



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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PUBLISHED BY AUTHORITY

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

ADELAIDE, THURSDAY, 28 MAY 2015

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GOVERNMENT GAZETTE NOTICES

Notices for publication in the *South Australian Government Gazette* should be emailed to governmentgazette@dpc.sa.gov.au. Content should be sent as Word format attachment(s). Covering emails should include the date the notice is to be published and to whom the notice will be charged. **Closing time for lodgement is 4 p.m. on the Tuesday preceding the regular Thursday publication.** Gazette enquiries to: **Phone 8207 1045**. The *Government Gazette* is available online at: www.governmentgazette.sa.gov.au.

Department of the Premier and Cabinet
Adelaide, 28 May 2015

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

Member: (from 30 May 2015 until 29 May 2016)

Susan Jane Caracoussis
Max Adlam
Roger Flavell
Helen Alyssa Chalmers
Virginia Sue Hickey

Deputy Member: (from 30 May 2015 until 29 May 2016)

Warren Anthony Hicks (Deputy to Caracoussis)
Gregory Bruce Northcott (Deputy to Adlam)
Andrew Wood (Deputy to Flavell)
Denise Keenan (Deputy to Chalmers)
Dermot Finbar Barry (Deputy to Beattie)
Ann De Piaz (Deputy to Nettleton)
Michael John Morgan (Deputy to Crossman)

By command,

TOM KOUTSANTONIS, for Acting Premier

MES15/04CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to appoint the Honourable John Robert Rau, MP, Deputy Premier, Attorney-General, Minister for Justice Reform, Minister for Planning, Minister for Housing and Urban Development, Minister for Industrial Relations and Minister for Child Protection Reform to be also Acting Premier for the period from 13 July 2015 to 19 July 2015 inclusive, during the absence of the Honourable Jay Wilson Weatherill, MP.

By command,

TOM KOUTSANTONIS, for Acting Premier

DPC15/033CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to appoint Anne Elizabeth Lindsay as a full-time Conciliation Officer of the South Australian Employment Tribunal for a term of four years commencing on 1 June 2015 and expiring on 31 May 2019, pursuant to the provisions of the South Australian Employment Tribunal Act 2014.

By command,

TOM KOUTSANTONIS, for Acting Premier

MIR0024/15CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to appoint Alison Frances Adair and Gina Nardone as sessional Conciliation Officers of the South Australian Employment Tribunal for a term of one year commencing on 15 June 2015 and expiring on 14 June 2016, pursuant to the provisions of the South Australian Employment Tribunal Act 2014.

By command,

TOM KOUTSANTONIS, for Acting Premier

MIR0024/15CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to appoint the people listed as Conciliation Officers of the South Australian Employment Tribunal for periods specified, pursuant to the provisions of the South Australian Employment Tribunal Act 2014:

	Start Date	Expiry Date
Anthony Corrighan (full-time)	1.6.2015	31.5.2018
John Ross Palmer (full-time)	1.6.2015	31.5.2018
Jennifer Anne Russell (full-time)	1.6.2015	31.5.2018
Darryl Sydney Willson (full-time)	1.6.2015	31.5.2018
Leah McLay (full-time)	1.6.2015	31.5.2017
Andrew John Neale (full-time)	15.6.2015	14.6.2017
Lucy Byrt (part-time)	15.6.2015	14.6.2017
Jodie Mareika Carrel (part-time)	15.6.2015	14.6.2017
Melinda Jean Doggett (part-time)	15.6.2015	14.6.2017

By command,

TOM KOUTSANTONIS, for Acting Premier

MIR0024/15CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to appoint Andrew James Richardson as Auditor-General from 1 June 2015, pursuant to the Public Finance and Audit Act 1987.

By command,

TOM KOUTSANTONIS, for Acting Premier

DPC15/038CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to appoint the people listed as acting Conciliation Officers of the Workers Compensation Tribunal for periods specified, pursuant to the provisions of the Workers Rehabilitation and Compensation Act 1986:

	Start Date	Expiry Date
Leah McLay	1.6.2015	30.11.2015
Andrew John Neale	15.6.2015	14.12.2015
Lucy Byrt	15.6.2015	14.12.2015
Jodie Mareika Carrel	15.6.2015	14.12.2015
Melinda Jean Doggett	15.6.2015	14.12.2015

By command,

TOM KOUTSANTONIS, for Acting Premier

MIR0024/15CS

Department of the Premier and Cabinet
Adelaide, 28 May 2015

HIS Excellency the Governor in Executive Council has been pleased to substitute 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 Support Authority's recommendation, noting that the Rules will come into operation on 28 May 2015.

By command,

TOM KOUTSANTONIS, for Acting Premier

HEAC-2015-00025

ASSOCIATIONS INCORPORATION ACT 1985

ORDER PURSUANT TO SECTION 42 (2)

Dissolution of Association

WHEREAS the Corporate Affairs Commission ('the Commission') pursuant to Section 42 (1) of the Associations Incorporation Act 1985 ('the Act') is of the opinion that the undertaking or operations of Pitjantjara Council Incorporated (the Association) being an incorporated association under the Act are being carried on, or would more appropriately be carried on by a body corporate under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Commonwealth) and whereas the Commission was on 2 April 2015, requested by the Association to transfer its undertaking to Pitjantjara Council Aboriginal Corporation (Indigenous Corporation Number: 8229), the Commission pursuant to Section 42 (2) of the Act does hereby order that at 28 May 2015, the Association will be dissolved, the property of the Association becomes the property of Pitjantjara Council Aboriginal Corporation and the rights and liabilities of the Association become the rights and liabilities of Pitjantjara Council Aboriginal Corporation.

Given under the seal of the Commission at Adelaide 22 May 2015.

R. ALOI, A Delegate of the Corporate Affairs Commission

ENVIRONMENT PROTECTION AUTHORITY

Granting of an Exemption

THE Environment Protection Authority (EPA) has issued an exemption to Coffey Environments Australia Pty Ltd under Section 34 of the Environment Protection Act 1993 in respect of the requirements of Clause 17 of the Environment Protection (Water Quality) Policy 2003.

In undertaking the specified activity of chemical amendment of groundwater using ammonium phosphate and magnesium sulphate heptahydrate (essentially adding nutrients to the water to create an environment that will accelerate the biological breakdown of petroleum hydrocarbon contamination), Coffey Environments Australia Pty Ltd is exempt from the obligation to not discharge or deposit a pollutant listed in Part 1 of Schedule 4 of the Environment Protection (Water Quality) Policy 2003 into waters or onto certain land.

Dated 26 May 2015.

K. VOGELSANG, Delegate Environment Protection Authority

FIRE AND EMERGENCY SERVICES ACT 2005

SECTION 4

Establishment of Areas for Fire and Emergency Services

I, DAVID WILLIAM PLACE, the Chief Executive Officer of the South Australian Fire and Emergency Services Commission, hereby establish the following Fire District (Berrri) as set out in Rack Plan No. 1077 lodged in the Surveyor-Generals Office at Adelaide and listed at www.sailis.sa.gov.au (image search). This notice will come into operation on 1 July 2015.

Dated 29 May 2015.

D. PLACE, Chief Executive Officer, SAFECOM

FIRE AND EMERGENCY SERVICES ACT 2005

SECTION 4

Establishment of Areas for Fire and Emergency Services

I, DAVID WILLIAM PLACE, the Chief Executive Officer of the South Australian Fire and Emergency Services Commission, hereby establish the following Fire District (Wallaroo) as set out in Rack Plan No. 1077 lodged in the Surveyor-Generals Office at Adelaide and listed at www.sailis.sa.gov.au (image search). This notice will come into operation on 1 July 2015.

Dated 29 May 2015.

D. PLACE, Chief Executive Officer, SAFECOM

FIRE AND EMERGENCY SERVICES ACT 2005

SECTION 4

Establishment of Areas for Fire and Emergency Services

I, DAVID WILLIAM PLACE, the Chief Executive Officer of the South Australian Fire and Emergency Services Commission, hereby establish the following Fire District (Moonta) as set out in Rack Plan No. 1077 lodged in the Surveyor-Generals Office at Adelaide and listed at www.sailis.sa.gov.au (image search). This notice will come into operation on 1 July 2015.

Dated 29 May 2015.

D. PLACE, Chief Executive Officer, SAFECOM

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

First: Comprising an encumbered estate in fee simple in that piece of land being portion of Allotment 9 in FP 125500 as comprised in Certificate of Title Volume 6152 Folio 784, subject to an Easement over the land lettered 'E' created by T1157990 and being more particularly delineated as the whole of the land numbered 50 in the plan lodged in the Lands Titles Office and numbered D110020.

Secondly: Comprising an encumbered estate in fee simple in portion of that piece of land more particularly defined as that piece of Closed Road lettered 'B' and 'C' on Road Plan 7917 as comprised in Certificate of Title Volume 6152 Folio 883, and portion of that piece of Closed Road lettered 'A' on Road Plan 7917 as comprised in Certificate of Title Volume 6152 Folio 883, subject to an Easement over the land lettered 'G' created by T1157990 and subject to an Easement for sewerage purposes to the South Australia Water Corporation over the land marked 'H' created by VM 12265084 and being more particularly delineated as the whole of the land numbered 51 in the plan lodged in the Lands Titles Office and numbered D110020.

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:

Carlene Russell,
G.P.O. Box 1533,
Adelaide, S.A. 5001.
Phone: (08) 7424 7031.

Dated 26 May 2015.

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

A. J. BERRY, Manager, Real Estate Services
(Authorised Officer), Department of
Planning, Transport and Infrastructure

DPTI 2014/19828/01

ADELAIDE AIRPORT LTD ('AAL')

Schedule of Aeronautical Charges—Effective 1 July 2015

The prices shown in this schedule are inclusive of GST.

Service	Charge Base (see note (i))		
	Charge Per Passenger \$	Passenger Charge Applies to (see Charge Rules)	Charge per 1,000 kg MTOW (pro-rata) \$
International RPT Services			
Landing Charges	14.01	(1)	
Passenger Facility Charge ('PFC')—see note (iv)	7.64	(1)	
Government Mandated Charges.....	6.13	(3)	
Government Mandated Charges for international transit passengers	1.25	(5)	
Domestic RPT Services (Aircraft weighing more than 20,000 kg MTOW)			
Landing Charges	5.05	(2)	16.60
Passenger Facility Charge ('PFC')—see note (iv)	5.58	(2)	
Government Mandated Charges.....	3.12	(4)	
Regional RPT Services (Aircraft weighing less than 20,000 kg MTOW)			
Landing Charges	2.96	(2)	9.13
Passenger Facility Charge ('PFC')—see note (iv)	1.33	(2)	
Government Mandated Charges.....	3.12	(4)	
Landing Charges for Diversions			
International RPT services.....			11.21
Domestic RPT services.....			8.32
General Aviation (minimum charges apply—see note (ii))			
Freight aircraft.....			7.60
Fixed wing aircraft not operating RPT services			7.60
Rotary wing aircraft and unpowered aircraft.....			3.80

AIRCRAFT PARKING CHARGES:

General aviation aircraft parked longer than two hours in designated general aviation parking areas and aircraft will incur a charge of **\$16.88** per day or any part of a day

Code 'B' or greater—the charges for parking of Aircraft in the category of Code 'B' or greater is by arrangement with AAL from time to time.

Definitions

- (a) **Government Mandated Services** means those services which AAL provides to RPT Operators and other users of the Airport which are mandated by the Commonwealth Government (in applicable legislation and ministerial or Commonwealth Department directions) or other lawful authority and includes (but are not limited to) the following services:
- (i) terminal passenger checked bag screening;
 - (ii) terminal passenger screening;
 - (iii) airside inspections; and
 - (iv) other services required by the Commonwealth Government or other lawful authority.
- (b) **Infant** means children less than two years old, not occupying a seat.
- (c) **Landing Charge** means the amount from time to time charged by AAL to an aircraft operator in respect of the use by an aircraft of AAL's runways, taxiways and aprons. The Landing Charge is a single charge made on each arrival (landing) of an aircraft.
- (d) **MTOW** means maximum take-off weight as specified by the manufacturer.
- (e) **Passenger Facility Charge ('PFC')** means the amount from time to time charged by AAL to an RPT Operator in respect of its Passengers using a Terminal for the purpose of recovering costs relating to the Terminals.
- (f) **RPT (Regular Public Transport) Operation** means an operation of an Aircraft for the purposes of the carriage of people, or both people and goods, of an air service that:
- (i) is provided for a fee payable by persons using the service;
 - (ii) is conducted in accordance with fixed schedules to or from fixed terminals over specific routes; and
 - (iii) is available to the general public on a regular basis.

Per Passenger Charge Rules

- (1) Applies to all arriving and departing passengers and excludes transit passengers, infants and positioning crew.
- (2) Applies to all arriving, departing and transit passengers and excludes infants and positioning crew.
- (3) Applies to departing passengers only and excludes infants and positioning crew.
- (4) Applies to departing passengers and departing transit passengers and excludes infants and positioning crew.
- (5) Applies to all transit passengers excluding infants arriving from a port outside Australia.

Notes

- (i) **Charge Base:** An Aircraft Operator may elect, by agreement with AAL, and entirely at AAL's discretion, to incur Aeronautical Charges on a MTOW or Passenger basis, which basis is then fixed for the ensuing 12 month period.
- (ii) **Minimum charge:** A minimum charge applies to all General Aviation customers as follows:
 - (a) Fixed Wing Aircraft **\$45.28** per landing.
 - (b) Rotary Wing Aircraft **\$22.62** per landing.
- (iii) AAL has a growth incentive scheme which provides discount on the landing charges indicated above for airlines which exceed a target growth rate for the year. Details of this scheme are available to airlines on request.
- (iv) The PFC will be adjusted annually by the increase in the Consumer Price Index (All Groups Weighted Average of Eight Capital Cities) on the anniversary date of the commencement of charging for the PFC (17 February 2006). The PFC will be reviewed every five years; the next review date is 17 February 2016.

Adelaide Airport Limited (ABN 78 075 176 653)

Registered Office: 1 James Schofield Drive, Adelaide Airport, S.A. 5950

Website: www.adelaideairport.com.au

HOUSING IMPROVEMENT ACT 1940

NOTICE is hereby given that the South Australian Housing Trust Board Delegate in the exercise of the powers conferred by the Housing Improvement Act 1940, does hereby declare the houses described in the table hereunder to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940.

No. of House and Street	Locality	Allotment, Section, etc.	Certificate of Title	
			Volume	Folio
151 Woolshed Road	Mount Torrens	Allotment 6 in Filed Plan 13130, Hundred of Talunga	5485	398

Dated at Adelaide, 28 May 2015. R. HULM, Director, Corporate Services, Housing SA (Delegate SAHT)

HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table, the South Australian Housing Trust Board Delegate did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, the South Australian Housing Trust Board Delegate in the exercise of the powers conferred by the said Part, does hereby fix as the maximum rental per week which shall be payable subject to Section 55 of the Residential Tenancies Act 1995, in respect of each house described in the following table the amount shown in the said table opposite the description of such house and this notice shall come into force on the date of this publication in the *Gazette*.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published	Maximum rental per week payable in respect of each house \$
		Volume	Folio		
119C Eckert Road, Belvidere	Allotment 108 in Deposited Plan 72261, Hundred of Strathalbyn	5983	401	9.4.15, page 1440	52.00
33 John Street, Eastwood	Allotment 58 in Filed Plan 15146, Hundred of Adelaide	5826	976	24.11.05, page 3997	501.00
9 Lelante Street, Burra	Allotment 374 in Filed Plan 186886, Hundred of Koorunga	5819	217	1.5.03, page 1835	98.00
110 Milne Road, Kudla	Allotment 1 in Deposited Plan 43979, Hundred of Munno Para	5324	757	9.4.15, page 1440	220.00
5 Waring Street, Kadina	Allotment 435 in Filed Plan 197806, Hundred of Wallaroo	5556	775	25.10.90, page 1313	0.00 (Unfit for human habitation)

Dated at Adelaide, 28 May 2015.

R. HULM, Director, Corporate Services, Housing SA (Delegate SAHT)

HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table, the South Australian Housing Trust Board Delegate did declare the houses described in the following table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, and whereas the South Australian Housing Trust Board Delegate is satisfied that each of the houses described hereunder has ceased to be substandard, notice is hereby given that, in exercise of the powers conferred by the said Part, the South Australian Housing Trust does hereby revoke the said declaration in respect of each house.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published
		Volume	Folio	
7 Burwood Avenue, Woodville North	Allotment 174 in Deposited Plan 789, Hundred of Yatala	6155	434	29.5.03, page 2068
168 Main Road (also known as Lot 541), McLaren Vale	Allotment 541 in Deposited Plan 77662, Hundred of Willunga	6011	407	16.3.78, page 913
4 Princes Highway, Meningie	Allotment 66 in Township Plan 750301, Hundred of Bonney	5386	596	29.9.14, page 5956
14 Robe Street, Kapunda	Allotment 13 in Filed Plan 100453, Hundred of Kapunda	5101	67	28.9.89, page 968
5 Tidworth Road, Elizabeth North	Allotment 619 in Deposited Plan 6445, Hundred of Munno Para	5322	290	11.9.14, page 5209

Dated at Adelaide, 28 May 2015.

R. HULM, Director, Corporate Services, Housing SA (Delegate SAHT)

LIBRARIES BOARD OF SOUTH AUSTRALIA
Fees and Charges Schedule 2015-2016

Description of Activity (* Denotes GST included where applicable)	Previous Charge 2014-15	New Charge 2015-2016	Last changed
PHOTOCOPYING			
Resource Card	1.00	1.00	1/07/2000
Black & White			
A4 self operated standard quality (rechargeable card)	0.15	0.15	1/07/2004
A3 self operated standard quality (rechargeable card)	0.30	0.30	1/07/2004
A4 staff operated	0.30	0.30	1/07/2004
A3 staff operated	0.60	0.60	1/07/2004
A4 B&W best quality (uses colour process)	2.00	2.00	1/07/1997
A3 B&W best quality (uses colour process)	4.00	4.00	1/07/1997
Transparency A4 B&W best quality (uses colour process) staff operated	2.00	2.00	1/07/2004
Photocopying of large Maps	Negotiated	Negotiated	1/07/1997
Colour			
A4 self operated standard quality (rechargeable card)	0.75	0.75	1/07/2009
A3 self operated standard quality (rechargeable card)	1.50	1.50	1/07/2009
A4 colour best quality	2.00	2.00	1/07/1999
A3 colour best quality	4.00	4.00	1/07/1999
Transparency A4 colour best quality	4.00	4.00	1/07/1999
LAMINATING, MOUNTING AND BINDING			
Laminating			
Up to A5	2.00	2.00	1/07/2007
Up to A4	3.00	3.00	1/07/1997
Up to A3	4.00	4.00	1/07/1997
Up to A2	5.00	5.00	1/07/1997
Binding			
A4 Bindomatic or A4 Coil (includes cover)	3.50	3.50	1/07/1998
A4 Binding - Unibind (steel spine)	4.50	4.50	1/07/2011
FAX			
Send local first page	2.00	2.00	1/02/1994
Send STD first page	4.00	4.00	1/02/1994
Send overseas first page	6.00	6.00	1/02/1994
Send local subsequent pages	1.00	1.00	1/02/1994
Send STD subsequent pages	2.00	2.00	1/02/1994
Send overseas subsequent pages	3.00	3.00	1/02/1994
Receive up to 10 pages	2.00	2.00	1/02/1994
Receive additional pages	0.20	0.20	1/02/1994
FACILITIES HIRE	Negotiated	Negotiated	1/07/2004
REPRODUCTION FEES			
Reproduction Fees from Pictorial or Printed Collections and from films or videos in the Collections			
All categories (detailed below -)	Free	Free	1/07/2001
- all categories includes use in book or magazine, documentary film or video, display in public use building, post graduate thesis, commercial print, TV news or current affairs programs.			
- non-listed uses to be determined by the Director or delegate.			
COPIES ONTO MEDIA			
Audio Cassette Tape Copies * (cassette to cassette)	38.00	n/a	1/07/2013
Audio CDs copied from the digital sound collection * (CD to CD)	38.00	38.00	1/07/2013
Audio Cassette Tape Copies * (cassette to CD only)	80.00	80.00	1/07/2013
Other audio formats to CD	POA	POA	1/07/2009
Digital file (BWF) to MP3 first hour (files already existing from same OH interview)	28.00	28.00	1/07/2013
Digital file (BWF) to MP3 each subsequent hour (files already existing from same OH interview)	6.00	6.00	1/07/2013
DVD copies of film and video Betacam SP to DVD	70.00	70.00	1/07/2013
DVD copies of film and video DVD to DVD	38.00	38.00	1/07/2013
Retrieval of withdrawn items from offsite (Netley)			
- per first retrieval (up to 5 items per location)	Negotiated	Negotiated	1/07/2000
- per successive items retrieved	Negotiated	Negotiated	1/07/2000

Description of Activity (* Denotes GST included where applicable)	Previous Charge 2014-15	New Charge 2015-2016	Last changed
MICROGRAPHIC			
35mm B&W microfilm positive *	96.00	96.00	1/07/2014
35mm B&W microfilm duplicate negative *	92.00	93.00	1/07/2014
REFORMATTING			
Labour rate per hour *	62.00	62.00	1/07/2014
DIGITAL IMAGING			
Digital Image Per Scan * up to 50Mb	24.00	24.00	1/07/2014
Digital Image Per Scan * up to 100Mb	48.00	48.00	1/07/2014
Digital Image Per Scan * up to 150Mb	91.00	92.00	1/07/2014
Digital Image Per Scan * up to 200Mb	178.00	180.00	1/07/2014
Digital Image Per Scan * up to 500Mb - original material A3 size or smaller	210.00	213.00	1/07/2014
Digital Image Per Scan * up to 1Gb - original material A3 size or smaller	242.00	245.00	1/07/2014
Digital Image Per Scan * up to 1.5Gb - original material A3 size or smaller	295.00	300.00	1/07/2014
Digital Image Per Scan * up to 2Gb - original material A3 size or smaller	306.00	311.00	1/07/2014
LARGE FORMAT SCANS - Roller scanner			
A2	38.00	38.00	1/07/2014
A1	45.00	45.00	1/07/2014
A0	54.00	54.00	1/07/2014
Digital photo of objects less than 60cm x 60cm *	48.00	48.00	1/07/2014
Digital photo of objects equal to or larger than 60cm x 60cm *	80.00	81.00	1/07/2014
Burn to DVD - first file	10.00	10.00	1/07/2009
Burn to DVD - per additional large file	5.00	5.00	1/07/2009
Access of image via web server *	6.00	6.00	1/07/2009
LARGE FORMAT SCANS - Flatbed scanner			
A2	79.00	80.00	1/07/2014
A1	253.00	256.00	1/07/2014
A0	335.00	340.00	1/07/2014
LARGE FORMAT PRINTING			
A3			
Photo rag paper	37.00	37.00	1/07/2014
Photo pearl paper	32.00	32.00	1/07/2014
Canvas	39.00	39.00	1/07/2014
A2			
Photo rag paper	63.00	64.00	1/07/2014
Photo pearl paper	49.00	49.00	1/07/2014
Canvas	67.00	67.00	1/07/2014
A1			
Photo rag paper	97.00	98.00	1/07/2014
Photo pearl paper	76.00	77.00	1/07/2014
Canvas	106.00	106.00	1/07/2014
A0			
Photo rag paper	173.00	175.00	1/07/2014
Photo pearl paper	132.00	134.00	1/07/2014
Canvas	193.00	195.00	1/07/2014
Printing larger than A0 cost/m²	208.00	208.00	1/07/2014
PHOTOTEX PRINTS (one price - scan and print cost included) Images to be chosen from existing portfolio			
A1	240.00	243.00	1/07/2014
A0	409.00	417.00	1/07/2014
Printing larger than A0 cost/m ² (maximum width 60inch/1524mm)	513.00	518.00	1/07/2014
COMPUTER RELATED SERVICES			
Labour rate per hour	62.00	62.00	1/07/2014
A4 B&W print self operated	0.20	0.20	1/07/2004
A3 B&W print (file sent for printing)	0.30	0.30	1/07/2004
A3 Colour print self operated	0.75	0.75	1/07/2009
A4 Colour print self operated	1.50	1.50	1/07/2009
A4 B&W print (file sent for printing)	0.40	0.40	1/07/2004
A3 B&W print (file sent for printing)	0.50	0.50	1/07/2004
A4 colour print (file sent for printing)	1.50	1.50	1/07/2004
A3 colour print (file sent for printing)	2.00	2.00	1/07/2004
A4 B&W print (from customer disk)	2.50	2.50	1/07/2004
A3 B&W print (from customer disk)	3.00	3.00	1/07/2004

Description of Activity (* Denotes GST included where applicable)	Previous Charge 2014-15	New Charge 2015-2016	Last changed
A2 B&W print (from customer disk)	8.00	8.00	1/07/2011
A4 colour print (from customer disk)	3.50	3.50	1/07/2004
A3 colour print (from customer disk)	4.00	4.00	1/07/2004
A2 colour print (from customer disk)	11.00	11.00	1/07/2011
B&W Photo quality archival paper - up to A4 size print	18.00	18.00	1/07/2011
B&W Photo quality archival paper - up to A3 size print	21.00	21.00	1/07/2011
Colour Photo quality archival paper - up to A4 size print	22.00	22.00	1/07/2011
Colour Photo quality archival paper - up to A3 size print	25.00	25.00	1/07/2011
Digital Image per Scan (from Copy Centre) *	24.00	24.00	1/07/2014
Burn to CD-ROM (from Copy Centre) *	12.00	12.00	1/07/2009
Burn to DVD - first file (from Copy Centre)	10.00	10.00	1/07/2009
Burn to DVD - per additional large file (from Copy Centre)	5.00	5.00	1/07/2009
Access of Image via web server *	6.00	6.00	1/07/2009
MICROFILM READER PRINTER			
A4 microfiche / film self operated - Kodak equipment	0.50	n/a	1/07/2009
A3 microfiche / film self operated - Kodak equipment	0.70	n/a	1/07/2009
A4 microfiche / film self operated - ScanPro equipment	0.20	0.20	1/07/2013
A3 microfiche / film self operated - ScanPro equipment	0.30	0.30	1/07/2013
A4 microfiche / film staff operated	2.50	2.50	1/07/2008
A3 microfiche / film staff operated	3.80	3.80	1/07/2008
A4 microfiche / film staff operated - best quality image Copy Centre only	5.50	n/a	1/07/2008
A3 microfiche / film staff operated - best quality image Copy Centre only	6.50	n/a	1/07/2008
A2 microfiche / film staff operated	10.00	10.00	1/07/2008
A4 microfiche / film staff operated - enhanced image	18.00	18.00	1/07/2008
A3 microfiche / film staff operated - enhanced image	19.00	19.00	1/07/2008
A2 microfiche / film staff operated - enhanced image	22.00	22.00	1/07/2008
Scan and save microfilm image	11.00	11.00	1/07/2008
Burn to CD-ROM (from Copy Centre) *	12.00	12.00	1/07/2009
Access of Image via web server *	6.00	6.00	1/07/2009
OVERHEAD SCANNER			
A4 B&W overhead scan	5.50	5.50	1/07/2008
A3 B&W overhead scan	6.50	6.50	1/07/2008
A2 B&W overhead scan	10.00	10.00	1/07/2008
A4 B&W overhead scan - enhanced image	18.00	18.00	1/07/2008
A3 B&W overhead scan - enhanced image	19.00	19.00	1/07/2008
A2 B&W overhead scan - enhanced image	22.00	22.00	1/07/2008
Scan and save overhead image	11.00	11.00	1/07/2008
Access of Image via web server *	6.00	6.00	1/07/2009
Burn to CD-ROM (from Copy Centre) *	12.00	12.00	1/07/2009
REPRODUCTION FROM HIGH RESOLUTION DIGITAL IMAGES			
Digital Image printed on ordinary paper - Black & White - up to A4	6.00	6.00	1/07/2011
Digital Image printed on ordinary paper - Black & White - up to A3	7.00	7.00	1/07/2011
Digital Image printed on ordinary paper - Black & White - up to A2	11.00	11.00	1/07/2011
Digital Image printed on ordinary paper - Colour - up to A4	8.00	8.00	1/07/2011
Digital Image printed on ordinary paper - Colour - up to A3	9.00	9.00	1/07/2011
Digital Image printed on ordinary paper - Colour - up to A2	13.00	13.00	1/07/2011
Digital Image printed to B&W photo quality paper archival paper - up to A4 size print	18.00	18.00	1/07/2011
Digital Image printed to B&W photo quality paper archival paper - up to A3 size print	21.00	21.00	1/07/2011
Digital Image printed to B&W photo quality paper archival paper - up to A2 size print	n/a	30.00	
Digital Image printed to colour photo quality paper archival paper - up to A4 size print	22.00	22.00	1/07/2011
Digital Image printed to colour photo quality paper archival paper - up to A3 size print	25.00	25.00	1/07/2011
Digital Image printed to colour photo quality paper archival paper - up to A2 size print	n/a	40.00	
Image downloaded and saved	16.00	16.00	1/07/2008
Access of Image via web server *	6.00	6.00	1/07/2009
Burn to CD-ROM (from Copy Centre) *	12.00	12.00	1/07/2009

Description of Activity (* Denotes GST included where applicable)	Previous Charge 2014-15	New Charge 2015-2016	Last changed
NOTES			
- Copy Centre orders will only be held for a period of 3 months from the date of completion.			
- All Photographic and Print from Computer items: labour charges apply to all customised work.			
- Digital Images (previously Photographic Images):			
Priority Service- 3 working days maximum	Add 50%	Add 50%	1/07/2008
Express Service- 1 working day maximum (subject to availability)	Add 100%	Add 100%	1/07/2008
DOCUMENT DELIVERY SERVICE			
Faxing- Inter-Library Charges			
Interlibrary local per 10 pages(or Part) *	3.30	3.30	1/07/1991
Interlibrary STD up to 10 pages *	6.60	6.60	1/07/1991
Interlibrary STD per additional 10 pages *	3.30	3.30	1/07/1991
S.A. Public Libraries no charge for FAXES			
Document Delivery from State Library Collections (for Public)			
Photocopying A4 (staff operated)	0.30	0.30	1/07/2003
Photocopying A3 (staff operated)	0.60	0.60	1/07/2004
Priority copying (staff operated) within 5 working hours Monday to Friday	5.00	5.00	1/07/1997
Express copying (staff operated) within 2 working hours Monday to Friday subject to staff availability	10.00	10.00	1/07/2001
Printing from Public Workstations			
A4 Computer printout (staff operated)	0.50	0.50	1/07/2000
Special loans overdue fines PER DAY	2.00	2.00	1/07/1989
Charges to public for items from other libraries			
Interlibrary photocopying per article (up to 50 pages)			
Core - 4 working days *	16.50	16.50	1/07/2011
Rush - 24 Hours Mon to Fri *	33.00	33.00	1/07/2011
Express - 2 working hours Mon to Fri *	49.50	49.50	1/07/2011
Interlibrary photocopying each additional 50 pages *	4.00	4.00	1/07/2011
Interlibrary Loans to Australian Libraries			
Core - 4 working days *	16.50	16.50	1/07/2011
Rush - 24 Hours Mon to Fri *	33.00	33.00	1/07/2011
Express - 2 working hours Mon to Fri *	49.50	49.50	1/07/2011
Interlibrary Loans - from Overseas Libraries	cost recovery	cost recovery	1/07/2005
Interlibrary Copies - from Overseas Libraries	cost recovery	cost recovery	1/07/2005
Charges to libraries for items from State Library Collections			
Interlibrary photocopying per article (up to 50 pages)			
Core - 5 working days *	16.50	16.50	1/07/2011
Rush - AM/PM Mon to Fri *	33.00	33.00	1/07/2011
Express - 2 working hours Mon to Fri *	49.50	49.50	1/07/2011
Interlibrary photocopying each additional 50 pages *	4.00	4.00	1/07/2011
Photocopying A4 & A3 for Public Libraries - PLASA levy (staff operated) * Maximum of \$5.00 per request	0.30	0.30	1/07/1997
Interlibrary Loans to Australian Libraries			
Core - 4 working days *	16.50	16.50	1/07/2011
Rush - 24 Hours Mon to Fri *	33.00	33.00	1/07/2011
Express - 2 working hours Mon to Fri *	49.50	49.50	1/07/2011
Interlibrary Loans to Overseas Libraries	cost recovery	cost recovery	1/07/2005
Online Database Searches (by staff) including Newstext			
Basic Searches	free	free	1/07/2000
Full-text Records	cost recovery	cost recovery	2/07/1986

Description of Activity (* Denotes GST included where applicable)	Previous Charge 2014-15	New Charge 2015-2016	Last changed
SPECIAL TOURS by arrangement			
Behind The Scenes - Tariff per person			
Adults	15.00	15.00	1/07/2008
Concession	12.50	12.50	1/07/2008
Hidden Treasures - Tariff per person			
Adults	15.00	15.00	1/07/2008
Concession	12.50	12.50	1/07/2008
Tourism Industry Tour packages - Designer Tours at the State Library			
Platinum pass tour - adult (no concession)	20.00	20.00	1/07/2010
Gold pass tour - adult (no concession)	15.00	15.00	1/07/2010
Silver Special tour - adult (no concession)	10.00	10.00	1/07/2010
SPECIAL SEMINARS (Family & Oral History) & SHORT COURSES			
Tariff per PERSON per session			
Hosted by State Library of South Australia	Negotiated	Negotiated	1/07/1991
Concession Card Holder	Negotiated	Negotiated	1/07/1994
Hosted by Public Libraries	Negotiated	Negotiated	1/07/1994
Concession Card Holder	Negotiated	Negotiated	1/07/1994
Other Seminars, short courses and training sessions	Negotiated	Negotiated	1/07/1996
EXTERNAL EXHIBITION LOANS			
Administration fee	cost recovery	cost recovery	1/07/2008
COLLECTION PHOTOGRAPHY			
Staff time for supervising external photography requests	Negotiated	Negotiated	1/07/2005
CONSULTANCIES			
Consultancies undertaken by the State Library negotiated on a case by case basis	Negotiated	Negotiated	1/07/1995
POSTAGE, HANDLING AND INVOICING			
Postage and handling			
Charged on a cost recovery basis and is dependent upon the service and quantities requested			
Invoicing Charge (per invoice)	4.50	4.50	1/07/2011
- To be applied to State Library product sales under \$150			
- Does not apply to State Library fees levied			
- Publications may be liable for an invoicing charge			

Note: In accordance with a GST Ruling received from the Australian Taxation Office, any supply made by the State Library, being a gift deductible entity, will be GST free where the revenue received recovers less than 75% of the cost of the service provided. Fees for services that include GST are denoted by an asterisk (*) next to the charge.



Lifetime S U P P O R T



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

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1. Background

- 1.1 The Lifetime Support Authority of South Australia (the LSA) is a statutory authority established under the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013* (the Act). The LSA 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 sustained a serious spinal cord injury, brain injury, amputations, burns or blindness (eligible injury) resulting 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 The Lifetime Support Scheme Rules (the Rules) are to be read as a whole and in conjunction with the Act.
- 1.4 Throughout these Rules, any reference to treatment, care and support benefits is a reference only to treatment, care and support benefits that:
 - 1.4.1 are necessary and reasonable in the circumstances; and
 - 1.4.2 relate to the motor vehicle injury, as defined by these Rules.
- 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 2 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 LSA 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 LSA 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 may be injured in the future.
 - 2.1.2 The LSA 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 LSA 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.



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2.1.4 The LSA acknowledges:

"Recognising 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.

2.1.5 The delivery of effective treatment, care and support services involves communication and cooperation with the participant, their family, service providers and the LSA.

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.

Application Form means the form developed by the LSA to enable application to the Scheme and made available on its website.

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

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 LSA'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 in 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):

- 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

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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devices); or

- therapy support to implement a therapy program under the guidance and supervision of a health professional.

Certificate means a certificate issued:

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

DES means Domiciliary Equipment Services.

Discharge Plan is the plan that documents a participant's assessed treatment, care and support needs required post-discharge from an in-patient facility. It is prepared by the LSA, in consultation with the participant and their treating team. The Discharge Plan represents the certification of treatment, care and support needs as required under section 30 of the Act.

Dispute means a dispute about a non-medical matter or any aspect of a non-medical matter 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 LSA's website.

The FIM™ assessment is an assessment of a person's function conducted by an assessor approved by the LSA 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 LSA'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.



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

International Standards for Neurological Classification of 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 arising from the motor vehicle accident that caused the eligible injury, and includes the eligible injury.

MyPlan is the plan that documents the participant's assessed treatment, care and support needs and is prepared by the participant and the LSA. The MyPlan represents the certification of treatment, care and support needs as required under section 30 of the Act.

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

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

Rehabilitation includes placement in employment and all forms of social rehabilitation such as family counselling, leisure counselling and training for independent living.

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.



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Return To Work Corporation of South Australia (RTWSA) is a statutory authority established pursuant to the *Return to Work Act 2014* to administer the South Australian Return to Work Scheme.

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

Scheme refers to the Lifetime Support Scheme.

Snellen Scale is 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)):

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

WeeFIM® is the paediatric version of the FIM™ and is a similar tool to the 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 LSA 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 LSA'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 which



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corresponds to the *Motor Vehicles 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.

5. Interaction with other legislative requirements

5.1 Pursuant to section 27(3)(c) of the Act, the following treatment, care or support needs 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; or

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 LSA reserves the right to extend or abridge any time limit in these Rules that affects a participant, an applicant, the LSA or an Assessor. The LSA 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 The LSA may suspend a participant from the Scheme by notice in writing in accordance with the relevant section of the Act and these Rules.

7.2 Where a participant is suspended from the Scheme the LSA 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 National Accreditation Authority for Translators and Interpreters (NAATI) 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 LSA. Any person accompanying the participant/ applicant, such as a family member, carer or support person, cannot act as an interpreter.



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9. Sending documents to the LSA

9.1 To deliver or send documents to the LSA, the postal address is:

Lifetime Support LSA
PO BOX 1218
Adelaide SA 5000

9.2 The LSA's email address is Lifetime.support@sa.gov.au.

9.3 Documents sent to or from the LSA via email will be taken to be received on the same day as they were sent.

9.4 Documents sent to or from the LSA via mail will be taken to be received five days after the date they were posted.

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 LSA, not original documents.

11. Medical documentation

11.1 Any medical documentation:

11.1.1 provided to the LSA with an application, must be listed in the application; or

11.1.2 provided to the LSA 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 LSA. No original films or scans should be submitted to the LSA. These can be brought to any examination by the participant.

12. LSA may conduct provider audits

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

12.1.1 the requested services have been costed in accordance with the LSA's rates published in the Gazette;

12.1.2 the quality of services provided is satisfactory in the LSA'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 LSA will send copies of any document required to be sent to the participant/applicant to their legal representative.

PART 1 – Preliminary

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 LSA 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 LSA to have the error corrected within 14 days of the date on the determination/ certificate.
- 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/ certificate.
- 15.3 The LSA will forward this request to any other party within five days of receipt, after which time that party has five days in which to make a submission to the LSA on the application to have the error corrected.
- 15.4 The review officer/ expert review panel may issue a replacement determination/ certificate that corrects any obvious error and that will replace the previous determination/ certificate. If a replacement determination/ certificate is issued, the replacement determination/ certificate is to be titled as a replacement determination/ certificate and will supersede the previous determination/ certificate.

16. Privacy and confidentiality/ release of information

- 16.1 When dealing with participant information, the LSA will adhere to the privacy and confidentiality obligations contained in the Department of Premier and Cabinet Circular PC012 'Information Privacy Principles' (IPP's).
- 16.2 The LSA 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 obligations contained in the IPP's or other equivalent privacy principles.

17. Commencement Date

- 17.1 In accordance with section 56(5) of the Act this updated version of the Rules will commence on the day of publishing in the South Australian Government Gazette.

PART 2 – Eligibility for Participation in the Scheme

1. Background

- 1.1 For the purpose of this Part, 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 in these Rules.

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.

Criteria for spinal cord injury

- 3.3 The criteria for spinal cord injury (SCI) are:
- 3.3.1 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
 - 3.3.2 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.
 - 3.3.3 The most recent assessment will be considered by the LSA, where there is more than one assessment.

Criteria for brain injury

- 3.4 The criteria for brain injury are:



PART 2—Eligibility For Participation in the Scheme

- 3.4.1 For adults and children over eight, a traumatic brain injury with:
- a. a recorded Post-Traumatic Amnesia (PTA) of seven days or more measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA as Gazetted by the LSA; and/or
 - b. a significant brain imaging abnormality;
- and a score of five or less on any item in the FIM™ due to the brain injury.
- 3.4.2 For children aged three to eight years, a traumatic brain injury with:
- a. a Glasgow Coma Scale (GCS) of less than nine (assessed post resuscitation or on admission to Accident and Emergency) and/or PTA of seven 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 two less than the age norm on any item on the WeeFIM® due to the brain injury.
- 3.4.3 For children under three years of age, a medical certificate from a paediatric rehabilitation physician or 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.

Criteria for amputations

- 3.5 The criteria for amputations are:
- 3.5.1 The injury resulting in amputation or the equivalent impairment, is of the following types:
- 3.5.1.1 A brachial plexus avulsion or rupture equivalent to a forequarter amputation; or
 - 3.5.1.2 Single amputation of the following types:
 - a. forequarter amputation or shoulder disarticulation; or
 - b. amputation of the lower limb through or above 65 per cent of the femur.
- 3.5.2 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); and/or



PART 2—Eligibility For Participation in the Scheme

- b. at or above the first metacarpophalangeal joint of the thumb and index finger of the same hand.

Criteria for burns

- 3.6 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 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
 - 3.6.2 permanent inhalation burns causing long term significant respiratory impairment; or
 - 3.6.3 full thickness burns to the hands, face or genital area.
 - 3.6.4 For Lifetime Participation the criteria in 3.6.1 must be fulfilled and
 - 3.6.4.1 if over eight years of age at the time of assessment a score of five or less on any item in the FIM™ or WeeFIM® due to burns; or
 - 3.6.4.2 if aged from three to eight years at the time of assessment a score two less than the age norm on any item on the WeeFIM® due to burns; or
 - 3.6.4.3 for children under three 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.

Criteria for permanent blindness

- 3.7 The criteria for blindness are:
- 3.7.1 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 An application 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 three years from the date of the relevant motor vehicle accident (section 25(7) of the Act) using the LSA's form (as updated from time to time and published on its website).
- 4.2 In exceptional circumstances the LSA may extend the time by two years.



PART 2—Eligibility For Participation in the Scheme

- 4.3 When making an application the LSA requires the applicant to provide it with authorisation to obtain information and documents relevant to the injury, motor vehicle accident or motor vehicle.
- 4.4 The Application Form must be signed and all required information attached. If the form does not contain the information necessary for the LSA 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 LSA to supply specified additional information or provide authorisation for the LSA to obtain specified additional information. This could be in circumstances where the LSA cannot make a decision about eligibility without this information. This information could include, but is not limited to:
- 4.6.1 the Serious Injury Notification Form, Compulsory Third Party 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;
 - 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 RTWSA; 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 most recent assessment must be used.
- 5.2 Prior to approving eligibility, the LSA may require that a FIM™ or WeeFIM® assessment is conducted by an appropriately qualified person.

6. Consideration of an application

- 6.1 The LSA may require that the consideration of an application for eligibility be deferred until such time as the injury is sufficiently stable. In such cases the LSA will inform the applicant in writing.



PART 2—Eligibility For Participation in the Scheme

7. The LSA's determination

- 7.1 The LSA will acknowledge all applications in writing within 14 days of receipt.
- 7.2 The LSA 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 LSA may request in order to make its determination.
- 7.3 The applicant will receive the LSA's determination in writing, including reasons for the decision.
- 7.4 If the LSA rejects an application for participation in the Scheme, the LSA will provide the applicant with information about the LSA's process for resolving disputes.

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 LSA becomes satisfied based on an appropriately qualified specialist's advice that the injury has not stabilised and may reduce to a level below the relevant eligibility threshold.
- 8.2 With the exception provided at rule 8.5, the maximum period for interim participation is three years from the date of acceptance into the Scheme.
- 8.3 Assessment of lifetime participation for eligibility may be initiated at the request of the interim participant and will occur once the LSA becomes satisfied that the injury has stabilised.
- 8.4 The LSA may make a decision regarding lifetime participation at any time where the lifetime impact of the impairment is apparent and meets the eligibility criteria.
- 8.5 A child with a brain injury will not be assessed for lifetime participation until they are six 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 At any time during the interim participation period, the LSA may require an eligibility assessment regarding whether the participant's injury meets the eligibility criteria, but at no more than six monthly intervals. The LSA will notify the participant in writing that an eligibility assessment is required for the LSA to make an eligibility decision.
- 9.2 If as result of the eligibility assessment the LSA decides that the participant is no longer eligible for the scheme, then participation ceases from the date the LSA notifies the participant in writing. This notification will be accompanied by information regarding eligibility disputes.



PART 2—Eligibility For Participation in the Scheme

- 9.3 Where the decision of the LSA 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 LSA 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 LSA 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 one 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 LSA 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 LSA 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 one month (before or after) of the date of a request from a participant or when the LSA requires it, in order to transition the participant to lifetime participation. The most recent assessment will be used.

PART 3—Rules for disputes about eligibility for 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 LSA shall apply the principles of natural justice and procedural fairness.

2. Application

- 2.1 A dispute application must be made to the LSA in writing.
- 2.2 The dispute application must include:
 - the applicant's name, address and contact details;
 - a clear statement that the LSA's decision is disputed;
 - detailed reasons why the LSA's decision is disputed; and
 - any information or relevant reports.
- 2.3 If the applicant does not provide the above information, then the LSA may request that information is provided to the LSA before the application can proceed to assessment.
- 2.4 The LSA will send a written acknowledgement of the dispute application to the sender within 14 days of receipt.
- 2.5 A copy of the dispute 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 LSA on the application.
- 2.6 Any information provided to the LSA may be shared with any other party to the dispute.

3. Further information or documentation required

- 3.1 If the LSA is satisfied that further information or documentation is required in the application or is likely to assist in the resolution of the dispute, the LSA 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 LSA may obtain any relevant information as required.
- 3.3 The LSA 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



PART 3—Rules for disputes about eligibility for participation

relevant to the dispute.

- 3.4 At any stage during the dispute, the LSA may contact any of the applicant's treating health practitioners about health or physical safety issues that the LSA considers are urgent or serious.

4. Parties to a dispute

4.1 All parties to a dispute will:

- 4.1.1 receive a copy of the dispute application, and any other documents related to the dispute submitted to the LSA;
- 4.1.2 receive a copy of the LSA's decision that is being disputed and any documents related to that decision that were submitted to the LSA, including the Application Form to the Scheme;
- 4.1.3 have opportunity to make a submission or submissions in relation to the dispute; and
- 4.1.4 receive the written determination issued by the review officer or certificate issued by the 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 relevant determination:

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

5.2 A dispute application must be received within six months of receipt of the LSA'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 LSA may reject any such request if the LSA is satisfied that the request:

- 5.3.1 does not establish that it relates to a dispute about threshold determination;
- 5.3.2 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.

6.2 Review officers will provide all parties with the opportunity to make submissions in person or in writing.

6.3 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 LSA will provide the parties with these reasons.



PART 3—Rules for disputes about eligibility for participation

6.4 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 LSA, or by notice to the LSA given:

7.1.1 by or on behalf of an applicant; or

7.1.2 by an insurer; or

7.1.3 by the nominal defendant.

7.2 A dispute application must be received by the LSA within six months of receipt of the LSA's written decision on eligibility.

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's procedures will be in accordance with Schedule 1 of the Act and the *Guidelines as to the procedures of expert review panels* issued by the Minister for Health.

8.3 The LSA will provide secretariat services to an expert review panel.

8.4 The expert review panel will give a certificate as to its determination setting out the reasons for the determination.

8.5 Further information on expert review panels is found in Schedule 1 of the Act and on the LSA website.



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

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 LSA will only pay for necessary and reasonable treatment, care and support needs that relate to the motor vehicle injury.

2. Treatment, care and support

- 2.1 The LSA will pay for the participant's necessary and reasonable treatment, care and support needs related to the motor vehicle injury, where the LSA 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;



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

- 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 LSA (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, regulations or these Rules. In this case, the LSA will not pay for any such services or supports, but may work with participants, 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 LSA.

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 outlined below.
- 3.2 If a specific treatment, service or item of equipment is not the subject of a specific section in these Rules, the LSA may pay the costs of that service or equipment, if it is determined by the LSA to be necessary and reasonable in the circumstances.
- 3.3 In determining whether requests are 'necessary and reasonable' the LSA 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 below. The LSA 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.

Benefit to the participant

- 3.5 A proposed service will be considered by the LSA 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

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results or outcomes;

- 3.5.4 the service has a specific goal or goals, and expected duration and expected outcome/s; and
- 3.5.5 any potential risk is sufficiently offset by the expected benefits from providing the service.

Appropriateness of service or request

3.6 The proposed service will be considered by the LSA 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 MyPlan (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;
- 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 it is new or innovative, there is sufficient rationale for offering it and measures exist to quantify its outcomes.

Appropriateness of provider

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

- 3.7.1 qualified and appropriately experienced to provide the service;
- 3.7.2 registered with the LSA (if applicable);
- 3.7.3 appropriate considering the participant's age, ethnicity and any cultural and linguistic factors;
- 3.7.4 expected to be found acceptable by the participant; and
- 3.7.5 readily accessible by the participant.

Cost effectiveness considerations

3.8 The proposed service will be considered by the LSA 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



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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.

Relationship to motor vehicle injury

- 3.9 The proposed services will be considered by the LSA 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 LSA 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 LSA will not pay for treatment, care and support services costing more than the maximum amount for which the LSA 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 LSA will not pay for economic loss, capital items, rent or bond for rental properties, 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 LSA will not pay for experimental or non-established treatment where the LSA 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).

PART 5 – Disputes about participant’s treatment care and support needs

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 LSA 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 assessing treatment, care and support needs

- 2.1 The LSA will collaborate with a participant and service providers to assess the participant’s treatment, care and support needs.
- 2.2 Necessary and reasonable treatment, care and support services will be approved if they relate to the participant’s needs arising from their motor vehicle accident.
- 2.3 The LSA’s process for determining services will be through discussions with:
 - 2.3.1 participants;
 - 2.3.2 health professionals working in acute care, rehabilitation and in the community, hospitals and within institutions, providing services to participants;
 - 2.3.3 service providers seeking to deliver services to participants;
 - 2.3.4 LSA staff; and
 - 2.3.5 approved assessors engaged by the LSA.
- 2.4 The LSA may request further information from participants and/ or service providers to enable accurate assessment of treatment, care and support needs.
- 2.5 The LSA may appoint assessors to obtain additional relevant information to assist with planning treatment, care and support.
- 2.6 Participants and/ or service providers must give the LSA relevant documentation to assist with assessment and planning of treatment, care and support services. The LSA may seek further clarification and further documentation from the participant and/ or service provider if necessary.

3. LSA to require assessment

- 3.1 To assess the participant’s necessary and reasonable treatment, care and support needs, the LSA may require the participant to undergo a medical examination or other examination by a health professional or other appropriately qualified person.



PART 5 – Disputes about participant’s treatment care and support needs

- 3.2 The LSA 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.

4. Discharge Plan

- 4.1 A participant’s assessed treatment, care and support needs following discharge from a hospital in-patient stay will be documented in the participant’s Discharge Plan.
- 4.2 The Discharge Plan includes the necessary and reasonable treatment, care and support related to the motor vehicle injury that the LSA will coordinate and fund to facilitate discharge and ongoing rehabilitation.
- 4.3 The Discharge Plan fulfils the assessment and certification of needs by the LSA under section 30 of the Act.
- 4.4 The Discharge Plan will remain in operation and be updated as necessary until a participant’s MyPlan is approved.
- 4.5 The participant will be provided with their initial approved Discharge Plan (and any update on request) and information on the LSA’s process for reviewing an assessment of their treatment, care and support needs.

5. MyPlan

- 5.1 A participant’s assessed treatment, care and support needs will be documented in the participant’s MyPlan.
- 5.2 The MyPlan includes:
 - 5.2.1 a statement specifying the participant’s goals and strategies to achieve these goals, taking into account their relevant aspirations, circumstances and cultural background; and
 - 5.2.2 the necessary and reasonable treatment, care and support related to the motor vehicle injury that the LSA will coordinate and fund to achieve these goals.
- 5.3 The MyPlan fulfils the assessment and certification of needs by the LSA under section 30 of the Act.
- 5.4 The participant will be provided with their MyPlan, in writing, from time to time with information on the LSA’s process for reviewing an assessment of their treatment, care and support needs. Participants will also be able to access their MyPlan at any time through the LSA website.



PART 6 – Treatment and Rehabilitation

PART 6 – Treatment and Rehabilitation

1. Background

- 1.1 This Part applies in relation to services under section 4(1) of the Act.
- 1.2 The LSA will pay for the necessary and reasonable cost of treatment and rehabilitation services for a participant where those services relate to the motor vehicle injury. Services should be provided by a qualified health professional.

2. Treatment and rehabilitation services funded by the LSA

- 2.1 The LSA will pay for the necessary and reasonable costs of treatment and rehabilitation services for a participant where:
 - 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 accident 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 independence, participation and self-management.
- 2.2 The LSA will pay for the necessary and reasonable costs of counselling services for immediate family members or people who live with the participant where the need for the services relates to the participant's motor vehicle injury and will benefit the participant.

3. Treatment and rehabilitation funding exclusions

- 3.1 The LSA will not pay for treatment and rehabilitation services not related to a participant's motor vehicle injury.



PART 7 – Support, Attendant Care and Domestic Services

PART 7 – 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 LSA 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 families with respite.
- 1.4 The LSA 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 LSA may issue guidelines regarding the appropriate level of support, attendant care and/or domestic services for different injury types and publish these on the LSA's website. Where such guidelines are published, the LSA 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 LSA's assessment of whether support services are necessary and reasonable takes into account the participant's abilities and care needs. The participant's Discharge Plan or



PART 7 – Support, Attendant Care and Domestic Services

MyPlan 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); and
 - 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 an in-patient in hospital or a 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 needs;
 - 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 LSA will only pay for the additional services required as a result of the motor vehicle 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 LSA 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 in-patient in a hospital or during in-patient rehabilitation;
 - 4.1.2 services for an injury, condition or circumstance that existed before the motor vehicle accident or that are not a result of the motor vehicle accident;

PART 7 – Support, Attendant Care and Domestic Services

- 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; or
- 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;
 - 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 maintenance as a result of the motor vehicle accident);
 - 5.1.4 home maintenance to ensure safe and easy access; and
 - 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 LSA's assessment of whether domestic 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 LSA 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 LSA 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.



PART 7 – Support, Attendant Care and Domestic Services

- 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 LSA 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 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 LSA 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 LSA'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.



PART 7 – Support, Attendant Care and Domestic Services

- 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 LSA may set a limit on providing these expenses and will make these limits available on the LSA website.

9. Alternatives to support and attendant care service provision

- 9.1 The LSA will consider paying necessary and 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 LSA 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 LSA 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 LSA will pay for training of immediate family members or people who live with the participant if, in the opinion of the LSA, the training will assist the participant and family to achieve greater independence and/or cohesion and it represents a cost effective option.

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



PART 7 – Support, Attendant Care and Domestic Services

10.3.6 the availability of suitable training.

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

11. Support and attendant care services when the participant is away from home

11.1 The LSA 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 LSA 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 LSA may require additional documentation of the care needs of the participant, in order to assess their needs for attendant care when they are 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 LSA 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 LSA will only pay reasonable expenses of any additional cost for recreational equipment hire that is required as a result of the motor vehicle injury.



PART 7 – Support, Attendant Care and Domestic Services

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's 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 8—Approved providers of attendant care and support services

PART 8 – 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 LSA will advertise, from time to time, 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 LSA for appointment. The LSA may also accept applications at any time.
- 1.4 The LSA will require that an approved attendant care provider meet the registration requirements and terms of business prescribed by the LSA and made available on the LSA website.
- 1.5 A participant may choose an approved support and attendant care service provider from the LSA's list of approved support and attendant care service providers.
- 1.6 Except for the special circumstances below, the LSA 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 LSA 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 LSA 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 LSA 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 the individual 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 LSA may reasonably request.
- 2.5 Where the approval is for an individual, that person will be expected to take all reasonable



PART 8—Approved providers of attendant care and support services

steps to become employed through an LSA approved attendant care and support service provider to support a participant.

- 2.6 If granted, the LSA's written approval of an individual or organisation will set out the duration of the approval. The LSA will not pay expenses for support and attendant care services delivered before a provider has obtained written approval.

3. Fees

- 3.1 The fees for support and attendant services payable by the LSA are those specified in the LSA'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 LSA approves support and attendant services be delivered by other approved individuals or a support and attendant service provider that is not an approved provider, payment will be made according to the rates of payment set out in the letter of approval from the LSA.
- 3.3 The LSA 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 LSA.

PART 9—Equipment

PART 9 – Equipment

1. Background

- 1.1 This Part applies in relation to equipment referred to in section 4(1) of the Act.
- 1.2 The LSA 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 requests for equipment, other than equipment on the LSA's discharge list (see rule 9 below), must be provided to the LSA. 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 request must be accompanied by the following information:
 - 2.3.1 identification of the specific model, type costs and where relevant, maintenance and/or servicing requirements;

PART 9—Equipment

- 2.3.2 written confirmation that the participant/ guardian 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.

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 LSA will pay the necessary and reasonable cost of equipment if the LSA 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.
 - 3.2.3 where a cost is involved, trials of equipment must be approved by the LSA before they are commenced; and
 - 3.2.4 the prescribed equipment is consistent with the participant's Discharge Plan or MyPlan.
- 3.3 Once an equipment request has been received, the LSA will order equipment from DES in the first instance or other equipment suppliers (if equipment unavailable from DES) 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 LSA is not responsible for the provision of equipment if, in the opinion of the LSA:
 - 4.1.1 the item is considered to be a general household or leisure item, *for example, ovens*. However the LSA may consider the purchase where the item is required for therapeutic or disability management purposes.
 - 4.1.2 The LSA 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.
 - 4.1.3 the equipment requires replacement due to neglect, abuse or misuse; or
 - 4.1.4 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

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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 LSA.

6. Ownership of LSA funded equipment

- 6.1 Equipment funded by the LSA, either direct or through an agreement (such as with DES), remains the property of the LSA, or the equipment hirer, 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 LSA, or the equipment hirer, when no longer necessary.

7. Modifications to existing household or leisure equipment

- 7.1 The LSA will pay for the necessary and reasonable cost of upgrading or modifying equipment that was owned 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 LSA 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 LSA 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 LSA may require the participant enter into an agreement that details the conditions of use, maintenance, insurance and ownership of equipment.
- 8.2 The LSA 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 LSA, or DES;
 - 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 LSA has accepted partial liability for the purchase or modification of equipment, consistent with the level of the LSA's contribution to the purchase or

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modification of the equipment.

8.3 The LSA 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, service providers/ hospitals may order or provide certain types of equipment (as outlined below) directly from an approved supplier(s). Ordering from the discharge list does not require prior approval by the LSA. 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 LSA'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.

10. Continence equipment and supplies

10.1 The LSA 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 LSA 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

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to seek prior approval to supplying 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 LSA 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

- 11.1 The LSA 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.
- 11.2 In deciding whether the LSA funds the total cost of a bed or, to determine the extent of contribution toward the reasonable cost of a bed, the LSA may consider:
- 11.2.1 the age of the participant's current bed;
 - 11.2.2 the condition of the participant's current bed;
 - 11.2.3 the extent to which the need for a new bed is related to the motor vehicle injury; or
 - 11.2.4 whether the participant has obstructive sleep apnoea resulting from the motor vehicle injury.

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

- 11.3 The LSA 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.

- 11.4 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 LSA 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.
- 11.5 The LSA will not pay for antique bed replacements or repairs, waterbeds or waterbed heaters.

12. Information, communication and assistive technology

- 12.1 The LSA 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 LSA, 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 LSA will pay for communication devices.
- 12.3 The LSA 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.

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- 12.4 The LSA will pay for an upgrade to a participant's personal computer equipment when it is necessary and reasonable to assist with 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 LSA 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 LSA 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 LSA 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 LSA 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 LSA 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 LSA 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: accessing the community, eating and drinking, sleeping, showering, toileting, study, travel by car, sitting or mobilising, and

PART 9—Equipment

communicating.

16. Orthoses, footwear and walking aids

- 16.1 The LSA 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 LSA 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 LSA 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 before supplying the item.

18. Equipment for exercise and fitness

- 18.1 The LSA 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 LSA 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 LSA 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.



PART 9—Equipment

20. Equipment for recreation or leisure purposes

20.1 The LSA 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 10 – Home and Transport Modifications

1. Home modifications - background

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The LSA 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 LSA 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.
- 1.3 The LSA 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.
- 1.4 All home modifications require prior approval in writing by the LSA.
- 1.5 The LSA's funding of modifications does not negate the responsibilities of another agency or department to provide them.

2. Consent

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

3. Ensuring the home can be modified

- 3.1 The LSA will first ensure that the participant's home is, in the opinion of the LSA, reasonably able to be modified. This will be assessed on several factors including, but not limited to:
 - 3.1.1 access to and egress from the home;
 - 3.1.2 accessibility to all areas of the home;
 - 3.1.3 the safety of the participant, family members and attendant care workers;
 - 3.1.4 the ownership of the home;
 - 3.1.5 the cost and extent of the home modifications; and
 - 3.1.6 the participant's expected length of tenancy, if the home is rented.
- 3.2 Any necessary council or planning approvals must be obtained before any work can begin.

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- 3.3 The LSA will not pay for home modifications for any residence or property that constitutes, is likely to constitute, or will result in, an illegal structure.

4. Assessment of the need for home modifications

- 4.1 The LSA will conduct a home assessment using both an appropriately qualified occupational therapist and a builder, chosen by the LSA.
- 4.2 The assessment will include the participant's functional status and their proposed home environment.
- 4.3 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.

- 4.4 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 where appropriate.

5. Necessary and reasonable home modifications

- 5.1 Factors that the LSA will take into account when deciding if a home modification is necessary and reasonable include:
- 5.1.1 the anticipated length of time that the participant will need home modifications and whether this need is likely to change;
 - 5.1.2 structural constraints, *for example, size, surrounding terrain and condition of the home;*
 - 5.1.3 ownership of the property;
 - 5.1.4 permission of the owner or body corporate to temporarily or permanently undertake modification to the home;
 - 5.1.5 local planning regulations and building permits;
 - 5.1.6 length of lease of a rental property;
 - 5.1.7 anticipated period of occupancy of the home to be modified;
 - 5.1.8 the scale and cost of the proposed modifications when considered in conjunction with alternative residential options; and
 - 5.1.9 the LSA's ability to negotiate any necessary agreement or consent required on modifications with any external parties.
- 5.2 The LSA will assess whether home modifications are necessary and reasonable based on

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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.

- 5.3 The LSA may delay permanent modifications, where the motor vehicle injury is likely to change or improve. In these circumstances the LSA may approve temporary equipment or staged modifications to ensure the safety of the participant in the short term.
- 5.4 At times, the owner of the property, the participant and/or their legal representative or family member may desire 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.

6. Minor modifications

- 6.1 The LSA will pay for necessary and reasonable home modifications that cost less than the amount published in the Gazette by the LSA, 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.

7. Modifications to a rental property

- 7.1 The LSA 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.
- 7.2 If the participant moves out of a rental property, the LSA will pay for the necessary and reasonable costs of returning a rental property to its former state, when the costs:
- 7.2.1 are related to the services or modifications that were previously approved or installed by the LSA; and
 - 7.2.2 are related to the participant's motor vehicle injury.

For example, the LSA 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.

- 7.3 The LSA 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.

- 7.4 The LSA 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.

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8. Modifications to a home owned by the participant or their family

8.1 The LSA will pay for home modifications where:

- 8.1.1 the home to be modified is the principal place of residence of the participant or their family;
- 8.1.2 the participant intends to remain living at that residence for the foreseeable future; and
- 8.1.3 relocation to another residence, or a more suitable residence, is not an appropriate option for the participant or their family.

8.2 The LSA will 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 LSA, the owner must reimburse the LSA for any pro rata costs. Reimbursement will occur upon settlement.

8.3 Taking into account the scale and cost of the proposed modifications and the value of the property, the LSA may consider rebuilding or contributing to the cost of rebuilding, either on the existing land, or elsewhere.

9. Transitional accommodation

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

For example, when a home modification is in progress.

9.2 Transitional accommodation is defined by the LSA as accommodation required when:

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

9.3 The LSA pays for transitional accommodation for a maximum duration of nine months. The LSA will fund transitional accommodation only for the first home modification.

9.4 In determining whether transitional accommodation costs are necessary and reasonable the LSA may consider:

- 9.4.1 whether discharge from hospital or inpatient rehabilitation is possible without home modification;
- 9.4.2 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;

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- 9.4.3 whether the home to be modified is able to be occupied during the home modification process;
- 9.4.4 factors impacting on completion of the home modifications and the length of time that transitional accommodation is required
 - For example, Council approval;*
- 9.4.5 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
- 9.4.6 whether transitional accommodation is the most cost effective option compared to any other accommodation option when a home modification is in progress.

10. Relocation if the home is not suitable for modification

- 10.1 If the home is unable to be cost-effectively modified and relocation is the most appropriate option, the LSA will pay for the necessary and reasonable costs of:
 - 10.1.1 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;
 - 10.1.2 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 LSA.*
 - 10.1.3 real estate agent fees;
 - 10.1.4 advertising costs;
 - 10.1.5 legal and conveyancing fees at both ends of the transaction;
 - 10.1.6 stamp duty;
 - 10.1.7 Land Titles Office transfer fee;
 - 10.1.8 cleaning costs associated with preparing a home for sale or rental; and
 - 10.1.9 furniture removal.

11. Assistance when relocating to new home

- 11.1 When considering relocation to a new home, the LSA expects that the participant will locate a property that does not require substantial modification. The LSA 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.



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- 11.2 The LSA 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 LSA in the Gazette, to enable the participant to access the following areas of the home:
- 11.2.1 necessary and reasonable access/egress;
 - 11.2.2 a bathroom and toilet;
 - 11.2.3 a bedroom;
 - 11.2.4 a living/dining area; and
 - 11.2.5 a kitchen (for participants who can fully or partially prepare their own food or beverages).
- 11.3 If the participant is seeking to purchase a new home which would require modifications, the LSA 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 LSA 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.

12. Service providers for home modifications

- 12.1 Modifications will be approved on an as-needed basis. A quotation is required for works to deliver the proposed modifications.
- 12.2 All home modifications the LSA 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.
- 12.3 The home modification must be in accordance with any quotation approved by the LSA and in accordance with the Discharge Plan or MyPlan and job specifications submitted to the value of the approved quotation.

13. Home modification to a secondary home that is lived in concurrently

- 13.1 The LSA 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.

- 13.2 In determining if modifications to a secondary residence are necessary and reasonable, the LSA will consider the nature and extent of any previous home modifications approved by the LSA, 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.

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14. Subsequent home modification

- 14.1 The LSA 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:
- 14.1.1 a participant living with others who becomes able to live independently, such as a young adult leaving home; or
 - 14.1.2 deterioration in the participant's health as a direct result of the motor vehicle injury; or
 - 14.1.3 a participant who may need to relocate in order to access employment or services more readily; or
 - 14.1.4 other significant changes in the participant's personal circumstances such as marriage, separation or having children.
- 14.2 If subsequent home modifications are requested, the LSA will consider:
- 14.2.1 the extent of the requested modifications;
 - 14.2.2 the age of the participant; and
 - 14.2.3 the likely future circumstances of the participant.

15. Repairs and maintenance

- 15.1 The LSA will pay for the necessary and reasonable cost of repairs and maintenance on home modifications funded by the LSA that are essential for participant access or safety. The LSA 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.

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

16. Home modifications funding exclusions

- 16.1 The LSA will not pay for:
- 16.1.1 any home modifications undertaken without approval from the LSA;
 - 16.1.2 home modifications required as a result of a condition that existed before the motor vehicle accident or that are not a result of the motor vehicle accident;



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- 16.1.3 home modifications where the owner, body corporate or other responsible LSA has not given permission for the modifications;
- 16.1.4 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;
- 16.1.5 the cost of more than one strata report, building report or pest inspection report;
- 16.1.6 costs of any repairs or maintenance issues identified in strata, building or pest inspection reports;
- 16.1.7 body corporate/strata fees;
- 16.1.8 council or water rates;
- 16.1.9 building or construction of in-ground or above-ground pools, spas or other aqua-therapy facilities;
- 16.1.10 insurance of the home in which the modifications have been installed;
- 16.1.11 any loss of value of any home resulting from any modifications to, or removal of modifications from, the home; or
- 16.1.12 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.

17. Room temperature control equipment

- 17.1 The LSA 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 the motor vehicle injury, or if the lack of room temperature control causes secondary care complications.
- 17.2 For a participant with a complete spinal cord lesion at or above the level of T6, the LSA does not require the certification of a medical specialist for the provision of room temperature control equipment.
- 17.3 For participants, other than those who have sustained a complete spinal cord lesion at or above the level of T6, the LSA 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.
- 17.4 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 LSA 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 the motor vehicle injury.
- 17.5 The LSA will calculate the costs associated with the operation of room temperature control equipment by considering:

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- 17.5.1 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.

- 17.5.2 the number and size of rooms to be heated/cooled;
- 17.5.3 whether the room temperature control equipment is used by the participant alone and whether there is a mutual benefit for other household members;
- 17.5.4 the proportion of the pre-accident utility accounts related to the participant's usage; and
- 17.5.5 eligibility for energy concessions such as the pensioner concession card.
- 17.6 Any change of domestic circumstances or prolonged absence from home will require a reassessment of the LSA's contribution rate to the operating costs.
- 17.7 The LSA 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 LSA may pay a contribution to the reasonable costs of servicing, preventative maintenance and repairs of room temperature control equipment. The LSA 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.
- 17.8 Before the LSA will pay for any contribution to room temperature control equipment, maintenance or running costs, the participant must have fully claimed and/or utilised any entitlement to grants or rebates.

18. Room temperature control equipment not funded

- 18.1 The LSA will not pay for:
- 18.1.1 any room temperature control equipment that another agency or department is responsible for providing;
- 18.1.2 electricity service and supply charges;
- 18.1.3 the entire costs of electricity bills; or
- 18.1.4 prospective payments for electricity costs in advance.

19. Vehicle modifications - background

- 19.1 The LSA 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.
- 19.2 A participant is eligible for modifications to a motor vehicle if:
- 19.2.1 the participant has a physical, sensory and/or cognitive disability as a result of the

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motor vehicle accident which prevents them from safely driving, accessing or travelling as a passenger in an unmodified motor vehicle;

19.2.2 the modification would reduce or eliminate the need for a funded attendant carer to travel with the participant;

19.2.3 the participant owns or has access to a motor vehicle on a regular basis; and

19.2.4 the participant has been assessed by an appropriately qualified occupational therapist as requiring modifications to a motor vehicle.

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

20. Motor vehicle modifications funded by the LSA

20.1 All motor vehicle modifications require prior approval in writing from the LSA.

20.2 The LSA will pay for the necessary and reasonable modifications to:

20.2.1 the participant's own motor vehicle;

20.2.2 the guardian's motor vehicle, in the case of a dependent child;

20.2.3 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

20.2.4 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 LSA receiving written permission from the owner of the motor vehicle.

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

20.4 The LSA 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 driving assessor, has confirmed in writing the participant's suitability to drive, if the participant is to be the driver;

20.5 The LSA 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.

20.6 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



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vehicle.

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

20.7 The LSA will also pay for the necessary and reasonable cost of:

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

21. Frequency of funding modifications to a motor vehicle

- 21.1 The LSA considers it reasonable to pay for modifications to a motor vehicle no more than every eight years, unless there is a change in the participant's medical condition which prevents the participant accessing the previously modified motor vehicle.
- 21.2 If the owner of a motor vehicle which has been modified by the LSA, wishes to purchase a replacement motor vehicle, which falls within the scenarios contemplated by rule 20.2, the LSA may pay for the transfer of modifications that are not commercially available to the replacement motor vehicle if this is cost effective.

22. Motor vehicle modifications not funded

- 22.1 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.
- 22.2 The LSA will not pay for:
 - 22.2.1 modifications to a motor vehicle for a circumstance or condition that existed before a motor vehicle accident or that is not a result of the motor vehicle accident; or
 - 22.2.2 the outright purchase of a motor vehicle.
- 22.3 When considering motor vehicle modifications, the safety of the participant and driver or passenger/s of the vehicle is the paramount consideration. The LSA will not pay for modifications to a motor vehicle that do not comply with intent of the applicable Australian Standards, Australian Design Rules or any *Road Traffic Act 1961* regulations or any other applicable laws of the State or Commonwealth.

PART 11 – 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 LSA 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 LSA

- 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 LSA will pay for the necessary and reasonable costs of prostheses for participants with an amputation where:
 - 2.2.1 prescriptions provided to the LSA 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 12 – 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 into account the participant's pre-accident condition. They are part of a participant's overall Discharge Plan or MyPlan (where applicable) and will be based on measurable learning and development outcomes.
- 1.3 The LSA 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 LSA 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 LSA 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 LSA 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;

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- 2.2.2 tutorial support;
 - 2.2.3 student aide or assistant;
 - 2.2.4 teacher training;
 - 2.2.5 transitional support;
 - 2.2.6 transport assistance;
 - 2.2.7 equipment (refer to Part 9 Equipment);
 - 2.2.8 specialist support, such as therapists, special education or other professionals.
- 2.3 The LSA 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 the motor vehicle injury.

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 LSA will not pay for services that:
- 3.1.1 the participant is entitled to under any applicable State or Commonwealth legislation;
 - 3.1.2 are more appropriately funded through other persons, agencies or bodies as part of a common or universal service obligation; or
 - 3.1.3 are reasonable disability adjustments required under a law dealing with discrimination on the basis of disability.
- 3.2 The LSA 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 13 – 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.

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 LSA, 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 LSA 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

Part 13 – Vocational Support Services

- 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 LSA for the participant;
 - 2.3.6 existing vocational support services that the participant is able to access; and
 - 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 LSA 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 LSA 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;



Part 13 – Vocational Support Services

- 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; or
 - 3.1.12 training associated with voluntary career changes or personal development.
- 3.2 The LSA will cease funding if:
- 3.2.1 the training or educational institution determines that the participant is guilty of serious academic misconduct; or
 - 3.2.2 the participant fails to maintain satisfactory academic progress as determined by the educational institution and the LSA.

PART 14 – Temporary Overseas Travel and Participants Living Overseas

1. Background

- 1.1. This part of the Rules applies in relation to sections 27 and 52 of the Act.
- 1.2. The LSA recognises that participants may choose to travel overseas for a short period of time or live overseas.
- 1.3. A participant must inform the LSA of an absence from Australia at least 28 days before leaving Australia.

2. Temporary overseas travel

- 2.1. The LSA may choose on a case by case basis to pay the necessary and reasonable costs of care incurred by a participant while travelling overseas.
- 2.2. Where the LSA approves such payments, it will provide necessary and reasonable treatment care and support as would be planned for in Australia provided payments do not exceed the costs that would be incurred if the participant were in Australia.
- 2.3. Where possible the LSA will work with the participant to help plan appropriate levels of service delivery during the temporary overseas travel period.

3. Participants living overseas

- 3.1. Participants will not be suspended from the Scheme if they reside outside Australia, provided that:
 - 3.1.1. Payments by the LSA for treatment, care and support services will be in Australian dollars and will not exceed the costs that would be incurred if the participant were living in Australia; and
 - 3.1.2. The participant complies with any relevant requirements under the LSS Rules, (such as being available for needs assessments).
- 3.2. Appropriate treatment, care and support services in the participant's country of residence will be arranged either through a broker/ provider engaged by the LSA or payments will be made to the participant under section 27(5) of the Act (provided that any requirements such as documentary evidence of expenditure for acquittal are met).
- 3.3. In any consideration of payments the LSA will not bear currency risk exposure.

PART 15 – 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 participants to have choice and control about the supports they receive.
- 1.3 A participant may choose to enter into an agreement with the LSA to receive an amount to cover expenses which the LSA has agreed are necessary and reasonable.
- 1.4 The agreement is to be in a form determined by the LSA.
- 1.5 The fixed period for the agreement will be determined by the LSA, taking into account the participant's wishes.
- 1.6 The amount paid by the LSA to the participant will satisfy any liability that would otherwise arise in relation to the matters to which the agreement relates.
- 1.7 The LSA 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 LSA. The funds cannot be loaned or invested.
- 1.9 The LSA 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 MyPlan.
- 3.2 Self-managed funding is not available to lifetime participants if they are an insolvent under administration, or if, in the opinion of the LSA, it would create an unreasonable risk.

4. Unreasonable risk

Part 15 –Self Management

- 4.1 When evaluating whether or not to allow a participant to self-manage poses an unreasonable risk, the LSA will consider:
- 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, taking into account the nature of the supports identified in the MyPlan; and
 - 4.1.2 the vulnerability of the participant to:
 - 4.1.2.1 physical, mental or financial harm;
 - 4.1.2.2 exploitation;
 - 4.1.2.3 undue influence.
- 4.2 The LSA 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; and
 - 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 LSA could put in place through the participant's MyPlan.
- 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 MyPlan is reviewed; or
 - 4.3.2 providing funding for supports that would assist the participant to manage their own MyPlan.

For example, budgeting training.

5. Audit

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



Part 16 – Buying into the Scheme

Part 16 – 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 LSA 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 LSA 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 LSA 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 LSA 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 LSA's decision about their eligibility to buy into the Scheme in accordance with Part 3.

3. How the LSA calculates cost to buy in

- 3.1 The LSA 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 LSA may arrange for the applicant to be assessed in order for the above information to be obtained. The LSA funds the necessary and reasonable cost of any assessment/s



Part 16 – Buying into the Scheme

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 LSA 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, as determined by an assessment and actuarial valuation; and
- 4.1.2 the administrative and associated costs incurred by the LSA 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 LSA's notification of the amount required to buy in

- 5.1 The LSA will notify the applicant, in writing, of the amount required for the applicant to buy in, which includes information as to how the LSA has calculated the buy in amount.
- 5.2 The entire buy in amount will be paid to the LSA upfront.
- 5.3 Once the funds are received, the LSA will pay the buy in amount into the Lifetime Support LSA Fund (the Fund).
- 5.4 In exceptional cases the LSA 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 applicant has paid the buy in amount to the LSA in full, the LSA 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 LSA 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.

7. Withdrawal of buy in participant from lifetime participation

- 7.1 If a lifetime participant, who has bought into the Scheme wishes to withdraw, they can apply in writing to the LSA and will have the balance of their funds reimbursed. The reimbursed funds will deduct all expenditure incurred by the LSA in providing treatment, care and support, necessary and reasonable administrative expenses and the investment return (or loss) over the participation period.
- 7.2 If a participant dies, the LSA will refund the unspent funds to the estate, less the amount spent on treatment, care and support; necessary and reasonable administrative expenses and the investment return (or loss) over the participation period.



Part 17 – Rules for Disputes about Participant’s Treatment Care and Support Needs

PART 17 – 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 LSA 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 their treatment, care and support needs, they may request one reassessment in writing.
- 2.2 On receipt of a request for reassessment the LSA 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 the original assessment is varied, the LSA 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 written reasons for the reassessment.
- 2.6 The reassessment must occur as soon as practicable and in any event within 14 days of receipt of the request.
- 2.7 At any time, within 28 days after notice of the participant’s assessment of their treatment, care and support needs, and irrespective of whether a reassessment has been requested, the participant can apply directly to the expert review panel for review. When an expert review panel application is made, 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



Part 17 – Rules for Disputes about Participant’s Treatment Care and Support Needs

3.1.3 include reasons why there is disagreement with the LSA’s decision. If a treatment or service has not been approved by the LSA 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 LSA may request that additional information is provided before the request is reassessed if the reasons for the dispute are unclear.

3.3 The LSA will send a written acknowledgement of the application to the participant within seven 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 LSA.

4.2 The LSA will send the certificate to the participant within 14 days of the reassessment.

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 LSA 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 LSA’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 LSA’s decision. If a treatment or service has not been approved by the LSA 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 LSA has notified the participant in writing as to the LSA’s assessment of their treatment, care and support needs as certified under section 30(3) of the Act.

5.5 An application for the LSA to refer the dispute under section 38(3) of the Act must be made by the participant within 28 days of receiving the LSA’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.



Part 17 – Rules for Disputes about Participant’s Treatment Care and Support Needs

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.



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: Iluka (Eucla Basin) Pty Ltd
 Location: Mamungari Area—Approximately 480 km north-west of Ceduna.
 Term: 2 years
 Area in km²: 1116
 Ref.: 2013/00006

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

J. MARTIN, 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: Doray Minerals Limited
 Location: Kalanbi Area—Approximately 20 km north of Ceduna.
 Term: 2 years
 Area in km²: 466
 Ref.: 2014/00250

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

J. MARTIN, 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: Centrex Metals Limited
 Location: Tooligie Hill Area—Approximately 110 km north of Port Lincoln.
 Term: 2 years
 Area in km²: 104
 Ref.: 2014/00276

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

J. MARTIN, 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: Navaho Gold Limited
 Location: Old Motpena Area—Approximately 90 km south-west of Leigh Creek.
 Pastoral Leases: Nilpena, Motpena, Wintabatinyana and Lake Torrens.
 Term: 1 year
 Area in km²: 964
 Ref.: 2015/00014

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

J. MARTIN, 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: Malaco Leichhardt Pty Ltd
 Location: Anabama Area—Approximately 130 km east of Peterborough.
 Pastoral Lease: Lilydale
 Term: 2 years
 Area in km²: 104
 Ref.: 2015/00036

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

J. MARTIN, 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: Minotaur Operations Pty Ltd
 Location: Fairview Area—Approximately 90 km north-west of Kimba.
 Pastoral Leases: Yardea and Buckleboo.
 Term: 2 years
 Area in km²: 104
 Ref.: 2015/00079

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

J. MARTIN, 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: Minotaur Operations Pty Ltd
 Location: Waurea Area—Approximately 165 km north-east of Streaky Bay.
 Pastoral Leases: Kokatha, Lake Everard and Moonaree.
 Term: 2 years
 Area in km²: 978
 Ref.: 2015/00080

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

J. MARTIN, Mining Registrar

MOTOR VEHICLE ACCIDENTS
 (LIFETIME SUPPORT SCHEME) ACT 2013

Substitution of Lifetime Support Scheme Rules

HIS Excellency the Governor in Executive Council has been pleased to substitute 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, under Section 56 of the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013 in line with the Lifetime Support Authority's recommendation, noting that these Rules come into operation on this day.

Dated 26 May 2015.

JACK SNELLING, Minister for Health

South Australia

Motor Vehicles (Conditional Registration—Recognition of Motor Vehicle Clubs) Notice 2015

under the *Motor Vehicles Act 1959*

1—Short title

This notice may be cited as the *Motor Vehicles (Conditional Registration—Recognition of Motor Vehicle Clubs) Notice 2015*.

2—Commencement

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

3—Interpretation

In this notice—

Act means the *Motor Vehicles Act 1959*;

Code of Practice means the ‘Code of Practice for Historic Vehicles, Prescribed Left Hand Drive Vehicles and Street Rod Vehicles’ published by the Department of Planning, Transport and Infrastructure;

Conditional Registration Scheme or *Scheme* means the scheme for conditional registration of historic, prescribed left hand drive and street rod motor vehicles under section 25 of the Act and regulations 15 and 16 of the Motor Vehicles Regulations 2010;

Federation means the Federation of Historic Motoring Clubs Inc;

MR334 form means an ‘Approval for Conditional Registration of a Historic, Prescribed Left Hand Drive or Street Rod Vehicle MR334 Form’;

Registrar means the Registrar of Motor Vehicles;

Regulations means the Motor Vehicles Regulations 2010.

4—Recognition of motor vehicle clubs

The motor vehicle clubs specified in Schedule 1 are, subject to the conditions set out in clause 5, recognised for the purposes of regulation 16 of the Regulations.

5—Conditions of recognition

A motor vehicle club specified in Schedule 1 must comply with the following conditions:

- (a) the club must maintain a constitution approved by the Registrar;
- (b) the club must nominate and have members authorised by the Registrar (*authorised persons*) to approve motor vehicles for registration under the Scheme; to inspect members’ vehicles; and to issue prescribed log books to club members for each of their vehicles to record vehicle use;

- (c) the club must obtain from each member before the end of each year a statutory declaration made by the member verifying the eligibility of their motor vehicle to be registered under section 25 of the Act for the Scheme and detailing any modifications made to the vehicle during that year;
- (d) the club's authorised persons must undertake inspections of members' motor vehicles and ensure that the vehicles are eligible, in keeping with the requirements in regulations 15 and 16 of the Regulations and the criteria set out in the Code of Practice, to be registered under section 25 of the Act—
 - (i) on entry to the Conditional Registration Scheme;
 - (ii) when requested to do so by the Registrar;
 - (iii) when members' annual statutory declarations disclose that their vehicles have been modified since the entry inspection and/or previous inspection;
 - (iv) periodically at least once every 3 years;
- (e) the club's authorised persons must validate a member's log book annually and must not do so unless a member's statutory declaration has been received for the purposes of paragraph (c) and the relevant vehicle inspection requirements of paragraph (d) have been met;
- (f) the club must cancel a member's log book when a member resigns, must record all approved variations to a vehicle's condition in a member's log book for that vehicle, must ensure that a statutory declaration is provided when a member's log book is lost or destroyed and must forward copies of log book return sheets to the Federation annually;
- (g) the club must create and maintain records detailing all its financial members, its authorised persons, all members' motor vehicles for which a MR334 form has been issued, all motor vehicle inspections undertaken for the purposes of paragraph (d), all statutory declarations received and log books issued;
- (h) the club must keep records for a period of 5 years from the date of the document and these records include all duplicate MR334 forms, all records of motor vehicle inspections undertaken in accordance with paragraph (d), all statutory declarations provided by members for the purposes of paragraphs (c) and (f), all log books issued by reference to their serial number, the member's name and the vehicle for which it was issued, all copy exemption documents issued to members for their motor vehicles in accordance with section 163AA of the *Road Traffic Act 1961* and to make all such records available for inspection or provide copies of the records at the request of the Registrar for audit purposes;
- (i) the club must ensure, as far as practicable, that all members comply with the Code of Practice and all members' motor vehicles continue to meet the eligibility requirements set out in the Regulations and Code of Practice;
- (j) the club, as far as practicable, must report to the Registrar or the Federation details of members and motor vehicles not complying with the conditions and criteria set out in the Code of Practice for the Scheme;
- (k) the club must provide to the Registrar, within 2 months after the end of the club's financial year, an annual report detailing members from that financial year with vehicles registered under the Scheme who are no longer financial members of the club;

- (1) the club must notify the Registrar within 14 days on official club letterhead of resolution to cease operation as a club and must provide the club records specified in paragraph (h) to the Registrar within 7 days of its dissolution.

Note—

Under regulation 16(3)(c) of the *Motor Vehicles Regulations 2010*, the Registrar may, by notice in the Gazette, withdraw the recognition of a motor vehicle club if satisfied that the club has contravened or failed to comply with a condition applying to its recognition by the Registrar, or if there is other good cause to withdraw the recognition.

Schedule 1—Recognised motor vehicle clubs

Historic motor vehicle clubs and Prescribed left-hand drive motor vehicle clubs

Riverside Rodders Incorporated

Made by the Registrar of Motor Vehicles

Julie Holmes

On 22 May 2015.

NATIONAL ELECTRICITY LAW

THE Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under s 99, the making of a draft determination and related draft rule on the *Demand management incentive scheme* proposal (Ref. ERC0177). Written requests for a pre-determination hearing must be received by **4 June 2015**. Submissions must be received by

9 July 2015.

Under s 95, AGL has requested the *Retailer-Distributor Credit Support Requirements* proposal (Ref. ERC0183). The proposal seeks to change the arrangements for managing the risk to distributors of non-payment for services provided to customers due to a retailer default. Submissions must be received by **2 July 2015**.

Under s 107, the time for making the draft determination on the *Retailer-Distributor Credit Support Requirements* proposal has been extended to **18 February 2016**.

Under section 93 (1) (a), the *Retailer insolvency costs—pass through provisions* (Ref. ERC0172) request proposed by COAG has been consolidated with the *Retailer-Distributor Credit Support Requirements* proposal.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Written requests should be sent to submissions@aemc.gov.au and cite the reference in the title. Before sending a request, please review the AEMC's privacy statement on its website.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission
Level 6, 201 Elizabeth Street,
Sydney, N.S.W. 2000

Phone: (02) 8296 7800
Website: www.aemc.gov.au

28 May 2015.

NATIONAL GAS LAW

THE Australian Energy Market Commission (AEMC) gives notice under the National Gas Law as follows:

Under ss 311 and 313, the making of the *National Gas Amendment (Matched allocation process in the STTM) Rule 2015 No. 3* and related final determination. All provisions commence on **28 May 2015**.

Under s 303, AGL has requested the *Retailer-Distributor Credit Support Requirements* proposal (Ref. GRC0032). The proposal seeks to change the arrangements for managing the risk to distributors of non-payment for services provided to customers due to a retailer default. Submissions must be received by **2 July 2015**.

Under s 317, the time for making the draft determination on the *Retailer-Distributor Credit Support Requirements* proposal has been extended to **18 February 2016**.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission
Level 6, 201 Elizabeth Street
Sydney, N.S.W. 2000

Phone: (02) 8296 7800
www.aemc.gov.au

28 May 2015.

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Surrender of Petroleum Exploration Licence—PEL 145

NOTICE is hereby given that I have accepted the surrender of the below-mentioned Petroleum Exploration Licence under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

No. of Licence	Licensee	Locality	Effective Date of Surrender	Reference
PEL 145	Greenpower Energy Limited	Willochra Basin South Australia	20 February 2014	27/2/242

Description of Area

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

Commencing at a point being the intersection of latitude 32°00'00"S GDA94 and longitude 138°00'00"E GDA94, thence east to longitude 138°45'00"E GDA94, south to latitude 32°10'00"S GDA94, east to longitude 138°49'00"E GDA94, south to latitude 32°15'00"S GDA94, west to longitude 138°30'00"E GDA94, south to latitude 33°00'00"S GDA94, west to longitude 138°00'00"E GDA94 and north to the point of commencement, but excluding Mount Brown Conservation Park and Mount Remarkable National Park.

Area: 5 738 km² approximately.

Dated 25 May 2015.

B. GOLDESTAIN,
Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for Mineral Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000
Application for Grant of Associated Activities Licence—AAL 232
 PURSUANT to Section 65 (6) of the Petroleum and Geothermal Energy Act 2000 (the Act) and Delegation dated 21 March 2012, notice is hereby given that an application for the grant of an Associated Activities Licence over the area described below has been received from:

Santos Ltd
 Vamgas Pty Ltd
 Santos (NARNL Cooper) Pty Ltd
 Delhi Petroleum Pty Ltd
 Origin Energy Resources Ltd

The application will be determined on or after 25 June 2015.

Description of Application Area

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

Commencing at a point being the intersection of latitude 27°14'20"S GDA94 and longitude 140°33'25"E GDA94, thence east to longitude 140°41'15"E GDA94, south to latitude 27°21'10"S GDA94, west to longitude 140°33'25"E GDA94 and north to the point of commencement.

Area: 162.98 km² approximately.

Dated 25 May 2015.

B. A. GOLDSTEIN,
 Executive Director,
 Energy Resources Division,
 Department of State Development,
 Delegate of the Minister for
 Mineral Resources and Energy

THE DISTRICT COURT OF SOUTH AUSTRALIA
 PORT AUGUSTA CIRCUIT COURT

Sheriff's Office, Adelaide, 2 June 2015

IN pursuance of a precept from the District Court of South Australia to me directed, I do hereby give notice that the said Court will sit as a Court of Oyer and Terminer and General Gaol Delivery at the Courthouse at Port Augusta on the day and time undermentioned and all parties bound to prosecute and give evidence and all jurors summoned and all others having business at the said Court are required to attend the sittings thereof and the order of such business will be unless a Judge otherwise orders, as follows:

Tuesday, 2 June at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences.

Juries will be summoned for Tuesday, 2 June 2015 and persons will be tried on this and subsequent days of the sittings.

Prisoners in H.M. Gaol and on Bail for Sentence and for Trial at the Sittings of the Port Augusta Courthouse, commencing Tuesday, 2 June 2015.

Allen, David Neville	False imprisonment; commit assault	On bail	Clayton, Luke	Robbery	In gaol
Bass, Rachel Louise and Richards, Christina Jay	Trafficking in a large commercial quantity of a controlled drug (5)	On bail	Anthony James Clifton, Timothy	Aggravated possess firearm without a licence; possess firearm with defaced or removed characters; fail to store ammunition; fail to comply with bail agreement	In gaol
Beazley, Francis Nigel	Traffic in a commercial quantity of a controlled drug	On bail	Coleman, Dylan Shane	Indecent assault	In gaol
Bennett, Timothy and Hardwick, Jason Clement	Trafficking in a controlled drug (2); aggravated possess a firearm without licence	In gaol	Conlon, Bianca Jean	Trafficking in a controlled drug; possess prescription drug (2)	On bail
Boston, Allan Ross	Make child amenable to sexual activity	On bail	Conlon, Bianca Jean	Application for enforcement of breached bond	On bail
Burd, Michelle-Gae	Aggravated cause serious harm	On bail	Conlon, Bianca Jean	Application for enforcement of breached bond	On bail
Burnett, Kevin	Incite a child to commit an indecent act	On bail	Cookson, Robert James	Threaten to kill or endanger life	On bail
Buzzacott, Gordon	Aggravated serious criminal trespass; aggravated assault	On bail	Cooper, Liam James	Make child amenable to sexual activity (2); cause or induce child to expose body	On bail
Buzzacott, Gwendoline	Aggravated assault	In gaol	Cox, Matthew John	Trafficking in a controlled drug	On bail
Carpio, Joseph James Luke	Assault; endanger life; carry offensive weapon	On bail	Dennis, Michael	Trafficking a controlled drug; cultivating a controlled drug; possessing prescribed equipment; possessing firearm	On bail
Churchill, Nimboy	Aggravated causing serious harm with intent to cause serious harm	In gaol	John and Stuckey, Donna	Aggravated produce child pornography; contravene term of intervention order	On bail
			D, H. J.	Aggravated serious criminal trespass in a place of residence (2); assault (3); assault causing harm; theft	In gaol
			Drechsler, Corey	Aggravated assault (5); aggravated threatening life	On bail
			Brian	Residence (2); assault (3); assault causing harm; theft	In gaol
			and Mackintosh, Tiffany Marie	Aggravated assault (5); aggravated threatening life	On bail
			Drion, Marc Claude	Trafficking in a controlled drug	On bail
			Finn, Michael Scott	Discharge of a firearm; aggravated assault	On bail
			Grantham, Darren	Assault causing harm (2); aggravated assault; aggravated blackmail	On bail
			Green, Damien	Aggravated threaten to kill or endanger life; aggravated threaten to cause harm; aggravated serious criminal trespass in a place of residence	In gaol
			Anthony	Aggravated serious criminal trespass; causing harm with intent to cause harm	In gaol
			Green, Dwayne	Make child amenable to sexual activity; aggravated indecent assault; unlawful sexual intercourse (6)	On bail
			Hagenbruch, Steven	Unlawful sexual intercourse	On bail
			Trevor	Rape (3)	In gaol
			Hallett, Steven	Persistent sexual exploitation of a child	On bail
			Robert	Rape (2)	On bail
			Hill, Joshua Shane	Rape; shoot at person without consent; shoot at a person with intent to do grievous bodily harm; assault occasioning actual bodily harm	On bail
			Hull, Gary	Aggravated assault; aggravated assault causing harm (4); aggravated threatening life; contravening intervention order	In gaol
			Johnson, Jonah	Unlawfully on premises (2); interfere with a motor vehicle without consent; theft (6); aggravated serious criminal trespass in a place of residence (3)	In gaol
			Mathew Dominic	Assault; aggravated serious criminal trespass in place of residence; recklessly cause serious harm	In gaol
			Lander, William	Trafficking in a controlled drug	On bail
			Michael		
			Lennon, Matthew		
			Scott		
			Lewis, Ricky		
			Lillyman, Ty		
			McCarthy, Tyson		
			Wayne		
			McKerlie, Jaak Luke		
			Max		

McRitchie, Andrew Jamie	Act likely to cause harm (2); aggravated assault against a police officer; damage property	On bail	Ward, Buddy	Threatening life (2); aggravated causing harm with intent to cause harm; aggravated	In gaol
M, D. V.	Carnal knowledge (2); gross indecent; indecent assault (5)	On bail	Warrior, Joshua	Aggravated serious criminal trespass in a place of residence;	On bail
Norman, Jordan Murray	Aggravated possess firearm without a licence; possess unregistered firearm; fail to store ammunition	On bail	Wayehill, Anthony David	aggravated assault Aggravated theft (2)	In gaol
O'Connor, Rodney James	Aggravated serious criminal trespass in a place of residence; Aggravated causing harm	In gaol	Wellgreen, Aaron Stephen Tom	Aggravated serious criminal trespass in a place of residence; aggravated assault	On bail
O'Neill, Dechlan Sefton	Cause death by dangerous driving; cause serious harm by dangerous driving (2)	On bail	Wellgreen, Dwayne Rex	Application for enforcement of breached bond	On bail
Palmer, Timotheos Noel	Threaten to kill or endanger life; intentionally cause harm; rape (2); aggravated assault causing harm	In gaol	Williams, Neil	Aggravated kidnapping; aggravated threatening life	On bail
Parenzan, Michael George	Communicate to make a child amenable to sexual activity; possess child pornography; produce child pornography	On bail	Woodward, Jacqueline Gaye	Traffic in a commercial quantity of cannabis; trafficking in a controlled drug (2)	On bail
Podolak, Emma and Genovese, Robert Luke	Aggravated serious criminal trespass; theft	On bail In gaol	Prisoners on bail must surrender at 10 a.m. of the day appointed for their respective trials. If they do not appear when called upon their recognizances and those of their bail will be estreated and a bench warrant will be issued forthwith.		
P, E.	Persistent sexual exploitation of a child	On bail	By Order of the Court, M. A. STOKES, Sheriff		
Radford, Stephen John Leslie	Aggravated assault; aggravated serious criminal trespass; damage property	On bail	<i>Erratum</i>		
Riddle, Allan Edwin	Cultivating a commercial quantity of a controlled drug; sell a controlled drug; possess firearm without a licence; possess unregistered firearm	On bail	IN <i>Government Gazette</i> No. 31 dated 21 May 2015 on pages 2188 to 2190, a notice was printed with information omitted. This notice should be replaced with the following:		
Riddle, Allan Edwin and Riley, Michelle	Trafficking in a controlled drug;	On bail On bail	DETERMINATION AND REPORT OF THE REMUNERATION TRIBUNAL No. 2 OF 2015		
Ritter, Andrew	Causing harm with intent to cause harm; causing serious with intent	In gaol	<i>Inaugural Review of Remuneration for Presidential Members of The South Australian Civil and Administrative Tribunal</i>		
Roberts, Darian Paul	Application for enforcement of breached bond	On bail	REPORT RELATING TO DETERMINATION NO. 2 OF 2015		
Robertson, Jamie Leigh	Rape (2)	On bail	1. <i>Introduction and Background</i>		
Robinett, Frederick John Beaver	Aggravated threaten to damage property	On bail	1.1 On 14 November 2013 the Governor proclaimed the South Australian Civil and Administrative Tribunal (Commencement) Proclamation Act 2013. The Act provides that, pursuant to Section 10 (6) and Section 14 (6) of the South Australian Civil and Administrative Tribunal Act 2013 (the SACAT Act), the Remuneration Tribunal may make a determination that the President, and Deputy President(s) appointed under subsection (1) (a) of the SACAT Act, to the South Australian Civil and Administrative Tribunal, (SACAT) will have an additional component of salary or allowance, as a judge, on account of holding office under the SACAT Act.		
Robinson, David Michael	Trafficking in a controlled drug (2)	On bail	1.2 The relevant statutory provisions are as follows		
Shea, Henry Bruce	Intentionally cause harm; assault; aggravated theft using force; aggravated assault against a police officer (2); resist police	On bail	1.2.1 10 (6)—Without limiting subsection (5), the Remuneration Tribunal may determine that the President's salary or allowance as a judge will have an additional component on account of holding office under this Act (and the jurisdiction to make such a determination is conferred on the Remuneration Tribunal by this Act);		
Squires, Ernest George	Rape	On bail	1.2.2 14 (6)—Without limiting subsection (5), in the case of an appointment under subsection (1) (a), the Remuneration Tribunal may determine that a Deputy President's salary or allowance as a judge will have an additional component on account of holding office under this Act (and the jurisdiction to make such a determination is conferred on the Remuneration Tribunal by this Act); and		
Stephens, Corey	Aggravated possess child pornography; possess child pornography	On bail	1.2.3 14 (10)—Without limiting subsection (9), in the case of an appointment under subsection (1) (b), the Remuneration Tribunal will determine the salary or allowances to be paid to the person on account of holding office under this Act (and the jurisdiction to make such a determination is conferred on the Remuneration Tribunal by this Act).		
Stewart, Christie Lee Stewart, Keran	Aggravated causing harm Aggravated endangering life; aggravated assault (3)	In gaol On bail			
Van Liempt, Theodorus Lamburtus	Aggravated indecent assault; aggravated make child amenable to sexual assault	On bail			
Verhaaf, Nicholas Jean and Riddle, Wanda May	Trafficking in a controlled drug	On bail			
Wakefield, Tristian Wayne	Cultivate more than prescribed number of cannabis plants; cultivate more than prescribed number of cannabis plants; possession of prescribed equipment; trafficking in a large Commercial Quantity of a Controlled Drug	On bail			
Walkinshaw, John Manton	Possess or use firearm for unauthorised purpose; being a licence holder fail to comply (2); fail to keep Class A or B secure; fail to store ammunition (2); fail to notify registrar of change of address (3)	On bail			

- 1.3 Section 10 (1) of the SACAT Act prescribes that the President of SACAT will be a Judge of the Supreme Court appointed by the Governor, by proclamation, to be President of SACAT. A Deputy President appointed under Section 14 (1) (a) of the SACAT Act will be a Judge of the District Court.
- 1.4 The SACAT Act describes the President and Deputy President functions generally as follows:
- President*
- 1.4.1 Participating as a member of the Tribunal;
- 1.4.2 Having primary responsibility for the administration of the Tribunal;
- 1.4.3 Managing the business of the Tribunal, including ensuring that the Tribunal operates efficiently and effectively and continually improves the way in which it carries out its functions;
- 1.4.4 Providing leadership and guidance to the Tribunal and engendering cohesiveness and collaboration amongst the members and staff of the Tribunal;
- 1.4.5 Giving directions about the practices and procedures to be followed by the Tribunal;
- 1.4.6 Developing and implementing performance standards and setting benchmarks for the Tribunal;
- 1.4.7 Being responsible for promoting the training, education and professional development of members of the Tribunal;
- 1.4.8 Overseeing the proper use of the resources of the Tribunal;
- 1.4.9 Providing advice about:
- 1.4.9.1 The membership of the Tribunal; and
- 1.4.9.2 The operations and activities of the Tribunal.
- 1.4.10 The President may do all things necessary or convenient to be done in the performance of the President's functions.
- Deputy President*
- 1.4.11 Participating as a member of the Tribunal;
- 1.4.12 Assisting the President in the management of the business of the tribunal, including in connection with the training, education and professional development of members of the Tribunal;
- 1.4.13 Other functions assigned by the President;
- 1.4.14 A Deputy President may do all things necessary or convenient to be done in the performance of the Deputy President's functions;
- 1.4.15 The Deputy President is subject to the direction of the President in performing the Deputy President's function, other than adjudicating in the Tribunal.
- 1.5 On 14 November 2013 Justice Greg Parker was appointed the President of SACAT. Justice Parker holds office as President of SACAT, pursuant to Section (10) (1) of the SACAT Act, and sitting Justice of the Supreme Court.
- 1.6 On 14 February 2014 Judge Susanne Cole was appointed Deputy President of SACAT. Judge Cole holds office as Deputy President of SACAT pursuant to Section (14) (1) (a) of the SACAT Act, Senior Judge of the Environment Resources and Development Court and Judge of the District Court.
- 1.7 In accordance with the provisions of the Remuneration Act 1990 ('the Act'), the Remuneration Tribunal, by letters dated 6 February 2015, invited the Attorney-General, Justice Parker, Judge Cole and the Judicial Remuneration Coordinating Committee (JRCC) to make submissions in relation to the Tribunal's inaugural review of remuneration of those office holders of SACAT. The Tribunal also invited the Premier, as Minister responsible for the Act, to make submissions in the public interest.
- 1.8 Written submissions were required to be lodged by 28 February 2015.
- 1.9 Oral submissions were heard on Friday 6 March 2015.
2. *Submissions*
- 2.1 The Tribunal received written submissions from:
- The Judicial Remuneration Coordinating Committee (JRCC); and
 - The Crown Solicitor's Office, on behalf of the Premier, in the public interest.
- Written Submission—Judicial Remuneration Coordinating Committee (JRCC)*
- 2.2 The JRCC submitted to the Tribunal that any additional component of remuneration would reflect the additional work performed by the judges in their capacities as President and Deputy President of SACAT over and above work which could be considered or characterised as judicial work.
- 2.3 The JRCC submitted that the Tribunal should determine that Justice Parker be entitled to an additional amount of remuneration (see Determination 5 of 2013), on account of holding the office of President of SACAT. This additional amount of remuneration is equal to 10% of the salary of a Puisne Judge of the Supreme Court.
- 2.4 Further, the JRCC submitted that the Tribunal should determine that Judge Cole be entitled to an additional amount of remuneration (see Determination 5 of 2013) on account of holding the office of Deputy President of SACAT. This additional amount of remuneration is equal to 7.5% of the salary of a District Court Judge.
- 2.5 The JRCC submit that in addition to hearing the most complex and significant matters in SACAT and making the decisions required under the SACAT Act about various administrative matters to do with the lodgement and listing of proceedings, the President and Deputy President of SACAT will undertake and/or support the undertaking of significant managerial and administrative duties including:
- The management of approximately 50 members of SACAT, which is likely to increase over the first two years of operation;
 - Participation in the recruitment and performance review of members and staff on an ongoing basis.
 - Involvement in overseeing the leasing, fit out and maintenance of two premises, together with the involvement in decisions relating to the leasing and fit out of further premises as SACAT grows;
 - The devising and implementation of procedures for a large, varied and expanding jurisdiction, both original and review, including the making of Rules and Practice Directions on an ongoing basis;
 - Overseeing the disposition of a high volume of matters consistent with the objectives of the SACAT Act; and
 - Participation in regular consultation with Ministers of the Crown, private and Government organisations and individuals whose work relates to areas of SACAT's jurisdiction, including landlords and tenants groups, the Public Advocate, the Public Trustee and Chief Psychiatrist among many others.
- Written Submission—Crown Solicitor's Office on behalf of the Premier*
- 2.6 In its submission, the Crown advocated that it is appropriate and in the public interest to support the submission of the JRCC that an appropriate additional component of salary is 10% (of a Puisne Judge of the Supreme Court salary) for the President and 7.5% (of a District Court Judge) for the Deputy President based on the significant additional responsibilities that are required of the judges.

Oral Submissions

2.7 The Tribunal convened a hearing on Friday, 6 March 2015 to hear oral submissions.

The following persons attended:

- The Honourable Justice Tim Stanley and the Honourable Justice Greg Parker on behalf of the JRCC; and
- Ms Carly Cooper, Crown Solicitors Office on behalf of the Premier.

Oral Submission—JRCC

2.8 The JRCC asked that the Tribunal note that Justice Parker and Judge Cole have been working on the establishment of SACAT for a number of months.

2.9 Further, the JRCC advised that the Tribunal should be mindful of the considerable amount of knowledge and experience Judge Cole has brought to SACAT. Particularly with regards to early administrative problem solving and the continued formulation and refinement of Rules and Practice Directions.

2.10 During the Friday, 6 March 2015 hearing the Tribunal raised with the Crown's representative and the JRCC the basis upon which the component of Judge Cole's salary, on account of holding the office of Deputy President of SACAT, was to be arrived at. The Tribunal referred to Section 14 (6) of the SACAT Act which contemplated the possibility of a plurality of Deputy Presidents of SACAT. The Tribunal raised the possibility that the responsibilities for which the additional remuneration was submitted may be diffused among such a potential plurality.

2.11 The Tribunal also noted that the commencement date of the additional salary component was not addressed within the written submission.

2.12 The JRCC submitted that the effective date align with the commencement of SACAT on 30 March 2015. The Crown did not oppose the submission of the JRCC.

Oral Submission—Crown Solicitors Office on behalf of the Premier

2.13 The Crown's representative reiterated its written submission supporting the JRCC's submission for the additional component amount of 7.5% of the salary of a District Court Judge as additional remuneration for the Deputy President or SACAT and an additional component amount of 10% of a Puisne Judge of the Supreme Court as additional remuneration for the President of SACAT.

Oral Response—JRCC

2.14 Justice Stanley and Justice Parker respectively suggested that the Tribunal confine any determination of additional remuneration equal to 7.5% of a District Court Judge's salary to Judge Cole on account of holding the office of Deputy President of SACAT, and/or making a condition that any determination providing additional remuneration of 7.5% of a District Court Judge salary on account of holding the office of a Deputy President of SACAT, be applicable only so long as there was one Deputy President.

Oral Response—Crown Solicitors Office on behalf of the Premier

2.15 The Crown's representative responded that the Crown's submission for the amount of 7.5% of the salary of a District Court Judge as additional remuneration for the Deputy President was made on the basis of there being only one Deputy President of SACAT.

Written Response—Crown Solicitors Office and the JRCC

2.16 A further written submission was received by the Tribunal on 25 March 2015 from the Crown providing clarity on the position of the Premier and JRCC, confirming their agreement:

'That any Determination by the Tribunal for an additional component of salary for the current Deputy President positions applies specifically to Deputy President Judge Cole'; and

'Any additional appointments of Deputy President made to the SACAT will need to be the subject of a separate review and Determination by the Tribunal as to what, if any, additional component of salary is applicable to the position'.

3. Summary and Conclusions

3.1 The South Australian Remuneration Tribunal has completed a review of additional remuneration for the Presidential Members of SACAT in accordance with the provisions of the SACAT Act set out above.

3.2 The Tribunal considers that the additional responsibilities and work to the judicial work performed by the President of SACAT, justifies an additional component of remuneration equivalent to 10% of the salary of a Puisne Judge of the Supreme Court.

3.3 The Tribunal considers that the additional responsibilities and work to the judicial work performed by Judge Cole as Deputy President of SACAT, justifies an additional component of remuneration equivalent to 7.5% of the salary of a District Court Judge.

3.4 The Tribunal has determined that in order to give effect to the intention that Judge Cole should be paid an additional component equivalent to 7.5% of the salary of a District Court Judge, it is appropriate to specify that this decision is based on there being one Deputy President of SACAT.

3.5 On what is before it, the Tribunal would not determine that an appropriate additional allowance or component of salary of 7.5% of a District Court Judge's salary would be appropriate for all Deputy Presidents of SACAT if there were to be a plurality of Deputy Presidents of SACAT.

3.6 The Tribunal accepts that any additional appointments of a Deputy President would require a review separate to that of this determination.

3.7 On the question of an operative date for any additional component of salary or allowance, it was supported by all parties that 30 March 2015 be adopted by the Tribunal so as to coincide with the commencement of the SACAT. The Tribunal considers this an appropriate date to give effect to its decisions and determination.

REMUNERATION TRIBUNAL

DETERMINATION OF THE REMUNERATION TRIBUNAL
NO. 2 OF 2015

1. The Remuneration Tribunal determines that a Puisne Judge of the Supreme Court appointed as President of the South Australian Civil and Administrative Tribunal is entitled to an additional component of remuneration equivalent to 10% of the salary of a Puisne Judge of Supreme Court of South Australia, on account of holding the office of President of South Australian Civil and Administrative Tribunal.

2. The Remuneration Tribunal determines that Judge Susanne Cole is entitled to an additional component of remuneration equivalent to 7.5% of the salary of a District Court Judge of South Australia on account of holding the office of Deputy President of the South Australian Civil and Administrative Tribunal, so long as there is one Deputy President of that Tribunal.

3. This determination takes effect on and from 30 March 2015.

Dated 15 May 2015.

J. LEWIN, President

N. VINCENT, Member

P. ALEXANDER, Member

TRAINING AND SKILLS DEVELOPMENT ACT 2008

Part 4—Apprenticeships/Traineeships

Pursuant to the provision of the Training and Skills Development Act 2008, the Training and Skills Commission (TaSC) gives notice that determines the following Trades or Declared Vocations in addition to the *Gazette* notices of:

- | | | | |
|-----------------------|----------------------|-----------------------|-----------------------|
| 1. 25 September 2008 | 2. 23 October 2008 | 3. 13 November 2008 | 4. 4 December 2008 |
| 5. 18 December 2008 | 6. 29 January 2009 | 7. 12 February 2009 | 8. 5 March 2009 |
| 9. 12 March 2009 | 10. 26 March 2009 | 11. 30 April 2009 | 12. 18 June 2009 |
| 13. 25 June 2009 | 14. 27 August 2009 | 15. 17 September 2009 | 16. 24 September 2009 |
| 17. 9 October 2009 | 18. 22 October 2009 | 19. 3 December 2009 | 20. 17 December 2009 |
| 21. 4 February 2010 | 22. 11 February 2010 | 23. 18 February 2010 | 24. 18 March 2010 |
| 25. 8 April 2010 | 26. 6 May 2010 | 27. 20 May 2010 | 28. 3 June 2010 |
| 29. 17 June 2010 | 30. 24 June 2010 | 31. 8 July 2010 | 32. 9 September 2010 |
| 33. 23 September 2010 | 34. 4 November 2010 | 35. 25 November 2010 | 36. 16 December 2010 |
| 37. 23 December 2010 | 38. 17 March 2011 | 39. 7 April 2011 | 40. 21 April 2011 |
| 41. 19 May 2011 | 42. 30 June 2011 | 43. 21 July 2011 | 44. 8 September 2011 |
| 45. 10 November 2011 | 46. 24 November 2011 | 47. 1 December 2011 | 48. 8 December 2011 |
| 49. 16 December 2011 | 50. 22 December 2011 | 51. 5 January 2012 | 52. 19 January 2012 |
| 53. 1 March 2012 | 54. 29 March 2012 | 55. 24 May 2012 | 56. 31 May 2012 |
| 57. 7 June 2012 | 58. 14 June 2012 | 59. 21 June 2012 | 60. 28 June 2012 |
| 61. 5 July 2012 | 62. 12 July 2012 | 63. 19 July 2012 | 64. 2 August 2012 |
| 65. 9 August 2012 | 66. 30 August 2012 | 67. 13 September 2012 | 68. 4 October 2012 |
| 69. 18 October 2012 | 70. 25 October 2012 | 71. 8 November 2012 | 72. 29 November 2012 |
| 73. 13 December 2012 | 74. 25 January 2013 | 75. 14 February 2013 | 76. 21 February 2013 |
| 77. 28 February 2013 | 78. 7 March 2013 | 79. 14 March 2013 | 80. 21 March 2013 |
| 81. 28 March 2013 | 82. 26 April 2013 | 83. 23 May 2013 | 84. 30 May 2013 |
| 85. 13 June 2013 | 86. 20 June 2013 | 87. 11 July 2013 | 88. 1 August 2013 |
| 89. 8 August 2013 | 90. 15 August 2013 | 91. 29 August 2013 | 92. 6 February 2014 |
| 93. 12 June 2014 | 94. 28 August 2014 | 95. 4 September 2014 | 96. 16 October 2014 |
| 97. 23 October 2014 | 98. 5 February 2015 | 99. 26 March 2015 | 100. 16 April 2015 |

Trades or Declared Vocations and Required Qualifications and Training Contract Conditions for the Aeroskills Training Package MEA

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Aircraft Line Maintenance Worker #	MEA20515	Certificate II in Aircraft Line Maintenance	24 months	2 months

**Trades or Declared Vocations and Required Qualifications and
Training Contract Conditions for the
Business Services Training Package BSB**

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Clerical Officer (International Trade) #	BSB30615	Certificate III in International Trade	18 months	2 months
Clerical Officer (Education) #	BSB30915	Certificate III in Business Administration (Education)	18 months	2 months
Clerical Officer (Legal Administration) #	BSB31015	Certificate III in Business Administration (Legal)	12 months	1 month
Clerical Officer (Medical Administration) #	BSB31115	Certificate III in Business Administration (Medical)	18 months	2 months
Call Centre Team Leader #	BSB40315	Certificate IV in Customer Engagement	24 months	2 months
Clerical Officer (Office Administration) #	BSB40615	Certificate IV in Business Sales	12 months	1 month
Clerical Officer (International Trade) #	BSB41115	Certificate IV in International Trade	24 months	2 months
Marketing Officer #	BSB41315	Certificate IV in Marketing	24 months	2 months
Purchasing Officer #	BSB41615	Certificate IV in Purchasing	24 months	2 months
Clerical Officer (Legal Administration) #	BSB42215	Certificate IV in Legal Services	24 months	2 months
Management #	BSB50115	Diploma of Advertising	24 months	2 months
Manager #	BSB50415	Diploma of Business Administration	24 months	2 months
Management #	BSB51215	Diploma of Marketing	24 months	2 months
Management #	BSB60115	Advanced Diploma of Advertising	24 months	2 months
Management #	BSB60515	Advanced Diploma of Marketing	24 months	2 months
Management #	BSB60815	Advanced Diploma of Recordkeeping	24 months	2 months
Management #	BSB60915	Advanced Diploma of Management (Human Resources)	24 months	2 months

**Trades or Declared Vocations and Required Qualifications and
Training Contract Conditions for the
Financial Services Training Package FNS**

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Customer Servicing (Financial Institutions) #	FNS30515	Certificate III in General Insurance	18 months	2 months
Customer Servicing (Financial Institutions) #	FNS40115	Certificate IV in Credit Management	24 months	2 months
Customer Servicing (Financial Institutions) #	FNS40715	Certificate IV in Financial Practice Support	24 months	2 months
Financial Services Officer #	FNS40815	Certificate IV in Finance and Mortgage Broking	12 months	1 month
Financial Services Officer #	FNS40915	Certificate IV in Superannuation	12 months	1 month
Customer Servicing (Financial Institutions) #	FNS41115	Certificate IV in Financial Markets Operations	24 months	1 month
Customer Servicing (Financial Institutions) #	FNS41415	Certificate IV in General Insurance	24 months	2 months
Customer Servicing (Financial Institutions) #	FNS41515	Certificate IV in Life Insurance	36 months	3 months
Customer Servicing (Financial Institutions) #	FNS50515	Diploma of Personal Trustees	18 months	2 months
Customer Servicing (Financial Institutions) #	FNS50615	Diploma of Financial Planning	36 months	3 months
Customer Servicing (Financial Institutions) #	FNS50715	Diploma of Superannuation	36 months	3 months
Customer Servicing (Financial Institutions) #	FNS50915	Diploma of Banking Services Management	36 months	3 months
Customer Servicing (Financial Institutions) #	FNS51015	Diploma of Financial Markets	24 months	2 months
Customer Servicing (Financial Institutions) #	FNS51115	Diploma of General Insurance	36 months	3 months
Customer Servicing (Financial Institutions) #	FNS51515	Diploma of Credit Management	24 months	2 months
Customer Servicing (Financial Institutions) #	FNS60415	Advanced Diploma of Financial Planning	24 months	1 month
Customer Servicing (Financial Institutions) #	FNS60615	Advanced Diploma of Banking Services Management	48 months	3 months

**Trades or Declared Vocations and Required Qualifications and
Training Contract Conditions for the
Information and Communication Technology Training Package ICT**

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Information Technology #	ICT40615	Certificate IV in Information Technology Testing	24 months	2 months
Information Technology #	ICT60115	Advanced Diploma of Information Technology	36 months	3 months
Information Technology #	ICT60315	Advanced Diploma of Information Technology Business Analysis	36 months	3 months
Information Technology #	ICT60415	Advanced Diploma of Information Technology Project Management	36 months	3 months

**Trades or Declared Vocations and Required Qualifications and
Training Contract Conditions for the
Printing and Graphics Arts Training Package ICP**

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Multimedia Production #	ICP30315	Certificate III in Printing and Graphic Arts (Multimedia)	48 months	3 months
Sack and Bag Manufacture #	ICP30815	Certificate III in Printing and Graphic Arts (Sacks and Bags)	36 months	3 months
Carton Manufacture and Corrugating Operations #	ICP30915	Certificate III in Printing and Graphic Arts (Cartons and Corrugating)	48 months	3 months
Mail House Operations #	ICP31015	Certificate III in Printing and Graphic Arts (Mail House)	36 months	3 months
Ink Manufacture #	ICP31115	Certificate III in Printing and Graphic Arts (Ink Manufacture)	36 months	3 months

VALUATION OF LAND ACT 1971

Notice of General Valuation

PURSUANT to the Valuation of Land Act 1971, notice is hereby given that I have made a general valuation of all land within the following areas:

City of Adelaide
 Adelaide Hills Council
 Alexandrina Council
 The Barossa Council
 District Council of Barunga West
 The Berri Barmera Council
 City of Burnside
 City of Campbelltown
 District Council of Ceduna
 City of Charles Sturt
 Clare & Gilbert Valleys Council
 District Council of Cleve
 District Council of Coober Pedy
 The Coorong District Council
 District Council of the Copper Coast
 District Council of Elliston
 The Flinders Ranges Council
 District Council of Franklin Harbour
 Town of Gawler
 Regional Council of Goyder
 District Council of Grant
 City of Holdfast Bay
 Kangaroo Island Council
 District Council of Karoonda East Murray
 District Council of Kimba
 Kingston District Council
 Light Regional Council
 District Council of Lower Eyre Peninsula
 District Council of Loxton Waikerie
 District Council of Mallala
 City of Marion
 Mid Murray Council
 City of Mitcham
 District Council of Mount Barker
 City of Mount Gambier
 District Council of Mount Remarkable
 The Rural City of Murray Bridge
 Naracoorte Lucindale Council
 Northern Areas Council
 City of Norwood Payneham & St Peters
 City of Onkaparinga
 District Council of Orroroo Carrieton
 District Council of Peterborough
 City of Playford
 City of Port Adelaide Enfield
 City of Port Augusta
 City of Port Lincoln
 Port Pirie Regional Council
 City of Prospect
 Renmark Paringa Council
 District Council of Robe
 Roxby Downs Council
 City of Salisbury
 Southern Mallee District Council
 District Council of Streaky Bay
 District Council of Tatiara
 City of Tea Tree Gully
 District Council of Tumby Bay
 City of Unley
 City of Victor Harbor
 Wakefield Regional Council
 Town of Walkerville
 Wattle Range Council
 City of West Torrens
 City of Whyalla
 Wudinna District Council
 District Council of Yankalilla
 District Council of Yorke Peninsula
 Un-incorporated areas of the state

The values are assigned as at 1 January 2015 and will come into force at midnight on 30 June 2015.

Dated 28 May 2015.

D. LANZILLI, Valuer-General

WATER MAINS AND SEWERS

Office of the South Australian Water Corporation
 Adelaide, 28 May 2015

WATER MAINS LAID

Notice is hereby given that the following main pipes or parts of main pipes have been laid down by the South Australian Water Corporation in or near the undermentioned water districts and are now available for a constant supply of water to adjacent land.

ADELAIDE WATER DISTRICT**TOWN OF GAWLER**

Hillier Road, Evanston. p88
 Hamilton Boulevard, Evanston Gardens. p95 and 96
 Jenkins Street, Evanston Gardens. p95 and 96
 Pearce Road, Evanston Gardens. p95 and 96
 Gibson Street, Evanston Gardens. p95 and 96

CITY OF MARION

Filmer Avenue, Glengowrie. p138

CITY OF ONKAPARINGA

Easements in lot 3214 in LTRO DP 85407, Admiral Parade, and allotment piece 6008 in LTRO DP 94892, Lanyard Road (to be Cook Street, Admiral Parade and Mermaid Street), Seaford Meadows. p106 and 107
 Easement in allotment piece 6006 in LTRO DP 94892 (to be Trident Road), Seaford Meadows. p106 and 107
 Greenville Close, Aberfoyle Park. p137

CITY OF PLAYFORD

Hudson Drive, Munno Para West. p97-100
 Biarritz Street, Munno Para West. p97 and 98
 Chelsea Court, Munno Para West. p99-100
 Ramsar Road, Munno Para. p110 and 111
 The Parkway, Munno Para. p110 and 111

CITY OF PORT ADELAIDE ENFIELD

Folland Avenue, Northfield. p91 and 92
 Beaumont Street, Northfield. p91 and 92
 Grundy Road, Northfield. p91 and 92
 Goodhall Street, Northfield. p91 and 92

CITY OF PROSPECT

Maud Street, Prospect. p116

CEDUNA WATER DISTRICT**DISTRICT COUNCIL OF CEDUNA**

Kelly Street, Ceduna. p112
 Dowling Crescent, Ceduna. p113

CUMMINS WATER DISTRICT**DISTRICT COUNCIL OF LOWER EYRE PENINSULA**

O'Malley Street, Cummins. p114

MOUNT GAMBIER WATER DISTRICT**CITY OF MOUNT GAMBIER**

Wireless Road, Mount Gambier. p117

NURIOOTPA WATER DISTRICT**THE BAROSSA COUNCIL**

Chardonnay Drive, Nuriootpa. p101 and 102
 Centenary Avenue, Nuriootpa. p101 and 102
 Vintage Crescent, Nuriootpa. p101 and 102

PORT LINCOLN WATER DISTRICT**CITY OF PORT LINCOLN**

Abalone Avenue, Port Lincoln. p93 and 94
 Oyster Terrace, Port Lincoln. p93 and 94
 Whiting Court, Port Lincoln. p93 and 94
 Mussel Street, Port Lincoln. p93 and 94

PORT VICTOR WATER DISTRICT

CITY OF VICTOR HARBOR
White Close, Encounter Bay. p103

ROSEWORTHY WATER DISTRICT

LIGHT REGIONAL COUNCIL
Easement in lot 1000 in LTRO DP 92748 (to be Dudley Court), Roseworthy. p104 and 105

TOD RIVER COUNTRY LANDS WATER DISTRICT

DISTRICT COUNCIL OF CLEVE
Easements in sections 170 and 171, hundred of Yadnarie (to be Forbes Street), Cleve. p89 and 90

DISTRICT COUNCIL OF LOWER EYRE PENINSULA
Waterworks land (lot 9 in LTRO FP 35799 and section 152, hundred of Wanilla), Uley and Fountain. p1-29
Easements in section 164, hundred of Wanilla, Wangary. p30-47
Easements in sections 1-3, 277-275, 273 and 295, hundred of Lake Wangary, Coffin Bay. p47-71
Easements in lots 212 and 211 in LTRO DP 71703 and lot 101 in LTRO DP 56785, Coffin Bay. p71 and 72
Waterworks land (lot 6 in LTRO DP 75259), Coffin Bay. p72 and 73

TUMBY BAY WATER DISTRICT

DISTRICT COUNCIL OF TUMBY BAY
Freeman Street, Tumby Bay. p87

TWO WELLS WATER DISTRICT

DISTRICT COUNCIL OF MALLALA
Mallee Court, Two Wells. p108 and 109

SEWERS LAID

Notice is hereby given that the following sewers have been laid down by the South Australian Water Corporation in the undermentioned drainage areas and are now available for house connections.

ADELAIDE DRAINAGE AREA

CAMPBELLTOWN CITY COUNCIL
Brooker Avenue, Campbelltown. FB 1244 p24

CITY OF CHARLES STURT
Emma Street, Athol Park. FB 1244 p17

TOWN OF GAWLER
Easements in lot 1805 in LTRO DP 94391, Livingston Street, Evanston Gardens. FB 1245 p33, 34 and 36
Seymour Avenue, Evanston Gardens. FB 1245 p33-36
Pearce Road, Evanston Gardens. FB 1245 p33, 34 and 36
Gibson Street, Evanston Gardens. FB 1245 p33, 35 and 36

CITY OF HOLDFAST BAY
Alfreda Street, Brighton. FB 1244 p26

CITY OF MARION
Wilson Street, Plympton Park. FB 1244 p20
Filmer Avenue, Glengowrie. FB 1244 p25

CITY OF ONKAPARINGA
Easements in lot 3212 in LTRO DP 89645, Jared Road, lot 3213 in LTRO DP 89645 and allotment piece 6006 in LTRO DP 94892, Sauerbiers Road, Seaford Meadows. FB 1245 p45-50
Trident Road, Seaford Meadows. FB 1245 p45, 48 and 50
Cook Street, Seaford Meadows. FB 1245 p45, 48 and 50
Mermaid Street, Seaford Meadows. FB 1245 p45, 48 and 50
Admiral Parade, Seaford Meadows. FB 1245 p45, 48 and 50

CITY OF PLAYFORD
Hudson Drive, Munno Para West. FB 1245 p37-39
Biarritz Street, Munno Para West. FB 1245 p37-39
Chelsea Court, Munno Para West. FB 1245 p40-42
Donnington Road, Elizabeth North. FB 1244 p29

CITY OF PORT ADELAIDE ENFIELD
Across Hampstead Road, Northfield. FB 1245 p27-29
Easement in allotment piece 203 in LTRO DP 94426, Folland Avenue, Northfield. FB 1245 p27-29
Grundy Road, Northfield. FB 1245 p27-29
Goodhall Street, Northfield. FB 1245 p27-29
Beaumont Street, Northfield. FB 1245 p27-29
Scot Road, Windsor Gardens. FB 1244 p27

CITY OF PROSPECT
Maud Street, Prospect. FB 1244 p23

CITY OF TEA TREE GULLY
Easement in lots 11 and 12 in LTRO DP 6519, Grand Junction Road, Hope Valley. FB 1244 p28

PORT LINCOLN COUNTRY DRAINAGE AREA

CITY OF PORT LINCOLN
Across St Andrews Drive, Port Lincoln. FB 1245 p24-26
Easements in reserves (lots 106 and 107 in LTRO DP 94739), Oyster Terrace, Port Lincoln. FB 1245 p24-26
Oyster Terrace, Port Lincoln. FB 1245 p24-26
Whiting Court, Port Lincoln. FB 1245 p24-26
Mussel Street, Port Lincoln. FB 1245 p24-26
Abalone Avenue, Port Lincoln. FB 1245 p24-26
Baillie Crescent, Port Lincoln. This main is available on application only. FB 1244 p21
Shaen Street, Port Lincoln. FB 1244 p22

STIRLING COUNTRY DRAINAGE AREA

ADELAIDE HILLS COUNCIL
Easements in lot 5 in LTRO FP 7108 and lots 1 and 2 in LTRO FP 3531, Ashenden Road, Aldgate. FB 1244 p12
Across Suffolk Road, Aldgate – 40 mm PE80 pressure sewer system. This main is available on application only. FB 1244 p16

Lot 200 in LTRO DP 67009, Suffolk Road, Aldgate – 40 mm PE80 pressure sewer system. This main is available on application only. FB 1244 p16

CITY OF CHARLES STURT
Sunlake Place, Tennyson. FB 1244 p15
Flora Street, Henley Beach South. FB 1244 p18

CITY OF HOLDFAST BAY
Winchester Avenue, Hove. FB 1244 p14

MARION CITY COUNCIL
Jacaranda Grove, Oaklands Park. FB 1244 p13

CITY OF SALISBURY
Halbury Road, Salisbury. FB 1244 p19

VICTOR HARBOR COUNTRY DRAINAGE AREA

CITY OF VICTOR HARBOR
White Close, Encounter Bay. FB 1245 p43 and 44
Easement in lots 30-33 in LTRO DP 96048, White Close, Encounter Bay. FB 1245 p43 and 44

SEWERS LAID

Notice is hereby given that the undermentioned sewer has been laid down by the South Australian Water Corporation and is not available for house connections.

ADELAIDE DRAINAGE AREA

CITY OF ONKAPARINGA
Easements in lot 3212 in LTRO DP 89645, Jared Road, and lot 3213 in LTRO DP 89645, Sauerbiers Road, Seaford Meadows. FB 1245 p45-50

A. J. RINGHAM, Chief Executive Officer,
South Australian Water Corporation

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2014

	\$		\$
Agents, Ceasing to Act as.....	49.75	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	33.00
Incorporation	25.25	Discontinuance Place of Business.....	33.00
Intention of Incorporation	62.50	Land—Real Property Act:	
Transfer of Properties	62.50	Intention to Sell, Notice of.....	62.50
Attorney, Appointment of.....	49.75	Lost Certificate of Title Notices	62.50
Bailiff's Sale.....	62.50	Cancellation, Notice of (Strata Plan)	62.50
Cemetery Curator Appointed.....	36.75	Mortgages:	
Companies:		Caveat Lodgement	25.25
Alteration to Constitution	49.75	Discharge of.....	26.50
Capital, Increase or Decrease of	62.50	Foreclosures.....	25.25
Ceasing to Carry on Business	36.75	Transfer of	25.25
Declaration of Dividend.....	36.75	Sublet.....	12.70
Incorporation	49.75	Leases—Application for Transfer (2 insertions) each	12.70
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each	36.75
First Name.....	36.75	Licensing	73.50
Each Subsequent Name	12.70	Municipal or District Councils:	
Meeting Final.....	41.50	Annual Financial Statement—Forms 1 and 2	695.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	494.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	99.00
First Name.....	49.75	Each Subsequent Name.....	12.70
Each Subsequent Name	12.70	Noxious Trade	36.75
Notices:		Partnership, Dissolution of	36.75
Call.....	62.50	Petitions (small).....	25.25
Change of Name.....	25.25	Registered Building Societies (from Registrar-General)	25.25
Creditors.....	49.75	Register of Unclaimed Moneys—First Name.....	36.75
Creditors Compromise of Arrangement	49.75	Each Subsequent Name	12.70
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)	316.00
be appointed').....	62.50	Rate per page (in 6pt)	418.00
Release of Liquidator—Application—Large Ad.....	99.00	Sale of Land by Public Auction.....	63.00
—Release Granted	62.50	Advertisements.....	3.50
Receiver and Manager Appointed	57.00	¼ page advertisement	147.00
Receiver and Manager Ceasing to Act	49.75	½ page advertisement	295.00
Restored Name.....	46.50	Full page advertisement.....	577.00
Petition to Supreme Court for Winding Up.....	86.50	Advertisements, other than those listed are charged at \$3.50 per	
Summons in Action.....	73.50	column line, tabular one-third extra.	
Order of Supreme Court for Winding Up Action	49.75	Notices by Colleges, Universities, Corporations and District	
Register of Interests—Section 84 (1) Exempt	111.00	Councils to be charged at \$3.50 per line.	
Removal of Office.....	25.25	Where the notice inserted varies significantly in length from	
Proof of Debts	49.75	that which is usually published a charge of \$3.50 per column line	
Sales of Shares and Forfeiture.....	49.75	will be applied in lieu of advertisement rates listed.	
Estates:		South Australian Government publications are sold on the	
Assigned	36.75	condition that they will not be reproduced without prior	
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Each Subsequent Name	12.70		
Deceased Persons—Closed Estates.....	36.75		
Each Subsequent Estate.....	1.65		
Probate, Selling of	49.75		
Public Trustee, each Estate	12.70		

All the above prices include GST

GOVERNMENT GAZETTE NOTICES

Notices for publication in the *South Australian Government Gazette* should be emailed to governmentgazette@dpc.sa.gov.au. Content should be sent as Word format attachment(s). Covering emails should include the date the notice is to be published and to whom the notice will be charged. **Closing time for lodgement is 4 p.m. on the Tuesday preceding the regular Thursday publication.** Gazette enquiries to: **Phone 8207 1045**. The *Government Gazette* is available online at: www.governmentgazette.sa.gov.au.

MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 JULY 2014

Acts, Bills, Rules, Parliamentary Papers and Regulations						
Pages	Main	Amends	Pages	Main	Amends	
1-16	3.10	1.45	497-512	42.00	41.00	
17-32	4.00	2.50	513-528	43.25	41.75	
33-48	5.30	3.75	529-544	44.75	43.25	
49-64	6.70	5.15	545-560	46.00	44.75	
65-80	7.75	6.45	561-576	47.00	46.00	
81-96	9.05	7.50	577-592	48.75	46.50	
97-112	10.30	8.85	593-608	50.00	48.00	
113-128	11.50	10.20	609-624	51.00	49.75	
129-144	12.90	11.40	625-640	52.00	50.50	
145-160	14.20	12.70	641-656	53.50	52.00	
161-176	15.40	14.00	657-672	54.50	52.50	
177-192	16.80	15.20	673-688	56.00	54.50	
193-208	18.10	16.70	689-704	57.00	55.00	
209-224	19.10	17.70	705-720	58.50	56.50	
225-240	20.40	18.90	721-736	60.00	57.50	
241-257	22.00	20.00	737-752	60.50	59.00	
258-272	23.20	21.20	753-768	62.50	60.00	
273-288	24.30	23.00	769-784	63.50	62.50	
289-304	25.50	23.90	785-800	64.50	63.50	
305-320	27.00	25.25	801-816	66.00	64.00	
321-336	28.00	26.50	817-832	67.50	66.00	
337-352	29.50	27.75	833-848	69.00	67.50	
353-368	30.25	29.25	849-864	70.00	68.50	
369-384	32.00	30.25	865-880	71.50	70.00	
385-400	33.50	31.75	881-896	72.00	70.50	
401-416	34.75	32.75	897-912	73.50	72.00	
417-432	36.00	34.50	913-928	74.00	73.50	
433-448	37.00	35.75	929-944	75.50	74.00	
449-464	38.00	36.50	945-960	76.50	75.00	
465-480	38.50	37.75	961-976	80.00	76.00	
481-496	41.00	38.50	977-992	81.00	76.50	

Legislation—Acts, Regulations, etc.:	\$
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South Australia

Advance Care Directives Variation Regulations 2015

under the *Advance Care Directives Act 2013*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Advance Care Directives Regulations 2014*

- 4 Variation of regulation 4—Health practitioners
- 5 Variation of regulation 7—Witnessing advance care directives
- 6 Variation of regulation 8—Appointment of substitute decision-makers
- 7 Variation of regulation 12—Interstate advance care directives and corresponding laws
- 8 Variation of Schedule 1—List of suitable witnesses
- 9 Insertion of Schedule 3

Schedule 3—Further transitional provisions

- 1 Further transitional provisions relating to appointment of enduring guardians
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Advance Care Directives Variation Regulations 2015*.

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 *Advance Care Directives Regulations 2014*

4—Variation of regulation 4—Health practitioners

Regulation 4(1)(a)—after "SAAS" insert:

or other person or body authorised to provide ambulance services under the *Health Care Act 2008*

5—Variation of regulation 7—Witnessing advance care directives

Regulation 7(1)—delete "if the person giving the advance care directive signed the advance care directive form in the presence of the suitable witness who witnesses the advance care directive." and substitute:

if—

- (a) in the case where 1 or more substitute decision-makers are appointed under the advance care directive—each substitute decision-maker has complied with regulation 8(1) before the advance care directive is witnessed; and
- (b) in any case—the person giving the advance care directive signs the advance care directive form in the presence of the suitable witness who witnesses the advance care directive.

6—Variation of regulation 8—Appointment of substitute decision-makers

Regulation 8(1)—after "form" insert:

before the advance care directive is witnessed

7—Variation of regulation 12—Interstate advance care directives and corresponding laws

(1) Regulation 12(1)(d)—delete paragraph (d) and substitute:

- (d) an advance personal plan under the *Advance Personal Planning Act 2013* of the Northern Territory that is in force;

(2) Regulation 12(2)(c)—delete paragraph (c) and substitute:

- (c) the *Advance Personal Planning Act 2013* of the Northern Territory;

8—Variation of Schedule 1—List of suitable witnesses

(1) Schedule 2 paragraph (m)—after "National Tax" insert:

and

(2) Schedule 2 paragraph (v)— delete "Chartered Secretaries Australia" and substitute:

Governance Institute of Australia

(3) Schedule 2 paragraph (za)— delete "the Australian Society of Certified Practising Accountants or the National Institute of Accountants" and substitute:

CPA Australia (Certified Public Accountants) or the Institute of Public Accountants

9—Insertion of Schedule 3

After Schedule 2 insert:

Schedule 3—Further transitional provisions

1—Further transitional provisions relating to appointment of enduring guardians

- (1) Except as provided by this clause, this clause is in addition to, and does not derogate from, the provisions of Parts 5 and 8 of Schedule 1 of the Act.
- (2) This clause applies to an instrument in writing that—
 - (a) was created before the commencement of Schedule 1 Part 5 of the Act; and

- (b) complies with any requirements under section 25(2)(a) of the *Guardianship and Administration Act 1993* (as in force at the time the instrument was created); and
 - (c) purports to appoint an enduring guardian in accordance with that section; and
 - (d) had not, at the time Schedule 1 Part 5 of the Act came into operation, been endorsed or witnessed (or both) as required under section 25(2)(b) and (c) of the *Guardianship and Administration Act 1993* (as in force immediately before the commencement of Schedule 1 Part 5 of the Act).
- (3) An instrument to which this clause applies will, despite the operation of Schedule 1 Part 5 of the Act—
- (a) be taken to have been in force from the time it was created; and
 - (b) be taken to continue in force until—
 - (i) it is endorsed and witnessed in accordance with section 25(2)(b) and (c) of the *Guardianship and Administration Act 1993* (as in force immediately before the commencement of Schedule 1 Part 5 of the Act); or
 - (ii) 31 December 2015,whichever is the sooner; and
 - (c) on being so endorsed and witnessed (whether before or after the commencement of this clause), will be taken to be an advance care directive given in accordance with the Act,

(but, to avoid doubt, nothing in this subclause operates to effect the appointment of an enduring guardian under the *Guardianship and Administration Act 1993*).

Note—

The provisions of the *Advance Care Directives Act 2013* will then apply to the instrument as if it were an advance care directive given under the Act rather than an appointment of an enduring guardian under the *Guardianship and Administration Act 1993*.

- (4) An advance care directive referred to in subclause (3) will be taken—
- (a) to have been given by the person who purported to appoint the enduring guardian; and
 - (b) to appoint as a substitute decision-maker each person who (by endorsement on the instrument to which this clause applies) has accepted his or her purported appointment as an enduring guardian; and
 - (c) to contain such provisions as may be necessary to enable each substitute decision-maker to make any decision he or she could have made as the person's enduring guardian (but no other provision).
- (5) Any condition or limitation contained in an instrument to which this clause applies will be taken to apply to the advance care directive contemplated by this clause.

- (6) A provision of an instrument to which this clause applies that is a provision of a kind contemplated by section 6 or 12(1) of the Act will be taken to be void and of no effect.
- (7) An instrument to which this clause applies will, for all purposes, be taken to be an advance care directive form.
- (8) A reference in any instrument or document to an enduring guardian (being an enduring guardian purportedly appointed by an instrument to which this clause applies) will be taken to be a reference to a substitute decision-maker appointed by this clause.
- (9) Clauses 36 and 37 of Schedule 1 of the Act apply in relation to the operation of this clause as if the advance care directive were an advance care directive contemplated by clause 35 of that Schedule.

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 28 May 2015

No 50 of 2015

HEAC-2014-00075

South Australia

Consent to Medical Treatment and Palliative Care Variation Regulations 2015

under the *Consent to Medical Treatment and Palliative Care Act 1995*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Consent to Medical Treatment and Palliative Care Regulations 2014*

- 4 Variation of regulation 4—Health practitioners
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Consent to Medical Treatment and Palliative Care Variation Regulations 2015*.

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 *Consent to Medical Treatment and Palliative Care Regulations 2014*

4—Variation of regulation 4—Health practitioners

Regulation 4(1)(a)—after "SAAS" insert:

or other person or body authorised to provide ambulance services under the *Health Care Act 2008*)

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 28 May 2015

No 51 of 2015

HEAC-2014-00075

South Australia

Work Health and Safety Variation Regulations 2015

under the *Work Health and Safety Act 2012*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Work Health and Safety Regulations 2012*

- 4 Variation of regulation 707—Prescription of fee
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Work Health and Safety Variation Regulations 2015*.

2—Commencement

These regulations will come into operation on 1 July 2015.

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 *Work Health and Safety Regulations 2012*

4—Variation of regulation 707—Prescription of fee

- (1) Regulation 707—delete "2014/2015" wherever occurring and substitute in each case:
2015/2016
- (2) Regulation 707(1)—delete "\$7 659 951" and substitute:
\$19 068 565
- (3) Regulation 707(2)—delete "97.61%" and substitute:
99.04%

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 28 May 2015

No 52 of 2015

MIR0020/15CS

South Australia

Harbors and Navigation (Fees) Variation Regulations 2015

under the *Harbors and Navigation Act 1993*

Contents

Part 1—Preliminary

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- 2 Commencement
- 3 Variation provisions

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 - 2 Fees and levies payable to CE
 - 3 Calculation of facilities levy
 - 4 Fees and levies

Schedule 1—Transitional provision

- 1 Transitional provision
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Harbors and Navigation (Fees) Variation Regulations 2015*.

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 *Harbors and Navigation Regulations 2009*

4—Substitution of Schedule 14

Schedule 14—delete the Schedule and substitute:

Schedule 14—Fees

1—Interpretation

For the purposes of this Schedule—

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

2—Fees and levies payable to CE

A fee or levy fixed by this Schedule is payable to the CE.

3—Calculation of facilities levy

- (1) The amount of a facilities levy set out in clause 4 is the amount payable if registration of the vessel is for a 12 month period.
- (2) If a vessel is registered for a period other than 12 months, a pro rata adjustment is to be made to the amount of the facilities levy set out in clause 4 by applying the proportion that the number of months in the period of registration bears to 12 months and then rounding the amount up to the nearest dollar.

4—Fees and levies

Fees relating to Part 7

Application for pilotage exemption certificate	\$597.00
Application for renewal of pilotage exemption certificate	\$297.00
Issue of replacement pilotage exemption certificate	\$57.00

Fees relating to Part 9

Written examination (whether first or subsequent attempt)—

(a) for boat operator's licence	\$40.00
(b) for special permit	\$19.00
Practical test for special permit	nil
Issue of boat operator's licence—	
(a) if applicant has held special permit	\$17.00
(b) in any other case	\$38.00
Issue of special permit	\$17.00
Application for exemption from requirement to hold boat operator's licence	nil
Application for endorsement of boat operator's licence	nil

Application for recognition of qualification under law of some other place as equivalent to boat operator's licence	nil
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Issue of replacement boat operator's licence or special permit	\$17.00
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Fees relating to Part 11

Application for registration of vessel	6 months/12 months
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Note—

Personal watercraft and vessels up to 7 m may be registered for 6 or 12 months but vessels more than 7 m may only be registered for 12 months—see regulation 116(7).

- | | | |
|-----|--|-------------------------|
| (a) | for a personal watercraft— | |
| | • initial registration | \$162.00/\$324.00 |
| | • renewal of registration | \$148.00/\$297.00 |
| | • renewal of registration in different name | \$165.00/\$314.00 |
| (b) | for any other vessel—according to its length as follows: | |
| | (i) if the vessel is not more than 3.5 m— | |
| | • initial registration | \$22.00/\$43.00 |
| | • renewal of registration | \$8.00/\$17.00 |
| | • renewal of registration in different name | \$25.00/\$34.00 |
| | (ii) if the vessel is more than 3.5 m but not more than 6 m— | |
| | • initial registration | \$40.00/\$79.00 |
| | • renewal of registration | \$28.00/\$54.00 |
| | • renewal of registration in different name | \$45.00/\$71.00 |
| | (iii) if the vessel is more than 6 m but not more than 7 m— | |
| | • initial registration | \$87.00/\$174.00 |
| | • renewal of registration | \$75.00/\$148.00 |
| | • renewal of registration in different name | \$92.00/\$165.00 |
| | (iv) if the vessel is more than 7 m but not more than 10 m— | |
| | • initial registration | not applicable/\$174.00 |
| | • renewal of registration | not applicable/\$148.00 |
| | • renewal of registration in different name | not applicable/\$165.00 |
| | (v) if the vessel is more than 10 m but not more than 15 m— | |

• initial registration	not applicable/\$248.00
• renewal of registration	not applicable/\$224.00
• renewal of registration in different name	not applicable/\$241.00
(vi) if the vessel is more than 15 m but not more than 20 m—	
• initial registration	not applicable/\$324.00
• renewal of registration	not applicable/\$297.00
• renewal of registration in different name	not applicable/\$314.00
(vii) if the vessel is more than 20 m—	
• initial registration	not applicable/\$373.00
• renewal of registration	not applicable/\$348.00
• renewal of registration in different name	not applicable/\$365.00
Application for exemption from requirement for vessel to be registered	nil
Trade plates—	
(a) application for initial issue	\$78.00
(b) application for subsequent issue	\$54.00
(c) issue of replacement certificate or label	\$17.00
(d) surrender of trade plates	\$17.00
Application for assignment of new identification mark	\$17.00
Application for transfer of registration of vessel	\$17.00
Issue of replacement certificate of registration	\$17.00
Issue of replacement registration label	\$17.00
Application for cancellation of registration	\$17.00
Application for appointment as boat code agent	\$148.00
Application for further term of appointment as boat code agent	\$117.00
Application for approval as boat code examiner	\$74.00
Application for further term of approval as boat code examiner	\$37.00
Set of 20 HIN plates	\$115.00
Pad of 50 interim boat code certificates	\$31.00
Duplicate copy of boat code certificate	\$17.00

Fees relating to Part 14

Application for permit to moor vessel in boat haven—

- (a) *North Arm Boat Haven*
 - (i) annual permit—

• fishing vessel 9 m and over in length	\$77.00 per metre
• fishing vessel less than 9 m in length	\$104.00 per metre
• tender vessel	\$77.00 per metre
• the above is subject to the following maximum fees:	
• fishing vessel and 2 tender vessels	\$502.00
• fishing vessel and 3 tender vessels	\$569.00
• other vessels 12 m or more in length	\$195.00 per metre
• other vessels less than 12 m in length	\$2 324.00
(ii) temporary permit (1 week or part of a week)	\$69.00
(b) <i>Port MacDonnell Boat Haven</i>	
(i) annual permit	\$104.00 per metre
(ii) temporary permit (24 hours)	\$6.00

Fees relating to Part 15

Facilities levy for recreational vessel comprised of personal watercraft \$31.00

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

(a) if the vessel is not more than 3.1 m	nil
(b) if the vessel is more than 3.1 m but not more than 3.5 m	\$31.00
(c) if the vessel is more than 3.5 m but not more than 5 m	\$48.00
(d) if the vessel is more than 5 m but not more than 6 m	\$61.00
(e) if the vessel is more than 6 m but not more than 7 m	\$70.00
(f) if the vessel is more than 7 m but not more than 8 m	\$79.00
(g) if the vessel is more than 8 m but not more than 9 m	\$88.00
(h) if the vessel is more than 9 m but not more than 10 m	\$99.00
(i) if the vessel is more than 10 m but not more than 11 m	\$110.00
(j) if the vessel is more than 11 m but not more than 12 m	\$118.00
(k) if the vessel is more than 12 m but not more than 13 m	\$129.00

(l)	if the vessel is more than 13 m but not more than 14 m	\$140.00
(m)	if the vessel is more than 14 m but not more than 15 m	\$148.00
(n)	if the vessel is more than 15 m but not more than 16 m	\$158.00
(o)	if the vessel is more than 16 m but not more than 17 m	\$169.00
(p)	if the vessel is more than 17 m but not more than 18 m	\$178.00
(q)	if the vessel is more than 18 m but not more than 19 m	\$188.00
(r)	if the vessel is more than 19 m but not more than 20 m	\$200.00
(s)	if the vessel is more than 20 m in length	\$247.00

Schedule 1—Transitional provision

1—Transitional provision

- (1) The fees prescribed in respect of an application for registration (and any facilities levy payable on the registration) by Schedule 14 of the *Harbors and Navigation Regulations 2009*, as substituted by these regulations, apply where the relevant registration is to take effect on or after 1 July 2015.
- (2) All other fees prescribed by Schedule 14 of the *Harbors and Navigation Regulations 2009*, as substituted by these regulations, apply from 1 July 2015.
- (3) Despite regulation 4—
 - (a) the fees prescribed in respect of an application for registration (and any facilities levy payable on the registration) by Schedule 14 of the *Harbors and Navigation Regulations 2009*, as in force immediately before the commencement of these regulations, continue to apply where the relevant registration is to take effect before 1 July 2015; and
 - (b) all other fees prescribed by Schedule 14 of the *Harbors and Navigation Regulations 2009*, as in force immediately before the commencement of these regulations, continue to apply until 1 July 2015.

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 28 May 2015

No 53 of 2015

T&F15/027CS

South Australia

Marine Safety (Domestic Commercial Vessel) National Law (Application) (Fees) Variation Regulations 2015

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

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013*

- 4 Substitution of Schedule 1
Schedule 1—Fees

Schedule 1—Transitional provision

- 1 Transitional provision
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Marine Safety (Domestic Commercial Vessel) National Law (Application) (Fees) Variation Regulations 2015*.

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

4—Substitution of Schedule 1

Schedule 1—delete the Schedule and substitute:

Schedule 1—Fees

<u>Fee description</u>	<u>Fee</u>
Fees relating to certificates of operation	
Application for issue or variation of certificate of operation—	
(a) for human-powered and sail vessels equal to or less than 5 m in length	\$33.00
(b) for motorised vessels equal to or less than 5 m in length	\$81.00
(c) for all other vessels	\$135.00
Assessment of vessel not in survey	\$169.00 per hour
Cost of travel to the vessel or operator's preferred or required location	reasonable travel costs incurred (including travel time)
Assessment or audit of safety management system	\$169.00 per hour
Issue of replacement certificate of operation	\$135.00
Fees relating to certificates of competency	
Application for certificate of competency (including first attempt at final assessment)—	
(a) General Purpose Hand NC	\$135.00 plus an assessment fee of \$66.00 per hour
(b) Coxswain Grade 2 NC	\$324.00 plus an assessment fee of \$66.00 per hour
(c) Coxswain Grade 1 NC	\$502.00 plus an assessment fee of \$66.00 per hour
(d) Master <24 m NC	\$751.00 plus an assessment fee of \$66.00 per hour
(e) Master (Inland waters)	\$627.00 plus an assessment fee of \$66.00 per hour
(f) Master <35 m NC	\$856.00 plus an assessment fee of \$66.00 per hour
(g) Mate <80 m NC	\$856.00 plus an assessment fee of \$66.00 per hour
(h) Master <80 m NC	\$872.00 plus an assessment fee of \$66.00 per hour
(i) Marine Engine Driver Grade 3 NC	\$352.00 plus an assessment fee of \$66.00 per hour
(j) Marine Engine Driver Grade 2 NC	\$580.00 plus an assessment fee of \$66.00 per hour
(k) Marine Engine Driver Grade 1 NC	\$651.00 plus an assessment fee of \$66.00 per hour
(l) Engineer Class 3 NC	\$768.00 plus an assessment fee of \$66.00 per hour

Fee description	Fee
Second or subsequent attempt at final assessment—	
(a) Coxswain Grade 2 NC	\$49.00
(b) Coxswain Grade 1 NC	\$150.00
(c) Master <24 m NC	\$249.00
(d) Master (Inland waters)	\$249.00
(e) Master <35 m NC	\$326.00
(f) Mate <80 m NC	\$326.00
(g) Master <80 m NC	\$382.00
(h) Marine Engine Driver Grade 3 NC	\$104.00
(i) Marine Engine Driver Grade 2 NC	\$130.00
(j) Marine Engine Driver Grade 1 NC	\$200.00
(k) Engineer Class 3	\$326.00
Cost of travel for purposes of final assessment	reasonable travel costs incurred (including travel time)
Renewal of a certificate of competency	\$35.00
Re-validation of certificate of competency	\$135.00
Issue of replacement or variation of certificate of competency	\$135.00
Fees relating to certificates of survey	
Application for issue of certificate of survey for a new domestic commercial vessel	\$100.00
Issue of subsequent certificate of survey relating to periodic survey of a vessel	\$65.00
Issue of replacement or variation of certificate of survey	\$70.00
Fees relating to survey of vessels (not including hire and drive houseboats)	
For survey of vessels (not including hire and drive houseboats)—	
(a) for initial survey, according to length of vessel as follows:	
(i) not more than 5 m	\$760.00
(ii) more than 5 m but not more than 6 m	\$908.00
(iii) more than 6 m but not more than 7 m	\$1 060.00
(iv) more than 7 m but not more than 8 m	\$1 218.00
(v) more than 8 m but not more than 9 m	\$1 381.00
(vi) more than 9 m but not more than 10 m	\$1 546.00
(vii) more than 10 m but not more than 11 m	\$1 715.00
(viii) more than 11 m but not more than 12 m	\$1 885.00
(ix) more than 12 m but not more than 13 m	\$2 062.00
(x) more than 13 m but not more than 14 m	\$2 239.00
(xi) more than 14 m but not more than 15 m	\$2 421.00

Fee description	Fee
(xii) more than 15 m but not more than 16 m	\$2 603.00
(xiii) more than 16 m but not more than 17 m	\$2 789.00
(xiv) more than 17 m but not more than 18 m	\$2 978.00
(xv) more than 18 m but not more than 19 m	\$3 169.00
(xvi) more than 19 m but not more than 20 m	\$3 360.00
(xvii) more than 20 m but not more than 21 m	\$3 555.00
(xviii) more than 21 m but not more than 22 m	\$3 749.00
(xix) more than 22 m but not more than 23 m	\$3 949.00
(xx) more than 23 m but not more than 24 m	\$4 147.00
(xxi) more than 24 m but not more than 25 m	\$4 351.00
(xxii) more than 25 m but not more than 26 m	\$4 555.00
(xxiii) more than 26 m but not more than 27 m	\$4 762.00
(xxiv) more than 27 m but not more than 28 m	\$4 965.00
(xxv) more than 28 m but not more than 29 m	\$5 174.00
(xxvi) more than 29 m but not more than 30 m	\$5 384.00
(xxvii) more than 30 m but not more than 31 m	\$5 597.00
(xxviii) more than 31 m but not more than 32 m	\$5 807.00
(xxix) more than 32 m but not more than 33 m	\$6 021.00
(xxx) more than 33 m but not more than 34 m	\$6 238.00
(xxxi) more than 34 m but not more than 35 m	\$6 454.00
(xxxii) more than 35 m but not more than 36 m	\$6 673.00
(xxxiii) more than 36 m but not more than 37 m	\$6 892.00
(xxxiv) more than 37 m but not more than 38 m	\$7 114.00
(xxxv) more than 38 m but not more than 39 m	\$7 335.00
(xxxvi) more than 39 m but not more than 40 m	\$7 559.00
(xxxvii) more than 40 m but not more than 41 m	\$7 783.00
(xxxviii) more than 41 m but not more than 42 m	\$8 008.00
(xxxix) more than 42 m but not more than 43 m	\$8 235.00
(xl) more than 43 m but not more than 44 m	\$8 462.00
(xli) more than 44 m but not more than 45 m	\$8 692.00
(xlii) more than 45 m but not more than 46 m	\$8 921.00
(xliii) more than 46 m but not more than 47 m	\$9 152.00
(xliv) more than 47 m but not more than 48 m	\$9 383.00
(xlv) more than 48 m but not more than 49 m	\$9 618.00
(xlvi) more than 49 m but not more than 50 m	\$9 850.00
(xlvii) more than 50 m	\$9 850.00 plus \$186.00 per metre for every metre above 50 m

Fee description	Fee
(b) for periodic in-water survey of a vessel, being a first visit (not surveyed by classification society), according to length of vessel as follows:	
(i) not more than 5 m	\$353.00
(ii) more than 5 m but not more than 6 m	\$434.00
(iii) more than 6 m but not more than 7 m	\$513.00
(iv) more than 7 m but not more than 8 m	\$595.00
(v) more than 8 m but not more than 9 m	\$676.00
(vi) more than 9 m but not more than 10 m	\$760.00
(vii) more than 10 m but not more than 11 m	\$844.00
(viii) more than 11 m but not more than 12 m	\$930.00
(ix) more than 12 m but not more than 13 m	\$1 015.00
(x) more than 13 m but not more than 14 m	\$1 102.00
(xi) more than 14 m but not more than 15 m	\$1 190.00
(xii) more than 15 m but not more than 16 m	\$1 277.00
(xiii) more than 16 m but not more than 17 m	\$1 366.00
(xiv) more than 17 m but not more than 18 m	\$1 453.00
(xv) more than 18 m but not more than 19 m	\$1 545.00
(xvi) more than 19 m but not more than 20 m	\$1 635.00
(xvii) more than 20 m but not more than 21 m	\$1 723.00
(xviii) more than 21 m but not more than 22 m	\$1 816.00
(xix) more than 22 m but not more than 23 m	\$1 905.00
(xx) more than 23 m but not more than 24 m	\$1 996.00
(xxi) more than 24 m but not more than 25 m	\$2 090.00
(xxii) more than 25 m but not more than 26 m	\$2 182.00
(xxiii) more than 26 m but not more than 27 m	\$2 275.00
(xxiv) more than 27 m but not more than 28 m	\$2 367.00
(xxv) more than 28 m but not more than 29 m	\$2 460.00
(xxvi) more than 29 m but not more than 30 m	\$2 553.00
(xxvii) more than 30 m but not more than 31 m	\$2 647.00
(xxviii) more than 31 m but not more than 32 m	\$2 742.00
(xxix) more than 32 m but not more than 33 m	\$2 837.00
(xxx) more than 33 m but not more than 34 m	\$2 934.00
(xxxi) more than 34 m but not more than 35 m	\$3 025.00
(xxxii) more than 35 m but not more than 36 m	\$3 122.00
(xxxiii) more than 36 m but not more than 37 m	\$3 217.00
(xxxiv) more than 37 m but not more than 38 m	\$3 312.00
(xxxv) more than 38 m but not more than 39 m	\$3 409.00
(xxxvi) more than 39 m but not more than 40 m	\$3 505.00

Fee description	Fee
(xxxvii) more than 40 m but not more than 41 m	\$3 604.00
(xxxviii) more than 41 m but not more than 42 m	\$3 698.00
(xxxix) more than 42 m but not more than 43 m	\$3 796.00
(xl) more than 43 m but not more than 44 m	\$3 894.00
(xli) more than 44 m but not more than 45 m	\$3 990.00
(xlii) more than 45 m but not more than 46 m	\$4 089.00
(xliii) more than 46 m but not more than 47 m	\$4 185.00
(xliv) more than 47 m but not more than 48 m	\$4 286.00
(xlv) more than 48 m but not more than 49 m	\$4 382.00
(xlvi) more than 49 m but not more than 50 m	\$4 481.00
(xlvii) more than 50 m	\$4 481.00 plus \$186.00 per metre for every metre above 50 metres
(c) for periodic out-of-water survey of a vessel, being a first visit (not surveyed by classification society), according to length of vessel as follows:	
(i) not more than 5 m	\$396.00
(ii) more than 5 m but not more than 6 m	\$482.00
(iii) more than 6 m but not more than 7 m	\$570.00
(iv) more than 7 m but not more than 8 m	\$660.00
(v) more than 8 m but not more than 9 m	\$752.00
(vi) more than 9 m but not more than 10 m	\$843.00
(vii) more than 10 m but not more than 11 m	\$934.00
(viii) more than 11 m but not more than 12 m	\$1 031.00
(ix) more than 12 m but not more than 13 m	\$1 123.00
(x) more than 13 m but not more than 14 m	\$1 221.00
(xi) more than 14 m but not more than 15 m	\$1 316.00
(xii) more than 15 m but not more than 16 m	\$1 412.00
(xiii) more than 16 m but not more than 17 m	\$1 510.00
(xiv) more than 17 m but not more than 18 m	\$1 605.00
(xv) more than 18 m but not more than 19 m	\$1 706.00
(xvi) more than 19 m but not more than 20 m	\$1 804.00
(xvii) more than 20 m but not more than 21 m	\$1 904.00
(xviii) more than 21 m but not more than 22 m	\$2 003.00
(xix) more than 22 m but not more than 23 m	\$2 103.00
(xx) more than 23 m but not more than 24 m	\$2 202.00
(xxi) more than 24 m but not more than 25 m	\$2 304.00
(xxii) more than 25 m but not more than 26 m	\$2 406.00
(xxiii) more than 26 m but not more than 27 m	\$2 509.00

Fee description	Fee
(xxiv) more than 27 m but not more than 28 m	\$2 612.00
(xxv) more than 28 m but not more than 29 m	\$2 714.00
(xxvi) more than 29 m but not more than 30 m	\$2 815.00
(xxvii) more than 30 m but not more than 31 m	\$2 918.00
(xxviii) more than 31 m but not more than 32 m	\$3 023.00
(xxix) more than 32 m but not more than 33 m	\$3 128.00
(xxx) more than 33 m but not more than 34 m	\$3 232.00
(xxxi) more than 34 m but not more than 35 m	\$3 337.00
(xxxii) more than 35 m but not more than 36 m	\$3 440.00
(xxxiii) more than 36 m but not more than 37 m	\$3 545.00
(xxxiv) more than 37 m but not more than 38 m	\$3 652.00
(xxxv) more than 38 m but not more than 39 m	\$3 758.00
(xxxvi) more than 39 m but not more than 40 m	\$3 864.00
(xxxvii) more than 40 m but not more than 41 m	\$3 969.00
(xxxviii) more than 41 m but not more than 42 m	\$4 077.00
(xxxix) more than 42 m but not more than 43 m	\$4 182.00
(xl) more than 43 m but not more than 44 m	\$4 290.00
(xli) more than 44 m but not more than 45 m	\$4 374.00
(xlii) more than 45 m but not more than 46 m	\$4 505.00
(xliii) more than 46 m but not more than 47 m	\$4 612.00
(xliv) more than 47 m but not more than 48 m	\$4 722.00
(xlv) more than 48 m but not more than 49 m	\$4 828.00
(xlvi) more than 49 m but not more than 50 m	\$4 936.00
(xlvii) more than 50 m	\$4 936.00 plus \$186.00 per metre for every metre above 50 m
 (d) for periodic combined in- and out-of-water survey of a vessel, being a first visit (not surveyed by classification society), according to length of vessel as follows:	
(i) not more than 5 m	\$549.00
(ii) more than 5 m but not more than 6 m	\$665.00
(iii) more than 6 m but not more than 7 m	\$783.00
(iv) more than 7 m but not more than 8 m	\$904.00
(v) more than 8 m but not more than 9 m	\$1 024.00
(vi) more than 9 m but not more than 10 m	\$1 145.00
(vii) more than 10 m but not more than 11 m	\$1 268.00
(viii) more than 11 m but not more than 12 m	\$1 394.00
(ix) more than 12 m but not more than 13 m	\$1 518.00
(x) more than 13 m but not more than 14 m	\$1 647.00

Fee description	Fee
(xi) more than 14 m but not more than 15 m	\$1 773.00
(xii) more than 15 m but not more than 16 m	\$1 902.00
(xiii) more than 16 m but not more than 17 m	\$2 031.00
(xiv) more than 17 m but not more than 18 m	\$2 160.00
(xv) more than 18 m but not more than 19 m	\$2 293.00
(xvi) more than 19 m but not more than 20 m	\$2 422.00
(xvii) more than 20 m but not more than 21 m	\$2 555.00
(xviii) more than 21 m but not more than 22 m	\$2 689.00
(xix) more than 22 m but not more than 23 m	\$2 821.00
(xx) more than 23 m but not more than 24 m	\$2 954.00
(xxi) more than 24 m but not more than 25 m	\$3 089.00
(xxii) more than 25 m but not more than 26 m	\$3 224.00
(xxiii) more than 26 m but not more than 27 m	\$3 360.00
(xxiv) more than 27 m but not more than 28 m	\$3 497.00
(xxv) more than 28 m but not more than 29 m	\$3 633.00
(xxvi) more than 29 m but not more than 30 m	\$3 769.00
(xxvii) more than 30 m but not more than 31 m	\$3 904.00
(xxviii) more than 31 m but not more than 32 m	\$4 044.00
(xxix) more than 32 m but not more than 33 m	\$4 183.00
(xxx) more than 33 m but not more than 34 m	\$4 323.00
(xxxi) more than 34 m but not more than 35 m	\$4 461.00
(xxxii) more than 35 m but not more than 36 m	\$4 601.00
(xxxiii) more than 36 m but not more than 37 m	\$4 739.00
(xxxiv) more than 37 m but not more than 38 m	\$4 881.00
(xxxv) more than 38 m but not more than 39 m	\$5 023.00
(xxxvi) more than 39 m but not more than 40 m	\$5 163.00
(xxxvii) more than 40 m but not more than 41 m	\$5 301.00
(xxxviii) more than 41 m but not more than 42 m	\$5 447.00
(xxxix) more than 42 m but not more than 43 m	\$5 585.00
(xl) more than 43 m but not more than 44 m	\$5 728.00
(xli) more than 44 m but not more than 45 m	\$5 841.00
(xlii) more than 45 m but not more than 46 m	\$6 015.00
(xliii) more than 46 m but not more than 47 m	\$6 157.00
(xliv) more than 47 m but not more than 48 m	\$6 305.00
(xlv) more than 48 m but not more than 49 m	\$6 446.00
(xlvi) more than 49 m but not more than 50 m	\$6 589.00
(xlvii) more than 50 m	\$6 589.00 plus \$186.00 per metre for every metre above 50 m

Fee description	Fee
(e) for subsequent survey (where vessel has been surveyed by classification society)	\$186.00 per hour
(f) for non-attendance by owner of vessel or agent at survey—	
(i) for initial survey	50% of relevant survey fee
(ii) for subsequent survey—	
• in the case of a first visit	50% of relevant survey fee
• in the case of a second or subsequent visit	\$349.00
(iii) of alterations or repairs to vessel	\$349.00
(g) for attendance of surveyor at inclining experiment	\$283.00
(h) for examination and approval of vessel's stability information—	
(i) if information is based on simplified stability criteria under the National Standard for Commercial Vessels	\$287.00
(ii) in any other case	\$186.00 per hour (minimum fee \$848.00)

Fees relating to survey of hire and drive houseboats

For survey of hire and drive houseboats—

(a) for initial survey, according to length of vessel as follows:	
(i) not more than 5 m	\$325.00
(ii) more than 5 m but not more than 6 m	\$401.00
(iii) more than 6 m but not more than 7 m	\$476.00
(iv) more than 7 m but not more than 8 m	\$554.00
(v) more than 8 m but not more than 9 m	\$635.00
(vi) more than 9 m but not more than 10 m	\$717.00
(vii) more than 10 m but not more than 11 m	\$802.00
(viii) more than 11 m but not more than 12 m	\$888.00
(ix) more than 12 m but not more than 13 m	\$974.00
(x) more than 13 m but not more than 14 m	\$1 064.00
(xi) more than 14 m but not more than 15 m	\$1 157.00
(xii) more than 15 m but not more than 16 m	\$1 247.00
(xiii) more than 16 m but not more than 17 m	\$1 341.00
(xiv) more than 17 m but not more than 18 m	\$1 434.00
(xv) more than 18 m but not more than 19 m	\$1 527.00
(xvi) more than 19 m but not more than 20 m	\$1 624.00
(xvii) more than 20 m but not more than 21 m	\$1 722.00
(xviii) more than 21 m but not more than 22 m	\$1 821.00
(xix) more than 22 m but not more than 23 m	\$1 918.00

Fee description	Fee
(xx) more than 23 m but not more than 24 m	\$2 022.00
(b) for periodic in-water survey, being a first visit, according to length of vessel as follows:	
(i) not more than 5 m	\$214.00
(ii) more than 5 m but not more than 6 m	\$264.00
(iii) more than 6 m but not more than 7 m	\$319.00
(iv) more than 7 m but not more than 8 m	\$373.00
(v) more than 8 m but not more than 9 m	\$430.00
(vi) more than 9 m but not more than 10 m	\$486.00
(vii) more than 10 m but not more than 11 m	\$540.00
(viii) more than 11 m but not more than 12 m	\$600.00
(ix) more than 12 m but not more than 13 m	\$656.00
(x) more than 13 m but not more than 14 m	\$715.00
(xi) more than 14 m but not more than 15 m	\$773.00
(xii) more than 15 m but not more than 16 m	\$833.00
(xiii) more than 16 m but not more than 17 m	\$890.00
(xiv) more than 17 m but not more than 18 m	\$951.00
(xv) more than 18 m but not more than 19 m	\$1 010.00
(xvi) more than 19 m but not more than 20 m	\$1 072.00
(xvii) more than 20 m but not more than 21 m	\$1 130.00
(xviii) more than 21 m but not more than 22 m	\$1 193.00
(xix) more than 22 m but not more than 23 m	\$1 253.00
(xx) more than 23 m but not more than 24 m	\$1 315.00
(c) for periodic combined in- and out-of-water survey, being a first visit, according to length of vessel as follows:	
(i) not more than 5 m	\$309.00
(ii) more than 5 m but not more than 6 m	\$374.00
(iii) more than 6 m but not more than 7 m	\$448.00
(iv) more than 7 m but not more than 8 m	\$521.00
(v) more than 8 m but not more than 9 m	\$595.00
(vi) more than 9 m but not more than 10 m	\$669.00
(vii) more than 10 m but not more than 11 m	\$744.00
(viii) more than 11 m but not more than 12 m	\$820.00
(ix) more than 12 m but not more than 13 m	\$897.00
(x) more than 13 m but not more than 14 m	\$974.00
(xi) more than 14 m but not more than 15 m	\$1 051.00
(xii) more than 15 m but not more than 16 m	\$1 096.00
(xiii) more than 16 m but not more than 17 m	\$1 209.00
(xiv) more than 17 m but not more than 18 m	\$1 288.00

Fee description	Fee
(xv) more than 18 m but not more than 19 m	\$1 368.00
(xvi) more than 19 m but not more than 20 m	\$1 447.00
(xvii) more than 20 m but not more than 21 m	\$1 527.00
(xviii) more than 21 m but not more than 22 m	\$1 609.00
(xix) more than 22 m but not more than 23 m	\$1 690.00
(xx) more than 23 m but not more than 24 m	\$1 772.00
(d) for periodic out-of-water survey, being a first visit, according to length of vessel as follows:	
(i) not more than 5 m	\$243.00
(ii) more than 5 m but not more than 6 m	\$298.00
(iii) more than 6 m but not more than 7 m	\$359.00
(iv) more than 7 m but not more than 8 m	\$417.00
(v) more than 8 m but not more than 9 m	\$479.00
(vi) more than 9 m but not more than 10 m	\$541.00
(vii) more than 10 m but not more than 11 m	\$602.00
(viii) more than 11 m but not more than 12 m	\$666.00
(ix) more than 12 m but not more than 13 m	\$729.00
(x) more than 13 m but not more than 14 m	\$793.00
(xi) more than 14 m but not more than 15 m	\$858.00
(xii) more than 15 m but not more than 16 m	\$923.00
(xiii) more than 16 m but not more than 17 m	\$988.00
(xiv) more than 17 m but not more than 18 m	\$1 052.00
(xv) more than 18 m but not more than 19 m	\$1 119.00
(xvi) more than 19 m but not more than 20 m	\$1 185.00
(xvii) more than 20 m but not more than 21 m	\$1 251.00
(xviii) more than 21 m but not more than 22 m	\$1 318.00
(xix) more than 22 m but not more than 23 m	\$1 386.00
(xx) more than 23 m but not more than 24 m	\$1 453.00
(e) for non-attendance by owner of houseboat or agent at initial or subsequent survey	50% of relevant survey fee under (a), (b), (c) or (d)

Fees relating to survey of vessels and plan approvals etc

For subsequent survey (being a second or subsequent visit for vessel that has not been surveyed by classification society)	\$186.00 per hour
For survey of alterations or repairs to vessel	\$186.00 per hour
For examination and approval of plans for construction or alteration of vessel	\$186.00 per hour
Cost of travel to the vessel or operator's preferred or required location	Reasonable travel costs incurred (including travel time)

Fee description	Fee
Fees relating to loadline certificates	
Fees for loadline certificate—	
(a) issue fee	\$317.00
(b) assessment fee	\$186.00 per hour after first hour
Issue of replacement or variation of loadline certificate	\$70.00
Fees relating to exemptions and endorsements	
Application for exemption	\$135.00
Application for endorsement of certificate of competency	\$135.00

Schedule 1—Transitional provision

1—Transitional provision

- (1) The fees prescribed in respect of an application for a certificate of survey of a vessel, a certificate of operation, or for the renewal or re-validation of a certificate of competency by Schedule 1 of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013*, as substituted by these regulations, apply where the relevant certificate, renewal or re-validation is to take effect on or after 1 July 2015.
- (2) All other fees prescribed in Schedule 1 of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013*, as substituted by these regulations, apply from 1 July 2015.
- (3) Despite regulation 4—
 - (a) the fees prescribed in respect of an application for a certificate of survey of a vessel, a certificate of operation, or for the renewal or re-validation of a certificate of competency by Schedule 1 of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013*, as in force immediately before the commencement of these regulations, continue to apply where the relevant certificate, renewal or re-validation is to take effect before 1 July 2015; and
 - (b) all other fees prescribed by Schedule 1 of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013*, as in force immediately before the commencement of these regulations, continue to apply until 1 July 2015.

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 28 May 2015

No 54 of 2015

MTR/15/004

South Australia

Motor Vehicles (Fees) Variation Regulations 2015

under the *Motor Vehicles Act 1959*

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Part 1—Preliminary

1—Short title

These regulations may be cited as the *Motor Vehicles (Fees) Variation Regulations 2015*.

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 *Motor Vehicles Regulations 2010*

4—Variation of regulation 76—Fees

Regulation 76(5)—delete "clause 19(3)" and substitute:

clause 22(3)

5—Variation of regulation 84—Refund of part of license fee on eligibility for reduced fee

Regulation 84(a)—delete "clause 19(1)(c)" and substitute:

clause 22(1)(c)

6—Variation of regulation 89—Administration fee for license subject to alcohol interlock scheme conditions

Regulation 89—delete "clause 35" and substitute:

clause 38

7—Substitution of Schedule 1

Schedule 1—delete the Schedule and substitute:

Schedule 1—Fees

Part 1—Fees under *Motor Vehicles Act 1959* and these regulations

1—Interpretation

In this Part—

emergency response vehicle has the same meaning as in regulation 15;

government authorised examiner means an authorised examiner who is—

- (a) a police officer; or
- (b) an employee in the Transport Department; or
- (c) a person appointed as an authorised examiner by some public authority and approved by the Registrar;

level 1 fee means an administration fee of \$7.00;

level 2 fee means an administration fee of \$17.00;

level 3 fee means an administration fee of \$22.00;

special purpose vehicle (type O) has the same meaning as in the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*;

special purpose vehicle (type T) has the same meaning as in the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*;

Transport Department premises, in relation to an examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act, includes a place specified under section 139(1)(d) of the Act at which the motor vehicle is required to be produced for the purpose of the examination;

truck (type I) has the same meaning as in the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*.

2—Registration fee (section 24 of Act)

- (1) For registration of a heavy vehicle under section 24 of the Act for a period of 12 months—the registration fee prescribed by, or determined in accordance with, the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*.
- (2) For registration of a motor vehicle (other than a heavy vehicle) under section 24 of the Act for a period of 12 months—the following registration fee:
- | | | |
|-----|--|----------|
| (a) | a motor bike | \$39.00 |
| (b) | a trailer | \$70.00 |
| (c) | a motor vehicle propelled other than by an internal combustion engine | \$118.00 |
| (d) | a commercial motor vehicle— | |
| | (i) if the unladen mass of the vehicle does not exceed 1 000 kg and the vehicle is propelled by an internal combustion engine— | |
| | (A) having 4 cylinders or less | \$118.00 |
| | (B) having 5 or 6 cylinders | \$243.00 |
| | (C) having 7 or more cylinders | \$351.00 |
| | (ii) if the unladen mass of the vehicle exceeds 1 000 kg but does not exceed 1 500 kg | \$261.00 |
| | (iii) if the unladen mass of the vehicle exceeds 1 500 kg | \$446.00 |
| (e) | a motor vehicle (other than a vehicle referred to in paragraphs (a) to (d)) propelled by an internal combustion engine— | |
| | (i) having 4 cylinders or less | \$118.00 |
| | (ii) having 5 or 6 cylinders | \$243.00 |
| | (iii) having 7 or more cylinders | \$351.00 |
- (3) For registration of a motor vehicle under section 24 of the Act for a period of less than 12 months—the following registration fee:
- (a) in the case of registration for 1, 2 or 3 quarters—an amount equal to the product of the number of quarters for which the vehicle is to be registered multiplied by 1/4 of the relevant registration fee for 12 months (as set out in a preceding subclause) plus a surcharge of—
- (i) in the case of registration for 1 quarter—5.625% of that product; or
- (ii) in the case of registration for 2 quarters—3.75% of that product; or
- (iii) in the case of registration for 3 quarters—1.875% of that product;
- (b) in any other case—a fee equal to the product of the number of days for which the vehicle is to be registered multiplied by 1/365 of the relevant registration fee for 12 months (as set out in a preceding subclause) plus a surcharge of—

- (i) in the case of registration for less than 6 months—5.625% of that product; or
- (ii) in the case of registration for not less than 6 months but less than 9 months—3.75% of that product; or
- (iii) in the case of registration for not less than 9 months but less than 12 months—1.875% of that product.

3—Registration fee—renewal of registration under periodic payment scheme (section 24A of Act)

For renewal of registration of a motor vehicle pursuant to the periodic payment scheme under section 24A of the Act—a registration fee of an amount equal to 1/3 of the registration fee for 1 quarter for a motor vehicle of the relevant kind (determined in accordance with clause 2(3)).

4—Administration fees (sections 24 and 24A of Act)

Administration fee (payable in addition to the registration fee) for—

- | | |
|--|-------------|
| (a) initial registration or re-registration of a motor vehicle under section 24 of the Act | level 3 fee |
| (b) renewal of registration of a motor vehicle under section 24 of the Act | level 1 fee |
| (c) renewal of registration pursuant to the periodic payment scheme under section 24A of the Act | \$2.00 |

5—Conditional registration (section 25 of Act)

(1) For registration of a motor vehicle under section 25 of the Act—

- (a) in the case of—
 - (i) a heavy vehicle that is a special purpose vehicle (type O); or
 - (ii) a heavy vehicle that is a special purpose vehicle (type T) (other than an emergency response vehicle or a vehicle that is used principally for the purpose of fire fighting and is fitted with fire fighting equipment),

a fee equal to the product of the number of quarters for which the vehicle is to be registered multiplied by 1 quarter of the amount that would be the registration fee for registration of the vehicle under section 24 of the Act for the financial year in which the registration is to take effect;

- (b) in the case of a heavy vehicle that is a road train, B-double or a vehicle of a class referred to in regulation 19(f)—a fee equal to the registration fee that would be payable for registration of the vehicle under section 24 of the Act;
 - (c) in any other case—no fee.
- (2) Administration fee (payable whether or not a registration fee is payable under subclause (1)) for registration of a motor vehicle under section 25 of the Act—

- | | |
|--|-------------|
| (a) initial registration or re-registration of a motor vehicle | level 3 fee |
|--|-------------|

- (b) renewal of registration of a motor vehicle level 1 fee
- (3) If a registration fee is payable for the registration of a motor vehicle under section 25 of the Act and the period of registration is less than 12 months, a surcharge of the amount prescribed in clause 2(3) is payable in addition to the registration fee and administration fee.
- 6—Transfer of registration**
- (1) Administration fee for transfer of the registration of a motor vehicle level 3 fee
- (2) Additional fee for late payment of the fee prescribed in subclause (1) \$81.00
- 7—Cancellation of registration**
- Administration fee for cancellation of the registration of a motor vehicle level 2 fee
- 8—Duplicate certificates of registration and registration labels**
- Administration fee for the issue of a duplicate certificate of registration or duplicate registration label level 2 fee
- 9—Registration details certificate**
- Administration fee for the issue of a registration details certificate (when issued on application by the owner of the motor vehicle) level 2 fee
- 10—Permit to drive an unregistered motor vehicle**
- Administration fee for the issue of—
- (a) a permit under section 16(1)(c)(i) of the Act level 1 fee
- (b) a permit under section 16(1)(c)(ii) of the Act level 3 fee
- 11—Duplicate permit to drive an unregistered motor vehicle**
- Administration fee for the issue of a duplicate permit under section 16(12) of the Act level 2 fee
- 12—Temporary configuration certificate for heavy vehicle**
- Administration fee for the issue of a temporary configuration certificate for a heavy vehicle level 3 fee
- 13—Duplicate temporary configuration certificate for heavy vehicle**
- Administration fee for the issue of a duplicate temporary configuration certificate for a heavy vehicle level 2 fee
- 14—Number allotment**
- Administration fee for variation or amendment of the number allotted to a motor vehicle (per vehicle) level 3 fee
- 15—Number plates**
- (1) Administration fee for the issue or replacement of a single number plate, a pair of number plates or a supplementary number plate for a bike rack level 3 fee
- (2) Administration fee (payable in addition to the fee prescribed in subclause (1)) for postal delivery of a number plate or plates level 2 fee

16—Issue or reissue of trade plate

- (1) For the issue or reissue of a trade plate—
- (a) in respect of a motor vehicle that has a gross vehicle mass exceeding 4 500 kg (other than a special purpose vehicle) (*Category A*)—an annual fee of an amount equal to the fee that would be payable for registration for 12 months of a heavy vehicle that is a truck (type 1) with 2 axles and a gross vehicle mass exceeding 4 500 kg but not exceeding 12 000 kg;
 - (b) in respect of a motor vehicle that has a gross vehicle mass not exceeding 4 500 kg (other than a motor bike, trailer or special purpose vehicle) (*Category B*)—an annual fee of an amount equal to the fee that would be payable for registration for 12 months of a motor vehicle referred to in clause 2(2)(d)(i) or 2(2)(e) that has 7 or more cylinders;
 - (c) in respect of a motor bike (*Category C*)—an annual fee of an amount equal to the fee that would be payable for registration for 12 months of a motor bike;
 - (d) in respect of a trailer that has a gross vehicle mass not exceeding 4 500 kg (*Category D*)—an annual fee of an amount equal to the fee that would be payable for registration for 12 months of a trailer;
 - (e) in respect of a special purpose vehicle (*Category E*)—no fee.

If an application for the issue or reissue of a trade plate relates to more than 1 category of vehicle such that more than 1 fee becomes payable, then only the highest fee must be paid.

- (2) Administration fees (payable in addition to the fee prescribed in subclause (1))—
- (a) on application for the issue of a trade plate level 3 fee
 - (b) for allocation of a trade plate number on the issue of a trade plate (per plate) level 2 fee
- (3) Administration fee (payable in addition to the fee prescribed in subclause (1)) on application for the reissue of a trade plate level 1 fee

17—Supply of trade plate by Registrar

Administration fee for the supply of a trade plate by the Registrar level 3 fee

18—Issue of replacement trade plate

Administration fee on application for the issue of a new trade plate in lieu of a lost trade plate level 2 fee

19—Duplicate trade plate label or certificate of issue of trade plate

Administration fee for the issue of a duplicate trade plate label or duplicate certificate of issue of a trade plate level 2 fee

20—Trade plate transfer

Administration fee payable on application for the transfer of a trade plate level 3 fee

21—Trade plate surrender

Administration fee payable on surrender of a trade plate under section 70(5) of the Act level 2 fee

22—Driver's licences

- (1) For the issue or renewal of a driver's licence—
- | | |
|---|---------|
| (a) where the applicant is a person who as a result of his or her service in a naval, military or air force of Her Majesty— | \$20.50 |
| (i) is totally or permanently incapacitated; or | |
| (ii) has lost a leg or foot; or | |
| (iii) receives under the law of the Commonwealth relating to repatriation a pension at the rate for total incapacity or a pension granted by reason of impairment of his or her power of locomotion at the rate of not less than 70% of the rate for total incapacity (per year); | |
| (b) where the applicant is a concession card holder (per year) | \$20.50 |
| (c) in any other case (per year) | \$41.00 |
- (2) The licence fee for a driver's licence issued or renewed for a period other than for full years is 1 quarter of the annual licence fee for each complete 3 months of the period for which the licence is issued or renewed.
- (3) If—
- | | |
|---|--|
| (a) a person ceases to be a concession card holder; and | |
| (b) the person holds a driver's licence that was issued or renewed on payment of a reduced fee, | |
- the person must pay an additional fee of an amount that is equal to the difference between—
- | | |
|---|--|
| (c) the amount obtained by multiplying the number of complete 3 month periods in the unexpired period of the licence by 1 quarter of the annual fee paid for the issue or renewal of the licence; and | |
| (d) the amount obtained by multiplying the number of complete 3 month periods in the unexpired period of the licence by 1 quarter of the annual fee that would have been payable for the issue or renewal of the licence if the person had not been a concession card holder. | |
- (4) For the purposes of subclause (3), the unexpired period of the licence commences on the day on which the person ceases to be a concession card holder.
- | | |
|---|-------------|
| (5) Administration fee (payable in addition to the licence fee) for the issue or renewal of a driver's licence | level 2 fee |
| (6) Administration fee (payable in addition to the fee prescribed in subclause (5)) where application for the issue of a driver's licence is made more than 6 months after the expiry of a previously held licence and the applicant was not, during the whole of the period of 6 months after the expiry of the previously held licence, disqualified from holding or obtaining a driver's licence | level 3 fee |

(7) In this clause—

concession card holder means a person who—

- (a) holds—
 - (i) a State Concession Card issued by the Department for Communities and Social Inclusion; or
 - (ii) a pensioner entitlement card issued under a law of the Commonwealth; and
- (b) is entitled, as the holder of such a card, to travel on public transport in this State at reduced fares;

reduced fee means the fee payable for the issue or renewal of a driver's licence where the applicant is a concession card holder.

23—Duplicate driver's licence

Administration fee for the issue of a duplicate driver's licence that bears a photograph of the holder level 2 fee

24—Learner's permit

- (1) For the issue or renewal of a learner's permit \$41.00
- (2) Administration fee for the issue or renewal of a learner's permit (payable in addition to the permit fee) level 2 fee

25—Duplicate learner's permit

Administration fee for the issue of a duplicate learner's permit level 2 fee

26—Duplicate certificate of high powered vehicle exemption

Administration fee for the issue of a duplicate certificate of a high powered vehicle exemption level 2 fee

27—Theoretical examination

For a theoretical examination prescribed for the purposes of section 79 of the Act—

- (a) examination fee \$17.00
- (b) administration fee (payable in addition to the examination fee) level 2 fee

28—Practical driving tests conducted by government authorised examiners

For a practical driving test conducted by a government authorised examiner—

- (a) booking fee level 2 fee
- (b) test fee—
 - (i) for a test of up to, but not exceeding, 40 min duration \$48.00
 - (ii) for a test exceeding 40 min duration \$112.00
- (c) administration fee (payable in addition to the test fee) level 2 fee

29—Other practical driving tests; final assessments

Booking fee, for notice to the Registrar of— \$33.00

- (a) a practical driving test; or

- (b) a final assessment in a competence based training course for drivers of motor vehicles (other than motor bikes) undertaken in accordance with the directions of the Registrar,

to be conducted by an authorised examiner other than a government authorised examiner

30—Hazard perception tests

For a hazard perception test—

- | | |
|--|-------------|
| (a) test fee | \$12.00 |
| (b) administration fee (payable in addition to the test fee) | level 2 fee |

31—Motor bike training courses

For a motor bike training course undertaken in accordance with the directions of the Registrar—

- | | |
|--|-------------|
| (a) training course fee— | |
| (i) for basic motor bike training preparatory to obtaining a motor bike learner's permit | \$334.00 |
| (ii) for advanced motor bike training preparatory to obtaining a motor bike driver's licence | \$295.00 |
| (b) administration fee (payable in addition to the training course fee) | level 2 fee |

32—Proficiency test for motor driving instructor's licence

For a proficiency test of an applicant for a driving instructor's licence (a theory test)—

- | | |
|--|-------------|
| (a) test fee | \$62.00 |
| (b) administration fee (payable in addition to the test fee) | level 2 fee |

33—Motor driving instructor's licence

For the issue of a motor driving instructor's licence (per year)	\$95.00
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34—Duplicate motor driving instructor's licence

Administration fee for the issue of a duplicate motor driving instructor's licence	level 2 fee
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35—Appointment as authorised examiner

For appointment as an authorised examiner (other than a government authorised examiner) (per year)	\$140.00
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36—Proficiency tests for authorised examiners

- (1) For a proficiency test, required by the Registrar, of an applicant for appointment as an authorised examiner in relation to the driving of motor vehicles with a gross vehicle mass not exceeding 4.5 t—

- | | |
|--|-------------|
| (a) practical training course test (per day) | \$221.00 |
| (b) administration fee (payable in addition to the test fee) | level 2 fee |

- (2) For a proficiency test, required by the Registrar, of an applicant for appointment as an authorised examiner in relation to the driving of motor vehicles with a gross vehicle mass exceeding 4.5 t—

- | | |
|--|----------|
| (a) practical training course test (per day) | \$374.00 |
|--|----------|

(b) administration fee (payable in addition to the test fee)	level 2 fee
37—Lectures as to motor vehicle accidents and their causes	
For attendance at a lecture conducted under regulation 56	\$36.00
38—Administration fee for issue of alcohol interlock scheme licence	
Administration fee for the issue of a licence subject to mandatory alcohol interlock scheme conditions or voluntary alcohol interlock scheme conditions—for each month in the period for which the licence will be subject to alcohol interlock provisions (a part of a month being treated as a whole month)	\$16.00
39—Disabled person's parking permit	
For the issue of a disabled person's parking permit—	
(a) permit fee—	
(i) for 1 year or less	\$3.00
(ii) for 2 years	\$5.00
(iii) for 3 years	\$7.00
(iv) for 4 years	\$9.00
(v) for 5 years	\$13.00
(b) administration fee (payable in addition to the permit fee)	level 1 fee
40—Register searches etc	
(1) Administration fee for searching the register and supplying information—	
(a) for manual search of archived information (per search)	level 3 fee
(b) for manual search of current information (per search)	level 3 fee
(c) for multiple searches where separate extracts of entries are not required	level 2 fee
(d) where the applicant prepares computer input data in a form acceptable to the Registrar (per search)	level 1 fee
(2) Administration fee for an extract of an entry in the register	
	level 3 fee
41—Motor vehicle examinations	
(1) For an examination of a motor vehicle for the purposes of completion of a report under regulation 13	\$14.00
(2) A fee for an examination referred to in subclause (1) must be paid—	
(a) in the case of an examination to be carried out by an authorised officer—on the registration of the vehicle; or	
(b) in the case of an examination to be carried out by a police officer—prior to the examination.	
(3) For a basic examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act to be carried out by a person authorised by the Registrar under section 139(1) of the Act	\$33.00
(4) For a basic examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act to be carried out by a police officer	\$57.00

- | | |
|--|--|
| (5) For a basic examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act to be carried out by an authorised officer at Transport Department premises | \$57.00 |
| (6) For a basic examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act to be carried out by an authorised officer at a site other than Transport Department premises— | |
| (a) fee for call out (per site visit)—\$187.00; plus | |
| (b) fee for examination (per vehicle)—\$58.00. | |
| (7) For a comprehensive examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act to be carried out by an authorised officer | \$257.00 plus a booking fee of \$24.00 |
| (8) For a further examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act following a comprehensive examination referred to in subclause (7), to be carried out by an authorised officer | \$33.00 plus a booking fee of \$24.00 |
| (9) A fee for an examination of a motor vehicle for the purposes of section 139(1)(ab)(iii) of the Act must be paid— | |
| (a) in the case of a fee specified in subclause (3), (5) or (6)(b)—on the registration of the vehicle; or | |
| (b) in the case of a fee specified in subclause (4), (6)(a), (7) or (8)—prior to the examination. | |
| (10) If more than 1 fee becomes payable under subclauses (1) to (7) (inclusive) in respect of the examination of the same motor vehicle, only the higher or highest fee (as the case may be) must be paid. | |
| (11) A fee for an examination referred to in this clause to be carried out by a police officer must be paid to the South Australian Police Department. | |

42—Application for review of decision of Registrar

Administration fee payable on application for a review under section 98Z of the Act	level 3 fee
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43—Dishonoured cheque or debit card or credit card transactions

Administration fee payable under section 138B of the Act	level 3 fee
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44—Fees payable by insurer for emergency treatment

For the purposes of section 110(1) of the Act—

- (a) the fee payable to a medical practitioner who renders emergency treatment is a fee equal to a level 3 fee;
- (b) the fee payable to a nurse who renders emergency treatment is a fee equal to a level 2 fee;
- (c) the amount payable to a person who conveys an injured person is an amount equal to one tenth of a level 1 fee for every kilometre that the person is conveyed.

45—Fees payable in connection with service of notices of disqualification

- | | |
|---|----------|
| (1) Administration fee payable under section 139BD of the Act | \$30.00 |
| (2) Service fee payable under section 139BD of the Act | \$112.00 |

Part 2—Fees under Commonwealth *Interstate Road Transport Act 1985*

46—Interpretation

In this Part—

level 1 fee means an administration fee of \$7.00;

level 2 fee means an administration fee of \$17.00;

level 3 fee means an administration fee of \$22.00.

47—Administration fees

- | | |
|--|-------------|
| (1) Administration fee (payable in addition to the registration charge imposed by Commonwealth law) (section 9(1)(a))— | |
| (a) for registration | level 3 fee |
| (b) for renewal of registration | level 1 fee |
| (2) Administration fee to accompany notice surrendering registration (section 12(2)) | level 2 fee |

Part 3—Transitional provision

8—Transitional provision

- (1) The fees prescribed in respect of the issue or renewal of—
 - (a) the registration of a motor vehicle; or
 - (b) a learner's permit, driver's licence or motor driving instructor's licence,
 by Schedule 1 of the *Motor Vehicles Regulations 2010*, as substituted by these regulations, apply where the issue or renewal is to take effect on or after 1 July 2015.
- (2) All other fees prescribed by Schedule 1 of the *Motor Vehicles Regulations 2010*, as substituted by these regulations, apply from 1 July 2015.
- (3) Despite regulation 7—
 - (a) the fees prescribed in respect of the issue or renewal of—
 - (i) the registration of a motor vehicle; or
 - (ii) a learner's permit, driver's licence or motor driving instructor's licence,
 by Schedule 1 of the *Motor Vehicles Regulations 2010*, as in force immediately before the commencement of these regulations, continue to apply where the issue or renewal is to take effect before 1 July 2015; and
 - (b) all other fees prescribed by Schedule 1 of the *Motor Vehicles Regulations 2010*, as in force immediately before the commencement of these regulations, continue to apply until 1 July 2015.

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 28 May 2015

No 55 of 2015

MTR/15/007

South Australia

Motor Vehicles (National Heavy Vehicles Registration Fees) Variation Regulations 2015

under the *Motor Vehicles Act 1959*

Contents

Part 1—Preliminary

- 1 Short title
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- 3 Variation provisions

Part 2—Variation of *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*

- 4 Substitution of regulation 7
 - 7 Registration fees for 2015/2016 financial year

Part 3—Transitional provision

- 5 Transitional provision
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Motor Vehicles (National Heavy Vehicles Registration Fees) Variation Regulations 2015*.

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 *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*

4—Substitution of regulation 7

Regulation 7—delete the regulation and substitute:

7—Registration fees for 2015/2016 financial year

- (1) The registration fee payable for registration under section 24 of the Act, for the financial year commencing on 1 July 2015, of a motor vehicle with an MRC of more than 4.5 tonnes is the relevant amount set out in the table below.
- (2) If a motor vehicle falls within 2 or more categories of vehicle with an MRC of more than 4.5 tonnes, the registration fee payable for the registration of the vehicle is the higher or highest of the registration fees that could apply in relation to the vehicle.
- (3) A reference in the table below to a semi-trailer includes a reference to a pole type trailer.

Division 1—Load carrying vehicles

Vehicle type	2 axles	3 axles	4 axles	5 or more axles
Trucks				
Truck (type 1)	\$566	\$896	\$793	\$793
Truck (type 2)	\$896	\$1 067	\$1 067	\$1 067
Short combination truck	\$896	\$1 067	\$1 937	\$1 937
Medium combination truck	\$7 085	\$7 085	\$7 653	\$7 653
Long combination truck	\$9 778	\$9 778	\$9 778	\$9 778
Prime Movers				
Short combination prime mover	\$1 216	\$4 956	\$5 254	\$5 254
Multi-combination prime mover	\$9 878	\$9 878	\$10 866	\$10 866

Division 2—Trailers

Trailer type	Fee per axle			
	Single axle	Tandem axle group	Tri-axle group	Quad-axle group and above
Pig trailer	\$574	\$574	\$574	\$574
Dog trailer	\$574	\$574	\$574	\$574
Semi-trailer	\$574	\$574	\$574	\$574
B-double lead trailer, B-triple lead trailer or B-triple middle trailer	\$574	\$1 097	\$1 150	\$1 150
Converter dolly or low loader dolly	\$574	\$574	\$574	\$574

Division 3—Buses

Bus type	2 axles	3 axles	4 or more axles
Bus (type 1)	\$510		
Bus (type 2)	\$510	\$2 537	\$2 537
Articulated bus		\$510	\$510

Division 4—Special purpose vehicles

Special purpose vehicle (type P)	No charge		
Special purpose vehicle (type T)	\$305		
Special purpose vehicle (type O)	Calculated using the formula	381 + (381 x number of axles over 2)	

Part 3—Transitional provision**5—Transitional provision**

- (1) The fees prescribed in respect of the issue or renewal of the registration of a motor vehicle by the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*, as varied by these regulations, apply where the issue or renewal is to take effect on or after 1 July 2015.
- (2) Despite Part 2 of these regulations, the fees prescribed in respect of the issue or renewal of the registration of a motor vehicle by the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*, as in force immediately before the commencement of these regulations, continue to apply where the issue or renewal is to take effect before 1 July 2015.

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 28 May 2015

No 56 of 2015

MTR/15/007

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CITY OF CHARLES STURT

Change of Street Name

NOTICE is hereby given that the Council of the City of Charles Sturt at its meeting held on 25 May 2015, resolved that pursuant to Section 219 (1) of the Local Government Act 1999, that the name of the disconnected section of Third Street, Brompton (off Wood Avenue) be changed to Tilly Court, Brompton and the affected properties of 57 and 59 Third Street, Brompton be renumbered to 1 and 3 Tilly Court.

A plan which delineates the section of road which is subject to the change of name, together with a copy of the Council's resolution is available for inspection at the Council's Civic Centre, 72 Woodville Road, Woodville, S.A. 5011, during the hours of 9 a.m. and 5 p.m. on weekdays.

M. WITHERS, Chief Executive Officer

DISTRICT COUNCIL OF THE COPPER COAST

DEVELOPMENT ACT 1993

Better Development Plan (BDP) and General Development Plan Amendment Part 2—Public Consultation

NOTICE is hereby given that the District Council of the Copper Coast, pursuant to Sections 24 and 25 of the Development Act 1993, has prepared a Development Plan Amendment Report (DPA) to amend its Development Plan.

The Amendment will change the Development Plan by proposing to amend current zonings and zoning boundaries within the Council, including Wallaroo, Kadina and Moonta townships and amend and introduce new planning policies within the Development Plan.

The DPA report will be on public consultation from Thursday, 28 May 2015 until Friday 24 July 2015.

Copies of the DPA report are available for viewing during normal office hours at:

- Kadina Council Office at 51 Taylor Street, Kadina.
- Moonta Council Sub Office at Blanche Terrace, Moonta.
- Wallaroo Council Sub Office at 5 John Terrace, Wallaroo.
- Kadina Community Library at 1A Doswell Terrace, Kadina.

Alternatively the DPA report can be viewed on the Internet at www.coppercoast.sa.gov.au.

Submissions regarding the DPA should be submitted no later than 5 p.m. on Friday, 24 July 2015. All submissions should be addressed to the Chief Executive Officer, District Council of the Copper Coast, P.O. Box 396, Kadina S.A. 5554 and should clearly indicate whether you wish to be heard in support of your submission at the public meeting. If you wish to lodge your submission electronically (which is preferred), please email it to info@coppercoast.sa.gov.au and title the email: Response to Better Development Plan (BDP) and General DPA Part 2.

Copies of all submissions will be available for inspection at the Kadina Council Offices at 51 Taylor Street, Kadina from Monday, 27 July 2015 until the conclusion of the public meeting.

A public meeting will be held on Wednesday, 29 July at 6 p.m. at the Kadina Town Hall, 51 Taylor Street, Kadina at which time interested persons may be heard in relation to the DPA and the submissions. The public meeting will not be held if no submissions are received or if no submission makes a request to be heard.

If you would like further information about the DPA, contact Matt Dineen, Planning Officer on 8828 1200 or at info@coppercoast.sa.gov.au.

P. HARDER, Chief Executive Officer

DISTRICT COUNCIL OF MOUNT REMARKABLE

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 Telowie Ward, due to the resignation of Councillor Paul Kretschmer, which took effect from 18 May 2015.

W. HART, Chief Executive Officer

WAKEFIELD REGIONAL COUNCIL

Assignment of Road Name

NOTICE is hereby given, pursuant to Section 219 (1) of the Local Government Act 1999, that the Wakefield Regional Council at its meeting held on 25 March 2015, resolved to assign the name Coyne Court to the portion of un-named road adjoining Allotments 1, 2 and 10 in D7271 and Balaklava Road, Port Wakefield. The new name will come into effect on 1 September 2015.

C. ATKINSON, Chief Executive Officer

WATTLE RANGE COUNCIL

Appointment of Authorised Persons

NOTICE is hereby given that in accordance with the power delegated by Wattle Range Council, Peter Andrew Harriott, Chief Executive Officer has duly made the following appointments:

Name of Appointee: Elaine Wilson-Bennett.

Pursuant to (Act): Section 27 (1) of the Dog and Cat Management Act 1995.

Date of Appointment: 25 May 2015.

Revocation of Authorisation

All previous appointments made by the Wattle Range Council to John Arthur Nicholson are hereby revoked.

P. A. DUKA, Acting Chief Executive Officer

IN the matter of the estates of the undermentioned deceased persons:

Barclay, Esther Paterson, late of 15 Rosemary Street, Woodville West, of no occupation, who died on 26 January 2015.

Flinn, David William, late of 5 Clovelly Avenue, Clarence Gardens, retired salesman, who died on 7 November 2014.

Johnson, George Robert, late of Nash Street, Kapunda, of no occupation, who died on 22 January 2015.

Menzel, Robert John, late of 3 Orchard Grove, Newton, retired joiner and carpenter, who died on 5 December 2014.

Pettman, Yvonne Betty, late of 477-479 Military Road, Largs Bay, retired clerk, who died on 7 January 2015.

Vassallo, Mary Salvina, late of 66 Nelson Road, Valley View, of no occupation, who died on 27 February 2015.

Wilson, Lambert Gordon, late of 200 Fosters Road, Oakden, of no occupation, who died on 29 April 2010.

Wilson, Larry, late of 10 Morton Road, Christie Downs, retired truck driver, who died on 7 February 2015.

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 26 June 2015, 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 28 May 2015.

D. A. CONTALA, Public Trustee

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