trust Deed
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Travel Agents Variation Regulations 2014*.

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 *Travel Agents Regulations 2011*

4—Substitution of regulation 10

Regulation 10—delete the regulation and substitute:

10—Trust deed

For the purposes of section 19(2) of the Act, the trust deed is set out in Schedule 2.

Note—

The trust deed as set out in Schedule 2 was substituted for the original trust deed (as made on 12 December 1986 and amended to 5 August 2011) under clause 29 of the original trust deed.

5—Substitution of Schedule 2

Schedule 2—delete Schedule 2 and substitute:

**Schedule 2—Travel Compensation Fund Substitution
Trust Deed****TRAVEL COMPENSATION FUND SUBSTITUTION TRUST
DEED**

THIS DEED is made the **SEVENTEENTH** day of **JUNE 2013** by:

DEIRDRE MARY GRUSOVIN of 1 Oxford Street, Darlinghurst in the State of New South Wales (being the Minister for Consumer Affairs in that State) for the Crown in the right of that State,

PETER CORNELIS SPYKER of 500 Bourke Street, Melbourne in the State of Victoria (being the Minister for Consumer Affairs in that State) for the Crown in the right of that State,

CHRISTOPHER JOHN SUMNER of 25 Grenfell Street, Adelaide in the State of South Australia (being the Minister for Public and Consumer Affairs in that State) for the Crown in the right of that State,

KEITH JAMES WILSON of 600 Murray Street, West Perth in the State of Western Australia (being the Minister for Consumer Affairs in that State) for the Crown in the right of that State,

hereinafter referred to as “the settlors”.

WHEREAS

- A. The Governments of the States of New South Wales, Victoria, South Australia and Western Australia entered into a Participation Agreement dated 19 September 1986 (“the Participation Agreement”) relating to the licensing of persons carrying on or intending to carry on business as travel agents and the regulation of their operations,
- B. The Governments of Queensland, Tasmania and Australian Capital Territory subsequently became signatories to the Participation Agreement,
- C. Reference is made in the Participation Agreement to a compensation fund,
- D. The settlors are the Ministers of the Crown who were respectively responsible for the Act in each State, as at 19 September 1986,
- E. The settlors by the Original Deed appointed the persons named in clause II of this Deed to act as Trustees of the trust created upon the terms set out in this Deed in respect of a fund known as the Travel Compensation Fund and to be responsible for administration of the Scheme provided for in this Deed. In accordance with clause 4, replacement Trustees have been appointed from time to time,
- F. As soon as the Original Deed came into force and effect the settlors lodged with the Trustees the sum of one hundred dollars to be held by them on the trusts set out in this Deed,

- G. The Ministers with responsibility for administering the State Acts which regulate Travel Agents, commonly called the Travel Agents Act of the participating States, have prepared a Travel Industry Transition Plan dated 7 December 2012, which sets out a pathway to deregulate the travel industry in Australia, characterised by the abolition of the Co-operative Scheme of Uniform Regulation of Travel Agents (“the National Scheme”), the closure of the Travel Compensation Fund and removal of the requirement to hold a licence to carry on business as a travel agent,
- H. As envisaged in clause 29 of the Original Deed, the Ministers have decided to substitute the Original Deed with this Deed, and
- I. This Deed set out the timeframes for achieving deregulation of the travel industry as outlined in the Travel Industry Transition Plan.

NOW THIS DEED WITNESSES as follows—

- I. It is hereby declared that this Deed is in substitution for the Original Deed and that the Trust is established on the terms and conditions which are set out in the Schedule hereto and that this Deed includes that Schedule (as amended from time to time).
- II. The settlors originally appointed the following persons to act as Trustees:
- (i) as the nominee of the New South Wales Minister under clause 4.1, John William Andrew Holloway of 39 Carcoola Avenue, Chipping Norton in the State of New South Wales,
 - (ii) as the nominee of the Victorian Minister under clause 4.1, John David Hall of 70 Scott Street, Beaumaris in the State of Victoria,
 - (iii) as the nominee of the South Australian Minister under clause 4.1, Philip Herschel Nicholls of 5 Robert Street, Unley in the State of South Australia,
 - (iv) as the nominee of the Western Australian Minister under clause 4.1, Paul Richard Glanville of Unit 5, 286 Mill Point Road, South Perth in the State of Western Australia,
 - (v) as the nominees of the Ministers under clause 4.1, Osmond Francis William Pitts of 18 Greenfield Avenue, Middle Cove in the State of New South Wales,
Allen Charles Corbett of 2 Singleton Road, North Balwyn in the State of Victoria,
Michael Anthony Gilmour Thompson of 103 Monmouth Street, North Perth in the State of Western Australia,
Francis William O’Gorman of 77 Rugby Street, Malvern in the State of South Australia, and
 - (vi) as the nominee of the Ministers under clause 4.3, Neil Francis Francey of Unit 6, 59 Kirribilli Avenue, Kirribilli in the State of New South Wales.
- III. This Deed shall come into force and effect on 1 July 2013, provided it has been executed by each of the Ministers and the persons then appointed to act as Trustees have consented so to act.

- IV. This Deed may be signed by counterparts and, if so, the respective counterparts taken together shall constitute this Deed.

IN WITNESS WHEREOF each of the Ministers has executed this Deed for and on behalf of the Crown in right of their State in their capacity as Minister with responsibility for administering the State Acts which regulate Travel Agents (but not in a personal capacity) on the date stated above.

**SIGNED, SEALED AND
DELIVERED by the said** }
in the presence of:

**SIGNED, SEALED AND
DELIVERED by the said** }
in the presence of:

**SIGNED, SEALED AND
DELIVERED by the said** }
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DELIVERED by the said** }
in the presence of:

**SIGNED, SEALED AND
DELIVERED by the said** }
in the presence of:

SCHEDULE

- 1 INTERPRETATION
- 2 TITLE AND OBJECTS OF THE TRUST
- 3 PURPOSES OF TRUST
- 4 TRUSTEES
- 4A GENERAL POWERS AND DUTIES OF BOARD
- 5 THE FUND
- 6 CONTRIBUTIONS, FEES, LEVIES AND PENALTIES
- 7 INVESTMENT OF MONEY
- 8 APPLICATION FOR ELIGIBILITY AS PARTICIPANT
- 9 ELIGIBILITY CRITERIA AS PARTICIPANT
- 10 ACCEPTANCE AS PARTICIPANT
- 11 DECLARED PARTICIPANT
- 12 INFORMATION BY PARTICIPANT
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12C	REINSTATEMENT AS PARTICIPANT
13	HEARINGS AND APPEALS
14	REGISTER OF PARTICIPANTS
15	PAYMENT OF COMPENSATION
16	CLAIMS FOR COMPENSATION
17	AMOUNT OF COMPENSATION
18	EMERGENCY COMPENSATION
19	APPEALS
20	MANAGEMENT COMMITTEE
21	COMMITTEES
21A	CONDUCT OF MEETINGS
22	APPEAL COMMITTEE
23	SECRECY
24	ACCOUNTS AND AUDIT
25	ANNUAL REPORT
26	NOTICES
27	TERMINATION OF TRUST
28	TRUST FUNDS NOT PAYABLE TO PARTICIPANTS
30	AMENDMENT OF TRUST DEED
31	GOVERNING LAW AND JURISDICTION
32	CONSEQUENTIAL PROVISIONS RESULTING FROM AMENDMENTS

1 INTERPRETATION

1.1 In this Deed and in any document or statement issued under it, unless a different meaning is indicated:

"Act" means—

- (a) the *Agents Act 2003* in force in the Australian Capital Territory, and
- (b) the *Travel Agents Act* in force in any other State,

"AFTA" means the Australian Federation of Travel Agents Limited,

"Acting Chief Executive Officer" means the person employed or appointed as such under clause 4A.1(c)(ii),

"agency" means the government body administering the Act,

"Appeal Committee" means the committee established under clause 22,

"bank" means a bank:

- (a) as defined in the *Banking Act 1959* of the Commonwealth of Australia, or
- (b) that carries on banking business on behalf of a State under the authority of the laws of that State,

"Board" means the Board of Trustees referred to in clause 4,

"Chief Executive Officer" means the person employed as such under clause 4A.1 (c),

"claim" means a claim for compensation made under clause 16,

"client account" means an account that only holds money received in advance in respect of travel arrangements or travel-related arrangements,

"compensation" means any compensation payable pursuant to this Deed to a person,

"contribution" means any contribution determined by the Board under clause 6,

"direct pecuniary loss" means the loss of money actually paid by a person by whatever means to a travel agent,

"Failure to account" includes a failure:

- (a) to arrange or procure the services that are the subject of the travel arrangements or travel-related arrangements other than where the failure to arrange or procure the services is due to the insolvency or other collapse of an operator, apart from an operator referred to in clause 1.2, and
- (b) to provide a refund for money or other valuable consideration paid by the person in respect of the services not arranged or procured,

"fee" means a fee determined by the Board under clause 6,

"Fund" means the Travel Compensation Fund referred to in clause 5,

"levy" means a levy determined by the Board under clause 6,

"licensing authority" means the person or body in a State responsible for licensing travel agents under the Act,

"loss" means any direct pecuniary loss or other loss,

"management" includes direction, conduct and control,

"Management Committee" means the committee established under clause 20,

"member" means—

- (a) a member of a committee, or
- (b) a member of a Management Committee,

"Minister" means the Minister of the Crown in a State responsible for the Act,

"Ministerial Council" means the Ministerial Council established under the Participation Agreement,

"money" means the lawful currency of any Country, State or Nation which such Country, State or Nation uses as its medium of exchange and a measure of value,

"notice" includes a notification,

"operator" means a person who operates—

- (a) any transport system or transport facility, or

- (b) any hotel, lodging house or other place of accommodation, or
- (c) any restaurant or other eating or drinking place, or
- (d) any place of entertainment, leisure or study, or
- (e) any other facility or place in respect of which any travel arrangement or travel-related arrangement is made,

"Original Deed" means the deed dated 12 December 1986 creating the Travel Compensation Fund,

"other loss" means the loss of valuable consideration (including money) incurred by a claimant compensable under this Deed,

"participant" means a person who is—

- (a) accepted as a participant of the Fund under clause 10, or
- (b) declared to be a participant of the Fund under clause 11,

"Participation Agreement" means the Agreement made on 19 September 1986 between certain States to establish the scheme,

"person" includes a body corporate, firm, partnership or other body,

"scheme" means the co-operative scheme referred to in the Participation Agreement,

"Standing Committee" means the Consumer Affairs Australia and New Zealand (CAANZ),

"State" means a State or Territory that participates in the scheme,

"travel agent" means:

- (a) other than in clause 15.9, a person who carries on business as a travel agent in a State within the meaning of the Act of that State,
- (b) in clause 15.9, any person who carries on business as a travel agent whether or not in a State and whether in Australia or elsewhere,

"travel arrangement" means any arrangement entered into in a State with a travel agent for the provision of services which in that State constitutes the carrying on of business as a travel agent in that State,

Travel Compensation Fund means the fund referred to in the Participation Agreement and established in accordance with the provisions of this Deed,

Travel Industry Transition Plan means the document dated 7 December 2012 which sets out the pathway to reform and deregulation of the travel industry,

"travel-related arrangement" means:

- (a) any arrangement relating to—
 - (i) hotel and airport transfers, or
 - (ii) accommodation and meals, or
 - (iii) car hire, or
 - (iv) theatre and entertainment tickets, or

(v) travellers cheques drawn against someone other than the person providing them, and

(b) any other arrangement that in the opinion of the Board is normally incidental to travel arrangements,

"Trust" means the Trust established under clause 2,

"Trustee" means a person appointed as a Trustee under clause 4,

"year" means the period from 1 January to the next succeeding 31 December.

1.2 A person who enters into a contract to provide services of which some are travel arrangements or travel-related arrangements and others are provided by the person as an operator is not an operator for the purpose of this Deed in respect of any of the services referred to in that contract.

1.3 Any parts of speech or grammatical forms of a word or expression defined in this Deed have corresponding meanings.

1.4 Words in the singular include the plural and words in the plural include the singular.

1.5 A reference to:

(a) Parts and clauses is a reference to Parts and clauses, including subclauses and paragraphs, of this Schedule, and

(b) the Schedule is a reference to the Schedule to this Deed.

1.6 A reference to a statute is a reference to:

(a) the statute as amended, consolidated or replaced by any other statute, and

(b) any orders, ordinances, regulations, rules and by-laws made under the statute.

1.7 A heading does not affect the interpretation of this Deed.

2 TITLE AND OBJECTS OF THE TRUST

2.1 The trust established by this Deed shall be known as the Travel Compensation Fund.

2.2 The object of the Trust is to provide a trust fund on the terms hereof for the benefit of:

(a) the Crown in the right of a State,

(b) any person who pays money or other valuable consideration to a travel agent in respect of any travel arrangement or travel-related arrangement if—

(i) the travel agent fails to account for that money or consideration, or

(ii) the travel agent passes all or part of that money or consideration to another travel agent who fails to account for that money or consideration in the capacity as a travel agent, or

- (iii) it appears likely that the travel agent or other travel agent will fail to account for that money or consideration as set out in clause 2.2(b)(i) or (ii), and
- (c) to support implementation of the Travel Industry Transition Plan.

3 PURPOSES OF TRUST

3.1 The purposes of the Trust are:

- (a) to provide compensation to certain people who deal with travel agents, and
- (b) to provide for the operation of the Fund, and
- (c) to provide funding as directed by the Ministerial Council for services which support the implementation of the Travel Industry Transition Plan.

4 TRUSTEES

4.1 The Trust is to be operated by a Board of Trustees consisting of 9 Trustees appointed by the Ministerial Council of whom:

- (a) one is the chairperson, and
- (b) 2 are persons who have knowledge of the interests of travel consumers, and
- (c) 2 are persons who have knowledge and experience of the travel industry, and
- (d) one is another person who has knowledge and experience of the travel industry, and
- (e) 3 are persons representing the Ministerial Council.

4.2 The Trustees are to be appointed by the Ministerial Council in the following manner:

- (a) the appointment of chairperson is to be made from applications submitted as a result of public advertisement of the position,
- (b) the appointments of the 2 persons referred to in clause 4.1(b) are to be made from—
 - (i) applications submitted as a result of public advertisement of the positions, and
 - (ii) nominations made by the Australian Consumers Association and the Consumers Federation of Australia,
- (c) the appointments of the 2 persons referred to in clause 4.1(c) are to be made from at least 4 nominations made by AFTA from its members,
- (d) the appointment of the persons referred to in clause 4.1(d) is to be made from nominations made by the Australian Tourism Export Council Limited,
- (e) the appointments of the 3 persons referred to in clause 4.1(e) are to be made—

- (i) in respect of the first person, of a representative of the agency of New South Wales or Victoria on a rotating basis, and
 - (ii) in respect of the second person, of a representative of the agency of Queensland or Western Australia on a rotating basis, and
 - (iii) in respect of the third person, a representative of the agency of South Australia, Tasmania or the Australian Capital Territory on a rotating basis, or
 - (f) notwithstanding (a) to (e) above, at their absolute discretion, the Ministerial Council may reappoint some or all of the Trustees then appointed under the Original Deed.
- 4.3** Nominations for the appointments of Trustees are to be:
- (a) made by the closing date as fixed by the Ministerial Council, and
 - (b) lodged with the Standing Committee.
- 4.4** The Standing Committee is to:
- (a) consider all nominations, and
 - (b) submit to the Ministerial Council a list of suitable persons from those nominations within 4 weeks after the closing date.
- 4.5** The Ministerial Council may reject any nomination and call for further nominations.
- 4.6** The Ministerial Council is to ensure that as far as practicable membership of the Board represents all the States.
- 4.7** The term of office of a Trustee is:
- (a) a period not exceeding 3 years from the date of the appointment as specified in the instrument of appointment for a Trustee appointed under clause 4.2(a), (b), (c) or (d), and
 - (b) a period not exceeding 2 years from the date of the appointment as specified in the instrument of appointment for a Trustee appointed under clause 4.2(e), and
 - (c) in all circumstances of appointment, ended when the Trust is terminated.
- 4.8** A Trustee is eligible for re-appointment.
- 4.9** A Trustee:
- (a) may resign by notice in writing to the Board, and
 - (b) is taken to have resigned if absent without leave from 3 consecutive meetings of the Board.
- 4.10** The Ministerial Council may remove a Trustee from office if the Trustee:
- (a) becomes bankrupt or makes any arrangement or composition with the Trustee's creditors generally, or

- (b) becomes of unsound mind or the Trustee's estate is liable to be dealt with in any way under the law relating to mental health that applies in the State where the Trustee resides, or
 - (c) is subject to any penalty in the Act or any Act relating to trustees, or
 - (d) being a participant, is found by the Board not to be eligible to remain a participant, or
 - (e) is an officer of a body corporate participant that is found by the Board not to be eligible to remain a participant, or
 - (f) is convicted, or proven guilty, of a criminal offence punishable on conviction by imprisonment for 2 years or more, or
 - (g) is for any other reason not fit to continue to be a Trustee.
- 4.11** The Ministerial Council may terminate or extend the term of office of a person who is a Trustee immediately before the substitution of the Original Deed with this Deed takes effect to ensure that the membership of the Board reflects the matters referred to in clause 2.2 and clause 3.1.
- 4.12** A person who is a Trustee immediately before the substitution of the Original Deed with this Deed takes effect continues as a Trustee until:
- (a) the Ministerial Council terminates the Trustee's term of office under clause 4.11, or
 - (b) the Trustee's term of office expires.
- 4.13** The Ministerial Council may appoint a person to replace a Trustee if the Trustee resigns or is removed before the Trustee's term of office expires:
- (a) from any nominations previously made in respect of that office, or
 - (b) in any other manner it considers appropriate.
- 4.14** The Ministerial Council may extend the term of office of a Trustee for a period not exceeding 3 years.
- 4.15** Where the term of office of a Trustee has ceased other than by operation of clause 4.9 or clause 4.10, and the Ministerial Council has not made an appointment under clause 4.2 or clause 4.13 in respect of the office of the Trustee, or extended the term of office of the Trustee under clause 4.14, the Board may extend the term of office of the Trustee for a period not exceeding 6 months, but the appointment shall cease upon the Ministerial Council making an appointment or extending the term of office under clause 4.2, clause 4.13 or clause 4.14.
- 4.16** A Trustee appointed under clause 4.2(e) (iii) and (iv) representing an agency in a State must consult at regular intervals with a representative of the other agency or agencies referred to in the relevant subparagraph of that clause.

4A GENERAL POWERS AND DUTIES OF BOARD

4A.1 The Board has the following duties:

- (a) to pay out of the Fund any claim admitted under clause 16.6,
- (b) to pay out of the Fund any costs, charges and expenses incurred in:

- (i) managing the Trust, or
 - (ii) exercising any of its powers, or
 - (iii) carrying out the purposes of the Trust, or
 - (iv) terminating the Trust, or
 - (v) paying the legal costs of the Board or a Trustee reasonably incurred in carrying out duties and exercising powers under this Deed,
- (c)
- (i) to employ a person as a Chief Executive Officer, to manage the administration of the Fund, or
 - (ii) to employ or appoint a person as an Acting Chief Executive Officer to manage the administration of the Fund,
- (d) to give receipts and discharges for money received by or on behalf of the Board or otherwise relating to any matter provided for in this Deed,
- (e) to pay a Trustee the expenses, fees and allowances to which the Trustee is entitled,
- (f) to pay the expenses or costs, not otherwise provided for in this Deed that the Board determines to be reasonable,
- (g) to advise the Ministerial Council on any matter arising from its powers and duties that may affect any policy matter relating to the scheme, including the transitional arrangements for termination of the Travel Compensation Fund as envisaged in the Travel Industry Transition Plan, and
- (h) to publish information concerning the operations of the Trust.

4A.2 The Board has the following powers:

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments,
- (b) for the purpose of conducting the affairs of the Trust, to raise money and secure over the whole or any part of the Fund the payment of money to any person, firm, association, body or bank in any manner or on any terms the Board thinks fit,
- (c) to insure or re-insure the Board and all past and present Trustees against any claims made upon or against them under this Deed and to settle the terms of the insurance and to pay from the Fund the premiums and charges for that insurance,
- (d) to give a guarantee or indemnity for the payment of money or the performance of a contract, obligation or undertaking by a person, firm or association, and to give any security over the assets of the Fund for the guarantee or indemnity,
- (e) to deal with any real or personal property or any interest in it,
- (f) to execute and release mortgages,

- (g) to open and operate upon any account with any bank or other financial institution,
 - (h) to take any action the Board considers necessary:
 - (i) to adequately protect the Fund, or
 - (ii) to recover a debt owing to it, or
 - (iii) to release or compound that debt, or to give time for the payment of that debt,
 - (i) to appear in any appeal brought against a decision made by the Board,
 - (j) to institute or defend legal proceedings in the name of the Trust,
 - (k) to make arrangements and enter into contracts to underwrite any part of the liabilities of the Trust,
 - (l) to deposit securities included in the Fund with a bank,
 - (m) to appoint actuaries, accountants, solicitors, barristers and other professional advisers to represent, advise and act on behalf of the Board,
 - (n) to employ any persons to assist in the administration of the Fund or anything required or permitted to be done by the Board,
 - (o) to do anything incidental to the performance of its functions.
- 4A.3** The Board, in exercising any power or performing any duty, must take into account any relevant decision of the Ministerial Council.
- 4A.4** The Board may delegate:
- (a) subject to clause 20.2, powers and duties relating to the administration of the Fund to the Management Committee, and
 - (b) powers and duties relating to the administration of the Fund to the Chief Executive Officer or the Acting Chief Executive Officer other than the powers and duties under clauses 4A.1(c)(i), 4A.2(b), 4A.2(d), 4A.4, 15.3, 20, 21, 25, 27 and 29.1.
- 4A.5** A Trustee is not liable to a participant or any other person bound by this Deed for:
- (a) any losses incurred in performing any duty or exercising any power as a Trustee other than those arising from the Trustee's own wilful neglect or default, or
 - (b) the acts or defaults of any other Trustee, or
 - (c) an act done in good faith and in conformity with the decisions of the Board.
- 4A.6** The Board is not liable for the neglect or default of any actuary, accountant, auditor, legal practitioner, banker or other agent employed or appointed in good faith by the Board.
- 4A.7** A Trustee:
- (a) is to be indemnified against any liability incurred in execution of the duties of the Trustee, other than if it arises from the Trustee's wilful neglect or default, and
 - (b) has a lien on the Fund for that indemnity.

5 THE FUND

- 5.1** There shall be established a fund called the Travel Compensation Fund which shall be held and applied by the Trustees for the purposes of this Trust.
- 5.2** The Fund consists of the following:
- (a) any money or property transferred to, acquired, received or held by the Board for the purposes of the Trust,
 - (b) any contributions, fees, levies and penalties,
 - (c) any investments in the name of the Trust,
 - (d) any income earned on money invested by the Board,
 - (e) any money paid by an insurer under a contract of insurance or indemnity entered into by the Board,
 - (f) any money recovered by the Board under this Deed or by some other action lawfully taken by it, and
 - (g) any other money lawfully paid into the Fund.
- 5.3** The Board may cause the books of account of the Fund to show separately money and property received and held for the purposes of meeting claims and administrative expenses of the Fund.
- 5.4** The Board is not prevented from transferring funds or property between separate accounts if it considers it to be appropriate.

6 CONTRIBUTIONS, FEES, LEVIES AND PENALTIES

- 6.1** The Board is to determine the amount, method of calculation and manner of collection of all contributions, fees, levies and penalties payable to the Fund by participants and any other persons applying to be participants of the Fund.
- 6.2** The Board may fix any or all of the following:
- (a) an initial contribution payable upon application,
 - (b) an additional contribution or special levy if it is of the opinion that the Fund is insufficient to meet the existing or potential liabilities of the Trust,
 - (c) an application fee,
 - (d) an administration fee,
 - (e) an annual renewal fee,
 - (f) an additional fee or late filing fee or penalty fee for any participant who fails to meet obligations under this Deed,
 - (g) an additional fee, contribution or special levy for each location at which a participant carries on business as a travel agent in addition to the participant's first location.

- 6.3** The Board may waive, refund or cease to fix in part or whole any contribution, fee, levy or penalty if it considers the circumstances justify it. This power includes, but is not limited to, the waiving, refunding or ceasing to fix any contribution, fee, levy or penalty no longer payable as a consequence of the transitional arrangements for termination of the Travel Compensation Fund as envisaged in the Travel Industry Transition Plan.

7 INVESTMENT OF MONEY

- 7.1** The Board is to pay any money received by it into any account kept by it.
- 7.2** The Board is to invest any of the Fund that is not required for the immediate purposes of the Trust in any one or more of the following:
- (a) bank-accepted bills and interest-bearing deposits with banks,
 - (b) bonds or securities issued or guaranteed by a State Government or the Commonwealth Government,
 - (c) units in cash trusts or other negotiable investment forms that:
 - (i) are guaranteed by, or have full recourse to, a bank, or
 - (ii) consist solely of investments guaranteed by a bank or investments specified in clause 7.2 (a) and (b),
 - (d) any other investments which trustees may lawfully make in the State where the investment is made.
- 7.3** The Board may realise investments at any time.
- 7.4** Any document relating to the operation of any account or investment is to be signed in the manner the Board directs.
- 7.5** The Board may authorise any person to make deposits to any account kept by it.

8 APPLICATION FOR ELIGIBILITY AS PARTICIPANT

- 8.1** Up until 30 June 2014 only, a person who intends to operate as a travel agent may apply in writing to the Board for a determination that the person is eligible to be a participant of the Fund.
- 8.2** An application is to be:
- (a) in a form specified by the Board, and
 - (b) accompanied by the relevant contribution and application and administration fees.
- 8.3** The Board may require a person to supply any further information it reasonably requires to enable it to determine whether the person is eligible to be a participant.
- 8.4** If a person fails to comply with a requirement by the Board to supply further information within 3 months after the requirement is made, the application lapses.
- 8.5** If a person, in making an application or providing information, makes a statement that is false or misleading, the Board may require the person to show just cause why it should not determine that the person is not eligible to be a participant.

9 ELIGIBILITY CRITERIA AS PARTICIPANT

9.1 In determining whether a person is eligible to be a participant, the Board may take into account whether the person, an employee of that person or, if the person is a body corporate, an officer of that body corporate:

- (a) has experience in the management of the financial affairs of a business, and
- (b) has been involved in the management of a failed travel agency, and
- (c) has been involved in the management of a travel agency in respect of which a claim has been made under this Deed, and
- (d) is or has been a travel agent in respect of whom a claim has been made under this Deed, and
- (e) has previously failed to meet a criterion in guidelines issued under clause 9.2, and
- (f) has been involved in the management of another business, and
- (g) has previously applied to be a participant.

9.2 The Board is to develop and publish from time to time guidelines as to the criteria it may use to determine whether a person is eligible to be a participant.

9.3 In developing the guidelines, the Board is to have regard to the risk of potential claims involved in particular types of operations carried out in the business of a travel agent. In developing new guidelines, the Board is also to have regard to the transitional arrangements for termination of the Travel Compensation Fund as envisaged in the Travel Industry Transition Plan.

9.4 If the Board is not satisfied that a person is eligible to be a participant, it may require the person to comply with any one or more of the following conditions in order to be satisfied that the person is eligible as a participant:

- (a) that the person maintain and operate the business as a travel agent in a manner specified by the Board,
- (b) that the person provide full disclosure of the identity of any other person involved in the business.

9.5 The Board may determine a reasonable date or period of time for compliance with any condition referred to in clause 9.4.

10 ACCEPTANCE AS PARTICIPANT

10.1 If the Board determines that an applicant is eligible to be a participant, the Board, on payment of the initial contribution and relevant fees, must:

- (a) accept that applicant as a participant, and
- (b) notify the relevant licensing authority that the person is a participant.

10.2 If the Board determines that an applicant is not eligible to be a participant, it must:

- (a) refuse the application, and
- (b) give notice to the relevant licensing authority and the applicant of:

- (i) the refusal, and
- (ii) the matters taken into account in making the determination.

11 DECLARED PARTICIPANT

11.1 The Board is to declare that a person is a participant without determining the person's eligibility if the person:

- (a) is exempt from the requirement to hold a licence under section 3(2) of the Act in New South Wales or the equivalent provision in an Act of another State, and
- (b) gives written notice to the Board of the wish to be a participant, and
- (c) pays any relevant contribution.

11.2 The Board must declare that a person is no longer a participant under this clause if the person:

- (a) ceases to be exempt from the requirement to hold a licence under the Act, or
- (b) fails to pay a contribution when it is due, or
- (c) gives notice to the Board that the person wishes to cease to be a participant.

11.3 A person who is a participant under this clause 11 is not required to comply with any other provision of this Deed.

12 INFORMATION BY PARTICIPANT

12.1 A participant must provide the Board, on or before a date fixed by the Board, with any information the Board reasonably requires about the participant's business.

12.2 The Board may vary the date on which a participant is required to provide the information.

12.3 If a participant, in providing information, makes a statement that is false or misleading, the Board may require the participant to show cause why it should not determine that the participant is no longer eligible to be a participant.

12.4 A participant must notify the Board of any of the following relevant changes within 14 days after they occur:

- (a) any changes in the structure of the ownership or management of the participant's business,
- (b) any changes in the statutory officers of the participant's business,
- (c) any changes in the place of business of the participant's business,
- (d) if the participant has become a member, or ceased to be a member, of any franchised group of travel agents, or a group of travel agents trading under a common or substantially common trading name,
- (e) if the participant has become, or ceased to be, a travel agent accredited by the International Air Transport Association.

- 12.5** A participant must notify the Board of any of the following events within 14 days after they occur:
- (a) the participant, or where the participant is a partnership or a body corporate, any partner or statutory officer of the participant, becomes bankrupt or makes any arrangement or composition with creditors,
 - (b) the winding up, receivership or administration of, or execution of a deed of administration in respect of, the participant or, where the participant is a partnership in which a partner is a body corporate, the winding up, receivership or administration of, or execution of a deed of administration, in respect of that body corporate,
 - (c) a court or tribunal, or an authority of the Commonwealth, or of a State, has ordered:
 - (i) that the participant, or where the participant is a partnership or a body corporate, any partner or statutory officer of the participant,
 - (ii) that a manager employed by the participant in the participant's business, or
 - (iii) where the participant is a partnership in which a partner is a body corporate, that a statutory officer or manager of that body corporate,is not to hold office in or manage the affairs of a body corporate either indefinitely or for a specified period.

12A REMAINING ELIGIBLE AS PARTICIPANT

- 12A.1** Up until 30 June 2014 only, the Board may at any time determine whether a person remains eligible to be a participant.
- 12A.2** In order to determine whether a person remains eligible to be a participant, the Board may require the person to:
- (a) comply with any one or more of the conditions specified in clause 9.4, and
 - (b) provide any information it reasonably considers necessary for that purpose, and
 - (c) allow an employee or agent of the Board to examine, make or print copies of, or take extracts from, any books, documents or records relating to the person's business, and
 - (d) give any assistance reasonably necessary for that purpose.
- 12A.3** The Board is to certify to the relevant licensing authority that a person remains eligible to be a participant if:
- (a) the Board so determines, and
 - (b) the person pays any relevant contribution, fee, levy and penalty.
- 12A.4** If the Board determines that a person is no longer eligible to remain a participant, it is to give notice as soon as practicable to the relevant licensing authority and to the person—
- (a) of the determination, and

- (b) of the matters taken into account in making it.

12B CEASING TO BE PARTICIPANT

- 12B.1** A participant must pay the annual renewal fee on or before the date fixed by the Board.
- 12B.2** If a participant fails to pay any contribution, fee, levy or penalty within 2 months of the due date or any further period the Board may allow, the Board may determine that the participant ceases to be a participant.
- 12B.3** If a participant fails to provide information required under clause 12 within 3 months or any other period the Board allows, the Board may determine that the participant ceases to be a participant.
- 12B.4** If the Board determines under clause 12A that a person is no longer eligible to remain a participant, the person ceases to be a participant as at the date of that determination.
- 12B.5** The Board may determine that a participant ceases to be a participant if:
- (a) the participant has not shown cause when required to do so under clause 12.3, or
 - (b) it appears to the Board that the participant:
 - (i) has abandoned any premises from which the business of that participant is conducted, or
 - (ii) has ceased to carry on that business, or
 - (c) any claims have been or, in the opinion of the Board, are likely to be made in respect of the business conducted by the participant.
- 12B.6** The Board may take into safe custody any books, records, property, client files, ticket stocks and other material a participant referred to in clause 12B.5(b) and (c) uses or has used in the business as a travel agent.
- 12B.7** A participant ceases to be a participant when the participant's licence under the Act is surrendered, revoked or cancelled.

12C REINSTATEMENT AS PARTICIPANT

- 12C.1** The Board, on the written application of a person who ceased to be a participant, may reinstate that person as a participant.
- 12C.2** Before reinstating a person as a participant, the Board may require the person:
- (a) to pay part or all of the relevant application and administration fees and any relevant fee, levy, contribution or penalty, and
 - (b) to provide the Board with any information that it reasonably requires about the person's business.
- 12C.3** The Board is to notify the relevant licensing authority and the person of the reinstatement of the person as a participant.
- 12C.4** The Board is not to reinstate a person as a participant if the person has ceased to be a participant for a period exceeding 2 months.

13 HEARINGS AND APPEALS

13.1 Before the Trustees—

- (a) determine that an applicant is not eligible to be a contributor to the Fund under clause 9.8,
- (b) determine under clause 11.5 that a participant is no longer eligible to be a contributor to the Fund, or
- (c) pursuant to clause 12.2, make their determination that an applicant or participant is eligible to be a contributor to the Fund conditional on any conduct—

they shall allow the applicant or participant a reasonable opportunity to be heard.

13.2 Notwithstanding any other provision of this Deed, where the Trustees make any determination or take any action referred to in paragraphs (a) to (c) of clause 13.1, and where an Act creates in or confers on the person a right so to do, a person who was the applicant or participant may—

- (a) if the person was an applicant or participant in New South Wales, appeal to the Administrative Decisions Tribunal of that State,
- (b) if the person was an applicant or participant in Victoria, apply for a review of the decision to the Victorian Civil and Administrative Tribunal,
- (c) if the person was an applicant or participant in South Australia, appeal to the Administrative and Disciplinary Division of the District Court of that State,
- (d) if the person was an applicant or participant in Western Australia, appeal to the State Administrative Tribunal of that State,
- (e) if the person was an applicant or participant in Tasmania, appeal to a magistrate of that State,
- (f) if the person was an applicant or participant in Queensland, appeal to the Queensland Civil and Administrative Tribunal,
- (g) if the person was an applicant or participant in the Australian Capital Territory, appeal to the Australian Capital Territory Consumer and Trader Tribunal.

13.3 The Trustees shall give effect forthwith to a decision of a court or tribunal referred to in clause 13.2, notwithstanding that an appeal or application to another court or tribunal named in that clause remains to be determined.

14 REGISTER OF PARTICIPANTS

14.1 The Board is to keep a register of participants that includes:

- (a) the names and addresses of each participant, and
- (b) any variation or change in the name or business name of a participant that is approved and notified by the relevant licensing authority, and
- (c) any other details the Board considers necessary.

14.2 A participant must notify the Board within 14 days of any variation or change:

- (a) in the name or business name of that participant, or
- (b) in the address of the place at which business as a travel agent is carried out.

14.3 Any person may inspect the register on payment of a fee determined by the Board.

15 PAYMENT OF COMPENSATION

15.1 The Board must pay compensation out of the Fund in accordance with the terms of the Deed to a person who:

- (a) enters into travel arrangements or travel-related arrangements directly or indirectly with a participant, and
- (b) has suffered or may suffer direct pecuniary loss arising from a failure to account by the participant and the failure to account arises from an act or omission by the participant or an employee or agent of the participant, and
- (c) is not protected against the direct pecuniary loss by a policy of insurance.

15.1A The Board must not pay compensation under clause 15.1 in excess of \$25,000 to any person in respect of any failure to account by a participant.

15.2 The Board may pay compensation out of the Fund in accordance with the terms of the Deed to:

- (a) a person referred to in clause 15.1 in relation to other loss arising from a failure to account as referred to in that clause, or
- (b) a person who has suffered any loss arising from a failure to account in relation to any travel arrangement or travel-related arrangement and the failure to account arises from an act or omission by another person who is not a participant, or an employee or agent of that other person, or
- (c) a person referred to in clause 15.1 in respect of any direct pecuniary loss suffered by that person which exceeds \$25,000,
- (d) a person other than a person referred to in clause 15.5 who suffers a loss in respect of travel arrangements or travel-related arrangements that are not within Australia.

15.2A Where compensation paid to any person under clause 15.1 or clause 15.2 remains unclaimed for a period of 2 years from the day it is paid or until the Travel Compensation Fund is terminated, then that person ceases to be entitled to and forfeits that compensation.

15.3 The Board may develop and publish guidelines that apply to the payment of compensation arising under clause 15.2, including emergency compensation under clause 18.

15.4 Compensation payable under this clause is payable to a person—

- (a) who is a resident of Australia in respect of any travel arrangements or travel-related arrangements, or

- (b) who is actually present in Australia at the time when the person enters into any travel arrangements or travel-related arrangements and who suffers a loss, or
- (c) who is not a person referred to in (a) or (b) but some part of the travel arrangements or travel-related arrangements is within Australia.

- 15.5** A travel agent or an operator who carries on or carried on a business comprising or including the provision of travel arrangements or travel-related arrangements may be paid compensation under this clause only if the travel agent or operator is exercising the right of a person to claim or receive compensation out of the Fund that has been assigned to the travel agent or operator.
- 15.6** The Board may pay compensation under this clause to a person in consideration of, or subject to, the assignment to the Board of the person's right and entitlement against another person.
- 15.7** Notwithstanding any other provision of this Deed the Board may in its absolute discretion determine to pay compensation in part only or in instalments or both and any part payment may be determined by the Board to be in full satisfaction of its obligations to pay compensation in respect of any claim.
- 15.8** The Board may decline to pay compensation under clause 15.1 or 15.2 to a travel agent.

16 CLAIMS FOR COMPENSATION

- 16.1** A person is not entitled to compensation from the Fund unless the person makes a claim under this clause:
- (a) in the case of a claim for compensation under clause 15.1, 15.2(a) or 15.2(c) in respect of a participant whose participation has ceased, within 12 months after such participation ceased, and
 - (b) in every other case, within 12 months after the failure to account for money or other valuable consideration to which the claim relates.
- 16.2** A claim for compensation is to be made in a form specified by the Board.
- 16.3** The Board, if it is reasonably necessary to do so, may require that a person provide:
- (a) additional information relating to the claim, and
 - (b) copies of any document in the possession or under the control of the person that relate to the claim.
- 16.4** The Board may require that:
- (a) information be provided by statutory declaration or in any other manner, and
 - (b) copies of documents be verified in a particular manner.
- 16.5** The Board is not liable to make any payment for compensation to a person who has not complied with a requirement under clause 16.3 or 16.4

16.6 The Board may decide:

- (a) to admit a claim in whole or in part, or
- (b) to reject a claim.

16.7 Within 14 days of making a decision under clause 16.6, the Board is to notify in writing its decision to the person who made the claim of:

- (a) its decision, and
- (b) the right of appeal under clause 19.

17 AMOUNT OF COMPENSATION**17.1** The Board must:

- (a) determine the amount of compensation payable to a person under clause 15.1, and
- (b) determine the amount of compensation payable to a person under clause 15.2.

17.2 The amount of compensation is not to exceed the pecuniary loss suffered, except insofar as the payment is made by way of emergency compensation under clause 18.**18 EMERGENCY COMPENSATION****18.1** If a participant or former participant or other travel agent fails to meet, or, in the opinion of the Board, is unlikely to meet, an obligation to a person, the Board may pay out of the Fund the amount it determines is necessary to meet in whole or in part the emergency requirements of the person arising from the failure.**18.2** The Board must attempt to ensure that it does not make a payment prohibited by clause 15.**18.3** The Board is not liable for anything done in good faith under this clause, and likewise the Management Committee is not liable for anything done in good faith under this clause.**19 APPEALS****19.1** A person may appeal against a decision of the Board under clause 16.7 that relates to any compensation referred to in clause 15.1:

- (a) if the person resides in Queensland or the matter to which the appeal relates is alleged to have taken place in Queensland, to the Queensland Civil and Administrative Tribunal (or its successor), or
- (b) if the person resides in South Australia or the matter to which the appeal relates is alleged to have taken place in South Australia, to a judge of the District Court at Adelaide in that State, or
- (c) if the person resides in Western Australia or the matter to which the appeal relates is alleged to have taken place in Western Australia, to a judge of the District Court at Perth in that State, or

- (d) if the person resides in New South Wales or the matter to which the appeal relates is alleged to have taken place in New South Wales, to the Consumer, Trader and Tenancy Tribunal of New South Wales (or its successor), or
 - (e) if the person resides in Victoria or the matter to which the appeal relates is alleged to have taken place in Victoria, to the Victorian Civil and Administrative Tribunal (or its successor), or
 - (f) if the person resides in the Australian Capital Territory or the matter to which the appeal relates is alleged to have taken place in the Australian Capital Territory, to the Australian Capital Territory Consumer and Trader Tribunal (or its successor), or
 - (g) if the person resides in Tasmania or the matter to which the appeal relates is alleged to have taken place in Tasmania, to the Appeal Committee in Tasmania (or its successor).
- 19.2** An appeal is to be instituted within 1 month after receiving notice of the decision of the Board.
- 19.3** An appeal by a person referred to in clause 19.1(a), (b) or (c) is to be heard under the relevant Act as if it were an appeal relating to a refusal of participation in the compensation scheme under that Act.
- 19.4** An appeal by a person referred to in clause 19.1(g) is to be heard by the relevant Appeal Committee as a new hearing.
- 19.5** In the hearing and the determining of an appeal:
- (a) an Appeal Committee has the powers of the Board specified in clause 16, and
 - (b) an Appeal Committee may determine its own rules and procedures, and
 - (c) the decision of an Appeal Committee may be by majority, and
 - (d) all questions of law are to be determined by the chairperson of an Appeal Committee.

20 MANAGEMENT COMMITTEE

- 20.1** The Board may establish a Management Committee to assist it in the administration of the Fund consisting of:
- (a) the chairperson of the Board who is to be the chairperson of the Management Committee, and
 - (b) the Chief Executive Officer or the Acting Chief Executive Officer, and
 - (c) at least 2 Trustees.
- 20.2** The Board may delegate to the Management Committee any of its powers and duties under this Deed other than those under clauses 4A.1(c)(i), 4A.2(b), 4A.2(d), 4A.4, 20, 21.1, 21.4, 25, 27 and 30.1.
- 20.3** A member of the Management Committee is not liable for any action in respect of performing any duty or exercising any power in good faith as such a member.

21 COMMITTEES

- 21.1** The Board may establish committees to assist it in its powers and duties consisting of at least 3 Trustees each.
- 21.2** The Board may vary the membership of a committee from time to time.
- 21.3** The Board may nominate one or more Trustee to act in the absence of a Trustee appointed to a committee.
- 21.4** The Board, by instrument in writing, may delegate to a committee any of its powers and duties under this Deed other than those under clauses 4A.1(c)(i), 4A.2(b), 4A.2(d), 4A.4, 20, 21.1, 21.4, 25, 27 and 30.1.
- 21.5** A committee must exercise any delegated powers in accordance with any directions and subject to any conditions the Board specifies and a power so exercised is taken to be exercised by the Board.
- 21.6** A committee is to appoint one of its members who is a Trustee as chairperson of that committee.
- 21.7** A member of a committee is not liable for any action in respect of performing any duty or exercising any power in good faith as such a member.

21A CONDUCT OF MEETINGS

- 21A.1** The Board is to meet at least twice a year.
- 21A.2** A committee or a Management Committee is to meet as often as it considers necessary.
- 21A.3** The Board, a committee or Management Committee, may:
- (a) determine the procedure for the calling of meetings and conduct of business at those meetings, and
 - (b) adjourn any meeting as it considers appropriate.
- 21A.4** Any 3 Trustees, by notice to the other Trustees, may call a meeting of the Board.
- 21A.5** The Board, a committee or a Management Committee may conduct a meeting—
- (a) in person, or
 - (b) by audio or video conference facility, or
 - (c) by facsimile transmission, or
 - (d) by electronic mail, or
 - (e) by any other electronic medium approved by the Board.
- 21A.6** A Trustee or member who is not attending a meeting in person is taken to be present at the meeting if the Trustee or member:
- (a) is able to hear the entire meeting and is able to be heard by all the others attending the meeting, or
 - (b) participates by facsimile transmission, electronic mail or any other electronic medium approved under clause 21A.5(e).

21A.7 A meeting conducted otherwise than in person is taken to be held at a place agreed to by the Trustees or members present at the meeting if at least one of the Trustees or members was present during the whole of the meeting at that place.

21A.8 The quorum at a meeting:

- (a) of the Board, is 6 Trustees, and
- (b) of the Management Committee, is 2 Trustees, and
- (c) of a committee, is one-half of the total number of members or, if that is not a whole number, the next highest number.

21A.9 If the chairperson is absent from a meeting:

- (a) the Board may elect a Trustee who is present to chair the meeting, or
- (b) the members present at that meeting may elect one of their number who is a Trustee to chair that meeting.

21A.10 Any question arising at a meeting is to be decided by a simple majority of votes of the Trustees or members present and voting.

21A.11 In the case of an equality of votes, the person chairing a meeting has a deliberative and a casting vote.

21A.12 A written resolution:

- (a) may consist of several identical copies of the same document each signed by one or more of the Trustees or members, and
- (b) if signed by the majority of the Trustees or members, is valid as if it had been passed at a meeting duly convened and held.

21A.13 The Board, a committee and a Management Committee is to keep full and accurate minutes of proceedings at meetings.

21A.14 A Trustee is entitled to expenses, fees and allowances for attending meetings and transacting the business of the Board, a committee or a Management Committee as fixed by the Ministerial Council.

22 APPEAL COMMITTEE

22.1 An Appeal Committee is appointed by a Minister to hear and determine an appeal made under clause 19.1(g).

22.2 An Appeal Committee consists of 3 members one of whom is a legal practitioner of at least 7 years' standing who is the chairperson of the Appeal Committee.

22.3 A Trustee is not eligible to be a member of an Appeal Committee.

22.4 A member of an Appeal Committee is entitled to any expenses, fees and allowances the Board determines.

23 SECRECY

23.1 A person who is or has been a Trustee must not, either directly or indirectly, make a record of or communicate any information about another person acquired as a result of being a Trustee unless the information is recorded or communicated:

- (a) in performing a duty or exercising a power under this Deed, or

- (b) for the purposes of the Act or this Deed to a person employed in the administration of the Act, or
- (c) in giving evidence or producing a document to a person or body that is entitled to hear or determine an application or an appeal relating to a licence under the Act, or
- (d) in giving evidence or producing a document to a court or tribunal that is hearing any criminal or civil proceedings, or
- (e) at the request of, and provided to, an agency of the Commonwealth of Australia or a State of the Commonwealth under a law of the Commonwealth or of that State, or
- (f) with the written authority of that other person.

23.2 A contract with a person by which the person is employed in, or concerned with, the administration of the Trust, must provide that the person:

- (a) is bound by provisions of this clause as if the person were a Trustee, and
- (b) if entering into a subcontract with another person, is to provide in that subcontract that the other person is bound by the provisions of this clause.

24 ACCOUNTS AND AUDIT

24.1 The Board must cause:

- (a) proper books of account to be kept in relation to all of the dealings and operations of the Trust, and
- (b) the accounts of the Trust to be audited and a balance sheet, statement of income and expenditure, funds statement, supporting information and an auditor's certificate to be presented to the Board within 90 days after the end of each year.

24.2 The Board may appoint and determine the remuneration of the auditors of the Trust.

25 ANNUAL REPORT

25.1 The Board must forward a report of the financial and operational activities of the Trust for each year to:

- (a) each Minister within 4 months after the end of that year, and
- (b) each participant within 6 months after the end of that year.

26 NOTICES

26.1 The Fund is to publish in the Government Gazette of each State a postal, facsimile or email address to which notices to the Fund can be delivered or sent.

26.2 A notice sent to the Fund is duly given if it is:

- (a) delivered or sent by prepaid post to an address published under clause 26.1, or
- (b) sent by facsimile to an address published under clause 26.1, or
- (c) transmitted by email to an address published under clause 26.1.

- 26.3** A notice from the Fund to a participant is duly given if it is delivered or sent by prepaid post, sent by facsimile or transmitted by email to the last known postal, facsimile or email address of the participant.
- 26.4** A notice sent by post is taken to have been delivered on the third day following the day on which it was posted.
- 26.5** A notice sent to a facsimile address is taken to have been delivered on the next business day after it was sent.
- 26.6** A notice transmitted by E-mail is taken to have been delivered on the next business day after transmission.

27 TERMINATION OF TRUST

- 27.1** The Trust will terminate on either 31 December 2015 or as soon after 30 June 2015 as the obligations under the Trust are discharged, whichever occurs first, unless extended by the Ministerial Council at its own discretion.

Otherwise, the Trust may be terminated by:

- (a) the unanimous resolution of the Board, or
 - (b) the unanimous decision of the Ministerial Council, or
 - (c) an order of the Supreme Court of New South Wales.
- 27.2** Upon termination of the Trust, any money standing to the credit of the Fund is to be applied as follows:
- (a) firstly, in the payment of all the liabilities of the Trust, including any liability arising from a failure to account after the termination of the Trust for money or other valuable consideration paid to another person before the termination of the Trust, and
 - (b) secondly, in the payment of any balance to the States in proportions equivalent to the total number of participants in each State at as at 30 June 2014. An adjustment shall be made to reduce the payment to those States who agreed to the implementation of the Travel Industry Transition Plan, so that the States which did not support implementation do not contribute any funding for services which support the implementation (being funding for services arising under clause 2.2(c) and clause 3.1(c)).

28 TRUST FUNDS NOT PAYABLE TO PARTICIPANTS

- 28.1** The Board must not distribute among, or pay to all or any of, the participants any part of the Fund otherwise than as provided under this Deed.

29 NOT USED

30 AMENDMENT OF TRUST DEED

- 30.1** Subject to this Part, this Deed may be amended by a resolution (in this Part called “**an amendment resolution**”) passed by not less than seventy five per centum of the Trustees.
- 30.2** Part 13 (except by adding or deleting paragraphs in clause 13.2), clauses 30.1 and 31.3 and this clause may not be amended.

- 30.3** Immediately upon the passing of an amendment resolution the Trustees shall notify each Minister of it.
- 30.4** Where, within four weeks of an amendment resolution being passed, the Ministerial Council resolves that the amendment is rejected by the Ministerial Council, the amendment resolution lapses and is of no effect for any purpose.
- 30.5** An amendment resolution shall specify a date which shall be no earlier than six weeks after the date on which it is passed as the date on which the amendment is to take effect and this Deed shall be amended in accordance with that resolution as from and including that date.
- 30.6** An amendment to this Deed may be made and expressed so as to save from being void or of no effect a matter or thing done prior to the amendment.
- 31 GOVERNING LAW AND JURISDICTION**
- 31.1** The Trust Fund shall be maintained in New South Wales.
- 31.2** The Trust shall be administered in New South Wales.
- 31.3** This Deed shall be governed by and construed in accordance with the laws of New South Wales.
- 31.4** Any legal action or proceedings relating to this Deed or arising out of an action taken or omitted to be taken by the Trustees under this Deed may be brought in any State.
- 32 CONSEQUENTIAL PROVISIONS RESULTING FROM AMENDMENTS**
- 32.1** A reference in clause 13.1(a) to a contributor under clause 9.8 is to be read as a reference to a participant under clause 10.2.
- 32.2** A reference in clause 13.1(b) to clause 11.5 is to be read as a reference to clause 12A.4.
- 32.3** A reference in clause 13.1(c) to clause 12.2 is to be read as a reference to clause 12A.2.
- 32.4** In each of paragraphs (a), (b), (d), (f) and (g) of clause 13.2, add the words “(or its successor)” at the end of the paragraph.

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 January 2014

No 20 of 2014

MCA0002/14CS

South Australia

Bills of Sale Variation Regulations 2014

under the *Bills of Sale Act 1886*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Bills of Sale Regulations 2009*

- 4 Variation of regulation 6—Application of Act to certain bills of sale as if certain amendments not made
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Bills of Sale Variation Regulations 2014*.

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 *Bills of Sale Regulations 2009*

4—Variation of regulation 6—Application of Act to certain bills of sale as if certain amendments not made

Regulation 6(1)—delete "30 January 2014" and substitute:

25 January 2018

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 January 2014

No 21 of 2014

AGO0175/13CS

South Australia

Motor Vehicle Accidents (Lifetime Support Scheme) Regulations 2014

under the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*

Contents

- | | |
|---|-----------------------------------|
| 1 | Short title |
| 2 | Commencement |
| 3 | Interpretation |
| 4 | Medical experts—Schedule 1 of Act |
-

1—Short title

These regulations may be cited as the *Motor Vehicle Accidents (Lifetime Support Scheme) Regulations 2014*.

2—Commencement

These regulations will come into operation on 1 July 2014.

3—Interpretation

In these regulations, unless the contrary intention appears—

Act means the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*.

disability services means services provided, whether wholly or partially, for persons with disabilities or their carers and, without limiting the generality of the expression, includes:

- (a) accommodation services;
- (b) home care and family support services;
- (c) independent living training services;
- (d) information services;
- (e) print disability services;
- (f) recreation services;
- (g) respite care services;
- (h) education or training services;
- (i) advocacy services;
- (j) therapy services;
- (k) equipment services;
- (l) counselling or support services;
- (m) transport services.

4—Medical experts—Schedule 1 of Act

For the purposes of Schedule 1 of the Act, a person is brought within the ambit of the definition of *medical expert* if the person—

- (a) has the skills, qualifications, competence and experience to carry out the role; and
- (b) has at least 5 years experience in delivery of disability services.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

No 22 of 2014

South Australia

Public Sector Variation Regulations 2014

under the *Public Sector Act 2009*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Public Sector Regulations 2010*

- 4 Variation of regulation 13—Application of Part 7 of Act (section 41 of Act)
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Public Sector Variation Regulations 2014*.

2—Commencement

These regulations will come into operation on the date 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 *Public Sector Regulations 2010*

4—Variation of regulation 13—Application of Part 7 of Act (section 41 of Act)

Regulation 13—after subregulation (2a) insert:

- (2b) Part 7 of the Act, as modified by subregulation (2c), applies in relation to an employee of the Lifetime Support Authority of South Australia (the *Authority*) under the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013* employed on or after 1 February 2014 if the employee is employed in duties that, on 1 February 2014, are classified in a classification contained in—
 - (a) the *S.A. Public Sector Salaried Employees Interim Award* (or any award made in substitution for that award); or
 - (b) the *South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2012* (or any enterprise agreement made in substitution for that enterprise agreement).

- (2c) For the purposes of subregulation (2b), Part 7 of the Act is modified as follows:
- (a) sections 42, 43, 44, 45(3), 46, 53(2), 54(2) and 54(3) do not apply in relation to an employee of the Authority;
 - (b) section 48 is taken to be modified such that each employee of the Authority is, when engaged as an employee of the Authority, at first on probation for 12 months, unless the Authority determines that no probation is required or determines a lesser period of probation.

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 January 2014

No 23 of 2014

South Australia

Forest Property Regulations 2014

under the *Forest Property Act 2000*

Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Fees

Schedule 1—Revocation of regulations

- 1 Revocation of *Forest Property Regulations 2001*
-

1—Short title

These regulations may be cited as the *Forest Property Regulations 2014*.

2—Commencement

These regulations will come into operation on 1 July 2014.

3—Interpretation

In these regulations—

Act means the *Forest Property Act 2000*.

4—Fees

For the purposes of section 11 of the Act, the fee payable to the Registrar-General on an application under section 11 is the fee fixed under the *Real Property Act 1886* for registration of an instrument of a miscellaneous nature.

Schedule 1—Revocation of regulations

1—Revocation of *Forest Property Regulations 2001*

The *Forest Property Regulations 2001* are revoked.

Made by the Governor

with the advice and consent of the Executive Council
on 23 January 2014

No 24 of 2014

13MFOR03CS

SENDING COPY?

NOTICES for inclusion in the *South Australian Government Gazette* should be emailed to:

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- Maps and diagrams in pdf.
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NOTE:

Closing time for lodging new copy is 4 p.m. on Tuesday preceding the regular Thursday Gazette.

ADELAIDE CITY COUNCIL

Road Closure—Northern Portion of Fenn Place

PURSUANT to Section 359 (4) of the Local Government Act 1934, Adelaide City Council hereby gives notice that, at a meeting held on 26 November 2013, it resolved to exclude all vehicles from that portion of Fenn Place extending 36.5 m south from the southern alignment of North Terrace, except for:

- emergency vehicles while driven in the course or for the purposes of an emergency situation;
- Council vehicles while driven in the course or for the purposes of the Council's business;
- vehicles belonging to utilities companies while driven in the course or for the purposes of that company's business; and
- vehicles owned by persons having ownership or right to possession of land adjoining that portion of Fenn Place, and their respective invitees.

P. SMITH, Chief Executive Officer

CITY OF PLAYFORD

Appointment

NOTICE is hereby given that at the City of Playford Ordinary Council Meeting held on 26 November 2013, pursuant to Section 21A of the Development Act 1993, Council resolved to appoint Rosemary Munslow, Practice Manger Business Services, City of Playford to the position of Public Officer of the City of Playford Council Development Assessment Panel.

Rosemary Munslow can be contacted at the following:

Office and Postal Address:

12 Bishopstone Road
Davoren Park, S.A. 5113

Phone: (08) 8256 0333

Fax: (08) 8256 0578

Email: playford@playford.sa.gov.au

Website: www.playford.sa.gov.au

T. JACKSON, Chief Executive Officer

CITY OF PORT ADELAIDE ENFIELD

Resignation of Councillor

NOTICE is hereby given in accordance with Section 54 (6) of the Local Government Act 1999, that a vacancy has occurred in the office of Councillor for the Port Adelaide Ward, due to the resignation of Councillor Ian Bell, to take effect from 2 January 2014.

In accordance with Section 6 (2) of the Local Government (Elections) Act 1999, a supplementary election will not be held to fill the casual vacancy as it arose after 1 January of a year in which a periodic election is due.

W. N. IASIELLO, Acting City Manager

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

Anders, Bert Dieter, late of 1 Bradbrook Road, Athelstone, retired IT programmer, who died on 1 October 2013.

Balfour, Ruth, late of 342 Marion Road, North Plympton, of no occupation, who died on 19 November 2013.

Fry, Walter John, late of 9 Stevens Street, Croydon Park, retired carriage builder, who died on 3 October 2013.

Jackson, Samuel Glen, late of 66 Nelson Road, Valley View, retired painter, who died on 21 October 2013.

Johnston, Lorna May, late of 360 Senate Road, Risdon Park, of no occupation, who died on 24 October 2013.

Lytwyn, Ivan Russell, late of 3 Ashburton Avenue, West Lakes, shore draftsman, who died on 9 August 2013.

McKechnie, Joan, late of 49 Buxton Street, North Adelaide, retired public servant, who died on 7 November 2013.

Mordaunt, Evonne Adele, late of 7 Partridge Street, Goolwa, retired missionary, who died on 20 October 2013.

Pelham, Hardwin, late of 10 St Helens Street, Parkside, retired administrative officer, who died on 18 September 2012.

Reid, William Henry, late of 19 Windsor Avenue, Pennington, retired inspector, who died on 24 November 2013.

Sallis, Audrey June, late of Blamey Road, Elizabeth East, widow, who died on 5 November 2013.

Taylor, Maureen Elizabeth, late of 477-479 Military Road, Largs Bay, of no occupation, who died on 28 October 2013.

Thoman, Mary Rhoda Joyce, late of 43A Flinders Avenue, Whyalla Stuart, retired stenographer, who died on 7 October 2013.

Tracey, Brian Thomas, late of 2 Bunyip Court, Goolwa South, retired labourer, who died on 2 November 2013.

Yates, James, late of 10 Township Road, Marion, retired lawn mowing contractor, who died on 21 November 2013.

Young, Nicholas Garry, late of 4 Campbell Drive, Reynella East, electrician, who died on 16 June 2013.

Notice is hereby given pursuant to the Trustee Act 1936, as amended, the Inheritance (Family Provision) Act 1972 and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the Office of Public Trustee, G.P.O. Box 1338, Adelaide, S.A. 5001, full particulars and proof of such claims, on or before 21 February 2014, otherwise they will be excluded from the distribution of the said estates; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated 23 January 2014.

D. A. CONTALA, Public Trustee

UNCLAIMED MONEYS ACT 1891

Register of Unclaimed Moneys held by GM Holden Ltd for the Year Ended 31 December 2005

Name of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date Payable
S. J. Smith.....	516	Wages W/E	1.4.05
B. J. McCann.....	191	Wages W/E	4.2.05
L. F. Forsythe.....	2 253	Wages W/E	22.8.05
	\$2 960		

UNCLAIMED MONEYS ACT 1891

Register of Unclaimed Moneys held by Esanda Finance Corporation Limited

Name and Address of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date Payable
Agius Alfred Parry, 21 Gosse Avenue, Glenelg North, S.A. 5045	86.04	Principal and Interest	20.8.07
Agius Alfred Parry, 21 Gosse Avenue, Glenelg North, S.A. 5045	85.35	Principal and Interest	20.5.07
Agius Alfred Parry, 21 Gosse Avenue, Glenelg North, S.A. 5045	84.17	Principal and Interest	28.4.07
Agius Alfred Parry, 21 Gosse Avenue, Glenelg North, S.A. 5045	80.06	Principal and Interest	28.1.07
Alexander Joan Alma (deceased), 11 Whitbread Street, Klemzig, S.A. 5087	600.00	Principal and Interest	4.7.06
Alexander Joan Alma (deceased), 11 Whitbread Street, Klemzig, S.A. 5087	8 031.05	Principal and Interest	29.6.06
Alexander Joan Alma (deceased), 11 Whitbread Street, Klemzig, S.A. 5087	936.35	Principal and Interest	29.6.06
Bailey Malcolm Ross, 5 Linwood Terrace, Brighton, S.A. 5048.....	150.00	Principal and Interest	10.2.07
Bailey Malcolm Ross, 5 Linwood Terrace, Brighton, S.A. 5048.....	141.25	Principal and Interest	10.11.06
Bailey Malcolm Ross, 5 Linwood Terrace, Brighton, S.A. 5048.....	141.25	Principal and Interest	10.8.06
Bailey Malcolm Ross, 5 Linwood Terrace, Brighton, S.A. 5048.....	137.50	Principal and Interest	10.5.06
Bailey Malcolm Ross, 5 Linwood Terrace, Brighton, S.A. 5048.....	137.50	Principal and Interest	10.2.06
Barratt Ruth, 1/2 Pearson Street, East Balmain, N.S.W. 2041	7 500	Principal	16.6.06
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	134.10	Principal and Interest	28.12.07
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	134.10	Principal and Interest	28.9.07
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	134.10	Principal and Interest	28.6.07
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	134.10	Principal and Interest	28.3.07
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	134.10	Principal and Interest	28.12.06
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	134.10	Principal and Interest	28.9.06
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	126.00	Principal and Interest	28.6.06
Bhotiwihok Aryout Michael Thomas, P.O Box 132, Glenside, S.A. 5065	126.00	Principal and Interest	28.3.06
Blackwell Dorothy May, 6 Dunn Avenue, Findon, S.A. 5023.....	43.95	Principal and Interest	15.9.06
Blyth Football Club, P.O. Box 505, Clare, S.A. 5453	157.74	Principal and Interest	16.5.07
Boylan Maureen, Williams Road, Millicent, S.A. 5280	153.07	Principal and Interest	23.12.07
Boylan Maureen, Williams Road, Millicent, S.A. 5280	153.07	Principal and Interest	23.9.07
Boylan Maureen, Williams Road, Millicent, S.A. 5280	153.07	Principal and Interest	23.6.07
Boylan Maureen, Williams Road, Millicent, S.A. 5280	153.07	Principal and Interest	23.3.07
Boylan Maureen, Williams Road, Millicent, S.A. 5280	153.07	Principal and Interest	23.12.06
Brooks Shane Andrew, P.O. Box 65, Rendelsham, S.A. 5280	1 830.00	Principal and Interest	25.6.07
Buckland Angelika, 83 Playford Avenue, Whyalla, S.A. 5600	2 394.16	Principal and Interest	9.8.07
Crocker Robert Raymond, 55 Nelson Street, South Plympton, S.A. 5038	54.00	Principal and Interest	9.11.07
Crocker Robert Raymond, 55 Nelson Street, South Plympton, S.A. 5038	54.00	Principal and Interest	9.11.06
Curtin Patrick Alan, P.O. Box 732, Naracoorte, S.A. 5271	1 170.00	Principal and Interest	17.5.07
Curtin Patrick Alan, P.O. Box 732, Naracoorte, S.A. 5271	1 150.00	Principal and Interest	17.5.06
Daulby Lindsay Jennifer Clarke, 8 Armstrong Street, Somerton Park, S.A. 5044	305.02	Principal and Interest	29.7.07
Do Huyen Van Tri, 17 Percy Street, Seaton, S.A. 5023.....	41.25	Principal and Interest	7.3.07
Drewry David Clifton, 90 Aldinga Road, Willunga, S.A. 5172.....	92.25	Principal and Interest	25.2.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	81.63	Principal and Interest	24.12.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	48.98	Principal and Interest	19.11.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	76.25	Principal and Interest	24.9.07

Name and Address of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date Payable
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	46.13	Principal and Interest	19.8.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	76.25	Principal and Interest	24.6.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	46.13	Principal and Interest	19.5.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	73.13	Principal and Interest	24.3.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	46.13	Principal and Interest	19.2.07
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	73.13	Principal and Interest	24.12.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	46.13	Principal and Interest	19.11.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	66.25	Principal and Interest	24.9.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	41.25	Principal and Interest	19.8.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	66.25	Principal and Interest	24.6.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	41.25	Principal and Interest	19.5.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	67.50	Principal and Interest	24.3.06
Edwards Frederick Ian (deceased) and Edwards Merle Gwendolyne, P.O. Box 869, Mount Gambier, S.A. 5290	41.25	Principal and Interest	19.2.06
Emery Maxwell Cornish, P.O. Box 13, Kingston, S.A. 5275	1 680.00	Principal and Interest	1.2.07
Evans David Norman, 12 Leah Street, Aberfoyle Park, S.A. 5159.....	143.05	Principal and Interest	7.11.07
Faehrmann Rosemary Joy, Box 26, Mannum South, S.A. 5238.....	31.00	Principal and Interest	30.4.07
Faraway Nominees Pty Ltd, 11 Ivo Street, Nundah, Qld 4012	461.81	Principal and Interest	25.9.07
FGS Superannuation Fund, 27/13 Sundial Boulevard, Tarneit, Vic. 3029	676.45	Principal and Interest	30.8.06
Fraser-Wilson Christine Mary, 12 Intrepid Court, Scarborough, Qld 4020	416.25	Principal and Interest	10.7.06
Frost Jesse David, 89 Nunyah Avenue, Morphettville, S.A. 5043.....	320.32	Principal and Interest	4.5.06
Gates Lynette Beryl, P.O. Box 120, Stansbury, S.A. 5582	117.53	Principal and Interest	18.11.06
Gill Ada May (deceased), G.P.O. Box 1338, Adelaide, S.A. 5001.....	189.00	Principal and Interest	4.12.06
Gill Ada May (deceased), G.P.O. Box 1338, Adelaide, S.A. 5001.....	113.00	Principal and Interest	2.12.06
Gill Ada May (deceased), G.P.O. Box 1338, Adelaide, S.A. 5001.....	54.00	Principal and Interest	5.11.06
Gill Ada May (deceased), G.P.O. Box 1338, Adelaide, S.A. 5001.....	55.50	Principal and Interest	1.8.06
Gill Ada May (deceased), G.P.O. Box 1338, Adelaide, S.A. 5001.....	249.75	Principal and Interest	21.6.06
Gill Ada May (deceased), G.P.O. Box 1338, Adelaide, S.A. 5001.....	56.00	Principal and Interest	17.2.06
Gill David Lawrence, P.O. Box 580, Clare, S.A. 5453.....	335.00	Principal and Interest	29.9.07
Gill David Lawrence, P.O. Box 580, Clare, S.A. 5453.....	327.00	Principal and Interest	29.3.07
Gill David Lawrence, P.O. Box 580, Clare, S.A. 5453.....	311.00	Principal and Interest	29.12.06
Grivell Daphne Ellen (deceased), P.O. Box 242, Basket Range, S.A. 5138.....	784.00	Principal and Interest	15.7.06
Hall Leonie, Unit 1/8 Sunglo Court, Teringie, S.A. 5072.....	48.50	Principal and Interest	8.4.07
Hall Leonie, Unit 1/8 Sunglo Court, Teringie, S.A. 5072.....	50.50	Principal and Interest	8.4.06
Hayman David Lindsay (deceased), P.O. Box 3123, Norwood, S.A. 5067	50.00	Principal and Interest	3.4.06
Heinjus Phillip John (deceased), 15/3 Cashel Street, Pasadena, S.A. 5042	93.43	Principal and Interest	27.4.07
Hill Violet, 1 Mill Street, Brighton South, S.A. 5048.....	218.18	Principal and Interest	28.8.07
Hill Violet, 1 Mill Street, Brighton South, S.A. 5048.....	217.48	Principal and Interest	28.5.07
Hill Violet, 1 Mill Street, Brighton South, S.A. 5048.....	212.90	Principal and Interest	28.2.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	47.18	Principal and Interest	12.1.08
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	16.58	Principal and Interest	25.12.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	83.34	Principal and Interest	30.10.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	47.18	Principal and Interest	12.10.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	16.58	Principal and Interest	25.9.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	47.18	Principal and Interest	7.8.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	83.34	Principal and Interest	6.8.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.7.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	13.63	Principal and Interest	25.6.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	74.20	Principal and Interest	30.4.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.4.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	42.00	Principal and Interest	12.4.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	13.63	Principal and Interest	25.3.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	74.20	Principal and Interest	30.1.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.1.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	42.00	Principal and Interest	12.1.07
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	13.63	Principal and Interest	25.12.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	74.20	Principal and Interest	30.10.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.10.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	42.00	Principal and Interest	12.10.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	13.63	Principal and Interest	25.9.06

Name and Address of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date Payable
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	74.20	Principal and Interest	30.7.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.7.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	42.00	Principal and Interest	12.7.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	13.63	Principal and Interest	25.6.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	74.20	Principal and Interest	30.4.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.4.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	42.00	Principal and Interest	12.4.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	13.63	Principal and Interest	25.3.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	74.20	Principal and Interest	30.1.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	27.25	Principal and Interest	25.1.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	42.00	Principal and Interest	12.1.06
Jamieson Sarah I., 14 Golfers Avenue, Seaton, S.A. 5023	2 000.00	Principal	25.7.07
Johnson Gwendoline Jean (deceased), 41 Manuel Avenue, Blair Athol, S.A. 5084	606.00	Principal and Interest	30.10.07
Jolly Simon Wayne, 315 Maybole Road, Ben Lomond, N.S.W. 2365	131.89	Principal and Interest	1.2.06
Jose David John, 20 Sedgheill Road, Elizabeth North, S.A. 5113	88.20	Principal and Interest	1.6.07
Jose David John, 20 Sedgheill Road, Elizabeth North, S.A. 5113	88.20	Principal and Interest	1.6.06
Joyce Gordon Ernest and Joyce Jeanette Marjorie, Box 306, Kimba, S.A. 5641	106.75	Principal and Interest	30.3.07
Joyce Gordon Ernest and Joyce Jeanette Marjorie, Box 306, Kimba, S.A. 5641	101.50	Principal and Interest	30.12.06
Joyce Gordon Ernest and Joyce Jeanette Marjorie, Box 306, Kimba, S.A. 5641	100.63	Principal and Interest	30.9.06
Joyce Gordon Ernest and Joyce Jeanette Marjorie, Box 306, Kimba, S.A. 5641	92.75	Principal and Interest	30.6.06
Joyce Gordon Ernest and Joyce Jeanette Marjorie, Box 306, Kimba, S.A. 5641	95.38	Principal and Interest	30.3.06
Karoonda Golf Associates, P.O. Box 106, Karoonda, S.A. 5307	26.67	Principal and Interest	11.3.07
Karoonda Golf Associates, P.O. Box 106, Karoonda, S.A. 5307	26.68	Principal and Interest	11.3.06
Kennington Maree Pauline and Ploenges Michele Terese & Gard, 1/121 Clezy Crescent, Mount Gambier, S.A. 5290	2 328.70	Principal and Interest	21.7.07
Kenny Nola Isabel, 10 Kingsley Avenue, Glenunga, S.A. 5064	177.24	Principal and Interest	16.7.06
Krieg Lauren Asha, Shadwell Gap Road, Snowtown, S.A. 5520	173.92	Principal and Interest	23.12.07
Krueger Eveline Helga (deceased), P.O. Box 2565, Mount Gambier, S.A. 5290	78.00	Principal and Interest	17.8.07
Krueger Eveline Helga (deceased), P.O. Box 2565, Mount Gambier, S.A. 5290	73.50	Principal and Interest	17.8.06
Lack Scott Damien, P.O. Box 178, Bordertown, S.A. 5268	76.25	Principal and Interest	30.3.07
Lapworth Kerry Anne, 31 Reynolds, Blackwood, S.A. 5051	575.68	Principal and Interest	20.5.07
Loxton North Netball Club, P.O. Box 659, Loxton, S.A. 5333	1 120.00	Principal and Interest	9.6.06
Lynch Craig Leigh, 11 Nelson Street, Mount Gambier, S.A. 5290	95.26	Principal and Interest	30.10.07
Lynch Craig Leigh, 11 Nelson Street, Mount Gambier, S.A. 5290	96.17	Principal and Interest	30.10.07
MacLeod Barbara Anne, 3 Aberdeen Crescent, Brahma Lodge, S.A. 5109	82.66	Principal and Interest	21.11.07
MacLeod Barbara Anne, 3 Aberdeen Crescent, Brahma Lodge, S.A. 5109	80.08	Principal and Interest	21.8.07
Matheson Felicity Ann (deceased), P.O. Box 334, Woodside, S.A. 5244	69.38	Principal and Interest	14.3.06
McDonald Euphemia Hilda, c/o Post Office, Streaky Bay, S.A. 5680	99.86	Principal and Interest	23.11.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	47.18	Principal and Interest	10.12.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	46.88	Principal and Interest	30.10.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	47.18	Principal and Interest	10.9.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	46.88	Principal and Interest	30.7.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	43.95	Principal and Interest	10.6.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	41.25	Principal and Interest	30.1.07
McPharlin Fredrick Lindsay and McPharlin Clarice Joan, 5 Moonta Road, Moonta Bay, S.A. 5558	43.95	Principal and Interest	10.12.06
Milne Susan Mary, P.O. Box 3, Verdun, S.A. 5245	290.00	Principal and Interest	3.4.06
Mitchels Stephen Charles, P.O. Box 2175, Emerald, Qld 4720	961.18	Principal	4.8.06
Mullins Peter Michael and Langsford Simon Morris, P.O. Box 6099 Halifax Street, Adelaide, S.A. 5000	98.00	Principal and Interest	1.6.07
Mullins Peter Michael and Langsford Simon Morris, P.O. Box 6099 Halifax Street, Adelaide, S.A. 5000	98.00	Principal and Interest	1.6.06
North East Pistol & Shooting Club Inc., Pistol & Shooting Club, Yunta, S.A. 5440	80.00	Principal and Interest	5.6.07
North East Pistol & Shooting Club Inc., Pistol & Shooting Club, Yunta, S.A. 5440	78.40	Principal and Interest	5.6.06
O'Brien Michael Geoffrey, P.O. Box 743, Salisbury, S.A. 5108	1 033.67	Principal and Interest	4.6.07
Olsen Prue Elizabeth, 32 Mclean Court, Andrews Farm, S.A. 5114	153.75	Principal and Interest	15.5.07
Passmore Beryl (deceased), G.P.O. Box 546, Adelaide, S.A. 5001	36.75	Principal and Interest	24.4.06
Peters Matthew John, 20 Williams Avenue, Glenelg, S.A. 5045	53.00	Principal and Interest	21.11.06

Name and Address of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date Payable
Ragless Benjamin John, 5 Fyfe Court, Aberfoyle Park, S.A. 5159.....	420.89	Principal and Interest	28.12.07
Ram Olga, 2/130 Molesworth Street, North Adelaide, S.A. 5006	298.14	Principal and Interest	13.5.06
Raschella Adrian John, 4 Rhus Road, Highbury, S.A. 5089.....	219.49	Principal and Interest	15.8.07
Robbins Eileen Constance (deceased), 163 Hope Street, Brunswick West, Vic. 3055	95.85	Principal and Interest	14.7.07
Roberts Peggy, 49 Buxton Street, North Adelaide, S.A. 5006.....	20.20	Principal and Interest	15.5.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	47.18	Principal and Interest	21.11.07
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	750.00	Principal and Interest	25.10.07
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	47.18	Principal and Interest	21.8.07
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	42.75	Principal and Interest	21.5.07
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	42.75	Principal and Interest	21.2.07
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	42.75	Principal and Interest	21.11.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	156.00	Principal and Interest	25.10.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	42.75	Principal and Interest	21.8.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	156.00	Principal and Interest	25.7.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	42.75	Principal and Interest	21.5.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	156.00	Principal and Interest	25.4.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	42.75	Principal and Interest	21.2.06
Rowntree Alice May (deceased), 4 Fifth Avenue, Ascot Park, S.A. 5043	156.00	Principal and Interest	25.1.06
Scriven Jeanette Louise, P.O. Box 172, One Tree Hill, S.A. 5114	531.23	Principal and Interest	8.2.07
Simms Colin Glen (deceased) and Simms Fenella Ivy (deceased), G.P.O. Box 1272, Adelaide, S.A. 5001.....	70.63	Principal and Interest	30.1.07
Simms Colin Glen (deceased) and Simms Fenella Ivy (deceased), G.P.O. Box 1272, Adelaide, S.A. 5001.....	48.03	Principal and Interest	7.1.07
Simms Colin Glen (deceased) and Simms Fenella Ivy (deceased), G.P.O. Box 1272, Adelaide, S.A. 5001.....	70.63	Principal and Interest	30.7.06
Smith John Antony, P.O. Box 94, Highgate, S.A. 5063	2 344.75	Principal and Interest	3.1.08
Smith Jennifer Marie, 3 Ferry Street, Whyalla Playford, S.A. 5600...	82.89	Principal and Interest	29.10.07
Smith Jennifer Marie, 3 Ferry Street, Whyalla Playford, S.A. 5600...	82.24	Principal and Interest	29.7.07
Smith Jennifer Marie, 3 Ferry Street, Whyalla Playford, S.A. 5600...	80.28	Principal and Interest	29.4.07
Smith Lorna Joyce (deceased), P.O. Box 397, Walkerville, S.A. 5081	66.88	Principal and Interest	1.2.06
Smith Marie Ann, 6/290 Cross Road, Clarence Park, S.A. 5034.....	81.81	Principal and Interest	17.9.07
Surman Vernon Robert (deceased) and Surman Jean Merle (deceased), G.P.O. Box 389D, Melbourne, Vic. 3001	30.18	Principal and Interest	22.1.06
Sutherland Kathleen (deceased), G.P.O. Box 1015, Adelaide, S.A. 5001	267.50	Principal and Interest	3.2.06
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	63.90	Principal and Interest	14.1.08
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	228.56	Principal and Interest	15.12.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	62.90	Principal and Interest	25.11.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	63.90	Principal and Interest	14.10.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	228.56	Principal and Interest	15.9.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	62.90	Principal and Interest	25.8.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	63.90	Principal and Interest	14.7.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	205.10	Principal and Interest	15.6.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	57.50	Principal and Interest	25.5.07
Sutton Elsie Evelyn, Blewitt Springs Road, McLaren Flat, S.A. 5171	56.00	Principal and Interest	14.4.07
Tantanoola Co-Op Butter Cheese, P.O. Box 371, Mount Gambier, S.A. 5290	86.39	Principal and Interest	1.6.07
Tantanoola Co-Op Butter Cheese, P.O. Box 371, Mount Gambier, S.A. 5290	83.39	Principal and Interest	1.6.06
Thomas Dave, P.O. Box 5, Mount Bryan, S.A. 5418	111.92	Principal and Interest	3.3.06
Toe Justina, 335 Hampstead Road, Northfield, S.A. 5085.....	42.00	Principal and Interest	20.9.07

Name and Address of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date Payable
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 838 Ballarat Road, Deer Park, Vic. 3023	25.00	Section B	9.12.05
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	125.00	Section B	16.8.06
Paul Roberts Cutts, 87 Lackman Terrace, Alice Springs, N.T. 0870 ..	80.00	Section B	9.12.05
Paul Roberts Cutts, 87 Lackman Terrace, Alice Springs, N.T. 0870 ..	80.00	Section B	9.12.05
Paul Roberts Cutts, 87 Lackman Terrace, Alice Springs, N.T. 0870 ..	80.00	Section B	9.12.05
Paul Roberts Cutts, 87 Lackman Terrace, Alice Springs, N.T. 0870 ..	80.00	Section B	9.12.05
Paul Roberts Cutts, 87 Lackman Terrace, Alice Springs, N.T. 0870 ..	80.00	Section B	9.12.05
Peter and Sharyn Heather Ormond, 14/160 Waterloo Corner Road, Paralowie, S.A. 5108	50.00	Section B	22.8.06
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	100.00	Section B	16.8.06
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	150.00	Section B	16.8.06
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	75.00	Section B	16.8.06
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	100.00	Section B	16.8.06
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	125.00	Section B	16.8.06
William Benjamin Tepania, 837 Ballarat Road, Deer Park, Vic. 3023	100.00	Section B	16.8.06
Conway, Vickiann Kathleen, 5 Waverley Street, Largs Bay, S.A. 5016	49.59	Section B	10.12.07
Keith Leslie Hicks, Yuenduma Post Office via Alice Springs, N.T. 0872	881.48	Refund	25.9.06
William Jeffery Abdulla, 12 Falkner Street, Meningie, S.A. 5264	60.00	Refund	16.8.06
William J. Abdulla, 14 Falkner Street, Meningie, S.A. 5264	40.00	Refund	23.8.06
Pratt, Karlee, 21 Bobalalla Way, Kununurra, W.A. 6743	431.66	Refund	14.11.07
	5 522.80		

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