No. 62 p. 4127



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

## PUBLISHED BY AUTHORITY

## ADELAIDE, THURSDAY, 30 OCTOBER 2025

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

## **GOVERNOR'S INSTRUMENTS**

**ACTS** 

Department of the Premier and Cabinet Adelaide, 30 October 2025

Her Excellency the Governor directs it to be notified for general information that she has in the name and on behalf of His Majesty The King, this day assented to the undermentioned Bills passed by the Legislative Council and House of Assembly in Parliament assembled, viz.:

No. 42 of 2025—Statutes Amendment (Claim Farming) Bill 2025

An Act to amend the Legal Practitioners Act 1981 and the Summary Offences Act 1953

No. 43 of 2025—Fair Work (Worker Entitlements) Amendment Bill 2025

An Act to amend the Fair Work Act 1994, and to make related amendments to the South Australian Employment Tribunal Act 2014

By command,

KATRINE ANNE HILDYARD, MP For Premier

#### APPOINTMENTS, RESIGNATIONS AND GENERAL MATTERS

Department of the Premier and Cabinet Adelaide, 30 October 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Chief Justice Christopher John Kourakis as Governor's Deputy of South Australia from 7.00am until 1.00pm on Wednesday, 5 November 2025.

By command,

KATRINE ANNE HILDYARD, MP For Premier

Department of the Premier and Cabinet Adelaide, 30 October 2025

Her Excellency the Governor in Executive Council has been pleased to appoint Jodie Mareika Carrel as a Judge of the District Court of South Australia, effective from 1 November 2025 - pursuant to section 12 of the District Court Act 1991.

By command,

KATRINE ANNE HILDYARD, MP For Premier

AGO0191-25CS

Department of the Premier and Cabinet Adelaide, 30 October 2025

Her Excellency the Governor in Executive Council has been pleased to designate the primary judicial office of President Justice Steven Peter Dolphin as being President of the South Australian Employment Tribunal from 20 March 2026 until 19 September 2026 - pursuant to section 6 of the Judicial Administration (Auxiliary Appointments and Powers) Act 1988.

By command,

KATRINE ANNE HILDYARD, MP For Premier

AGO0191-25CS

Department of the Premier and Cabinet Adelaide, 30 October 2025

Her Excellency the Governor in Executive Council has substituted the Lifetime Support Scheme Rules, noting that they will come into operation on the day on which they are made - pursuant to section 56 of the Motor Vehicles Accidents (Lifetime Support Scheme) Act 2013.

By command,

KATRINE ANNE HILDYARD, MP For Premier

T&F25-0100CS

THE LIFETIME SUPPORT SCHEME (LSS) RULES



## The Lifetime Support Authority of South Australia

The LSS Rules



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## **Preamble**

- The Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013 (SA) (the Act) establishes the Lifetime Support Authority (the LSA) and authorises the making of the Lifetime Support Scheme Rules (the LSS Rules).
- The Lifetime Support Scheme (the Scheme) provides Treatment, care and support (TCS) to people who have suffered a catastrophic injury in a Motor Vehicle Accident (see Part 2 of the LSS Rules) and who meet the eligibility criteria (and are not excluded by other provisions).

The LSS Rules cover any matter that the Act requires them to do and the matters the Act permits them to cover. The LSS Rules:

- · give content to the Scheme as authorised by the Act, and
- · provide practical processes for implementing the Scheme.
- The LSA keeps the LSS Rules under review and consults with stakeholders during review.
- The LSS Rules are statutory instruments under the Legislation Interpretation Act 2021 (SA). The LSA interprets them under that Act and the ordinary principles of statutory interpretation.
- · As a statutory decision-maker, the LSA applies the LSS Rules according to administrative law.
- In administering the Act and the LSS Rules, the LSA is not adversarial.
- If a dispute can only be resolved by recourse to the South Australian Civil and Administrative Tribunal, the LSA and its legal representative (if any) will comply with the duties of the Crown as a model litigant. (For details of the Crown's model litigant duties, refer to Legal Bulletin No. 2, 10 June 2011 – as amended from time to time)

## 1. Philosophy

- 1.1 The purpose of the LSS Rules is to facilitate the LSA's statutory function of administering the Scheme in accordance with the purposes of the Act by providing:
  - 1.1.1 Clear and efficient processes for supporting Participants;
  - 1.1.2 A clear understanding of how applications to the Scheme are assessed, as well as how Treatment, care and support (TCS) needs are assessed;
  - 1.1.3 A clear understanding of what TCS needs are offered under the Scheme;
  - 1.1.4 Clear and efficient processes for review of the LSA's decisions; and
  - 1.1.5 Recognition of the need to be responsive to Participant's individual needs and capacities.
- 1.2 As far as is practicable, the Rules are to be interpreted in a manner that is consistent with the following:
  - 1.2.1 Based on the impact of the Motor Vehicle Injury TCS is focused on supporting the Participant's health and wellbeing that has been impacted by the Motor Vehicle Injury.
  - 1.2.2 Providing necessary and reasonable TCS TCS must be necessary and reasonable, as defined by these Rules and the Act in order to be approved.
  - 1.2.3 Financial sustainability The Scheme is in place for the benefit of all South Australians now and into the future and the LSA seeks to manage the Scheme in a manner that is financially sustainable and affordable for the community –so the Scheme 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. The LSA manages the Lifetime Support Scheme Fund in accordance with the Act.
  - 1.2.4 Person-Centred Approach The LSA provides approved TCS through a Person-Centred Approach, enabling the Participant or Decision Maker or both, as the case may require, to be involved in choosing and controlling support and service arrangements within the requirements of these Rules and other relevant legislation. Early intervention to optimise long term benefits for the LSS participant and LSS is an important consideration in the LSA's person-centred approach.
  - 1.2.5 Choice and independence -The LSA supports the Participant or Decision Maker or both, as the case may require, to make or be involved in the decisions that affect their lives. This includes medical treatment, rehabilitation, supports that impact on the quality of their life, as well as assisting their participation in and contribution to social and economic life. Choice and independence can be exercised within the requirements of these Rules and other relevant legislation.
  - 1.2.6 Local Government, State, Commonwealth or other jurisdictional supports the Scheme does not pay for supports that are paid for by Local, State or Commonwealth Government

departments (or other jurisdictions/schemes) which are available to the community (wholly or in part) for which the Participant remains eligible. The Scheme may provide support, from time to time, to assist a Participant in accessing those benefits where their Motor Vehicle Injury hinders them from doing so.

### For example:

- a child Participant would receive education supports available to all children with disability and the LSA would fund additional TCS services that were needed.
- a Participant who is an NDIS Participant due to other injuries or disabilities would continue to receive support from the NDIS for that injury or disability and the LSA would fund the TCS services related to the Motor Vehicle Injuries.
- a Participant who is eligible for aged care supports would receive services and supports required due to their ageing, whilst the LSA would continue to fund supports related to the motor vehicle injuries.
- 1.2.7 Co-contribution where a Participant or Decision Maker or both, as the case may require, prefers a service that, whilst it is related to the Motor Vehicle Injury, exceeds what the LSA considers to be necessary and reasonable, the Participant or Decision Maker or both, as the case may require, may be offered the opportunity to receive the desired service by contributing the additional costs.
- 1.2.8 The LSA will be respectful of the dignity, the individuality and diversity of Participants, families and their Decision Makers.

### Editorial Notes -

(1) Irrespective of the interpretation of the various principles outlined in Rule 1.2, sections 58A of the *Civil Liability Act 1936* (SA) outlines the impact of being a Participant in the Lifetime Support Scheme on CTP settlements:

### 58A—Limitations on damages for participants in lifetime support scheme

- (1) No damages may be awarded to a person who is a participant in the Scheme under the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013 in respect of any of the treatment, care and support needs of the person, or any excluded treatment, care and support needs, as defined or determined under that Act (whether being past or future needs), that relate to the motor vehicle injury (as defined by that Act) in respect of which the person is a Participant in that Scheme and that arise (or will arise) during the period in respect of which the person is a Participant in the Scheme.
- (2) Subsection (1) applies—
  - (a) whether or not the treatment, care and support needs are assessed treatment, care and support needs under the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013; and
  - (b) whether or not the Lifetime Support Authority is required to make a payment in respect of the treatment, care and support needs concerned; and
  - (c) whether or not any treatment, care, support or service is provided on a gratuitous basis.
- (3) A reference in subsection (1) to a person who is a Participant in the Scheme under the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013 will be taken to include a reference to a person who has been an interim Participant in that Scheme (and who has received any treatment, care and support needs under that Act).

## 2. Interpretation

#### 2.1 Definitions:

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

Act means the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013 (SA). 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 (SA).

AHPRA is the Australian Health Practitioner Regulation Agency.

AMA is the Australian Medical Association.

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 a person has in assessing, prescribing, recommending or providing services.

**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 2019, Richmond, VA, USA.

Assessed Care Needs means the LSA's assessment of the Participant's TCS needs which relate to the Motor Vehicle Injury and are necessary and reasonable in the circumstances, as defined in subsection 4(1) of the Act and these Rules.

Assessor means a person appointed or engaged as an Assessor under section 30(4) of the Act.

**Assistive Technology** means products, equipment and systems that enhance learning, working and daily living for people with disabilities, and represents aids and appliances referred to in section 4(1) of the Act.

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

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

Australian Standards means standards published by Standards Australia.

**Brachial Plexus Avulsion** means avulsion of the nerve roots of the brachial plexus from the spinal cord, as assessed by an Appropriately Qualified Medical Specialist.

Brachial Plexus Rupture means a disruption of the roots, trunks or cords of the brachial plexus, as assessed by an Appropriately Qualified Medical Specialist.

Business Day means any day except Saturday, Sunday or a Public Holiday.

Calendar Day means each day of the Calendar, including Saturday, Sunday or a Public Holiday.

Certificate means a Certificate issued:

- for assessment under section 30(3) of the Act (Discharge Plans and MyPlans); or
- b. for reassessment or Review, under the Rules and section 38(5) of the Act.

Community Access Support are support services relating to the completion of daily living tasks, social activities and community participation.

**Decision Maker** means a person with legal authority to take an action or give an authorisation under the Act or LSS Rules on behalf of the Participant to whom their legal authority relates. Where used in these Rules, parent or legal guardian will imply 'Decision Maker'. The Decision Maker must take reasonable steps to involve the Participant in the decision making process.

#### Editorial Notes -

- (1) See Section 54 of the Act
- (2) Legal authority may be conferred by any lawful means, including:
  - a. Appointment by the Participant, including under a general or enduring power of attorney under the *Powers of Attorney and Agency Act 1984* (SA),
  - Appointment by SACAT as guardian (either partial, full or full with special powers) under the Guardianship and Administration Act 1993 (SA).
  - c. Appointment by SACAT as administrator under the *Guardianship and Administration Act* 1993 (SA),
  - d. Appointment under a Family Court order,
  - e. Appointment under the Advanced Care Directives Act 2013 (SA),
  - f. Appointment as guardian under a Will, where probate or letters of administration have been granted,
  - g. The parent(s) of a child (as defined by subsection 3(1) of the Act as a person under the age of 18 years).

**Discharge Plan** is the plan that usually documents a Participant's assessed TCS needs required post-discharge from an inpatient facility. It is prepared by the LSA, in consultation with the Participant and their treating team. The Discharge Plan represents the certification of TCS 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.

**Expert Review Panel (ERP)** means an Expert Review Panel constituted under Schedule 1 of the Act.

**Family** includes key people who are identified to be a member of the Participant's Family or an integral part of the Participant's close personal support network.

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™ is an assessment of a person's function conducted by a Service Provider or Service Providers who are trained in FIM™ and are credentialed through the Australasian Rehabilitation Outcomes Centre or equivalent international jurisdictions.

Fund means the Lifetime Support Scheme Fund established under Part 7 of the Act.

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.

Home Environment is the Participant's principal place of residence.

**Home Modification** is a modification to the structure, layout or fittings of the Home Environment where the Motor Vehicle Injury restricts or prevents the ability to utilise the home's standard fittings or facilities.

**In Writing** means when a notification, Certificate, letter or document is provided to the LSA, a Participant or Decision Maker by post or email.

**Interim Participant** refers to a person accepted for interim participation in the Lifetime Support Scheme, as provided for under the Act.

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.

**Lifetime Participant** refers to a person accepted for lifetime participation in the Lifetime Support Scheme, as provided for under the Act

MBS is the Medicare Benefits Schedule.

**Medical Specialist** means doctors and medical practitioners who have completed advanced education and clinical training in a specific area of medicine (their specialty area) as per the AHPRA revised list of specialties, fields of specialty practice and related specialist titles.

**Metacarpophalangeal Joint** means the joints between the metacarpal bones and the Proximal phalanges of the fingers.

**Model Litigant** means the duties of the Crown to act as a Model Litigant, as specified in Legal Bulletin No. 2, issued on 10 June 2011 by the Attorney General of the South Australian Government, as or amended from time to time.

Motor Vehicle Accident has the same meaning as the definition in section 3(1) of the Act.

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.

**Motor Vehicle Modification** is any modification to the structure or fittings of a vehicle where the Motor Vehicle Injury restricts or prevents the use of the motor vehicle without modification.

**MyPlan** is the plan that documents the Participant's assessed TCS needs and is prepared by the Participant or Decision Maker or both, as the case may require, and the LSA. The MyPlan represents the certification of TCS needs as required under section 30 of the Act.

**Offeree** means the Participant or Decision Maker provided with the offer by the LSA to enter into a Self-Directed Support Agreement.

Orthotic device means an externally applied device used to compensate for impairments of the structure and function of the neuro-muscular and skeletal systems.

Part means a Part of the LSS Rules or relevant legislative instrument.

**Participant** means a person accepted under the Act as a Participant in the Scheme (either as a Lifetime Participant or as an Interim Participant).

Participant Choice means the lawful preferences and decisions made by the Participant or their Decision Maker or both, as the case may require regarding the Participant's goals, MyPlan, choice of provider as well as TCS where relevant.

**Person-Centred Approach** is the LSA's approach in supporting Participants, that is respectful of, and responsive to the preferences, needs and values of Participants.

Pharmaceutical Products include prescribed and non-prescribed (over-the-counter) medications. Pharmaceutical Products also encompasses different mediums of Pharmaceutical Product administration including oral, intravenous and topical.

**Prosthetic device** is a device used to replace wholly, or in part, an absent or deficient limb segment. Any reference to a Prosthetic device in the Rules includes any associated componentry.

For example, socket, prosthetic joints, pylon, liner, valve, adaptor, foot.

Proximal means situated nearer to the centre of the body or the point of attachment.

Public Holiday has the same meaning as defined in the Holidays Act 1910 (SA).

**Rehabilitation** is a set of interventions designed to optimise functioning and reduce disability in individuals with motor vehicle injuries in interaction with their environment. Rehabilitation helps a Participant to be as independent as possible in everyday activities and enables participation in education, work, recreation and meaningful life roles. This includes physical, cognitive, social, emotional, vocational and education support.

Reimbursement Arrangement means an arrangement under which the LSA agrees to reimburse the Participant or Decision Maker or both, as the case may require, for the cost of already incurred necessary and reasonable TCS.

**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.

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

Review means a review of a:

- a. Dispute about non-medical matters (sections 33 and 34 of the Act) or eligibility (section 36); or
- b. determination of TCS needs (section 38).

Review Officer means those persons assigned or appointed by the Lifetime Support Authority to act as Review Officers under section 34(11) of the Act.

Rules means the Lifetime Support Scheme Rules.

Schedule of Fees refers to fees set by the LSA and published on the LSA's website.

**Scheme** refers to the Lifetime Support Scheme.

**Self-Directed Support** means treatment care and support services that an eligible Participant or Decision Maker, engages, organises and funds themselves, from an amount agreed with, and paid over to the Participant or Decision Maker by the LSA, under a Self-Directed Support Agreement.

**Self-Directed Support Agreement** means an agreement (in a form determined by the LSA) that prescribes the terms and conditions for Self-Directed Support.

**Service Order** means the document issued to Service Providers to contract for the services provided to Participants.

Service Provider means a provider providing TCS services under the *Motor Vehicle Accidents* (Lifetime Support Scheme) Act 2013 (SA).

Snellen Scale is used by eye care professionals to measure visual acuity.

**Standard Property** means a home consisting of no more than four bedrooms, on land up to, but no greater than 1,000 square metres.

**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, accessing community facilities or engaging with informal networks.

Treatment, Care and Support (TCS) means treatment, care and support authorised by the Act.

**Treatment, Care and Support needs (TCS needs)** means the needs defined in section 4(1) of the Act (that have not been excluded under subsection 4(2) of the Act) and which have been assessed as necessary and reasonable in the circumstances of an individual Participant.

**Treatment Care and Support services (TCS services)** means any service that addresses an assessed TCS need.

TCS Travel Plan means the TCS Travel Plan referred to in Part 15.

TCS Permanent International Residence Plan means the TCS Permanent International Residence Plan referred to in Part 15.

WeeFIM® is the paediatric version of the FIM™. It 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® is an assessment of a child's function conducted by a Service Provider or Service Providers who are trained in WeeFIM® and are credentialed through the Australasian Rehabilitation Outcomes Centre or equivalent international jurisdictions.

**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® 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.

Workplace Modifications are modifications to fittings of a workplace beyond the requirements of the *Disability Discrimination Act* 1992 (Cth).

2.2 The Lifetime Support Scheme Rules (the Rules) are to be read as a whole and in conjunction with the Act but to the extent there any inconsistencies, the Act will prevail.

#### Editorial Notes -

These Rules are a "legislative instrument" within the meaning of the Legislation Interpretation Act 2021 (SA).

Subsection 14(a) of the *Legislation Interpretation Act 2021* (SA) provides that, [I]n interpreting a provision of an Act or a legislative instrument, the interpretation that best achieves the purpose or object of the Act or the instrument (whether or not that purpose or object is expressly stated in the Act or instrument) is to be preferred to any other interpretation.

The principles of legislation interpretation apply to the interpretation of these Rules, including:

- a. The principle that an Act, and legislative instruments made under it, are read as a whole.
- b. The principle that to the extent there is an inconsistency between an Act, and legislative instruments made under it, the Act will prevail to the extent of the inconsistency.
- 2.3 Throughout these Rules, any reference to Treatment, Care and Support or TCS services is a reference only to Treatment, Care and Support services that, as defined by these Rules and the Act:
  - 2.3.1 are necessary and reasonable in the circumstances; and
  - 2.3.2 relate to the Motor Vehicle Injury.
- 2.4 A person is eligible to participate in the Scheme if their Motor Vehicle Accident and Motor Vehicle Injury satisfy:
  - 2.4.1 the eligibility criteria in Part 3 of the Act and Part 2 of these Rules, or
  - 2.4.2 the buy in eligibility criteria in section 6 of the Act and Part 17 of these Rules, and none of the exclusions in the Act or these Rules apply to their circumstances.

### Editorial Notes -

Part 17, Rule 2.2 incorporates the eligibility criteria of Part 2 of these Rules.

Exclusions to participation are contained in subsection 24(5) of the Act and grounds of suspension from participation are Part 1, Rule 5.2 of these Rules.

- 2.5 Words and expressions used, but not defined in these Rules, have the same meanings as in the Act.
- 2.6 The LSA may, as it thinks fit, either on its own motion or on application:
  - 2.6.1 waive compliance with a Rule (or a Part of a Rule); or
  - 2.6.2 extend or abridge any time limit in the Rules that affects a Participant, Decision Maker acting on behalf of a Participant, an Applicant, the LSA, a Review Officer, a member of an Expert Review Panel or an Assessor.

#### Editorial Notes -

Subsection 56(3)(d) of the Act authorises Part 1 Rule 2.6.

## 3. Use of 'motor vehicle' in the Rules

- 3.1 Pursuant to section 3(2) of the Act (but without derogating from the operation of section 5(2) of the Act), a reference in the Act and these Rules to a motor vehicle is a reference to:
  - 3.1.1 a motor vehicle that is subject to a policy of insurance under Part 4 of the *Motor Vehicles Act* 1959 (SA); or
  - 3.1.2 a motor vehicle which is required to be subject to a policy of insurance under Part 4 of the Motor Vehicles Act 1959 (SA) and is driven on a road; or
  - 3.1.3 a motor vehicle that is registered under a law of some other State or Territory which corresponds to the *Motor Vehicles Act 1959* (SA) (if the Motor Vehicle Accident occurred in South Australia),

but does not include a motor vehicle in relation to the use of which an action could not be brought against the nominal defendant under section 116(2) of the *Motor Vehicles Act 1959* (SA).

- 3.2 Pursuant to section 3(4) of the Act, a Motor Vehicle Injury will only be regarded as being caused by or arising out of the use of a motor vehicle that is a tractor, agricultural machine such as a quad bike, a mobile fork lift or a self-propelled lawn care machine, if:
  - 3.2.1 the relevant motor vehicle is conditionally registered under section 25 of the *Motor Vehicles Act 1959* (SA); and
  - 3.2.2 the motor vehicle is being used on a road.

## 4. Interaction with other legislative requirements

- 4.1 Pursuant to section 27(3)(c) of the Act, the following TCS needs are excluded from the operation of section 27:
  - 4.1.1 TCS that a government department or another government agency is liable to provide, or to pay for; or

4.1.2 TCS 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.

## 5. Suspension of participation

- 5.1 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.
- 5.2 The LSA may suspend a Participant (whether lifetime or interim) if any of the following defaults occur:
  - 5.2.1 the Participant is convicted of fraud in connection to decisions relating to eligibility or TCS expenses; or
  - 5.2.2 the Participant or Decision Maker or both, as the case may require, fails to provide consent, impacting the LSA's ability to undertake assessments; or
  - 5.2.3 the Participant or Decision Maker or both, as the case may require, fails to comply with a requirement to provide information for the LSA's decision-making or functions in relation to the Participant's TCS or eligibility; or
  - 5.2.4 the Participant fails to comply with a requirement to undergo a medical examination or a requirement to undergo a needs assessment for the purpose of determining eligibility or TCS needs or the Decision Maker, if relevant, fails to permit or assist the Participant to comply with either requirement; or
  - 5.2.5 the Participant or Decision Maker or both, as the case may require, fails to participate or cooperate with assessments required for the MyPlan process or assessments required for the delivery of the TCS services contained within the Participant's MyPlan; or
  - 5.2.6 the Participant commences to reside internationally without complying with the requirements of Part 15 Temporary International Travel and Participants Living in International Locations.
- 5.3 The LSA will provide the Participant or Decision Maker or both, as the case may require, 28 Calendar Days notice In Writing (the notice period) of its intention to suspend.
- 5.4 The notice must specify:
  - 5.4.1 The default giving rise to the intended suspension; and
  - 5.4.2 The steps, if any, the Participant or Decision Maker or both, as the case may require, must take in order to rectify the default during the notice period.
- 5.5 During the suspension, the Participant or Decision Maker or both, as the case may require, may make good the default. In order for the suspension to be lifted, the Participant or Decision Maker or both, as the case may require, must inform the LSA, In Writing, of the rectification and if relevant provide documentary evidence.
- 5.6 The LSA must evaluate the evidence of rectification provided under Rule 5.5 and:
  - 5.6.1 If the LSA is satisfied that rectification has occurred:

- 5.6.1.1 The suspension will be taken to have ended on the day that the LSA received the written communication referred to in Rule 5.6; and
- 5.6.1.2 The LSA will notify the Participant or Decision Maker or both, as the case may require, In Writing, that the suspension has ended.
- 5.6.2 If the LSA is not satisfied that rectification has occurred:
  - 5.6.2.1 The LSA must notify the Participant or Decision Maker or both, as the case may require, In Writing, that it is not satisfied and the reasons why; and
  - 5.6.2.2 What further action, if any, the Participant or Decision Maker or both, as the case may require, may take to make good the default.
- 5.7 Participants will not be suspended from the Scheme if they reside outside Australia, provided the requirements under Part 15 Temporary International Travel and Participants Living in International Locations are satisfied.
- 5.8 In accordance with subsection 28(6) of the Act, the LSA is not liable to pay for any TCS or service provided during the period of the suspension.

#### Editorial Notes -

Subsection 28(6) of the Act authorises Part 1 Rule 5.8. A Participant is not entitled to recover from the LSA any costs incurred during the period of suspension.

- 5.9 A suspended Participant remains a LSS Participant during the period of suspension.
- 5.10 Suspension will run until the Participant rectifies the default or participation ceases due to death.

### Editorial Notes -

Section 58A of the *Civil Liability Act 1936* (SA) outlines the impact of being a Participant in the Lifetime Support Scheme on CTP settlements.

## 6. Use of interpreters in interactions with Participants or Decision Makers

- 6.1 Interpreters accredited by National Accreditation Authority for Translators and Interpreters (NAATI) should be used if an interpreter is required.
- 6.2 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 or Decision Maker or both, as the case may require, or applicant, such as a Family member, carer or support person, cannot act as an interpreter.

## 7. Sending documents to or from the LSA

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

Lifetime Support Authority PO BOX 1218 Adelaide SA 5000

- 7.2 It is also possible to send documents to the LSA via its email address, which is <a href="mailto:lifetime.support@sa.gov.au">lifetime.support@sa.gov.au</a>.
- 7.3 Documents sent to the LSA via its email address will be taken to be received on the same day as they were sent, or on the next Business Day if sent on a Saturday, Sunday or Public Holiday.
- 7.4 Documents sent to or from the LSA via mail will be taken to be received six Business Days after the date they were posted.

## 8. Documentation and other supporting material

8.1 Except for the Application Form, the Participant, Decision Maker or Applicant should only submit copies of documents to the LSA, not original documents.

## 9. Medical documentation

- 9.1 Any medical documentation:
  - 9.1.1 provided to the LSA with an application, must clearly state the Applicant's name and date of birth, and be identifiable as information relevant to the application process; or
  - 9.1.2 provided to the LSA at any other time must clearly state the Participant's name and date of birth.
- 9.2 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.

## 10. Approved providers

- 10.1 Section 29 of the Act provides for the LSA to approve specified persons or persons of a specified class to provide TCS or services ("approved providers").
- 10.2 For the purposes of s29 of the Act, approved providers are:
  - Medical practitioners (as defined by s3 of the Act).
  - b. Health professionals (as defined by s3 of the Act).
  - Persons or organisations currently registered by the LSA to provide TCS services and other services under s4 of the Act.
  - d. Service Providers engaged as Assessors under s30(4) of the Act.
- 10.3 The LSA reserves the right to, consistent with its responsibilities under the Act:
  - a. Approve a provider at any time, subject to the provider satisfying the LSA's requirements.

- b. Remove an approved provider.
- Impose limits or conditions on the LSA's funding of services provided by an approved provider or a group of approved providers.
- d. Investigate, review the performance of, or audit approved providers from time to time.
- e. Investigate, review the performance of, or audit a provider who is not approved in the following circumstances:
  - i. When previously an approved provider, for the purposes of reviewing quality, safety or invoicing practices in relation to services previously funded under the Scheme; or
  - ii. As part of the process to approve a provider.
- f. Impose conditions on approved providers that permit information to be provided to the LSA regarding a provider's compliance and performance, from other organisations, Government agencies or Schemes.
- Subject to section 48(2) of the Act, the South Australian Cabinet's Information Privacy Principles Instruction (the IPPs), and the terms of any contract with a provider, the LSA may disclose information regarding a provider's compliance and performance with other organisations, Government agencies or Schemes.

#### **Editorial Notes -**

The LSA may disclose or receive information in relation to a provider with relevant Commonwealth, State and Territory authorities (including the National Disability Insurance Agency, NDIA Quality and Safeguards Commission, AHPRA, Department for Child Protection, Aged Care Quality and Safety Commission, personal injury schemes, etc.) or other organisations, where required to manage quality and safety issues in the conduct of its business operations or when legislatively required to do so.

- 10.5 If an approved provider is removed, they are no longer an approved provider. The LSA reserves the right to approve a provider again, at a later date.
- 10.6 A Participant or Decision Maker or both, as the case may require, may choose a provider to provide TCS services from the list of approved providers, subject to the services being approved by the LSA as being necessary and reasonable.
- 10.7 An approved provider must:
  - a. Charge no more than the LSA's Scheduled Fees, where published on the LSA's website, unless the LSA has agreed otherwise.
  - b. Comply with invoicing and contractual requirements, where relevant.
  - c. Provide services in accordance with LSA Service Orders, where relevant.
  - d. Comply with relevant State and Commonwealth legislative requirements.

## 11. Legal representation for Disputes

11.1 If the Participant/ Decision Maker/Applicant has legal representation in respect of any Dispute, the LSA will send copies of any document required to be sent to the Participant/ Decision Maker/ Applicant to their legal representative.

## Participant/Decision Maker/Applicant access to documents – Disputes

- 12.1 If a Participant/Decision Maker/Applicant has applied for a determination in a Dispute to a Review Officer, or referred a Dispute/Review to an Expert Review Panel, they are entitled to:
  - 12.1.1 view and receive a copy of all assessment documents held by the LSA in relation to the Dispute;
  - 12.1.2 make submissions In Writing about any aspect of the Dispute or issues in Dispute which will be forwarded to the Review Officer or Expert Review Panel; and
  - 12.1.3 receive the determination In Writing issued by the Review Officer, or the Certificate issued by the Expert Review Panel.

## 13. Corrections of obvious errors in determinations/Certificates

- 13.1 If a party considers that an Assessor, a Review Officer or an 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 Calendar Days of the date on the determination/Certificate.
- 13.2 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.
- 13.3 The LSA will forward this request to any other party within seven Calendar Days of receipt, after which time that party has seven Calendar Days in which to make a submission to the LSA on the application to have the error corrected.
- 13.4 The Assessor/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, it is to be titled as a replacement determination/Certificate and will supersede the previous determination/Certificate.

## 14. Privacy and confidentiality/release of information

- 14.1 Subsection 48(1) of the Act authorises the LSA to disclose or release:
  - 14.1.1 information concerning the TCS needs of Participants (including the expenses that are paid or payable by the LSA under the Scheme in relation to those needs) to such persons, and subject to such conditions, as the LSA thinks fit; and
  - 14.1.2 other information under an authorisation (if any) prescribed by the regulations.

#### **Editorial Notes -**

For "other information" refer to Regulation 5 of the *Motor Vehicle Accidents (Lifetime Support Scheme) Regulations 2014* (SA).

- 14.2 The LSA is an agency to which the IPPs apply.
  - 14.2.1 In addition to any other condition imposed under Rule 14.1,1 it will be a condition of all disclosures or releases of information under subsection 48(1) of the Act that the person or body to whom the information is disclosed or released, will comply with the IPPs.

### **Editorial Notes -**

The IPPs can be found on the Department of the Premier and Cabinet website as Circular PC012 'Information Privacy Principles".

## 15. Commencement date

- 15.1 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
- 15.2 The updated version of the Rules will apply to all decisions made regarding Applicants and Participants from the date of commencement of the Rules, unless otherwise provided for in the Rules.

## 1. Preliminary

1.1 For the purpose of this Part, any reference to motor vehicle is that defined in Part 1 Rule 3 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. In addition to the requirements outlined in Part 1, Rule 3 of these Rules, 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 and 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, unless otherwise provided for in these Rules.

### Injury criteria for spinal cord injury

- 3.3 The injury 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.

## Injury criteria for traumatic brain injury

- 3.4 The injury criteria for traumatic brain injury are:
  - 3.4.1 For adults and children over eight years of age, a traumatic brain injury with:
    - a. a recorded Post-Traumatic Amnesia (PTA) of seven Calendar 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 traumatic brain injury.

- 3.4.2 For children aged three to eight years of age, a traumatic brain injury with:
  - a Glasgow Coma Scale (GCS) of less than nine (assessed post resuscitation or on admission to Accident and Emergency) and/or PTA of seven Calendar 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 of 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.

### Injury criteria for amputations

- 3.5 The injury 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 Limb amputation:
      - a. of the upper limb Proximal to the first Metacarpophalangeal Joint of the thumb and the index finger; or
      - b. of the lower limb Proximal to the ankle.

or

3.5.1.2 A Brachial Plexus Avulsion or rupture with an impairment equivalent to an eligible upper limb amputation.

## Injury criteria for burns

- The injury criteria for burns (as evidenced by a burn impact of 50 points or more on the Greenwood Burns Scale or similar clinically accepted assessment) are:
  - 3.6.1 full thickness burns to at least 40 per cent of the body or in the case of children aged 16 and under, 30 per cent 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 Rules 3.6.1, 3.6.2 or 3.6.3 of this Part 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 the 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 the 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.

### Injury criteria for permanent blindness

- 3.7 The injury criteria for blindness are:
  - 3.7.1 Permanent legal blindness as demonstrated by:
    - Visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or
    - 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
    - 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:
  - 4.1.1 must be made no later than three years from the date of the relevant Motor Vehicle Accident:
  - 4.1.2 should be made as soon as practicable once it is clinically apparent that the person has an Eligible Injury:
  - 4.1.3 must be made on the form published on the LSA's website (as updated from time to time);
  - 4.1.4 must be made by a person authorised by the Act to make an application;
  - 4.1.5 must give the LSA authorisation to obtain and disclose information and documents relevant to the injury, Motor Vehicle Accident and motor vehicle;
  - 4.1.6 must be signed by a person authorised by the Act to make an application;
  - 4.1.7 must attach all required information reasonably able to be obtained.
- 4.2 If the application 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.

- 4.3 Where the insurer or nominal defendant is the Applicant, the insurer or nominal defendant must pay for and provide the medical assessment reports required to determine eligibility.
- 4.4 In exceptional circumstances, the LSA may extend the time limit to make an application by up to two years, but the total time limit must not exceed an aggregate of five years from the date of the relevant motor vehicle accident (section 25(7) of the Act).

#### Editorial Notes -

Subsections 25(7) and 56(3)(d) of the LSS Act authorise Part 2 Rule 4.1.1 and Part 2 Rule 4.4.

- 4.5 For the purposes of Part 2, Rule 4.4, exceptional circumstances include, but are not limited to consideration of the following factors:
  - 4.5.1 The LSA's assessment of the certainty of causation and extent of severity of the injury to the relevant Motor Vehicle Injury; and
  - 4.5.2 The LSA's assessment that a full and satisfactory explanation has been provided regarding the factors that have prevented an application being submitted within time or the person engaging in required assessments; and
  - 4.5.3 The LSA's assessment of prejudice to other relevant parties.
- 4.6 An Applicant must comply with any reasonable request by the LSA (including requests for information to support decision-making about eligibility) to supply specified additional information or provide authorisation for the LSA to obtain specified additional information.

## **Editorial Notes –**

Subsection 56(3)(d) of the LSS Act authorise Part 2 Rule 4.6.

- 4.7 Such information includes, but is not limited to:
  - 4.7.1 the South Australia Compulsory Third Party (CTP) Injury Claim Form (if it has been completed) or other personal injury claim forms;
  - 4.7.2 ambulance or air ambulance/retrieval records;
  - 4.7.3 hospital records;
  - 4.7.4 treating doctor's reports;
  - 4.7.5 past medical, employment or school records;
  - 4.7.6 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;
  - 4.7.7 records held by insurance companies including RTWSA; or
  - 4.7.8 police reports.
- 4.8 The LSA will acknowledge all applications In Writing within 14 Calendar Days of receipt.

## 5. Timing of FIM™ or WeeFIM® assessments – application to Scheme

- 5.1 The FIM™ or WeeFIM® assessment must be conducted within two months (before or after) of the date of the 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. The LSA's determination

- 6.1 The LSA shall determine whether to:
  - 6.1.1 accept a person as a Participant and if so, whether they will be accepted as an Interim Participant, or as a Lifetime Participant (regardless of whether the Applicant stated that they sought acceptance as either type of Participant);
  - 6.1.2 not accept a person as a Participant, either as an Interim or Lifetime Participant;
  - 6.1.3 extend interim participation;
  - 6.1.4 suspend a Participant; or
  - 6.1.5 when making a lifetime participation decision for an Interim Participant, defer making a decision until the injury has stabilised sufficiently.
- 6.2 The LSA will make its determination as soon as practicable, taking into account:
  - 6.2.1 the information on the Application Form;
  - 6.2.2 any information attached to the Application Form;
  - 6.2.3 any additional information that the LSA may request in order to make its determination.
- 6.3 The Applicant will receive the LSA's determination In Writing, including reasons for the decision and, if applicable, information about the LSA's process for resolving Disputes.

## 7. Interim participation timeframes

- 7.1 Rule 7 applies to an Applicant accepted as an Interim Participant.
- 7.2 In accordance with subsection 26(4) of the Act, the LSA shall accept as a Lifetime Participant, an Applicant initially accepted as an Interim Participant, if the LSA becomes satisfied that the person is eligible to be a Lifetime Participant.
- 7.3 Subject to the other provisions of Part 2 Rule 7, a Participant should not remain an Interim Participant for more than two years from the date they were first accepted as an Interim Participant, including any period of suspension.

7.4 Subject to Part 2, Rule 7.5 and in accordance with subsection 26(7) of the Act, the maximum period for interim participation, including any period of suspension, is three years from the date they were first accepted as an Interim Participant.

### **Editorial Notes -**

Subsection 26(7) of the Act authorises the LSS Rules to include Rules relating to the period for interim participation.

- 7.5 The LSA may extend the interim participation period outlined in Part 2, Rules 7.3 and 7.4 if:
  - 7.5.1 the person is engaged in legal proceedings relating to their status under the *Return to Work Act 2014* (SA); or
  - 7.5.2 it considers it necessary to do so, on the advice of an Appropriately Qualified Medical Specialist; or
  - 7.5.3 the LSA is satisfied, at its sole discretion, that exceptional circumstances exist, which include but are not limited to:
    - 7.5.3.1 A child Participant with a traumatic brain injury who is less than six years of age;
    - 7.5.3.2 A child Participant with a traumatic brain injury who is between the ages of six and 18 years of age, and the lifetime impact of the impairment is not apparent;
    - 7.5.3.3 The Interim Participant is suspended;
    - 7.5.3.4 There is insufficient contemporaneous evidence to make a lifetime participation decision, and the Participant has not cooperated in undertaking the assessments required by the Lifetime Support Authority to make the lifetime participation decision.
- 7.6 Interim participation may be extended on more than one occasion.
- 7.7 The LSA may make a decision regarding lifetime participation at any time where the LSA determined the lifetime impact of the impairment is apparent.

## 8. Timing of assessments – Interim Participant

- 8.1 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 no more frequently than six monthly intervals. The LSA will notify the Participant or Decision Maker or both, as the case may require, In Writing that an eligibility assessment is required for the LSA to make an eligibility decision.
- 8.2 If, as a result of the eligibility assessment, the LSA decides that the Participant is no longer eligible for the Scheme, then participation ceases from the date specified in the written notification from the LSA to the Participant or Decision Maker or both, as the case may require. This notification must be In Writing and accompanied by information regarding the eligibility Disputes process.

8.3 Where the decision of the LSA, that the Interim Participant is no longer eligible, is disputed in accordance with sections 33 to 37 of the Act, the person will be deemed to be an Interim Participant until the Dispute is resolved.

## 9. Request for lifetime participation

- 9.1 An Interim Participant or Decision Maker or both, as the case may require, 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.
- 9.2 The LSA will notify the eligible person and any other interested party if any additional information is required, including the requirement for the Participant to undergo relevant medical assessments.

## 10. No request for lifetime participation

- 10.1 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.
- 10.2 If a Participant or Decision Maker or both, as the case may require, does not request the LSA to make the Participant a Lifetime Participant at least 90 Calendar Days prior to the expiration of the 2 years that a person should be an Interim Participant, the LSA may consider their lifetime participation eligibility, unless
  - 10.2.1 the person has been granted an extension to 3 years under Part 2, Rule 7.4, or
  - 10.2.2 the person has been granted an extension under Part 2 Rule 7.5.
- 10.3 If the person has been granted an extension under either Part 2, Rule 7.4 or Part 2 Rule 7.5, then If the Participant or Decision Maker or both, as the case may require, does not request the LSA to make the Participant a Lifetime Participant at least 90 Calendar Days prior to the expiration of the extended period, the LSA may consider their lifetime participation eligibility.
- 10.4 If relevant medical assessments are required to determine eligibility, the Participant is required to undergo relevant medical assessments identified by the LSA.
- 10.5 If a Participant or Decision Maker or both, as the case may require, refuses to engage with the process set out in this Part, the LSA may suspend the Participant.

## 11. Timing of FIM™ or WeeFIM® assessments – lifetime participation

- 11.1 The FIM™ or WeeFIM® assessment must be conducted:
  - 11.1.1 within two months (before or after) of the date of a request from a Participant or Decision Maker; or
  - 11.1.2 when the LSA requires it,

in order to make an eligibility determination. The most recent assessment will be used.

## PART 3 – Rules for Disputes about Eligibility for Participation

## 1. Preliminary

- 1.1 This Part applies in relation to a Dispute or proceedings under Part 5 Division 1 and 2 of the Act.
- 1.2 The LSA shall conduct itself as a Model Litigant in Dispute matters.

## 2. Lodging a dispute application

- 2.1 A Dispute application must be made to the LSA In Writing and can be in the form of a letter or email, or submitted via the LSA website.
- 2.2 The Dispute application must include:
  - a. the Dispute Applicant's name, address and contact details;
  - b. a clear statement that the LSA's decision is disputed;
  - c. detailed reasons why the LSA's decision is disputed; and
  - d. any information or relevant reports.
- 2.3 If the Dispute Applicant does not provide the above information, then the LSA may request that information is provided to the LSA before the Dispute application can proceed to assessment.
- 2.4 The LSA will send an acknowledgement of the Dispute application In Writing to the sender within 14 Calendar Days of receipt.
- 2.5 A copy of the Dispute application will be provided to any other interested party within 14 Calendar Days of receipt, after which time that party has 14 Calendar Days in which to apply to become a party to the Dispute and make a submission to the LSA on the Dispute 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 connection with the Dispute 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 Calendar Days; and
  - 3.1.2 process the Dispute application without the information, but only after the stated time above has passed for the submission of the information.

### PART 3 – Rules for Disputes about Eligibility for Participation

- 3.2 The LSA may obtain any relevant information as required.
- 3.3 The LSA may contact any of the Dispute Applicant's treating health practitioners or Service Providers to clarify the issues in dispute or to assist with obtaining information relevant to the Dispute.
- 3.4 At any stage during the Dispute, the LSA may contact any of the Dispute 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 (where relevant);
  - 4.1.3 have an 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 In Writing (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 33 (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.

## PART 3 - Rules for Disputes about Eligibility for Participation

- 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 determination In Writing with reasons for the decision outlined in plain English within 14 Calendar Days from completion of Review proceedings. The LSA will provide the parties with these reasons.
- 6.4 Under section 35 of the Act such a determination of a Review Officer may be appealed to the South Australian Civil and Administrative Tribunal.

# 7. Disputes about eligibility

- 7.1 A Dispute application must be received by the LSA within six months of receipt of the LSA's decision on eligibility In Writing.
- 7.2 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:
  - 7.2.1 by or on behalf of an Applicant; or
  - 7.2.2 by an insurer; or
  - 7.2.3 by the nominal defendant.

# 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 The Expert Review Panel's procedures will be in accordance with Schedule 1 of the Act and the ERP Guidelines issued by the Minister.
- 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.

# 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 TCS 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 TCS 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 TCS services included in the bed day fee when the Participant is an inpatient will not be paid for separately.
- 2.3 TCS needs are defined in section 4 of the Act to include:
  - a. medical treatment, including pharmaceuticals;
  - b. dental treatment;
  - c. rehabilitation;
  - d. ambulance transportation;
  - e. respite care;
  - attendant care and support services;
  - g. aids and appliances;
  - h. prostheses;
  - i. education and vocational training;
  - i. home and transport modification;
  - k. workplace modification;
  - I. such other kinds of TCS or services as may be prescribed by the regulations; and

- such other kinds of TCS or services as may be determined by the LSA (either generally, for specified classes of cases, or for a particular person).
- 2.4 The LSA may, in limited circumstances, determine funeral services to be within the ambit of Rule 2.3 (m) above.
- 2.5 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 TCS or 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 the Participant or Decision Maker or both, as the case may require, Service Providers and other authorities to facilitate access to such services where there may need to be congruence with TCS or services funded by the LSA.

# 3. 'Necessary and reasonable' criteria

- 3.1 TCS will be dealt with on an individual basis and decided taking into account the 'necessary and reasonable' criteria outlined below.
- 3.2 If a specific service (incorporating TCS or items of Assistive Technology) is not the subject of a specific Rule in these Rules, the LSA may pay the costs of that service, if it is determined by the LSA to be necessary and reasonable in the circumstances.
- 3.3 In determining whether TCS is 'necessary and reasonable' the LSA will consider a number of factors, including the following:
  - a. benefit to the Participant;
  - b. appropriateness of the service;
  - c. appropriateness of the provider;
  - d. cost effectiveness; and
  - e. relationship of the services to the injuries sustained in the accident.
- 3.4 Each of these factors involves several considerations, detailed below. No one consideration is determinative or required.

#### **Benefit to the Participant**

- 3.5 The 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 is expected to assist the Participant in achieving their goals;
  - 3.5.2 the outcome of the service is expected to progress or maintain the Participant's functional capability or participation;
  - 3.5.3 it is a service or related service which has been provided in the past with positive results or outcomes;
  - 3.5.4 the service has a specific goal or goals, and expected duration and expected outcome/s; and
  - 3.5.5 any potential risk is sufficiently offset by the expected benefits from providing the service.

## Appropriateness of service

- 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 that is required as a result of the Motor Vehicle Injury;
  - 3.6.2 it relates to the Participant's goals in the MyPlan (if relevant);
  - 3.6.3 it is consistent with current clinical practice, evidence-based practice or clinical rules;
  - 3.6.4 a similar service is not already being provided to the Participant;
  - 3.6.5 there is evidence acceptable to the LSA 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;
  - 3.6.8 the service is not, in the course of ordinary circumstances, paid for by Local, State and Commonwealth Governments (or other jurisdictions/schemes) as benefits available to the community (wholly or in part) and the Participant remains eligible for; and

#### For example:

- a child Participant would receive education supports available to all children with disability and the LSA would fund additional TCS services that were needed.
- a Participant who is an NDIS Participant due to other injuries or disabilities would continue to receive support from the NDIS for that injury or disability and the LSA would fund the TCS services related to the Motor Vehicle Injuries.
- A Participant who is eligible for aged care supports would receive services and supports required due to their ageing, whilst the LSA would continue to fund supports related to the motor vehicle injuries.
- 3.6.9 it is new or innovative, there is sufficient rationale for offering it and measures exist to quantify its outcomes.
- 3.7 Where a Participant or Decision Maker or both, as the case may require, prefers a service that, whilst it is related to the Motor Vehicle Injury, exceeds what the LSA considers to be necessary and reasonable, the Participant or Decision Maker or both, as the case may require, may be offered the opportunity to receive the desired service by contributing the additional costs.

## Appropriateness of provider

- 3.8 The proposed Service Provider will be considered by the LSA to be appropriate if they are:
  - 3.8.1 qualified and appropriately experienced to provide the service;
  - 3.8.2 registered with the LSA (if applicable);
  - 3.8.3 appropriate considering the Participant's age, ethnicity and any cultural and linguistic factors;

- 3.8.4 it is consistent with Participant or Decision Maker or both, as the case may require, choice;
- 3.8.5 expected to be found acceptable by the Participant or Decision Maker or both, as the case may require; and
- 3.8.6 readily accessible by the Participant.

## **Cost effectiveness**

- 3.9 The proposed service will be considered by the LSA to be cost effective if:
  - 3.9.1 consideration has been given to the long-term compared to the short-term benefits, taking into account evidence-based practice, clinical experience and costs;
  - 3.9.2 the cost of the proposed service is comparable to those charged by providers in the same geographical area or clinical area;
  - 3.9.3 the service is required because other services or Assistive Technology are not available or not appropriate;
  - 3.9.4 lease or rental costs of Assistive Technology or modifications have been considered in comparison to purchase costs; and
  - 3.9.5 any realistic alternatives to purchasing Assistive Technology/modifications have been considered, including the impacts of technology advances and changes to Participant's needs over time.

## Relationship to motor vehicle injuries

- 3.10 The proposed service will be considered by the LSA to be directly related to the motor vehicle injuries if:
  - 3.10.1 there is sufficient evidence to demonstrate that the service relates to the motor vehicle injuries including exacerbation of pre-existing injuries or conditions; and
  - 3.10.2 the impact of time since injury, previous and subsequent injuries, ageing, other disabilities and co-morbidities have been taken into account.

# 4. Treatment, care and support service funding exclusions

- 4.1 The LSA or these Rules may place limits, terms or conditions on the provision of particular TCS services. The LSA may determine such limits, terms and/or conditions from time to time and publish any such determination in the Gazette or on its website.
- 4.2 The LSA may determine not to pay for TCS services that are not provided in a manner consistent with the LSA's limits, terms or conditions.
- 4.3 The LSA will not pay for TCS costing more than the maximum amount for which the LSA is liable in respect of:
  - 4.3.1 any claim for fees for services not provided at public hospitals, as published by the Minister in the Gazette under subsection 41(3) of the Act;

- 4.3.2 services or expenses that are not TCS under the scope of the Act, in particular under subsection 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.
- 4.4 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).
- 4.5 The LSA will not pay for experimental or non-established treatment where the LSA is not satisfied that:
  - 4.5.1 peer reviewed journal articles demonstrate efficacy;
  - 4.5.2 interventions are widely supported by practitioners in the field;
  - 4.5.3 interventions have progressed past the early stages of clinical trial; or
  - 4.5.4 there is an MBS item number (for medical treatment, procedures and surgery).
- 4.6 The LSA will not provide TCS for any complications arising out of any experimental or nonestablished treatment that is undertaken without the LSA's approval.

# PART 5 – Treatment, Care and Support Needs Assessments

## 1. Preliminary

- 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 TCS needs is interactive and ongoing. This allows for the accurate assessment of and fluctuations in a Participant's TCS needs, and the ability to increase or decrease services where this is necessary and reasonable.

# 2. Procedures for assessing Treatment, care and support needs

- 2.1 The LSA will collaborate with a Participant or Decision Maker or both, as the case may require, and Service Providers to assess the Participant's TCS needs.
- 2.2 Necessary and reasonable TCS 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 a Participant or Decision Maker or both, as the case may require, and their Family;
  - 2.3.2 health professionals working in acute care, Rehabilitation, 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 Assessors engaged by the LSA.
- 2.4 The LSA may request further information from the Participant or Decision Maker or both, as the case may require, or Service Providers to enable accurate assessment of TCS needs.
- 2.5 The LSA may appoint Assessors or engage other Service Providers to obtain additional relevant information to assist with planning TCS.
- 2.6 Participants, Decision Makers, Assessors or other Service Providers must give the LSA relevant documentation to assist with assessment and planning of TCS services. The LSA may seek further clarification and documentation from the Participant or Decision Maker or both, as the case may require, Assessor or other Service Provider if necessary.

### PART 5 – Treatment, Care and Support Needs Assessments

## 3. LSA to require assessment

- 3.1 To assess the Participant's necessary and reasonable TCS needs, the LSA may require the Participant to undergo a medical examination or other assessment by a health professional or other Appropriately Qualified person.
- 3.2 The LSA may require an assessment to determine whether the Participant's TCS needs have changed at any time.
- 3.3 The LSA may require an assessment to determine to what extent the Participant's needs are directly related to the Motor Vehicle Injury or Motor Vehicle Accident.
- 3.4 If the Participant or Decision Maker or both, as the case may require, fails to comply with a requirement in Rule 3.1 of this Part without reasonable excuse, the Participant may be suspended from the Scheme until compliance is achieved, as outlined in Part 1 of these Rules.

## 4. Discharge Plan

- 4.1 A Participant's assessed TCS needs during and following discharge from a hospital inpatient stay will be documented in the Participant's Discharge Plan.
- 4.2 The Discharge Plan includes the necessary and reasonable TCS 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 or Decision Maker or both, as the case may require, 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 TCS needs.

# 5. MyPlan

- 5.1 A Participant's assessed TCS 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 TCS 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 or Decision Maker or both, as the case may require, will be provided with their MyPlan, In Writing, from time to time, with information on the LSA's process for reviewing an

## **PART 5 – Treatment, Care and Support Needs Assessments**

assessment of their TCS needs. The Participant or Decision Maker or both, as the case may require, will also be able to access the MyPlan at any time through the LSA website.

## PART 6 – Treatment and Rehabilitation

# 1. Preliminary

- 1.1 This Part applies in relation to services under subsection 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 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. Hearing Impairment

- 3.1 The LSA will pay or contribute to the necessary and reasonable cost of hearing related Assistive Technology and services, based on assessed need and, to the extent of the hearing impairment that is assessed by an ear, nose and throat specialist or other Appropriately Qualified Medical Specialist, the need is a direct result of the Motor Vehicle Accident.
- 3.2 To determine whether a Participant's need for hearing Assistive Technology is necessary and reasonable in the circumstances, the following information is relevant:

#### **PART 6 – Treatment and Rehabilitation**

- 3.2.1 information about pre-existing or subsequent medical conditions related to the hearing impairment that affect whether a treatment or Rehabilitation need is related to the Motor Vehicle Accident;
- 3.2.2 information from an ear, nose and throat specialist or other Appropriately Qualified Medical Specialist as to the likely cause of the presenting hearing impairment need;
- 3.2.3 if the Participant has pre- or co-existing medical conditions that may impact on their needs for or, in connection with, the hearing impairment; and
- 3.2.4 clinical assessments and reports relating to the treatment of the hearing impairment.

## 4. Vision Impairment

- 4.1 The LSA will pay for the necessary and reasonable cost of prescribed corrective spectacles or contact lenses, based on the assessed need and, to the extent of the impairment of vision that is assessed by an ophthalmologist, the need is as being a direct result of the Motor Vehicle Accident.
- 4.2 To determine whether a Participant's need for corrective spectacles or contact lenses is necessary and reasonable in the circumstances, the following information is relevant:
  - 4.2.1 information about pre-existing or subsequent medical conditions related to the vision impairment that affect whether a treatment or Rehabilitation need is related to the Motor Vehicle Accident;
  - 4.2.2 information from an ophthalmologist or other Appropriately Qualified Medical Specialist as to the likely cause of the presenting vision impairment need;
  - 4.2.3 if the Participant has pre- or co-existing medical conditions that may impact on their needs for or, in connection with, the vision impairment; and
  - 4.2.4 clinical assessments and reports relating to the treatment of the vision impairment.

# 5. Treatment and Rehabilitation funding exclusions

- 5.1 The LSA will not pay for treatment and Rehabilitation services not related to a Participant's Motor Vehicle Injury. Exclusions include, but are not limited to:
  - 5.1.1 Treatment and Rehabilitation needs that are, in the course of ordinary circumstances, the responsibility of the State and Commonwealth Governments (or other jurisdictions/schemes) as benefits available to the community (wholly or in part and not related to the Motor Vehicle Accident) and the Participant remains eligible.
  - 5.1.2 Treatment and Rehabilitation needs that are a result of ageing, other disabilities, injuries, conditions or events.

## **PART 6 – Treatment and Rehabilitation**

- 5.1.3 Assistive Technology or services related to
  - a. Pre-existing or subsequent illness, disease or conditions.
  - Illness, disease or conditions that occur due to causes other than assessed by an Appropriately Qualified health professional as being the direct result of the Motor Vehicle Accident.
  - c. Illness, disease or conditions that develop gradually other than that assessed by an Appropriately Qualified health professional as being the direct result of the Motor Vehicle Accident.
- 5.1.4 Reimbursements for treatment and Rehabilitation services paid for by the Participant unless:
  - a. The LSA has provided prior approval In Writing; and
  - b. The service occurred within the preceding 12 month period.
- 5.1.5 Receipts submitted more than 12 months after the service occurred will not be considered for reimbursement.

## 1. Preliminary

- 1.1 This Part applies in relation to services referred to in subsection 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 to meet the Participant's assessed TCS needs.
- 1.5 The LSA may issue guidelines regarding the appropriate level of support, attendant care 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 accessing their community;
  - 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 improve and support community participation. Support is provided where the LSA considers it necessary and reasonable, clinically justified, safe and effective.

2.3 The LSA's assessment of whether Support Services are necessary and reasonable takes into account the Participant's goals, abilities, care needs and pre-injury participation in the community. The Participant's Discharge Plan or 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 the Participant's 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 Assistive Technology, fitting and use of 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 day leave or weekend leave while an inpatient 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 after considering 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;
  - 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. Domestic Services

- 4.1 Domestic Services are those that are necessary and reasonable to assist the Participant with a variety of household services, including (but not limited to):
  - 4.1.1 meal preparation and associated tasks;
  - 4.1.2 cleaning, ironing and similar tasks involved in the everyday operation and maintenance of a household;
  - 4.1.3 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);
  - 4.1.4 home maintenance to ensure safe and easy access; and
  - 4.1.5 gardening where necessary to ensure safe and easy access for a Standard Property this should occur no more frequently than monthly and be for no longer than four hours each month. The LSA may consider funding additional gardening services in limited circumstances.
- 4.2 The LSA's assessment of whether Domestic Services are necessary and reasonable will take into account:
  - 4.2.1 what household tasks the Participant or co-residents of the household were undertaking or funding prior to the Motor Vehicle Accident; and
  - 4.2.2 what normal household tasks it is reasonable to expect other co-residents of the household to perform; and
  - 4.2.3 what supports the Participant or co-residents of the household can access through Local, State or Commonwealth Government services; and
  - 4.2.4 the size of the property, noting that the LSA would consider household tasks for a Standard Property to be necessary and reasonable; and
  - 4.2.5 time since the Motor Vehicle Injury; and
  - 4.2.6 the impact of previous and subsequent injuries, ageing, other disabilities or co-morbidities.
- 4.3 The LSA may consider funding additional Domestic Services in limited circumstances.
- 4.4 In limited circumstances, 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 or Family member 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 and the domestic partner or Family member is appropriately trained to provide the relevant care.

# 5. Support, attendant care and Domestic Services for Participants who are children

5.1 Decisions as to the provision of support, attendant care and Domestic Services for a child Participant will be made with reference to:

- 5.1.1 the care needs of a typically developing child at the same age;
- 5.1.2 the normal care tasks it is reasonable to expect Family members or legal guardian to perform; and
- 5.1.3 the extent to which additional care needs are a result of the Motor Vehicle Accident.
- 5.2 Services provided for children do not include the cost associated with the usual age or developmentally appropriate 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, including vacation care. Usual care is deemed to be the care that child of the same age who had not sustained the Motor Vehicle Injury would require. The Scheme will find services for children that are necessary and reasonable, and related to the Motor Vehicle Injury.
- 5.3 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 other children.
- 5.4 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/legal guardian/Family member 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/legal guardian/Family member 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/legal guardian/Family member to provide one-on-one supervision to the Participant.
- 5.5 Documentation of the support or attendant care needs of a child Participant, for tasks ordinarily provided by a parent/legal guardian/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.
- 5.6 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.

# 6. Support and attendant care services for Participants who have caring responsibilities

- 6.1 The LSA may pay the necessary and reasonable expenses for the Participant to receive such support and attendant care services, as will enable the Participant to perform activities associated with caring responsibilities, in the following circumstances:
  - 6.1.1 The Participant provided the care before sustaining the Motor Vehicle Injury; and

- 6.1.2 The person to whom the Participant provided the care was an immediate Family member who:
  - 6.1.2.1 lived with the Participant before the Motor Vehicle Injury; and
  - 6.1.2.2 still lives with the Participant; and
  - 6.1.2.3 No Commonwealth, State or Local Government scheme would provide the same or substantially the same care to the immediate Family member if they applied for it or if someone applied for it on their behalf.

#### Editorial Notes -

The purpose of paying the Participant to receive support and attendant care services is to enhance their autonomy and support them in their pre-existing role as a parent or caregiver or both. Services provided to the Participant under the Scheme do not replace the Participant's 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 the children's general care and safety.

- 6.2 The LSA will not pay for the Participant's caring responsibilities to be performed by another person or service provider.
- 6.3 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.
- 6.4 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.
- 6.5 The LSA may set limits on the provision of these services and will make these available on the LSA website

# 7. Alternatives to support and attendant care service provision

- 7.1 Where the LSA is paying for the provision of attendant care to a child Participant, the LSA will consider paying the necessary and reasonable expenses for them to access alternate services such as school holiday programs, child care and community-based groups or community access programs that are:
  - 7.1.1 age and developmentally appropriate to the individual child Participant; and
  - 7.1.2 provide the individual child Participant with suitable support; and
  - 7.1.3 are assessed as a cost-effective alternative to meet the child Participant's TCS needs.

# 8. Care training for Family members

- 8.1 The LSA recognises that Family members may 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 Assistive Technology, medical aids or manual handling may be required.
- 8.2 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 or cohesion and it represents a cost effective option.
- 8.3 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:
  - 8.3.1 whether the training has been recommended by an Appropriately Qualified health or disability professional;
  - 8.3.2 the preference of the Participant or Decision Maker or both, as the case may require, for the Participant's care arrangements;
  - 8.3.3 whether training has been provided before to the Participant's carers;
  - 8.3.4 the cost of training and whether it will lead to greater independence or cohesion for the Family unit;
  - 8.3.5 the risks associated with the proposed care provision;
  - 8.3.6 the availability of suitable training.

# 9. Support and attendant care services when the Participant is away from home

9.1 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.

- 9.2 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:
  - 9.2.1 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;
  - 9.2.2 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
  - 9.2.3 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 Assistive Technology.

- 9.3 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:
  - 9.3.1 additional support and attendant care hours are being requested for the duration of the Participant's absence;
  - 9.3.2 the Participant will use a different support and attendant care provider from the one engaged to provide their regular attendant care; or
  - 9.3.3 Attendant Care Worker travel or accommodation expenses are being requested.
- 9.4 The LSA will pay the necessary and reasonable expenses of hire of Assistive Technology required for support and attendant care service provision, such as a hoist or shower commode, where it is not practical or reasonable to transport Assistive Technology from the Participant's home to their destination.
- 9.5 The LSA will pay reasonable expenses of any additional cost for recreational Assistive Technology hire that is required as a result of the Motor Vehicle Injury.

# 10. Respite services

- 10.1 The LSA may fund respite services in limited circumstances:
  - 10.1.1 where the Family unit (or equivalent) is providing the equivalent of necessary and reasonable attendant care services that the LSA would have funded for the Participant;
  - 10.1.2 the need for respite is planned and is not more than 28 Calendar Days over a 12 month period;
  - 10.1.3 the respite period is short term and for no longer than 14 Calendar Days at any one time; and
  - 10.1.4 the respite is assessed as supporting the continuing sustainability of the Family unit or usual living arrangements where the Participant lives.
- The LSA may fund respite services in emergency circumstances if respite was not reasonably able to be planned.

For example, the family member providing the equivalent of necessary and reasonable attendant care services is unexpectedly hospitalised.

# 11. Support, attendant care and Domestic Service funding exclusions

- 11.1 Attendant care while away from home does not include, without limitation:
  - 11.1.1 nursing, support or attendant care services while a Participant is in hospital or inpatient Rehabilitation;

- 11.1.2 expenses for recreational activities or recreational Assistive Technology, while the Participant is away from home;
- 11.1.3 expenses for the Participant's entry to tourist attractions or any other participation in activities relating to a holiday;
- 11.1.4 a Participant's personal holiday expenses such as travel, meals and accommodation;
- 11.1.5 support or Attendant Care 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;
- 11.1.6 any Participant travel expenses such as air, rail, bus or boat fares;
- 11.1.7 costs associated with international travel such as immunisation, passports or visas for the Participant;
- 11.1.8 attendant care assistance for any tasks other than to meet an Assessed Care Need; or
- 11.1.9 travel insurance or any other expenses associated with changes to travel plans for the Participant.
- 11.2 In relation to attendant care services in general, the LSA does not pay for:
  - 11.2.1 services for an injury, condition or circumstance that existed before, or subsequent to, the Motor Vehicle Accident or that are not a result of the Motor Vehicle Accident;
  - 11.2.2 services for other members of the Participant's Family or household;
  - 11.2.3 travel expenses for the Attendant Care Workers except to and from approved TCS services;
  - 11.2.4 services that replace parental responsibilities, such as the supervision of a young child;
  - 11.2.5 others living with the Participant, family members or legal guardians to provide care services.
- 11.3 In relation to Domestic Services, the LSA will not pay:
  - 11.3.1 to undertake ordinary household repairs.

For example, painting, fence repairs or plumbing.

11.3.2 to undertake maintenance outside what would be expected for a Standard Property.

For example, pool cleaning and maintenance, heavy pruning outside of access and safety needs, maintenance of a large property or house..

- 11.3.3a Participant's domestic partner or Family members to provide services to the Participant.
- 11.4 The LSA will not pay for:
  - 11.4.1 everyday activity costs that are not related to the Participant's TCS needs.

11.4.2 supports that are, in the course of ordinary circumstances, paid for by State and Commonwealth Governments (or other jurisdictions/schemes) as benefits available to the community (wholly or in part) for ageing or injuries/disabilities and the Participant remains eligible.

# PART 8 – Accommodation

## 1. Transitional accommodation

1.1 Transitional accommodation is short term accommodation in the circumstances where the Participant's normal place of residence is temporarily not appropriate to meet their needs related to the motor vehicle injuries.

For example, when a Home Modification is in progress or where a Participant's care requires a specific setting that is not currently met by the Participant's home.

- 1.2 The LSA will pay for the costs of transitional accommodation under the following limited circumstances;
  - 1.2.1 the need for accommodation is related to the Motor Vehicle Injury;
  - 1.2.2 the Participant's usual place of residence is not accessible due to the Motor Vehicle Injury or is outside the Adelaide metropolitan area which is impacting the Participant's ability to receive appropriate TCS services; and
  - 1.2.3 there is no other existing suitable accommodation option to meet the Participant's needs that arise from the Motor Vehicle Injury.
- 1.3 In determining whether transitional accommodation costs are necessary and reasonable the LSA may consider:
  - 1.3.1 whether discharge from hospital or inpatient Rehabilitation, or delivery of a Participant's plan for TCS, is possible without the transitional accommodation;
  - 1.3.2 the length of time for finding appropriate longer-term accommodation, or the expected timeframe for completion of Home Modifications and whether Home Modifications are able to be staged to allow earlier access to the home;
  - 1.3.3 whether the existing home is able to be occupied prior to finding appropriate longer-term accommodation, or during the Home Modification process;
  - 1.3.4 the nature of the Motor Vehicle Injury and whether the Participant requires TCS services that would be required in the transitional accommodation setting and the suitability of the setting in which these services would be delivered; and
  - 1.3.5 whether transitional accommodation is the most cost effective option compared to any other accommodation option (such as when a Home Modification is in progress or when a Participant is travelling regularly from a remote community for treatment care and support over a period of time).
- 1.4 The LSA may require the Participant to make a reasonable rent contribution, which is an ordinary cost of housing. For a Participant in receipt of the Disability Support Pension (DSP), 25 per cent of the base rate plus any relevant Commonwealth Rent Assistance will be considered reasonable rent contribution.

#### PART 8 - Accommodation

# 2. Specialist Disability Accommodation

2.1 Specialist Disability Accommodation (SDA) refers to accommodation for Participants who require specialist housing solutions, to assist with the delivery of supports that cater for their extreme functional impairment or very high support needs

For example where a Participant requires integrated housing and supports.

- 2.2 SDA is considered by the LSA as when the need for Specialist Disability Accommodation is related to the Motor Vehicle Injury and:
  - 2.2.1 the Participant's usual place of residence is not accessible, and cannot be cost effectively made accessible, due to the Motor Vehicle Injury; and
  - 2.2.2 when modification of a new home is not feasible.
- 2.3 The LSA may consider SDA when the behaviour of the Participant requires specialist, high level support and this support is ideally provided in a dwelling with particular features that are unavailable in the wider community.

For example, robust build.

- 2.4 Where SDA is required, the accessible home is expected to be rented by a Participant or their Family from a housing provider.
- 2.5 The LSA will contribute to the costs to the extent the LSA considers it to be necessary and reasonable TCS, and related to the Motor Vehicle Injury, above ordinary housing and living costs.
- 2.6 The LSA will require the Participant to make a reasonable rent contribution, which is an ordinary cost of housing. For a Participant in receipt of the Disability Support Pension (DSP), 25 per cent of the base rate plus any relevant Commonwealth Rent Assistance will be considered reasonable rent contribution.
- 2.7 All SDA arrangements require prior approval In Writing by the LSA.
- 2.8 The Participant should be involved in the decision-making processes relating to their accommodation to the extent that it is practicable.
- 2.9 The LSA's funding of SDA does not negate the responsibilities of another agency or department to provide for it.

# 3. Respite accommodation

- 3.1 Respite accommodation is short term accommodation, including care services, for times when Participants need to live away from their usual place of residence for short periods as their informal supports are not available or require a break from their caring role.
- 3.2 The LSA may provide respite accommodation in limited circumstances, consistent with the requirements for respite services outlined in Part 7 (Support, Attendant Care and Domestic Services), Rule 10.

## **PART 8 – Accommodation**

# 4. Accommodation exclusions

- 4.1 The LSA will not reimburse accommodation costs retrospectively unless specifically provided for under this Part.
- 4.2 The exclusions outlined in Part 10 Home Modifications apply under this Part where relevant.

# 1. Preliminary

- 1.1 This Part applies in relation to aids and appliances referred to in subsection 4(1) of the Act.
- 1.2 The LSA will pay for Assistive Technology for Participants where it is assessed as necessary and reasonable to meet a TCS need in relation to the Motor Vehicle Injury.
- 1.3 Assistive Technology 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. Assistive Technology prescription

2.1 Assistive Technology prescription is the process of assessing a Participant's needs, selecting, trialling, modifying, evaluating and eliminating options to determine the most appropriate Assistive Technology item(s). Assistive Technology prescription is more detailed than a referral for provision or a needs assessment.

## For example,

- the medical specialist refers a Participant for a wheelchair assessment.
- the Assistive Technology prescriber (such as an occupational therapist working at a seating clinic) prescribes the specifications for the Participant's wheelchair.
- 2.2 Any proposal for Assistive Technology must be developed in consultation with the LSA.
- 2.3 Any prescriptions for Assistive Technology, must be provided to the LSA for approval, consistent with the requirements under Rule 9 of this Part. The Assistive Technology must be prescribed by a health professional or team of professionals Appropriately Qualified in prescribing that item. The

level of experience required to prescribe the item is determined by the complexity of the item and the Participant's abilities and care needs.

- 2.4 The prescription must be accompanied by the following information:
  - 2.4.1 completion of the LSA Assistive Technology prescription form available on the LSA website;
  - 2.4.2 identification of the specific model, type, costs and where relevant, maintenance and servicing requirements;
  - 2.4.3 if required by the LSA, a contingency plan for emergency repairs or replacement of the item to ensure continued safety of the Participant;
  - 2.4.4 confirmation In Writing that the Participant or Decision Maker or both, as the case may require, has been consulted and agrees with the provision of the proposed Assistive Technology and contingency plan (where relevant);
  - 2.4.5 an implementation plan, including any associated training requirements, to ensure appropriate and safe use by the Participant or other users; and
  - 2.4.6 detailed specifications and corresponding supplier quote for the prescription of the customised item.

## 3. Assistive Technology requirements

- 3.1 Before Assistive Technology 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 Assistive Technology if the LSA is satisfied that:
  - 3.2.1 the Participant's need for the item has been assessed by reference to their abilities and needs as related to the Motor Vehicle Injury;
  - 3.2.2 the item has been successfully trialled, where possible, and the Participant is able to safely use the item within the intended environment of use;
  - 3.2.3 where a cost is involved for a trial of the item, it must be approved by the LSA before commencement; and
  - 3.2.4 the prescribed item is consistent with the Participant's Discharge Plan or MyPlan.
- 3.3 Once an Assistive Technology recommendation has been approved, the LSA will order the item from the LSA contracted supplier in the first instance or other suppliers as required.

# 4. Assistive Technology funding exclusions

4.1 The LSA is not responsible for the provision or replacement of Assistive Technology if, in the opinion of the LSA, the item is considered to be a general household or leisure item,

For example, a vacuum cleaner.

However, the LSA may consider the initial purchase where the item is required for therapeutic or disability management purposes and/or a co-contribution for future replacement.

4.2 The LSA may pay for any modification to the item or any additional features that are considered necessary and reasonable due to the Motor Vehicle Injury.

For example, extension handle for an existing vacuum cleaner.

# 5. Participant contribution to Assistive Technology

- 5.1 Participants may be required to contribute to the cost of Assistive Technology in cases where the item is only partially related to the Participant's Motor Vehicle Injury, or the item requested is beyond what the LSA considers to be necessary and reasonable in relation to the Participant's Motor Vehicle Injury.
- 5.2 Where the Participant had the item prior to the Motor Vehicle Injury, the LSA will fund necessary and reasonable upgrade or replacement costs of the Assistive Technology on a once-off basis to meet the Participant's need due to the Motor Vehicle Injury. Subsequent upgrades or replacements will be at the Participant's expense. The LSA may fund any additional costs of the subsequent upgrade or replacement if the LSA considers it necessary and reasonable.

# 6. Ownership of LSA funded Assistive Technology

- 6.1 Assistive Technology funded by the LSA, either directly or through an agreement, is the property of the Participant unless otherwise provided for in an agreement between the LSA and the Participant, or the Assistive Technology is under a hire agreement with a third party.
- 6.2 Items subject to an agreement between the LSA and the Participant or a hire agreement with a third party are made available to the Participant for their sole use for as long as the Participant needs the item, however, it must be returned when no longer necessary, in accordance with the relevant agreement.

# 7. Modifications to existing household or leisure items

- 7.1 The LSA will pay for the necessary and reasonable cost of upgrading or modifying items that were owned by a Participant prior to the Motor Vehicle Accident, to enable the Participant to access the item if considered by the LSA to be necessary and reasonable.
- 7.2 In circumstances where the cost of modification of the existing item exceeds the cost of purchase, and the item is necessary and reasonable, the LSA may fund the purchase of the new item at its discretion.
- 7.3 Where a household or leisure item previously modified by the LSA 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 item.

For example, a modified tennis racquet.

# 8. Maintenance and repair of Assistive Technology

- 8.1 The LSA may require the Participant or Decision Maker or both, as the case may require, to enter into an agreement that details the conditions of use, maintenance, insurance and ownership of Assistive Technology.
- 8.2 The Participant or Decision Maker or both, as the case may require, are responsible for the everyday care and maintenance of the Assistive Technology and for ensuring it is kept in safe working order.
- 8.3 The LSA will pay for the cost of Assistive technology relating to:
  - 8.3.1 maintenance and repairs resulting from normal wear and tear, if the Assistive Technology is funded by the LSA;
  - 8.3.2 routine maintenance as recommended by the manufacturer or to meet industry standards;
  - 8.3.3 adjustments due to growth, or other change in the Participant's abilities and need; and
  - 8.3.4 repairs where the LSA has accepted partial liability for the purchase or modification of Assistive Technology, consistent with the level of the LSA's contribution to the purchase or modification of the item.
- 8.4 The LSA will replace necessary and reasonable Assistive Technology worn out as a result of normal use, if the LSA considers the item to be necessary and reasonable for the Participant.

# 9. Order of readily available Assistive Technology on discharge

- 9.1 In preparation for inpatient discharge, the LSA may allow a hospital/Rehabilitation facility to order readily available Assistive Technology from the LSA contracted provider to facilitate discharge.
- 9.2 The prescription must be made in accordance with the requirement that Assistive Technology must be necessary and reasonable.
- 9.3 The prescriber must have the appropriate training to prescribe the item(s).
- 9.4 The LSA must be notified where prescriptions have occurred.

# 10. Continence products

- 10.1 The LSA will provide continence products that relate to a continence need caused by the Motor Vehicle Injury.
- 10.2 The prescription of continence products must be completed by a medical practitioner or registered nurse Appropriately Qualified for continence prescription. The continence prescription should include the continence product, 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 each prescription.

- 10.3 The LSA may appoint suppliers to provide approved continence products directly to the Participant. In these circumstances a Participant may order continence products as they are needed, providing the orders are within the usage recommended in the continence prescription. If an item is ordered by a Participant or Decision Maker or both, as the case may require, that is outside the prescribed list or the quantity recommended, the continence supplier will need to seek approval prior 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.
- 10.4 The LSA will not pay for continence products where the Participant is an inpatient, or where a bed fee includes the provision of these products.

## 11. Beds/mattresses

- 11.1 The LSA funds the necessary and reasonable cost or contribution to the cost of the purchase of a bed/mattress (and linen) where the need for the replacement bed/mattress is due to the Participant's Motor Vehicle Injury.
- 11.2 In deciding whether the LSA funds the total cost of a bed/mattress or, to determine the extent of contribution towards the reasonable cost of a bed/mattress, the LSA may consider:
  - 11.2.1 the age of the Participant's current bed/mattress;
  - 11.2.2 the condition of the Participant's current bed/mattress;
  - 11.2.3 the extent to which the need for a new bed/mattress is related to the Motor Vehicle Injury;
  - 11.2.4 whether the Participant has obstructive sleep apnoea resulting from the Motor Vehicle Injury; or
  - 11.2.5 work, health and safety considerations for provision of care related to the Motor Vehicle Injury.
- 11.3 Where the LSA has previously supplied a bed/mattress and a replacement is required, the LSA will consider funding or co-contribution it at its discretion.
- 11.4 The LSA will not pay for antique bed replacements or repairs, waterbeds or waterbed heaters.

# 12. Information and communication technology

- 12.1 The LSA will pay for electronic Assistive Technology recommended by an Appropriately Qualified professional with relevant experience including modifications to electronic Assistive Technology that, in the opinion of the LSA, are required as a direct result of the Motor Vehicle Injury and is considered necessary and reasonable.
- 12.2 Where a Participant has a substantially reduced capacity for speech, writing or reading as a direct result of their Motor Vehicle Injury, the LSA will pay for or contribute to the cost of augmentative and alternative communication devices or communication software for mainstream personal devices.
- 12.3 The LSA will pay for, or contribute to the cost of, a mainstream personal communication device, when the Participant does not currently own or have access to a mainstream personal communication device, and the need is directly related to the Motor Vehicle Injury.

- 12.4 The LSA will pay for an upgrade to a Participant's own mainstream personal device when it is necessary and reasonable to assist with independent communication, or cognitive support strategies, where the need is directly related to the Motor Vehicle Injury.
- 12.5 The LSA may also pay for, or contribute to, a mainstream personal device, including computer Assistive Technology, 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, or contribute to, a mainstream personal device to increase a Participant's functional autonomy in activities of daily living, where the Participant:
  - 12.6.1 lives in a remote location;
  - 12.6.2 has a severe physical or cognitive impairment; or
  - 12.6.3 has a condition that inhibits the Participant's access to the community; or
  - 12.6.4 has a condition that inhibits the Participant's social inclusion.
- 12.7 The LSA may pay for, or contribute to, the necessary and reasonable cost of internet access, where it is not otherwise available to the Participant, or the additional costs of upgrading, if the current service is inadequate in meeting the Participant's needs related to the Motor Vehicle Injury:
  - 12.7.1 during a hospital inpatient stay when the Participant is temporarily unable to make use of their regular internet access (unless this is provided by the hospital);
  - 12.7.2 to access a telerehabilitation program/telemedicine;
  - 12.7.3 to access a short-term return to work program;
  - 12.7.4 for an educational program; or
  - 12.7.5 where it demonstrably reduces reliance on support or attendant care services.
- 12.8 Where the LSA has previously supplied a mainstream personal device and a replacement is required, the LSA will consider funding or co-contributing at its discretion.

# 13. Environmental control technology

13.1 The LSA will pay for the necessary and reasonable cost of technology for the purpose of environmental control, where the need for environmental control is directly related to the motor vehicle injuries. This includes technology that requires physical or structural modification to the Participant's home, which is outlined in Part 10 of these Rules.

# 14. Pressure care Assistive Technology

14.1 The LSA will pay for the necessary and reasonable cost of pressure care Assistive Technology where a Participant has been assessed as being at risk of pressure injury development or currently has a pressure injury, and this risk is directly related to their Motor Vehicle Injury.

# 15. Positioning and seated mobility Assistive Technology

- 15.1 The LSA will pay 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 Assistive Technology when there is a Motor Vehicle Injury related need to increase the Participant's capacity or safety to participate in activities such as: accessing the community, eating and drinking, sleeping, showering, toileting, study, travel by car, sitting or mobilising, and communicating.

## 16. Orthoses, footwear and walking aids

- 16.1 The LSA will pay for, or co-contribute to 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.
- 16.2 The LSA may pay for or co-contribute to prescribed mainstream footwear, in lieu of specialist footwear, if the item is assessed as being necessary and reasonable.

# 17. Respiratory Assistive Technology

- 17.1 The LSA will pay for the necessary and reasonable cost of respiratory Assistive Technology. Types of respiratory Assistive Technology may include:
  - 17.1.1 invasive ventilation (tracheostomy);
  - 17.1.2 non-invasive ventilation; and
  - 17.1.3 associated electro-medical Assistive Technology and supplies.
- 17.2 The LSA may appoint a supplier to provide approved ventilation, tracheostomy or another ostomy Assistive Technology directly to the Participant.
- 17.3 In these circumstances a Participant or Decision Maker or both, as the case may require, may order supplies as they are needed, providing the orders are within the usage recommended in the Assistive Technology prescription. If an item is ordered by a Participant or Decision Maker or both, as the case may require, that is outside the prescribed list or the quantity recommended, the Assistive Technology supplier is required to seek approval prior to supplying the item.

# 18. Assistive Technology for exercise and fitness

- 18.1 The LSA may pay for, or co-contribute to, the necessary and reasonable costs of exercise and fitness Assistive Technology when the Assistive Technology is prescribed by an Appropriately Qualified health professional and is directly related to the Motor Vehicle Injury and the LSA considers it to be necessary and reasonable. Justification should be provided as to why the exercise and fitness Assistive Technology is required and what other options have been considered and discounted, such as a gym membership.
- 18.2 To determine whether the costs are necessary and reasonable the LSA may require that:
  - 18.2.1 the Assistive Technology is hired while the Participant trials the activity; and
  - 18.2.2 the purchase of exercise or fitness Assistive Technology only occurs once a successful trial has taken place and the Participant has demonstrated commitment through regular use over a period of time.

# 19. Assistive Technology for recreation or leisure purposes

- 19.1 The LSA may pay for, or co-contribute to, the necessary and reasonable cost of specialised Assistive Technology or adaptations to Assistive Technology, to:
  - 19.1.1 return a Participant to a pre-accident recreational activity;
  - 19.1.2 substitute a pre-accident recreational activity for a new recreational activity; or
  - 19.1.3 to commence a developmentally appropriate activity.
- 19.2 For the purposes of Rule 19.1 under this Part, the LSA will consider the following factors in making its decision:
  - 19.2.1 age of the Participant;
  - 19.2.2 pre-accident activities;
  - 19.2.3 demonstrated history of commitment to Rehabilitation and other recreational pursuits;
  - 19.2.4 recreational or leisure Assistive Technology that the LSA has previously funded.

# 20. Funding exclusions

- 20.1 The LSA will not pay for:
  - 20.1.1 the replacement of items funded by the LSA and then on-sold by the Participant or another person, unless otherwise agreed by the LSA as the item is considered to be no longer appropriate for the Participant's needs; or

For example, a wheelchair that the Participant has outgrown).

20.1.2 the purchase of items that the Participant had funded prior to the Motor Vehicle Accident (e.g. mainstream personal devices), unless otherwise provided for under this Part and considered necessary and reasonable; or

- 20.1.3 the replacement of items funded by the LSA, if the replacement is required due to neglect, abuse or misuse; or
- 20.1.4 items if the item requested by the Participant or Decision Maker or both, as the case may require, is considered to be more expensive than an item assessed to meet the Participant's identified needs unless the difference is paid through co-contribution by the Participant; or
- 20.1.5 the purchase of upgrades or accessories to the item that are not, as assessed by the LSA, necessary and reasonable in relation to the Motor Vehicle Injury; (e.g. flashing castor wheels, decals, mag wheels); or
- 20.1.6 the provision of an item if the item is included in a bed fee for Participants who are inpatients or receiving residential care (e.g. continence items); or
- 20.1.7 Assistive Technology that is available for use in another setting (such as a gymnasium) that is appropriate for the Participant to access; or
- 20.1.8 items that are used by the Participant solely in other environments (e.g. physiotherapists' rooms); or
- 20.1.9 the replacement or upgrade of Assistive Technology unless directly related to the Motor Vehicle Injury; or
- 20.1.10 antique bed, waterbeds or waterbed heaters; or
- 20.1.11 repair or maintenance of items that have been previously funded by the LSA in the following circumstances:
  - 20.1.11.1 if the LSA has funded a replacement item for the Participant; or
  - 20.1.11.2 the item is no longer considered necessary and reasonable by the LSA; or
  - 20.1.11.3 if the item has been damaged through lack of reasonable care, misuse or neglect; or
  - 20.1.11.4 antique bed, waterbeds or waterbed heaters.

# PART 10 - Home Modifications

# 1. Background

- 1.1 This Part applies in relation to services referred to in subsection 4(1) of the Act.
- 1.2 The LSA recognises that because of their Motor Vehicle Injury, Home Modifications will be the preferred option for some Participants or Decision Makers or both, as the case may require. 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 Assistive Technology or relocation to a more appropriate residence, as well as Home Modifications.

# 2. Preliminary

- 2.1 The LSA will pay for the necessary and reasonable cost of Home Modifications for a Participant.
- 2.2 All Home Modifications to be funded by the LSA require prior approval In Writing by the LSA.
- 2.3 The LSA's funding of modifications does not negate the responsibilities of another agency or department to provide them.

## 3. Consent for Home Modifications

- 3.1 The Participant or Decision Maker or both, as the case may require, should be involved in the decision-making processes relating to their Home Modifications and agree to any proposed modifications.
- 3.2 Agreement and permission from the home owner and, if necessary, any body corporate, must be obtained In Writing before the Home Modification process can proceed.

# 4. Ensuring the home can be modified

- 4.1 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:
  - 4.1.1 access to and egress from the home;
  - 4.1.2 accessibility to all areas of the home;
  - 4.1.3 the safety of the Participant, Family members and Attendant Care Workers;

#### **PART 10 - Home Modifications**

- 4.1.4 the ownership of the home;
- 4.1.5 the cost and extent of the Home Modifications; and
- 4.1.6 the Participant's expected length of tenancy, if the home is rented/owned by another party.
- 4.2 Any necessary council or planning approvals must be obtained before any work can begin.

## 5. Assessment of the need for Home Modifications

- 5.1 The LSA will conduct a home assessment using an Appropriately Qualified occupational therapist or other relevant Service Providers.
- 5.2 The assessment will consider the Participant's current functional status, projected long-term needs and their proposed Home Environment.
- 5.3 The assessment should identify environmental barriers relating to the Motor Vehicle Injury, including analysis of alternative 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 or support or Attendant Care Workers.
- 5.4 Recommendations for Home Modifications 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 Modifications compared with other alternatives such as relocation. The clinical justification must make reference to the relevant codes and Australian Standards where appropriate.

# 6. Necessary and reasonable Home Modifications

- 6.1 Factors that the LSA will take into account when deciding if a Home Modification is necessary and reasonable include:
  - 6.1.1 the anticipated length of time that the Participant will need Home Modifications and whether this need is likely to change;
  - 6.1.2 structural constraints;

For example, size, surrounding terrain and condition of the home.

- 6.1.3 ownership of the property;
- 6.1.4 permission of the owner or body corporate to temporarily or permanently undertake modification to the home;
- 6.1.5 local planning regulations and building permits;
- 6.1.6 length of lease of a Rental Property;
- 6.1.7 anticipated period of occupancy of the home to be modified;

#### **PART 10 - Home Modifications**

- 6.1.8 the scale and cost of the proposed modifications when considered in conjunction with alternative residential options; and
- 6.1.9 the LSA's ability to negotiate any necessary agreement or consent required on modifications with any external parties.
- 6.2 The LSA will assess whether Home Modifications are necessary and reasonable based on information contained in building modification project plans, reports from the home assessment completed by the occupational therapist and where utilised, the builder, final modification costs, and any other relevant information or reports.
- 6.3 The LSA may delay permanent or major modifications, where the Motor Vehicle Injury is likely to change or improve. In these circumstances the LSA may approve temporary Assistive Technology or staged modifications to ensure the safety of the Participant in the short term.
- 6.4 If, prior to the commencement or during the works, the home is found to require maintenance or repair, these works need to be completed at the home owner's cost prior to the LSA funded Home Modification proceeding. Where maintenance or repair work is discovered during the LSA funded Home Modification work, the Home Modification work will cease until the maintenance or repair has been carried out.

For example: discovery of termite damage, electrical damage/noncompliance.

At times, the property owner, the Participant, their legal representative, Family member or Decision Maker may desire additional building works or higher cost finishes because of aesthetic, architectural or other reasons, which are considered by the LSA to be more than is necessary and reasonable. These works need to be quoted separately, agreed upon and the cost borne by the property owner, Participant, their legal representative, Family member or Decision Maker and must take place only after the completion of the funded works (unless the LSA agrees In Writing or they relate to higher cost finishes paid for by the property owner, Participant, their legal representative, Family member or Decision Maker). Any such additional work should not affect Participant access to or within the area being modified, or in any way adversely compromise the impact of any modifications that have been approved.

## 7. Minor modifications to home

7.1 The LSA will pay for necessary and reasonable minor Home Modifications 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.

# 8. Modifications to a Rental Property

- 8.1 The LSA will pay for necessary and reasonable Home Modifications for Participants in a Rental Property if the owner of the premises agrees to the proposed modifications.
- 8.2 If the Participant moves out of a Rental Property, the LSA will pay for the necessary and reasonable costs of returning a Rental Property to its former state, when the costs:
  - 8.2.1 are related to the services or modifications that were previously approved or installed by the LSA; and

8.2.2 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.

8.3 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.

8.4 The LSA will consider funding the cost of relocating to a more suitable premises such as removalist fees only where the move is required due to the Motor Vehicle Injury.

# Modifications to a home owned by the Participant or their Family

- 9.1 The LSA will pay for Home Modifications where:
  - 9.1.1 the home to be modified is the principal place of residence of the Participant or their Family;
  - 9.1.2 the Participant intends to remain living at that residence for the foreseeable future; and
  - 9.1.3 relocation to another residence, or a more suitable residence, is not an appropriate option for the Participant or their Family.
- 9.2 The LSA may seek an agreement with the Participant or Decision Maker or both, as the case may require, or home owner for Home Modifications regarding the potential for Home Modifications to increase the value of the home. The agreement may require the cost of the Home Modifications to be depreciated at 10 per cent per year over ten years. If the Home Modifications have led to a material increase in the value of the home, the agreement may require that any increase in value to the home as a direct consequence of the Home Modifications to be depreciated at 10 per cent per year over ten years. In the case of a major modification where the home is sold within ten years of installation, the owner may be required to reimburse the LSA for any pro rata costs. Reimbursement will occur on settlement. Home valuation reports will be required and will be the responsibility of the LSA.
- 9.3 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, if considered by the LSA to be cost effective compared with other options.

# 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 may pay for the necessary and reasonable costs of:
  - 10.1.1 assistance to locate an appropriate home where the Participant or Decision Maker or both, as the case may require, is unable to look for alternative properties, or does not have Family or friends to assist them to 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 or building a new home

- When considering relocation to or the build of a new home, the LSA expects that the Participant or Decision Maker or both, as the case may require, will locate or design 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 or build a home where substantial modifications need to be undertaken to allow them to reasonably access the home or parts of the home.
- 11.2 The LSA will only pay for necessary and reasonable modifications to a new home to enable the Participant to access the following areas of the home:
  - 11.2.1 a bathroom and toilet;
  - 11.2.2 a bedroom;
  - 11.2.3 a living/dining area; and
  - 11.2.4a kitchen (for Participants who can fully or partially prepare their own food or beverages).
- 11.3 If the Participant or Decision Maker or both, as the case may require, or their family is seeking to purchase or rent a new home which would require modifications, the LSA requires an assessment by a suitably qualified occupational therapist, a current building report, pest report and any other relevant documentation be provided before the home is purchased or rented, 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 or renting. The LSA will meet the cost of the relevant reports.

#### 12. Service Providers for Home Modifications

- 12.1 Modifications will be approved by the LSA if considered necessary and reasonable, following consideration of an agreed scope of works and a quotation for works to deliver the proposed modifications.
- 12.2 All Home Modifications the LSA pays for must be undertaken by an Appropriately Qualified licensed builder or tradesperson who holds current registration as a company or as a business/sole trader and appropriate insurance.
- 12.3 The Home Modification must be in accordance with the scope of works and quotation approved by the LSA and in accordance with the Discharge Plan or MyPlan. Any variations to the job specifications must be approved by the LSA, In Writing, prior to the work being completed.

# 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/legal guardian/Family member who is not the primary carer but has joint custody, or has 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, the reason for this, such as shared parenting arrangements versus a holiday home and the potential benefit of modifying the secondary residence.

# 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:
  - 14.1.1a Participant living with others who becomes able to live independently, such as a young adult leaving home;
  - 14.1.2 deterioration in the Participant's health as a direct result of the Motor Vehicle Injury;
  - 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 does not consider it reasonable that it funds multiple, major Home Modifications for one Participant.
- 14.3 If subsequent Home Modifications are requested, the LSA will consider in addition to factors set out in Part 10, Rule 6:

- 14.3.1 the extent of the requested modifications;
- 14.3.2 the age of the Participant; and
- 14.3.3 the likely future circumstances of the Participant.

# 15. Repairs and maintenance on Home Modifications

15.1 The LSA will pay for the necessary and reasonable cost of repairs to and maintenance of Home Modifications funded by the LSA that are essential for Participant access or safety and related to the Motor Vehicle Injury, and would not normally be required by the home owner. 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 Decision Maker or both, as the case may require, 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. Room temperature control Assistive Technology

- 16.1 The LSA will pay for the cost of room temperature control Assistive Technology 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 complications.
- 16.2 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 Assistive Technology.
- 16.3 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.
- 16.4 Where an increase in the total consumption of energy can be shown to relate directly to the running of the room temperature control Assistive Technology, the LSA may contribute to the costs associated with its operation, if the Participant is unable to self-regulate their body temperature as a result of the Motor Vehicle Injury.
- 16.5 The LSA will estimate the costs associated with the operation of room temperature control Assistive Technology by considering:
  - 16.5.1 government or energy provider calculators of energy costs and usage to estimate average increased running costs and the amount that the LSA would pay;

- 16.5.2 the number and size of rooms to be heated/cooled;
- 16.5.3 whether the room temperature control Assistive Technology is used by the Participant alone and whether there is a mutual benefit for other household members;
- 16.5.4 the proportion of the pre-accident utility accounts related to the Participant's usage; and the increase from pre-accident costs to current costs where the comparisons are able to be applied; and
- 16.5.5 eligibility for energy concessions such as the pensioner concession card.
- Any change of domestic circumstances or prolonged absence from home will require a reassessment of the LSA's contribution rate to the operating costs.
- 16.7 The LSA may contribute to the costs associated with maintenance and repair of room temperature control Assistive Technology 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 Assistive Technology. The LSA will negotiate this contribution having regard to the Assistive Technology to be operated, e.g. air conditioner or heater and the number and size of rooms to be heated or cooled.
- 16.8 Before the LSA will pay for any contribution to room temperature control Assistive Technology, maintenance or running costs, the Participant or Decision Maker or both, as the case may require, must have fully claimed and utilised any entitlement to concessions, grants or rebates.

# 17. Home Modifications funding exclusions

- 17.1 The LSA will not pay for:
  - 17.1.1 any Home Modifications undertaken without approval from the LSA;
  - 17.1.2 Home Modifications for any residence or property that constitutes, is likely to constitute, or will result in, an illegal structure.
  - 17.1.3 Home Modifications required as a result of a condition that existed before or subsequent to the Motor Vehicle Accident, or that are not required as a result of the Motor Vehicle Accident;
  - 17.1.4 Home Modifications where the owner, body corporate or other responsible authority has not given permission In Writing for the modifications;
  - 17.1.5 the costs of modifications where the Participant or Decision Maker or both, as the case may require, was advised that the home is unsuitable for modification and subsequently proceeded to purchase or rent the home;
  - 17.1.6 the cost of more than one strata report, building report or pest inspection report, per property;
  - 17.1.7 costs of any repairs or maintenance issues identified in strata, building or pest inspection reports;
  - 17.1.8 body corporate/strata fees;
  - 17.1.9 council or water rates;

- 17.1.10 building or construction of in-ground or above-ground pools, spas or other aquatherapy facilities;
- 17.1.11 insurance of the home in which the modifications have been installed;
- 17.1.12 any loss of value of any home resulting from any modifications to, or removal of modifications from, the home; or
- 17.1.13 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.
- 17.1.14 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) that are not related to the Participant's need arising from the Motor Vehicle Injury, unless these items have required removal due to the Home Modifications and replacement of like for like items is agreed to and included in the scope of works; or
- 17.1.15 ordinary living expenses such as food, utilities etc.

# 18. Room temperature control Assistive Technology funding exclusions

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

### PART 11 – Motor Vehicle Modifications

# 1. Background

1.1 This Part applies in relation to services referred to in subsection 4(1) of the Act.

# 2. Preliminary

- 2.1 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.
- 2.2 The modified motor vehicle remains the property of the owner.
- 2.3 A Participant is eligible for modifications to a motor vehicle if:
  - 2.3.1 the Participant has a physical, sensory or cognitive disability, as a result of the Motor Vehicle Injury, which prevents them from safely driving, accessing or travelling as a passenger in an unmodified motor vehicle; and
  - 2.3.2 the Participant owns or has access to a motor vehicle on a regular basis; and
  - 2.3.3 the Participant has been assessed by an Appropriately Qualified occupational therapist as requiring modifications to a motor vehicle.
- 2.4 In determining whether Motor Vehicle Modifications are necessary and reasonable, the LSA will also:
  - 2.4.1 consider if the modification would eliminate the need for a funded attendant carer to travel with the Participant; and
  - 2.4.2 obtain advice on suitability of alternative transport options.

# 3. Motor Vehicle Modifications funded by the LSA

- 3.1 All Motor Vehicle Modifications require prior approval In Writing from the LSA.
- 3.2 The LSA will pay for the necessary and reasonable modifications to:
  - 3.2.1 the Participant's own motor vehicle;
  - 3.2.2 the Participant's legal guardian's motor vehicle, in the case of a dependent child;

#### **PART 11 – Motor Vehicle Modifications**

- 3.2.3 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;
- 3.2.4 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 permission In Writing from the owner of the motor vehicle.
- 3.3 As a guide, the motor vehicle to be modified should generally be less than 5 years old or have travelled less than 80,000 km and deemed roadworthy. Consideration will be given to older vehicles on a case-by-case basis, based on the following factors:
  - 3.3.1 The vehicle being road worthy;
  - 3.3.2 The vehicle being regularly serviced;
  - 3.3.3 Availability of alternative vehicles in the market.
- 3.4 The LSA will fund the reasonable cost of an Automobile Association vehicle check, or equivalent, to support its consideration under Part 11, Rule 3.3.
- 3.5 The LSA may pay for modifications to more than one motor vehicle, if the LSA assesses such modifications as being necessary and reasonable.
- 3.6 If the Participant is to be the driver, the LSA will only pay for the cost of Motor Vehicle Modifications 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.
- 3.7 The LSA will only pay for modifications to a motor vehicle that are commercially available features, required as a result of the Motor Vehicle Injury and when the Participant's motor vehicle does not already have them.
  - For example, automatic transmission or electric windows.
- 3.8 Modifications, other than minor modifications, must be completed in accordance with the applicable jurisdiction's 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.
- 3.9 Minor modifications are those that do not alter the structure or safety of the motor vehicle.
  - For example, seatbelt buckle covers to enable a Participant to travel safely in a vehicle or panoramic mirrors and fish eye mirrors.
- 3.10 The LSA will also pay for the necessary and reasonable cost of:
  - 3.10.1 the assessment conducted by an Appropriately Qualified occupational therapist of the need for Motor Vehicle Modifications;
  - 3.10.2 training the driver in the safe and correct use of Motor Vehicle Modifications;
  - 3.10.3 maintaining, repairing, transferring and replacing modifications; and

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- 3.10.4 any additional insurance costs which are directly related to the Participant's needs as a result of the Motor Vehicle Injury.
- 3.11 As a condition to approving the funding of Motor Vehicle Modifications, the LSA may require the Participant or Decision Maker or both, as the case may require, to obtain and maintain comprehensive car insurance. In these circumstances, the LSA will pay any cost difference in the insurance that is due to the modifications.

# 4. Frequency of funding modifications to a motor vehicle

- 4.1 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.
- 4.2 If the owner of a motor vehicle which has been modified by the LSA, wishes to purchase a replacement motor vehicle, the LSA may pay for the transfer of modifications that are not commercially available to the replacement motor vehicle if this is cost effective.
- 4.3 If the modified vehicle is being replaced by the Participant or Decision Maker or both, as the case may require, consideration in the purchase of a new vehicle should be given to the suitability of existing modification hardware to be re-fitted in the new vehicle where deemed suitable for the Participant's use. The LSA may pay for the installation of existing vehicle modifications in the new vehicle if the LSA considers it to be necessary and reasonable.
- 4.4 When considering Motor Vehicle Modifications, the safety of the Participant and driver or passengers of the motor vehicle is the paramount consideration. The LSA will not pay for modifications to a motor vehicle that do not comply with the intent of the applicable Australian Standards, Australian Design Rules, Road Traffic Act 1961 (SA) regulations or any other applicable laws of the State or Commonwealth.

# 5. Funding exclusions

- 5.1 The LSA will not pay for:
  - 5.1.1 costs normally associated with motor vehicle ownership, including running costs and servicing which are the owner's responsibility;
  - 5.1.2 modifications to a motor vehicle for a circumstance or condition that existed before the Motor Vehicle Accident or that is not a result of the Motor Vehicle Accident;
  - 5.1.3 the outright purchase of a motor vehicle;
  - 5.1.4 significant modifications to a motor vehicle to travel as a passenger as well as being able to drive it.
- 5.2 The LSA will generally not fund major modifications to more than one motor vehicle.
- 5.3 The LSA may consider funding modifications in some circumstances, such as modifications for the purposes of returning to work, where the Participant may need minor modifications to more than one motor vehicle.

# PART 12 – Prosthetic and Orthotic Devices and Services

# 1. Background

1.1 This Part applies in relation to devices and services referred to in subsection 4(1) of the Act.

#### 2. Preliminary

- 2.1 The LSA will pay for the necessary and reasonable cost of Prosthetic and Orthotic Devices, for a Participant who has had an amputation as a result of the Motor Vehicle Injury.
- 2.2 The LSA may regard a Prosthetic or Orthotic Device for a recreational activity to be necessary and reasonable, in addition to a primary device, where the Participant is likely to engage in the activity on a regular and ongoing basis.

For example, the LSA may fund specialised limbs for a sporting activity where involvement in the activity can be demonstrated by sporting club membership and evidence of attendance and participations.

# 3. Prosthetic and Orthotic services funded by the LSA

3.1 Services can only be prescribed by Appropriately Qualified Service Providers. This includes prescriptions, clinic services and manufacturing of devices.

# PART 13 – Education Support Services

# 1. Background

- 1.1 This Part applies in relation to services referred to in subsection 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 will be based on measurable learning and development outcomes.

#### 2. Preliminary

- 2.1 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.
- 2.2 The LSA may support the Participant's commencement at, or return to, appropriate educational settings within:
  - 2.2.1 preschool;
  - 2.2.2 childcare, including before and after school care;
  - 2.2.3 primary, secondary and special schools; or
  - 2.2.4 higher education.
- 2.3 The LSA will consult with the Participant or Decision Maker or both, as the case may require, and Service Providers to regularly review education or training support services to ensure they continue to meet the Participant's abilities, needs and circumstances.

# 3. Approval of funded education support services

- 3.1 To determine whether a Participant is eligible for services under this part, the LSA may consider:
  - 3.1.1 the Participant's pre-accident development and learning history;
  - 3.1.2 services which the Participant accessed, was on the waiting list for, or was assessed as requiring prior to the Motor Vehicle Accident;
  - 3.1.3 measurable changes in the Participant's ability to engage in education and training as a result of their Motor Vehicle Injury;

#### **PART 13 – Education Support Services**

- 3.1.4 assessment by an independent therapist, special educator, or other specialist professionals in child education and development; and
- 3.1.5 existing education and training support that the Participant is able to access.
- 3.2 Care and support services may include:
  - 3.2.1 social support;
  - 3.2.2 tutorial support;
  - 3.2.3 student aide or assistant;
  - 3.2.4 teacher training;
  - 3.2.5 transitional support;
  - 3.2.6 transport assistance;
  - 3.2.7 Assistive Technology (refer to Part 9 Assistive Technology);
  - 3.2.8 specialist support, such as therapists, special education or other professionals.
- 3.3 The LSA will pay for additional education and training support to cover a Participant's learning missed during an absence from school or tertiary/vocational studies as a result of the Motor Vehicle Injury.

For example, due to a long hospital admission or continued absences for outpatient appointments.

# 4. Educational support service exclusions to funding

- 4.1 The LSA will not pay for services that:
  - 4.1.1 the Participant is entitled to under any applicable Local Government, State, Commonwealth or international legislation;
  - 4.1.2 are more appropriately funded through other persons, agencies or bodies as part of a common or universal community service obligation; or
  - 4.1.3 are reasonable disability adjustments required under a law dealing with discrimination on the basis of disability.
- 4.2 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 legal guardian.

# PART 14 – Vocational Support Services

# 1. Preliminary

- 1.1 This Part applies in relation to services under subsection 4(1) of the Act.
- 1.2 Vocational support services provide Participants with individualised assistance to enable participation in employment and voluntary work. 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, additional costs due to the Motor Vehicle Injury relating to 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 or maintain employment.

# 2. Vocational support services

- 2.1 Vocational support services enable a Participant, through a combined and coordinated 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 provider;
  - 2.2.2 the service has been agreed to by the Participant or Decision Maker or both, as the case may require, 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:

#### **PART 14 – Vocational Support Services**

- 2.3.1 the Participant's pre-accident occupation or career status;
- 2.3.2 alternatives to pre-vocational, vocational training or retraining;
- 2.3.3 whether the training is provided by an accredited training organisation and recognised within the relevant industry;
- 2.3.4 the cost and duration of the 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 necessary and reasonable travel expenses to and from the approved training; and
  - 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 Assistive Technology that employers are required to provide to employees to meet Work 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 wage subsidies to 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;

#### **PART 14 – Vocational Support Services**

- 3.1.8 phone calls, photocopying, stationery, meals at training venues and all other expenses associated with training;
- 3.1.9 costs of training courses that the Participant had enrolled in or commenced prior to the injury;
- 3.1.10 training or other activities related to maintaining an existing qualification, licence, registration or accreditation once the qualification, licence, registration or accreditation has been obtained;
- 3.1.11 training that would be considered to form part of induction, ongoing skill maintenance or development that is within the responsibility of the employer or the Participant to maintain their employment; 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 15 – Temporary International Travel and Participants Living in International Locations

# 1. Preliminary

- 1.1 This Part applies in relation to subsections 27(5), 52 and 53 of the Act.
- 1.2 The Act recognises that Participants may choose to travel to international locations for short periods of time (temporary travel) or live in international locations (permanent international residence). For both types of absences from Australia, the Act gives the LSA discretion, either to pay for TCS services while absent or to suspend the Participant. To exercise that discretion, the LSA will consider the matters outlined in this Part.

#### **Editorial Notes -**

- (i) The structure of this Part is:
  - the Rule on notice (applicable to temporary travel and permanent international residence). Authorised by subsection 52(1) of the Act;
  - b. temporary travel: considerations for payment of TCS services;
  - permanent international residence: considerations for payment of TCS services and ongoing assessment.
  - (ii) Payment for TCS services for temporary travel is by account, sent directly to the LSA by the international service provider, by reimbursement to the Participant after they have paid the account, or as determined by the LSA.
  - (iii) Payment for TCS services for permanent international residence may be under an agreement under subsection 27(5) of the Act and Part 16 of the Rules, or as for temporary travel.

#### 2. Notice

- 2.1 In accordance with subsection 52(1) of the Act, if a Participant is to be absent from Australia, the Participant or Decision Maker or both as the case may require, must give the LSA notice.
- 2.2 The notice must:
  - 2.2.1 be In Writing,
  - 2.2.2 state whether the absence is for temporary travel or permanent international residence,

#### PART 15 - Temporary International Travel and Participants Living in International Locations

- 2.2.2.1 if the absence from Australia is for temporary travel, include the "TCS Travel Plan" referred to in Rule 3 of this Part.
- 2.2.2.2 if the absence from Australia is for permanent international residence, include "TCS Permanent International Residence Plan" referred to in Rule 4 of this Part.
- 2.2.3 be provided to the LSA at least 28 Calendar Days before the Participant leaves Australia, unless the LSA has previously agreed In Writing, to waive or reduce the 28 Calendar days,
- 2.2.4 state whether the Participant wishes to apply to the LSA for payment of TCS services while absent, and if the Participant wishes to make such an application, the notice must be accompanied by,
  - 2.2.4.1 the location(s) that the Participant intends to visit or the location where the Participant intends to permanently reside as the case may be,
  - 2.2.4.2 for Temporary Travel, a TCS Travel Plan,
  - 2.2.4.3 for Permanent International Residence, a TCS Permanent International Residence Plan.

# 3. Temporary International Travel: Considerations for payment for TCS services

- 3.1 Subject to Rule 3.2 of this Part, the LSA will not suspend a Participant, and may pay the necessary and reasonable costs of TCS incurred by a Participant undertaking temporary travel to international locations, provided:
  - 3.1.1 the TCS would have been planned if the Participant remained in Australia, and
  - 3.1.2 the TCS has been planned by the Participant or Decision Maker or both as the case may require, in conjunction with the LSA, which has approved the TCS Travel Plan, and
  - 3.1.3 the cost does not exceed the cost that would be incurred if the Participant remained in Australia, and
  - 3.1.4 the Participant or Decision Maker or both, as the case may require, provides the LSA with verifiable accounts for the international services.
- 3.2 The LSA may suspend a Participant (and therefore not pay for TCS during the period of suspension) if:
  - 3.2.1 the Participant travels to the international location to engage in treatment not approved by the LSA In Writing; or
  - 3.2.2 the Participant or Decision Maker or both, as the case may require, does not inform the LSA of the absence, in accordance with Rule 2.2 of this Part.

#### PART 15 - Temporary International Travel and Participants Living in International Locations

# 4. Permanent residence: considerations for payment of TCS services for Participants residing in an international location

- 4.1 The LSA will not suspend a Participant, and may pay the necessary and reasonable costs of TCS incurred by a Participant permanently residing at an international location, provided:
  - 4.1.1 the TCS would be planned as if the Participant remained in Australia, and
  - 4.1.2 the TCS has been planned by the Participant or Decision Maker or both as the case may require, in conjunction with the LSA, which has approved the TCS International Residence Plan, and
  - 4.1.3 the Participant or Decision Maker or both, as the case may require:
    - 4.1.3.1 complies with any relevant requirements under the LSS Rules, (such as the Participant being available for needs assessments as if residing in Australia), and
    - 4.1.3.2 the TCS services for Participants residing in an international location comply with relevant local requirements (with the Participant or Decision Maker or both as the case may require carrying the onus of ensuring such compliance);
  - 4.1.4 the cost does not exceed the cost that would be incurred if the Participant were living in Australia.
- 4.2 In any consideration of payments, the LSA manages currency risk exposure consistent with South Australian Government requirements.
- 4.3 The LSA may offer the Participant or Decision Maker or both, as the case may require, the opportunity of Self-Directed Support for the Participant, provided that the arrangement complies with the requirements outlined in Part 16.

### 1. Preliminary

1.1 This Part applies in relation to services under subsection 27(5) of the Act.

#### Editorial Notes -

Section 53 of the Act provides that to the extent possible, the Scheme is to have extra-territorial effect, in relation to the matters listed in subsection 53 (a), (b) and (c). This means that self-directed support can be offered to Participants who wish to reside permanently at an international residence.

1.2 This Part contains the rules with respect to Self-Directed Support and reimbursement arrangements.

# 2. Self-Directed Support

2.1 Self-Directed Support means TCS services that an eligible Participant or Decision Maker or both, as the case may require, engages, organises and funds themselves, from an amount agreed with, and paid over to the Participant or Decision Maker by the LSA, under a Self-Directed Support Agreement.

#### Editorial Notes -

Self-Directed Support is sometimes referred to as 'self-managed funding' or 'individualised funding'.

- 2.2 Subject to the Act and these Rules, the LSA, in its absolute discretion, may offer an eligible Participant or Decision Maker or both as the case may require, (the Offeree) the opportunity to enter an Agreement.
- 2.3 The Offeree can refuse or accept the offer.
  - 2.3.1 If the Offeree refuses the offer, TCS will continue to be funded in the normal manner consistent with the requirements of the Act and the Rules.
  - 2.3.2 Before accepting the offer, the Offeree must obtain competent independent financial and any other advice relevant to their circumstances, for which the LSA will pay the reasonable costs.
- 2.4 The LSA may, in its absolute discretion, but subject to the Act and these Rules, grant or refuse a request by an Offeree to self-direct all or part of their funding for TCS services in an Agreement.
- 2.5 The amount paid by the LSA to the Offeree will satisfy any liability that would otherwise arise in relation to the matters to which the Agreement relates.

2.6 The LSA is not liable for any taxation, social security or other financial issues arising from the Offeree accepting the offer.

# 3. Eligibility

- 3.1 An offer of self-Directed Support may be made to Interim or Lifetime Participants.
- 3.2 An offer of self-Directed Support must not be made to Interim or 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

- 4.1 When evaluating unreasonable risk, the LSA will consider:
  - 4.1.1 whether material harm, including material financial harm, to the Participant could result if the Offeree were to manage the funding for supports, taking into account the nature of the supports required; and
  - 4.1.2 the vulnerability of the Offeree 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 Offeree to make decisions and any decision supports available to the Offeree:
  - 4.2.2 the capacity of the Offeree to manage finances;
  - 4.2.3 whether a court or a tribunal has made an order under Commonwealth, State, Territory or international law under which the property (including finances) or affairs of the Participant or Decision Maker or both, as the case may require, are to be managed, wholly or partly, by another person;
  - 4.2.4 financial and reputation risk for the Scheme; and
  - 4.2.5 whether, and the extent to which, any risks could be mitigated by:
    - 4.2.5.1 the Offeree's informal support network;
    - 4.2.5.2 any safeguards or strategies the LSA could put in place, which, if required, will be outlined in the Agreement or other relevant documents.
- 4.3 The safeguards referred to above may include, but are not limited to:
  - 4.3.1 establishing review periods in the Agreement; or

4.3.2 providing funding for supports that would assist the Offeree to manage their TCS.

For example, budgeting training.

#### 5. The Self-Directed Support Agreement

- 5.1 The Agreement will be in a form determined by the LSA.
- 5.2 Subject to Rule 5.3, the LSA must take a Person-Centred Approach when determining the content of each individual Agreement.
- 5.3 The Agreement must contain the following clauses:
  - 5.3.1 The term of the Agreement;
  - 5.3.2 The amount of the funds to be provided to the Offeree, which will be determined in accordance with Rule 5.5;
  - 5.3.3 The TCS services agreed between the parties as being necessary and reasonable based on the Person-Centred Approach;
  - 5.3.4 The TCS services covered by the Agreement;
  - 5.3.5 An obligation on the Offeree, which shall be a fundamental term, to spend the funds on, and only on, the agreed services;
  - 5.3.6 The circumstances when the Offeree (or other authorised person) must return unexpended funds to the LSA including but not limited to:
    - 5.3.6.1 If the Participant dies (where the authorised person would be the executor of their will); or
    - 5.3.6.2 If the LSA cancels, suspends or changes the Agreement;
  - 5.3.7 A clause providing that the LSA may seek recovery of funds under Rule 5.3.5 as a debt due to the Crown.
  - 5.3.8 A clause requiring the Offeree to provide financial reports to the LSA (including agreed information, reconciliations and accounts) sufficient for the LSA to effectively review and support the Offeree and ensure they meet the LSS Rules.
  - 5.3.9 The circumstances in which the Agreement may be altered, suspended or terminated by the Offeree;
  - 5.3.10 A clause giving the LSA power to cancel, suspend or change the Agreement in the event of:
    - 5.3.10.1 fraud by the Offeree or a person for whom the Offeree is responsible;
    - 5.3.10.2 undue influence by third parties over the Offeree;
    - 5.3.10.3 death of the Participant or Offeree;

5.3.10.4	the emergence of risk that the LSA considers to be unreasonable in the
	circumstances; or

- 5.3.10.5 the Offeree no longer having decision making capacity; or
- 5.3.10.6 the Participant's Decision Maker no longer having authority to act on the Participant's behalf.
- 5.3.11 A regime for giving notice of alteration, suspension and termination;
- 5.3.12 Any applicable clauses usually contained in Crown agreements.
- 5.4 The Agreement may contain clauses:
  - 5.4.1 Whether the Offeree is authorised to lend or invest the amount paid over, and if so, on what terms or in what asset classes as the case may be; and
  - 5.4.2 Such other provisions as the individual case requires.
- 5.5 The LSA will determine the amount to be paid over pursuant to the Agreement, based on an independent actuarial calculation and taking into account, including but not limited to, the following factors:
  - 5.5.1 The Participant's age at the time of injury and their current age;
  - 5.5.2 The nature and severity of the Participant's injury;
  - 5.5.3 The current objective assessment of the Participant's functional status, for example, using the FIM™ or WeeFIM® and ASIA Impairment Scale Score;
  - 5.5.4 Objective assessments of the Participant's previous and current TCS needs;
  - 5.5.5 The nature, frequency and duration of services used to meet TCS needs, including any variations in needs during periods of transition;
  - 5.5.6 The term of the Agreement; and
  - 5.5.7 Relevant discounting of the amount, as related to the term of the Agreement.

# 6. Reimbursement Arrangements

- 6.1 Subject to the Act and these Rules, the LSA, in its absolute discretion, may enter into a Reimbursement Arrangement with a Participant or Decision Maker or both, as the case may require.
- 6.2 The LSA will not reimburse any payment unless there is a valid Reimbursement Arrangement in place.
- 6.3 A Reimbursement Arrangement must contain the following clauses:
  - 6.3.1 The term of the Reimbursement Arrangement:
  - 6.3.2 The specific TCS services or activity to which the Reimbursement Arrangement will apply;

- 6.3.3 A clause providing that reimbursement will only be made on the presentation of receipts or other evidence that the Participant or Decision Maker have paid for the service in question.
- 6.3.4 A clause providing that receipts submitted more than 12 months after the service occurred will not be considered for reimbursement.
- 6.3.5 The circumstances in which the Reimbursement Arrangement may be altered, suspended or terminated by the Participant or Decision Maker or both as the case may require.
- 6.3.6 A clause giving the LSA power to cancel, suspend or change the Reimbursement Arrangement in the event of:

6.3.6.1	fraud by the Participant or Decision Maker or both as the case may require or a person for whom they are responsible;
6.3.6.2	undue influence by third parties over Participant or Decision Maker or both as the case may require;
6.3.6.3	death of the Participant or Decision Maker;
6.3.6.4	the emergence of risk that the LSA considers to be unreasonable in the circumstances; or
6.3.6.5	the Participant or Decision Maker or both as the case may require no longer having decision making capacity; or
6.3.6.6	the Decision Maker no longer having authority to act on the Participant's behalf.

- 6.3.7 A regime for giving notice of alteration, suspension and termination;
- 6.3.8 A clause providing that the LSA may seek recovery of funds under Rule 6 as a debt due to the Crown.

# PART 17 - Buying into the Scheme

### 1. Preliminary

- 1.1 This Part is made under sections 6 and 56 of the Act.
- 1.2 A person 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.
- 1.3 The LSA will calculate the amount required to provide services to meet the person's necessary and reasonable TCS 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 person.

# 2. Request to buy in

- 2.1 A request to buy into the Scheme can be made by or on behalf of the person. A request 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 person 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 a request 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 request to buy in. If a request to buy in is denied, the person may dispute the LSA's decision about their eligibility to buy into the Scheme in accordance with Part 3 of the Rules.

# 3. How the LSA calculates cost to buy in

- 3.1 The LSA requires information about the person's previous and current TCS needs in order to calculate the cost for buying into the Scheme. This information includes, but is not limited to:
  - 3.1.1 the current age of the person, and their age at the time of injury;
  - 3.1.2 the nature and severity of the person's injury;
  - 3.1.3 current objective evidence of the persons injury and function, for example, using the FIM™ or WeeFIM® and ASIA Impairment Scale Score;
  - 3.1.4 objective assessments of the person's previous and current TCS needs; and
  - 3.1.5 the nature, frequency and duration of services used to meet these TCS needs, including any variations in needs during periods of transition.

#### PART 17 – Buying into the Scheme

3.2 The LSA may arrange for the person to be assessed in order for the above information to be obtained. The LSA funds the necessary and reasonable cost of any assessments required. A copy of the assessments will be provided to the person.

# 4. What the buy in amount includes

- 4.1 The amount determined by the LSA to buy into the Scheme will consider:
  - 4.1.1 the full estimated lifetime expenses in providing for the person's necessary and reasonable TCS 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 person as a Lifetime Participant in the Scheme and discounted by a reasonable amount to account for return on investment of the buy in amount; and
  - 4.1.3 discounted by a reasonable amount to account for return on investment of the buy in
- 4.2 The agreement will be structured to cover the rest of the person's lifetime and may include a guaranteed minimum time period.

For example, a minimum time period may be 10 or 20 years.

# 5. The LSA's notification of the amount required to buy in

- 5.1 The LSA will notify the person, In Writing, of the amount required for the person 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 Fund.
- 5.4 The LSA may consider reaching agreement in relation to the structure of the buy in amount (e.g., 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 person has paid the buy in amount to the LSA in full, the LSA will write to the person or Decision Maker or both, as the case may require, 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 Lifetime Participant or Decision Maker or both, as the case may require, during the term of the agreement once a buy in amount has been paid.
- The person who has bought in has the same obligations and entitlements as any other Lifetime Participant of the Scheme.

#### **PART 17 – Buying into the Scheme**

# 7. Buy in funds reimbursement

7.1 The buy-in agreement reached with the person or Decision Maker or both, as the case may require, may provide for reimbursement by the LSA of a portion of the buy-in amount in certain circumstances.

For example, if the buy-in Lifetime Participant dies within a minimum guaranteed period that has been agreed.

# PART 18 – Rules for Review of Participant's Treatment, Care and Support Needs

# 1. Preliminary

- 1.1 This Part applies in relation to a Dispute or proceedings under Part 5 Division 3 of the Act.
- 1.2 The LSA shall conduct itself as a Model Litigant in Dispute matters.

#### 2. Reassessment

- 2.1 If a Participant or Decision Maker or both, as the case may require, disagrees with an assessment or any aspect of an assessment of their TCS needs, they may request In Writing for one reassessment.
- 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 or Decision Maker or both, as the case may require, to explain why they disagree with the original assessment.
- 2.4 The Assessor may either confirm or vary the original assessment. If the original assessment is varied, the LSA will provide a Certificate of the reassessment as if it were the original assessment under Part 5 of these Rules.
- 2.5 The Participant or Decision Maker or both, as the case may require, will be provided with reasons for the outcome of the reassessment In Writing.
- 2.6 The reassessment must occur as soon as practicable and in any event within 14 Calendar Days of receipt of the request.
- 2.7 Where the LSA considers that the reassessment is unlikely to be completed within 14 Calendar Days of receipt of the request, the LSA will notify the Participant or Decision Maker or both, as the case may require, In Writing of the delay. The notification must include an alternative date for the reassessment to be completed.
- 2.8 At any time, within 28 Calendar Days after notice of the Participant's assessment of their TCS needs, and irrespective of whether a reassessment has been requested, the Participant or Decision Maker or both, as the case may require, can apply directly to the Expert Review Panel for review. When an Expert Review Panel application is made, any reassessment process will cease.
- 2.9 The reassessment duration will be added to the relevant time period under subsection 38(3) of the Act, in relation to the Review.

#### PART 18 – Rules for Review of Participant's Treatment, Care and Support Needs

#### 3. Process

- 3.1 An application for reassessment must:
  - 3.1.1 be In Writing;
  - 3.1.2 include a clear statement that there is disagreement with the assessment or aspects of the assessment; and
  - 3.1.3 include reasons why there is disagreement with the LSA's decision. If a treatment or service has not been approved by the LSA and is the subject of the Dispute, the Participant or Decision Maker or both, as the case may require, 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 review are unclear.
- 3.3 The LSA will send an acknowledgement of the application In Writing to the Participant or Decision Maker or both, as the case may require, within seven Calendar Days of receipt.

#### 4. Certificate issued by Assessor

- 4.1 The Assessor will issue a Certificate. The Certificate will include reasons for the decision In Writing and will be in the form approved by the LSA.
- 4.2 The LSA will send the Certificate to the Participant or Decision Maker or both, as the case may require, within 14 Calendar Days of the reassessment decision.

# 5. Application to Expert Review Panel

- 5.1 A request for review can be made by a Participant or Decision Maker or both, as the case may require, under subsection 38(3) of the Act.
- 5.2 An application may be made to the LSA for review of an assessment as defined in subsection 38(1) of the Act in relation to TCS needs.
- 5.3 The application must:
  - 5.3.1 include a clear statement regarding which aspects of the assessment or reassessment are in Dispute; and
  - 5.3.2 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 review, the Participant or Decision Maker or both, as the case may require, must outline the reasons as to why it 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 or Decision Maker or both, as the case may require, In Writing as to the LSA's assessment of their TCS needs as certified under subsection 30(3) of the Act.

#### PART 18 – Rules for Review of Participant's Treatment, Care and Support Needs

An application for the LSA to refer the review under subsection 38(3) of the Act must be made by the Participant or Decision Maker or both, as the case may require, within 28 Calendar 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.
- 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.

# **PART 19 – Ambulance Services**

# 1. Necessary and reasonable ambulance services

- 1.1 The LSA considers TCS needs for ambulance service to be necessary and reasonable when the service is:
  - 1.1.1 not otherwise funded by the LSA;
  - 1.1.2 required to provide assistance for a Participant to access, enter or be positioned in a vehicle, and the physical assistance required is greater than that expected to be provided by a taxi driver, Attendant Care Worker or Family member;
  - 1.1.3 for the purpose of receiving medical or hospital services related to the Motor Vehicle Injury, or for receiving other services to meet the Participant's TCS needs under these Rules;
  - 1.1.4 the only suitable means of transport for the Participant.
- 1.2 The reasonable expenses in relation to the Participant's assessed TCS needs in relation to ambulance transportation will not include ambulance transportation provided under an existing fee agreement.

#### 2. Method of assessment and criteria

- 2.1 To determine whether Participant's need for ambulance service is necessary and reasonable in the circumstances, the following factors are relevant:
  - 2.1.1 the circumstances where the ambulance transportation is required, such as between hospitals; from a hospital to the Participant's residence after a stay in hospital as an in-patient; or for other medical treatment or therapy services; and
  - 2.1.2 whether supervision for behavioural management is required by an ambulance officer.

#### PART 20 - Dental Treatment

# 1. Necessary and reasonable dental treatment

- 1.1 The LSA considers TCS needs in connection with dental treatment to be necessary and reasonable when treatment is provided by an Appropriately Qualified dental practitioner or other specialist (such as an oral and maxillofacial surgeon) and is:
  - 1.1.1 required as a direct result of the Motor Vehicle Injury;
  - 1.1.2 related to, or caused by, side effects of Pharmaceutical Products required for the treatment of the Motor Vehicle Injury;
  - 1.1.3 required because of failure to maintain dental health due to treatment related to the Motor Vehicle Accident;

For example, an extended stay in an intensive care unit.

- 1.1.4 required in addition to the level of pre-injury dental treatment (such as oral spasticity requiring more frequent dental treatment by a dental practitioner);
- 1.1.5 required to ensure that other forms of dental treatment can be provided (such as a Participant with traumatic brain injury requiring a general anaesthetic to treat dental caries); or
- 1.1.6 intended to restore a Participant's dentition to a level that is consistent with their pre-injury standard of dental care.

#### 2. Method of assessment and criteria

- 2.1 Information required by the LSA to assess a Participant's TCS needs for or in connection with dental treatment includes:
  - 2.1.1 information relating to the Motor Vehicle Accident, to establish whether dental injuries may have occurred through direct trauma to the mouth or facial injuries;
  - 2.1.2 information from a relevant medical practitioner as to the likely cause of the presenting dental needs, if the Participant has pre- or co-existing medical conditions that may impact on their needs for or in connection with dental treatment;
  - 2.1.3 information from any or all dentists or relevant medical practitioner where the Participant received dental treatment prior to their injury;
  - 2.1.4 a dental consult that includes a fully itemised account or quotation from a registered dental practitioner or other Appropriately Qualified Medical Specialist;
  - 2.1.5 an outline of the goals of the proposed treatment; and

#### **PART 20 - Dental Treatment**

- 2.1.6 information about the Participant's injury related needs and the ability to perform, or be assisted with, any recommended dental hygiene that the treatment may require.
- 2.2 Information required by the LSA to assess a Participant's TCS need in connection with dental treatment may include a second opinion or quote in circumstances where:
  - 2.2.1 The relationship to the Motor Vehicle Injury is unclear; or
  - 2.2.2 The LSA regards the dental treatment as complex or extensive.
- 2.3 The dental treatment must be requested prior to commencement in all circumstances unless the intervention is considered emergency treatment.

#### 3. Dentures

- 3.1 Where the Participant required dentures prior to the Motor Vehicle Accident, the LSA will replace dentures lost or damaged in the Motor Vehicle Accident, in hospital or inpatient Rehabilitation if:
  - 3.1.1 there is evidence of a direct trauma to the mouth from the accident; and
  - 3.1.2 there is a direct impact on other accident-related dental treatment if the dentures were not replaced at the same time; or
  - 3.1.3 there is a direct impact on the Participant's Rehabilitation.

#### 4. Exclusions

- 4.1 The following dental treatments are excluded and not considered necessary and reasonable TCS:
  - 4.1.1 a treatment or service not directly related to the Motor Vehicle Injury;
  - 4.1.2 a treatment or service solely for aesthetic purposes, such as teeth whitening;
  - 4.1.3 a treatment or service that is of no clear benefit to a Participant; and
  - 4.1.4 repeat treatment required due to a Participant's lack of dental hygiene, unless the reason for treatment is assessed as related to the Motor Vehicle Injury (such as cognitive and behavioural issues associated with traumatic brain injury).
- 4.2 The reasonable expenses in relation to the Participant's assessed TCS needs in relation to dental treatment will not generally include:
  - 4.2.1 a treatment or service inconsistent with the Participant's pre-injury standard of dental care unless the reason for treatment or cost of treatment is assessed as being exacerbated or aggravated by the Motor Vehicle Injury, in which case the LSA may contribute (wholly or in part) depending on the impact of the Motor Vehicle Injury;
  - 4.2.2 a treatment or service where there is no published evidence relating to its safety or effectiveness;

#### **PART 20 – Dental Treatment**

4.2.3 standard household expenses associated with routine at home dental care such as toothbrushes, toothpaste, dental floss and mouthwash.

# PART 21 – Medical Treatment including Pharmaceutical Products

### 1. Necessary and reasonable medical treatment

- 1.1 The LSA will pay for necessary and reasonable medical treatment, to the extent it is directly related to the Motor Vehicle Injury including:
  - 1.1.1 medical and surgical treatment;
  - 1.1.2 Pharmaceutical Products;
  - 1.1.3 specialised liquid nutrition (gastronomy feeds);
  - 1.1.4 diagnostic tests such as imaging services;
  - 1.1.5 inpatient or outpatient treatment provided by a hospital;
  - 1.1.6 medical treatment, reports, case conferences or other contact with other professionals treating the Participant; and
  - 1.1.7 other specialised medical treatments considered to be necessary and reasonable by the LSA.

#### 2. Method of assessment and criteria

- 2.1 Information required by the LSA to assess a Participant's TCS needs in connection with medical treatment may include:
  - 2.1.1 information relating to the medical treatment including the MBS number where applicable;
  - 2.1.2 information about pre-existing or co-existing medical conditions;
  - 2.1.3 information from a medical practitioner as to the likely cause of the presenting medical treatment, if the Participant has pre- or co-existing medical conditions that may impact on their needs for or in connection with medical treatment or pharmaceuticals;
  - 2.1.4 clinical assessments and reports;
  - 2.1.5 justification for the proposed treatment, including the relationship to the Motor Vehicle Injury; necessary and reasonable criteria; and
  - 2.1.6 justification for the treatment process, including any associated medical treatment as part of an overall treatment plan.

#### PART 21 - Medical Treatment including Pharmaceutical Products

- 2.2 The following procedures are to be followed when assessing TCS needs in connection with medical treatment:
  - 2.2.1 the medical treatment must be prescribed by an Appropriately Qualified Medical Specialist or medical practitioner registered with the AHPRA (or other appropriate professional body if the Participant resides outside Australia); and
  - 2.2.2 the treatment must be approved by the LSA prior to commencement in all circumstances, unless the treatment is deemed urgent by the treating practitioner (e.g. life threatening); and
  - 2.2.3 the medical practitioner or Medical Specialist, when providing medical services, should reference the relevant MBS item number or the corresponding AMA item number.

# 3. Necessary and reasonable pharmaceuticals

- 3.1 The LSA will pay for necessary and reasonable Pharmaceutical Products when they are directly related to the Motor Vehicle Injury and:
  - 3.1.1 in relation to prescribed pharmaceuticals, are prescribed by an appropriate medical practitioner registered with the AHPRA (or other appropriate professional body if the Participant resides outside Australia) and are provided by an appropriate pharmacist registered with the appropriate professional body (unless the Participant resides outside Australia); or
  - 3.1.2 in relation to other Pharmaceutical Products (e.g. over the counter medications, prescribed vitamins and supplements, topical skin creams, wound care items and consumables), prescribed by an Appropriately Qualified health practitioner.
- 3.2 The Participant's treating medical practitioner may be requested to provide a list of pharmaceuticals related to the Motor Vehicle Injury before the LSA is able to assess a Participant's needs for or in connection with pharmaceuticals.

# 4. Assisted fertility treatment

- 4.1 The LSA considers necessary and reasonable TCS needs in connection with fertility treatment when the need for the assisted fertility treatment arises directly from the Motor Vehicle Injury.
- 4.2 The LSA considers necessary and reasonable TCS needs in connection with fertility treatment to include:
  - 4.2.1 fertility medication, ovulation induction or assisted insemination;
  - 4.2.2 IVF (in-vitro fertilisation) treatment;
  - 4.2.3 assisted ejaculation or obtaining sperm by other means such as testicular aspiration;
  - 4.2.4 egg and sperm storage (individual circumstances to be considered);
  - 4.2.5 obtaining donor eggs or sperm, including retrieval and storage, in circumstances where a Participant is unable to produce viable eggs or sperm because of the Motor Vehicle Injury; and

#### **PART 21 – Medical Treatment including Pharmaceutical Products**

- 4.2.6 fertility counselling only as an inclusive component of the assisted fertility intervention for a Participant and or their partner.
- 4.3 The LSA considers necessary and reasonable TCS needs in connection with fertility treatment to include a reasonable number of IVF treatments per pregnancy attempt, in line with usual practice. The LSA will consider up to 5 stimulated cycles per pregnancy attempt to be necessary and reasonable (in accordance with the relevant annual report of the Australian & New Zealand Assisted Reproduction Database). If over 5 stimulated cycles are required, the LSA will consider the recommendation of the fertility medical specialist in determining whether further treatments are necessary and reasonable.
- 4.4 The LSA will consider it necessary and reasonable for both the Participant and the Participant's partner to receive assisted fertility treatment, when it is the Participant's fertility status that is affected by the Motor Vehicle Injury.

#### 5. Method of assessment and criteria

- 5.1 Information required by the LSA to assess a Participant's TCS needs in connection with assisted fertility treatment may include:
  - 5.1.1 information about the relationship between the Participant's need for fertility treatment and their Motor Vehicle Injury;
  - 5.1.2 the likely permanence of the Participant's compromised fertility status;
  - 5.1.3 the nature and extent of treatment that the Participant and partner will require;
  - 5.1.4 the anticipated outcome and success rate of the assisted fertility treatment;
  - 5.1.5 information about any other treatment or services that may impact on the proposed treatment; and
  - 5.1.6 any other relevant information relating to the Participant's or their partner's fertility.

#### 6. Exclusions

- 6.1 The LSA does not pay for:
  - 6.1.1 fees associated with medico-legal reports or any medical reports not requested by the LSA;
  - 6.1.2 additional expenses incurred while receiving inpatient or outpatient medical treatment such as food, magazines, phone line rental and phone calls;
  - 6.1.3 a medical treatment or service not in accordance with the MBS explanations, definitions, rules and conditions for services provided by medical practitioners, unless otherwise specified by the LSA;
  - 6.1.4 a medical treatment or service without a MBS code;
  - 6.1.5 a treatment or service where there is no published evidence relating to its safety or effectiveness;

#### PART 21 - Medical Treatment including Pharmaceutical Products

- 6.1.6 non-attendance fees where a Participant failed to attend unless the MBS states otherwise or the reason for non-attendance is beyond the Participant's control;
- 6.1.7 a treatment or service for any other member of the Participant's Family unless the Family member is the recipient of assisted fertility treatment in accordance with Part 21 Rule 4.4, or when a Family member is receiving counselling services in accordance with Part 6 Rule 2.2; and
- 6.1.8 a treatment or service that is of no clear benefit to the Participant.
- 6.2 Reasonable expenses in relation to Pharmaceutical Products will not generally include:
  - 6.2.1 expenses that form part of the bed day fee in a hospital or inpatient Rehabilitation facility;
  - 6.2.2 shampoo or other items for personal grooming;
  - 6.2.3 any other items able to be purchased from a pharmacy such as cosmetics, food and beverages;
  - 6.2.4 any Pharmaceutical Products that are not related to medical conditions/injuries resulting directly from the Motor Vehicle Accident; and
  - 6.2.5 any Pharmaceutical Products that are illegal.
- 6.3 Necessary and reasonable treatment and care needs in connection with assisted fertility treatment does not include:
  - 6.3.1 surrogacy, whether commercial or altruistic surrogacy;
  - 6.3.2 assisted fertility intervention to address the fertility needs of the Participant's partner if these are not the result of the Motor Vehicle Injury;
  - 6.3.3 any treatment or service where there is no objective evidence that the treatment or service is safe and effective;
  - 6.3.4 any treatment or service that is experimental or not consistent with intervention offered to the general community;
  - 6.3.5 any treatment or service that is not consistent with the guidelines of the assisted fertility treatment facility that the Participant and their partner are attending;
  - 6.3.6 any treatment or service that is inconsistent with relevant State or Commonwealth legislation;
  - 6.3.7 any assisted fertility treatment that is elective, or for medical conditions not related to the Motor Vehicle Injury;
  - 6.3.8 the costs of raising a child or children; and
  - 6.3.9 the costs associated with the pregnancy and birth of the baby conceived through assisted fertility treatment that are not related to the Motor Vehicle Injury, such as obstetrician, hospital, midwife or other birthing costs.

### 1. Preliminary

- 1.1 The *Disability Discrimination Act 1992* (Cth) requires employers to make reasonable adjustments for any employee with a disclosed disability, unless that adjustment would cause "unjustifiable hardship" to the employer.
- 1.2 Costs for modifications to educational facilities are the primary responsibility of the education facility.
- 1.3 The reasonable expenses in relation to the Participant's assessed TCS needs in relation to Workplace Modifications will not generally include Workplace Modifications for a Participant where the LSA has already funded substantial Workplace Modifications in the past three years.

### 2. Modifications to a workplace or education facility

- 2.1 The LSA considers TCS needs in connection with workplace and education facility modification to be necessary and reasonable only when:
  - 2.1.1 it has been confirmed the proposed modifications are not available under another scheme or legislation, including any reasonable adjustments an employer or education provider may be obliged to make;
  - 2.1.2 an Appropriately Qualified occupational therapist has recommended the modifications to meet a Participant's Motor Vehicle Injury-related need in a workplace or education facility modifications report; and
  - 2.1.3 the employer or education provider and the building owner (if different) both agree In Writing to the modifications.
- 2.2 In relation to Workplace Modifications (see definition in Part 1 Rule 2.1), these will be necessary and reasonable only if:
  - 2.2.1 the long-term impact of the Participant's Motor Vehicle Injury prevents them from performing their duties within the existing workplace environment without modification to the layout or fittings;
  - 2.2.2 there is an employer who has confirmed In Writing they will provide employment for the Participant for a minimum period of 3 years;
  - 2.2.3 the Workplace Modification is the most cost-effective means for enabling the Participant to return to work and all other alternatives have been considered; and
  - 2.2.4 a workplace assessment or work options plan has been conducted and the LSA has agreed to support the work goal.

- 2.3 In relation to education facility modifications, these will be necessary and reasonable only if:
  - 2.3.1 there is no other funding source and the modifications would not be provided under any other legislation or scheme;
  - 2.3.2 the long-term impact of the Participant's Motor Vehicle Injury prevents them from learning within the existing education facility without modification to the layout or fittings;
  - 2.3.3 the education facility modification is the most cost-effective means for enabling the Participant to participate in the education activity and all other alternatives have been considered; and
  - 2.3.4 for adult learners, the education program has been identified through a work options plan and LSA has agreed to support the work goal.

#### 3. Method of assessment and criteria

- 3.1 To determine whether a Participant's need for workplace or education facility modifications is necessary and reasonable in the circumstances, the following factors are relevant:
  - 3.1.1 the physical and social environment of the workplace or education facility;
  - 3.1.2 the Participant's physical, cognitive and behavioural impairments such as impairments to:
    - 3.1.2.1 mobility including type of wheelchair used where relevant:
    - 3.1.2.2 arm or hand function:
    - 3.1.2.3 thermo-regulation:
    - 3.1.2.4 bladder and bowel function;
    - 3.1.2.5 cognition;
    - 3.1.2.6 behaviour;
  - 3.1.3 whether any future improvement or change in the above factors is likely;
  - 3.1.4 the effects of Assistive Technology, including wheelchairs, on the Participant's ability to function within their work or education environment.
- 3.2 In order to assess a Participant's needs in connection with workplace or education facility modifications, the LSA may require information relating to one or more of the following:
  - 3.2.1 the safety of the Participant, attendant care / support workers and other employees or students;
  - 3.2.2 the ownership of the property;
  - 3.2.3 consent required for modifications with any other parties such as a landlord, body corporate or local council;
  - 3.2.4 the Participant's entry and exit to the premises;

- 3.2.5 the Participant's access to all necessary areas;
- 3.2.6 the cost and extent of the modifications when considered in relation to the likely benefit to the Participant and alternative employment options;
- 3.2.7 the length of time the Participant is likely to remain in the education or work facility;
- 3.2.8 for education facilities, reasonable adjustments available to timetable and class allocation, for example conducting the Participant's classes in ground floor rooms;
- 3.2.9 the cost and extent of the modifications when considered in relation to the likely benefit to the Participant and alternative options for education or work.

## 4. Repairs and maintenance to workplace or education facility modifications

- 4.1 LSA may fund the cost of repairs and maintenance for modifications funded by LSA, which are essential for the Participant's access or safety.
- 4.2 LSA may fund the cost of repairs or maintenance proportional to the original costs paid, where the original modification was not fully funded by LSA, for example, where an employer or property owner also contributed to the original cost of the modification.

#### 5. Exclusions

- 5.1 The following workplace or education facility modifications are not considered necessary and reasonable TCS needs and are therefore not funded by the LSA:
  - 5.1.1 modifications to any workplace or education facility that constitute, are likely to constitute, or will result in, an illegal structure;
  - 5.1.2 modifications that are undertaken without approval In Writing from the LSA;
  - 5.1.3 modifications where the owner, body corporate or other responsible authority has not given permission In Writing for the modifications and such permission is required;
  - 5.1.4 modifications required because of a condition that existed before the Motor Vehicle Accident or that is not a result of the Motor Vehicle Accident;
  - 5.1.5 modifications that provide no clear Motor Vehicle Injury-related benefit to the Participant;
  - 5.1.6 items that are normal workplace or 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 directly related to the Participant's need arising from their Motor Vehicle Injury
  - 5.1.7 the cost of repairs and maintenance because of normal wear and tear (such as replacement of bathroom fittings/fixtures), for the upkeep of a workplace or education facility; and
  - 5.1.8 the cost of repairs and maintenance when the Participant is no longer attending the workplace or education facility.

- 5.2 Necessary and reasonable expenses in relation to workplace or education facility modifications will not include:
  - 5.2.1 additional costs or other modifications or renovations intended to add value to an existing workplace or education facility and are not related to the Participant's Motor Vehicle Injury;
  - 5.2.2 the cost of upgrades of any materials required for workplace or education facility modifications;
  - 5.2.3 any loss of value of any property resulting from any modifications to, or removal of, modifications from the property.

#### **PROCLAMATIONS**

#### South Australia

# **Adelaide University Act (Commencement) Proclamation 2025**

#### 1—Short title

This proclamation may be cited as the *Adelaide University Act (Commencement) Proclamation 2025.* 

#### 2—Commencement of remaining provisions

- (1) The following provisions of the *Adelaide University Act 2023* (No 32 of 2023) come into operation on 1 January 2026:
  - (a) Schedule 1 clauses 2 and 3;
  - (b) Schedule 1 clauses 5 and 6;
  - (c) Schedule 1 clause 29.
- (2) Schedule 1 clause 4(1) of the Act comes into operation on 31 March 2026.
- (3) Section 55 of the Act comes into operation on 30 June 2027.

#### Made by the Governor

with the advice and consent of the Executive Council on 30 October 2025

#### South Australia

### Dog and Cat Management (Breeder Reforms) Amendment Act (Commencement) Proclamation 2025

#### 1—Short title

This proclamation may be cited as the *Dog and Cat Management (Breeder Reforms) Amendment Act (Commencement) Proclamation 2025.* 

#### 2—Commencement of Act

- (1) Subject to subclause (2), the *Dog and Cat Management (Breeder Reforms) Amendment Act 2025* (No 28 of 2025) comes into operation on 17 November 2025.
- (2) The operation of the following provisions of the Act is suspended until a day or time or days or times to be fixed by subsequent proclamation or proclamations:
  - (a) section 4(1), (2), (3), (5) and (6);
  - (b) section 7;
  - (c) section 10;
  - (d) section 11;

- (e) section 14;
- (f) section 15;
- (g) section 16;
- (h) section 18;
- (i) section 22;
- (j) section 27;
- (k) section 28(6);
- (1) section 31;
- (m) section 34;
- (n) section 36;
- (o) section 37 to the extent that it enacts section 60(1)(h) of the *Dog and Cat Management Act 1995*;
- (p) section 43;
- (q) section 44;
- (r) section 48;
- (s) section 49;
- (t) Schedule 1 clause 3.

#### Made by the Governor

with the advice and consent of the Executive Council on 30 October 2025

#### South Australia

### Mental Health (Community Visitor Scheme) Amendment Act (Commencement) Proclamation 2025

#### 1—Short title

This proclamation may be cited as the *Mental Health (Community Visitor Scheme) Amendment Act (Commencement) Proclamation 2025.* 

#### 2—Commencement of Act

The Mental Health (Community Visitor Scheme) Amendment Act 2025 (No 37 of 2025) comes into operation on the day on which this proclamation is made.

#### **Made by the Governor**

with the advice and consent of the Executive Council on 30 October 2025

#### South Australia

# Summary Offences (Humiliating, Degrading or Invasive Depictions) Amendment Act (Commencement) Proclamation 2025

#### 1—Short title

This proclamation may be cited as the Summary Offences (Humiliating, Degrading or Invasive Depictions) Amendment Act (Commencement) Proclamation 2025.

#### 2—Commencement of Act

The Summary Offences (Humiliating, Degrading or Invasive Depictions) Amendment Act 2025 (No 19 of 2025) comes into operation on 3 November 2025.

#### **Made by the Governor**

with the advice and consent of the Executive Council on 30 October 2025

#### South Australia

# Adelaide University (Transfer of Assets, Contracts and Liabilities) Proclamation 2025

under Schedule 1 clause 20 of the Adelaide University Act 2023

#### 1—Short title

This proclamation may be cited as the *Adelaide University (Transfer of Assets, Contracts and Liabilities) Proclamation 2025.* 

#### 2—Commencement

- (1) Subject to this clause, this proclamation comes into operation on the day on which it is made.
- (2) Clause 4, Schedule 1 and Schedule 2 come into operation on 1 January 2026.

#### 3—Interpretation

(1) In this proclamation—

Act means the Adelaide University Act 2023;

authorisation includes a licence, consent, approval, permit, registration, accreditation or certification;

#### business record includes—

(a) correspondence; and

- (b) a book, report, contract, file or manual; and
- (c) student and staff records; and
- (d) a title document or authorisation; and
- (e) a contacts list,

whether in printed, electronic or any other form, and includes a copy of such a record;

cash and deposits includes cash in hand and money held by an ADI or other financial institution;

**binding decision** means a decision made by a prescribed university pursuant to the direct or indirect authority of a statute, rule, by-law or policy of the prescribed university that is binding on a person;

#### intellectual property includes—

- (a) registered and unregistered business names, brand names, logos and images; and
- (b) patents, designs, plant breeder's rights, trademarks and service marks, including all applications for, or rights to apply for, registration of any patent, design, plant breeder's right, trademark or service mark; and
- (c) domain names and all pages and content of, and platforms on, the websites at those domain names, and all content of any social media pages (including on Facebook, X and Instagram); and
- (d) intellectual property arising from research and development activities; and
- (e) colours, fonts, graphics, styles and distinctive identifiers comprising or used in or in connection with any intellectual property; and
- (f) copyright (including copyright in software, social media pages, websites, databases and advertising and other promotional materials); and
- (g) rights to have information (including trade secrets, know how, operating procedures and technical information) kept confidential; and
- (h) any modification, enhancement, development or re-engineering of intellectual property;

*titleholder arrangement* means an arrangement establishing and governing adjunct, affiliate and other titleholder appointments (including emeritus professors, emeritus fellows and honorary fellows) at a prescribed university;

*trust fund* includes any trust or fund (including investment common funds) established, created or administered by a prescribed university;

*university grounds* means land, buildings, structures and facilities owned or occupied by a prescribed university or of which a prescribed university has the care, control and management.

(2) In addition to section 12 of the *Legislation Interpretation Act 2021*, terms used in this proclamation and in Part 7 of Schedule 1 of the Act have the same meaning in this proclamation as they have in that Part.

#### 4—Transfer of assets, contracts and liabilities

(1) The assets, contracts and liabilities of The University of Adelaide referred to in Schedule 1 are, on 1 January 2026, transferred to Adelaide University.

(2) The assets, contracts and liabilities of the University of South Australia referred to in Schedule 2 are, on 1 January 2026, transferred to Adelaide University.

### Schedule 1—Assets, contracts and liabilities of The University of Adelaide

- (1) Subject to subclause (2), all assets, contracts and liabilities of The University of Adelaide in existence on 1 January 2026, including in or in relation to—
  - (a) authorisations; and
  - (b) binding decisions; and
  - (c) business records; and
  - (d) cash and deposits; and
  - (e) intellectual property; and
  - (f) titleholder arrangements; and
  - (g) trust funds; and
  - (h) university grounds.
- (2) Subclause (1) does not apply to the following assets, contracts and liabilities:
  - (a) the Agreement for the Provision of Services and Resources to Support the Operations of the Prescribed Universities between The University of Adelaide, the University of South Australia and Adelaide University dated 4 December 2024 and any secondment agreement entered into pursuant to clause 8 of that contract to which The University of Adelaide is party;
  - (b) the Tripartite Agreement between The University of Adelaide, the University of South Australia and Adelaide University dated 8 March 2024;
  - (c) the Heads of Agreement between The University of Adelaide and the University of South Australia dated 2 July 2023;
  - (d) the binding scheme established under Schedule 1 clause 27(2) of the Act;
  - (e) all assets, contracts and liabilities arising out of or in connection with—
    - (i) the office of Chancellor; or
    - (ii) the office of Vice-Chancellor; or
    - (iii) the Council of The University of Adelaide; or
    - (iv) a member of the Council of The University of Adelaide; or
    - (v) a sub-committee of the Council of The University of Adelaide,

including all Council and sub-committee papers, minutes and other records;

(f) the service agreement between The University of Adelaide and Diligent Board Services Australia Pty Ltd dated 12 October 2018, as amended;

- (g) any interest as an insured or otherwise under any insurance policy;
- (h) all rights and liabilities in connection with the registration of The University of Adelaide as a self-insured employer under section 129 of the *Return to Work Act 2014*;
- (i) any contracts entered into with advisors for the purposes of assisting The University of Adelaide with disestablishment;
- (j) any shares held in UniSuper Limited (ABN 54 006 027 121);
- (k) the Deed of Covenant between The University of Adelaide and SSAU Nominees Pty Limited (now UniSuper Limited (ABN 54 006 027 121)) dated 14 December 1984, as amended;
- (1) the Deed of Retirement as Employer between The University of Adelaide, UniSuper Limited (ABN 54 006 027 121) and Adelaide University as entered into before 1 January 2026;
- (m) any contract the subject matter of which relates solely to The University of Adelaide and its operations during the period up to and including 31 December 2025;
- (n) any contract which, either on its own terms or by further written agreement between The University of Adelaide or Adelaide University (or both) and the other contract party or parties, is not intended (whether expressly or by necessary implication) to extend to Adelaide University or its operations on and after 1 January 2026;
- (o) all official insignia, as defined in the *University of Adelaide Act 1971*;
- (p) the common seal of The University of Adelaide;
- (q) all liabilities arising out of or in connection with students enrolled in a program at The University of Adelaide immediately before 1 January 2026 whose enrolments are not transferred to a corresponding program at Adelaide University, including any obligations of The University of Adelaide to confer awards on students who complete the requirements for such conferral at The University of Adelaide.

### Schedule 2—Assets, contracts and liabilities of the University of South Australia

- (1) Subject to subclause (2), all assets, contracts and liabilities of the University of South Australia in existence on 1 January 2026, including in or in relation to—
  - (a) authorisations; and
  - (b) binding decisions; and
  - (c) business records; and
  - (d) cash and deposits; and
  - (e) intellectual property; and
  - (f) titleholder arrangements; and
  - (g) trust funds; and
  - (h) university grounds.

- (2) Subclause (1) does not apply to the following assets, contracts and liabilities:
  - (a) the Agreement for the Provision of Services and Resources to Support the Operations of the Prescribed Universities between The University of Adelaide, the University of South Australia and Adelaide University dated 4 December 2024 and any secondment agreement entered into pursuant to clause 8 of that contract to which the University of South Australia is party;
  - (b) the Tripartite Agreement between The University of Adelaide, the University of South Australia and Adelaide University dated 8 March 2024;
  - (c) the Heads of Agreement between The University of Adelaide and the University of South Australia dated 2 July 2023;
  - (d) the binding scheme established under Schedule 1 clause 27(2) of the Act;
  - (e) all assets, contracts and liabilities arising out of or in connection with—
    - (i) the office of Chancellor; or
    - (ii) the office of Vice Chancellor; or
    - (iii) the Council of the University of South Australia; or
    - (iv) a member of the Council of the University of South Australia; or
    - (v) a sub-committee of the Council of the University of South Australia,

including all Council and sub-committee papers, minutes and other records;

- (f) the service agreement between the University of South Australia and Diligent Board Services Australia Pty Ltd dated 22 February 2018, as amended;
- (g) any interest as an insured or otherwise under any insurance policy;
- (h) all rights and liabilities in connection with the registration of the University of South Australia as a self-insured employer under section 129 of the *Return to Work Act 2014*;
- (i) any contracts entered into with advisors for the purposes of assisting the University of South Australia with disestablishment;
- (i) any shares held in UniSuper Limited (ABN 54 006 027 121);
- (k) the Deed of Covenant between the University of South Australia and UniSuper Limited (ABN 54 006 027 121) dated 1 June 2016;
- (l) the Deed of Retirement as Employer between the University of South Australia, UniSuper Limited (ABN 54 006 027 121) and Adelaide University as entered into before 1 January 2026;
- (m) any contract the subject matter of which relates solely to the University of South Australia and its operations during the period up to and including 31 December 2025;
- (n) any contract which, either on its own terms or by further written agreement between the University of South Australia or Adelaide University (or both) and the other contract party or parties, is not intended (whether expressly or by necessary implication) to extend to Adelaide University or its operations on and after 1 January 2026;

- (o) all official insignia, as defined in the *University of South Australia Act 1990*;
- (p) the common seal of the University of South Australia;
- (q) all liabilities arising out of or in connection with students enrolled in a program at the University of South Australia immediately before 1 January 2026 whose enrolments are not transferred to a corresponding program at Adelaide University, including any obligations of the University of South Australia to confer awards on students who complete the requirements for such conferral at the University of South Australia.

#### Made by the Governor

after consultation with The University of Adelaide, the University of South Australia and Adelaide University and with the advice and consent of the Executive Council on 30 October 2025

#### South Australia

# Adelaide University (Transfer of Students) **Proclamation 2025**

under Schedule 1 clause 24 of the Adelaide University Act 2023

#### 1—Short title

This proclamation may be cited as the *Adelaide University (Transfer of Students) Proclamation 2025.* 

#### 2—Commencement

- (1) Subject to this clause, this proclamation comes into operation on the day on which it is made.
- (2) Clause 4 comes into operation on 1 January 2026.
- (3) Clause 5 comes into operation on 24 March 2026.

#### 3—Interpretation

(1) In this proclamation—

*Act* means the *Adelaide University Act 2023*;

*course* means a subject or unit that a student may undertake at a prescribed university as part of a program.

(2) In addition to section 12 of the *Legislation Interpretation Act 2021*, terms used in this proclamation and in Part 7 of Schedule 1 of the Act have the same meaning in this proclamation as they have in that Part.

#### 4—Transfer of students on 1 January 2026

- (1) Subject to this clause—
  - (a) a person who is, immediately before the commencement of this clause, enrolled as a student in a program at The University of Adelaide specified in column 1 of table 1 in Schedule 1, is, on 1 January 2026, transferred to be a student enrolled at Adelaide University in the corresponding program listed in column 2 of that table; and
  - (b) a person who is, immediately before the commencement of this clause, enrolled as a student in a program at the University of South Australia listed in column 1 of table 2 in Schedule 1, is, on 1 January 2026, transferred to be a student enrolled at Adelaide University in the corresponding program listed in column 2 of that table.
- (2) Subclause (1) does not apply to the following persons:
  - (a) a person enrolled as a student at The University of Adelaide or the University of South Australia who, before the commencement of this clause, has completed all of the requirements—
    - (i) for the conferral of the award in the program in which they are enrolled; or
    - (ii) to be otherwise recognised as having successfully completed the program in which they are enrolled;
  - (b) a person who, immediately before the commencement of this clause—
    - (i) is enrolled as a student in 1 or more courses at The University of Adelaide or the University of South Australia; and
    - (ii) has not completed all of the requirements necessary for the completion of the course or courses;
  - (c) a person who—
    - (i) immediately before the commencement of this clause, is enrolled as a student in—
      - (A) a higher degree by research program at The University of Adelaide; or
      - (B) a research degree program at the University of South Australia; and
    - (ii) has submitted a thesis for examination that remains, immediately before the commencement of this clause, under examination.

#### 5—Transfer of students on 24 March 2026

- (1) Subject to this clause—
  - (a) a person who is, immediately before the commencement of this clause, enrolled as a student in a program at The University of Adelaide listed in column 1 of table 1 in Schedule 1, is, on 24 March 2026, transferred to be a student enrolled at Adelaide University in the corresponding program listed in column 2 of that table; and
  - (b) a person who is, immediately before the commencement of this clause, enrolled as a student in a program at the University of South Australia listed in column 1 of table 2 in Schedule 1, is, on 24 March 2026, transferred to be a student enrolled at Adelaide University in the corresponding program listed in column 2 of that table.

- (2) Subclause (1) does not apply to a person enrolled as a student at The University of Adelaide or the University of South Australia who, before the commencement of this clause, has completed all of the requirements—
  - (a) for the conferral of the award in the program in which they are enrolled; or
  - (b) to be otherwise recognised as having successfully completed the program in which they are enrolled.

### **Schedule 1—Corresponding programs**

#### Table 1

30 October 2025

Program at The University of Adelaide	Corresponding program
Adelaide Graduate Certificate in Business Administration	Graduate Certificate in Business Administration
Adelaide Graduate Diploma in Business Administration	Graduate Diploma in Business Administration
Adelaide Master of Business Administration	Master of Business Administration
Associate Degree in Construction Management	Associate Degree in Building Studies
Associate Degree in Technology (Defence Industries)	Associate Degree in Technology
Bachelor of Accounting	Bachelor of Commerce
Bachelor of Accounting & Corporate Finance	Bachelor of Accounting and Corporate Finance
Bachelor of Agricultural Sciences	Bachelor of Agricultural Sciences
Bachelor of Applied Biology	Bachelor of Applied Biology
Bachelor of Applied Data Analytics	Bachelor of Applied Data Analytics
Bachelor of Architectural Design	Bachelor of Architectural Design
Bachelor of Architectural Design (Honours)	Bachelor of Architectural Design (Honours)
Bachelor of Arts	Bachelor of Arts
Bachelor of Arts (Advanced)	Bachelor of Arts (Advanced)
Bachelor of Arts (Advanced) with Bachelor of Laws	Bachelor of Arts (Advanced), Bachelor of Laws
Bachelor of Arts (Advanced) with Bachelor of Laws (Honours)	Bachelor of Arts (Advanced), Bachelor of Laws (Honours)
Bachelor of Arts (Honours)	Bachelor of Arts (Honours)
Bachelor of Arts with Bachelor of Economics	Bachelor of Arts, Bachelor of Economics
Bachelor of Arts with Bachelor of Science	Bachelor of Arts, Bachelor of Science
Bachelor of Biotechnology	Bachelor of Science
Bachelor of Biotechnology (Honours)	Bachelor of Biotechnology (Honours)
Bachelor of Business	Bachelor of Business
Bachelor of Business (Global)	Bachelor of Business
Bachelor of Commerce	Bachelor of Business or Bachelor of Commerce
Bachelor of Commerce (Honours)	Bachelor of Commerce (Honours)
Bachelor of Computer Science	Bachelor of Computer Science

Bachelor of Computer Science (Advanced)	Bachelor of Computer Science (Advanced)
Bachelor of Computer Science (Honours)	Bachelor of Computer Science (Honours)
Bachelor of Construction Management	Bachelor of Construction Management
Bachelor of Construction Management (Honours)	Bachelor of Construction Management (Honours)
Bachelor of Corporate Finance	Bachelor of Commerce
Bachelor of Creative Arts	Bachelor of Creative Arts
Bachelor of Criminology	Bachelor of Criminology and Criminal Justice
Bachelor of Criminology (Honours)	Bachelor of Criminology (Honours)
Bachelor of Criminology with Bachelor of Laws	Bachelor of Criminology and Criminal Justice, Bachelor of Laws
Bachelor of Dental Surgery	Bachelor of Dental Surgery
Bachelor of Economics	Bachelor of Economics
Bachelor of Economics (Advanced)	Bachelor of Economics (Advanced)
Bachelor of Economics (Honours)	Bachelor of Economics (Honours)
Bachelor of Economics with Bachelor of Finance and Banking	Bachelor of Economics, Bachelor of Commerce majoring in Banking and Finance
Bachelor of Economics/Bachelor of Finance	Bachelor of Economics, Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) - Engineering Pathway	Bachelor of Engineering (Honours) (Flexible Entry)
Bachelor of Engineering (Honours) - Flexible Entry	Bachelor of Engineering (Honours) (Flexible Entry)
Bachelor of Engineering (Honours) (Architectural and Structural)	Bachelor of Engineering (Honours) (Architectural and Structural)
Bachelor of Engineering (Honours) (Chemical)	Bachelor of Engineering (Honours) (Chemical) or Bachelor of Engineering (Honours) (Chemical and Pharmaceutical)
Bachelor of Engineering (Honours) (Chemical) with Bachelor of Biotechnology	Bachelor of Engineering (Honours) (Chemical), Bachelor of Biotechnology
Bachelor of Engineering (Honours) (Chemical) with Bachelor of Finance	Bachelor of Engineering (Honours) (Chemical), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Chemical) with Bachelor of Finance and Banking	Bachelor of Engineering (Honours) (Chemical), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Chemical) with Bachelor of Mathematical and Computer Sciences	Bachelor of Engineering (Honours) (Chemical), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Chemical) with Bachelor of Science	Bachelor of Engineering (Honours) (Chemical), Bachelor of Science
Bachelor of Engineering (Honours) (Chemical) with Bachelor of Science (Biotechnology)	Bachelor of Engineering (Honours) (Chemical), Bachelor of Science majoring in Biotechnology
Bachelor of Engineering (Honours) (Civil and Architecture)	Bachelor of Engineering (Honours) (Civil and Architecture)
Bachelor of Engineering (Honours) (Civil and Environmental) with Bachelor of Finance	Bachelor of Engineering (Honours) (Civil), Bachelor of Commerce majoring in Banking and Finance

Bachelor of Engineering (Honours) (Civil and Structural)	Bachelor of Engineering (Honours) (Civil and Structural)
Bachelor of Engineering (Honours) (Civil and Structural) with Bachelor of Finance	Bachelor of Engineering (Honours) (Civil Structures), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Civil and Structural) with Bachelor of Mathematical and Computer Sciences	Bachelor of Engineering (Honours) (Civil Structures), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Civil)	Bachelor of Engineering (Honours) (Civil)
Bachelor of Engineering (Honours) (Civil) with Bachelor of Finance	Bachelor of Engineering (Honours) (Civil), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Civil) with Bachelor of Finance and Banking	Bachelor of Engineering (Honours) (Civil), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Civil) with Bachelor of Mathematical and Computer Sciences	Bachelor of Engineering (Honours) (Civil), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Civil, Structural & Environmental)	Bachelor of Engineering (Honours) (Civil, Structural and Environmental)
Bachelor of Engineering (Honours) (Electrical and Electronic)	Bachelor of Engineering (Honours) (Electrical and Electronic)
Bachelor of Engineering (Honours) (Electrical and Electronic) with Bachelor of Finance	Bachelor of Engineering (Honours) (Electrical and Electronic), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Electrical and Electronic) with Bachelor of Finance and Banking	Bachelor of Engineering (Honours) (Electrical and Electronic), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Electrical and Electronic) with Bachelor of Mathematical and Computer Sciences	Bachelor of Engineering (Honours) (Electrical and Electronic), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Electrical and Electronic) with Bachelor of Science	Bachelor of Engineering (Honours) (Electrical and Electronic), Bachelor of Science
Bachelor of Engineering (Honours) (Electrical and Electronic) & Bachelor of Arts	Bachelor of Engineering (Honours) (Electrical and Electronic), Bachelor of Arts
Bachelor of Engineering (Honours) (Environmental & Climate Solutions) & Bachelor of Arts	Bachelor of Engineering (Honours) (Environmental and Climate Solutions), Bachelor of Arts
Bachelor of Engineering (Honours) (Environmental & Climate Solutions) with Bachelor of Finance and Banking	Bachelor of Engineering (Honours) (Environmental and Climate Solutions), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Environmental & Climate Solutions) with Bachelor of Mathematical and Computer Sciences	Bachelor of Engineering (Honours) (Environmental and Climate Solutions), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Environmental & Climate Solutions) with Bachelor of Science	Bachelor of Engineering (Honours) (Environmental and Climate Solutions), Bachelor of Science
Bachelor of Engineering (Honours) (Environmental and Climate Solutions)	Bachelor of Engineering (Honours) (Environmental and Climate Solutions)
Bachelor of Engineering (Honours) (Environmental)	Bachelor of Engineering (Honours) (Environmental)
Bachelor of Engineering (Honours) (Environmental) with Bachelor of Finance	Bachelor of Engineering (Honours) (Environmental), Bachelor of Commerce majoring in Banking and Finance

Bachelor of Engineering (Honours) (Environmental), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Environmental), Bachelor of Science
Bachelor of Engineering (Honours) (Mechanical and Aerospace)
Bachelor of Engineering (Honours) (Mechanical and Aerospace), Bachelor of Science
Bachelor of Engineering (Honours) (Mechanical and Aerospace), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Mechanical and Sports)
Bachelor of Engineering (Honours) (Mechanical)
Bachelor of Engineering (Honours) (Mechanical), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Mechanical), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Mechanical), Bachelor of Commerce majoring in Banking and Finance
Bachelor of Engineering (Honours) (Mechanical), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Mechanical), Bachelor of Science
Bachelor of Engineering (Honours) (Mechanical), Bachelor of Arts
Bachelor of Engineering (Honours) (Mechatronic), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Mining)
Bachelor of Engineering (Honours) (Mining), Bachelor of Mathematical and Computer Sciences
Bachelor of Engineering (Honours) (Petroleum)
Bachelor of Engineering (Honours) (Petroleum) with majors in Civil, Chemical, Mechanical or Mining engineering
Bachelor of Engineering (Honours) (Petroleum, Civil and Structures)
Bachelor of Software Engineering (Honours)
Bachelor of Environmental Policy and Management
Bachelor of Environmental Policy and Management (Honours)

Bachelor of Finance	Bachelor of Commerce majoring in Banking and Finance
Bachelor of Finance (Honours)	Bachelor of Finance (Honours)
Bachelor of Finance and Banking	Bachelor of Commerce
Bachelor of Finance and Banking with Bachelor of Mathematical and Computer Sciences	Bachelor of Commerce majoring in Banking and Finance, Bachelor of Mathematical and Computer Sciences
Bachelor of Finance/Bachelor of Mathematical and Computer Sciences	Bachelor of Commerce majoring in Banking and Finance, Bachelor of Mathematical and Computer Sciences
Bachelor of Food and Nutrition Science	Bachelor of Food and Nutrition Science
Bachelor of Food and Nutrition Science (Honours)	Bachelor of Food and Nutrition Science (Honours)
Bachelor of Food and Nutrition Science (Honours) [4 years]	Bachelor of Food and Nutrition Science (Honours)
Bachelor of Health and Medical Sciences	Bachelor of Biomedical and Health Sciences
Bachelor of Health and Medical Sciences (Advanced)	Bachelor of Health and Medical Sciences (Advanced)
Bachelor of Health and Medical Sciences (Honours)	Bachelor of Health and Medical Sciences (Honours)
Bachelor of Health Sciences	Bachelor of Biomedical and Health Sciences
Bachelor of Health Service Management [online]	Bachelor of Health Service Management
Bachelor of Information Technology	Bachelor of Information Technology
Bachelor of Innovation and Entrepreneurship	Bachelor of Business, majoring in Innovation, Entrepreneurship and Strategy
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Bachelor of International Relations with Bachelor of Arts	Bachelor of International Relations, Bachelor of Arts
Arts	Bachelor of International Relations, Bachelor of Arts
Arts Bachelor of International Business	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business
Arts Bachelor of International Business Bachelor of International Business [online]	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of Media	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of Media and Communication
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of Media Bachelor of International Studies Bachelor of International Studies	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of Media and Communication  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of Media Bachelor of International Studies Bachelor of International Studies with Bachelor of Economics	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of Media and Communication  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of Media Bachelor of International Studies Bachelor of International Studies Bachelor of International Studies with Bachelor of Economics Bachelor of Languages	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of Media and Communication  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations, Bachelor of Economics  Bachelor of Languages
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of Media Bachelor of International Studies Bachelor of International Studies with Bachelor of Economics Bachelor of Languages Bachelor of Languages Bachelor of Laws	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of Media and Communication  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations  Bachelor of Languages  Bachelor of Languages  Bachelor of Laws
Arts Bachelor of International Business Bachelor of International Business [online] Bachelor of International Development Bachelor of International Relations Bachelor of International Relations (Honours) Bachelor of International Relations with Bachelor of Economics Bachelor of International Relations with Bachelor of Media Bachelor of International Studies Bachelor of International Studies with Bachelor of Economics Bachelor of Languages Bachelor of Languages Bachelor of Laws Bachelor of Laws (Honours)	Bachelor of International Relations, Bachelor of Arts  Bachelor of Business  Bachelor of International Business  Bachelor of Arts  Bachelor of International Relations  Bachelor of International Relations (Honours)  Bachelor of International Relations, Bachelor of Economics  Bachelor of International Relations, Bachelor of Media and Communication  Bachelor of International Relations  Bachelor of International Relations  Bachelor of International Relations, Bachelor of Economics  Bachelor of Languages  Bachelor of Languages  Bachelor of Laws  Bachelor of Laws (Honours)

Bachelor of Mathematical and Computer Sciences (Honours) (Honours) **Bachelor of Mathematical Sciences Bachelor of Mathematics** Bachelor of Mathematical Sciences (Advanced) Bachelor of Mathematical Sciences (Advanced) Bachelor of Mathematical Sciences (Honours) Bachelor of Mathematics (Honours) Bachelor of Mathematical Sciences (Honours) [4 Bachelor of Mathematics (Honours) years] Bachelor of Media Bachelor of Media and Communication Bachelor of Media (Honours) Bachelor of Media (Honours) Bachelor of Media with Bachelor of Arts Bachelor of Media and Communication, Bachelor of Arts Bachelor of Media with Bachelor of Computer Bachelor of Media and Communication, Bachelor of Sciences Computer Sciences Bachelor of Media with Bachelor of Creative Arts Bachelor of Media and Communication, Bachelor of Creative Arts Bachelor of Media with Bachelor of Criminology Bachelor of Media and Communication, Bachelor of Criminology Bachelor of Media with Bachelor of Sociology Bachelor of Media and Communication, Bachelor of Sociology Bachelor of Medical Studies Bachelor of Medical Studies Bachelor of Medicine & Bachelor of Surgery Bachelor of Medicine, Bachelor of Surgery Bachelor of Music Bachelor of Music Bachelor of Music (Advanced) Bachelor of Music (Advanced) Bachelor of Music (Honours) Bachelor of Music (Honours) Bachelor of Music Theatre Bachelor of Music Theatre Bachelor of Nursing Bachelor of Nursing Bachelor of Occupational Therapy (Honours) Bachelor of Occupational Therapy (Honours) Bachelor of Oral Health Bachelor of Oral Health Bachelor of Peace & Conflict Studies Bachelor of Peace and Conflict Studies Bachelor of Philosophy, Politics and Economics Bachelor of Philosophy, Politics and Economics Bachelor of Physiotherapy (Honours) Bachelor of Physiotherapy (Honours) **Bachelor of Project Management** Bachelor of Business Bachelor of Psychological Science Bachelor of Psychology Bachelor of Psychological Science (Honours) Bachelor of Psychology (Honours) Bachelor of Psychology (Advanced) (Honours) Bachelor of Psychology (Honours) Bachelor of Science Bachelor of Science

Bachelor of Science (Advanced)

Bachelor of Science (Animal Behaviour)

Bachelor of Science (Animal Science)

Bachelor of Science

Bachelor of Science (Advanced) (Honours) [4 years] Bachelor of Science (Advanced) (Honours)

Bachelor of Science (Advanced)

Bachelor of Science (Biomedical Science)	Bachelor of Biomedical and Health Sciences
Bachelor of Science (Dentistry) - honours	Bachelor of Science (Dentistry) (Honours)
Bachelor of Science (High Performance Computational Physics) (Honours)	Bachelor of Science (Honours)
Bachelor of Science (Honours)	Bachelor of Science (Honours)
Bachelor of Science (Honours) [4 years]	Bachelor of Science (Honours)
Bachelor of Science (Mineral Geoscience)	Bachelor of Science
Bachelor of Science (Space Science and Astrophysics)	Bachelor of Science
Bachelor of Science (Veterinary Bioscience)	Bachelor of Science (Veterinary Bioscience)
Bachelor of Social Sciences	Bachelor of Social Science
Bachelor of Social Sciences/Bachelor of Health Sciences	Bachelor of Social Science, Bachelor of Health Science
Bachelor of Sociology	Bachelor of Arts
Bachelor of Sociology (Honours)	Bachelor of Sociology (Honours)
Bachelor of Speech Pathology (Honours)	Bachelor of Speech Pathology (Honours)
Bachelor of Teaching (Middle)/Bachelor of Arts	Bachelor of Teaching (Middle), Bachelor of Arts
Bachelor of Teaching (Middle)/Bachelor of Business Management	Bachelor of Teaching (Middle), Bachelor of Business majoring in Management
Bachelor of Teaching (Middle)/Bachelor of Mathematical and Computer Sciences	Bachelor of Teaching (Middle), Bachelor of Mathematical and Computer Sciences
Bachelor of Teaching (Middle)/Bachelor of Music	Bachelor of Teaching (Middle), Bachelor of Music
Bachelor of Teaching (Middle)/Bachelor of Science	Bachelor of Teaching (Middle), Bachelor of Science
Bachelor of Teaching (Secondary)/Bachelor of Economics	Bachelor of Teaching (Secondary), Bachelor of Economics
Bachelor of Teaching (Secondary) with Bachelor of Arts	Bachelor of Teaching (Secondary), Bachelor of Arts
Bachelor of Teaching (Secondary) with Bachelor of Mathematical and Computer Sciences	Bachelor of Teaching (Secondary), Bachelor of Mathematical and Computer Sciences
Bachelor of Teaching (Secondary) with Bachelor of Music	Bachelor of Teaching (Secondary), Bachelor of Music
Bachelor of Teaching (Secondary) with Bachelor of Science	Bachelor of Teaching (Secondary), Bachelor of Science
Bachelor of Teaching/Bachelor of Arts	Bachelor of Teaching (Secondary), Bachelor of Arts
Bachelor of Teaching/Bachelor of Economics	Bachelor of Teaching (Secondary), Bachelor of Economics
Bachelor of Teaching/Bachelor of Mathematical and Computer Sciences	Bachelor of Teaching (Secondary), Bachelor of Mathematical and Computer Sciences
Bachelor of Teaching/Bachelor of Science	Bachelor of Teaching (Secondary), Bachelor of Science
Bachelor of Technology (Defence Industries)	Bachelor of Information Technology
Bachelor of Veterinary Technology	Bachelor of Veterinary Technology
Bachelor of Viticulture and Oenology	Bachelor of Viticulture and Oenology

Bachelor of Viticulture and Oenology (Honours) Bachelor of Viticulture and Oenology (Honours) Centre for Aboriginal Studies in Music (CASM) **CASM Foundation Studies** Foundation Year Diploma in Arts Diploma in Arts Studies Diploma in Arts (Specialisation) Diploma in Arts Studies Diploma in Business Diploma in Business Studies Diploma in Engineering Diploma in Engineering Diploma in Languages Diploma in Languages **Doctor of Clinical Dentistry Doctor of Clinical Dentistry** Doctor of Medicine Doctor of Medicine Doctor of Philosophy Doctor of Philosophy Doctor of Philosophy, Master of Psychology Doctor of Philosophy, Master of Psychology (Clinical) (Clinical) Doctor of Veterinary Medicine Doctor of Veterinary Medicine **Executive Graduate Certificate in Business** Graduate Certificate in Business Administration Administration **Executive Graduate Diploma in Business** Graduate Diploma in Business Administration Administration **Executive Master of Business Administration** Master of Business Administration Graduate Certificate in Marine Engineering Graduate Certificate in Engineering Graduate Certificate in Alcohol and Drug Studies Graduate Certificate in Alcohol and Drug Studies Graduate Certificate in Applied Economics Graduate Certificate in Economics and Resource Policy Graduate Certificate in Applied Project Management Graduate Certificate in Project Management Graduate Certificate in Artificial Intelligence and Graduate Certificate in Artificial Intelligence and Machine Learning Machine Learning Graduate Certificate in Biostatistics Graduate Certificate in Biostatistics Graduate Certificate in Science Graduate Certificate in Biotechnology (Biomedical) Graduate Certificate in Business Administration Graduate Certificate in Business Administration [Online] Graduate Certificate in Business Analytics Graduate Certificate in Business Analytics Graduate Certificate in Business Law Graduate Certificate in Law Graduate Certificate in Computer Science Graduate Certificate in Computer Science Graduate Certificate in Counselling and Graduate Certificate in Counselling and Psychotherapy Psychotherapy Graduate Certificate in Curatorial and Museum Graduate Certificate in Curatorial and Museum Studies Studies

Graduate Certificate in Cyber Security [Online] Graduate Certificate in Cyber Security

Graduate Certificate in Data Science Graduate Certificate in Data Science

Graduate Certificate in Cyber Security

Graduate Certificate in Cyber Security

Graduate Certificate in Cyber Security

Software)

Graduate Certificate in Cyber Security (Secure

Graduate Certificate in Data Science (Applied) [Online]	Graduate Certificate in Data Science (Applied)
Graduate Certificate in Economics and Resource Policy	Graduate Certificate in Economics and Resource Policy
Graduate Certificate in Education	Graduate Certificate in Education
Graduate Certificate in Environmental Policy and Management	Graduate Certificate in Environmental Policy and Management
Graduate Certificate in Global Food and Agricultural Business	Graduate Certificate in Economics and Resource Policy
Graduate Certificate in Immersive Media Technologies	Graduate Certificate in Immersive Media Technologies
Graduate Certificate in International Addiction Studies	Graduate Certificate in International Addiction Studies
Graduate Certificate in Law	Graduate Certificate in Law
Graduate Certificate in Machine Learning	Graduate Certificate in Artificial Intelligence and Machine Learning
Graduate Certificate in Maritime Engineering	Graduate Certificate in Engineering
Graduate Certificate in Materials Engineering	Graduate Certificate in Engineering
Graduate Certificate in Media (Strategic Communication)	Graduate Certificate in Strategic Communication
Graduate Certificate in Medical Physics	Graduate Certificate in Science
Graduate Certificate in Military Law	Graduate Certificate in Military Law
Graduate Certificate in Nursing Science	Graduate Certificate in Nursing
Graduate Certificate in Oral Health Science	Graduate Certificate in Oral Health Science
Graduate Certificate in Petroleum Engineering	Graduate Certificate in Engineering
Graduate Certificate in Project Management	Graduate Certificate in Project Management
Graduate Certificate in Public Health	Graduate Certificate in Public Health
Graduate Certificate in Public Policy	Graduate Certificate in Public Policy
Graduate Certificate in Radiation Management	Graduate Certificate in Radiation Management
Graduate Certificate in Wine Business	Graduate Certificate in Wine and Food Business
Graduate Diploma in Addiction and Mental Health	Graduate Diploma in Addiction and Mental Health
Graduate Diploma in Applied Economics	Graduate Diploma in Economics and Resource Policy
Graduate Diploma in Applied Finance	Graduate Diploma in Finance
Graduate Diploma in Applied Project Management	Graduate Diploma in Project Management
Graduate Diploma in Artificial Intelligence and Machine Learning	Graduate Diploma in Artificial Intelligence and Machine Learning
Graduate Diploma in Biostatistics	Graduate Diploma in Biostatistics
Graduate Diploma in Biotechnology (Biomedical)	Graduate Diploma in Science
Graduate Diploma in Business Administration [Online]	Graduate Diploma in Business Administration
Graduate Diploma in Business Analytics	Graduate Diploma in Business Analytics

Graduate Diploma in Computer Science	Graduate Diploma in Information Technology
Graduate Diploma in Counselling and Psychotherapy	Graduate Diploma in Counselling and Psychotherapy
Graduate Diploma in Curatorial and Museum Studies	Graduate Diploma in Curatorial and Museum Studies
Graduate Diploma in Cyber Security	Graduate Diploma in Cyber Security
Graduate Diploma in Cyber Security [Online]	Graduate Diploma in Cyber Security
Graduate Diploma in Data Science	Graduate Diploma in Data Science
Graduate Diploma in Data Science (Applied) [Online]	Graduate Diploma in Data Science (Applied)
Graduate Diploma in Economics and Resource Policy	Graduate Diploma in Economics and Resource Policy
Graduate Diploma in Education Studies	Graduate Diploma in Education Studies
Graduate Diploma in Engineering	Graduate Diploma in Engineering
Graduate Diploma in Environmental Policy and Management	Graduate Diploma in Environmental Policy and Management
Graduate Diploma in Forensic Odontology	Graduate Diploma in Forensic Odontology
Graduate Diploma in Global Food Agri Business	Graduate Diploma in Economics and Resource Policy
Graduate Diploma in Immersive Media Technologies	Graduate Diploma in Immersive Media Technologies
Graduate Diploma in International Addiction Studies	Graduate Diploma in International Addiction Studies
Graduate Diploma in International Economics	Graduate Diploma in Economics and Resource Policy
Graduate Diploma in Law	Graduate Diploma in Law
Graduate Diploma in Legal Practice	Graduate Diploma in Legal Practice
Graduate Diploma in Marine Engineering	Graduate Diploma in Engineering
Graduate Diploma in Maritime Engineering	Graduate Diploma in Engineering
Graduate Diploma in Media (Strategic Communication)	Graduate Diploma in Strategic Communication
Graduate Diploma in Military Law	Graduate Diploma in Military Law
Graduate Diploma in Music (Performance and Pedagogy)	Graduate Diploma in Music (Performance and Pedagogy)
Graduate Diploma in Music Performance	Graduate Diploma in Music Performance
Graduate Diploma in Nursing Science	Graduate Diploma in Nursing
Graduate Diploma in Petroleum Engineering	Graduate Diploma in Engineering
Graduate Diploma in Professional Accounting	Graduate Diploma in Accounting
Graduate Diploma in Project Management	Graduate Diploma in Project Management
Graduate Diploma in Psychology (Advanced) [Online]	Graduate Diploma in Psychology (Advanced)
Graduate Diploma in Psychology [Online]	Graduate Diploma in Psychology
Graduate Diploma in Public Health	Graduate Diploma in Public Health
Graduate Diploma in Public Policy	Graduate Diploma in Public Policy

Graduate Diploma in Viticulture and Oenology
Graduate Diploma in Wine Business
Graduate Diploma in Wine and Food Business

Master of Accounting Master of Accounting

Master of Accounting and Finance Master of Accounting and Finance

Master of Agribusiness Master of Agribusiness

Master of Applied Economics

Master of Applied Finance

Master of Applied Finance

Master of Applied Innovation & Entrepreneurship Master of Technology, Innovation and

Entrepreneurship

Master of Applied Project Management

Master of Project Management

Master of Project Management

Master of Project Management

Systems)

Master of Architecture Master of Architecture

Master of Architecture with Master of Landscape Master of Architecture, Master of Landscape

Architecture

Learning

Master of Artificial Intelligence and Machine

Master of Artificial Intelligence and Machine

Learning

Architecture

Master of Arts Master of Arts

Master of Arts (Interpreting, Translation & Master of Arts (Interpreting, Translation and

Transcultural Communication) Transcultural Communication)

Master of Bioinformatics Master of Bioinformatics

Master of Biopharmaceutical Engineering Master of Engineering (Biopharmaceutical)

Master of Biostatistics Master of Biostatistics

Master of Biotechnology (Biomedical) Master of Science

Master of Biotechnology (Biomedical) (Advanced) Master of Biotechnology (Biomedical) (Advanced)

Master of Business Administration (Emerging

Leaders)

Master of Business Administration

(Entrepreneurship)

Master of Business Administration

Master of Business Administration (Health Master of Business Administration (Health

Management) [Online]

Master of Business Administration (International

Trade & Development)

Master of Business Administration

Management)

Master of Business Administration (International) International Master of Business Administration

Master of Business Administration (Project

Master of Business Administration [Online]

Management)

Master of Business Administration

Master of Business Administration

Master of Business Administration (Wine Business) Master of Business Administration

Master of Business Analytics Master of Business Analytics

Master of Business Law Master of Business Law

Master of Clinical Nursing
Master of Clinical Science
Master of Clinical Science
Master of Commerce
Master of Master of Marketing

Master of Computer Science Master of Computer Science

Master of Computing and Innovation Master of Information Technology (Computing and

Innovation)

Master of Construction Management Master of Construction Management

Master of Counselling and Psychotherapy
Master of Curatorial and Museum Studies
Master of Curatorial and Museum Studies

Master of Cyber Security Master of Information Technology (Cyber Security)

Master of Cyber Security [Online] Master of Cyber Security

Master of Data Science Master of Data Science

Master of Data Science (Applied) [Online] Master of Data Science (Applied)

Master of Economics and Resource Policy Master of Economics and Resource Policy

Master of Education Master of Education

Master of Engineering (Aerospace)

Master of Engineering (Aerospace)

Master of Engineering (Chemical)

Master of Engineering (Chemical)

Master of Engineering (Civil and Structural)

Master of Engineering (Civil & Structural)

Master of Engineering (Electrical)

Master of Engineering (Electronic)

Master of Engineering (Electronic)

Master of Engineering (Electronic)

Master of Engineering (Environmental)

Master of Engineering (Environmental)

Master of Engineering (Mechanical)

Master of Engineering (Mechanical)

Master of Engineering (Mechanical)

Master of Engineering (Mechanical)

Master of Engineering (Mining)

Master of Engineering (Mining)

Master of Environmental Policy and Management Master of Environmental Policy and Management

Master of Finance Master of Finance

Master of Finance and Business Economics Master of Finance and Business Economics

Master of Food and Nutrition Science Master of Science

Master of Geostatistics Master of Geostatistics

Master of Global Food & Agricultural Business Master of Economics and Resource Policy

Master of Global Food and Nutrition Science Master of Science

Master of Immersive Media Technologies

Master of Innovation and Entrepreneurship

Master of Technology, Innovation and

Entrepreneurship

Master of International and Security Law Master of International and Security Law

Master of International Management Master of International Business

Master of International Security Master of International Security

Master of International Trade & Development

Master of International Trade and Development

Master of Landscape Architecture Master of Landscape Architecture

Master of Laws (Coursework) Master of Laws

Master of Machine Learning Master of Artificial Intelligence and Machine

Learning

Master of Marine Engineering
Master of Maritime Engineering
Master of Maritime Engineering
Master of Maritime Engineering

Master of Marketing Master of Marketing

Master of Materials Engineering Master of Engineering (Materials)

Master of Mathematical Sciences Master of Media (Strategic Communication)

Master of Strategic Communication

Master of Medical Radiation Physics Master of Science

Master of Minimally Invasive Surgery

Master of Minimally Invasive Surgery

Master of Music (Performance and Pedagogy)

Master of Music (Performance and Pedagogy)

Master of Music (Performance Studies)

Master of Music (Performance Studies)

Master of Nursing Science Master of Nursing

Master of Petroleum Engineering
Master of Petroleum Engineering
Master of Petroleum Engineering
Master of Petroleum Engineering

Master of Philosophy (Clinical Science)

Master of Philosophy (Clinical Science)

Master of Philosophy (Dentistry)

Master of Philosophy (Dentistry)

Master of Philosophy (Medical Science)

Master of Philosophy (Medical Science)

Master of Philosophy (Ophthalmology)

Master of Philosophy (Public Health)

Master of Philosophy (Public Health)

Master of Philosophy (Surgery)

Master of Philosophy (Surgery)

Master of Philosophy [100% research stream] Master of Philosophy

Master of Philosophy [coursework stream] Master of Philosophy

Master of Planning (Urban Design)

Master of Urban and Regional Planning

Master of Planning (Urban Design) with Master of

Landscape Architecture

Master of Planning specialising in Urban Design,

Master of Landscape Architecture

Master of Professional Accounting
Master of Project Management
Master of Project Management
Master of Project Management (Complex Systems)
Master of Project Management

Master of Property Master of Property

Master of Psychology (Clinical)

Master of Psychology (Clinical)

Master of Psychology (Health)

Master of Psychology (Health)

Master of Psychology (Organisational and Human

Factors)

Master of Psychology (Organisational and Human

Factors)

Master of Public Health
Master of Public Policy
Master of Public Policy
Master of Science (Petroleum Geoscience)
Master of Science

Master of Science Master of Science

Master of Science in Addiction Studies Master of Science in Addiction Studies

Master of Teaching Master of Teaching

Master of Teaching (Middle & Secondary)

Master of Teaching (Middle and Secondary)

Master of Teaching (Secondary)

Master of Teaching (Secondary)

Master of Technology Innovation and Leadership Master of Technology, Innovation and

Entrepreneurship

Master of Viticulture and Oenology
Master of Wine Business
Master of Wine and Food Business

UoA Preparatory Program Foundation Studies

Wirltu Yarlu - Uni Preparatory Program Aboriginal and Torres Strait Islander Pathway

Program

#### Table 2

Program at University of South Australia	Corresponding program
Aboriginal Pathway	Aboriginal and Torres Strait Islander Pathway
Associate Degree in Arts Studies	Associate Degree in Arts Studies
Associate Degree in Business Studies	Associate Degree in Business Studies
Associate Degree in Data Analytics	Associate Degree in Data Analytics
Associate Degree in Engineering	Associate Degree in Engineering
Associate Degree in Health Studies	Associate Degree in Health Studies
Associate Degree in Information Technology	Associate Degree in Information Technology
Bachelor of Accounting	Bachelor of Commerce
Bachelor of Accounting [online]	Bachelor of Accounting
Bachelor of Accounting, Bachelor of Finance	Bachelor of Commerce majoring in Accounting, Bachelor of Commerce majoring in Banking and Finance
Bachelor of Applied Finance	Bachelor of Commerce majoring in Banking and Finance
Bachelor of Applied Science (Honours)	Bachelor of Science (Honours) or Bachelor of Mathematics (Honours)
Bachelor of Architectural Studies	Bachelor of Architectural Design
Bachelor of Arts	Bachelor of Arts or Bachelor of Creative Arts
Bachelor of Arts (Aboriginal Cultures and Australian Society)	Bachelor of Arts
Bachelor of Arts (Aboriginal Cultures and Australian Society), Bachelor of Social Work	Bachelor of Arts majoring in Aboriginal Studies, Bachelor of Social Work
Bachelor of Arts (Aboriginal Studies), Bachelor of Education (Middle and Secondary)	Bachelor of Arts majoring in Aboriginal Studies, Bachelor of Education (Middle and Secondary)
Bachelor of Arts (Honours)	Bachelor of Arts (Honours)
Bachelor of Arts (Indigenous Studies)	Bachelor of Arts

Bachelor of Arts [Criminology and Criminal Justice] Bachelor of Criminology and Criminal Justice

Bachelor of International Relations

Bachelor of Arts [International Relations]

Bachelor of Aviation	Bachelor of Aviation
Bachelor of Biomedical Research (Honours)	Bachelor of Biomedical Research (Honours)
Bachelor of Biomedical Science	Bachelor of Biomedical and Health Sciences
Bachelor of Business	Bachelor of Business or Bachelor of Commerce
Bachelor of Business (Economics, Finance and Trade)	Bachelor of Business majoring in Economics, Finance and Trade
Bachelor of Business (Economics, Finance and Trade) [online]	Bachelor of Business (Economics, Finance and Trade)
Bachelor of Business (Economics, Finance and Trade), Bachelor of International Relations	Bachelor of Business majoring in Economics, Finance and Trade, Bachelor of International Relations
Bachelor of Business (Finance)	Bachelor of Commerce majoring in Banking and Finance
Bachelor of Business (Financial Planning)	Bachelor of Business (Financial Planning)
Bachelor of Business (Human Resource Management)	Bachelor of Business majoring in Human Resource Management
Bachelor of Business (Human Resource Management) [online]	Bachelor of Business (Human Resource Management)
Bachelor of Business (Legal Studies)	Bachelor of Business
Bachelor of Business (Logistics and Supply Chain Management)	Bachelor of Business
Bachelor of Business (Management)	Bachelor of Business majoring in Management
Bachelor of Business (Management) [online]	Bachelor of Business (Management)
Bachelor of Business (Marketing)	Bachelor of Business majoring in Marketing
Bachelor of Business (Marketing) [online]	Bachelor of Business (Marketing)
Bachelor of Business (Property)	Bachelor of Commerce majoring in Property
Bachelor of Business (Sport and Recreation Management)	Bachelor of Business
Bachelor of Business (Tourism and Event Management)	Bachelor of Business
Bachelor of Business (Tourism, Event and Hospitality Management)	Bachelor of Business majoring in Tourism, Event and Hospitality Management
Bachelor of Business (Tourism, Event and Hospitality Management) [online]	Bachelor of Business (Tourism, Events and Hospitality Management)
Bachelor of Business Administration	Bachelor of Business
Bachelor of Clinical Exercise Physiology (Honours)	Bachelor of Clinical Exercise Physiology (Honours)
Bachelor of Commerce	Bachelor of Commerce
Bachelor of Commerce (Accounting)	Bachelor of Accounting or Bachelor of Commerce majoring in Accounting
Bachelor of Commerce (Accounting), Bachelor of Business (Finance)	Bachelor of Commerce majoring in Accounting, Bachelor of Commerce majoring in Banking and Finance

Bachelor of Commerce, Bachelor of Applied Finance	Bachelor of Commerce majoring in Accounting, Bachelor of Commerce majoring in Banking and Finance
Bachelor of Communication	Bachelor of Communication
Bachelor of Communication and Media	Bachelor of Media and Communication
Bachelor of Community Health	Bachelor of Community Health
Bachelor of Construction Management	Bachelor of Construction Management
Bachelor of Construction Management (Honours)	Bachelor of Construction Management (Honours)
Bachelor of Contemporary Art	Bachelor of Fine Arts
Bachelor of Creative Arts (Honours)	Bachelor of Creative Arts (Honours)
Bachelor of Creative Industries	Bachelor of Creative Arts
Bachelor of Criminology and Criminal Justice	Bachelor of Criminology and Criminal Justice
Bachelor of Data Analytics	Bachelor of Data Analytics
Bachelor of Design (Communication Design)	Bachelor of Graphic Communication Design
Bachelor of Design (Graphic and Communication Design)	Bachelor of Graphic Communication Design
Bachelor of Design (Illustration and Animation)	Bachelor of Illustration and Animation
Bachelor of Design (Product Design)	Bachelor of Industrial Design
Bachelor of Digital Business	Bachelor of Business majoring in Digital Business
Bachelor of Digital Business [online]	Bachelor of Digital Business
Bachelor of Digital Media	Bachelor of Digital Media
Bachelor of Early Childhood (B-5 years)	Bachelor of Early Childhood (B-5 years)
Bachelor of Early Childhood Education (Honours)	Bachelor of Early Childhood Education (Honours)
Bachelor of Education Studies	Bachelor of Education Studies
Bachelor of Engineering (Honours) (Surveying)	Bachelor of Engineering (Honours) (Surveying)
Bachelor of Engineering (Honours) [Civil and Construction Management]	Bachelor of Engineering (Honours) (Civil and Construction Management)
Bachelor of Engineering (Honours) [Civil and Structural]	Bachelor of Engineering (Honours) (Civil and Structural)
Bachelor of Engineering (Honours) [Civil]	Bachelor of Engineering (Civil) (Honours) or Bachelor of Engineering (Honours) (Civil)
Bachelor of Engineering (Honours) [Electrical and Electronic]	Bachelor of Engineering (Honours) (Electrical and Electronic)
Bachelor of Engineering (Honours) [Electrical and Mechatronic]	Bachelor of Engineering (Honours) (Electrical and Mechatronic)
Bachelor of Engineering (Honours) [Flexible Entry]	Bachelor of Engineering (Honours) (Flexible Entry)
Bachelor of Engineering (Honours) [Mechanical and Advanced Manufacturing]	Bachelor of Engineering (Honours) (Mechanical and Advanced Manufacturing)
Bachelor of Engineering (Honours) [Mechanical and Mechatronic)	Bachelor of Engineering (Honours) (Mechanical and Mechatronic)
Bachelor of Engineering (Honours) [Mechanical]	Bachelor of Engineering (Honours) (Mechanical)
Bachelor of Engineering (Honours) [Mechatronic]	Bachelor of Engineering (Honours) (Mechatronic)

Bachelor of Environmental Science Bachelor of Science

Bachelor of Exercise and Sport Science Bachelor of Exercise and Sport Science

Bachelor of Exercise and Sport Science, Bachelor of Bachelor of Exercise and Sport Science, Bachelor of

**Nutrition and Food Sciences** 

Human Nutrition

Bachelor of Exercise and Sport Science, Bachelor of

Psychology (Counselling and Interpersonal Skills)

Bachelor of Exercise Sport Science, Bachelor of

Psychology majoring in Counselling and

Interpersonal Skills

Bachelor of Film and Television Bachelor of Film and Television

Bachelor of Finance Bachelor of Commerce majoring in Banking and

Finance

Bachelor of Health Science Bachelor of Health Science

Bachelor of Health Science (Nutrition and Exercise) Bachelor of Health Science (Nutrition and Exercise)

Bachelor of Health Science (Public Health)

Bachelor of Public Health

Bachelor of Health Studies

Bachelor of Human Movement

Bachelor of Human Movement

Bachelor of Human Movement, Bachelor of
Business (Sport and Recreation Management)

Bachelor of Human Movement, Bachelor of
Business majoring in Sport Management

Bachelor of Human Movement, Bachelor of

Nutrition and Food Sciences

Bachelor of Human Movement, Bachelor of Human

Nutrition

Bachelor of Information Technology Bachelor of Information Technology

Bachelor of Information Technology (Honours)

(Enterprise Business Solutions)

Bachelor of Information Technology and Data

Bachelor of Information Technology and Data

lytics Anal

Analytics

Analytics

Analytics

Bachelor of Interior Architecture Bachelor of Interior Architecture (Honours)

Bachelor of Journalism

Bachelor of Journalism and Professional Writing

Bachelor of Journalism

Bachelor of Journalism and Professional Writing,
Bachelor of Arts (Creative Writing and Literature)

Bachelor of Journalism, Bachelor of Arts majoring in Creative Writing

Bachelor of Journalism and Professional Writing,
Bachelor of Arts (Creative Writing and Literature)

Bachelor of Journalism, Bachelor of Arts majoring in Creative Writing

Bachelor of Laboratory Medicine (Honours)

Bachelor of Laboratory Medicine (Honours)

Bachelor of Laws Bachelor of Laws

Bachelor of Laws [5 years] Bachelor of Laws, [equivalent Bachelor degree]

Bachelor of Laws (Honours)

Bachelor of Laws (Honours)

Bachelor of Management Bachelor of Business
Bachelor of Management (Marketing) Bachelor of Business

Bachelor of Marketing and Communication Bachelor of Business majoring in Marketing and

Communication

Bachelor of Marketing and Communication [online] Bachelor of Marketing and Communication

Bachelor of Mathematics Bachelor of Mathematics

Bachelor of Medical Radiation Science Bachelor of Medical Radiation Science

Bachelor of Medical Radiation Science (Honours) Bachelor of Medical Radiation Science (Honours)

Bachelor of Medical Science Bachelor of Medical Science

Bachelor of Midwifery

Bachelor of Nursing

Bachelor of Nursing

Bachelor of Nutrition and Food Sciences Bachelor of Human Nutrition

Bachelor of Occupational Therapy Bachelor of Occupational Therapy

Bachelor of Occupational Therapy (Honours)

Bachelor of Occupational Therapy (Honours)

Bachelor of Outdoor and Environmental Leadership Bachelor of Outdoor and Environmental Leadership

Pharmacy (Honours)

Bachelor of Pharmaceutical Science Bachelor of Pharmaceutical Science

Bachelor of Pharmaceutical Science, Bachelor of

Bachelor of Pharmaceutical Science, Bachelor of

Pharmacy (Honours)

Bachelor of Pharmacy (Honours)

Bachelor of Physiotherapy (Honours)

Bachelor of Physiotherapy (Honours)

Bachelor of Podiatry Bachelor of Podiatry

Bachelor of Podiatry (Honours)

Bachelor of Podiatry (Honours)

Bachelor of Primary Education (Honours)

Bachelor of Teaching (Primary) (Honours) or

Bachelor of Primary Education (Honours)

Bachelor of Psychological Science and Sociology Bachelor of Psychological Sciences and Sociology

Bachelor of Psychology Bachelor of Psychology

Bachelor of Psychology (Counselling and

Interpersonal Skills), Bachelor of Business (Human

Resource Management)

Bachelor of Psychology majoring in Counselling and Interpersonal Skills, Bachelor of Business majoring

in Human Resource Management

Bachelor of Psychology (Honours)

Bachelor of Psychology (Honours)

Bachelor of Public Health Bachelor of Public Health

Bachelor of Science (Honours)

Bachelor of Science (Honours)

Bachelor of Secondary Education (Honours) Bachelor of Teaching (Secondary) (Honours) or

Bachelor of Secondary Education (Honours)

Bachelor of Social Science Bachelor of Social Science

Bachelor of Social Science (Human Services), Bachelor of Social Science majoring in Human

Bachelor of Arts Services, Bachelor of Arts

Bachelor of Social Science (Human Services), Bachelor of Social Science majoring in Human

Bachelor of Psychology Services, Bachelor of Psychology

Bachelor of Social Work Bachelor of Social Work

Bachelor of Social Work (Honours)

Bachelor of Social Work (Honours)

Bachelor of Social Work, Bachelor of Arts Bachelor of Social Work, Bachelor of Arts majoring

(International Relations) in International Relations

Bachelor of Software Engineering (Honours)

Bachelor of Speech Pathology (Honours)

Bachelor of Speech Pathology (Honours)

Bachelor of Tourism and Event Management Bachelor of Business

Bachelor of Urban and Regional Planning (Honours) Bachelor of Urban and Regional Planning (Honours)

Bachelor of Visual Effects

Diploma in Aged Care

Diploma in Arts

Diploma in Arts Studies

Diploma in Arts Studies

Diploma in Business Diploma in Business Studies

Diploma in Business Studies

Diploma in Construction

Diploma in Building Studies

Diploma in Creative Studies

Diploma in Creative Studies

Diploma in Digital Business

Diploma in Education Studies

Diploma in Education Studies

Diploma in Engineering

Diploma in Engineering

Diploma in Health or Diploma in Health Studies

Diploma in Health Studies Diploma in Health Studies

Diploma in Information Technology Diploma in Information Technology

Diploma in Languages Diploma in Languages

Diploma in Science and the Environment

Diploma in Science Studies

Diploma in Social Sciences

Diploma in Sport Management

Diploma in Sport Management

Diploma in STEM

Doctor of Education

Doctor of Philosophy

Doctor of Philosophy

Global Executive MBA: Defence and Space Global Executive Master of Business Administration

(Defence and Space)

Graduate Certificate in 3D Animation

Graduate Certificate in Aboriginal Studies

Graduate Certificate in Aboriginal Studies

Graduate Certificate in Aboriginal Studies

Graduate Certificate in Advanced Clinical

Musculoskeletal and Sports Physiotherapy

Graduate Certificate in Ageing and Disability

Graduate Certificate in Ageing and Disability

Graduate Certificate in Breast Imaging
Graduate Certificate in Building Surveying
Graduate Certificate in Building Surveying

Graduate Certificate in Business Graduate Certificate in Business

Graduate Certificate in Business (Digital Graduate Certificate in Business (Digital

Transformation) Transformation)

Graduate Certificate in Business Administration

Graduate Certificate in Business Administration:

Graduate Certificate in Business Administration:

Graduate Certificate in Global Executive Business

Defence and Space Administration in Defence and Space

Graduate Certificate in Childhood Trauma

Graduate Certificate in Childhood Trauma

Graduate Certificate in Compositing and Tracking Graduate Certificate in Compositing and Tracking

Graduate Certificate in Creature Effects

Graduate Certificate in Creature Effects

Graduate Certificate in Cyber Security

Graduate Certificate in Cyber Security

Graduate Certificate in Data Science	Graduate Certificate in Data Science
Graduate Certificate in Dynamic Effects and Lighting	Graduate Certificate in Dynamic Effects and Lighting
Graduate Certificate in Education	Graduate Certificate in Education
Graduate Certificate in Education (Catholic Education)	Graduate Certificate in Education (Catholic Education)
Graduate Certificate in Education (Islamic Education)	Graduate Certificate in Education (Islamic Education)
Graduate Certificate in Education Studies (Digital Learning)	Graduate Certificate in Education (Digital Learning)
Graduate Certificate in Education Studies (Educational Leadership)	Graduate Certificate in Education Studies (Educational Leadership)
Graduate Certificate in Education Studies (Inclusive Education)	Graduate Certificate in Education Studies (Inclusive Education)
Graduate Certificate in Education Studies (TESOL)	Graduate Certificate in Education Studies (TESOL)
Graduate Certificate in Engineering	Graduate Certificate in Engineering or Graduate Certificate in Engineering (Management)
Graduate Certificate in Film and Television	Graduate Certificate in Film and Television
Graduate Certificate in Financial Planning	Graduate Certificate in Financial Planning
Graduate Certificate in Health Services Management	Graduate Certificate in Health Services Management
Graduate Certificate in Human Services Management	Graduate Certificate in Human Services Management
Graduate Certificate in Information Management	Graduate Certificate in Information Management
Graduate Certificate in Information Technology	Graduate Certificate in Information Technology
Graduate Certificate in Leadership	Graduate Certificate in Leadership
Graduate Certificate in Management	Graduate Certificate in Business
Graduate Certificate in Marketing	Graduate Certificate in Marketing
Graduate Certificate in Medical Sonography Principles and Theory	Graduate Certificate in Medical Sonography Principles and Theory
Graduate Certificate in Mental Health	Graduate Certificate in Mental Health
Graduate Certificate in Mental Health Nursing	Graduate Certificate in Nursing
Graduate Certificate in Midwifery	Graduate Certificate in Midwifery
Graduate Certificate in Midwifery (SA Health Clinical Specialisation Program)	Graduate Certificate in Midwifery
Graduate Certificate in Nursing	Graduate Certificate in Nursing
Graduate Certificate in Nursing (SA Health Clinical Specialisation Program)	Graduate Certificate in Nursing
Graduate Certificate in Perinatal Mental Health	Graduate Certificate in Perinatal Mental Health
Graduate Certificate in Pharmacy Practice	Graduate Certificate in Pharmacy Practice
Graduate Certificate in Project Management	Graduate Certificate in Project Management
Graduate Certificate in Strategic Communication	Graduate Certificate in Strategic Communication
Graduate Diploma in Aboriginal Studies	Graduate Diploma in Aboriginal Studies

Graduate Diploma in Aviation Graduate Diploma in Aviation Graduate Diploma in Building Surveying Graduate Diploma in Building Surveying Graduate Diploma in Business Administration Graduate Diploma in Business Administration Graduate Diploma in Business Administration: Graduate Diploma in Global Executive Business Defence and Space Administration in Defence and Space Graduate Diploma in Communication Graduate Diploma in Strategic Communication Graduate Diploma in Data Science Graduate Diploma in Data Science Graduate Diploma in Design Graduate Diploma in Design Graduate Diploma in Education (Islamic Education) Graduate Diploma in Education (Islamic Education) Graduate Diploma in Engineering Graduate Diploma in Engineering Graduate Diploma in Engineering (Engineering Graduate Diploma in Engineering (Management) Management) Graduate Diploma in Financial Planning Graduate Diploma in Financial Planning Graduate Diploma in Health Services Management Graduate Diploma in Health Services Management Graduate Diploma in Human Resource Management Graduate Diploma in Human Resource Management Graduate Diploma in Information Management Graduate Diploma in Information Management Graduate Diploma in Information Technology Graduate Diploma in Information Technology Graduate Diploma in International Business Graduate Diploma in International Business Graduate Diploma in Management Graduate Diploma in Management Graduate Diploma in Management (Arts and Graduate Diploma in Management Cultural Management) Graduate Diploma in Medical Sonography (Cardiac) Graduate Diploma in Medical Sonography (Cardiac) Graduate Diploma in Medical Sonography (General) Graduate Diploma in Medical Sonography (General) Graduate Diploma in Medical Sonography Graduate Diploma in Medical Sonography (Vascular) (Vascular) Graduate Diploma in Mental Health Graduate Diploma in Mental Health Graduate Diploma in Mental Health Nursing Graduate Diploma in Mental Health Nursing Graduate Diploma in Nursing Graduate Diploma in Nursing Graduate Diploma in Project Management Graduate Diploma in Project Management Graduate Diploma in Systems Engineering Graduate Diploma in Engineering Graduate Diploma in Urban and Regional Planning Graduate Diploma in Urban and Regional Planning International Master of Business Administration International Master of Business Administration Laws Double Degree (Honours) [5.5 Years] Bachelor of Laws (Honours), Bachelor of Commerce majoring in Accounting Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Arts Arts (History and Global Politics)] majoring in History and Global Politics Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Arts Arts (International Relations)] majoring in International Relations Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Arts Arts]

Master of Environmental Science

Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Economics, Finance and Trade)] majoring in Economics, Finance and Trade Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Human Resource Management)] majoring in Human Resource Management Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Management)] majoring in Management Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Marketing)] majoring in Marketing Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Sport and Recreation Management)] majoring in Sport Management Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Tourism and Event Management)] majoring in Tourism and Event Management Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Business Business (Tourism, Event and Hospitality majoring in Tourism, Event and Hospitality Management)] Management Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Journalism Journalism and Professional Writing] Laws Double Degree (Honours) [with Bachelor of Bachelor of Laws (Honours), Bachelor of Psychology] Psychology Master of Aboriginal Studies Master of Aboriginal Studies Master of Advanced Clinical Physiotherapy Master of Advanced Clinical Physiotherapy Master of Applied Project Management Master of Project Management or Master of Applied Project Management Master of Architecture Master of Architecture Master of Business Administration Master of Business Administration Master of Clinical Pharmacy Master of Clinical Pharmacy Master of Communication Master of Strategic Communication Master of Information Technology (Cyber Security) Master of Cybersecurity Master of Data Science Master of Data Science Master of Design Master of Design Master of Education Master of Education Master of Education (TESOL) Master of Education (TESOL) Master of Education Studies Master of Education Studies Master of Engineering (Civil and Infrastructure) Master of Engineering (Civil and Infrastructure) Master of Engineering (Cyber Engineering and Master of Engineering (Cyber Engineering and Telecommunications) Telecommunications) Master of Engineering (Electrical Power) Master of Engineering (Electrical Power) Master of Engineering (Engineering Management) Master of Engineering (Engineering Management) Master of Engineering (Telecommunications) Master of Engineering (Telecommunications) Master of Engineering (Water Resources Master of Professional Engineering (Environmental Management) and Water Resources Management)

Master of Science or Master of Environmental

Science

Master of Finance Master of Finance

Master of Finance (Financial Planning) Master of Financial Planning

Master of Health Services Management Master of Health Services Management Master of Information Management Master of Information Management

Master of Information Technology (Enterprise Master of Information Technology

Management) or Master of Information Technology

(Cyber Security)

Master of International Business Master of International Business

Master of Logistics and Supply Chain Management Master of Procurement and Supply Chain

Management

Master of Management or Master of Business Master of Management

Analytics

Master of Management (Arts and Cultural

Management)

Master of Management

Master of Management (Human Resource

Management)

Master of Human Resource Management

Master of Management (Marketing) Master of Marketing

Master of Management (Tourism and Event Master of Tourism, Events and Hospitality

Management)

Management

Master of Medical Sonography (Cardiac)

Master of Medical Sonography (Cardiac) Master of Medical Sonography (General) Master of Medical Sonography (General) Master of Medical Sonography (Vascular) Master of Medical Sonography (Vascular)

Master of Midwifery Master of Midwifery Master of Nursing Master of Nursing

Master of Nursing (Nurse Practitioner) Master of Nursing (Nurse Practitioner)

Master of Occupational Therapy (Graduate Entry) Master of Occupational Therapy (Graduate Entry)

Master of Pharmacy Master of Pharmacy

Master of Physiotherapy (Graduate Entry) Master of Physiotherapy (Graduate Entry)

Master of Professional Accounting Master of Professional Accounting

Master of Project and Program Management Master of Project Management or Master of Project

and Program Management

Master of Project Management Master of Project Management Master of Psychology (Clinical) Master of Psychology (Clinical) Master of Research (Health Sciences) [coursework] Master of Research (Health Sciences

Master of Research [100% research, all

specialisations]

Master of Philosophy or Master of Research [100%

research, all specialisations]

Master of Social Work Master of Social Work

Master of Systems Engineering Master of Engineering (Systems)

Master of Teaching Master of Teaching

Master of Teaching (Early Childhood) Master of Teaching (Early Childhood)

Master of Teaching (Primary) Master of Teaching (Primary) Innovation)

**Business** 

Master of Teaching (Secondary)

Master of Teaching (Secondary)

Master of Urban and Regional Planning

Master of Urban and Regional Planning

MBA Double Masters Master of Business Administration, Master of

Human Resource Management

Undergraduate Certificate in Business Undergraduate Certificate in Business

Undergraduate Certificate in Business (Digital Undergraduate Certificate in Business (Digital

Innovation)

Undergraduate Certificate in Construction Undergraduate Certificate in Construction

Management Management

Undergraduate Certificate in Digital Technology for Undergraduate Certificate in Digital Technology for

Business

Undergraduate Certificate in Mental Health
Undergraduate Certificate in Psychology
Undergraduate Certificate in Psychology

Undergraduate Certificate in University Studies Undergraduate Certificate in University Studies

UniSA Foundation Studies Foundation Studies

UniStart UniStart

## Made by the Governor

after consultation with The University of Adelaide, the University of South Australia and Adelaide University and with the advice and consent of the Executive Council on 30 October 2025

## **Liquor Licensing (Conferral of Authority) Proclamation 2025**

under section 15 of the Liquor Licensing Act 1997

## 1—Short title

This proclamation may be cited as the *Liquor Licensing (Conferral of Authority) Proclamation 2025.* 

## 2—Commencement

This proclamation comes into operation on 1 November 2025.

## 3—Conferral of authority on District Court Judges

Authority is conferred on the District Court Judges named in Schedule 1 to exercise the jurisdiction of the Licensing Court of South Australia.

## Schedule 1—District Court Judges on whom authority is conferred

His Honour Judge Steven Peter Dolphin

His Honour Judge Mark Calligeros

## Made by the Governor

with the advice and consent of the Executive Council on 30 October 2025

# **Liquor Licensing (Designation of District Court Judge as Licensing Court Judge) Proclamation 2025**

under section 15 of the Liquor Licensing Act 1997

## 1—Short title

This proclamation may be cited as the *Liquor Licensing (Designation of District Court Judge as Licensing Court Judge) Proclamation 2025.* 

## 2—Commencement

This proclamation comes into operation on 20 March 2026.

## 3—Designation of District Court Judge as Licensing Court Judge

The District Court Judge named in Schedule 1 is designated as the Licensing Court Judge.

## 4—Lapse of proclamation

- (1) This proclamation lapses at the end of the prescribed period.
- (2) In this clause—

*prescribed period* means the period commencing on 20 March 2026 and ending on 19 September 2026.

## Schedule 1—District Court Judge designated as Licensing Court Judge

His Honour Steven Peter Dolphin

## **Made by the Governor**

with the advice and consent of the Executive Council on 30 October 2025

# **South Australian Employment Tribunal (Appointment of Deputy President) Proclamation 2025**

under section 13 of the South Australian Employment Tribunal Act 2014

## 1—Short title

This proclamation may be cited as the South Australian Employment Tribunal (Appointment of Deputy President) Proclamation 2025.

## 2—Commencement

This proclamation comes into operation on 1 November 2025.

## 3—Appointment of Deputy President

Jodie Mareika Carrel, a Judge of the District Court, is appointed to be a Deputy President of the South Australian Employment Tribunal from 1 November 2025.

## Made by the Governor

after consultation by the Attorney-General with the Chief Justice of the Supreme Court, the Chief Judge of the District Court and the President of the Tribunal, and with the advice and consent of the Executive Council on 30 October 2025

#### REGULATIONS

## South Australia

# **Adelaide University (Transitional) (Further Transitional Provisions) Amendment Regulations 2025**

under the Adelaide University Act 2023

## **Contents**

## Part 1—Preliminary

- 1 Short title
- 2 Commencement

## Part 2—Amendment of Adelaide University (Transitional) Regulations 2024

- 3 Amendment of regulation 3—Interpretation
- 4 Amendment of regulation 9—Licences and fees
- 5 Insertion of regulations 11A to 11J
  - 11A Requirements if transfer of assets, contracts and liabilities is ineffective
  - 11B Registrations and power of attorney
  - 11C By-laws
  - 11D Ethics approvals
  - 11E Access to business records
  - 11F Student misconduct
  - 11G Research integrity
  - 11H Testamentary trusts, gifts or deeds—additional provisions
  - 11I Reference to prescribed university in certain instruments
  - Functions and powers of certain officers to continue
- 6 Amendment of regulation 12—Saving provisions

## Part 1—Preliminary

#### 1—Short title

These regulations may be cited as the Adelaide University (Transitional) (Further Transitional Provisions) Amendment Regulations 2025.

## 2—Commencement

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

## Part 2—Amendment of Adelaide University (Transitional) Regulations 2024

## 3—Amendment of regulation 3—Interpretation

(1) Regulation 3(1)—after the definition of *Act* insert:

authorisation includes a licence, consent, approval, permit, registration, accreditation or certification;

#### business record includes—

- (a) correspondence; and
- (b) a book, report, contract, file or manual; and
- (c) student and staff records; and
- (d) a title document or authorisation; or
- (e) a contacts list,

whether in printed, electronic or any other form, and includes a copy of such a record:

(2) Regulation 3(1)—after the definition of *information* insert:

### intellectual property includes—

- (a) registered and unregistered business names, brand names, logos, images; and
- (b) patents, designs, plant breeder's rights, trademarks and service marks, including all applications for, or right to apply for, registration of any patent, design, plant breeder's right, trademark or service mark; and
- (c) domain names and the pages and content of, and platforms on, the websites at those domain names; and
- (d) the content of any social media page (including Facebook, X and Instagram); and
- (e) intellectual property arising from research and development activities; and
- (f) colours, fonts, graphics, styles and distinctive identifiers comprising or used in or in connection with intellectual property; and
- (g) copyright (including copyright in software, social media pages, websites, databases and advertising and other promotional materials); and
- (h) a right to have information (including trade secrets, know how, operating procedures and technical information) kept confidential; and
- (i) a modification, enhancement, development or re-engineering of intellectual property;
- (3) Regulation 3(1)—after the definition of *personal information* insert:

*university grounds* means land, buildings, structures and facilities owned or occupied by a prescribed university or of which a prescribed university has the care, control and management.

## 4—Amendment of regulation 9—Licences and fees

Regulation 9(1)—after paragraph (a) insert:

(ab) assets, contracts and liabilities are transferred from a prescribed university to Adelaide University; or

## 5—Insertion of regulations 11A to 11J

After regulation 11 insert:

## 11A—Requirements if transfer of assets, contracts and liabilities is ineffective

- (1) To the extent that a proclamation made under clause 20 of Schedule 1 of the Act is ineffective to transfer an asset or contract which it purports to so transfer, The University of Adelaide or the University of South Australia (as the case may be) must—
  - (a) hold the asset or contract for the benefit of Adelaide University and allow Adelaide University to—
    - (i) in the case of an asset—use the asset; or
    - (ii) in the case of a contract that is a lease or licence of property, plant or equipment—use the property, plant or equipment (as the case may be); and
  - (b) in the case of a contract—
    - (i) perform the contract by sub-contracting or delegating such performance to Adelaide University; and
    - (ii) enforce the contract against the other parties to the contract as directed by Adelaide University from time to time; and
    - (iii) not amend or terminate the contract unless directed to do so by Adelaide University; and
  - (c) pay or otherwise provide to Adelaide University all economic benefits it receives with respect to the asset or contract.
- (2) To the extent that a proclamation made under clause 20 of Schedule 1 of the Act is ineffective to transfer a liability which it purports to so transfer, Adelaide University must discharge the liability on behalf of The University of Adelaide or the University of South Australia (as the case may be)—
  - (a) in the case of a pecuniary obligation—by making payment; or
  - (b) in the case of a duty or non-pecuniary obligation—by performing the duty or obligation.
- (3) A designated university must execute all documents and do, or procure to be done, any other act or thing that may be necessary to give effect to the transfer of a contract, asset or liability referred to in this regulation.

## 11B—Registrations and power of attorney

- (1) A prescribed university must, as soon as possible after receiving a request by Adelaide University, take any action that may reasonably be necessary to enable Adelaide University to apply for and obtain registration as the registered owner of all registered property (including shares, real property and intellectual property) transferred to Adelaide University by a proclamation made under clause 20 of Schedule 1 of the Act, including by executing any documents necessary to effect such registration.
- (2) Adelaide University and its agents and assigns are appointed as the attorney of The University of Adelaide and the University of South Australia and authorised, in the name of each respective university—
  - (a) to register or otherwise perfect the transfer or purported transfer of any asset, contract or liability transferred or purportedly transferred by a proclamation made under clause 20 of Schedule 1 of the Act; or
  - (b) to exercise any rights, to receive any entitlements or to perform any obligations in connection with any asset, contract or liability transferred or purportedly transferred by a proclamation made under clause 20 of Schedule 1 of the Act.

## 11C—By-laws

- (1) The following provisions apply in relation to by-laws made by the Council of The University of Adelaide applying to, or otherwise in connection with, the university grounds of The University of Adelaide or any portion, part or parts of them, that are in operation immediately before the transfer of the university grounds by a proclamation made under clause 20 of Schedule 1 of the Act:
  - (a) the by-laws will continue to apply to regulate conduct on, and otherwise in connection with, the university grounds following any such transfer as if they were by-laws made by the Council of Adelaide University unless and until and, if relevant, subject to the extent to which, the Council of Adelaide University makes by-laws to replace them;
  - (b) the authorisation of a person by the Council of The University of Adelaide in connection with the enforcement of the by-laws (including an authorisation to issue an expiation notice for offences against the by-laws) will continue as if the authorisation was given by the Council of Adelaide University unless and until the Council of Adelaide University varies or revokes the authorisation.

- (2) The following provisions apply in relation to by-laws made by the Council of the University of South Australia applying to, or otherwise in connection with, the university grounds of the University of South Australia or any portion, part or parts of them, that are in operation immediately before the transfer of those university grounds by a proclamation made under clause 20 of Schedule 1 of the Act:
  - (a) the by-laws will continue to apply to regulate conduct on, and otherwise in connection with, such university grounds following such transfer, as if they were by-laws made by the Council of Adelaide University unless and until and, if relevant, subject to the extent to which, the Council of Adelaide University makes by-laws to replace them;
  - (b) the authorisation of a person by the Council of the University of South Australia in connection of the enforcement of the by-laws (including an authorisation to issue an expiation notice for offences against the by-laws) will continue as if the authorisation was given by the Council of Adelaide University unless and until the Council of Adelaide University varies or revokes the authorisation.

## 11D—Ethics approvals

- (1) An ethics approval continues in force and has effect according to its terms despite the dissolution of the ethics committee that granted the approval.
- (2) Adelaide University may transfer or assign the powers and functions of an ethics committee in relation to each ethics approval to an Adelaide University ethics committee in a manner determined by the University.
- (3) In this regulation—

Adelaide University ethics committee means a human research ethics committee or animal research ethics committee established by Adelaide University;

ethics approval means an approval granted by an ethics committee;

#### ethics committee means—

- (a) a human research ethics committee of a prescribed university; or
- (b) an animal research ethics committee of a prescribed university.

#### 11E—Access to business records

Adelaide University must, until the prescribed day for a prescribed university, provide the prescribed university with access to business records transferred from the prescribed university to Adelaide University by proclamation made under clause 20 of Schedule 1 of the Act, that the prescribed university may require for the purpose of—

- (a) preparing a tax return, business activity statement or other financial or accounting statement; or
- (b) discharging an obligation or complying with a requirement under any Act or law; or

(c) undertaking any other activity for which business records may reasonably be required.

#### 11F—Student misconduct

- (1) All present, contingent or future rights, powers, privileges and immunities of a prescribed university, including all present or future causes of action in favour of and investigations being undertaken by a prescribed university, and any decision made by a prescribed university in connection with a transferred student, including any penalties imposed for, conditions attaching to enrolment as a result of, or any other decisions made in connection with, the academic performance, behaviour, conduct or misconduct of the transferred student during their enrolment at the prescribed university, continue to be binding on the transferred student as if Adelaide University were the prescribed university.
- (2) The statutes, rules, policies and procedures of The University of Adelaide relating to student misconduct will continue to apply to govern the ongoing management and resolution by Adelaide University of any unresolved complaints or allegations of student misconduct at The University of Adelaide as if they were the statutes, rules or policies (as the case may be) of Adelaide University.
- (3) The statutes, rules, policies and procedures of the University of South Australia relating to student misconduct will continue to apply to govern the ongoing management and resolution by Adelaide University of any unresolved complaints or allegations of student misconduct at the University of South Australia as if they were the statutes, rules or policies (as the case may be) of Adelaide University.
- (4) In this regulation—

*transferred student* means a person whose enrolment as a student is transferred from a prescribed university to Adelaide University under Part 7 Division 8 of Schedule 1 of the Act.

## 11G—Research integrity

- (1) All present, contingent or future rights, powers, privileges and immunities of a prescribed university, including all present or future causes of action in favour of, and investigations being undertaken by, a prescribed university, and any decision made by a prescribed university, in connection with research that is being, or has been, undertaken at or in connection with a prescribed university, including any decisions made in connection with, the performance, behaviour, conduct or misconduct of any person involved in such research at the prescribed university will continue to be binding on Adelaide University as if Adelaide University were the prescribed university.
- (2) The statutes, rules, policies and procedures of The University of Adelaide relating to research misconduct will continue to apply to govern the ongoing management and resolution by Adelaide University of any unresolved complaints or allegations of research misconduct at The University of Adelaide as if they were the statutes, rules, policies or procedures (as the case may be) of Adelaide University.

(3) The statutes, rules, policies and procedures of the University of South Australia relating to research misconduct will continue to apply to govern the ongoing management and resolution by Adelaide University of any unresolved complaints or allegations of research misconduct at the University of South Australia as if they were the statutes, rules, policies or procedures (as the case may be) of Adelaide University.

## 11H—Testamentary trusts, gifts or deeds—additional provisions

- (1) In addition to clause 29 of Schedule 1 of the Act, the following provisions apply in relation to a reference of the following kinds in any testamentary disposition, gift or trust (whenever made or declared) in existence before the prescribed day for a prescribed university:
  - (a) a reference to graduates of The University of Adelaide will be taken to be a reference to graduates of The University of Adelaide and graduates of Adelaide University but not graduates of the University of South Australia;
  - (b) a reference to graduates of the University of South Australia will be taken to be a reference to graduates of the University of South Australia and graduates of Adelaide University but not graduates of The University of Adelaide;
  - (c) a reference to former students of The University of Adelaide will be taken to be a reference to former students of The University of Adelaide and former students of Adelaide University but not former students of the University of South Australia;
  - (d) a reference to former students of the University of South Australia will be taken to be a reference to former students of the University of South Australia and former students of Adelaide University but not former students of The University of Adelaide;
  - (e) a reference to former staff members or title holders of The University of Adelaide will be taken to be a reference to former staff members or title holders of The University of Adelaide and former staff members or title holders of Adelaide University but not former staff members or title holders of the University of South Australia;
  - (f) a reference to former staff members or title holders of the University of South Australia will be taken to be a reference to former staff members or title holders of the University of South Australia and former staff members or title holders of Adelaide University but not former staff members or title holders of The University of Adelaide.
- (2) Nothing in this regulation operates to defeat the intention reflected by the provisions or terms of a testamentary disposition, gift or trust that provide that, should the beneficiary or donee cease to exist, the testamentary disposition, gift or trust was to lapse or was to be in favour of some other person or body.

- (3) Nothing in this regulation invalidates the execution, declaration or creation of a testamentary disposition, gift or trust made or effected before the prescribed day.
- (4) Nothing in this regulation—
  - (a) affects the operation of any order or determination of a court made before the prescribed day; or
  - (b) affects the operation or validity of an act or decision of an executor or executrix, a donor or person acting on behalf of a donor, or a trustee, lawfully taken or made before the prescribed day.

## 11I—Reference to prescribed university in certain instruments

- (1) A reference to a prescribed university—
  - (a) in a contract entered into by a relevant person; or
  - (b) in the constitution of a company any shares or other membership rights in which have been transferred from a prescribed university to Adelaide University by proclamation made under Part 7 of Schedule 1 of the Act; or
  - (c) in an instrument which creates or confirms an asset or liability of a prescribed university, where such asset or liability has been transferred from a prescribed university to Adelaide University by proclamation made under Part 7 of Schedule 1 of the Act,

will, on and after 1 January 2026, be taken to be a reference to Adelaide University.

(2) In this regulation—

### relevant person means—

- (a) an employee of Adelaide University; or
- (b) an employee of a prescribed university whose employment is transferred to Adelaide University under Part 7 Division 6 of Schedule 1 of the Act; or
- (c) a person whose enrolment as a student at a prescribed university is transferred to Adelaide University under Part 7 Division 8 of Schedule 1 of the Act; or
- (d) a title holder (including emeritus professors, emeritus fellows and honorary fellows) at a prescribed university.

## 11J—Functions and powers of certain officers to continue

- (1) Subject to subregulation (2) if—
  - (a) a function, power or authorisation is, pursuant to a designated authority, conferred on an office or position at a prescribed university; and
  - (b) that office or position ceases to exist; and

(c) the function, power or authorisation is required by a designated university to be performed, exercised or in operation for a particular purpose,

the function, power or authorisation will continue to be conferred on the last person to have held that office or position.

- (2) Subregulation (1) does not apply if a designated Vice Chancellor determines that a function, power or authorisation made pursuant to a designated authority is instead to be conferred on—
  - (a) the designated Vice Chancellor; or
  - (b) some other person, office or position specified in the determination,

and the determination will have effect in accordance with its terms.

(3) In this regulation—

## designated authority means—

- (a) a statute, rule, by-law, policy or procedure of—
  - (i) The University of Adelaide; or
  - (ii) the University of South Australia; or
  - (iii) Adelaide University; or
- (b) a contract to which The University of Adelaide or the University of South Australia is a party; or
- (c) an authorisation issued to The University of Adelaide or the University of South Australia; or
- (d) an authorisation issued by—
  - (i) the Council of The University of Adelaide; or
  - (ii) the Council of the University of South Australia; or
  - (iii) the Council of Adelaide University;

*designated Vice Chancellor* means the Vice Chancellor of the designated university that requires the function, power or authorisation to be performed, exercised or in operation.

## 6—Amendment of regulation 12—Saving provisions

Regulation 12—after subregulation (1) insert:

- (1a) The transfer of assets, contracts or liabilities effected under Part 7 of Schedule 1 of the Act may occur despite any limitation, duty or prohibition under—
  - (a) a contract, agreement, arrangement, undertaking or understanding; or
  - (b) an accreditation, licence, permit or other authority.

#### Editorial note—

As required by section 10AA(2) of the *Legislative Instruments Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

## Made by the Governor

with the advice and consent of the Executive Council on 30 October 2025

No 110 of 2025

# **Mental Health (Community Visitor Scheme) Amendment Regulations 2025**

under the Mental Health Act 2009

## **Contents**

## Part 1—Preliminary

- 1 Short title
- 2 Commencement

## Part 2—Amendment of Mental Health Regulations 2025

3 Insertion of regulation 4A

4A Visits to and inspection of residential authorised community mental health facilities (section 52A(1) of Act)

## Part 1—Preliminary

#### 1—Short title

These regulations may be cited as the *Mental Health (Community Visitor Scheme) Amendment Regulations 2025.* 

## 2—Commencement

These regulations come into operation on the day on which the *Mental Health (Community Visitor Scheme) Amendment Act 2025* comes into operation.

## Part 2—Amendment of Mental Health Regulations 2025

## 3—Insertion of regulation 4A

After regulation 4 insert:

## 4A—Visits to and inspection of residential authorised community mental health facilities (section 52A(1) of Act)

Pursuant to section 52A(1)(a)(i) of the Act, the following residential authorised community mental health facilities must be visited and inspected at least once in every 2 month period:

- (a) Northgate House (Beachside and Woodland wards);
- (b) the Repat Neuro-Behavioural Unit.

#### Editorial note—

As required by section 10AA(2) of the *Legislative Instruments Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

## Made by the Governor

with the advice and consent of the Executive Council on 30 October 2025

No 111 of 2025

## Work Health and Safety (High Risk Construction Work) Amendment Regulations 2025

under the Work Health and Safety Act 2012

## **Contents**

## Part 1—Preliminary

- 1 Short title
- 2 Commencement

## Part 2—Amendment of Work Health and Safety Regulations 2012

3 Amendment of regulation 291—Meaning of high risk construction work

## Part 1—Preliminary

## 1—Short title

These regulations may be cited as the Work Health and Safety (High Risk Construction Work) Amendment Regulations 2025.

## 2—Commencement

These regulations come into operation on 1 July 2026.

## Part 2—Amendment of Work Health and Safety Regulations 2012

## 3—Amendment of regulation 291—Meaning of high risk construction work

Regulation 291, definition of *high risk construction work*,(a)—delete "3 metres" and substitute:

2 metres

## Made by the Governor

with the advice and consent of the Executive Council on 30 October 2025

No 112 of 2025

## STATE GOVERNMENT INSTRUMENTS

#### ASSOCIATIONS INCORPORATION ACT 1985

#### SECTION 43A

Deregistration of Associations

Notice is hereby given that the Corporate Affairs Commission approves the applications for deregistration received from the associations named below pursuant to Section 43A of the *Associations Incorporation Act 1985* (SA). Deregistration takes effect on the date of publication of this notice:

TANUNDA LUTHERAN SCHOOL PARENTS & FRIENDS INCORPORATED (A45483)

DAIRY GOAT SOCIETY OF SOUTH AUSTRALIAN INCORPORATED (A18820)

SOUTH AUSTRALIAN NISSAN DEALER'S ASSOCIATION INCORPORATED (A37527)

ESTERMAN MINISTRIES INTERNATIONAL INCORPORATED (A39771)

ADELAIDE SOCIETY FOR PSCHIATRIC EDUCATION AND CONTINUING TRAINING INCORPORATED (A40540)

ASSOCIAZIONE ABRUZZESI DEL SOUTH AUSTRALIA INCORPORATED (A20341)

FRIENDS OF COOBOWIE FORESHORE INCORPORATED (A45116)

MORPHETT VALE BAPTIST CHURCH COMMUNITY SERVICES INCORPORATED (A22761)

ROTARY CLUB OF TEA TREE GULLY INCORPORATED (A4994)

TAN KYU SHIN MARTIAL ARTS INCORPORATED (A43547)

GAWLER BAPTIST CHURCH INCORPORATED (A20007)

THE ITALIAN PENSIONERS OF THEBARTON AND SUBURBS INCORPORATED (A20451)

EYRE PENINSULA CAMERA CLUBS ASSOCIATION INCORPORATED (A19502)

HEALING TO THE NATIONS INTERNATIONAL CHURCH INCORPORATED (A36733)

GREEK PENSIONERS SOCIETY OF SALISBURY & SUBURBS INCORPORATED (A10407)

Given under the seal of the Commission at Adelaide.

Dated: 30 October 2025

KIRSTY LAWRENCE Team Leader, Gambling and Associations Delegate of the Corporate Affairs Commission

#### **BUILDING WORK CONTRACTORS ACT 1995**

#### Exemption

Take notice that, pursuant to Section 45 of the *Building Work Contractors Act 1995*, I, Brett Humphrey as a delegate for the Minister for Consumer and Business Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

#### CHAD WILLIAM PAREDES (BLD 309968)

#### SCHEDULE 2

Concrete paving, installation of pool fencing and erection of a kit shed at Allotment 10 Deposited Plan 9576, being a portion of the land described in Certificate of Title Volume 5580 Folio 673, more commonly known as 9 Germaine Street, Morphett Vale SA 5162.

#### SCHEDULE 3

- 1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
- 2. This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
- 3. That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of Consumer and Business Services (CBS). Before giving such authorisation, CBS may require the licensee to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:
  - providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period from the date of completion of the building work the subject of this exemption;
  - providing evidence of an independent expert inspection of the building work the subject of this exemption;
  - · making an independent expert report available to prospective purchasers of the property;
  - · giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated: 24 October 2025

BRETT HUMPHREY
Commissioner for Consumer Affairs
Delegate for the Minister for Consumer and Business Affairs

#### BUILDING WORK CONTRACTORS ACT 1995

#### Exemption

Take notice that, pursuant to Section 45 of the *Building Work Contractors Act 1995*, I, Brett Humphrey as a delegate for the Minister for Consumer and Business Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

#### DANIEL JAMES STORTI (BLD 271031)

#### SCHEDULE 2

Construction of a single storey addition to an existing dwelling at Allotment 1, Filed Plan 17761, being a portion of the land described in Certificate of Title Volume 5470 Folio 587, more commonly known as 498 Piccadilly Road, Uraidla SA 5142.

#### SCHEDULE 3

- 1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
- This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
- 3. That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of Consumer and Business Services (CBS). Before giving such authorisation, CBS may require the licensee to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:
  - Providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period
    from the date of completion of the building work the subject of this exemption;
  - · Providing evidence of an independent expert inspection of the building work the subject of this exemption;
  - · Making an independent expert report available to prospective purchasers of the property;
  - · Giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated: 28 October 2025

BRETT HUMPHREY

Delegate for the Minister for Consumer and Business Affairs

#### **BUILDING WORK CONTRACTORS ACT 1995**

#### Exemption

Take notice that, pursuant to Section 45 of the *Building Work Contractors Act 1995*, I, Brett Humphrey as a delegate for the Minister for Consumer and Business Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

#### GOOLWA JETTY BUILDERS PTY LTD (BLD 262904)

#### SCHEDULE 2

Construction of a jetty on Council-owned reserve land adjacent to Allotment 12 Deposited Plan 66802, being a portion of land as described in Certificate of Title Volume 5963 Folio 692, more commonly known as Lot 12, 53 Fidock Road, Goolwa North SA 5214.

#### SCHEDULE 3

- 1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
- 2. This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
- 3. That the licensee ensures all required approvals are sought from relevant statutory authorities.

Dated: 24 October 2025

BRETT HUMPHREY

Commissioner for Consumer Affairs

Delegate for the Minister for Consumer and Business Affairs

#### CONTROLLED SUBSTANCES ACT 1984

#### SECTION 51(1)

#### Appointment of an Analyst

I, Kyam Maher MLC, Attorney-General, pursuant to powers delegated to me under Section 62A of the *Controlled Substances Act 1984* (the Act) and pursuant to Section 51(1) of the Act, appoint Deanna Langone, Forensic Scientist at Forensic Science South Australia, as an Analyst for the purposes of the Act, effective from the date of the gazettal of this appointment by Her Excellency the Governor in Executive Council until revoked and on the condition that she is employed in a forensic analyst role, and that she does not have a direct or indirect interest in the manufacture, production, sale or supply of any substance or device to which the Act applies.

Dated: 25 October 2025

HON KYAM MAHER MLC Deputy Premier Attorney-General

#### CONTROLLED SUBSTANCES ACT 1984

#### SECTION 51(1)

Appointment of an Analyst

I, Kyam Maher MLC, Attorney-General, pursuant to powers delegated to me under Section 62A of the *Controlled Substances Act 1984* (the Act) and pursuant to Section 51(1) of the Act, appoint Manuela Cokara, Forensic Scientist at Forensic Science South Australia, as an Analyst for the purposes of the Act, effective from the date of the gazettal of this appointment by Her Excellency the Governor in Executive Council until revoked and on the condition that she is employed in a forensic analyst role, and that she does not have a direct or indirect interest in the manufacture, production, sale or supply of any substance or device to which the Act applies.

Dated: 25 October 2025

HON KYAM MAHER MLC Deputy Premier Attorney-General

#### THE DISTRICT COURT OF SOUTH AUSTRALIA

#### PORT AUGUSTA CIRCUIT COURT

Sheriff's Office, Adelaide, 4 November 2025

In pursuance of a precept from the District Court 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, 4 November 2025 at 10am 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 for all matters listed for disposition by the District Court.

Juries will be summoned for 3 November 2025, 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 4 November 2025

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Anderson, Phillip Neil	Disseminate Child Exploitation Material (2); Knowingly be in Possession of Child Exploitation Material	In gaol
Brady, Hadley Lee	Sexual Abuse of a Child	On bail
Brown, Ali Jay	Aggravated Threatening Life; Aggravated Assault (2); Aggravated Criminal Trespass in a Place of Residence	On bail
Brown, Caiden Roderick	Trafficking in a Controlled Drug (2); Prisoner Possessing a Controlled Drug (2)	In gaol
Burlison, Christopher Brian	Sexual Abuse of a Child; Aggravated Indecent Assault	On bail
Campbell, Sabrina Serena	Aggravated Serious Criminal Trespass in a Place of Residence; Aggravated Assault Causing Harm; Aggravated Assault (2)	On bail
Carll, Adrian John	Possess Supplies; Take Step in Manufacture of Explosive	On bail
Carll, Adrian John	Basic-not Programs-Contravene Intervention Order Term; Aggravated Possess Prescribed Firearm without Licence; Non-aggravated Possess any other Firearm Without Licence; Acquire, Own or Possess Ammunition without Licence or Permit; Use or have Possession of a Prohibited Weapon	On bail
Carruthers, Robert James Paul	Trafficking in a Controlled Drug	On bail
Clarke, Craig Dustin	Rape	On bail
Cong, Lin	Causing Death by Dangerous Driving; Causing Harm by Dangerous Driving (2)	On bail
Crocker, Laurence Stephen	Knowingly be in Possession of Child Exploitation Material (2)	In gaol
De Costa, Anthony Sydney	Adult Sexual Abuse of a Child; Unlawful Sexual Intercourse	On bail
Dingaman, Andrew John Coulthard, Andrew Rex	Aggravated Serious Criminal Tresspass in a Place of Residence; Aggravated Assault Causing Harm	On bail On bail
Dingaman, Irene Anne	Aggravated Affray; Serious Criminal Trespass in a Place of Residence; Arson; Aggravated Creating Likelihood of Harm	On bail
Doak, Jared Leigh	Traffic in a Controlled Drug (2)	In gaol
Evans-Eldridge, Rikky Sam	Trafficking in a Controlled Drug (2); Money Laundering; Traffic in a Large Commercial Quantity of a Controlled Drug; Posses Prescribed Equipment	On bail
Lawrie, Amanda Nicole	Trafficking in a Controlled Drug (2); Money Laundering; Possessing Prescribed Equipment	On bail
Falciani, Brodie Pacifico	Rape (2); Assault (3); Aggravated Assault; Damaging Property	On bail
Gaiter, Nicole Ann	Traffic in a Controlled Drug (type Unknown)	On bail
Ginger, Edward Miller	Causing Harm with Intent to Cause Harm; Aggravated Causing Harm with Intent to Cause Harm (2)	In gaol
Higgins, Joshua David	Aggravated Assault (3); Unlawfully Choking, Suffocating or Strangling Another; Aggravated Assault Causing Harm	On bail
Joyce, Cody James Puckridge, Ricki David	Trafficking in a Controlled Drug	On bail On bail
King, Mike	Serious Aggravated Criminal Trespass of an Occupied Residence; Arson of Building or Motor Vehicle	In gaol
Lynch, David William	Sexual Abuse of a Child	In gaol
Mastrosavas, Levi Robert	Aggravated Causing Harm with Intent to Cause Harm; Damaging Property	On bail
Merritt, Stuart John Rex	Aggravated Indecent Assault	In gaol
Mitchell, Joshuah Wayne	Aggravated Serious Criminal Trespass in a Place of Residence; Aggravated Assault Causing Harm; Aggravated Assault; Aggravated Theft	On bail

Nottage, Dylan Luke	Aggravated Assault (5); Unlawfully Choking, Suffocating or Strangling Another;	In gaol
Nottage, Paul Mark	Aggravated Threatening to Cause Harm Sexual Abuse of a Child (4)	
C /		In gaol
Odonohoe, Paul Stephen	Application for Enforcement of Breached Bond; Trafficking in a Controlled Drug	In gaol
Pearson, Kevin Maxwell	Cause Death by Dangerous Driving (2)	On bail
Peters, Fabian Murray James	Cause a Bushfire, being Recklessly Indifferent as (3)	In gaol
Powell, Evan Bruce	Aggravated Assault Causing Harm (5); Aggravated Assault (9); Aggravated Causing Harm with Intent to Cause Harm (4); Unlawfully Choking, Suffocating or Strangling Another	In gaol
Queama, Braddon Herbert Charles	Aggravated Threaten to Kill or Endanger Life; Aggravated Commit Assault against Own Child; Aggravated Commit Assault against Spouse without Weapon	In gaol
Roberts, Seth Clifton	Aggravated Serious Criminal Trespass in a Place of Residence; Assault; Aggravated Assault	On bail
Roesch, Michael Arthur	Aggravated Serious Criminal Trespass in a Non-Residential Building	On bail
Ross, Grant Anthony	Aggravated Robbery; Attempting to Dissuade a Witness; Contravening an Intervention Order; Failing to Comply with Bail	On bail
Sandimar, Owen Donald Curtis	Aggravated Causing Harm with Intent to Cause Harm	In gaol
Smith, Eugene Anthony	Aggravated Serious Criminal Trespass in a Place of Residence; Theft (2)	In gaol
Barnes, Hayden Carl Alex		In gaol
Smith, Lisa-Anne	Theft (2); Serious Criminal Trespass in a non-Residential Building; Arson	On bail
Aghan, Mark William		On bail
Sorensen, Daniel James	Aggravated Assault; Aggravated Serious Criminal Trespass in a Place of Residence;	On bail
Sorensen, Tharren Jon	Damaging Property	On bail
Tyler, Aaron Scott	Prevent Person from Attending as Witness	In gaol
Wedding, Robert Thomas	Aggravated Possess Prescribed Firearm without Licence; Aggravated Possess Cat C, D, H Firearm without Licence; Aggravated Possess any other Firearm without Licence (5); Acquire, Own or Possess Ammunition without Licence or Permit	On bail
Willis, Brandon Stanley Thomas	Sexual Abuse of a Child; Gross Indecency; Aggravated Indecent Assault	On bail
Yates, Aaron Wayne	Traffic in a Controlled Drug (type unknown)	On bail

Prisoners on bail must surrender at 10am 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.

By order of the Court,

S. DUNCAN Acting Sheriff

#### **ENERGY RESOURCES ACT 2000**

Suspension of Petroleum Exploration Licences—PELs 138, 143 and 499

Pursuant to Section 90 of the *Energy Resources Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from 20 October 2025 to 19 April 2026 inclusive, pursuant to delegated powers dated 19 August 2024.

The expiry date of PEL 138 is now determined to be 21 March 2028. The expiry date of PEL 143 is now determined to be 20 April 2029.

The expiry date of PEL 499 is now determined to be 1 May 2026.

Dated: 23 October 2025

PAUL DE IONNO
Executive Director
Regulation and Compliance Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

#### FISHERIES MANAGEMENT (PRAWN FISHERIES) REGULATIONS 2017

REGULATION 10(1)(A)

Closure of Northern Gulf St Vincent to Prawn Fishing Operations in 2025 and 2026

Pursuant to Regulation 10(1)(a) of the Fisheries Management (Prawn Fisheries) Regulations 2017, I Professor Gavin Begg, Executive Director Fisheries and Aquaculture, delegate of the Minister for Primary Industries and Regional Development, hereby give notice that the act of taking or an act preparatory to or involved in the taking of King Prawn (Melicertus latisulcatus) by licensed persons is prohibited within the waters of the Gulf Saint Vincent Prawn Fishery specified in Schedule 1, during the period specified in Schedule 2 unless revoked or varied earlier.

#### SCHEDULE 1

The waters of Gulf Saint Vincent contained within the enclosed rectangular area bordered by a line between the following coordinate points (GDA2020):

The line commencing at point  $34^{\circ}\ 29'\ 35''\ S$ ,  $138^{\circ}\ 5'\ 29''\ E$  to point  $34^{\circ}\ 54'\ 29''\ S$ ,  $138^{\circ}\ 29'\ 3''\ E$  then to point  $35^{\circ}\ 0'\ 2''\ S$ ,  $138^{\circ}\ 20'\ 29''\ E$  to point  $34^{\circ}\ 35'\ 18''\ S$ ,  $137^{\circ}\ 56'\ 54''\ E$  and then returning to the point of commencement  $(34^{\circ}\ 29'\ 35''\ S)$ ,  $138^{\circ}\ 5'\ 29''\ E)$ .

SCHEDULE 2

From 1 November 2025 until 31 December 2025 and 1 November 2026 until 31 December 2026.

Dated: 23 October 2025

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

#### FISHERIES MANAGEMENT (PRAWN FISHERIES) REGULATIONS 2017

Variation on Prohibition of Fishing Activities in the Spencer Gulf Prawn Fishery

Take note that pursuant to Regulation 10 of the Fisheries Management (Prawn Fisheries) Regulations 2017, the notice dated 8 September 2025 published on pages 3810 and 3811 of the South Australian Government Gazette on 11 September 2025 prohibiting fishing activities in the Spencer Gulf Prawn Fishery, is hereby varied such that it will not be unlawful for a person fishing pursuant to a Spencer Gulf Prawn Fishery licence to use prawn trawl nets in the areas specified in Schedule 1, during the period specified in Schedule 2, and under the conditions specified in Schedule 3.

#### SCHEDULE 1

The waters of the Spencer Gulf Prawn Fishery:

- (a) Except the Northern closure area, which is defined as the waters north of the following index points:
  - 1. 33°29.50S 137°18.00E East shore
  - 2. 33°29.50S 137°29.50E
  - 3. 33°25.50S 137°29.50E
  - 33°25.50S 137°32.65E
  - 5. 33°31.70S 137°34.20E
  - 6. 33°46.00S 137°29.40E
  - 7. 33°50.00S 137°38.60E West shore

Points 1-2, 3-4 and 6-7 are designated east-west lines.

Other than the Musgrave Fishing Area, within the Northern closure area, which is defined as the waters contained within the following index points:

- 1. 33°12.50S 137°51.00E North east shore
- 2. 33°12.50S 137°40.00E
- 3. 33°18.00S 137°36.00E
- 4. 33°24.00S 137°36.00E
- 5. 33°24.00S 137°53.00E South east shore

Points 1-2 and 4-5 are designated east-west lines.

- (b) Except the Southern closure area, which is defined as the waters contained within the following index points:
  - 1. 33°48.00S 136°48.00E North west Shore
  - 33°53.60S 136°52.00E
  - 3. 33°50.50S 136°58.00E
  - 4. 33°56.50S 137°03.50E
  - 5. 33°52.60S 137°14.20E
  - 6. 33°56.40S 137°17.20E 33°59.00S 137°12.00E
  - 34°14.00S 136°55.00E 8.
  - 34°17.00S 136°55.00E
  - 10. 34°24.00S 136°50.50E
  - 11. 34°24.00S 136°56.00E
  - 12. 34°35.00S 136°56.00E 13. 34°35.00S 136°30.00E

  - 14. 34°09.00S 136°47.00E
  - 15. 33°56.00S 136°34.00E South west Shore

Points 1-2, 3-4, 5-6, 10-11, 12-13 & 14-15 are designated east-west lines.

- (c) Except the Wardang closure area, which is defined as the waters contained within the following index points:
  - 1. 34°10.00S 137°28.00E
  - 2. 34°21.00S 137°12.00E
  - 3. 34°45.00S 137°15.00E
  - 4. 34°48.53S 137°09.45E
  - 5. 34°48.53S 137°06.00E 6. 34°50.75S 137°06.00E
  - 7. 34°54.00S 137°01.00E
- (d) Except the Corny closure area, which is defined as the waters contained within following closure index points:
  - 1. 34°27.00S 136°53.00E
  - 34°27.00S 137°02.00E
  - 34°35.00S 3. 136°56.00E
  - 4. 34°48.60S 136°52.00E
  - $34^{\circ}54.00S$ 136°52.00E 34°54.00S 136°48.50E
  - 7. 34°49.50S 136°48.50E
  - 8. 34°49.50S 136°40.50E
  - 9. 34°39.50S 136°40.50E

Then back to point 1.

- (e) Except the Illusions Park closure area, which is defined as the waters contained within the following closure index points:
  - 1. 33°28.80S 137°32.20E
  - 2. 33°28.30S 137°33.20E
  - 3. 33°28.85S 137°33.50E
  - 4. 33°29.40S 137°32.50E

Then back to point 1.

- (f) Except the Jurassic Park closure area, which is defined as the waters contained within the following closure index points:
  - 1. 33°54.90S 137°17.60E
  - 2. 33°54.40S 137°19.40E
  - 3. 33°54.70S 137°19.60E
  - 4. 33°55.20S 137°17.80E

Then back to point 1.

- (g) Except the Estelle Star closure area, which is defined as the waters contained within the following closure index points:
  - 1. 33°58.80S 136°49.80E
  - 2. 33°58.20S 136°51.00E
  - 3. 33°59.10S 136°51.70E
  - 4. 33°59.80S 136°50.40E

Then back to point 1.

#### SCHEDULE 2

Commencing at sunset on 23 October 2025 and ending at sunrise on 1 November 2025.

#### SCHEDULE 3

- 1. The coordinates in Schedule 1 are defined as degrees decimal minutes and are based on the World Geodetic System 1984 (WGS 84).
- 2. No fishing activity may be undertaken between the prescribed times of sunrise and sunset for Adelaide (as published in the *South Australian Government Gazette* pursuant to the requirements of the *Proof of Sunrise and Sunset Act 1923*) during the period specified in Schedule 2.
- 3. Based on the best information available from the fleet, fishing must cease in the Musgrave area after two nights. Fishing must cease in an area in the Mid/North Gulf if the average prawn bucket count exceeds 260 prawns per 7kg; or in an area in the Southern Gulf if the average prawn bucket count exceeds 260 prawns/7kg or in the whole area when a total catch of 475 tonnes has been landed.
- No fishing activity may occur without the authorisation of Coordinator at Sea, Ashley Lukin, or other nominated Coordinator at Sea appointed by the Spencer Gulf and West Coast Prawn Association.
- 5. The authorisation of the Coordinator at Sea must be in writing, signed and record the day, date, and permitted fishing area within the waters of Schedule 1 in the form of a notice sent to the fishing fleet or vary an earlier authorisation issued by the Coordinator at Sea.
- 6. The Coordinator at Sea must cause a copy of any authorisation for fishing activity or variation of same, made under this notice to be emailed to the Prawn Fisheries Manager immediately after it is made.
- 7. The Spencer Gulf and West Coast Prawn Association must keep records of all authorisations issued pursuant to this notice.

Dated: 23 October 2025

ASHLEY LUKIN

Coordinator at Sea, Spencer Gulf & West Coast Prawn Association Inc. Delegate of the Minister for Primary Industries and Regional Development

### FISHERIES MANAGEMENT ACT 2007

#### SECTION 115

#### Ministerial Exemption ME9903400

Take notice that, pursuant to Section 115 of the Fisheries Management Act 2007, I Professor Gavin Begg, Executive Director Fisheries and Aquaculture, delegate of the Minister for Primary Industries and Regional Development, hereby exempt the classes of persons specified in Schedule 1 from Section 71 of the Fisheries Management Act 2007, insofar as they may interfere with, harass, take, destroy, injure, damage or otherwise harm White Sharks also known as Great White or White Pointer Sharks (Carcharodon carcharias) in an emergency (the exempted activity), in State waters, subject to the conditions specified in Schedule 2, from 18 October 2025 until 17 October 2026, unless otherwise varied or revoked.

#### SCHEDULE 1

- A Fisheries Officer appointed under the Fisheries Management Act 2007; or
- A member of SA Police (within the meaning of the Police Act 1998).

#### SCHEDULE 2

- 1. Subject to the conditions of this notice, the exempted activity must not be carried out without the written authorisation and direction of one of the following officers of the Department of Primary Industries and Regions:
  - · Executive Director, Fisheries and Aquaculture
  - Director Operations, Fisheries and Aquaculture
  - · General Manager Operations Support, Fisheries and Aquaculture.
- 2. Authorisation to carry out the exempt activity may only be granted in such circumstances where there is prolonged danger or continued threat to human life consistent with the PIRSA Fisheries and Aquaculture Shark Sightings and Incident Response Plan.
- 3. The exemption holder may be assisted by persons (including commercial licence holders) under the direct supervision of the exemption holder.
- Authorisation may be verbal if the urgency of the situation requires an immediate response. In these circumstances written confirmation of the authorisation and direction must be given within 48 hours.

- 5. No Authorisation is required if:
  - The threat to human life from shark attack is considered to be so imminent that seeking authorisation is not reasonably practicable; or
  - All reasonable attempts to contact the persons listed in condition 1 have been unsuccessful and immediate action is required in circumstances consistent with condition 2.

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

Dated: 17 October 2025

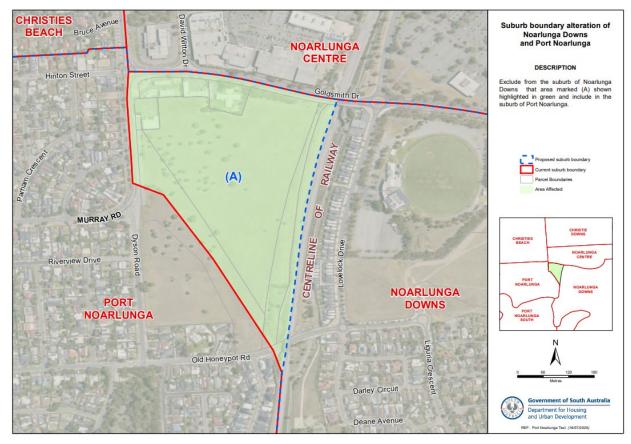
PROFESSOR GAVIN BEGG
Executive Director
Fisheries and Aquaculture
Delegate of the Minister for Primary Industries and Regional Development

## GEOGRAPHICAL NAMES ACT 1991

Notice of Intention to Alter the Boundaries of a Place

Notice is hereby given that, pursuant to Section 11B(2)(d) of the *Geographical Names Act 1991*, I, the Honourable Nick Champion MP, Minister for Planning, Minister of the Crown to whom the administration of the *Geographical Names Act 1991* is committed, seeks public comment on a proposal to:

• Alter the suburb boundary to exclude from the suburb of **NOARLUNGA DOWNS** that area marked (**A**) shown highlighted in green and include in the suburb of **PORT NOARLUNGA** as shown on the location map.



This proposal can also be viewed at www.sa.gov.au/placenameproposals

Submissions in writing regarding this proposal may be lodged with the Surveyor-General, GPO Box 1815, Adelaide SA 5001, or <a href="mailto:DHUD.PlaceNames@sa.gov.au">DHUD.PlaceNames@sa.gov.au</a> within one month of the publication of this notice.

Dated: 30 October 2025

HON NICK CHAMPION MP Minister for Planning

DHUD: 2025/04188/01

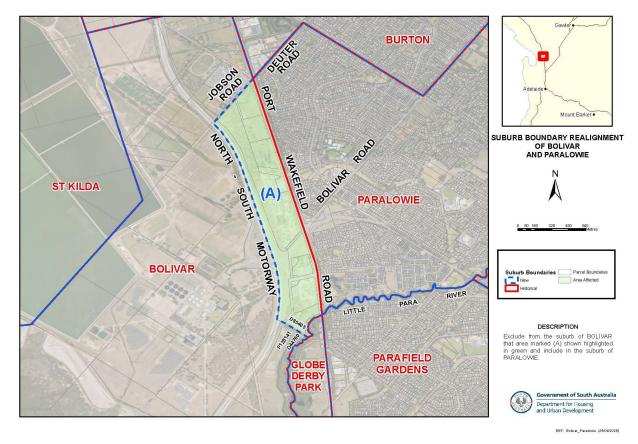
#### GEOGRAPHICAL NAMES ACT 1991

Notice to Alter the Boundary of a Place

Notice is hereby given that, pursuant to Section 11B(1)(b) of the *Geographical Names Act 1991*, I, the Honourable Nick Champion MP, Minister for Planning, Minister of the Crown to whom the administration of the *Geographical Names Act 1991* is committed, do hereby:

• Alter the suburb boundary to exclude from the suburb of **BOLIVAR** that area marked (A) shown highlighted in green and include in the suburb of **PARALOWIE**, as shown on the location map.

This notice is to take effect immediately upon its publication in the Government Gazette.



This proposal can also be viewed at www.sa.gov.au/placenameproposals.

Dated: 30 October 2025

HON NICK CHAMPION MP Minister for Planning

2025/01187/01

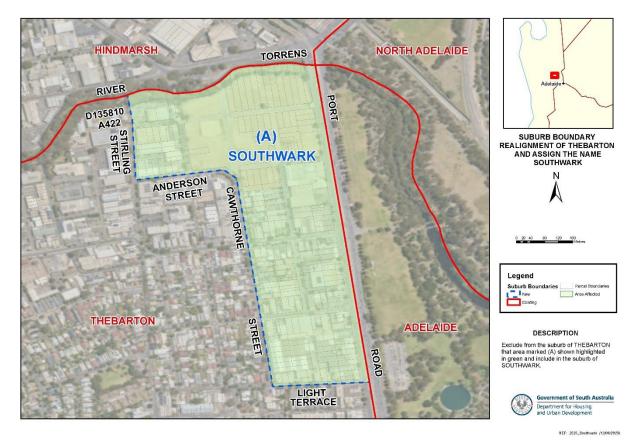
#### GEOGRAPHICAL NAMES ACT 1991

Notice to Alter the Boundary of a Place and Assign a Name to a Place

Notice is hereby given that, pursuant to Section 11B(1)(a) and (b) of the *Geographical Names Act 1991*, I, the Honourable Nick Champion MP, Minister for Planning, Minister of the Crown to whom the administration of the *Geographical Names Act 1991* is committed, do hereby:

- 1. Alter the suburb boundary to exclude from the suburb of **THEBARTON** that area marked **(A)** shown highlighted in green, as shown on the location map.
- 2. Assign the name SOUTHWARK to that area marked (A).

This notice is to take effect immediately upon its publication in the Government Gazette.



This proposal can also be viewed at www.sa.gov.au/placenameproposals.

Dated: 30 October 2025

HON NICK CHAMPION MP Minister for Planning

2024/03736/01

### HOUSING IMPROVEMENT ACT 2016

## Rent Control

In the exercise of the powers conferred by the *Housing Improvement Act 2016*, the Delegate of the Minister for Housing and Urban Development hereby fixes the maximum rental amount per week that shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each premises described in the following table. The amount shown in the said table shall come into force on the date of this publication in the Gazette.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio	Maximum Rental per week payable
28A Campbell Road, Paradise SA 5075	Allotment 101 Deposited Plan 14953 Hundred of Adelaide	CT5699/65	\$352.00
13 Tenth Street, Renmark SA 5341	Allotment 92 Filed Plan 208121 Out of Hundreds (Renmark)	CT5491/821 CT5492/74	\$220.00
16 Nari Drive, Sheidow Park SA 5158	Allotment 400 Deposited Plan 10122 Hundred of Noarlunga	CT5531/827	\$311.50
Unit 1, 13 Harradine Street, Gawler East SA 5118	Unit 1 Strata Plan 7856 Hundred of Nuriootpa	CT5004/16	\$337.50

Dated: 30 October 2025

CRAIG THOMPSON
Housing Regulator and Registrar
Housing Safety Authority
Delegate of the Minister for Housing and Urban Development

#### HOUSING IMPROVEMENT ACT 2016

#### Rent Control Revocations

In the exercise of the powers conferred by the *Housing Improvement Act 2016*, the Delegate of the Minister for Housing and Urban Development hereby revokes the maximum rental amount per week that shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each premises described in the following table.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
829 Onkaparinga Valley Road, Oakbank SA 5243 (AKA Section 241)	Section 241 Hundred Plan 105600 Hundred of Onkaparinga	CT5678/154
11 Railz Road, Coonalpyn SA 5265 (AKA Lot 100) (PKA Lot 100 Dukes Highway)	Allotment 100 Deposited Plan 26429 Hundred of Livingston	CT5237/321
6 Dunbar Street, Davoren Park SA 5113	Allotment 58 Deposited Plan 7521 Hundred of Munno Para	CT5596/172
13 Ponsonby Street, West Hindmarsh SA 5007	Allotment 22 Deposited Plan 1342 Hundred of Yatala	CT5715/895
62 Maria Street, Thebarton SA 5031	Allotment 146 Filed Plan 6531 Hundred of Adelaide	CT5233/444
538 Seaview Road, Grange SA 5022	Allotment 103 Deposited Plan 81480 Hundred of Yatala	CT6079/814
4160 Hunter Road, Nildottie SA 5238	Allotment 92 Filed Plan 216337 Hundred of Nildottie	CT5861/952

Dated: 30 October 2025

CRAIG THOMPSON
Housing Regulator and Registrar
Housing Safety Authority
Delegate of the Minister for Housing and Urban Development

#### JUSTICES OF THE PEACE ACT 2005

#### SECTION 4

Notice of Appointment of Justices of the Peace for South Australia by the Commissioner for Consumer Affairs

I, Brett Humphrey, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to Section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below. It being a condition of appointment that the Justices of the Peace must take the oaths required of a justice under the *Oaths Act 1936* and return the oaths of office form to Justice of the Peace Services within three months after the date of appointment.

For a period of ten years for a term commencing on 3 November 2025 and expiring on 2 November 2035:

Tangeet Kaur SACHDEVA Cassandra Marie ROSE Raphy POULOSE Tanya Jane MITCHELL Carmel Bridget LOWE Maksud IMRAN Terri GRILLETT Thomas Riley GASKELL Emily Jane DELLER Rakesh CHEWPARSAD

> BRETT HUMPHREY Commissioner for Consumer Affairs Delegate of the Attorney-General

## LAND ACQUISITION ACT 1969

#### SECTION 16

Form 5—Notice of Acquisition

### 1. Notice of acquisition

Dated: 23 October 2025

The Minister for Infrastructure and Transport (The Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

First, comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 49 in Deposited Plan 2436 comprised in Certificate of Title Volume 6281 Folio 52, being the whole of the land identified as Allotment 101 in the plan D134335 lodged at the Lands Titles Office, and

Secondly, comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 49 in Deposited Plan 2436 comprised in Certificate of Title Volume 6281 Folio 52, being the whole of the land identified as Allotment 102 in the plan D134335 lodged at the Lands Titles Office, and

Thirdly, comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 49 in Deposited Plan 2436 comprised in Certificate of Title Volume 6281 Folio 52, being the whole of the land identified as Allotment 104 in the plan D134335 lodged at the Lands Titles Office, and

Fourthly, comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 49 in Deposited Plan 2436 comprised in Certificate of Title Volume 6281 Folio 52, being the whole of the land identified as Allotment 103 in the plan D134335 lodged at the Lands Titles Office and,

Fifthly, comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 100 in Filed Plan 261205 comprised in Certificate of Title Volume 6315 Folio 894, being the whole of the land identified as 105 in the plan D134549 lodged at the Lands Titles Office.

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

#### 2. Compensation

A person who has or had an interest consisting of native title or an alienable 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.

#### 2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the Land Acquisition Regulations 2019.

#### 3. Inquiries

Inquiries should be directed to: Philip Cheffirs

GPO Box 1533 Adelaide SA 5001

Telephone: (08) 7133 2395

Dated: 28 October 2025

Signed for and on behalf of the MINISTER FOR INFRASTRUCTURE AND TRANSPORT by his duly constituted Attorney Pursuant to Power of Attorney No. 13405184, who has not received a notice of the revocation of that Power of Attorney in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

File Reference: 2020/18000/01

### LAND ACQUISITION ACT 1969

#### SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 716 in D138175 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 6200 Folio 306.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition
  was published in relation to the land—
- ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
- a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- the acquisition of the underground land either
  - o involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - · resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to DIT.ULAapplications@sa.gov.au or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000. See Section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT: 2024/07267/01

#### LAND ACQUISITION ACT 1969

#### SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land: An unencumbered estate in fee simple in the whole of Allotment 916 in D138111 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5575 Folio 282.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition was published in relation to the land—
  - ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
  - $\circ\,$  a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- the acquisition of the underground land either
  - o involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - $\circ\,$  resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000. See Section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT: 2024/07274/01

#### LAND ACQUISITION ACT 1969

#### SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 961 in D139077 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5101 Folio 811.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition
  was published in relation to the land—
  - ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
  - a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- · the acquisition of the underground land either—
  - · involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - · resulted in you being unable to take water by means of, or pursuant to, your interest;
- · you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000. See Section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT: 2024/08122/01

#### LAND ACQUISITION ACT 1969

SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 2322 in D139128 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5892 Folio 552.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition
  was published in relation to the land—
- ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or

- · a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- the acquisition of the underground land either-
  - · involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked ATTENTION: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000. See Section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2024/08129/01

## LAND ACQUISITION ACT 1969

#### SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 2291 in D139163 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5312 Folio 420.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition was published in relation to the land—
- ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
- a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- the acquisition of the underground land either
  - o involved the acquisition of your interest; or
  - o resulted in the discharge of your interest; or
  - resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

## 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000. See Section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT: 2024/08156/01

#### LAND ACQUISITION ACT 1969

#### SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land: An unencumbered estate in fee simple in the whole of Allotment 2302 in D139126 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5848 Folio 333.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition
  was published in relation to the land—
  - ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
  - $\circ\,$  a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- the acquisition of the underground land either
  - o involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - $\circ\,$  resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000. See Section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2024/08241/01

#### LAND ACQUISITION ACT 1969

#### SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 81 in D138755 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5441 Folio 612.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition was published in relation to the land—
  - ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
  - a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- the acquisition of the underground land either
  - o involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - · resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to DIT.ULAapplications@sa.gov.au or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000.

See Section 26H(4) of the Land Acquisition Act 1969 for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2024/08269/01

#### LAND ACQUISITION ACT 1969

SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

#### 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 971 in D139078 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5208 Folio 314.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition
was published in relation to the land—

- ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
- a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- · the acquisition of the underground land either
  - o involved the acquisition of your interest; or
  - · resulted in the discharge of your interest; or
  - resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000.

See Section 26H(4) of the Land Acquisition Act 1969 for further details on the payment of compensation.

#### 4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT: 2024/08273/01

### LAND ACQUISITION ACT 1969

SECTION 26F

Form 6B—Notice of Acquisition of Underground Land

## 1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000 acquires the following interests in the following land:

An unencumbered estate in fee simple in the whole of Allotment 2301 in D139164 lodged in the Lands Titles Office, being portion of the land comprised in Certificate of Title Volume 5403 Folio 337.

This notice is given under Section 26F of the Land Acquisition Act 1969.

#### 2. Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition was published in relation to the land—
  - ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
  - a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under Section 26G of the Land Acquisition Act 1969;
- · the acquisition of the underground land either-
  - · involved the acquisition of your interest; or
  - $\circ\,$  resulted in the discharge of your interest; or
  - · resulted in you being unable to take water by means of, or pursuant to, your interest;
- · you make an application for compensation to the Authority under Section 26H of the Land Acquisition Act 1969.

#### 3. Application for compensation under Section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

"Application for Compensation for Acquisition of Underground Land" (enclosed) to be submitted by email to <a href="mailto:DIT.ULAapplications@sa.gov.au">DIT.ULAapplications@sa.gov.au</a> or by mail marked attention: Property Acquisition c/- GPO Box 1533, Adelaide SA 5001.

The application must be accompanied by the following information or documents:

Any relevant supporting documentation including, but not limited to water licences, bore licences etc.

After receiving your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50,000.

See Section 26H(4) of the Land Acquisition Act 1969 for further details on the payment of compensation.

4. Inquiries

Inquiries should be directed to: T2D Project Team

GPO Box 1533 Adelaide SA 5001 Telephone: 1800 572 414

Dated: 27 October 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Director, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2024/08288/01

#### **MAJOR EVENTS ACT 2013**

#### SECTION 6B

Declaration of a Major Event

Pursuant to Section 6B of the *Major Events Act 2013*, I, Hon. Zoe Bettison MP, Minister for Tourism declare the Beach Volleyball World Championships—Adelaide 2025 to be held from Friday, 14 November to Sunday, 23 November 2025 to be declared a major event.

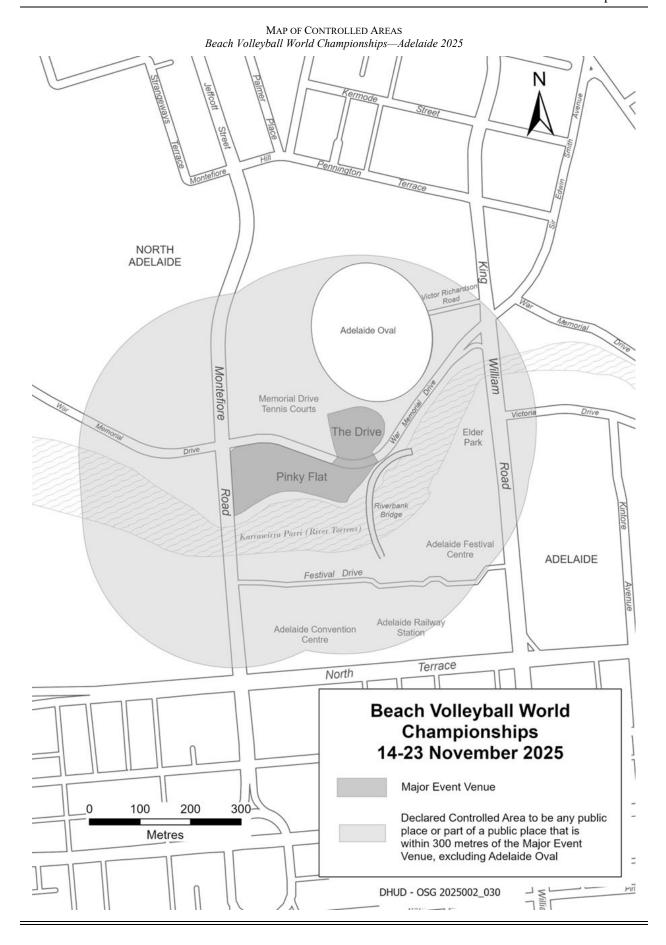
By virtue of the provisions of the Major Events Act 2013, I do hereby:

- 1. Declare the Beach Volleyball World Championships—Adelaide 2025 to be a major event.
- Specify the period of the event, for which the declaration of the major event is in force is from 00:01am Friday, 14 November to 11:59pm Sunday, 23 November 2025.
- 3. Declare the major event venue to be the area as shown as "Major Event Venue" in description and map including The Drive and Pinky Flat.
- 4. Declare the controlled areas to be any public place or a part of a public place that is within 300 metres of the boundary of the major event venues, excluding Adelaide Oval, as shown as the 'Declared Controlled Area' on the map.
- 5. Designate Volleyball Australia (ABN 46 487 409 518) to be the event organisers for the event.
- 6. Declare that the following provisions of Part 3 of the Act apply to the event, the event site and the declared controlled area for the event:
  - (a) Section 8
  - (b) Section 10
  - (c) Section 11
  - (d) Section 12
  - (e) Section 13
  - (f) Section 14
- 7. Being satisfied that the title "Beach Volleyball World Championships—Adelaide 2025" and the logo as it appears below are sufficiently connected with the identity and conduct of the major event, and that the event has commercial arrangements that are likely to be adversely affected by unauthorised use of the title and logo, I hereby declare, pursuant to Section 14(1) of the Act, that "Beach Volleyball World Championships—Adelaide 2025" is an official title and the logo as it appears below is an official logo in respect of the event.



Dated: 28 October 2025

HON ZOE BETTISON MP Minister for Tourism



### MENTAL HEALTH ACT 2009

Authorised Mental Health Professional

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

Suzanne Millard Steven Ridley

The determination will expire three years after the commencement date.

The Chief Psychiatrist make vary or revoke these determinations at any time.

Dated: 30 October 2025

DR JOHN BRAYLEY Chief Psychiatrist

### MOTOR VEHICLES ACT 1959

### South Australia

# Motor Vehicles (Approval of Motor Bikes and Motor Trikes) Notice 2025 No 3

under the Motor Vehicles Act 1959

### 1—Short title

This notice may be cited as the *Motor Vehicles (Approval of Motor Bikes and Motor Trikes)* Notice 2025.

### 2—Commencement

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

### 3—Approved motor bikes and motor trikes

For the purposes of Schedules 2 and 3 of the *Motor Vehicles Regulations 2025* the motor bikes and motor trikes specified in Schedule 1 are approved.

### Schedule 1—Approved motor bikes and motor trikes

The following are approved:

- All motor bikes and motor trikes built before December 1960 with an engine capacity not exceeding 660ml
- All motor bikes and motor trikes with an engine capacity not exceeding 260 milliliters and a power to weight ratio not exceeding 150 kilowatts per tonne, except the following:

Suzuki RGV250

Kawasaki KR250 (KR-1 and KR1s models)

Honda NSR250

Yamaha TZR250

Aprilia RS250

 All motor bikes and motor trikes with electric powered engines, with a power output not in excess of 25 kw

# Motor bikes and Motor trikes with electric powered engines listed in the table below are approved:

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
BRAAAP	MotoE	5000w	2022-current	Electric
	MotoE	8000w	2022-current	Electric
	MotoE	10000w	2022-current	Electric
EVOKE	URBAN S		2020-current	Electric
	URBAN CLASSIC		2020-current	Electric
FONZARELLI	125	125	2014-2015	Electric
KAWASAKI	NX011A	NR011A (Ninja e-1) NX011A (Ninja e-1)	2023	Electric
KYBURZ	DXP	KYBURZ	2017	Electric
ZERO	DS	Zero DS	Unit 2015	Electric
	S	Zero S	Until 2015	Electric

# Motor trikes with an engine capacity not less than 261ml and not exceeding 660ml listed in the table below are approved:

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
BRP	Can am Ryker	Rotax 600 ACE	2018	599
GILERA	FUOCO 500	FUOCO 500	2007-13	493
LAMBRETTA	All model	Lambretta	pre 2008	under 660
OZ TRIKE	FUN 500	FUN 500	pre 2008	500
METROPOLIS	AA	2018	399	METROPOLIS
PGO	All models	All models under 220	All	220
PIAGGIO	All Models	All models	2010-17	under 350

# Motor bikes with an engine capacity not less than 261ml and not exceeding 660ml listed in the table below are approved:

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
AJP	PR7	PR7	2017-19	600
AJS	MODEL 18	MODEL 18	pre 1963	497
	MODEL 20	MODEL 20	1955-61	498
APRILIA	KV	RS 660 LAMS & Tuono 660 LAMS	2020-on	659
	Moto 6.5	Moto 6.5	1998-99	649
	M35	SR MAX 300	2012	278
	PEGASO 650	DUAL SPORTS	1994-01	652
	PEGASO 650	OUTBACK	2000-01	652
	PEGASO 650	Factory 650	2007-08	660
	PEGASO 650 I.E.	OUTBACK	2001-02	652
	PEGASO 650 I.E.	DUAL SPORTS	2001-06	652
	SCARABEO 300	VRG	2009	278
	SCARABEO 400	SCARABEO 400	2007	399
	SCARABEO 500	SCARABEO 500	2007-08	460
	SPORTCITY300	SPORTCITY300	2010-12	300
	STRADA 650	ROAD	2006-08	659
	STRADA 650	TRAIL	2006-08	659
	VP (RXV 450)	VPV-VPT-VPH 18.3kW	2006-10	449
	VP (RXV 550)	VPZ- VPX- VPL 20kW	2006-10	553
	VS (SXV 450)	SXV 450 (VSR-VSH) 14kW	2006-08	449
	VS (SXV 550)	SXV 550 (VSS-VSL) 14.5kW	2006-08	553
	XC	Tuareg 660 (LAMS)	2022-on	659

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
ASIAWING	LD450	ODES MCF450	2011-13	449
ATK	605	605	1995	598
BENELLI	LEON	Leoncino, Leoncino Trail	2018-on	500
	VELVET DUSK	Velvet 400 Dusk, Velvet Touring 400	2002-06	383
	P10	BN 302	2015 on	300
	P16	TRK 502X	2018 on	500
	P18	LEONCINO 500	2017 on	500
	P18	LEONCINO 500 TRAIL	2018 on	500
	P18	BENELLI	2017	500
	P16	TRK502	2017	500
	P25	GT600 RESTRICTED	2014-15	600
	P25	BN 600 RESTRICTED	2013-on	600
	P36	502C	2019	500
	VELVET DUSK	VELVET DUSK	2003-05	383
ВЕТА	BETA	FUPA RR E3	2018	293
	BMA RR	RR350 15	2018	349
	BMA RR	RR390 16	2018	386
	BMA RR	RR430 17	2018	431
	BMA RR	RR480 18	2018	478
	FUPA E5	E5 00	2015	293
	FUPA E5	E8/03	2016-on	293
	FUPA RR E3	RR 2T 300	2012-on	293
	FUPA RR E3	RR350 20 & RR350 15	2016-on	349
	FUPA RR E3	RR390 31 & RR390 16	2016-on	386
	FUPA RR E3	RR430 32 & RR430 17	2016-on	431
	FUPA RR E3	RR480 33 & RR480 18	2016-on	478
	RR E3	RR350	2011-on	349
	RR E3	RR400	2010-14	398
	RR E3	RR450	2010-14	449
	RR E3	RR520	2010-14	498
	RR300 2T	RR300 2T	2010-11 2018-on	293
	RR350 4T	RR350 4T	2018-011 2019-on	349
	RR390 4T	RR390 4T	2019-on	386
	RR430 4T	RR430 4T	2019-on	431
	RR450	RR450	2000-08	448
	RR480 4T	RR480 4T	2019-on	478
	RR525	RR525	2000-08	510
	XTRAINER 300 2T	XTRAINER 300 2T	2019-on	293
BMW	C400X	0C09/C400X	2018-on	350
	C400GT	0C06, C400GT	2018-on	350
	C650	C600 SPORT	ALL	647
	C650	C650 GT/Sport	All	647
	F650	FUNDURO	1995-00	652
	F650	G650 GS	2009-2016	652
	F650	G650 GS Sertao	2012-2016	652
	F650CS	SCARVER	2002-06	652
	F650CS	SE ROAD	2004-06	652
	F650GS	DAKAR	2000-08	652
	F650GS	F650GS	2000-10	652
	F650ST	F650ST	1998	652
	G 450 X	G 450 X	2008-10	450
	G310	G310R-0G01	2016-on	313
	G310GS	G310GS-0G02	2016-on	313

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	G650GS	Sertao	All	650
	R45	R45	All	453
	R50	R50	All	499
	R60	R60	1960-78	590
	R65	R65	1978-88	650
	R65LS	R65LS	1981-86	650
	R69	R69S	1961-67	600
BOLWELL	LM25W	FIRENZE	2009	263
BOLLINI	All models	All models under 250	All	250
BRAAAP	Moto4	Moto Range, Cruiser 400	2021-on	400
	ST	450	2016-on	450
	ST400	Shadow	2022-on	367
BSA	A50	A50	1964-70	500
	A65	A65	1966-69	650
	A7	A7	1961	500
	B40	B40	1969	350
	B44	B44	1967-71	440
	B50	B50	1971	495
	B50SS GOLDSTAR	B50SS GOLDSTAR	1971	498
	GOLD STAR	GOLD STAR	1938-63	500
	LIGHTNING	LIGHTNING	1964	654
	SPITFIRE MKIII	SPITFIRE MKIII	1967	650
	THUNDERBOLT	THUNDERBOLT	1968	499
DITELL				
BUELL BUG	Blast	STREET FIGHTER	2002-07	491
BULTACO	SEE KYMCO ALPINA	ALPINA	1974	250
BULTACO				350
	FRONTERA	FRONTERA	1974	360
C. L. CHILL	SHERPA	SHERPA	1974	350
CAGIVA	360WR	360WR	1998-02	348
	410TE	410TE	1996	399
	610TEE	610TEE	1998	576
	650 ALAZZURA	650 ALAZZURA	1984-88	650
	650 ELFANT	650 ELFANT	1985-88	650
	CANYON 500	DUAL SPORTS	1999-06	498
	CANYON 600	DUAL SPORTS	1996-98	601
	RIVER 600	RIVER 600	1995-98	601
	W16 600	W16 600	1995-97	601
CAN-AM	CAN-AM RYKER	ROTAX 600 ACE	2019-on	599
CCM	GP Series	GP450-1(A1 30kW)	2015-16	450
	GP Series	GP450-2(A1 30kW)	2015-16	450
СЕМОТО	CF300-7F	300CL-X	2023-on	292
	CF 400-6F	450SR	2022-on	449
	CF 650	CF650NK-LAM	2012-on	649
	CF 650	CF650TK-LAM	2013-17	649
	CF 650	650NK-LAM	2016-18	649
	CF 650	650MT	2016-on	649
	CF 650	650GT	2019-on	649
	CF 650 (400NK)	400NK	2016-17	400
CHANGJIANG	CJ650B with sidecar	Nomad, Tourer	2023-on	649
COSSCK	650	Ural	1974	649
DERBI	MULHACEN	MULHACEN	2008	659
	RAMBLA	RA 300	2010	278

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
DNEPR	K650	K650	1972	650
	K650	K650 DNEPR	1967-74	650
	MT9	MT9	1974	650
DUCATI	400 MONSTER	400 MONSTER	2002	398
	400 SIE	400 S I E monster		398
	400 SS JUNIOR	400 SS	1989-96	398
	400SS	400SS	1992-95	398
	500 DESMO	500 Sport Desmo	1977-83	497
	500GTL	500GTL	1975-77	497
	500SL	PANTAH	1984	499
	600 MONSTER	600 MONSTER	1994-01	583
	600 MONSTER	DARK	1998-01	583
	600 S	600 SUPERSPORT	1994-97	583
	600M	600M	1994-01	583
	600SL	PANTAH	1980-84	583
	600SS	600SS	1994-98	583
	620 MONSTER LITE	M620 LITE	2003-07	618
	620 MULTISTRADA LITE	MTS620 24.5Kw	2005-07	618
	659 Monster	Monster 659	All	659
	DM 350	350	pre 85	350
	DM 450	450	pre 85	448
	DM450	DM450	1972	450
	DM500	DM500	1981-84	498
	F3	350 F3	1986-1989	349
	F4	400 F4	1986	400
	KA (Scrambler)	00AA Sixty2	2015-on	399
	M4	M620ie LITE	2003-04	620
	M5	Monster 659	2011	659
	MD	02AU	2017	659
ELSTAR SHINERAY	XY400	CAFÉ RACER	2018	397
	XY400	CAFÉ RACER F	2018	397
	XY400	CLASSIC C	2018	397
	XY400	SCRAMBLER C	2018	397
	XY400	WB400 & WB400c	2015-17	397
ENFIELD	BULLET	CLASSIC	1993-08	499
	BULLET	DELUXE	1993-08	499
	BULLET	ELECTRA ROAD	2006-08	499
	BULLET 350	DELUXE	1988-01	346
	BULLET 350	SUPERSTAR	1988-95	346
	BULLET 350	CLASSIC	1993-01	346
	BULLET 500	500	1995-08	499
	BULLET 65	ROAD	2003-04	499
	LIGHTNING	ROAD	2000-08	499
	MILITARY	ROAD	2002-08	499
	TAURUS	DIESEL	2001	325
FANTIC	CA50	Flat Track	2020-on	449
	CA50	Scrambler	2020-on	449
	CA50	Rally	2020-on	449
		EC300	2011-12	300
	1.2.		-011 14	300
	TZ TZ			300
GAS-GAS	TZ  4E	Gas Gas EC30 EC 30	2012 2017	300 299

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACIT
	4E (IPA 48807)	EC 30	2018	299
	CONTACT ES	280 ES	2018	272
	EC ENDURO	EC30	2016-17	299
	EC Series	EC300	2001-on	293
	EC Series	EC350F	2021-on	350
	EC400	FSE ENDURO	2002-03	399
	EC450	FSE ENDURO	2003-05	449
	EC450	FSE SUPERMOTARD	2003-08	449
	EC450	FSR ENDURO	2006-12	449
	FS 400	FS40A	2006	398
	FS 450	FS45	2006	443
	FS 500	FS50 (503)	2006-2009	503
	FSE 400	400	2002	398
	FSE 450	450	2003-08	398
	PAMPERA	320 TRAIL	1998-02	333
	PAMPERA	400 TRAIL	2006-08	399
	PAMPERA	450	2007-09	443
	SM400	SUPERMOTARD	2003-08	399
	SM450	SUPERMOTARD	2003-08	443
	TT300	EC300	1998-08	295
HLERA	NEXUS 500	NEXUS 500	2003-08	460
ARLEY DAVIDSON	LWZ Series	X350	2023-on	353
ARLET DAVIDSON	LWZ Series	X500 X500	2023-on	500
	SS350			
		Sprint	69-1974	350
	XGS SERIES	Street 500 -XG500 16MY	2014-15	494
(OVID 4	XGS SERIES	Street 500	2015-on	494
ONDA	600V TRANSALP	600V	1988	583
	BROS400	BROS400	1988	399
	C70	DREAM	pre 1970	305
	CB300 (FA)	CB300FA	2014-18	286
	CB300R	CBF300NA	2018-on	286
	CB350	CB350	1969-72	348
	CB350F	CB350F	1972-74	325
	CB360	CB360	1973-76	360
	CB400	CB400	1981 -2014	395
	CB400 ABS	CB400 ABS	2008 - 2016	399
	CB400F	CB400F	1975-77	408
	CB400N	CB400N	1981	395
	CB400T	CB400T	1977	408
	CB450	CB450	1967-75	450
	CB500 FOUR	CB500-FOUR K,K1,K2	1971-73	498
	CB500 TWIN	CB500T	1974-78	498
	CB500F	CB500FA/F	2012-on	471
	CB500X	CB500XA	2013-on	471
	CB550	CB550	1974-78	544
	CB650	CB650	All	650
	CB650F	CB650FA-LTD-16ym	2015-2017	649
	CBR300R	CBR300R	2014-16	286
	CBR300R	CBR300RA	2014-18	286
	CBR500R	CBR500RA	2012-on	471
	CBR650F	CBR650F LAMS (CBR650FL)	2015-2019	649
	CBR650R	CBR650R	2019-on	649

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	CJ360	CJ360	1976	356
	CL450	CL450	1965-77	444
	CL500A	CL500	2023-on	471
	CMX500	CMX500	2016-on	471
	CMX500A	CMX500A	2016-20	471
	CRF300	CRF300 Rally	2020-on	286
	CRF300	CRF300L	2020-on	286
	CRF400R	CRF400R	2013	399
	CRF450L	CRF450L	2018-on	449
	CRF450L	CRF450L2019YM	2018-on	449
	CRF450X	CRF450X	2005-09	449
	CX500	CX500	1977-82	495
	DEAUVILLE	NT650V	2000-07	647
	FJS400A	SW-T400	2009	399
	Fortza 300	NSS300 Forza	All	279
	FT500	FT500	1982-84	498
	FTS600D	SILVERWING	2006-08	582
	GB350	GB350	2023-on	348
	GB350C	GB350C	2024-on	348
	GB400	GB400	All	399
	GB500	GB500 TT	1975-91	498
	GL400	GL400	1985	396
	NF02	SH300	2009	279
	NSS300	NSS300 Forza	2013-on	279
	NSS350	NSS350 Forza	2020-on	330
	NT400	NT400	1989-92	400
	NT650V	DEAUVILLE	2003-07	647
	NTV650	REVERE	1989-92	647
	NX650	DOMINATOR	1989-92	644
	OBI RVF400 VFR400	OBI RVF400 Otobai import model only	All	400
	REVERE	REVERE	1990	647
	SL350	SL350	1972	348
	Steed	steed	2002	398
	VT400	VT 400	A11	398
	VT400C	SHADOW	All	399
	VT500	VT500	1983-87	491
	VT600C	VT600C	1993-00	583
	VT600C	SHADOW VLX	1988-2008	583
	XBR500	XBR500	1986-89	499
	XBR500SH	XBR500	1986-89	499
	XL350	XL350	1984-87	339
	XL500	XL500	1979-84	498
	XL600R	XL600R	1984-87	589
	XL600RMG	XL600RMG	1986-88	591
	XL600VH	TRANSALP	1987-89	583
	XL650	TRANSALP	2005	647
	XL650V	TRANSALP	2002-08	647
	XR350	XR350	1983	339
	XR350R	XR350R	1983-84	339
	XR350R	XR350R	1985-86	353
	XR400	XR400	1996-08	397
	XR400 MOTARD	XR400M	1996-08	397

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACIT
	XR500R	XR500R	1983-84	498
	XR600R	XR600R	1985-00	591
	XR650L	XR650L/ XR650R	2001-06	644
	XR650R	XR650R Kss and Mss (only)	2004-05	649
	XR650R	XR650R (Australian version only)	1999-2001	649
IUNTER	DD350E-2	BOBBER	2011-13	320
	DD350E-6C	DAYTONA	2010-13	320
	DD350E-6C	SPYDER	2010-13	320
USABERG	FE01	FE450 MY05 (Ab)	2004	449
	FE01	FS650 MY05 (Db)	2004	628
	FE350	ENDURO	All	350
	FE400	ENDURO	All	399
	FE450	ENDURO	2008-14	449
	FE501	ENDURO	2012-14	510
	FE501E	ENDURO	1997-12	501
	FE570	ENDURO	2008-10	565
	FE600E	ENDURO	1997-00	595
	FE650E	ENDURO	2004-08	628
	FE650E	ENDURO	2000-04	644
	FS450	SUPERMOTARD	2008-10	449
	FS450E	ENDURO	2004	449
	FS570	SUPERMOTARD	2009-10	565
	FS650C/E	SUPERMOTARD	2004-08	628
		SUPERMOTARD		
	FS650E		2002-04	644 293
UCOVADNIA	TE300	TE Series	2010-14	
USQVARNA	300WR	WR300	2008-12	298
	310TE	TE310 A3	2009-13	303
	310TE	TE310 A2	2008-10	298
	350TE	TE350	1995	349
	400SM	SUPERMOTARD	2002-04	400
	400TE	ENDURO	2000-01	400
	410TE	ENDURO	1998-00	400
	410TE	ENDURO	1994-97	415
	450SM/R/RR	SUPERMOTARD	2003-08	449
	450TC	MOTOCROSS	2001-08	449
	450TE	ENDURO	2001-10	449
	450TE-IE	ENDURO	2007-08	449
	450TXC	TRAIL	2007-08	449
	510SM	SUPERMOTARD	2006-10	501
	510TC	MOTOCROSS	2004-07	501
	510TE	ENDURO	1986-2008	510
	510TE-IE	TE510IE	2008	510
	570TE	570TE(RP)	2000	577
	610SM	SUPERMOTARD	2000-08	577
	A6 SMR 449	A600AB	2010-12	450
	A6 SMR 511	A601AB	2010-12	478
	A6 SMR 511	A602AB	2012	478
	A6 TE 449	A600AATE449	2010-13	450
	A6 TE 511	A601AATE511	2010-13	478
	A8	0H11B 35kW	2013	652
	AE430	ENDURO	1986-88	430
	FE	FE350	2014-on	350
	FE	FE450	2014 on	449

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACIT
	FE	FE450	2016-on	450
	FE	FE501	2014 on	501
	FE	FE501	2016-on	510
	Pilen Series	VP 401	2018-on	373
	Pilen Series	SP 401	2018-on	373
	SMR449	SMR449	2011	449.6
	SMR511	SMR511	2012	447.5
	SMS630	A401AB SMS630	2010-on	600
	TE	TE300	2014 on	298
	TE	TE300	2016-17	293
	TE449	Enduro 2014	2013	449.6
	TE510 (A2)	Enduro 2013	2006-2013	477.5
	TE610	TE610(RP), dual sports	2000 on	577
	TE630	A401AA TE630	2010-on	600
	TR650	TR650 Terra	2013	652
	TR650 Strada	0H11F 35kW	2013-on	652
	TR650 Terra	0H11B 35kW and 0H11D 35kW	2013-on	652
	WR260	ENDURO	1990-91	260
	WR300	ENDURO	2010-13	293
	WR360	ENDURO	1991-03	349
	WR400	ENDURO	1984-88	396
	WR430	ENDURO	1988	430
HYOSUNG	GT650 EFI	GT650EFI Lams	All	647
TOSCING	GT650R EFI	GT650R EFI Learner	All	647
	GV650C/S	Lams model	All	647
NDIAN	VELO	VELO	1969	500
AWA	350	350	1974	350
AWA	634 ROAD	634 ROAD	1984-85	343
	638 ROAD	638 ROAD	1985-86	343
IONWAY		MALIBU 320	2012	
UNWAY	MALIBU		2012	320
KAWASAKI	EL450A	EL450A L, EL450B L, Eliminator, Eliminator SE	2023-on	451
	EN400	Vulcan	1986	400
	EN450	450LTD	1985-87	454
	EN500	Vulcan	1990-02	500
	EN650B	Vulcan S ABS/ABS L	2014-current	649
	EN650B	EN650E ABS L 1&2	2016-17	649
	EN650C	VULCAN S, VULCAN S L	2016-on	649
	ER300B	ER300B (Z300 ABS)	2015-on	296
	ER-5	ER500	1999-06	498
	ER-650C	ER-6nL	2009	649
	ER-650C	ER-6nL ABS	2009-11	649
	ER650F	ER-6nl ABS learner model	2012-2016	649
	ER650H	ER650H LAMS (Z650L)	2016-17	649
	ER650H	ER659K LAM (Z650L)	2019-on	649
	ER650H	ER650M LAMS (Z650RS)	2021-on	649
	ER650H	ER650R L	2023-on	649
	ER650H	ER650S L	2021-on	649
	EX300A (Ninja 300)	EX300B Ninja/ special (A&B)	2012-18	296
	EX300B	EX300B	2015-on	296
				200
	EX400	GPX 400R	1987-94	399
	EX400 EX400G	GPX 400R Ninja 400 & EX400G	1987-94 2018-on	399 399

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	EX400G	Z400 and ER400G	2019	399
	EX400G	Ninja 500 & Z500	2024-on	451
	EX650F	Ninja 650L (2012)	2012	649
	EX650K	EX650S L	2021-on	649
	EX650K (LAMS)	Ninja 650 L	2016-on	649
	GPZ550	GPZ550	1981-90	553
	GT550	Z550	1984-88	553
	KL600	KLR600	1984-87	564
	KL650	KLR650	1987-99	651
	KL650E	KLR650	2013-2016	651
	KLE300C	KLE300C VERSYS-X 300	2017-on	295
	KLE500	DUAL SPORTS	1992-08	498
	KLE500	KLE500	1992-2008	498
	KLE650F	Versys 650L ABS	2014-on	649
	KLE650F	KLE650F ABS L & ABS L MY17	2016-on	649
	KLE650F	KLE650H L	2021-on	649
	KLR600	KL600	1984-87	564
	KLR650E	KL650E	1987-2012	651
	KLX300R	KLX300R	1996-04	292
	KLX400	KLX400	2003	400
	KLX450R	KLX450R	2003 2007-on	449
	KLX450K KLX650	KLX450K KLX650	1989-95	651
	KLX650R	ENDURO	1993-04	651 398
	KZ400	KZ400	1974-84	
	KZ440	KZ440	1985	443
	KZ500	KZ500	1979	497
	KZ550	KZ550	1986	547
	LE650D	Versys 650L ABS	2010	649
	LE650D	Versys 650L ABS	2011-on	649
	LTD440	LTD440	1982	443
	LX400	LX400 Eliminator	1989	398
	Ninja 650	Ninja 650RL ABS	2009-11	649
	Ninja 650	Ninja 650L ABS	2011-16	649
	Ninja 650 L model	Ninja 650RL	2009	649
	S2	S2	1972	346
	S3	S3	1974	400
	W400	EJ400AE	2006-09	399
	Z400B2	KZ400B2	1979	398
	Z400D	KZ400D	1975	398
	Z500	Z500	1980	498
	ZR550	ZEPHYR	1991-99	553
	ZZR400	ZZR400	1991	399
	ZZR400	ZZR400	1992	399
TM	2T-EXC	300 EXC	2012-2017	293
	300 exc	300exc	All	300
	300EXC	ENDURO	1984-2011	293
	300EXC-E	ENDURO	2007-08	293
	300GS	ENDURO	1990-95	280
	350EXC Special-R	ENDURO	2005-06	350
	350EXC-F	ENDURO	2011-on	347
	360EXC	ENDURO	1996-98	360
	380EXC	ENDURO	2000	368
	200222		_000	200

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	400EXC	ENDURO	2008-11	393
	400GS	ENDURO	1993-99	400
	400SC	400SC	1996-98	400
	400TE	400TE	2001	400
	450EXC	ENDURO	2002-07	448
	450EXC	ENDURO	2005-11	449
	450EXC	ENDURO	2011-on	449
	4T-EXC RACING	350 EXC-F	2012-on	350
	4T-EXC RACING	450 EXC	2012-on	449
	4T-EXC RACING	500 EXC	2012-on	510
	500EXC	ENDURO	2011-on	510
	500GS	ENDURO	1984-91	553
	510EXC	ENDURO	1999-02	510
	520EXC	ENDURO	2000-02	510
	525EXC	ENDURO	2002-05	510
	525EXC-R	ENDURO	2005-07	510
	530EXC	ENDURO	2008-11	510
	600 ENDURO	ENDURO	1987-93	553
	600 ENDURO INCAS	ENDURO	1989-90	553
	625SMC	625SMC	2004	609
	640 4T -EGS	640 LC4-EMY04	2004-05	625
	640 4T -EGS	640 LC4-LW104	2004-05	625
	660 SMC	4T-EGS	2004-03	654
	Adventure			
	Freeride	390 Adventure	2020-on 2012	373
		Freeride (MY12 on)		350
	IS DUKE	390 DUKE (C3)	2013	373
	IS RC	RC 390	2016-on	373
	Rally	450 RALLY	2017-on	449
	Rally	690 RALLY	2017	654
	RC390	RC390	all	390
KYMCO	AGILITY 300	T4 (300)	2020	276
	AK Series	AK 550	2017-on	550
	DT Series	DT X360/E70000	2021-on	321
	V2	Downtown 350i (V200010, V20020, V20030, V23010-V23000, C71100))	2015-on	321
	XCITING S 400	D62001 & D62000	2019-on	400
	X-Town	KS60A (300i)	2016-on	276
AMBRETTA	All model	Lambretta	pre 2008	under 660
ARO	DD350E-6C	Pro Street 350	2011	320
	SPT series	SPT350	2011	320
AVERDA	500	500	1979	497
IFAN	All model	All models	2009-10	under 300
IFENG	Regal Raptor	CRUISER 350	2011	320
MAICO	Enduro	500E	1984-88	488
MATCHLESS	G12	G12	pre 1966	646
	G80	HARRIS	1988-90	494
	G80	G80	pre 1963	497
MBK	FALCONE	YAMAHA XT660R/X	2005-08	660
MONTESA	COTA 330	TRIAL	1985-86	328
TONTESA			1985-86	
	COTA 335	TRIAL		327
	COTA 348T	TRIAL	1984-87	305
tomo over	COTA 350	TRIAL	1984-85	349
MOTO GUZZI	350 GT	350 GT	1992	350

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	Falcone	Falcone	1972	498
	V35	V35	1977-90	346
	V50	V50	1977-79	490
	V50	Monza	1980-85	490
	V65	V65	1982-94	643
	V65	Lario	1984-89	643
MOTO MORINI	3.5 ROAD	3.5 ROAD	1984-85	344
	350 SPORT	350 SPORT	1974-85	344
	500 CAMEL	TRAIL	1984-86	479
	500 SEI	500 SEI	1984-85	479
	500 STRADA	500 STRADA	1977-85	479
MUZ	BAGHIRA	ENDURO	1999-02	660
	MASTIFF	SUPERMOTARD	1999-02	660
	SKORPION	REPLICA	1998-02	660
	SKORPION	SPORT	1998-02	660
		TRAVELLER	1998-02	
	SKORPION		1998-02	660
MAY A CHICTEA	SKORPION	TOUR		660
MV AGUSTA	350	350	1972-76	349
NORTON	650SS	650SS	1961-68	650
	ES2	ES2	pre 1963	490
	MANX	MANX	All	Under 660
	MODEL 50	MODEL 50	1933-63	348
	MODEL 88	DOMINATOR	pre 1966	497
	NAVIGATOR	NAVIGATOR	1964	350
PANTHER	MODEL 100	600	pre 1963	598
	MODEL 120	650	pre 1966	645
PEUGEOT	GEOPOLIS	AEAA	2007-08	399
	METROPOLIS	AA	2018-on	399
	SATELIS	AEAA	2007-08	399
	SATELIS	AFAA	2007-08	493
PIAGGIO	All Models	All models	2010-17	under 350
	PSI M59 (MP3 400)	M59101 (400ie RL)	2006-08	399
	PSI M52	M52101 XEVO 400ie	2006-08	399
QJ MOTORCYCLES	BJ60	BJ60	All	600
	P25	BJ600	All	600
RICKMAN	650	Triumph	1964	649
RIEJU	MR5E	MR300 ENDURO	2020-on	293
	MR5E	MR300 ENDURO PRO	2020-on	293
RIYA	RY300T (RY)	RY300T	2012-15	288
ROYAL ALLOY	GP300	GP300	2020-on	278
ROYAL ENFIELD	All models	111 1 1 660	411 2014	under 660
	All models	All models under 660	till 2014	under 660
	CLASSIC	Classic 350	2016-on	349
	CLASSIC			
	CLASSIC CNEX	Classic 350 Bear 650	2016-on 2024 – on	349 648
	CLASSIC	Classic 350	2016-on	349
	CLASSIC CNEX CNEX CNEX	Classic 350 Bear 650 CNEG CNEH	2016-on 2024 – on 2018-on 2018-on	349 648 648
	CLASSIC CNEX CNEX CNEX CNEX	Classic 350 Bear 650 CNEG CNEH CNEG (CONTINENTAL GT 650)	2016-on 2024 - on 2018-on 2018-on 2018-on	349 648 648 648
	CLASSIC CNEX CNEX CNEX CNEX CNEX	Classic 350 Bear 650 CNEG CNEH CNEG (CONTINENTAL GT 650) CNEH (INTERCEPTOR GT 650)	2016-on 2024 – on 2018-on 2018-on 2018-on 2018-on	349 648 648 648 648
	CLASSIC CNEX CNEX CNEX CNEX CNEX CNEX CNEX CNE	Classic 350 Bear 650 CNEG CNEH CNEG (CONTINENTAL GT 650) CNEH (INTERCEPTOR GT 650) Shotgun 650	2016-on 2024 – on 2018-on 2018-on 2018-on 2018-on 2024 – on	349 648 648 648 648 648
	CLASSIC CNEX CNEX CNEX CNEX CNEX	Classic 350 Bear 650 CNEG CNEH CNEG (CONTINENTAL GT 650) CNEH (INTERCEPTOR GT 650)	2016-on 2024 – on 2018-on 2018-on 2018-on 2018-on	349 648 648 648 648

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACIT
	D4A5C EFI	Himalayan	2016-on	411
	GOAN	GOAN 350	2025-on	350
	GUERRILLA	450 G1	2024-on	450
	HIMALAYAN 450	G1	2024-on	452
	HUNTER	Hunter 350	2022-on	349
	J1	Bullet 350	2023-on	349
	Meteor	Meteor 350	2020-on	349
	UMI BULLET	U3S	2015-19	346
	UMI BULLET	BULLET 500 CKE	2015-19	499
	UMI CONTINENTAL	CONTINENTAL GT	2015	535
S HONDA	XR400M	MOTARD	2005-08	397
UDGE HITWORTH	650	Rudge	pre 1961	650
HERCO	S4	ENDURO 450	2007-2010	448
illico	S4	ENDURO 510	2007-2010	510
	S4	ENDURO 300	2010	290
	S6	300 2ST	2014-on	293
	S6	300 4ST	2015-on	303
	S6	450 4ST	2015-on	449
	S6	480ST	2013-0n 2021-on	449
	S6	500 4ST		
TIZZI IZZI			2018-on	510
UZUKI	AN400	AN 400	2004-on	400
	AN400	BURGMAN	2008-18	400
	AN400	AN400	2008-18	400
	AN650	BURGMAN	2008-18	638
	Burgman	Burgman 400ABS (AN400A)	2014-on	400
	DL650	DL650 AUE & DL650X AUE	2016-20	645
	DL650AUE	V Strom	2014-on	645
	DL650XAUE	V-Strom 650 XT learner approved	2015-on	645
	DR350	All	1991-98	349
	DR400	DR400	1999	400
	DR500	All	1981-84	498
	DR600R	DR600R	1985-90	598
	DR650	All	1990-08	644
	DR650SE	DR650SE	1995-on	644
	DR-Z400E	DR-Z400E	All	398
	DR-Z400E	DR-Z400 (2006 MY~)	All	398
	DR-Z400E	DR-Z400	All	
	DR-Z400S	DR-Z400S	2005-14	398
	DR-Z400SM	DR-Z400SM	2005-on	398
	GN400	GN400	1980-81	400
	GR650	All	1983-88	651
	GS400	GS400	1976-82	400
	GS450	All	1981-89	450
	GS500	GS500	2000-13	487
	GS500E	GS500E	1976-99	492
	GS500E GS500F	GS500F	2003-13	487
	GS550	All	1977-82	549
	GSR400	GSR400	2006-08	398
	GSX400	F	1981-04	398
	GSX400 GSX400	r E	1981-04	398
	U3A400	E E	1701-04	370
	GSX650F	GSX650 /FU	2008-12	656

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	GT500	GT500	1976-78	500
	GT550	GT550	1973-78	550
	KATANA 550	KATANA 550	1981-83	550
	LS650	Boulevard S40	2015-on	652
	LS650	SAVAGE	1986-89	652
	LS650	LS650	2018	652
	PE400	PE400	1980-81	400
	RE5	ROTARY	1974	500
	RMX450 (market name RMX450Z)	RMX450	2014-15	449
	SFV650U	SFV650U	2009-17	645
	SP370	ENDURO	1978	370
	SV650-3	SV650 UA	2015-2017	645
	SV650S LAMS	SV650SU LAMs Gladdius	2008/2013	645
	SVF650 (Market name-Gladius)	SVF650 U/UA	2009-2014	645
	T500	T500	1970-74	500
	TS400	TS400	1976	400
	XF650	FREEWIND	1997-01	644
SWM	A1	01/AA and 01/AB	2015-2017	600
	A2	01/AA	2016	300
	A2	03/AA and 03/AB	2016	500
	A3	00-01-02	2016	445
	B3	Silver Vase, Gran Milano	2019-20	445
SYM	All Models	All models under 400	2008-12	400
3111	LN	GTS 300i Sport	2015-16	278
	LX	MaxSYM 400i	2012-on	399
TGB	All Models	All models under 300	2012-011	300
TM	3002T	ENDURO	2010	297
1111	300E	ENDURO	2000-08	294
	400E	ENDURO	2002-03	400
	4504T	ENDURO	2010	450
	450E	ENDURO	2003-08	449
	450MX	450MX	2008	449
	5304T	ENDURO	2010	528
	530E	ENDURO	2003-08	528
TDIIIMDII	530MX 21	530MX	2008	528
TRIUMPH		21	1963	350
	DAYTONA 500	DAYTONA 500	1970	490
	HD Series	HD418MY	2017	660
	L Series	TRIDENT 660	2020-on	660
	L Series	TIGER SPORT 660	2022-on	660
	Street triple	LAMs Street Triple 659 L67Ls7	2014-on	659
	T010	Speed 400	2023-on	398
	T010	Scrambler 400 X	2023-on	398
	T100	TIGER	pre-1970	498
	T120	BONNEVILLE	1959-1974	649
	TR5	TROPHY	1969	449
	TR6	TROPHY	1961 - 73	649
	TR7	TIGER	1971	649
	TRIBSA	TRIBSA	1960-70	650
	2010 23/2	LIDGO	2010	
UBCO	2018 2X2	UBCO	2018	

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	K650	K650	1967-74	650
	MT9	MT9	1974	650
	THRUXTON	THRUXTON	1965-67	499
VESPA	All Models	All models	until 1/09/2013	50-300
	GTS 300	GTS 300 (Super/Sport/Super Sport/Tech)	2008-on	278
	GTV 300	MD3109	All	278
	PSI M45	M45200 300 S/SS	2016-on	278
	PSI M45	M45202 300 ABS	2018-on	278
	PSI M45	M45710 300 S/SS	2018-on	278
	PSI M45	M45715 300 S/TECH	2019-on	278
	PSI M45	M45710 300	2018	278
	PSI M45	M45719 GTS 300 SS HPE	2020-on	278
	PSI M45	M45724 GTS 300 SG	2020-on	278
	PSI M45	M45200 300 S/SS	2016-on	278
	PSI M45	M45200 300 8788 M45202 300 ABS	2018-on	278
	PSI M45 PSI M45	M45710 300 S/SS	2018-on 2018-on	278
			2016-01	
/OD	PSI MA3	MA330 300 E4 (GTS/SUPER/SS)		278
OR	400 ENDURO	400 ENDURO	2000	399
	450 ENDURO	450 ENDURO	2002	450
	500 ENDURO	500 ENDURO	2001	503
	530 ENDURO	530 ENDURO	2001	530
	VOR ENDURO	400SM	2000-01	399
	VOR ENDURO	500SM	2000-01	503
KINGYUE	XY400Y	XY400Y	2008-09	400
AMAHA	CZD300 (X-Max300)	CZD300-A	2016-on	292
	DT400	DT400	1976-77	400
	FZ600	FZ600	All	600
	FZ6R	FZ6R	All	600
	IT426	IT426	1987	426
	IT465	IT465	1987	465
	IT490	IT490	1983	490
	MT 07	MT07 LAMS, MTN660-A	2015-on	655
	MT 07	MT07, MTN660	2015-on	655
	MT-03	MT03	2011 on	660
	MT-07	MT-07 LAMs	2015-on	655
	MTM660	XSR700	2016-on	655
	MTN320	MTN320-A	All	321
	MTT660-A	RM 161	2016-17	655
	MX400	MX400	1976	400
	RD350	RD350	to 1975	350
	RD400	RD400	1976	398
	RT2	RT2	1970	360
	RT350	RT350	1972	347
	SR400	SR400	All	400
	SR500	SR500	1978-1981	499
	SRX400	SRX400	1985-90	400
	SRX600	SRX600	1986-96	608
	SZR660	SZR660	1997	659
	T MAX	Tmax 530	All	530
	Tenere	Tener	All	660
		Tricity 300 (MWD300)	2020-on	

MAKE	MODEL	VARIANT NAME	YEAR(S)	CAPACITY
	TT350	TT350	1986-01	346
	TT500	TT500	1975	500
	TT600	TT600	All	595
	TT600E	TT600E	All	595
	TT600R	TT600R	All	595
	TX650	TX650	1976	653
	WR400F	WR400F	1998 - 2000	399
	WR426F	Belgarda import ONLY	2001	426
	WR450F	WR450F	All	450
	WR450F	WR450F (2GC)	All	449
	XJ550	XJ550	1981-82	528
	XJ6	XJ6FL/NL (25kW & 35kW)	All	600
	XJ6	XJ6SL (25kW)	All	600
	XJR400	ZJR400	1999	400
	XJR400	4HM	2003	399
	XP500	XP500	All	499
	XP500	XP500	All	530
	XS360	XS360	All	359
	XS400	XS400	All	391
	XS650	XS650	1972-1984	653
	XSR700	RM131	2015-17	655
	XT350	XT350	All	346
	XT500	XT500	All	499
	XT550	XT550	All	552
	XT600	XT600	All	590
	XT660R	XT660R	All	659
	XT660X	XT660X	All	659
	XT660Z T N R	XT660Z	All	660
	XTZ660	XT660Z Tenere	All	659
	XV400	XV400 Virago	1983	399
	XV535	XV535 Virago	All	535
	XVS400	XVS400 Dragstar	2001-08	399
	XVS650A/custom	XVS650 custom and classic	All	649
	XZ400	XZ400	1982	399
	XZ550	XZ550	1982-83	550
	YP400	MAJESTY	All	395
	YZF R3	YZF R3A	All	321
	YZF320-A	YZF320-A	2022-on	321
	YZF660		2021-on	649
ZHEJIANG	HT300T	Base	2015	275

An approved motor bike and motor trike must:

- Be the standard model and variant as specified on the above list; and
- Not be modified in any way that increases its power-to-weight ratio.

### **Schedule 2—Revocation**

The Motor Vehicles (Approval of Motor Bikes and Motor Trikes) Notice 2025 No 2 made on 11 September 2025.

(Gazette No.52, p.3803-3849) is revoked.

Stuart Gilbert

**Deputy Registrar of Motor Vehicles** 

On 23 October 2025

MOTOR VEHICLES ACT 1959

South Australia

# Motor Vehicles (Conditional Registration—Recognition of Motor Vehicle Clubs) Notice 2025—Rootes Group Auto Club of South Australia Incorporated

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 2025—Rootes Group Auto Club of South Australia Incorporated.* 

### 2—Commencement

This notice takes effect from the date it is published in the Gazette.

### 3—Interpretation

In this notice—

*Act* means the *Motor Vehicles Act 1959*;

*Code of Practice* means the 'Code of Practice – Conditional Registration Scheme for Historic, Individually Constructed, Left-Hand Drive and Street Rod Vehicles' published by the Department for Infrastructure and Transport;

**Conditional Registration Scheme** or **Scheme** means the scheme for conditional registration of historic, individually constructed, left hand drive, street rod and vehicles under Section 25 of the Act and Regulation 23 of the *Motor Vehicles Regulations 2025*;

**Department** means the Department for Infrastructure and Transport;

**Federation** means the Federation of Historic Motoring Clubs SA Incorporated;

**MR334 form** means an 'Approval for Registration of Vehicle on the Club Registration Scheme (MR334)';

**Prescribed log book** means a log book in a form approved by the Registrar;

**Registrar** means the Registrar of Motor Vehicles;

**Regulations** means the *Motor Vehicles Regulations 2025*.

### 4—Recognition of motor vehicles 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 23(3) 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). The club's authorised person(s) are responsible for approving applicants and motor vehicles for registration under the Scheme. This includes confirming that Scheme applicants are financial members of a club; any other details as required by the Registrar on the MR334 form; and to inspect members' vehicles when requested to do so by the Registrar;
- (c) the club must issue a prescribed log book to club members for each of their vehicles to record vehicle use;
- (d) the club must cancel a member's prescribed log book when a member resigns, must ensure that a statutory declaration is provided when a member's log book is lost or destroyed, must keep details of members' prescribed log book return sheets and forward copies of the same to the Registrar or Federation annually as required;
- (e) the club must create and maintain records detailing all its financial members, its authorised persons, all vehicles for which an MR334 form has been issued, all statutory declarations received and prescribed log books issued and returned to the club;
- (f) the club must keep records for a period of 5 years from the date of the document and these records must include all duplicate MR334 forms, all records of motor vehicle inspections undertaken in accordance with paragraph (b), all statutory declarations provided by members for the purposes of paragraphs (d), all prescribed log books issued by reference to their serial number, the member's name and the vehicle for which it was issued, and to make all such records available for inspection or provide copies of the records at the request of the Registrar for audit purposes;
- (g) the club must ensure, as far as practicable, that all members comply with the Code of Practice;
- (h) 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;
- (i) 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;
- (j) the club must notify the Registrar, in writing, within 14 days of resolution to cease operation as a club and must provide the club records specified in paragraph (f) to the Registrar within 14 days of its dissolution.

### Note-

Under Regulation 23(3)(c) of the *Motor Vehicle Regulations 2025*, 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, individually constructed, left-hand drive and street rod vehicles motor vehicle clubs

Rootes Group Auto Club of South Australia Incorporated

And **REVOKE** the below clubs as a recognised Motor Vehicles club for the purpose of the Conditional Registration Scheme:

### Sunbeam Car Owners Club of South Australia Inc; and

Hillman Car Club of South Australia Inc

### Made by the Deputy Registrar of Motor Vehicles

On 28 October 2025

### PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 42

Practice Directions

Preamble

The State Planning Commission may issue a practice direction for the purposes of this Act.

A practice direction may specify procedural requirements or steps in connection with any matter arising under this Act.

A practice direction must be notified in the Gazette and published on the SA Planning Portal.

NOTICE

Pursuant to Section 42(4)(b) of the *Planning, Development and Infrastructure Act 2016*, I, Lisa Teburea, Acting Chair State Planning Commission, as delegate of the State Planning Commission:

- (a) give notice of a variation to State Planning Commission Practice Direction 14 (Site Contamination Assessment); and
- (b) fix the day on which the varied State Planning Commission Practice Direction 14 (Site Contamination Assessment) is published on the SA Planning Portal as the day on which it will come into operation.

Dated: 23 October 2025

LISA TEBUREA
Acting Chair, State Planning Commission
Delegate of the State Planning Commission

### REAL PROPERTY ACT 1886

Caveat to be Lodged

Whereas the Applicant named at the foot hereof has for itself made application to have the land set forth and described before its name at the foot hereof brought under the operation of the *Real Property Act 1886*:

Notice is hereby given that unless caveat be lodged with the Registrar General by some person having estate or interest in the said land on or before the expiration of the period herein below for each case specified, the said land will be brought under the operation of the said Act as by law directed. Diagrams delineating this land may be inspected at the Land Titles Registration Office, Adelaide and in the offices of the several corporations or district councils in which the lands are situated.

### THE SCHEDULE

No. of Application	Description of Property	Name	Residence	Date up to and inclusive of which caveat may be lodged
32094	Allotment 201 in F38094 Hundred of Adelaide in the area named Parkside	Geraldine Margaret Evenden	5 Liston Street Parkside SA 5063	30 <sup>th</sup> December 2025

Dated: 30 October 2025

B. PIKE Chief Executive Officer, Land Services SA Acting under delegation of the Registrar-General Pursuant to Section 17 of the *Real Property Act 1886* 

### RETAIL AND COMMERCIAL LEASES ACT 1995

### Exemption

Pursuant to Section 77(2) of the *Retail and Commercial Leases Act 1995* (SA) I, Daniel van Holst Pellekaan, Small Business Commissioner for the State of South Australia, exempt the lease agreement between the District Council of Robe and Front Beach Caravan Park Pty Ltd as trustee for the Sea Vu Caravan Park Trust in relation to the whole of the land in Certificate of Title Volume 5571 Folio 838 and Volume 5557 Folio 969, located at 1 Squires Drive, Robe, South Australia from Sections 13, 22(4), 38, 43 and 45A of the *Retail and Commercial Leases Act 1995*.

Dated: 17 October 2025

DANIEL VAN HOLST PELLEKAAN Small Business Commissioner

### **ROAD TRAFFIC ACT 1961**

Authorisation to Operate Breath Analysing Instruments

- I, Grant Stevens, Commissioner of Police, do hereby notify that on and from 23 October 2025 the following persons were authorised by the Commissioner of Police to operate breath analysing instruments as defined in and for the purposes of the:
  - Road Traffic Act 1961;
  - Harbors and Navigation Act 1993;
  - · Security and Investigation Industry Act 1995; and
  - Rail Safety National Law (South Australia) Act 2012.

PD Number	Officer Name
15625	LYONS, Chloe Rebecca
15373	MADIGAN, Mhairi Louise
14785	MICKAN, Chelsea Victoria
14923	MILANESE, Vanessa Marie
12796	OBORN, Max Walter
14680	ZDANOWICZ, Sarah Lucy

Dated: 30 October 2025

GRANT STEVENS Commissioner of Police

Reference: 2025-0166

### SHOP TRADING HOURS ACT 1977

### SECTION 13

Specified Weekdays of Trading until Midnight

Pursuant to Section 13(2)(d) of the *Shop Trading Hours Act 1977*, I, Kyam Maher, Minister for Industrial Relations and Public Sector, specify the following weekdays that the shopkeeper of a shop situated in the Greater Adelaide Shopping District may open the shop until midnight.

- Friday, 19 December 2025
- Monday, 22 December 2025
- Tuesday, 23 December 2025

Dated: 28 October 2025

HON KYAM MAHER MLC Minister for Industrial Relations and Public Sector

### LOCAL GOVERNMENT INSTRUMENTS

### CITY OF MITCHAM

### LOCAL GOVERNMENT ACT 1999

Adoption of a Community Land Management Plan

Notice is hereby given pursuant to Section 197(3) of the *Local Government Act 1999*, that the City of Mitcham at its Full Council Meeting on 14 October 2025 resolved to adopt a Community Land Management Plan for O'Deas Reserve—Grandview Crescent Entrance.

The adopted Community Land Management Plan can be viewed at www.mitchamcouncil.sa.gov.au.

Dated: 22 October 2025

MATTHEW PEARS Chief Executive Officer

### CITY OF MITCHAM

### LOCAL GOVERNMENT ACT 1999

Adoption of Amended Community Land Management Plan

Notice is hereby given pursuant to Section 198(4) of the *Local Government Act 1999*, that the City of Mitcham at its Full Council Meeting on 14 October 2025 resolved to adopt the proposal for an amended Community Land Management Plan for Conservation/Biodiversity Reserves.

The adopted Community Land Management Plan can be viewed at www.mitchamcouncil.sa.gov.au.

Dated: 22 October 2025

MATTHEW PEARS Chief Executive Officer

### CITY OF NORWOOD PAYNEHAM & ST PETERS

Review of Representation

Notice is hereby given that the City of Norwood Payneham & St Peters has reviewed its composition and elector representation arrangements in accordance with the requirements of Section 12 of the *Local Government Act 1999* (the Act).

Pursuant to Section 12(13)(a) of the Act, the Electoral Commissioner has issued a certificate that the review undertaken by Council satisfies the requirements of Section 12 of the Act.

The following arrangements will therefore take effect from polling day of the next periodic Local Government election:

- The principal member of the Council will be a Mayor elected by the electors for the area.
- The future elected body of Council will comprise the Mayor and eleven (11) Ward Councillors.
- The Council area shall be divided into four (4) wards, as defined in Schedules One to Four inclusive.
- The wards be identified as Payneham/Felixstow Ward, St Peters/Kent Town Ward, Trinity/Maylands Ward and Kensington/Norwood Ward.
- The Payneham/Felixstow Ward, Trinity/Maylands Ward and Kensington/Norwood Ward will each be represented by three (3) Ward Councillors, whilst the St Peters/Kent Town Ward is to be represented by two (2) Ward Councillors.

Dated: 30 October 2025

MARIO BARONE PSM Chief Executive Officer

### SCHEDULE 1

Payneham/Felixstow Ward

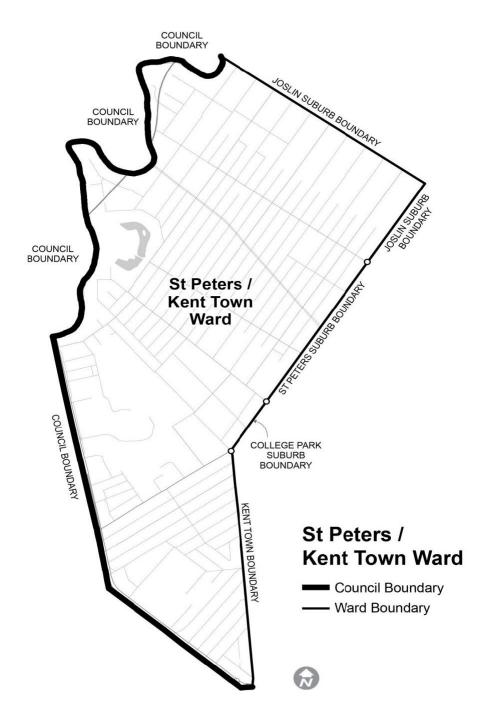
Comprising the suburbs of Marden, Felixstow, Royston Park, Payneham and Glynde.

# Payneham / Felixstow Ward Council Boundary COUNCIL BOUNDARY Payneham / Felixstow Ward Payneham / Felixstow Ward Payneham / Felixstow Suburb Boundary Payneham / Suburb Boundary Payneham / Suburb Boundary Suburb Boundary

### $SCHEDULE \, 2$

St Peters/Kent Town Ward

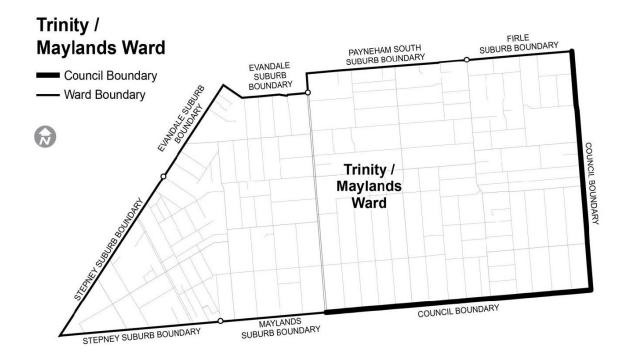
Comprising the suburbs of Joslin, St Peters, College Park, Hackney and Kent Town.



### SCHEDULE 3

Trinity/Maylands Ward

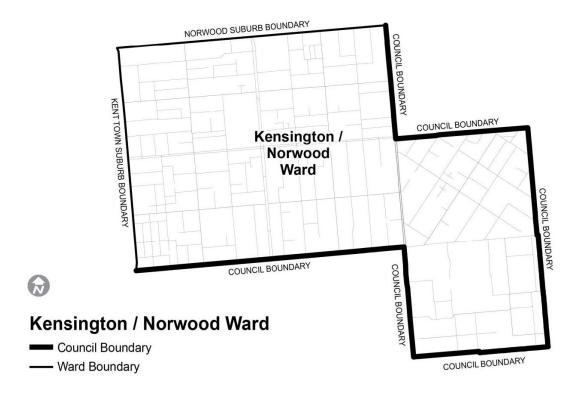
Comprising the suburbs of Firle, Payneham South, Evandale, Stepney, Maylands, Trinity Gardens and St Morris.



SCHEDULE 4

Kensington/Norwood Ward

Comprising the suburbs of Norwood, Kensington, Marryatville and Heathpool.



### MOUNT BARKER DISTRICT COUNCIL

Public Place Naming

Notice is hereby given, that in accordance with Section 219(1) of the *Local Government Act 1999*, Council, at its meeting held 7 October 2025, resolved to name the land within Certificate of Title Volume 6035 Folio 171, 84 Princes Highway Nairne to "Market Reserve".

Dated: 30 October 2025

ANDREW STUART Chief Executive Officer

### YORKE PENINSULA COUNCIL

LIQUOR LICENSING ACT 1977—SECTION 131(1AB)

Liquor Licensing (Dry Area) Notice 2025

### 1. Short title

This notice may be cited as the Liquor Licensing (Dry Area) Notice 2025.

### 2. Commencement

This notice comes into operation on 31 December 2025.

### 3. Interpretation

- (1) Pursuant to Section 131 (1ab) of the Act, the Yorke Peninsula Council has declared that consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
  - (a) A person who is genuinely passing through the area if:
    - (i) the liquor is in the original container in which it was purchased from licensed premises; and
    - (ii) the container has not been opened; or
  - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business: or
  - (c) a person who is permanently or temporarily residing in premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

SCHEDULE—STANSBURY AREA 1 AND AREA 2

### 1. Extent of prohibition

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

### 2. Period of prohibition

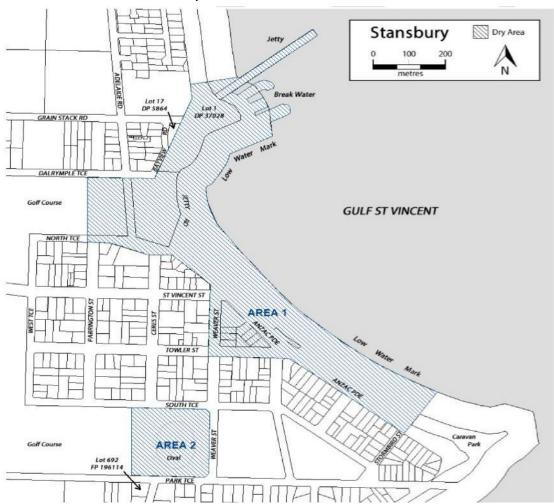
From 10pm on 31 December 2025 to 8am on 1 January 2026.

### 3. Description of area.

The Area 1 in Stansbury is bounded as follows: commencing at the point at which the prolongation in a straight line of the southeastern boundary of Stormbird Street intersects the low water mark on the western side of Gulf St. Vincent, then south-westerly along that prolongation to the southwestern boundary of Anzac Parade, then north-westerly along that boundary of Anzac Parade to the northern boundary of Towler Street, then westerly along that thoundary of Towler Street to the western boundary of Weaver Street, the northerny along that boundary of Weaver Street and the prolongation in a straight line of that boundary to the south-western boundary of Anzac Parade, then generally north-westerly and westerly along that boundary of Anzac Parade and the southern boundary of North Terrace to the western boundary of Parrington Street, then along the prolongation in a straight line of then western boundary of Parrington Street to the southern boundary of Dalrymple Terrace, the easterly along that boundary of Dalrymple Terrace to the western boundary of Adelaide Road, then in a straight line by the shortest route to the point at which the southern boundary of Bayview Road to the point at which it meets the southern corner of Lot 17 DP 5864, then north-easterly and north easterly along the western boundary of Lot 1 DP 37028 to the northern boundary of the Lot, then easterly along the northern boundary of Lot 1 and the prolongation in a straight line of the boundary to the low water mark on the western side of Gulf St. Vincent, then generally south-easterly along the low water mark to the northern side of Stansbury Jetty, then north-easterly south-easterly and southwesterly around the outer boundary of the jetty back to the low water mark on the southern side of the jetty, then generally north-easterly, south-easterly and southwesterly around the outer boundary of the boat launching facility mediately to the south-east of the jetty, then generally north-easterly, south-easterly and southwesterly and south-easterly and s

Area 2 will include the area bounded on the north by South Terrace, on the east by Weaver Street, on the south by Park Terrace and on the west by the prolongation in a straight line of the western boundary of Lot 692 FP 196114.

### Dry Area Location—Area 1 and Area 2



Dated: 30 October 2025

ANDREW CAMERON Chief Executive Officer

### **PUBLIC NOTICES**

### **CORPORATIONS ACT 2001**

SECTION 491(2)(B), REGULATION 5.5.01

### ASSOCIATIONS INCORPORATIONS ACT 1985

Pharmaceutical Society of Australia (South Australian Branch) Incorporated (ABN: 81 144 107 332)—In Voluntary Liquidation Notice of Appointment as Liquidator—Special Resolution

Notice is hereby given that at an annual general meeting of the members of the Association held on 22 October 2025, it was resolved that the Association be wound up voluntarily and that Maris Andris Rudaks be appointed liquidator.

Dated: 23 October 2025

MARIS ANDRIS RUDAKS Liquidator, BRI Ferrier Level 8, 50 Pirie Street, Adelaide SA 5000 Ph: (08) 8233 9900 | Email: info@brifsa.com.au

### **CORPORATIONS ACT 2001**

SECTION 491(2)(B), REGULATION 5.6.48

### ASSOCIATIONS INCORPORATIONS ACT 1985

Pharmaceutical Society of Australia (South Australian Branch) Incorporated (ABN: 81 144 107 332)—In Voluntary Liquidation Notice Inviting Formal Proof of Debt or Claim

Take notice that the creditors of the Association, whose debts or claims have not already been admitted, are required on or before 5 December 2025 to prove their debts and claims and to establish any title they may have to a priority by delivering or posting to me at my address a formal proof of debt or claim in accordance with Form 535 or 536 containing their respective debts or claims. If they do not, they will be excluded from:

- (a) The benefit of any distribution made before their debts or claims are proved or their priority is established; and
- (b) Objecting to the distribution.

Form of proof may be obtained from:

Maris Andris Rudaks Liquidator, BRI Ferrier Level 8, 50 Pirie Street Adelaide SA 5000 Ph: (08) 8233 9900

Email: info@brifsa.com.au
Dated: 23 October 2025

MARIS ANDRIS RUDAKS Liquidator, BRI Ferrier

### NATIONAL ENERGY RETAIL LAW

Notice of Draft Determination and Draft Rule

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

Under s 256, the making of a draft determination and related draft rule on the *Establishing a regulatory framework for retail customer initiated gas abolishment* (Ref. RRC0068) proposal. Written requests for a pre-determination hearing must be received by 6 November 2025. Submissions must be received by 11 December 2025.

Submissions can be made via the <u>AEMC's website</u>. Before making a submission, please review the AEMC's <u>privacy statement</u> on its website, and consider the AEMC's <u>Tips for making a submission</u>. The AEMC publishes submissions on its website, subject to confidentiality and other considerations.

Written requests should be sent to <a href="mailto:submissions@aemc.gov.au">submissions@aemc.gov.au</a> 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 15, 60 Castlereagh St Sydney NSW 2000 Telephone: (02) 8296 7800 www.aemc.gov.au

Dated: 30 October 2025

### NATIONAL GAS LAW

Notice of Final Determination and Final Rule Notice of Draft Determination and Draft Rule

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

Under ss 311, 312 and 313, the making of the National Gas Amendment (Extension of the DWGM Dandenong LNG interim arrangements) Rule 2025 No. 3 (Ref. GRC0078) and related final determination. Provisions commence as follows: Schedules 1, 3 and 4 commence on 30 October 2025 and Schedule 2 commences on 1 April 2026.

Under s 308, the making of a draft determination and related draft rule on the *Establishing a regulatory framework for retail customer initiated gas abolishment* (Ref. GRC0086) proposal. Written requests for a pre-determination hearing must be received by **6 November 2025**. Submissions must be received by **11 December 2025**.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website, and consider the AEMC's Tips for making a submission. The AEMC publishes submissions on its website, subject to confidentiality and other considerations.

Written requests should be sent to submissions@aemc.gov.au.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 15, 60 Castlereagh St Sydney NSW 2000 Telephone: (02) 8296 7800

www.aemc.gov.au Dated: 30 October 2025

### TRUSTEE ACT 1936

### PUBLIC TRUSTEE

Estates of Deceased Persons

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

BARTSCH Simon Nathanael late of 507B Anzac Highway Glenelg North Warehouse Operative who died 1 May 2025

BOSCO Domenic otherwise Dominic late of 22 Kylie Crescent Ingle Farm of no occupation who died 20 January 2025 CERNY Josef late of 14 Ryde Street Gawler West Retired Factory Worker who died 24 September 2024

COOPER Fern Kathleen late of 80 Nunyah Avenue Park Holme of no occupation who died 7 November 2024

DONALDSON Anthony James late of 30 Midlow Road Elizabeth Downs of no occupation who died 2 June 2024

EDDY Catherine Jane late of 39 Dudley Avenue Daw Park Retired Administrator who died 23 May 2025

HOLBROOK Dorothy Marian late of 53 Austral Terrace Morphettville Shorthand Typist who died 19 July 2024

MILDE Deidre late of 289 Esplanade Coffin Bay Retired Teacher who died 19 June 2025

ROBSON Janet Anne late of 82 Coventry Road Davoren Park Administration Clerk who died 20 July 2025

ROGERS David late of 6 Booth Avenue Linden Park Retired Accountant who died 9 April 2024

SCHULZ Pauline Helen late of 14-24 King William Road Wayville Retired Receptionist/Secretary who died 7 April 2024

THOMAS Susanne late of 26 Amberleigh Close Christie Downs Retired Cleaner who died 7 May 2025

USHER James Gordon late of 43 East Avenue Allenby Gardens Jack of all trades who died 8 July 2024
WATKINS Christopher Robin late of 13 Sutherland Street Glanville Retired Postal Worker who died on or about 2 September 2024 ZACHAT Steven late of 9 Kelvin Road Ingle Farm Labourer who died 23 December 2024

Notice is hereby given pursuant to the Trustee Act 1936 (SA), the Succession Act 2023 (SA) and the Family Relationships Act 1975 (SA) 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 at GPO Box 1338, Adelaide 5001, full particulars and proof of such claims, on or before the 28 November 2025 otherwise they will be excluded from the distribution of the said estate; 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: 30 October 2025

T. BRUMFIELD Public Trustee

## **NOTICE SUBMISSION**

The South Australian Government Gazette is published each Thursday afternoon.

Notices must be emailed by 4 p.m. Tuesday, the week of publication.

Submissions are formatted per the gazette style and a proof will be supplied prior to publication, along with a quote if applicable. Please allow one day for processing notices.

Alterations to the proof must be returned by 4 p.m. Wednesday.

### Gazette notices must be submitted as Word files, in the following format:

- Title—the governing legislation
- Subtitle—a summary of the notice content
- Body-structured text, which can include numbered lists, tables, and images
- Date-day, month, and year of authorisation
- Signature block—name, role, and department/organisation authorising the notice

### Please provide the following information in your email:

- Date of intended publication
- Contact details of the person responsible for the notice content
- Name and organisation to be charged for the publication—Local Council and Public notices only
- Purchase order, if required—Local Council and Public notices only

EMAIL: governmentgazettesa@sa.gov.au

PHONE: (08) 7133 3552

WEBSITE: www.governmentgazette.sa.gov.au

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