HOUSE OF ASSEMBLY

Thursday 31 August 2006

The SPEAKER (Hon. J.J. Snelling) took the chair at 10.30 a.m. and read prayers.

ROADS, ANZAC HIGHWAY-SOUTH ROAD UNDERPASS

Mr HAMILTON-SMITH (Waite): I move:

That this house—

(a) notes the growing concerns expressed by small businesses in the immediate vicinity of the Anzac Highway and South Road intersection relating to the possible impact on the viability of their businesses arising from the proposed major public works; and

(b) calls upon the government, in cases where there is a clear and proven loss of business income directly attributed to the tunnel underpass project, to provide financial assistance on a 'one-off' basis to these small businesses until the work is complete.

This motion is part of three actions I have taken in the parliament this week to respond to concerns raised by residents and business owners in the vicinity of South Road about proposed public works. Yesterday, I moved a private member's bill, which sought to require the government to consult with businesses before it carries out major road works; and, where it did not consult or failed to act reasonably, provide compensation. That is a separate issue which we will debate in the fullness of time. This motion today, however, narrows the proposition down to the specific intersection on the corner of Anzac Highway and South Road, which is expected to be the first of the major public works this government undertakes in the near future.

Later this morning, I will seek to move a separate motion which will deal with the Port Road-Grange Road intersection and some broader issues to do with the whole way in which the government is approaching public works. My motion to the government says that the government should note growing concerns expressed by small businesses in the immediate vicinity of the Anzac Highway-South Road intersection relating to the possible impact on the viability of their businesses arising from its proposed major public works. The motion also calls upon the government, in cases where there is a clear and proven loss of business income directly attributed to the tunnel underpass project, to provide financial assistance on a one-off basis to those small businesses until the work is complete.

I have put it in the form of a motion because, as I mentioned, the bill which I moved yesterday talks about the need for consultation and to act reasonably, and requires compensation if that consultation does not occur. However, this motion goes further. What this motion says is that the government should look at those businesses that are clustered around the Anzac Highway-South Road intersection, and it should consider carefully the impact this road will have on those businesses. I am talking about a range of businesses. I am talking about the medical centre on the corner of Anzac Highway and South Road and the child-care centre in the precinct. I am talking about businesses as diverse as Gas Works, Pine City and other businesses in that cluster on the eastern corner of Anzac Highway. I am talking about the businesses extending up that intersection along South Road, which may very well find concrete and scaffolding at their front doorstep, their car park access denied and that their customers cannot come and go.

They may find that their work force cannot come and go; and, frankly, the visibility of that business on the intersection is vanquished. What does that mean? Well, many members on this side of the chamber come from a small business background. One or two members on the other side of the chamber have had some experience with small business, but on this side we know what it is like. What you do is go to the letterbox every morning, take out the mail and, if it is not a cheque, put it in the pending tray. You have wages to pay, you have customers whose needs must be met, you have stock to purchase and you have marketing and advertising to get under way.

You have a range of things on your plate, right? The last thing in the world you need is major public works on your doorstep. As I mentioned, if the government agrees to the bill I put to the house yesterday, at least there will be some consultation; and, where there is not consultation, there will be some compensation. However, this motion today seeks to go further. It seeks to recognise that these roadworks may very well destroy certain businesses. Even if there is consultation and even if there is a plan to soften the impact, it may still mean some businesses are out of business.

They will do everything they can to survive. They are resilient. Small business people are like that. That is why they run small businesses—they are creating a future for our kids, building the economy, creating jobs and making the country tick over. They will do everything they can to survive, but it is very hard to survive when you have a government that wants to bulldoze them out of the way, like the rubble in the tunnel, so as to have what it wants, which is a nice, glossy underpass underneath Anzac Highway. Later on this morning—

Mr Bignell interjecting:

Mr HAMILTON-SMITH: Well, the member for Mawson disagrees with me. He does not care about the small businesses on Anzac Highway, and you can tell that from his interjections. Later this morning I will talk about the South Road/Grange Road/Port Road intersection, because the same message that I am giving on this motion applies also to the small businesses at Port Road and Grange Road.

I am looking in this debate this morning for a contribution from the member for Ashford whose seat encompasses the Anzac Highway/South Road intersection; I am looking for a contribution later this morning from the member for West Torrens whose seat encompasses the Port Road/Grange Road works; and I am looking for a contribution from the member for Croydon (the Attorney-General) whose seat also encompasses this area. Also, I will be touching on the issue of the Bakewell Bridge, because those constituents, many of whom are present in the gallery today, would like to hear what their local members have got to say to stick up for them.

They would really like to know what plan the Labor government has to soften the impact of these roadworks on their lives, their families and their businesses. If those three members do not come into the chamber this morning and contribute I guess there is a message in that. If the minister does not at least do the residents and small business people the courtesy of coming in here this morning and contributing to this debate, well, I guess that tells a story too, doesn't it?

The way in which the government has approached this entire project has been secretly and quietly to knock people off, and how has it done that? Well, it has a project which has not yet been approved through cabinet. It is not officially a project. It has not even been fully budgeted for yet, so that the protections afforded to small businesses and residents under

the acquisitions act have not been activated by that cabinet decision. Not only that, but once it goes to cabinet it must come to the parliament's Public Works Committee, of which I am a member.

That involves a public hearing at which we get to ask questions, such as: what is the alignment of the road? Whose business will be affected? Which side of the street will be bulldozed? How will people's lives be affected? What about pollution? What about congestion with the tunnels? How long will the work go on? How long will the period of disruption be? What action will you be taking to protect this or that business or to stop this business from going belly up? Those are the questions we will be able to ask in the Public Works Committee.

What the government has cleverly said is: 'Well, we won't approve it through cabinet; we won't get it to the Public Works Committee. What we will do is keep it secret, and we'll go around one by one. We'll knock on doors, tell people we want to acquire their property and we'll knock them off one by one.' Of course, the minute this project was announced, house values on Anzac Highway and South Road in the precinct of the roadworks plummeted. Go and talk to the people down there; they have properties they cannot sell and properties they cannot rent. They saw their values immediately collapse. Then they had a government official knocking on the door saying, 'Look, we will offer you this.' What they have been offered is invariably well under what the property was worth two years ago! Just talk to them. They are here in the gallery, and if any Labor members of parliament would like to meet them afterwards I am sure that they would be more than happy to explain some of the dodgy deals that have been done. The government has cleverly worked out that it can go around and argy-bargy with people and get their properties off them without it having to be approved by cabinet or having to go through the Public Works Committee—and that is what they are doing.

We know that the minister has been a fiscal galah on this subject. He said that this project was going to cost, I think, $65 million but it is already well over $100 million and heading north. And who does he want to pay for it? He wants the small businesses and homeowners along the South Road/Anzac Highway intersection to pay. He wants them to pay; he wants to get their properties off them at under market value, he wants to close those businesses, shuffle people out of the way and avoid paying for relocation costs because, of course, these pre-market deals are not protected by the acquisitions act—it has not been cabinet approved, remember? They are commercial negotiations between the government—the big guy—and the small business people and homeowners—the little guys.

I honestly used to think that the Labor Party stood up for the little guy, but you will not find too many people over there today—look how empty the benches are—standing up for the little guy. Where is the local member? Nowhere to be seen. Where are the champions of the little guys in the Labor Party today? They are nowhere to be seen. Of course, it was all different when they were in opposition but now, as far as they are concerned, the little guys are obstacles to be pushed aside. Well, we will not have that.

Have a look at the web site. There is nothing on it by way of information. When a public meeting was held on 20 July down at the Folk Centre to discuss this very issue were any Labor members of parliament there? There were none.

Members interjecting:

The SPEAKER: Order!

Mr HAMILTON-SMITH: There were no Labor members at the public meeting attended by, I think, almost 130 people, coming and going. A flood of letters followed that meeting that said, 'I'm sorry I couldn't make the meeting but could you put me on the mailing list and keep me informed.' Well, the residents have become organised and have organised an excellent action group that encompasses the entire suite of works from Anzac Highway/South Road through to Port Road and Grange Road, including Bakewell Bridge residents. They are getting organised because—in case the local members do not know—they have a quite smart group of people living and working down there along South Road. It sounds like they are a bit out of touch, but if they went and knocked on doors they would find some pretty hard-working business people and some pretty decent people residing alongside these roadworks. If the government had come to the public meeting they would have heard concerns about equity and fairness, concerns about essential community services, and concerns about business goodwill and business disruption.

My motion says the government should go and talk to these small businesses and, if they can prove that during the construction of these works their business has been fatally wounded and put out of business, then consider, on a one-off basis, some financial compensation for those businesses. They have spent years building up their goodwill. My motion does not spread the problem out to the whole state; it simply looks at the businesses in the precinct of the roadworks at Anzac Highway and South Road. Later this morning, in about one hour's time, I will move another motion which will talk about Port Road and Grange Road, and I will go into more detail there. This motion asks whether the government cannot just look at this local precinct and consider some financial compensation.

I know that the government will say, 'What about the rest of the state? If we do this at Anzac Highway, everybody will want compensation.' That is not necessarily the case. We can deal with that with the bill I introduced into the house yesterday. To agree to this motion simply commits the government to helping out the people on the intersection of South Road and Anzac Highway. It is as simple as that. It is a major project. It does not then commit you to forking out millions of dollars when there are roadworks elsewhere.

I know that when I last raised this issue in parliament two years ago, when Portrush Road was being upgraded and the Silver Earth Trading Company was put into receivership by the government and the Robin Hood Hotel was in trouble, it was dismissed out of hand by the government. What I now say is: have a second go at it. You have gone out there and said that we will build these tunnels, then you want to go on and build a northern expressway. The people out there are worried, too. You have botched it from start to finish. You have blown your figures. You have messed up the plan. You have done everything behind closed doors. You have a minister who could not run a Sunday school picnic and, as a consequence, it is a mess. Now he has his foot soldiers out there (whom he blames for everything—he blames his public servants for everything) arguing people's property prices down and refusing to talk to small businesses.

I simply say to the government: have a careful look at my motion and at the one that will follow in about an hour (hopefully, it will be sooner) about Port Road and Grange Road. I look forward to the contribution this morning from the minister, from the local member (the member for Ashford), and possibly from the member for West Torrens.

I am sure that their constituents also await that contribution. The government simply needs to listen to people. It simply needs to have a heart for the little people. Small business people make this state work. It is fine to spout the rhetoric, but let us see the reality.

Time expired.

Mr PENGILLY (Finniss): I support the motion moved by the member for Waite. This drama has been going on for quite a considerable time, and I have spoken on it a couple of times in this place. I am bitterly disappointed that the local members—those who are supposed to represent these areas—are not here today. Instead, once again we have vacant benches opposite with a paltry few members sitting there.

Members interjecting:

Mr PENGILLY: I am sorry; I apologise. It is worth noting that small business in South Australia has a minus 9 per cent confidence rating in the current state government. Is it any wonder when this sort of debacle is going on in the state and the figures never add up? You need to go back a few years and recall the MATS plan, when land down South Road was purchased by the Dunstan government. In due course, that land was sold by the Bannon government, and now here we are going round in circles and having to re-purchase it.

Constituents of members on the other side of the chamber have contacted me over this issue, and I have spoken about it here before. All they want is decent and honest compensation for their property. They want to be able to go about their lives in a normal way. These are their homes and their businesses that they have lived in and built up over many years. In my view, they are not getting just reward, and I think that is absolutely disgraceful. The minister has taken his eye off the ball on this issue and, once again, these people have been forced to come in—take time away from their homes and their businesses—and perform on the steps of Parliament House this morning. I think that it is inexcusable.

As the member for Waite mentioned, this government is awash with money. Let us talk about the GST revenue coming in from petrol and fuel, the 38¢ put on by the federal government in fuel excise. We do not hear anything about the amount of money that is rolling in from the GST to the state government, yet it cannot find money to pay people for their homes and their businesses and compensate them fairly for what has taken place on South Road, Anzac Highway and further down the road in relation to the underpass.

No-one makes any apology for not upgrading the roads, which is desperately needed, and I would be the first to admit that. We would like to see some sort of concrete plan come in, and we would like to see appropriate plans come before the Public Works Committee so that they can be discussed. We would like to see fair compensation and recompense to the business owners and homeowners on that road. It is high time that the government took notice of these people and treated them fairly. It is high time that the people were recognised for being decent and honest citizens of South Australia who are performing to the best of their ability yet getting screwed by the current government.

The Hon. M.J. ATKINSON (Attorney-General): The current provisions for compensation for compulsory acquisition were most recently revisited by the parliament during a Liberal government, of which the member for Waite was a member. The current provisions on compulsory acquisition provide for fair market value to be paid to land-holders and, if the land-holders do not believe they are being paid fair market value, the matter goes to court. Those provisions were put in place by the man who is proposing this bill. He was a member of the government that revisited the Compulsory Acquisition Act.

Mr Hamilton-Smith: When? What year?

The Hon. M.J. ATKINSON: Do you not recall what you do? Perhaps you are so little in this chamber, you spend so little time here, that you do not realise that when you were a member of the Liberal government we revisited the question of compulsory acquisition. You had an opportunity if you wanted change, but when you were in government you did not do it. I make this prediction now: that, should the member for Waite become a minister in a Liberal government, we will hear no more of this proposition whatsoever. It will disappear. Let me make that prediction. This bill is a stunt and a fraud on the land-holders along South Road. It is just done to promote the member for Waite's campaign for leadership of the parliamentary Liberal Party.

Mr HAMILTON-SMITH: On a point of order, the minister is debating a private member's bill I introduced yesterday, dealing with the acquisitions act. This is a motion, and I would ask you to bring the minister back to the motion.

The SPEAKER: Order! I think the comments of the Attorney are still relevant to the motion, but it is a motion that we are debating. I had just taken it that the Attorney had inadvertently referred to the motion as a bill.

The Hon. M.J. ATKINSON: I am sorry, sir: I shall refer to it as a motion henceforth. It is not even a sincere effort to change the law of the state: it is a motion that has no legislative effect whatsoever. The member for Waite knows that if the motion is passed it will not make a blind bit of difference. It is a piece of rhetoric that opposition parties indulge in at the most despairing and low point of opposition. In fact, they forget so quickly all the lessons of government.

Members interjecting:

The SPEAKER: Order!

The Hon. M.J. ATKINSON: I have outlined to the house the process that we go through if a government compulsorily acquires land. It is a process that we went through with the widening—

Mr Hamilton-Smith interjecting:

The Hon. M.J. ATKINSON: Not yet. We went through this with the widening of Portrush Road in the eastern suburbs—and who was a member of the government: the member for Waite. Did he do anything about it: no. In fact, he was content to rely on the existing law. The only thing that has changed is that when Portrush Road widening was going ahead the member for Waite was on this side of the house. Now what has changed is that he is on that side of the house. This motion is autobiographical: it is all about Marty! It is not about the people whom he has brought here today without telling them the truth.

My job as a minister and as a local member for the Croydon, Ridleyton, Renown Park, Croydon Park, West Hindmarsh and Hindmarsh area is to ensure that the existing procedures work well to give fair compensation to land-holders who are on South Road or who abut South Road. I have spent many hours in the homes of people living along South Road, explaining what is happening, what the process will be, and I have written representations on their behalf.

Mr HAMILTON-SMITH: Point of order as to relevance: the motion is about small businesses. The member is talking about land acquisitions under the Land Acquisition Act. The motion deals with small businesses.

The SPEAKER: Order! There is no point of order. The Attorney has the call.

The Hon. M.J. ATKINSON: Working through the acquisition of property for a major highway upgrade is not a question of stunts or press releases or protests; it is about hours and hours of work to make sure that the acquiring authority is aware of all the relevant facts about the value of a property and that the relinquishing holder of that property obtains a fair return upon the sale of the property. The devil is in the detail. I will be working on that on behalf of my constituents when the member for Waite has moved on to another stunt.

Mr VENNING (Schubert): I have had a fair bit to do with this type of activity over my years in this place. At the outset I want to say that this whole thing should and would have been avoided because, back in the seventies, we actually did the MATS plan. I think that this is a gross waste of taxpayers' money. I can certainly feel for the people who are going to have to put up with the inconvenience of all this. The government's record is appalling when it comes to things like this. These people are running legitimate, respectable and worthwhile businesses. Government comes along and says to these people—

The Hon. M.J. Atkinson: Who says they're not?

Mr VENNING: I am not saying you are questioning that. That is what they are doing. Government comes along and says, 'Because of roadworks we are going to inconvenience you, and this is the market price of the inconvenience.' I do not believe that is at all satisfactory. We are imposing on these people something, and these people are going to pay a larger price than all the rest of us because of what the government is doing there.

The Hon. M.J. Atkinson: Are you in favour of the South Road upgrade? Are you going to stop it?

Mr VENNING: I was in favour of the original MATS plan. We should have had it there 20 years ago.

The Hon. M.J. Atkinson: That was 35 years ago.

Mr VENNING: Anyway, in some instances here, and you have ruled about compulsory acquisitions—and that is what will have to happen in some of these cases. There will be some compulsory acquisitions.

The Hon. M.J. Atkinson: Are you against compulsory acquisition?

Mr VENNING: I am not against them, but I will give you chapter and verse how I have been involved with this process. I have a family in the Barossa who went through the same process with the upgrade of the Sturt Highway. Do you know how long ago that was? It was 10 years. When were they paid? They have not been paid yet—after 10 years—and you call this compulsory acquisition fair. This family had a beautiful farm there and it got sliced up. Okay, we were in government during the period for four years, and we were making progress, but in the last four years nothing has happened. It has been an absolute disgrace. This is the first time I have mentioned it publicly. It is the Wendt family in Greenock. It is a disgrace. It was compulsorily acquired for the highway 10 years ago.

The Hon. M.J. Atkinson: You are telling the parliament that it has been sold, that it has been transferred.

Mr VENNING: It has been transferred. The Wendts no longer farm it, put it that way. In relation to this incident—

The Hon. M.J. Atkinson: So you are saying it has been transferred and no money has been paid? Is that what you are telling the house?

Mr VENNING: I am not going to get down to the detail.

The Hon. M.J. Atkinson: Because you have to tell the truth in the house.

Mr VENNING: The truth of the matter is that the Wendt family has, for 10 years, been arguing and for 10 years they have had no satisfaction in relation to what their claim was in relation to the compulsory acquisition.

The Hon. M.J. Atkinson: But has the property been transferred? Is the property now owned by the government?

Mr VENNING: I do not know that fine detail. The Attorney-General can be as pedantic as he likes. My constituents have not had access to the land. That is all I know and that is all one needs to know. Enough of the red herrings. These people are entitled because they happen to live where they do and they are running a business. The Attorney-General would know that running a business in an environment like this involves a great deal of public exposure and a great deal of goodwill that they have with their clients, but the government steps in now and says, 'Bad luck, we'll assess what the market value is and that's all you're going to get, if anything.' That is not right. These people are paying a huge price.

The Hon. M.J. Atkinson: How would you calculate it?

Mr VENNING: I would calculate it on an individual basis. Everyone needs to be treated individually. To come in with a rubber stamp and say, 'This is what it is' is not right. Each one has a different need and a different type of situation, whether it is a business or where people live.

The Hon. M.J. Atkinson: Tell us what the principle is.

Mr VENNING: The Attorney-General is being pedantic. He is embarrassed because he has been caught out. The principle is that these people are entitled to a fair go, Attorney-General. I have been in this place 16 years and this smells again of big government shoving it down these people's throats and saying that this is how it is and that they have no rights. I certainly support these people and support the motion moved by the member for Waite.

The Hon. M.J. Atkinson: What did you do about Portrush Road when you were in government?

Mr Hamilton-Smith: You did Portrush Road, you galah—you did it.

Mr VENNING: Portrush Road has been brought in. It goes from bad to worse. That was an initiative of your government.

The Hon. M.J. ATKINSON: On a point of order, sir, the member for Waite referred to me a as a galah. I ask him to withdraw it.

The ACTING SPEAKER (Mr Koutsantonis): I do not believe the word 'galah' is unparliamentary.

The Hon. M.J. ATKINSON: I refer to Erskine May, sir. If you consult the Clerk, the precedents in Erskine May are invariable: any reference to a member as an animal is unparliamentary and must be withdrawn.

The ACTING SPEAKER: I have consulted with the Clerk and I ask the honourable member—

Mr Venning interjecting:

The ACTING SPEAKER: I ask the member for Schubert, given his 16 years in this place and his excellent behaviour over that time, to do the gentlemanly thing and withdraw the remark.

Mr VENNING: In deference to the animal—

The ACTING SPEAKER: I ask you to withdraw.

Mr VENNING: I am happy to withdraw, sir.

Mr HAMILTON-SMITH: I would not want anyone thinking the Attorney was a galah, so I am happy to withdraw the remark.

Mr VENNING: This is a serious matter. The Attorney-General needs to understand who he is and the position he represents. To take umbrage at what just happened is a nonsense and a waste of our time in this place. I heard the interjection and just ignored it. It is part of the banter in this place. The Attorney-General is far too touchy: he is happy to dish out the interjections, but not happy to take the comeback.

The ACTING SPEAKER: Order!

Mr VENNING: I support the motion capably moved by the member for Waite. Further, I support those people who, by action of this government, will be inconvenienced. If they have any grievance they should have a proper channel in which to air that grievance and to have it independently assessed as a financial burden to the state. It is not fair for the government to say that this is how it is. We have worked out a fair market value and that is it. It is bigger than that and more important than that. These people are being unfairly treated, and I am happy to sit on an independent committee to assess these people's concerns and treat them as individuals who are aggrieved and a very important part of our community. I certainly support the motion.

The Hon. S.W. KEY (Ashford): As the member for Ashford I am really concerned about this motion, because for quite some time now the constituents of Ashford have been working through a number of proposals. First, there was an issue for the people of Ashford about which side of the road was to be widened. There were a number of meetings, both individual and group, held by myself. The member for West Torrens has also assisted constituents in trying to make sure that residents and commercial businesses were assured that there would be an orderly process. That was going on for quite some months before the decision was made as to which side of the road would be particularly affected in the electorate of Ashford. Many of the residents have been there for quite some time. They had chosen their place of residence very carefully, and were quite upset that, after a number of years in some cases, they would potentially need to move. Those individual concerns have been worked through with the department, but also in my electorate office.

After the decision was made, another issue was raised, I think quite rightly, by the residents of Ashford, in that there was a particular concern for the people right on South Road. Their concerns and issues and financial reimbursement needed to be looked at on a one-by-one basis. I was given assurance by the minister's office that that would be the case, that each case would be dealt with on an individual basis, because everybody has different circumstances that need to be worked through, and that there would be major assistance given in all of those instances. That was the reassurance that I received, and we have worked through, as I said, the problems of each person who is right on South Road.

There have also been some negotiations, as I understand it, for some of the businesses to make sure that they are not totally disadvantaged by having to shift their business or their practice. The group that identified itself a few months ago was the group that then would be on South Road after it had been widened. We had a Saturday morning street meeting to see what the people who lived in the streets next to South Road, which would then become right on South Road, wanted to do with regard to their situation, because they would have gone from having a buffer of a block between them and South Road.

At present, other than the fairly heavy traffic that goes down those streets, it is a very nice quiet, residential area despite its proximity to South Road and Anzac Highway at the other end. This very responsible group of residents has formed an action group so that each person can take up their own issues with the Department of Transport, with the assistance of the Ashford electorate office if they choose, or the general issues that affect more than one person in that particular group can be taken up with the department en bloc. The group, which I think is very nicely called SNAG—South Road Neighbourhood Action Group—was formed some weeks ago, and we have an executive that has direct access to all of the important movers and shakers in the Department of Transport.

We intend to have another public meeting when we have an answer for the many issues that we raised with the Department of Transport representatives (I think probably about a month ago) at a meeting that we had between the executive of SNAG and the Department of Transport. If necessary, as the member for Ashford—like the Attorney just said—if particular grievances or issues are raised by my constituents, I will gladly, as I always have, take up those and try to work through them to the satisfaction of those constituents, because I consider that to be my job.

I must say that I am annoyed, at the very least, that the member for Waite is making a whole lot of claims which, certainly, in the case of Ashford, I do not believe are appropriate. I say this because I have a lot of faith in the residents and constituents of Ashford. I know that, from different campaigns we have had in the past on pretty difficult issues, we have the capacity in Ashford to try and sort through these issues and get the best possible outcome. It is not always the outcome that we want but, having had the opportunity of being in opposition and working with the then Liberal government and now with the Rann Labor government, we know that you do not always get exactly what you want, but you certainly do not get anything by not trying.

It is my view that it is important in this particular instance to work through these issues. It is a very difficult issue, particularly for the people on South Road and those who are one block back from South Road, and also those on the Anzac Highway part of the project. In my view, there needs to be two avenues: an individual one, where people's views, grievances and issues are taken into account; and a general one. This is why I am very impressed that the constituents of Ashford have decided to do this in an orderly way and set up the SNAG Group. I have every confidence in those people to make sure that we get the best possible outcomes not only on an individual level but also on a general level for the constituents of Ashford.

Dr McFETRIDGE (Morphett): What is not in doubt is that we need an improved north-south transport corridor for Adelaide. Something else that is not in doubt is that properties will need to be acquired and businesses will be disrupted. The most important thing in this whole process is that it is done in a fair and equitable manner. I am assured by the member for Ashford, the one member on the other side for whom I have a lot of regard, that negotiations are still under way.

However, it is like most real estate negotiations (and I do have experience in that area), what you see, what you get and what you think your property is worth are a long way apart,

and more will be said on that issue in this place at a later time. However, I will give a little analogy of what you think your property is worth and what you actually get. A mate of mine who owned a second-hand car parts business was asked by the taxation office what his stock was worth. He said, 'Well, as scrap metal, $100; as car parts, probably $50 000.' I use that analogy, because what those businesses on South Road are worth if South Road was not going to be altered at this time would be vastly different from once the message is out there that the upgrade is going ahead. While people say, 'Well, we're going to look at what they would have been worth before that announcement was made,' that is still there. I am not so sure that anyone doing the valuation will be able to give a valuation that will compensate those businesses accurately.

Unfortunately, the Labor Party does not have a good record in relation to transport plans. The Labor Party came to the 2002 election without any transport policy. We had the draft transport plan, which was scrapped, and then we had the Infrastructure Plan and a few other bits and pieces tacked on. I remember quite clearly being down at Sports SA before the election and discussing with the Minister for Recreation, Sport and Racing, Michael Wright, the need for sports facilities and infrastructure, and it was over $100 million. The same day, the Premier had come out with a quick draw announcement of 'No underpass at Sturt Road-South Road'. It just goes to show that this planning is not well thought out.

The main issue, though, is the intersection of Anzac Highway and South Road. As members would know, I had a veterinary practice for over 20 years—and, by the way, can I just say that galahs are very intelligent creatures and should not be maligned in this place by being compared with some politicians! Located at 119 Anzac Highway, just one business back from the intersection of South Road and Anzac Highway, is an after-hours veterinary emergency centre which is used by many vets in the metropolitan area to provide a very valuable after-hours emergency service. They use it so that they can get a good night's sleep so that they can serve their practice the next day, because running 24/7 is no fun. While vets want their patients to have the best treatment, it is necessary for them to get some sleep so they can do that.

Referring patients to the after-hours veterinary emergency centre at 119 Anzac Highway, Kurralta Park is something we have been able to do and can still do at the moment. I cannot speak for the shareholders of that business, and they are all veterinarians. However, having spoken to some of them, I am alarmed that that business will be shut for up to two years as a result of this development. So, where will those animals needing treatment after hours, on weekends and public holidays go? Vets will have to go back to running seven days a week. I need to raise this issue here in this place. As the member for Ashford has said, due consideration will be given to all the consequences of this decision.

What we need to do in this case is ensure that the pet owners of Adelaide are not disadvantaged by this. As I said before, there is no doubt that we need to do something about a north-south corridor. What will happen to a business that is disrupted for so long? Will it be able to continue after this improvement has occurred? How many businesses will be shut down because of this, and how many in the broader area will be severely disadvantaged?

I know the member for Waite also has a private member's motion to allow for compensation where roadworks disrupt businesses. The After Hours Veterinary Emergency Centre is a business that will be severely disrupted. It will have wider ramifications, and I trust the member for Ashford in what she said in this place today. In fact, she should still be on the front bench; it is a disgrace that she is not. The member for Ashford has said that there will be discussions, there will be consideration and reassurances will be given that people will be treated fairly. So far we have not seen that. Let us hope that that is what will happen in the future, particularly with the After Hours Veterinary Emergency Centre, which is an issue which will affect the whole of the metropolitan area.

The Hon. G.M. GUNN (Stuart): One of the most important things that a person acquires in their lifetime is real property. Whenever they are confronted by the government, its agencies or instrumentalities they are at a grave disadvantage, and it does not matter which side of politics is in government. During my time in this place I have seen some disgraceful things done by governments. I refer to what happened on Burbridge Road, where a person had their property compulsorily acquired by the government of the day for the most dubious and disgraceful reasons. It is all on the record in this house. If one looks at the Land Acquisition Act, there are a number of features of that act that I think are unfair. During the time of the previous government, I had a little bit to do with trying to improve that act.

The Hon. M.J. Atkinson: And did you?

The Hon. G.M. GUNN: We made a slight improvement, yes. Yes, we did. In fact, much to the annoyance of the then attorney-general, I was put on a committee along with the now Chief Justice and the Hon. Mr Lawson—one or two fine members of the legal profession. I was the only simple farmer on the committee, but I took a very firm view that I would not agree and would stymie the whole thing because we were discussing giving the government of the day power to acquire native title. I said, 'If you are going to do that, I want some protection put in there for the ordinary John Citizen when he is confronted by the government or its agencies.' We made a slight improvement; not as much as I wanted, but there was some improvement.

I have had experience on behalf of constituents that, if the government of the day wishes to acquire your property, it has unlimited resources and legal representations, which puts you at a grave disadvantage. If you read section 24 of the Land Acquisition Act, it provides:

> If at the expiration of three months after the publication in the *Gazette* of the notice of acquisition, the Authority has failed to obtain agreement upon entry into possession of the subject land, it may apply to the Court for—
>
> (a) an order that any person be ejected from the subject land; and
>
> (b) such further orders as may be just in the circumstances,

To eject someone from their home after three months, in a democracy, is deplorable. I agree that, from time to time, if the public interest has to be put first then we have to do a number of things. We must ensure that the person is adequately compensated. We must take into consideration relocation costs and disturbance. A person who has been removed from their home or business has obviously had an expectation that they will live in that particular property, occupy it, for as long as they desire. That is their right. I have feelings about this matter because many years ago, before I came into this house, I was—

The Hon. M.J. Atkinson: Gee, that was a long time ago.

Mr Pederick: You have a good memory.

The Hon. G.M. GUNN: I have a good memory, and I think I have a reasonable track record for sticking up for people.

The Hon. M.J. Atkinson: This will be pre-1970?

The Hon. G.M. GUNN: That's right; about 1969. I was servicing a tractor on my farm—

The Hon. M.J. Atkinson: You were a very young man.

The Hon. G.M. GUNN: Yes, I was, and I had a lot of responsibility in looking after my family. I was servicing a tractor when a car drove up the driveway and pulled up, and a character I had never seen got out and said that he was from the Highways Department. I said, 'Well, pleased to see you. What can I do to help you?'

The Hon. M.J. Atkinson: You didn't really mean it. You don't like officials.

The Hon. G.M. GUNN: At that stage I had had little to do with them. At that stage in my life I had not had a lot to do with these people.

The Hon. M.J. Atkinson: You've never said that again.

The Hon. G.M. GUNN: I had had little to do with them. I have had a lot to do with them since. This character said to me, 'We want to put a quarry on your farm so we can fix up the roads.' I said, 'There's no problem about that.' He said to me, 'If you argue, we'll compulsorily acquire it.' I told him what he could do. I then went home and rang up the late Dick Geddes MLC—

The Hon. M.J. Atkinson: That official has a lot to answer for.

The Hon. G.M. GUNN: He has, and I have never forgotten it—because he had the indecency to come up and speak to me a few years ago, and he wondered why he got a pretty cold reception. I was fortunate enough to know the Hon. Mr Geddes, who represented that part of South Australia in the upper house, and I had a discussion with him. I think the official in question received some counselling in relation—

The Hon. M.J. Atkinson: With you, Gunnie, the non-parole period is always at least 25 years.

The Hon. G.M. GUNN: Can I say to the Attorney-General that I have never wavered in my conviction to stick up for the ordinary citizen, and this motion is about treating people fairly. In a democracy, that should be the hallmark of any decision making: treat people fairly.

The Hon. M.J. Atkinson: And that is why we will.

The Hon. G.M. GUNN: Well, you are certainly behind the eight ball at the present time, and you have a long way to go. The unfortunate thing about some of these things is that bureaucracy and petty officialdom do not always equate with commonsense or fairness. That is the great problem. If a government comes along and says to any citizen, 'We are going to take half your house, or your business,' for a start, those people will be upset and agitated. That is what will happen. There is a way of handling those people, and that is to treat them fairly and make sure that they understand their rights. It is no good saying, 'We have the power to do it.'

The Hon. M.J. Atkinson: No. It has to be according to law.

The Hon. G.M. GUNN: Yes, but the laws are drawn up by governments, and governments from time to time think they will be there forever and a day and that they are always right, and we know they are not.

The Hon. M.J. Atkinson: No government has had a majority in the upper house since 1970.

The Hon. G.M. GUNN: That has nothing to do with it. The fact is that governments have unlimited power over people because they have the financial resources. They have the facilities of the crown law department.

The Hon. M.J. Atkinson: A very fine department.

The Hon. G.M. GUNN: I am not saying it is not. But they have the resources to go to court to argue the case. The average citizen does not have those resources. They will be put at great financial risk if they challenge it. They do not have the cash. The government can keep the process going in the courts; that is the problem. That is why these dreadful on-the-spot fines are so unfair and unreasonable. You take away people's rights, then someone says, 'Well, go to court.' Blind Freddy knows—

The Hon. M.J. Atkinson: So, you would abolish them?

The Hon. G.M. GUNN: I think there has to be a process to have a very close look at them, because the same thing will happen here as happened in England, where they had to take some steps back because of the arbitrary nature of it. People were being affected and it became a political issue, and the current Blair government changed it. It lessened the penalties, because the situation was getting completely out of control. Members should read the UK newspapers in this library. The Premier and I, fortunately, were able to maintain that service so people that are properly aware of what is taking place.

The Hon. M.J. Atkinson: We all need to read the London *Times*.

The Hon. G.M. GUNN: We certainly do. Not on a computer but in a hard copy.

The ACTING SPEAKER (Mr Koutsantonis): Order! Do not be distracted.

The Hon. G.M. GUNN: I am very happy to come back to the topic, because this is a fundamental issue. It is important that the average citizen is protected, and they need to be treated fairly. That is what the motion does. It brings to the attention of those people who are attempting to negotiate this particular proposal that they have to be aware that this is a very emotional issue. It is terribly important to people who are affected, and this parliament has a responsibility to treat them fairly, no matter what the law says. I remember when Dean Brown was a minister in the Tonkin government and he insisted that compulsory acquisition should be the last resort of government.

The Hon. M.J. Atkinson: We accept that.

The Hon. G.M. GUNN: So that is what should happen, because you should attempt to reasonably negotiate it. So, I say to the house this is a proper matter for us to debate.

Time expired.

Mrs GERAGHTY (Torrens): I move:

That the debate be adjourned.

The ACTING SPEAKER: I will put that.

Mr HAMILTON-SMITH: You have called it, have you not, Mr Speaker?

The ACTING SPEAKER: You are well within your rights—

Mr HAMILTON-SMITH: I was quite happy to vote on it. We oppose the adjournment. Let us vote on it and get it out of the way.

Members interjecting:

The ACTING SPEAKER: Order! The member for Waite, are you calling for a division?

Mr HAMILTON-SMITH: Yes.

The ACTING SPEAKER: Thank you. Why did you not just say that at the beginning?

The house divided on the motion:

AYES (29)

Atkinson, M. J.	Bedford, F. E.
Bignell, L. W. K.	Caica, P.
Ciccarello, V.	Conlon, P. F.
Foley, K. O.	Fox, C. C.
Geraghty, R. K. (teller)	Hanna, K.
Hill, J. D.	Kenyon, T. R.
Key, S. W.	Koutsantonis, T.
Lomax-Smith, J. D.	Maywald, K. A.
McEwen, R. J.	O'Brien, M. F.
Piccolo, T.	Portolesi, G.
Rankine, J. M.	Rann, M. D.
Rau, J. R.	Simmons, L. A.
Stevens, L.	Such, R. B.
Weatherill, J. W.	White, P. L.
Wright, M. J.	

NOES (13)

Chapman, V. A.	Goldsworthy, M. R.
Griffiths, S. P.	Gunn, G. M.
Hamilton-Smith, M. (teller)	McFetridge, D.
Pederick, A. S.	Penfold, E. M.
Pengilly, M.	Pisoni, D. G.
Redmond, I. M.	Venning, I. H.
Williams, M. R.	

PAIR(S)

Breuer, L. R.	Evans, I. F.
Thompson, M. G.	Kerin, R. G.

Majority of 16 for the ayes.

Motion thus carried.

VOLUNTARY EUTHANASIA

Dr McFETRIDGE (Morphett): I seek leave to make a personal explanation.

Leave granted.

Dr McFETRIDGE: Yesterday in the other place the Hon. Sandra Kanck spoke about the issue of voluntary euthanasia. She is reported as having given information on how to carry out forms of suicide. In her speech she mentioned some drugs that are available from veterinary practices. She said:

> If you have a friend who is a vet you might have an opening to get hold of some of this.

I put on the record that I have been asked for drugs for people to commit suicide and I have had drugs that could certainly have done that, but I have never ever supplied drugs to people who have wanted to commit suicide; and, to the best of my knowledge, no colleague of mine in South Australia has done that either.

LOCAL GOVERNMENT

The Hon. R.B. SUCH (Fisher): I move:

> That this house calls on the state government, in partnership with the Local Government Association, to commission an independent review to:
>
> (a) consider the desirability or otherwise of changing the number of metropolitan councils and their configuration; and
>
> (b) make recommendations as to how councils can be more efficient and effective in the delivery of services both as individual councils and through cooperative endeavours.

I am passionate about trying to improve the way in which councils relate to their communities. I make it clear for the umpteenth time that I am not anti-council. I used to be on the Mitcham council, and I have great regard for the many members who serve on councils; the elected members who get paid a pittance as compensation for the hours and effort they put in.

Local government is a creation of this parliament—it exists as a result of laws passed in this parliament. That is not to denigrate the role of local government but, simply, to point out that I believe we have a responsibility to ensure the local government system we have is the very best. Some people say, 'Why pick on local government?' I am not picking on local government and I would say to anyone that I am more than happy for a thorough review of our whole federal system, because I think it is long overdue for not just a makeover but major surgery. Fundamentally, I would like to see a review of the whole federal system, along with a review of the role of state government in that system and, likewise, a review of the role of local government within the state system, including how local government is expected to provide services—particularly, in regard to infrastructure—yet, it does not have access to the finances to do it. I am somewhat sympathetic to the notion that local government should have access to a percentage of GST revenue, and it is an issue I have raised with the Treasurer and he, for various reasons, is not keen on that suggestion.

The motion focuses on the metropolitan area, because I think it is silly and unwise to suggest that in country areas council configurations—the number of councils and so on—should be considered in the same way as in the metropolitan area. I think they are basically chalk and cheese, although I am aware that in the South-East there is considerable agitation in relation to Grant council and Mount Gambier council. Putting that aside, the focus in this motion is on the metropolitan area. The first question is this: do we really need 18 councils in the metropolitan area? We have a population of a little over one million people—less than Brisbane—and they have one council. I am not saying that we should have one: I am saying that I do not know what the ideal number should be. It could be one, it could be three or five, or it could be to keep the status quo. I want to see a genuine attempt—a genuine and independent review—to have a look at the number of councils and whether we have the number and their configuration right. That is the first part.

The President of the Local Government Association, Mayor John Rich, indicated in a letter to me dated 31 July that, in his view, when the LGA undertook what is commonly called the Cossey report, it looked at this issue. I do not believe that was the principal focus of that investigation and, therefore, I do not believe the job has been done to the level it should be. So, that is the first point.

Some people will argue that, if you go for larger councils, you move away from them being local. I do not accept that argument. I think you can have small councils which are not local, because it all depends on how the council relates to its ratepayers and residents. I believe that the Brisbane council relates very well to its ratepayers and residents, and it runs a massive organisation which operates the transport system, planning and all sorts of services. It has paid councillors, and that is another issue that I think should also be looked at in time, because I think we have reached a point where the days of being involved in a council as a well-intentioned, well-meaning, committed, part-time councillor are probably coming to an end. I am told by councillors who are serving currently that some of the meetings in some of the councils go beyond midnight and, essentially, it is now becoming an activity which is not going to be engaged in by people who have a full-time job because they are going to get to work the next day fairly tired. Increasingly, you will get councils

comprising of people who have retired, or who are part-time employees, who can spend many nights of the week engaged in debate and discussion at the council often beyond midnight.

I think one of the aspects that also needs to be looked at is whether we have reached a point where we should be starting to consider the possibility of having paid councillors, as is the case in Brisbane. The net cost of that would be, in my view, less than what we currently pay in the way of allowances and so on to the more than 200 councillors in the Adelaide metropolitan area. I would add one rider to that: whatever change occurs in councils—and it is somewhat tangential to my motion—I do not believe political parties should be involved in local government at all. We know it happens—particularly in New South Wales, explicitly in Victoria, and in some ways here more covertly—but I think it is to the detriment of local government when explicit political party activity is involved. But that is tangential to the main thrust of this motion.

In terms of councils cooperating, I wrote to *The Advertiser* in response to what I thought was a cheeky letter from a councillor at Burnside who was chiding me for raising this issue of the number of councils, cooperation and so on. In my reply I described the current collaboration between councils as minute, and Mayor John Rich in the letter that I referred to earlier said he was disappointed that I described current levels of collaboration as minute. His point is somewhat valid because what he responded to in the letter suggests that council is cooperating in a range of areas. I will clarify that in a moment, because I think the point I am making is still valid, although to describe the cooperation as minute might be somewhat unfair.

In his letter to me he points out some of the cooperative endeavours of council that currently exist, and I will just mention the activities: borrowing and investment, superannuation, workers compensation, public liability professional indemnity cover, risk management, asset insurance, electricity, election materials, common call-centre contracts, community waste water management schemes, audits, education and training services, research and development, library materials and internet access, industrial relations and human resources, web site content management and on-line services, and then he talks about the particular entities under the LGA umbrella that do those things.

That is fine; that is collaboration. However, the point I want to make is that where there is not enough adequate cooperation or collaboration—as an alternative, if you like, to councils amalgamating—is in respect of things such as computing. We know that one western suburbs council has a computer system that cost $5 million. It does not share it with anyone else, and I do not believe that there are many councils that share computing resources. As far as I know, I am not aware of councils sharing payroll services or sharing ranger services. There is some cooperation between some councils in respect of waste management. However, even in respect of things like bins and so on, there is no standard approach. There is a group of councils which do collectively tender for vehicles and fuel, but in my understanding most of them do not.

So I think what Mayor Rich is highlighting in respect of things like superannuation is a category of activity which is different to what I am particularly focusing on, which is a range of services which could be better shared and thus help reduce the cost of council operations, and indeed ultimately keep pressure off rates to some extent. Within the metropolitan area we have 18 councils and 18 CEOs, and I am not saying that they do not work hard, but their collective salaries exceed $3 million a year. Then you have other senior staff and the cost of maintaining separate works depots, council offices and council chambers, and in many cases they are often only a few kilometres apart.

Some councils provide library services, some do not, and we have different approaches to building and planning law interpretation. Legislation has been changed recently, but there are still variations: parking laws, speed zones, tree management and so the list goes on. There is a compelling case, first, to look at whether we need 18 councils in the metropolitan area. Maybe we do; maybe we could do with four or five in the metropolitan area. At the moment, the population of South Australia sustains the City of Adelaide in one way or another, yet most people in South Australia have no real say in the running of the Adelaide City Council. We have what I think is an anomaly: whether you live in the greater metropolitan area (outside Adelaide City Council boundaries) or the country, you have no say in the running of the Adelaide City Council, which exists because of the wider population in this state.

In any configuration and in any examination of the number of councils you would want to look at whether or not there is a way to integrate better the operations of the City of Adelaide within a wider metropolitan council framework. I think that is particularly important because Adelaide City Council, as we know, covers an area which represents our capital city, and it is vital that the whole of the state has a say in the running of that council and the decisions normally made by council covering an area such as that. I do not come at this from a viewpoint of hostility to councils. Overall, our councils are delivering a reasonable quality of service. At times, I am critical of them because I do not think that some of them are as switched on regarding modern ecological practices as they could or should be. I believe that some are. The City of Playford and some councils are particularly well committed to modern ecological standards and understandings, but some still have a way to go.

The reason for this motion is that it is seeking an independent review: it must be genuinely independent, not simply done in house by the LGA—and that is no disrespect to the LGA. If it is to have any acceptability as a study, it has to be done properly and independently. The last attempt at seeking to bring councils in the metropolitan area together was deliberately undermined by some councils procrastinating—and it has been admitted by people involved in some of those councils that they deliberately did not want to cooperate, amalgamate or work with any other council. I believe that the time has come when the state government, in association with the LGA, must look at this issue. The LGA and the councils will never initiate this because, within the council environment, they do not want to rock the boat.

That is natural; that is human—and it would apply to state government and federal government as well—however, it is important that the state government takes leadership on this issue. We have a Minister for Local Government Relations; I think we should really have a Minister for Local Government. It is inappropriate to have simply a minister whose job appears to be to act as a public relations agent for councils. I do not believe that should be the role of a minister and I do not believe that should be what this parliament accepts. I commend this motion to the house and ask members to consider it and certainly for the government and the LGA to adopt it.

Mr RAU (Enfield): It is very good for us to have a discussion from time to time about local government. Although I do not necessarily agree with every word that the member for Fisher has been saying about this—

The Hon. R.B. Such interjecting:

Mr RAU: There were very few that I did not agree with, I have to say. I will say a few things about this. First, I will address the question of the number of councils and the boundaries of councils. I am not one of those people who believe that big is necessarily better. The fact is that there are examples where good things come in small packages. I will not go into them because it might embarrass some of my colleagues—I might even embarrass myself! I do think there are examples where good things come in small packages, and some small councils are held in very high regard by their ratepayers.

An honourable member: Walkerville.

Mr RAU: The solution is not necessarily an amalgamation of councils: it might be a joint contracting of services. For instance, one honourable member mentioned Walkerville. I will not comment on whether or not Walkerville is good or bad, but just because Walkerville is a small council does not mean that it cannot join with Port Adelaide Enfield, the Adelaide City Council or some other larger nearby council in securing rubbish collection services or various other things. Indeed, this happens all over the place.

Mr Goldsworthy interjecting:

Mr RAU: Yes, I know. The member for Kavel is right on the money, and I do know that. The point I am trying to make is that actually adjusting boundaries may not be the real point, and to the extent that one reading this resolution might take that on board I think they might be missing the point. Secondly, efficiency in local government, as in all levels of government, is very important. I am old fashioned enough to believe that efficiency does not come in a democracy, at least, without some very important colleagues accompanying efficiency around, and those colleagues are transparency, accountability and structural integrity.

Without any of those accompanying qualities, efficiency is very unlikely to emerge. Of course, if one did not live in a democracy and one was concerned entirely with efficiency one could achieve a great deal in terms of efficiency at enormous expense to the lives of the people who lived in a particular area; but, hopefully, we are not talking about that sort of system. We are not talking about some sort of medieval feudal system operated by a baron sitting in a castle which, unfortunately, some individuals in local government seem to think it is their role to carry on as.

No, we are not talking about that at all. We are talking about a democratically-elected body being supported by an administration which does what it is told. It does not run the council by various ruses and subterfuges: it does what it is told and does it efficiently, transparently and accountably. Whilst I am very happy with the general thrust of the honourable member's proposition, when I look at the words used I find myself in a position where, from my point of view anyway, I do not think this resolution focuses on the right two points. From my point of view, the right two points are, first, that the actual boundaries of the councils are rather secondary. What matters is how the economic resources of those communities are marshalled to deliver the best results for the electors and the ratepayers. With respect to the second part of the motion, which talks about efficiency, I must say that I do not think that efficiency at local government will ever be achieved until we have transparency and accountability.

That means that when an individual such as yourself, Mr Acting Speaker, or another of your constituents who has an issue with, for example, the City of West Torrens (and I pick that only because I know that is one of your councils), they are never confronted with a stone wall. They have someone to whom they can go and the council is accountable. The council must disgorge information that it holds about that matter, and the public has an opportunity to examine whether or not the council is doing the right thing; whether it is some sort of medieval feudal system or part of a democratic tier of government.

I emphasise that I am not pointing a finger at that particular council because, I must say that, so far in my inquiries, I have not had any complaints about that council. However, I have had plenty of complaints in the last week about a number of other councils and the fact is that, across the board and for various reasons, the people of South Australia are unhappy with the way in which local government is performing its function.

Whether we like it or not, and whether local government likes it or not, there is an act of the South Australian parliament which is the guiding principle for local government. They do not stand out there alone, they are not in part 4 or part 28 or something of the federal constitution—in fact, according to the federal constitution they do not exist. We need transparency, accountability and structural reform to enable people of goodwill to have access to information about what is going on in their local area, to find out how their rates are being used and whether the administration of their local council is doing its job fairly, legally and efficiently.

I think, after a very convoluted discussion of the point, that leaves me not quite in agreement with the honourable member but with tremendous sympathy for his point of view.

Mr GOLDSWORTHY secured the adjournment of the debate.

FAIR TRADE POLICIES

The Hon. R.B. SUCH (Fisher): I seek leave to amend my proposed motion as follows:

Leave out all words after 'supports' and insert 'trade policies and practices which are equitable and do not discriminate against or unfairly disadvantage our farmers and manufacturing industries.'

Leave granted; proposed motion amended.

The Hon. R.B. SUCH: I move:

That this house supports trade policies and practices which are equitable and do not discriminate against or unfairly disadvantage our farmers and manufacturing industries.

I have amended the original motion because some members thought that, whilst not inflammatory, it was not quite the right terminology. This amended motion is, I believe, consistent with the thrust of the original one.

Members would be well aware that in our society in recent times we have experienced dramatic changes in terms of manufacturing, in particular—and I will come to the rural sector shortly. We are seeing imported goods at what often appear to be ridiculously low prices: for example, you can buy an electric drill made in China for $19 (and you will often find that you get the bits and all the other things thrown in as well). Now, there is no way in the world that an Australian manufacturing organisation could compete with that. We are finding that China, in particular (and it is just one example), is able to land products in our country at a price with which local manufacturers cannot compete, and the

consequence of that is that many workers in the manufacturing industry have lost, and are losing, their jobs. I have been saying for some time that I do not think we are far away from having a $10 000 Commodore coming in from China. For a while, the quality may not be of the same standard; however, the Chinese have already indicated that they are able to bring cars into Australia for around $10 000, but they are not necessarily at the stage at the level of a Commodore.

What is going to happen if this current practice continues is that we will have no manufacturing, which puts us at a disadvantage in terms of any international crisis or military situation. As a consequence of that, we will lose our skilled work force and be dependent on others. You can rest assured that over time what were originally cheap prices for power tools and manufactured goods will rise because we will not necessarily be in a position to challenge those increased prices.

There are members in this place who are more knowledgeable about the agriculture sector than I, but one is well aware that our farming sector (and I use that term in a general sense) is very efficient overall, although some aspects are not as efficient as others. There has been significant restructuring in the dairy industry at great cost ($1.2 billion, I think), but I am not sure that the dairy farmers have necessarily received the full benefit. However, many people have been forced out of dairying and likewise in other aspects, often epitomised by the slogan, 'Get big or get out.' Our farmers do not have the same subsidy provisions that apply in the United States or the European Union, for example. Whether we are talking about manufacturing in Australia or agricultural exports, we do not have a level playing field in relation to trade.

I am not naive enough to believe that what we say in this chamber will change the world or change policies overnight, but I believe that what we should have is an arrangement of what I would call 'reciprocal fairness'. If a country like China wants to sell products here, those products should be tested on the basis of what safety standards and pay and conditions they provide for their work force so that the manufacturing industry here is at least competing on a reasonably level playing field. That does not exist at the moment.

I will give some examples. Only two days ago, I received a document based on research conducted by the Textile, Clothing and Footwear Union of Australia (TCFUA) which states:

> Factory wages in the free trade zones of Southern China are A$96 to A$112 per month and have risen by only A$11 in the last 12 years. Workers are often pressured to work 12 hours a day 7 days a week to fill orders, overtime is paid at a lower rate than the basic salary and pay is often in arrears to stop workers changing jobs.

This is the claim made; I cannot vouch that it is 100 per cent accurate, but I have no reason to doubt it. The document compares the hourly wages for skilled weaving personnel in China, which are $1.45 compared with $14.98 in Australia. It claims that children are used in manufacturing, especially in economic zones and particularly in the manufacture of fireworks, textiles and toys. The document also talks about other situations where people are being forced to work for very low wages in conditions which are, in Australian terms, regarded as dangerous, and so it goes on.

I cannot understand why as a nation we are the bunnies that accept this and are losing so much of our manufacturing base. We have products that are household names here, such as Cyclone, Sidchrome and so on, that are now made offshore. I cannot understand why we as a nation allow this process to continue, because it is not based on fairness. It is not equitable; it is not a level playing field; and if the Chinese or anyone else on a reasonably level playing field can compete with our manufacturers, that is fine. But it is unfair to have your hands tied behind your back and expect someone here to be able to compete.

Likewise it is unreasonable to expect a farmer here selling wheat on the world market to compete if the United States is subsidising its growers, whether that be in wheat, canola or anything else. The same applies in the EU, which has a great track record—'great' in the sense of significant track record—of subsidising a lot of its agricultural produce. I think we have become anaesthetised, become conditioned to accept this unfairness and, as a result, we see more and more of our skilled people losing their jobs. Essentially, what is sustaining our economy at the moment is the quarry and, probably to a lesser extent, agriculture and aquaculture production.

If we did not have access to cheap minerals to sell to the rest of the world at the moment we would have a much lower standard of living. We are living off our heritage, in the sense that we are digging up Australia and selling it overseas, often at sometimes very low prices. That is what is easing the pain at the moment of the loss of jobs that has occurred, particularly in manufacturing but also in employment and ownership in the farm sector and generally across the board. That is the rationale for this motion. Many people, in talking about fair trade, focus on aspects of developed countries taking advantage of developing nations, and that is another important issue, including things such as whether we pay a fair price for coffee, cocoa and so on.

I do not for a moment support practices that exploit anyone, whether they are in developing countries or in developed countries. It is primarily a federal issue, but our state minister and Premier can obviously argue the case at COAG and elsewhere. We need to be acting to ensure that, whether someone is in the farm sector or the manufacturing sector, whether they are a proprietor or a worker, they are not being sold out, not having the rug pulled from under their feet as a result of very unfair practices that are occurring not just in China, which I have used as an example, but also in other parts of the world. Clearly, there are people in Australia who benefit from the current unfair arrangements, and I challenge members to look at where a lot of products are made.

Even though they are now made in Indonesia or Fiji, for example, for a couple of dollars, they will still sell in Australia for the Australian-made price. In many respects, consumers in Australia are being ripped off because they are paying an Australian-made price for something that is made for a fraction of the cost in a country such as China, Indonesia or Fiji. That particularly applies to women's fashions, which are often made for next to nothing in China then retail in our big stores for hundreds and hundreds of dollars. There are some Australians who are doing very nicely out of the inequitability of what currently exists, so we are not going to get universal support for the reform of the system.

It is great to be able to go into a shop and pay next to nothing for a power tool but, in the long run, if we do not have a skilled fork force here, if we do not have people who can manufacture things, if we do not have a farming sector, then we are going to be the losers.

You only have to look at our dried fruit industry, which is, I think, in danger of becoming virtually extinct, because of unfair competition. I guess a lot of it also relates to the fruit juice trade. You would have to say that some of the produce coming in is being dumped here. I defy anyone to

demonstrate to me that it is being produced at a fair and reasonable price. So, what we eat now are often Turkish apricots, when Australia produces, in my view, the best dried fruit anywhere in the world. We have beautiful oranges that we should be using yet, if you look in the supermarket, you will see that a lot of the juice is coming in as concentrate, dumped from places like Brazil and elsewhere. There is no way that local producers can compete with that.

If we are silly enough to keep putting up with this, there will come a time when there is only a handful of outlets left, selling plastic boomerangs made in China to the odd tourist walking up and down North Terrace. It might be fine at the moment, while we can flog our quarried products overseas and whilst we can still sell wheat (not that it is looking promising in terms of production this year), but as long as we can camouflage the real situation by exporting minerals and some primary products I think we will continue to delude ourselves that all is well.

Sadly, what I see in South Australia in particular (but also in other states) is this unfortunate trend of acceptance of a situation in trade which is blatantly unfair and disadvantaging not only our farmers but also our manufacturing sector, and that means the people who are the owners as well as those who work in those industries. I commend the motion to the house.

Mr KENYON (Newland): I rise to support the motion, but I certainly want to make a few points regarding what the member for Fisher said. There are certainly some inherent contradictions in what he said today. At one point he said we are going to see manufacturing jobs driven down, and that may be true, because I think it is fair to say that there are some fundamental shifts going on in manufacturing. However, that is flying in the face of the facts in a way because, if you talk to industry at any time, they will say, 'We need skilled workers.' Australia is experiencing one of its lowest unemployment rates for a long time and, if you go into the area of skilled workers, it is lower still.

This is in direct contradiction to what the member for Fisher was saying, that manufacturing jobs are disappearing and surely there should be a pool of workers building up—but that is not the case. They are being absorbed. The trend that the member for Fisher was talking about has been going on for a number of years now and, over that time, unemployment rates have been dropping. So, it is a bit strange for him to be saying that we have a problem now. While I accept that a manufacturing base is important, I think it is just the nature of the manufacturing base that is changing. We are getting a certain higher technology basis in manufacturing, and that is evident in the defence industries which are slowly building up and have been given a huge boost recently, thanks to the work of the Premier and the Public Service in getting the ships contract and the relocation of an Army battalion which will, in itself, be important for the defence industry.

The member brought up mining and, even if you are looking at mining, there is growth not just in the mining jobs—which are important in themselves, because they are high paying and they are highly skilled—but there is a corollary industry emerging in mining software and things like that. If you go to Maptek at Conyngham Street, you can see its Vulcan software which is starting to become very popular throughout the industry and is being used in the mining sector. Australia exports 60 per cent of the world's mining software, and that is because we have a thriving mining industry.

It is not just quarrying: there are benefits across the whole spectrum. We are seeing significant structural change. Some manufacturing sectors have declined, but new sectors are emerging. We should not be afraid of that: it has happened ever since there have been modern economies. There are not many chimney sweeps floating around the country any more. These things change as there is an ebb and flow in the economy. We should not be screamingly worried about it. We have seen a reduction in protectionism and in corporate welfare. Since the 1970s, when Whitlam started it, there have been increasingly competitive Australian industries that have become more and more export focused. It is not to say that industries have not disappeared. In looking at recent economic growth and unemployment figures, we are doing reasonably well out of it.

Businesses are more likely to be sustainable over the long term. That creates certainty for the economy, employers and employees. It means that the government can direct its resources into community service delivery instead of propping up industry with corporate welfare. We will benefit and the government has worked at embracing the globalised free trade environment. That is where we will do our best work and achieve what we try to do.

I support fair trade, but that does not necessarily mean we will be keeping up. The whole point of the economy is that some people and some countries do things better than other countries. It is a mutual exchange of benefits—competitive advantage—which is the whole point of it. We are better at some things than others and you trade with others. To say we have to maintain our manufacturing or certain areas of farming all the time, and that that will never change, or that, until they pay the same price for manufacturing employees that we pay, then it is not fair, is not true. It is about access to markets—that is what fairness means in terms of trade.

Free trade is not an end in itself. The opening up of markets willy-nilly is not an end in itself. To say that there should be no change in various sectors of the economy or until wages are the same and until all conditions are the same for everybody all the time, I do not agree with. I am happy to support the motion and commend it to the house.

Mr RAU (Enfield): I am pleased to support the motion. The discussion about free trade is one of those discussions where, as soon as you utter the catchphrase of free trade, a whole series of assumptions, many of which are not necessarily accurate, tumble in behind it, and the opportunity to debate the thing properly is almost lost from the outset. Free trade in those terms seems to be axiomatically a good idea. It sounds very nice and positive, but free trade has certain assumptions underlying it, or at least most of the economic modelling on free trade has certain assumptions underlying it. I will touch on a couple of them which in many respects are absent. The first is the idea of a level playing field. For anybody who wishes to look at Australian agriculture—and members opposite may have more interest in this than do many of us on this side of the parliament—it is obvious that we are not operating on a level playing field.

In the United States and Europe farmers are subsidised by the taxpayers to produce products which often cannot be sold. Probably the best example of this is the absurd behaviour of the EU, where you can have a Frenchman with a farm the size of my backyard growing sugar beet and making a living out of producing sugar. I do not profess to be an expert on sugar, but the amount of sugar you get out of a given quantity of

sugar beet is a fraction of the amount you get out of the same quantity of sugar cane.

Ms Bedford: Or Coca-Cola.

Mr RAU: Or Coca-Cola, for that matter; quite right. And yet, we have farmers in Queensland and New South Wales who are growing sugar cane and who are going out of business. Why are they going out of business? The answer is partly that we have European governments which are subsidising Frenchmen with a yard the size of my backyard to grow sugar beet and to make a living out of it, which is an absolute nonsense. We also have what is euphemistically called a free trade agreement with the United States, which has had the effect of running down and closing our sugar industry. Well, so much for free trade.

Look at the honourable member for Stuart, and others, who have an interest in barley, which they have often declared to the parliament, so I am not revealing anything here. The South Australian barley producers are selling into a global market which is dominated by either large corporates or government purchasers. You have Saudi feedlotters, Japanese brewers and Chinese brewers. These people are large consumers, and they have market power as consumers. You have two choices. I can do no better than quote the honourable member for Stuart, whose words on this I take as being of great wisdom, as in many things. When it comes to agriculture, you have two choices: you organise or you subsidise.

In Australia, successive governments have decided to organise as an alternative to subsidising, because we cannot subsidise. We cannot afford to do it, and our taxpayers would not cop it. And what are we doing now? As part of the so-called free trade arrangements, which this foolish federal government has entered into with the United States and various other people in these so-called rounds, we are gradually dismantling bits and pieces of our own organisation to help us market our agricultural products overseas. In that respect, we are like the turkey that cannot wait for Christmas. It is difficult to imagine anything more stupid than that, in my opinion.

Another thing is that, of course, when you come to manufactured goods and you talk about a level playing field, a lot of people do not consider certain fundamental assumptions underpinning that; for example, non-trade barriers. I understand that a few years ago the French (again) who are experts in these things, organised a small shed to be put on the dock somewhere, from wherever it was that video recorders came into France. They had four chaps in the shed whose job it was to take the video recorder out, have a look at the plug, make sure that it worked properly, plug it into something and then put it back in the box. You could bring in as many video recorders as you liked, but they had to get past these four chaps who were making sure each one was compliant. This is what is euphemistically described as a non-tariff barrier.

These things are erected all over the place, and we do not do it, but it is happening all over the place. Is this taken into account by the advocates of free trade? I do not think so. All we get back is people criticising our agricultural producers because they do not want bananas to come here from the Philippines when, in fact, those bananas are carrying diseases which have the capacity of wiping out our entire crop, which is disease free, or apples from New Zealand that have this blight, or whatever it is—

An honourable member: Fire blight.

Mr RAU: Fire blight; thank you very much. Again—perfectly reasonable. Why do we not want pork brought in here from overseas? Why do we not want poultry brought in here from overseas? Some people confuse our quarantine laws, which are also being dismantled in the name of free trade, foolishly, as being something along the line of non-tariff barriers—they are not.

Another of the unspoken issues here is intellectual property. In Australia, if you want to produce a product, you have to comply with certain laws, which are enforceable, about intellectual property. Unfortunately, the fact is that, in China, for example, and other places around the world where they have booming manufacturing economies, intellectual property is basically only either protectable through the nature of the product itself—for example, having complex computerised key systems installed in products—or by having something so complicated that nobody can work out what is in it. Again, that is not a way of having free trade.

I am very sympathetic with the honourable member's concerns about these matters, but I do take up the point made by the member for Newland. Recently, with a number of colleagues from the parliament, I was fortunate enough to visit some of the mining areas in northern South Australia, and we must not lose some perspective on this. One of the consequences of the growth that is going on in China at the moment is that there is enormous demand for some of our products, particularly minerals, and that is involving South Australia in something of a boom in terms of opportunities for employment.

The one message we got when we travelled around the north of the state was that people cannot get enough suitable or skilled labour. This surprised me. It may well be that that labour does exist in certain areas—and I accept that—however, it is also the case that demand for labour in areas such as Roxby Downs and other places is stripping some of the people out of the Yorke Peninsula, the Eyre Peninsula and the Mid North—young lads who might otherwise have been working on the farm, shearing or doing other farming work. These lads are being sucked out of these communities; they are moving, quite reasonably, up to where the money is better, and they are getting a knock-on shortage effect in those communities, where they cannot get shearers, fruit pickers or farmhands, or people who can drive a truck.

As the member for Newland said, we have to not lose sight of the fact that this is quite a complex issue. It is not a case where one particular view applies across the board. What might be true for manufacturing may not be true for agriculture, and what might be true for mining may not be true for automotive parts, and so forth. So, it is a very complex issue, and those people who embrace this simplistic flat earth, free trade view of the universe really need to take a very good look at themselves. I would very much like to hear—perhaps not today but in due course—from the honourable member for Stuart, who I know can go into far greater detail than I can about the farming consequences of some of these absurdities. I am very happy to support the motion.

The Hon. G.M. GUNN (Stuart): I want to speak to this motion moved by the member for Fisher, because it gives one the opportunity to put on record the challenges facing agriculture in this country. One has to look at it objectively because, if we put in place unreasonable barriers from other trading countries, those barriers which exist today will be extended.

One of the challenges for a small country like Australia is competing with the treasuries of Europe and the United States. About this time last year, I had the privilege of being in the United States, and I attended the Husker Harvest field days, where they had the first public hearings on the next farm bill to be put before the Congress of the United States, and the American Secretary of State for Agriculture (former governor of Nebraska) was in attendance. Having listened to that discussion as an interested observer, I put to this house that there is absolutely no way American administrations will take steps that will disadvantage their farmers—with all the rhetoric that goes on.

It was an interesting exercise. The Secretary of State arrived at this great marquee, escorted by the American Legion, with the flags flying, and then they sang the national anthem. Then the President came up on the screen, and he gave them a pep talk on what great things farmers and ranchers have done for America and how important they are. My cynical view was, of course, how important they were to his re-election. However, we had this very interesting character. They made it very clear that they were going to stand by them. On a previous occasion when I visited I stayed with a farmer, and he got three cheques from the government in one week.

Mr Pederick: How much did you get, Gunny?

The Hon. G.M. GUNN: About what Paddy shot at. That is what we get from the government. We get red tape and bureaucracy. This parliament, and other parliaments, are experts in creating these situations. We were told that the new national resource management regime was going to be the answer. Nothing has happened. We have these committees set up around the state with a number of people attending them. They get to put levies on but I have yet to see any real tangible benefits, and I want to know what the general levy is going to be. That is when the fun is going to start: when they start dipping their hands in people's pockets again. What are the benefits?

We have bureaucrats running around making life difficult. About 18 months ago, one of my constituents up in the Riverland said to me, 'Every time I see a blue numberplate come down my driveway, I know they're not here to help me.' He absolutely got it in one. He had an inspector telling him that he should use a ladder to pick the fruit, not go up in one of those hydraulic gantries. This man was a very practical Australian and he suggested to the inspector that he was pretty good with a pair of those ear-operated secateurs. He was a man after my own heart.

Mr Goldsworthy interjecting:

The Hon. G.M. GUNN: I do not know, but I will leave it to the honourable member's judgment. These are the challenges. It is very well to criticise the international trading regimes, which I personally, as an exporter, do not like. We have to ensure that we have the policies at home which are conducive to people being able to produce at a fair and equitable price; that we do not have red tape and bureaucracy getting in our way, and that the policy is there to enhance and encourage.

The idea that any more levies or charges can be placed on people in agriculture is no longer acceptable. They cannot carry any more. One of the problems that is facing these people is that the fixed charges, the council rates and other fees, are continuing to rise. I have on the *Notice Paper* a number of disallowance motions that I will talk about later. I will give members one example. Why would any government want to charge people a tax to discharge a mortgage? Why would you have a tax of $300 to discharge a mortgage? What an outrage. What an indecent act. It has been the case for a long time but it is—

Mr Goldsworthy: A revenue-raiser.

The Hon. G.M. GUNN: Well, it is. If some poor family is at the stage of paying off their mortgage they should be congratulated, not taxed. This is the sort of nonsense, and this is where—

Mr Goldsworthy: Convince the bank manager not to register the mortgage.

The Hon. G.M. GUNN: No, you do not discharge it.

Mr Goldsworthy: You do not register it and so you do not discharge it.

The Hon. G.M. GUNN: That is right.

Mr Goldsworthy: You hold it unregistered.

The Hon. G.M. GUNN: That is right. But what a lot of nonsense. Those are the sorts of things we need to look at. These unfair trading arrangements that are in place, such as restrictions on lamb in the United States and subsidising grain sales, are quite unreasonable for the most fictitious reasons. Wanting to get rid of the single desk for wheat and barley is an absolute nonsense. It is all right for the economic theorists but when you examine it carefully and sensibly, we all know the only people who are going to miss out and be affected are the producers in Australia, and it will affect income into this country. Why would you want to do it? For the life of me I cannot understand it.

Last year, while in the United States, I visited the headquarters of ConAgra, one of the biggest trading organisations in the world. It was a huge complex with competent people. I said to one of the senior executives, 'What do you think about our single desk?' He said, 'I do not like it. You would be fools to ever get rid of it.' As a simple farmer, that was enough for me. I have a conflict of interest; I benefit from it. It is not only the member for Schubert and I (and others) who benefit, it is also the grain growers of this country and, therefore, the people, because the flow-on effects are spread across the community and create opportunities to employ people.

Our governments have to be very strong in their dealings with overseas countries when we enter into free trade agreements to make sure that we have access to the markets and that we do not have corrupted policies in place that disadvantage our producers, because we produce high quality grain. They must ensure that we are not in a situation where we allow products to be dumped in this country at the expense of our producers and the employment of our people. We have to be terribly careful in allowing some of these crops to come into this country, because there is the danger of contamination as a result of bringing in all sorts of diseases and weeds that we do not have here. Once they are here, the cost of eradicating them will be horrendous.

One of the things that was pointed out to me when I visited the United States was that people wanted to bring in second-hand farm machinery. We should not do it. The risk of contamination by weeds being brought in is just too high. I think it is important that we debate these issues. It is important that governments are aware that they need to be sympathetic towards our producers, because if they are sympathetic and develop proactive policies to help them it will benefit the whole community.

Mr VENNING (Schubert): I indicate my support for the motion and, in particular, the recent comments of the member for Stuart. It is a particularly poignant time to raise a matter

such as this, because we certainly need to be vigilant. As has been said by the member for Enfield and others, our farmers (and I declare again that I am one) are out there in the marketplace without any government assistance whatsoever. They are certainly up against it a lot of the time, particularly when other countries are trading in the international grain field with government support—that is, the Americans and the EEC. It has always been said that that situation would be modified and changed but, in the end, it is not, and all their farmers still trade with government assistance. It is ridiculous that they are often paid not to farm: it sends all the wrong messages.

Not only are our farmers out there trading (and, arguably, they are the most efficient in the world), but right now we have this extra problem of an Australia-wide drought. I have been talking about this for some time, and I believe that this is potentially the worst drought I have seen in my lifetime. I would say that, if it has not rained by the time we return in three weeks, we are in it. I believe that we will experience the worst drought in my memory, and not just here in South Australia—and there is not much of the state that is exempt from this. In today's paper it talks about pockets of South Australia: I would say that it is more like pockets that are not affected by the lack of rain in the driest summer we have ever had. When we return, unless we have received a general rain right across the state (and a little rain is forecast for this weekend), we will be in a very serious position.

I know (and I speak from personal experience) farmers who were debt free before putting in a crop this year, the approximate cost of which is about $70 a hectare. Farm debt is as great as it has ever been, and in a situation such as this it will be a lot worse than ever before. Banks, farm institutions and farm traders are carrying farmers with large debts. I despair about what will happen now, because it is a particularly bad situation.

Generally, I support the thrust of the motion of the member for Fisher. We have to be very vigilant in relation to what is happening in countries such as China (and I think he mentioned India, but that is happening next). There is a big push by countries such as this. The success is not so much the countries themselves, it is us, and our business people invest in these countries. We can see what is happening in China, and we can see it happening in India also. We are an exporter of basic product; we export wheat, barley, coal and iron, all unprocessed. We send it all over there in neat form, base form, and it is value-added over there. We have been hearing ad nauseam for the 16 years that I have been here, from all the reports that have been done, that we have to look to value adding. Of course, we cannot because of our economy's scale and the cost of doing things in this country is too high. That is very concerning. We have to watch it and we cannot just put our heads in the sand. I have heard what the member for Enfield, and others, have had to say because we, as an exporting country of these products, rely on other countries giving us free access to their markets, so we cannot in turn put imposts them.

We have been doing the right thing, and I think we in Australia can hold our heads high and be proud that we have been out in the open market and subjected ourselves to other market forces and pressures, but other countries, as soon as the heat comes on, duck for cover and their governments assist them. That has never happened here. In the old days, I can remember when we used to get fertiliser subsidies from government. All those things are gone. We are out there standing on our own two feet. All I can say is I think the time will come when we will have to choose what industries we need to have and be careful to make sure they are able to survive. The member for Fisher just talked about the industries in relation to hand tools and things. I have gone and bought a drill for $15, and it actually works.

Mrs Geraghty: Not for very long, though.

Mr VENNING: And you do not worry about it. If you cannot find it, you go and buy another one. It is pretty sad, but all of our major retail stores, Bunnings and others, have shelves full of all these products. When you can go and buy a generator for $99 and it works, how do you expect Dunlite, which has been in Australia for generations, to compete against that? I understand these things are happening, and we need to be vigilant. If we want these industries, we will have to at least recognise there is a problem and also put things in place to ensure we do need to have core businesses in Australia. As the member for Fisher said about Commodores, the new Commodore I think is now 35 per cent non-Australian. That is a pretty sad fact, but what else can they do? They have to remain viable and competitive and have no choice. It is likewise for Mitsubishi.

I support the motion in theory and certainly will be interested to see how the debate goes. I believe we have to be vigilant. At this particular time, my heart goes out, and I hope the hearts of all members of parliament, to all those farmers who are looking to the skies for rain which does not seem to fall, and I will do all I can to make sure the minister and others are aware of the problem. Whatever can be done should be done. But we have droughts in this country and are have having one now. All members in this parliament are sympathetic and, hopefully, we can get through and most of our farmers will survive.

The Hon. P.L. WHITE (Taylor): I will not delay the house for too long, but I also join members in supporting the member for Fisher's amended motion in support of trade policies and practices which are equitable and do not discriminate against, or unfairly disadvantage, our farmers and manufacturing industries. As many members would be aware, I represent an electorate a lot of which is based in the Northern Adelaide Plains. It is a horticultural area, renowned for its supply of food to Adelaide and its emerging export markets. In fact, it is centred around a lot of the activities of the Virginia Horticultural Centre, which is supported by the state government through PIRSA and other agencies, and also by the Playford City Council and federal government. A lot of work and emphasis has been put on developing policies and helping develop markets aimed at the export of our very fine produce.

The livelihoods of farmers and those industries are finely balanced. For example, we saw something that is not a unique occurrence in November last year when we had floods throughout the region, and we saw how finely balanced those businesses are. The last thing that industry in the Northern Adelaide Plains—and I talk on behalf of my own electorate—needs is policies at a federal level that actively work against our farmers. There is no doubt that government at all three levels often talks about the importance of supporting that industry. It is often undervalued as a primary contributor to our state economy, but so easily can simple policy decisions be made that negatively impact on the ability of some of those very finely balanced businesses to survive in that particular region. While we spend significant amounts of money at all three levels of government to support the industry and build those markets and to have, on the one

hand, policies that support the export of that important produce, and we also have policies to develop export in markets that have not yet been touched by our producers, it is so simply squashed by policies at a federal level that do not recognise the delicate nature and balance of those particular markets and industries.

I know members opposite have talked about weather conditions and how finely balanced some of those businesses and industries are as a consequence of weather impacts, but there is also the impact of disasters that come along and fairly subtle changes in terms of agricultural policy, either at a state or federal level, that can have a real market effect. While at all three levels of government there is some good cooperation about pulling in the same direction to create the sort of environment to allow those new emerging markets and existing markets to flourish, so easily can that be pulled asunder by not having the right policy mix in terms of our trade practices at a national level.

Mr PEDERICK secured the adjournment of the debate.

SOUTH ROAD DEVELOPMENTS

Mr HAMILTON-SMITH (Waite): I move:

That this house notes—

(a) the general community concerns relating to unfair prices being paid for compulsory land acquisitions at the respective South Road underpass sites and Bakewell Bridge work site;

(b) the general community and business alarm at the financial risks resulting from disruption and lack of consultation linked to the projects; and

(c) that a public meeting will be held on 20 July 2006 at the Folk Centre at Thebarton to air public grievances on the manner in which the government is going about the development of the South Road tunnels at the Port Road and Anzac Highway intersections, respectively, and the construction of the Bakewell Bridge.

This motion points out to the house general community concerns about unfair prices being paid in regard to the South Road developments and general community and business alarm at the financial risks flowing from the developments. It also refers to the public meeting held at the Folk Centre on 20 July.

An earlier motion dealt with the concerns of businesses on the intersection of Anzac Highway and South Road. I thank members for their contributions to that debate, but we actually strayed into this topic (the subject of this motion) in focusing on land acquisitions. The Attorney does not seem to understand the land acquisition process. I will read from a government document issued to residents who will be affected by these developments which outlines how it intends to go about acquiring properties. It mentions an 'owner approach basis'. I am happy to table the document, if need be. It states:

Because approval has not yet been given for the South Road Upgrade Project, DTEI cannot acquire land under the provisions of the Land Acquisition Act at present. However, should you wish to dispose of your property prior to commencement of normal compulsory acquisition proceedings, DTEI may still be able to purchase your property on an Owner Approach Basis.

Here is the nub of the issue. The Attorney spoke earlier about the land acquisition process. That is not the process being used; the process being used is this so-called owner approach basis: in other words, roll them over, screw them down and buy their property at a below market price before the acquisition process has been formally activated and the matter has been through cabinet and before the Public Works Committee. That is what we are talking about.

The Attorney was also of the view that the Liberals were in government when the Portrush Road development occurred. I am sorry to correct him, but that is not the case. In fact, when the Silver Earth Trading Company went into administration, a Labor government—in the last parliament, in fact—was in power. I moved a bill to stand up for those small businesses at that time. The Attorney needs to get his facts right. Small businesses will be affected by these developments.

I want to focus on the stage of the development involving Port Road and Grange Road. I hope that the members for West Torrens and Croydon will contribute to the debate, although it may not be completed today but on the next Wednesday of sitting. I congratulate my friend the member for Ashford and commend her for her contribution to the earlier motion. The point is that people are very concerned about the process. I want to read the views of some of the constituents of Labor Party members who have raised concerns. One young family spoke earlier today at the public rally on the steps of Parliament House. They said:

The way we found out about our property being acquired was when we approached someone from our neighbouring property thinking it was our new neighbours and we were informed he was from Transport SA and they had purchased the property. We asked if our property was going to be affected and he told us to ring Transport SA. We did and hence we found out.

We didn't wish to move from our property but we realised we had no choice. We started negotiations with Transport SA because we wanted to be in control of when we would shift and also if this property wasn't going to [be] ours it was time to start again elsewhere. They asked us to put forth a commercial offer which we would be happy to settle on, this we did.

They requested to have Transport SA valuer come and value the property. So we allowed them to do this. They then returned an offer far below our commercial offer both on property value and inconvenience. They said if we were not happy with this offer, which we obviously weren't, we had to get an independent valuation. We did this. We received our independent valuation, which confirmed Transport SA were trying to rip us off. Transport SA were almost 20 per cent below the market value with their offer.

We approached Transport SA with our independent valuation. They left the meeting saying they were going to view the properties used for comparison in our valuation. We thought they were going to improve on their offer in light of our independent valuation. We waited about eight weeks to hear back from Transport SA before we called them. In a conversation with—

I will not mention the name of the public servant—

he said they weren't going to pay the value on the independent valuation. Our negotiations have stopped.

They continue in their letter to me as follows:

We believe that it is Patrick Conlon's duty as transport minister to improve the dealings with property owners and the actions of his staff under him. It is by his own admission that his department lacked many of the skills needed. He attacked his own department's ability to handle major projects [*Sunday Mail* June 4]. From our dealings with them we would have to agree.

The letter goes on, and I am happy to show it to members or table it, if required. In response to the member for Ashford, I point to some correspondence I have received from her constituents and also from constituents of the members for West Torrens and Croydon. I point out to the member for Ashford that what the government is doing is not in line with what the government's backbenchers want. I refer to a letter from a constituent of the member for Ashford, which states:

On about 12 July, 2006 we received a letter from Steph Key which said in part 'Although the properties on Grosvenor Street, Forest Street and Anzac Highway will not be subjected to the compulsory acquisition'—

will not be—

'there will be issues of concern during the construction phase and ongoing issues once the work has been completed.' On reading this we assumed our property was not required.

On 13 July [the very next day] 2006 we received a letter from Transport SA stating it is necessary to acquire the whole of our land. You can imagine how we felt firstly one day being told no properties will be subjected to the compulsory acquisition and next to be told the whole of our property is required!

Just another example of the government's backbenchers not being told what the executive is doing.

I refer to another letter from a constituent in the same seat of Ashford. I am happy to show the letter to the honourable member. It states:

Steph Key came to my unit just before the election to discuss the situation with myself and a neighbour. She seemed to be in agreement with us, and left promising to have words with the minister, but since then we have heard nothing.

She goes on to describe about how she has been offered far less for her property. These were letters written in August, not before. I mean no disservice to the honourable member for whom I have great respect. I know how difficult it is working with your own community, but I also know, having been a government backbencher, what it is like when the executive is out of control. Let me say that the people living along Anzac Highway, Port Road and Grange Road are not happy with the way they are being treated.

I only have three minutes remaining and this matter will have to be continued on the next Wednesday of sitting. I could read out any one of a range of letters. I have received a letter from a constituent in Croydon, a person of Italian origin, talking about his aged Italian mother who is now going to be forced out of their home. These are all negotiations on the old 'owner approach' basis, not compulsory acquisitions. The department is browbeating people, arguing them down (as I have just read into *Hansard*) and not giving them a fair go. Once it is approved by cabinet, once it goes to the Public Works Committee and once the process is open and public, these people will have a fair go. They have certain protections under the acquisitions act. They are not being dealt with in accordance with that act and that is what they are upset about.

I draw to the attention of the house the fact that none of the local members was present at the public meeting held at the Folk Centre some weeks ago when well over 100 people came to air their grievances. I think that was regrettable. The department sent a junior person who was there to take notes but not to comment. What are we afraid of? Come along, stick up for yourselves and have your say, but talk to people and explain to them what is going on. The Bakewell Bridge development is another one. We understand that the Thebarton residents have been assured that 11 further changes will be considered to that development. They want a northern pathway. That is what they have been told during a meeting with the CEO.

This has already been through the Public Works Committee; and here we are talking about further changes. If they need to be made, make them. Please, if you need to put in more money, do it, because we will be stuck with this bridge for 100 years. Let us get it right. Similarly, as these tunnels carve down under Port Road and Grange Road, let the businesses know what the future holds for them, because this has been ignored in both this debate and the one earlier.

It is not the properties that are being acquired that are necessarily the problem. It is the businesses which are not being acquired and which face insolvency or massive business interruption that are the problem. What does the government have in store for them? The Land Acquisition Act does not deal with them. Look at my private member's bill from yesterday. I am saying that the government has an opportunity to look at these two developments on a one-off basis and deal with the concerns of the Port Road/Grange Road underpass and the Anzac Highway underpass on a one-off basis.

It does not mean that you must do it for the whole state. These are major developments, but do not extinguish these people's businesses in the interests of state development. We all know that the roads need to be built, but these people should not have their livelihoods destroyed. Their workers should not have to lose their jobs. They should not have to lose their homes, move their families and be browbeaten into accepting outcomes they do not want without being dealt with in a fair and proper way.

Get this thing approved by cabinet; get it to the Public Works Committee. Show people the true alignment of the tunnels and underpasses in both cases so that businesses can look at how their families and their livelihoods will be affected. Most importantly, I say to the government's backbench: get a grip of your executive. I know what it is like in government. You have an executive that is running roughshod over people. I say to the government: these are your constituents, not ours. They are coming to us because we are listening to them; you are not.

Debate adjourned.

[Sitting suspended from 1 to 2 p.m.]

PLAYFORD COUNCIL, PEDESTRIAN CROSSINGS

A petition signed by 774 residents of South Australia, requesting the house to lobby the Playford council to construct a pedestrian crossing at Peachey Road, Smithfield Plains, was presented by Mr Piccolo.

Petition received.

A petition signed by 767 residents of South Australia, requesting the house to lobby the Playford council to construct a pedestrian crossing at Crittenden Road, Smithfield Plains, was presented by Mr Piccolo.

Petition received.

DRUG DRIVING

The Hon. M.D. RANN (Premier): I seek leave to make a ministerial statement.

Leave granted.

The Hon. M.D. RANN: I am announcing today that the government has decided to include pure ecstasy, or MDMA, in South Australia's important drug-driving detection trial. On 1 July we proceeded with a 12-month trial of random roadside drug testing. As passed by all parties in parliament last year, it targets THC, the main ingredient in cannabis, and methylamphetamines, the common ingredient of street grade ecstasy. This government made the tough decision to target people who take drugs and then get behind the wheel, and we were only the third jurisdiction in Australia and amongst the first countries in the world to put these laws into place. Just register that for a moment—one of the first places in the world to introduce random drug testing, something that members opposite did not have the guts to do when they were in parliament.

We are serious about reducing the carnage on our roads. In South Australia's Strategic Plan we have set the target of reducing road fatalities and serious injuries by 40 per cent by 2010, and the impact of drugs on that toll is clear. Last year one quarter of the number of drivers killed on South Australian roads were found to be affected by THC or methylamphetamines—a more than compelling reason to introduce this trial and a more than compelling reason to target those particular drugs.

So far the trial, run by SAPOL, has proven successful. Drivers detected doing the wrong thing are penalised. As of last Friday 25 August, 1 208 drivers had been tested, with 25 returning positive results; 17 samples are still to be analysed by forensic science but, of the eight confirmed results, five recorded positive for methylamphetamines, one recorded positive for THC, and two recorded positive for both methylamphetamine and THC. No samples identified MDMA in its pure form.

Clearly, the detection of MDMA, or pure ecstasy, on its own is extremely rare. Last year it was found in the system of one driver killed on our roads. As members know, a big percentage of drivers killed on our roads are actually found to have drugs in their blood but only one driver killed on our roads last year had MDMA in their system. However, the government now feels that it is prudent to make its intent quite clear: we will not excuse drug driving.

People driving under the influence of pure ecstasy will face the same penalties as those who test positive for THC or methylamphetamines. Drivers found with drugs in their system face an expiation fee of $300 and the loss of three demerit points, with subsequent offences incurring increased penalties. For drivers refusing to take a drug test, a court-imposed penalty of between $500 and $900 for a first offence, along with at least six months' disqualification and the loss of six demerit points, will apply.

A trial of this nature needs to be measured and carefully implemented, always with the view that it will be refined and modified as needed. SAPOL supports this change to the drug-driving detection trials, and changes to the regulations to add MDMA to the list of proscribed drugs will be made as soon as possible.

We are committed to reducing our road toll. We are committed to ensuring that our message gets through to road users to stop and think before risking their own safety and the safety of others. Ecstasy is inappropriately referred to as a party drug. For those who make the disgraceful decision to drive while under its influence, the party is over.

VOLUNTARY EUTHANASIA

The Hon. M.D. RANN (Premier): I seek leave to make a ministerial statement.

Leave granted.

The Hon. M.D. RANN: Yesterday in the Legislative Council, one of the worst abuses of parliamentary privilege I have ever seen in my nearly 21 years in parliament occurred when the Australian Democrat, the Hon. Sandra Kanck, outlined details to the world, apparently, about how anyone, should they wish to do so, could commit suicide. The abhorrence of her speech to the Legislative Council was both distressing and unforgivable. I am not attacking her as a person; I am attacking her actions in the Legislative Council yesterday.

This is an MP who, despite strong advice from experts, appears to be playing politics with the lives of everyone in this community at risk of suicide. This is an MP who apparently has no ethical problem with exploiting the vulnerable to place herself in the public spotlight. This is an MP who is apparently not seriously seeking to gather support for her euthanasia bill, because, if that is what she hoped to achieve, any chance she may have had of gaining majority support for her legislation in my view disappeared yesterday afternoon.

The parliamentary privilege afforded to every elected member of these two houses of parliament is exactly that—it is a privilege. It is not to be used as a vehicle to promote something so grotesque that it has the capacity to lead people to take their own life. Look at the evidence. The highly respected *American Journal of Psychiatry* conducted a study about a book published some years ago that recommended various methods of suicide for those with a terminal medical illness, including one outlined by Sandra Kanck in parliament yesterday.

The authors sought to determine whether the number of suicides involving these methods increased in the United States in the year the book was published compared with the previous year. I am told that the authors published an article that one method outlined in the book had increased by 31 per cent following publication. In the case of another method of suicide, its use had increased by 5 per cent following the release of the book. The authors, I understand, found no change in the number of suicides involving other methods of suicide not mentioned in the book during the same test period.

The commonwealth Department of Health and Ageing in Australia also concludes that there is research evidence to suggest that the way suicide is reported has the potential to influence rates of suicide in the community. It says that some people who are already vulnerable could be at risk when exposed to certain types of reporting, particularly if the method of self-harm is described in detail or the act of suicide is presented as a viable option. It also points out that in some cases the reporting of suicide has been linked to increased rates of actual suicide. It cites a major 1995 study of coverage in Australian newspapers, and it found that rates of male suicide increased following reports of suicide, with actual male suicides peaking on the third day after the story appeared.

Suicide is a continuing problem in our community. More people commit suicide in South Australia than actually die on our roads. Media organisations now have in their codes of practice policies about reporting on suicide, and the Australian Press Council has also issued a statement about dealing with this issue in an ethical and sensitive manner. I am informed that the Australian Press Council believes that the media are already aware of the desirability of avoiding any reporting which might encourage copycat suicide or self-harm and unnecessary reference to details of method or place of suicide. I am pleased to say that the vast majority of responsible media outlets in this country do not report suicides because they are aware of the impact it has on people at risk.

Yesterday, our state's chief psychiatrist and Director of Mental Health, Dr John Brayley, was so concerned about the possible effects that Sandra Kanck's speech would have when reported that he actually called her to counsel her against what she was about to do. I am informed that, according to notes taken by Dr Brayley of his phone call with Sandra Kanck yesterday, he actually advised her that she should not describe the means of committing suicide, because removing

access to suicidal means was one way to prevent suicide. He told her that telling people there are means of suicide available that they had not thought of was a problem. Dr Brayley then offered to meet with Sandra Kanck to talk through the issue. I am told that she told him she did not have time and that she would be going ahead with her speech.

I am also told that Sandra Kanck said to him, in effect, that if anyone copied the suicide methods detailed by her speech, which she did not believe would happen, she would be prepared to eat humble pie. In other words, Sandra Kanck was prepared to ignore the professional advice of our chief psychiatrist to make a political point in support of her legislation. Indeed, she later told the media:

> If you show me that I have caused that, then I will certainly have egg on my face and will have to eat humble pie.

She is talking about suicides. This demonstrates a shameful lack of responsibility, because if just one person follows the methods she outlined in the parliament yesterday, she will have a death on her conscience: nothing more and nothing less. Today in the Legislative Council the Leader of Government Business, the Hon. Paul Holloway, will be putting a motion before the house to ask that the suicide methods outlined by Ms Kanck are not posted on the parliamentary web site and thus onto the worldwide web. In doing so, the government hopes to minimise any damage caused by Sandra Kanck's most irresponsible actions. It was not only shameless: it was shameful.

PAPER TABLED

The following paper was laid on the table:

By the Attorney-General (Hon. M.J. Atkinson)—

> Legal Practitioners Guarantee Fund, Claims—Report, 2004-05.

ECONOMIC AND FINANCE COMMITTEE

Mr KOUTSANTONIS (West Torrens): I bring up the 60th report of the committee, being the annual report 2005-06.

Report received and ordered to be published.

PUBLIC WORKS COMMITTEE

Ms CICCARELLO (Norwood): I bring up the 243rd report of the committed, entitled 'Afton House Redevelopment'.

Report received and ordered to be published.

Ms CICCARELLO: I bring up the 244th report of the committee, entitled 'Northgate Stage 3 Land Development Joint Venture'.

Report received and ordered to be published.

NATURAL RESOURCES COMMITTEE

Mr RAU (Enfield): I bring up the seventh report of the Natural Resources Committee, being the annual report 2005-06.

Report received and ordered to be published.

VISITORS TO PARLIAMENT

The SPEAKER: Before I call on questions, I welcome to the chamber today students from the Anangu Tertiary Education Program. They are from Murputja, Indulkana and Mimili. I welcome them into the chamber this afternoon.

QUESTION TIME

HOSPITALS, FLINDERS MEDICAL CENTRE

Ms CHAPMAN (Deputy Leader of the Opposition): Will the Minister for Health inform the house how many days during August was the Flinders Medical Centre operating under Code Black, which is triggered when the emergency department is chronically overloaded and no more patients can be catered for?

The Hon. J.D. HILL (Minister for Health): From memory (and I will have this checked for the member), the special provisions at Flinders were triggered on one occasion during the month of August. There may have been a second occasion, but I am aware of only one occasion, which was an extraordinarily busy period. As members would know, the winter period we have just been through—and fortunately we are now in the last day of the formal winter period—has seen a lot of pressure placed on our hospitals. Fortunately, because of the provisioning by the government of the winter strategy, which meant extra beds and extra nurses, we have been able to handle it.

On one occasion Flinders Medical Centre was under a lot of pressure. They had a huge number of patients requiring assistance at the hospital and they put in extra support systems. The emergency provisions that the member has dramatically described as Code Black were put in place, and they worked. The hospital, in cooperation with the other hospitals, was able to manage the workload. I thank the member for asking the question because it does give me an opportunity to congratulate the hardworking doctors, nurses and other health workers in our hospital system who have dealt with the extreme pressures of this system. It does show a system under pressure, but it shows a system that has worked and coped very well.

Fortunately, we are coming to the end of the winter period. Pressure during winter, of course, was mostly due to the cold weather and the effect that has had on elderly people, particularly on their respiration. We have not had a real outbreak of flu. There have been some signs of flu, but it really has not spread across the community in the way it has in previous years. The one concern I have is that we may yet have that flu season coming upon us, and I sincerely hope the front bench on the other side is not spreading it in this chamber. If it does come on, we will maintain the resources in the system to ensure that people are looked after.

Ms CHAPMAN: I have a supplementary question. Given that the minister has announced that there have been extra nurses employed under the winter strategy, can he now tell us how many nurses have actually been put on?

The Hon. J.D. HILL: I am more than happy to answer the question for the member. In fact, I am advised that in the month of July, for example, 171 extra nurses were employed in metropolitan public hospitals, compared to the average number of nurses employed during the first five months of 2006. Additional nurses, of course, have been taken on since then. I have to say a number of nurses were asked to work longer hours. Many of our nurses work part time and they have the capacity to take on extra hours. So, the way we have managed the extra beds is by employing new nurses, taking

on agency nurses and employing existing nurses over a longer time. That is exactly what I said at the time when I announced the winter strategy, and I have repeated it ad nauseam, but the Deputy Leader of the Opposition keeps peddling the line that there are no extra nurses in the system.

MATURE AGED EMPLOYMENT

Mrs GERAGHTY (Torrens): My question is to the Minister for Employment, Training and Further Education. What is the government doing to assist industry sectors to retain the services of mature-aged workers?

The Hon. P. CAICA (Minister for Employment, Training and Further Education): I think I will just focus on a response instead of what I might be able to say about the maturity of some people in this chamber. This is an outstanding program, and the house would be aware that industry need for more skilled workers has accompanied the prosperity that South Australia is currently experiencing, and will continue to experience. Combined with an ageing work force, that has meant, now more than ever before, that it is essential for industry to retain the services of mature-aged workers.

Mr Koutsantonis: Like us.

The Hon. P. CAICA: Like us; not you, Tom. I am pleased, therefore, to inform the house that a group of South Australian industry skills boards have joined together in a major South Australia Works Workforce Development Fund project that is focused on the upskilling and retention of mature-aged workers. The state government, through the South Australia Works Workforce Development Fund, has provided $256 000 towards the mature-aged project. These state funds will be matched by an equal contribution from industry for a total project budget of $512 000.

Transport and Distribution Training SA, the Business Services Industry Skills Board and the Electrical Electrotechnology Energy and Water Training Board are the three industry skills boards that will jointly manage the mature-aged project. These skills boards have identified that the median age of workers within the transport and electro industries is between 45 and 55 years. Too many of these workers in the latter part of their careers seek to change their roles due to the physical challenges they encounter in their work. The increasingly long hours impact, as do the complex work environments. However, alternative roles are few in number and, consequently, workers leave the industry permanently. Many will have developed unique technical skills during their careers, and the loss of their skills and technical expertise creates a vacuum for employers.

Older workers are a critical link in the support of less experienced workers within industries. It is essential that mature workers are available to pass on their experience, skills and knowledge to the younger generation, just as the honourable member for Stuart has done on numerous occasions. The mature-aged project recognises this and, therefore, the importance of assisting mature-aged workers to remain employed in the current industry in a new and challenging role is critical. The project will develop and implement a skills recognition tool that identifies the existing and transferable expertise of mature-aged workers in order for them to be upskilled as industry trainers or workplace mentors. As well, the project will develop and trial techniques in the peer mentoring of younger workers by mature-aged employees. The project will identify and upskill 40 mature-aged candidates from the transport and electro industries, and it will use a national training package to accredit them as trainers.

The project will also encourage allied enterprises to engage mature-aged employees who have been upskilled or retained through the project. The 12 month mature-aged project will ultimately be adapted across other industry sectors, thus enabling mature-aged workers to gain skills recognition, to mentor younger employees, and to contribute to the number of qualified mature-aged trainers within South Australian industries. The initiative is an excellent example of the South Australian government working collaboratively with private industry and local communities to meet industry work force needs.

HOSPITALS, FINANCIAL REPORTS

Ms CHAPMAN (Deputy Leader of the Opposition): My question is to the Minister for Health. Why will the government not release the financial reports for each of the metropolitan hospitals, as requested under freedom of information? Prior to the regional restructure in 2005, individual annual reports detailing the financial performance of each of our hospitals were provided to parliament. On 16 June this year, I requested, under freedom of information, financial reports for all metropolitan hospitals, including the Royal Adelaide Hospital, the Queen Elizabeth Hospital, Lyell McEwin, Modbury Hospital and Flinders Medical Centre. A letter from the new Chief Executive for Health, Dr Tony Sherbon, dated 30 August, confirms that financial reports for the individual hospitals do exist. However, he refused the FOI request, saying the following:

> Financial reports as per your request are now only provided at the regional level and are available in the region's annual reports.

The Hon. J.D. HILL (Minister for Health): What a devastating question! There are so many different ways you could approach the answer to this. Why doesn't the government interfere with the FOI process, I took to be the main part of the question. The reason is that it is an FOI process, not a governmental process. I was not actually aware that the member had requested that information. I may have been told but I cannot recall it. I do not determine whether that information is provided: it is determined by appropriate FOI officers. Why was it not provided? The answer was provided to the deputy leader in the letter, and I refer her to the letter that Dr Sherbon provided to her.

NURSES

Ms PORTOLESI (Hartley): My question is to the Minister for Health. How many extra nurses has the government employed in the public health system?

Members interjecting:

The SPEAKER: Order!

The Hon. J.D. HILL (Minister for Health): I thank the member for Hartley for her excellent question. The timing is impeccable, as always, in the case of the member for Hartley. The number 1 349, I hope, will stick forever in the brains of the members opposite because that was the figure that we campaigned on during the last election in terms of the number of extra nurses that this government had taken on in the period up to the end of June 2005—an extra 1 349 nurses in our system. Since that time, I am pleased to say—

Mr Williams interjecting:

The Hon. J.D. HILL: I would say to the member for MacKillop that if he has any questions I would be happy to

take them from him in order. Between the middle of last year and the middle of this year we have employed another 487 nurses. That is equivalent, in full-time equivalent terms, to 347 nurses. That brings the figure to 1 836 extra nurses employed in South Australian public hospitals by this government since we have been in office. That equates to 1 222 full-time equivalents and brings it to, in total, 12 940 nurses who are employed in the public health system of South Australia: 9 554 full-time equivalent nurses in the system. I would like to pay tribute to all of those nurses for the fantastic job that they do. The reason we are able to employ more nurses is that we have a great set of working conditions for those nurses—employment contracts and arrangements, which they consider to be terrific.

I have to correct the record in relation to this because, once again, the Deputy Leader of the Opposition confused the issue in the public arena. On 10 August 2006, the Deputy Leader of the Opposition said that South Australia had only 1 434 registered nurses and that we were below the national average. Fortunately for our health system, the figure she was referring to was the 2003 nursing census which showed that we had 1 434 nurses employed for every 100 000 people of population, not 1 434 in total. In fact, the number of employed registered nurses in South Australia is 16 703. The figures show that South Australia, per capita, has more nurses than any other state and more registered nurses than any mainland state. As my colleagues say, how could one politician get it so wrong?

ELECTIVE SURGERY

Ms CHAPMAN (Deputy Leader of the Opposition): My question is again to the Minister for Health. Why hasn't the *Elective Surgery Bulletin* for the 2006 June quarter been released publicly, and will the minister immediately release it? The June quarter 2006 *Elective Surgery Bulletin*, detailing elective surgery waiting times in South Australia's hospitals, has still not been released on the department's web site. Usually the bulletin is released within six weeks of its being compiled. The commonwealth 'State of our Public Hospitals June 2000 Report' showed South Australia as having the longest waiting lists of all states for elective surgery.

The Hon. J.D. HILL (Minister for Health): Elective waiting times is an issue that is always a political one in our system. I am not aware why the bulletin has not been put up. It is put up on a basis not involving my say-so. I will find out for the member. I certainly have not stopped it being put up.

I can tell the house, in relation to elective surgery, that in 2006-07 extra funding has been put into providing elective surgery. Some improvement in meeting national elective surgery wait performance times was achieved in 2005-06. The number of people waiting longer than two years for surgery decreased by 15 per cent; the number of overdue waiting longer than 90 days (semi-urgent) decreased by 26.4 per cent; and the number of overdue (urgent) patients waiting longer than 30 days increased by 30 per cent. So, there have been overall improvements.

The system that we have in South Australia, of course, is one where we have to deal with the emergency end of the hospital system and the elective end. We try to balance the apportionment of resources to make sure we have improvements in both those. I will get a reply for the member about where that report is, but I can tell her it will be released and she will be able to have her field day, as she does. She loves bad news and she will get her opportunities in due course if there is anything in it.

SCHOOLS, MULTICULTURALISM

Mr KOUTSANTONIS (West Torrens): My question without notice is to the Minister for Education and Children's Services. What is the state government doing to help promote awareness of our multicultural communities in South Australian schools?

The Hon. J.D. LOMAX-SMITH (Minister for Education and Children's Services): I thank the member for his question. I know the member for West Torrens has a keen interest in multicultural education and, indeed, supports the many festivals that make our state the Festival State. Of course, many of them are mainstream events such as WOMAD, the Festival of Arts and the Fringe. They have strong multicultural elements. But, in particular, we have a whole range of other events and festivals which really promote our range of cultural activities and promote particular ethnic communities.

I mention now that the multicultural communities across the state will benefit in 14 cases from funds from a Schools in Community Festival grants program. This program celebrates and supports schools being involved in cultural and festival activities and allows them to have both educational and fun activities to promote particular ethnic areas. The children in this program have particular opportunities outside their own cultural group to be involved in the rich cultural life of South Australia, with cultural workers going into 200 schools to provide a range of activities and workshops to prepare them for the festivals. These communities involve the Japanese, Vietnamese, Chinese, Cornish, Irish, Italian, African, Greek, Arabic-speaking, Indian and, of course, indigenous communities.

The Multicultural Education Committee, some members of which are in the gallery, administers this program on my behalf and works in tandem in many ways with the Ethnic Schools Board, which also involves groups from similar communities. Many communities have volunteers who support the ethnic schools in this multicultural program by going into school communities and developing language skills. I also pay tribute to the many ethnic schools, which promote 47 languages across 8 000 students in our community.

Next month we will celebrate the achievements of our ethnic schools during a graduation registration ceremony organised by the Ethnic Schools Board, and also we will have the Ethnic Schools Children's Day celebrated in October. I commend this range of organisations and point out how important they are, not only for multicultural communities and migrant groups but also for the broad community, which knows that all our children are involved in many of these activities; and that, in a way, supports our mainstream festivals as well.

HOSPITALS, REGIONAL

Mrs PENFOLD (Flinders): My question is to the Minister for Health. Can the minister advise the house of the length of the waiting list for joint operations in South Australia's regional hospitals, and indicate what action he is taking to reduce these waiting lists? A Port Lincoln constituent who is on painkillers and in urgent need of knee replacement and hip replacement has been advised that he will have

to wait two years for his knee replacement at Whyalla Hospital, followed by an unknown wait for a hip replacement. The patient was told by Whyalla Hospital that only 52 joint operations are budgeted for each year and there are 450 patients on the waiting list.

The Hon. J.D. HILL (Minister for Health): I thank the member for the question. It gives me the opportunity to say a number of things. First, just as a brief answer to the previous question by the deputy leader: I am advised that the elective surgery bulletin is still being prepared. It has not reached my office. She made a comment that it takes six weeks usually. I am told that the March bulletin was published in July, so I would expect a similar kind of distance between the time.

Ms Chapman interjecting:

The Hon. J.D. HILL: Well, if you knew that was the case, you misled the house when you said it was six weeks. The second point is in relation to waiting lists, and particularly waiting lists in rural South Australia. I point out to the house, and particularly the member for Flinders, that at the moment in South Australia we have a whole range of country hospitals that are run by individual country boards which make decisions about a whole range of things in terms of the way those hospitals operate. I think it is a bit rich for her to come in here and ask me a question about the operation of country health, which I am trying to reform so that we have an integrated system that means we can put more money into operations and health, and less money into bureaucracy. The opposition—the deputy leader—are going all over the countryside bagging what I am trying to do, and yet they have the gall to come in here and ask me why that system is not working. It is not working well. We want to improve it to get better health outcomes for country South Australians. All you want to do is defend a bureaucracy based on our country health.

Members interjecting:

The SPEAKER: Order!

ARTS SPONSORSHIP

Ms FOX (Bright): My question is to the Premier. What is the government doing to promote sponsorship of the arts by small to medium-sized businesses in South Australia?

The Hon. M.D. RANN (Premier): I thank the honourable member not only for her question but also for her great interest in both arts and education. I am very pleased to be able to report that on 17 August I launched the Premier's Arts Partnership Fund to encourage small to medium-sized businesses to invest in small arts organisations. The one million dollar fund is a partnership between the state government, the Australian Business Arts Foundation, which is headed by Rick Allert, the chair of Coles Myer, and also Harris Scarfe. This superb three-way partnership, the first of its kind in Australia, reinforces South Australia's long-held reputation for innovation and leadership in the arts.

Over five years both the state government and Harris Scarfe will each contribute $250 000 to enable another $500 000 to be invested in the arts by small to medium-sized businesses Sponsorship of a South Australian arts group, or individual arts, to the value up to $10 000 a year, will be matched dollar for dollar by the fund. This means, for example, that if a business sponsors its local amateur theatre group to the tune of $10 000 the fund will provide the same amount again to the group. An amount of $1 000 or $2 000 in sponsorship might not sound that much, but when it is doubled by a fund with a matching grant it can make a huge difference to the quality and scope of a small arts organisation. In this way the fund brings together small to medium-sized businesses and the arts community in a way that promises to provide tangible benefits for both sectors.

The fund will help to make our local arts scene more buoyant, lively and creative by encouraging investment in the makers of art, and it will help small businesses with their marketing, networking and community reputations. So everyone benefits from this arrangement. Already we are seeing results. The Urban Myth Theatre of Youth, which used to be known as the Unley Youth Theatre, is benefiting through its partnership with Designer Direct, and the Shorts Film Festival through its new partnership with the Prairie Hotel at Parachilna. For me it is really important that South Australians understand the vital role played by our small arts companies. Smaller groups can be the real seedbeds of creativity and participation in this state, providing valuable experience for young and emerging artists. They are often the source of our most artistically innovative and varying works and they underpin the success of many of our mid-level arts events such as the Fringe, the Adelaide Cabaret Festival, the Feast Program and the South Australian Living Artists Festival.

SPECIAL JUSTICES

Mrs REDMOND (Heysen): My question is to the Attorney-General. On what basis did the Attorney-General assert, in a letter to special justices, that the Liberal Party, and myself in particular, opposed the appointment of special justices? It has come to my attention that the Attorney-General has written to newly appointed special justices to congratulate them on their appointment. In the letter the Attorney-General says:

> Although the Liberal opposition, and, in particular, its spokesman on legal matters, lawyer Mrs Isobel Redmond, opposes your appointment. . .

This is patently untrue. The Liberal Party supported the legislation and I made no comment on it.

Members interjecting:

The SPEAKER: Order!

The Hon. M.J. ATKINSON (Attorney-General): The member for Heysen, in this chamber, expressed her view as a lawyer that she believed that laymen in our courts—that is, justices of the peace—were more trouble than they were worth, and that it was her experience as a lawyer that convinced her that the previous Liberal government was right to get rid of justices of the peace from our Magistrates Courts in the metropolitan area.

Members interjecting:

The SPEAKER: Order!

The Hon. M.J. ATKINSON: We changed the law. We are proud of it and we stand by it.

WAVE HILL WALKOUT

Ms BEDFORD (Florey): My question is the Minister for Aboriginal Affairs and Reconciliation. What is the significance—

Members interjecting:

The SPEAKER: I warn the member for MacKillop and I warn the Attorney. The member for Florey has the call.

Ms BEDFORD: What is the significance of the Wave Hill walkout to Aboriginal people in South Australia?

The Hon. J.W. WEATHERILL (Minister for Aboriginal Affairs and Reconciliation): I thank the honourable member for her question and acknowledge her long-term commitment to issues arising out of Aboriginal affairs. The Wave Hill walkout occurred on 23 August 1966—just over 40 years ago. It was the day when the Gurindji people and others from the communities of Kalkaringi and Daguragu walked off the property owned by Lord Vestey, demanding that they receive a fair day's pay for a fair day's work. The term 'land rights' did not actually exist at the time, but this was a strike that ignited the land rights movement around Australia and, in the words of Billy Bunter Jampijinpa, 'It was the day we walked out of the darkness and into the light.'

This simple act of stopping work and walking off a cattle station may not sound like much today—especially given what we have heard more recently in some of the debates—but if one casts one's mind back to 1966 Australia had not yet passed the referendum—

The Hon. J.M. Rankine: Were you born then?

The Hon. J.W. WEATHERILL: Yes; I was alive but I was not particularly cognisant of these matters. However, we had not yet passed the referendum allowing Aboriginal people to be counted in the census. We need to realise that these communities were 800 kilometres south of Darwin, and Lord Vestey was also a property owner of some considerable means. There had been complaints from indigenous employees about conditions at Wave Hill over many years—indeed, as early as the 1930s government reports critical of Vestey's employment practices were well known. However, the idea that a group of Aboriginal people, under these circumstances, might stop work or, indeed, make any demands, let alone the demand that they be given their land back, had previously been unheard of. It shows their enormous courage and the lengths to which they felt they had to go. I believe it also demonstrates just how far they were pushed.

Recently we have seen public commentators suggest that things were better for Aboriginal people in the good old days and we have also heard talk about a return to new paternalism, but we need to remember what those good old days were really like. That same man, Billy Bunter Jampijinpa, one of the few Aboriginal stockmen alive today who was actually involved in the walkout, said this about those times:

> We were treated like dogs—we were lucky to get paid the 50 quid a month we were due and we lived in humpies. You had to crawl in and out on your knees, there was no running water, the food was bad—just flour, tea, sugar and bits of beef like the head or feet of a bullock.

I was fortunate enough to visit Daguragu on the 40th anniversary, and the overwhelming feeling you get from this small community is enormous pride in their history. They all understood that Vincent Lingiari was their leader. They all understood, remembered and were aware of that famous photograph in which Vincent Lingiari had sand poured through his hands, and they all knew that they were descended from an extraordinarily important man.

I think that probably the most moving element of the whole ceremony was when we heard what Vincent Lingiari had said after he was handed back this land. You have to remember that this man had been on strike for seven years and had been treated in this fashion. The words he used when he was told that this great injustice had been resolved were, 'We can all be mates now.' That spirit of reconciliation from somebody who had been treated so badly I think is really an enormous inspiration to all of us who are committed to achieving reconciliation with Aboriginal people in this land.

SPECIAL JUSTICES

Mrs REDMOND (Heysen): My question is again to the Attorney-General. In relation to the Attorney-General's letter to the newly appointed special magistrates, will he now apologise to the Liberal opposition and to me and write to the special justices apologising for having completely misrepresented the true situation as to my position, and that of the Liberal opposition, on their appointment?

The Hon. M.J. ATKINSON (Attorney-General): The house knows, and anyone who has been here for any length of time knows, that the previous Liberal government went out of its way to remove laymen from our courts. Trevor Griffin, the attorney-general of blessed memory, went out of his way to remove justices of the peace from Magistrates Court benches throughout the metropolitan area.

Members interjecting:

The SPEAKER: Order!

The Hon. M.J. ATKINSON: Indeed, this matter was debated in the house. The member for Heysen decided to put her head up and express her view to the house that she believed, given her experience as a lawyer, that laymen on the bench—that is, justices of the peace sitting as special magistrates—were more trouble than they were worth, that in her experience they were not good at dispensing justice and that we were better off without them.

Mrs Redmond: I didn't speak on it.

The Hon. M.J. ATKINSON: Well, you did not necessarily speak on that bill; you expressed that view. One thing that the parliamentary Labor Party has got—and I am no exception—is a long memory.

Members interjecting:

The SPEAKER: Order!

Members interjecting:

The SPEAKER: Order! When I call order, I expect the house to come immediately to order. The member for Morialta.

ABORIGINAL WOMEN'S GATHERING

Ms SIMMONS (Morialta): Will the Minister for the Status of Women inform the house of the outcomes of the recent State Aboriginal Women's Gathering?

The Hon. J.M. RANKINE (Minister for the Status of Women): I thank the honourable member for her question and acknowledge her commitment and involvement with our indigenous communities over many years. Our fourth annual State Aboriginal Women's Gathering was recently held over three days, from 1 to 3 August, and attended by approximately 70 Aboriginal women delegates representing regional, rural, remote and metropolitan Aboriginal communities within South Australia.

An honourable member interjecting:

The Hon. J.M. RANKINE: Well, you might think he is a bit of an old girl, but the rest of us have a different view. The key theme of the gathering was, 'Indigenous family violence: local community solutions'. Delegates were presented with a report, 'A two-way conversation: Aboriginal women talking, government listening', compiled by the Office for Women, which presented the government's response to recommendations made at the State Aboriginal Women's Gatherings between 2002 and 2005.

Each of the 64 recommendations presented in the report was addressed by a range of government departments and agencies. We also had a panel of departmental heads from

across government attending the gathering. Delegates at the gathering had an opportunity to ask questions and to seek additional information about responses to their recommendations. Key recommendations from the 2006 gathering identified specific issues around leadership, economic development within Aboriginal communities and a whole-of-community approach to family violence, with women and men working together to identify solutions. The state gathering also elected its delegates to represent South Australia at the upcoming National Indigenous Women's Gathering.

The National Indigenous Women's Gathering will also be formally presenting its recommendations to state and federal government ministers at the ministerial council, which will be hosted by South Australia on 22 September. All those involved in the 2006 State Aboriginal Women's Gathering have been very pleased with the outcomes. The Office of Women did an excellent job in organising the event, fostering and encouraging enthusiastic participation. The success of this event is another example of this government's very strong commitment to ensuring that the voices of all women within our community are heard.

SAME-SEX LEGISLATION

Mrs REDMOND (Heysen): My question again is to the Attorney-General.

Members interjecting:

The SPEAKER: Order!

Mrs REDMOND: When the Attorney-General and his representatives lobbied Family First MLCs to vote against the re-establishment of the upper house select committee into the Atkinson/Ashbourne affair, did the Attorney-General or any of his representatives discuss with Family First MLCs the option of amending the government's same-sex legislation in a manner that was more acceptable for Family First members of the Legislative Council?

The Hon. M.J. ATKINSON (Attorney-General): So many things have happened in my portfolio in the break. There have been crime statistics; there have been delays in indictable matters; the drink/driving case Police v Conway; there have been appointments to the Supreme Court, the District Court and the Youth Court; there has been the appointment of a new chief executive in Justice; there has been this morning's debate about wheel clamping; there has been the Keogh case; there has been the question of payments to jurors. And what do we get from the member for Heysen? It is like Kath and Kim: 'Look at moiye. Look at moiye.' The Attorney-General's written a letter about me. 'Oh, dear.'

Members interjecting:

The SPEAKER: Order!

The Hon. M.J. ATKINSON: I am overjoyed that, after all the attempts that the Liberal Party made in the last parliament to filibuster the same-sex bill, after all that it did to prevent it being debated—

Members interjecting:

The SPEAKER: Order!

The Hon. M.J. ATKINSON: We no longer have Joe Scalzi and we no longer have Robert Brokenshire, but they made it plain—

Members interjecting:

The SPEAKER: Order! The Attorney has the call.

The Hon. M.J. ATKINSON: Those members were opposed on principle to the same-sex legislation, and they made it plain that if the bill—

Mr Pisoni: They're not here.

The Hon. M.J. ATKINSON: They are not here, that is right. But they were here, and they made plain that, if the same-sex bill had come on for debate in the last week of parliament, they would have spoken to the maximum entitlement they have under standing orders, they would have moved amendments to every clause and they would have spoken three times on every clause to prevent it being processed.

Mr Pisoni interjecting:

The Hon. M.J. ATKINSON: I know because Joe Scalzi told me. The bill is being worked on to make it a better bill that will give same-sex couples the same substantive rights but respect the values of society.

Members interjecting:

The SPEAKER: Order! The house will listen to the Attorney's answer in silence.

Mr Pisoni: We just want an answer.

The SPEAKER: The member for Unley is named. I am sick and tired of members speaking over the Speaker while he is on his feet.

Mr HANNA: On a point of order, sir—

The SPEAKER: No, the member for Unley is named. I will not indulge in any other business until we deal with this. I am prepared to hear the member for Unley's explanation or apology.

Mr PISONI: I apologise, sir.

The SPEAKER: I indicate to the house that the apology is acceptable to the chair, but it is in the hands of the house.

The Hon. P.F. CONLON (Minister for Transport): I move:

That the honourable member's apology be accepted.

Motion carried.

The SPEAKER: The member for Mitchell has a point of order.

Mr HANNA: My point of order is only to be able to hear the business of the house, sir, and during that hubbub I lost the last few words of the Attorney's address. Was he saying that the bill is being changed to reflect the values of society, or the values of Family First?

The SPEAKER: There is no point of order. The Attorney-General is answering.

The Hon. M.J. ATKINSON: The bill is with parliamentary counsel. It will be back shortly. I am confident that it will be passed by both houses of parliament and will take its place on our statute book some time in the new year. But, given the fury with which many members of the parliamentary Liberal Party opposed the bill—

The Hon. G.M. Gunn interjecting:

The Hon. M.J. ATKINSON: —and the member for Stuart confirms that I am right, because he knows better than the Leader of the Opposition what actually happened in the last parliament—I was astonished to see the Hon. Michelle Lensink and the member for Heysen decide to place themselves in the vanguard of bringing the same-sex bill to parliament—in the vanguard, no-one was more passionately in favour of it than they were, and perhaps even in a stronger form than it was in the last parliament. So, I am somewhat confused by—

Members interjecting:

The Hon. M.J. ATKINSON: The member for Hammond says the bill is nonsense.

Members interjecting:

The Hon. M.J. ATKINSON: That is not what the member for Heysen says. My position on the bill is consistent and I will be bringing it back to parliament. Watch this space.

SCHOOLS, FUNDING

Dr McFETRIDGE (Morphett): My question is to the Minister for Education and Children's Services. Will the minister advise the house why she has now abandoned what she described at the time as 'a fairer and more commonsense approach' to allocate funding based on actual student numbers at the start of each term, rather than predicted enrolments at the beginning of the year?

The minister has previously promoted the new formula as a commonsense approach to allocating teachers, and the proposal was supported by the South Australian Secondary Principals Association. But, according to an Education Department memo sent to all schools in mid-August, the formula has been abandoned and the union claims there are now no plans to introduce a new staffing formula. Rolled by the union again.

The SPEAKER: I point out to the member for Morphett that when he gives an explanation it is with the leave of the chair and, in future, I will not give leave if he indulges in that sort of behaviour.

The Hon. J.D. LOMAX-SMITH (Minister for Education and Children's Services): I thank the member for Morphett for his question. What he is speaking of is one of the elements of the negotiations through the enterprise bargaining agreement. One of the niceties of an agreement like that, perhaps, is that one agrees on the broad strokes but then has to negotiate on the implementation. I feel very strongly that our schools need to be given prior warning and have the capacity to set their budgets for the year, with a few months to do it properly through a normal budgeting process.

It was quite clear that there was irreconcilable argument on this matter, as part of that EB implementation. It was quite clear that we may well have agreed if we had fought and argued and debated until about November, but my view is that schools deserve better. They should have their budget set within several months before the end of the previous school year, and that it was unacceptable to leave those final details any later than August or September.

Having said that, whether the member for Morphett believes it or not, the AEU does not speak for this government, and that was an agreement that came about through our enterprise bargaining agreement. It was one of the elements of our agreement and we have not given up on that element of it, and we will keep negotiating because the truth of the matter is that this government invests more money and puts more funds into each individual child's education.

We have invested substantially in school retention and school engagement; we have put money into extra literacy programs; we have employed more teachers; we have smaller class sizes; we have more counsellors; and we have invested at a greater rate than before in capital works. Having done that, we believe that education is there for every child, and we want the best for our children. When our teachers and principals say that this is fairer, we will persist, because we support public education, unlike those opposite who would always find ways of undermining the quality of our public school education.

TEACHER FUNDING

Dr McFETRIDGE (Morphett): My question is again to the Minister for Education and Children's Services. Will the minister advise the house on how much the back-flip on the new formula for teacher funding will cost South Australian taxpayers? The minister previously claimed that the new formula was a component of the enterprise agreement that saw teachers awarded a 14 per cent pay rise. The formula now has been abandoned, but the pay rise remains on the books.

The Hon. J.D. LOMAX-SMITH (Minister for Education and Children's Services): I again thank the member. I do not think he understands. This decision was not about saving money. Our decision was about having a better, more equitable and transparent system.

BANKERS TRUST, EMPLOYEES

Mr HANNA (Mitchell): My question is to the Deputy Premier, as Minister for Industry and Trade. What help will the government give the 77 Bankers Trust employees whose jobs are to move offshore early next year? Today, BT announced that 77 jobs at the Bedford Park processing centre will be outsourced to GEMPACK, a multi-national corporation based in India.

An honourable member interjecting:

The SPEAKER: Order! There is a member with a mobile phone in the chamber.

The Hon. K.O. FOLEY (Minister for Industry and Trade): I am answering the question, member for Mitchell, is that what you would like?

Mr Hanna: Excellent.

The Hon. K.O. FOLEY: Thank you. Today I met with the CEO of Bankers Trust, Mr Robert Coombe. Mr Coombe is in Adelaide to announce to BT operation staff that there will be a review of operations that will—

Mr Hamilton-Smith interjecting:

The SPEAKER: Order!

Members interjecting:

THE SPEAKER: Order!

The Hon. K.O. FOLEY: Fourteen minutes of question time to go, sir, in the first week back after a three-month break, and the Treasurer has not had a question from the opposition, from memory; I might have had one. They are not bad, this lot. This would be about the most pathetic first week back of an opposition that I have ever seen. Mr Coombe is in Adelaide to announce to BT operation staff that there will be a review of operations that will impact on up to 77 staff. Mr Coombe advised that BT will attempt to place approximately 50 of its staff throughout Westpac's South Australian operations.

Mr Coombe advised me that, when meeting with the staff, he announced that 13 of the 77 staff will be retained to manage the review. Mr Coombe has undertaken to keep the government advised of progress in this regard. I will advise the house of any further developments. To add to that, Mr Coombe did indicate that he felt that most of the staff would find positions in the Westpac Group here in South Australia, but the vast bulk of BT's operation, which I think from memory was about 450 staff at Bedford Park, will be maintained. It is a good and successful operation for BT, but like any organisation in the competitive world of banking, it faces competitive pressures—no different to government, no different to any other organisation—

An honourable member interjecting:

The Hon. K.O. FOLEY: I think I just said—and I will go back and check my notes—that Mr Coombe advised that they think at least 50 of the 77 people will be placed elsewhere in Westpac operations in South Australia. I am advised that 13 will be retained to manage the operation that is being outsourced. On my calculations, that leaves about 14, which he believes may be accommodated; if not, they will deal with that through the normal processes. But BT is going through an internal restructure, and I think that most, if not all, of the people will, to an extent, be supported within the existing Westpac organisation.

SCHOOL BUSES

Dr McFETRIDGE (Morphett): My question is again to the Minister for Education and Children's Services. Why does the minister think it reasonable that, under the government funding model, it will take at least 30 years to fit all publicly owned school buses with seat belts? Following the recent school bus accident on the Eyre Peninsula which injured eight schoolchildren, the state government announced that it would spend $220 000 per year to fit seat belts in government-owned school buses. At the current average of about 11 school buses a year, it will take the government 30 years to replace its fleet of buses not fitted with seat belts.

The Hon. J.D. LOMAX-SMITH (Minister for Education and Children's Services): I am delighted to answer this question from the member for Morphett, because clearly they have not appreciated that any impact on our school fleet will depend on the rate at which we invest in buses. Of course, we will do that at a rate that may change over time. We cannot predict what will be the outcome of future budgets, not just the budget in September but the budget each year.

While we are talking about seatbelts, I have to say that I am astounded that those opposite have the nerve to even discuss the matter. They have been flip-flopping backwards and forwards with different policies over the last year. If you go back to 2001, *The Advertiser*—and I do not know whether you believe *The Advertiser*—stated:

> Seatbelt promise after 22 injured. Seatbelts will be installed in all school buses in the state following yesterday's Barossa Valley tragedy.

That was 30 January 2001. It continued:

> Education minister, Malcolm Buckby, promised last night to set up a program in the next two weeks to put belts on 288 buses.

What did you do? Nothing.

Dr McFETRIDGE: I was not in that parliament. I might have done something differently.

Members interjecting:

The SPEAKER: Order!

Dr McFETRIDGE: Can the Minister for Education and Children's Services advise what is the government's latest estimate of the total cost to fit seatbelts in all school buses in South Australia?

Following the recent school bus accident on the Eyre Peninsula, which injured eight schoolchildren, the state government claimed it would cost $70 million to fit school buses with seatbelts. This figure was allegedly provided by the Road Safety Advisory Council, yet the chairman of the council has distanced himself from this figure and stated that the council could not take any responsibility for the figures.

The Hon. J.D. Lomax-Smith: He is attacking Eric Neal.

The Hon. P.F. CONLON (Minister for Transport): They really are a pathetic mob. The original basis for the costings came from—

Mr Hamilton-Smith interjecting:

The SPEAKER: Order!

The Hon. P.F. CONLON: I have that list for you, Martin. I notice you did not ask the question today. I have the list for you, Martin, and it is a very long one. It is longer than his waiting list, I can tell you. I am just waiting for the question, Martin. I am happy to answer it. I have the list of the previous government's costing blow-out.

Let me explain the origin, as I understand it. of the costings for school buses. It was an Austroad project commenced, if I understand it correctly, under the previous government. The Austroad works started under the previous government, concluded under this government, and the figure that was concluded by Austroads was then shown to be incorrect by the actual Western Australian experience and, in fact, a multiplying factor was added to it. The sheer, utter hypocrisy of those opposite on seatbelts and the failure to let facts intrude into the debate has been appalling on this.

The simple truth is—and I say this to my friends at *The Advertiser*, who self-indulgently have decided that they are going to run their campaign for seatbelts on all buses—if you look at the simple facts around the country, very few fatalities occur on school buses. On average, one child a week dies in the driveway of their home. We do not see a campaign from *The Advertiser* about that, but about something of less consequence. They are being self-indulgent, they are simply allowing emotion—and whatever they are attempting to do with their circulation—to get in the way of a factual argument on this. So be it, that is their prerogative. They do not have to deal in facts. They can deal in whatever they like.

The utter hypocrisy—the costings commenced under their government—they promised that they would put seatbelts in new buses, then a promise that they would put them in all buses, then back to the new buses again. The simple fact is that after 8½ years they did absolutely nothing. They were not fit for government then and they are not fit for government now.

WORKCOVER

Mr WILLIAMS (MacKillop): Was the Minister for Industrial Relations consulted about the decision to outsource the WorkCover Employee Advocate Unit and was he advised that stakeholders were not supportive of the plan? When asked about this issue in parliament on 28 June this year, the minister advised that he would need to check the details with the Chairman of the WorkCover board. As yet, we have not been provided with any of those details. However, on Saturday 26 August, a WorkCover representative revealed that stakeholders (including the Injured Workers Support Group, the Workers Access and Equity Group, lawyers, self-insurers of South Australia, Business SA and SA Unions) were not supportive of the WorkCover board's plan.

The Hon. M.J. WRIGHT (Minister for Industrial Relations): The shadow minister is correct. This question was raised with me before. To the best of my memory, I said something like I was not 100 per cent certain when it had been raised with me but I thought it had been raised with me prior to the decision being made.

Mr Hanna: By Janet Giles.

The Hon. M.J. WRIGHT: No, I did not say that. But I have subsequently checked that with the chair of the board,

Mr Bruce Carter, and once again from memory—and I will check this but I am pretty sure my recollection is correct—I am pretty sure what Mr Carter informed me when I checked was that the matter was raised with me before the decision was made, purely on an information basis, not seeking my view but informing me of the general thinking that was taking place—not that a decision had been made, as I recollect.

What I can also add, because some play has been made of this particular decision, is that the decision was a decision of the WorkCover board, and that is the responsibility of the board. It is the responsibility of the WorkCover board to manage the business of WorkCover. The board has undertaken a decision (I think that it is on the public record as saying that it was a decision of the board), and if in any way the opposition wants to say that I had an influence upon that decision, that is incorrect.

Mr HANNA (Mitchell): I have a supplementary question, Mr Speaker.

The SPEAKER: I am generally of the view that members asking supplementary questions have to have asked the original question, but I will allow the question, anyway.

Mr HANNA: Thank you. It arises out of the answer. Who was it, then, who informed the minister of the general nature of the decision that was to be taken by the board?

The Hon. M.J. WRIGHT: I think I said that. What I believe I said was that that was passed on to me by the Chair of WorkCover, Mr Bruce Carter. I think that is what I said, or that is what I certainly meant to say, in my previous answer. So, as I was saying when I was asked the previous question—not today, but previously—I thought it had been raised with me and I would check whether it was raised with me before or after the decision was made, and I was talking in terms of the Chair of WorkCover.

Mr WILLIAMS: My question again is to the Minister for Industrial Relations. Why has the minister allowed the WorkCover Employee Advocate Unit to be closed, leaving injured workers nowhere to go?

The Hon. P.F. Conlon interjecting:

Mr WILLIAMS: Absolutely.

Members interjecting:

The SPEAKER: Order!

Mr WILLIAMS: The WorkCover Employee Advocate Unit ceased taking new cases as of 30 June this year and, I am told, completely closed its service on 18 August. The proposal to have Business SA and SA Unions deliver the service is still being delivered, whilst injured workers are struggling without anybody with knowledge of the system to advocate on their behalf.

The Hon. M.J. WRIGHT: I think I partly answered that question in my previous answer, that this was a decision of the WorkCover board. For the shadow minister to get up and make an accusation of that nature is not only incorrect but also immoral, because he would well understand that it was the former government that brought in legislative changes that ripped the guts out of the heart of protecting injured workers. So for him to now cry crocodile tears is nothing but a sham.

VEHICLE FLEET, GREENHOUSE EMISSIONS

The Hon. S.W. KEY (Ashford): My question is to the Minister for Administrative Services and Government Enterprises. Can the minister update the house on the government's initiatives to reduce greenhouse gas emissions from its vehicle fleet?

The Hon. M.J. WRIGHT (Minister for Administrative Services and Government Enterprises): I thank the member for her question, and I know she has a deep passion in this area. The government has set ambitious targets for its vehicle fleet to reduce greenhouse gas outputs and fuel costs. Currently, 23 per cent of vehicles in the state government fleet, about 1 800 vehicles, consist of alternative-fuelled vehicles. I am pleased to announce that this meets the target set by the Premier in 2002. The majority of the alternative fleet are dedicated LPG or dual-fuel LPG vehicles, with 39 hybrid petrol electric vehicles. I am advised that our current numbers of alternative fuel vehicles mean more than 2 kilotonnes of CO_2 is being saved each year. This is just a start on the government's longer-term goals, because the Premier has announced a further target. We will be ensuring that environmentally friendly vehicles make up half the government's fleet by the year 2010.

The government will continue to adopt alternative-fuelled vehicles such as LPG and petrol electric hybrid vehicles and diesel engineered vehicles with computer-controlled electronic-fuelled systems. Manufacturer supported ethanol and biodiesel compatible vehicles, high efficiency diesel engines, and initiatives to reduce or offset carbon dioxide greenhouse gases will all be explored through this initiative. The government is also passing on the benefits of alternative-fuelled vehicles to the community via the government's public vehicle auctions. An estimated 2 600 alternative-fuelled vehicles have been onsold; more than 650 of them last financial year. Members may also be aware that the government has an agreement with Mitsubishi for the delivery of 380 models this year. This comes with a national first initiative by an Australian manufacturer to offset carbon emissions by planting 25 trees per car.

PAPERS TABLED

The Hon. M.D. RANN (Premier): As Premier, according to statute, I lay on the table:

Government Boards and Committees Information as at 30 June 2006

Report on the appointments to the minister's personal staff, pursuant to the Public Sector Management Act 1995.

Before you get too excited, these are the ones that have been in *The Advertiser*, and the *Sunday Mail*, I am told.

HOSPITALS, FLINDERS MEDICAL CENTRE

The Hon. J.D. HILL (Minister for Health): I seek leave to make a ministerial statement.

Leave granted.

The Hon. J.D. HILL: In question time today the deputy leader asked me a question about the Flinders Medical Centre in relation to what she described as code black. I have checked with my office. I understand she may have got the wrong term. Code black is the term used by the hospital when there is a violent person in the emergency department. I think she was referring to something else. What the hospital refers to, and I think this is what the member was referring to, is what is known as the emergency management plan. I said in

answer to the question, 'How many times did this occur in August?' that I thought it was once or twice. I have checked. I understand it was once in August and there was an occasion towards the end of July, so my memory was correct that there were two occasions.

HOSPITALS, REGIONAL

The Hon. J.D. HILL (Minister for Health): I seek leave to make another ministerial statement.

Leave granted.

The Hon. J.D. HILL: In question time the member for Flinders asked me about a patient, a constituent of hers, who had seen an orthopaedic surgeon. I can give the house some further information. The patient was referred by his GP to an orthopaedic surgeon in Whyalla for assessment of his need for a knee replacement. He was seen by the orthopaedic surgeon on 28 July this year who assessed him as non-urgent and placed him on the surgeon's waiting list for surgery at Whyalla Hospital. I can inform the house that the state government and the department of health have acted to reduce waiting times on Eyre Peninsula by providing Whyalla Hospital with an extra allocation of $162 000-that was in March 2006-to undertake more surgery of this type.

Neither the state government nor Whyalla Hospital controls the surgical waiting lists of specialist visiting surgeons. It is a decision of the examining surgeon to determine the urgency of a particular case based on medical need and, as I pointed out, this was considered by the doctor to be a non-urgent case. If individual patients are suffering increased pain they should contact their general practitioner, who can seek a reassessment of the urgency of their condition or investigate whether transfer to another surgeon's waiting list is a better option.

The establishment of Country Health SA, with its ability to coordinate and plan service delivery across the whole of country South Australia, will enable greater opportunities for work force planning in line with population health needs and provide greater flexibility to ensure that country residents get the best possible health care required.

PREMIER'S SCIENCE EXCELLENCE AWARDS

The Hon. K.A. MAYWALD (Minister for Science and Information Economy): I seek leave to make a ministerial statement.

Leave granted.

The Hon. K.A. MAYWALD: Last Monday night I was delighted to represent the Premier at the Premier's Science Excellence Awards. These awards are established to not only honour but also celebrate the achievements of leaders in our science community. These are pioneering and innovative people whose commitment and passion for science has contributed to our state's success. The Premier's Science Excellence Awards acknowledge the work of people who have dedicated their careers to research and innovation, to developing new and groundbreaking technologies, to teaching and influencing others in their field, and to actively promoting the wonders of science to the wider community.

I am pleased to advise the house today of the winners of the 2006 Premier's Science Excellence Awards. Laureate Professor John Ralston, director of the Ian Wark Research Institute, won the Research and Leadership category for his specialist work and knowledge in colloid and surface chemistry. In the Excellence in Research for Commercial Outcomes category Professor John J. Hopwood, head of the Lysosomal Diseases Research Unit, won for his work in researching and developing a screening method for lysosomal storage disorders in newborn babies. Associate Professor David Cleland Paton, from the School of Earth and Environmental Sciences at the University of Adelaide, won the Excellence in Research for Public Good Outcomes category for his team's work in documenting changes in the distributions, abundances and performances of native flora and fauna.

In the Science Education and Communication Excellence category the Kangaroo Island Community Education team won for their work in marine and environmental education, which provides a range of innovative marine and environmental education programs for school students. Finally, congratulations to Dr Leanna Read, founder and managing director of TGR BioSciences, who won in the Science, Technology and Innovation Management Excellence category for her leadership in biotechnology.

I was pleased to see that the Leader of the Opposition was also able to attend, and I am aware that he was seated with the 2006 recipients of the Young Tall Poppy Science Awards. These awards were presented in early August and honoured the achievements of researchers under 35. The 2006 recipients include: Dr Amanda Able from the University of Adelaide; Dr Bradley Ferguson, Tenix Defence; Dr Nicole Lamond, University of South Australia; Dr Mel McDowall, University of Adelaide; Dr Janna Morrison, University South Australia; and Dr Nico Voelker from Flinders University. The six tall poppies will play a key role as ambassadors for the Tall Poppy Awards campaign and for their respective institutions, and demonstrate South Australia's depth in scientific achievement. Congratulations to all award winners and finalists.

GRIEVANCE DEBATE

STATE BUDGET

Ms CHAPMAN (Deputy Leader of the Opposition): Tomorrow, 1 September, is Wattle Day, and I would like to place on the record my support for such an auspicious occasion. Senator Amanda Vanstone (with the kind permission of Australia Post) has provided postcards of the original two and threepence stamp recognising wattle in the Australian postal services. As has been highlighted, 26 January is the day the First Fleet landed at Botany Bay, and on that day we celebrate being Australian. However, tomorrow is also an important day and a second chance to celebrate. Tomorrow is the opening day of the Royal Show. Unfortunately, it is also still three weeks away from when we have the state budget delivered, and that is the matter I want to refer to today.

This state budget is four months late. I remember coming here in 2002; we had a new government, the decision had been made by about March, and yet they were still able to get a budget out by June. Of course, we usually have the budget delivered in May of each year, but now we are still waiting for it to handed down on 21 September. The delay in this budget has largely been outlined because of the health blow-out in costs. Health, of course, constitutes about 40-odd per cent of the state budget, largely involving public hospital costs. The Treasurer has told us quite clearly that he needs some extra time and needs to pull in some expert from interstate to tell him how to write the budget to be able to get

it right because of this major blow-out in our health costs. Yet, here we are at the end of August 2006 in a situation, as exposed today, where the Minister for Health cannot tell us specifically about the operation and performance, particularly the financial operation, of his hospitals within his department, public hospitals in particular.

There is no doubt, especially in light of the comments made by the state Treasurer, that taxpayers have the right to know how their hospitals are performing overall, how they are managed on a day-to-day basis and how they are faring financially. To give the minister credit, today after question time he came back to the house to advise us in relation to the days on which an emergency procedure has been operating at the Flinders Medical Centre. Why did he not know about the situation—a very serious situation, as described in the question—where an emergency department is chronically overloaded and no more patients can be catered for? This is a very serious situation, but it does not go out on a web site, and it does not go out as a radio announcement. It is concealed and advised only to the health professionals involved. The poor old public do not know until they turn up to the emergency department, which says, 'Sorry, we're too busy. We're full. You've got to go somewhere else.'

The secrecy surrounding the operation of the day-to-day management of these hospitals is unacceptable. The freedom of information requests made since June were answered by the minister today. We have asked repeatedly for the annual financial accounts of these public hospitals. We have had excuse after excuse. We have had the new Chief Executive Officer, Dr Sheldon, come back and say:

> Since 1 July 2004, Auditor-General purpose financial statements are no longer prepared for individual health units; rather, consolidated regional accounts are now produced.

He has admitted that in fact they have them, but he will not give them to us, or it is his view that they are covered by the regional reports. The members of this house ought to look at those reports that are presented to this house. Let me give you an example of one line. One whole department, which is described in the Central Northern report and which spends $40 million, has just the name of the agency and $40 million. That is it. That is the entire information we are given—not how much they budgeted, how much they spent, whether they spent it on time, or whether they complied with the relevant programs. We want those reports. That matter has gone to the Ombudsman, and we expect that we will get those reports in the end. It is a disgrace that this government should continue to conceal that financial information from the opposition.

Of course, we come to the *Elective Surgery Bulletins*. What a joke! The minister informed us today that they have not even been prepared yet, but here we are at the beginning of September tomorrow, so from the end of June to the beginning of September we have not even been able to obtain the bulletin report, which is supposed to be an update, containing that information pertinent to the Department of Health, the minister's own department, for which he is responsible to this parliament. He cannot even produce that bulletin on time, or at all.

Time expired.

LIGHT REGIONAL COUNCIL

Mr PICCOLO (Light): I rise today to speak about my favourite council—the Light Regional Council.

Mr Venning: They don't say the same about you. You're on the nose.

Mr PICCOLO: You are quite right—I am in front by a nose. I believe that the majority of elected members and staff at the council are committed to serving the community. Nevertheless, something is not working properly within the organisation. The purpose of my remarks to this house today is to empower elected members, residents and ratepayers who have suffered gross injustices at the hands of the council to have their stories heard and, where appropriate, acted upon.

It is time for councillors and residents to stand up and make their voices heard. If the council is not prepared to listen and act, I am. Recent complaints to my office have clearly demonstrated that some type of community intervention is required at the council if it is going to respond effectively to community needs. The current situation cannot continue, as community confidence has been seriously undermined and morale is at an all-time low within the council area. Since my election to this place, I have held a number of community forums to give constituents an opportunity to raise any concerns they may have. These forums have been very successful, attended by hundreds of people who have raised many concerns about the dysfunctional relationship that exists between the Light Regional Council and its residents and ratepayers.

Never have I seen a council held in such contempt by its community, nor have I ever seen a council treat its community so appallingly. I have been stunned by the anger and frustration shown by residents at the community forums. It does not matter which event or community group I attend in the Light Regional Council area, the only issue they wish to discuss with me is the perceived inability of the council to properly manage their area. Constituents complained about their phone calls not being returned, letters not acknowledged or answered, councillors and staff not turning up to meetings, lack of consultation, lengthy delays in approvals, poor quality public works, lack of supervision of contractors, a failure to engage the community in resolving local problems, and undue secrecy in decision making.

Of greater concern are the allegations of bullying of employees, elected members and community groups. Those elected members who raise questions have the code of conduct thrown at them and used in a way contrary to its intent. Those ratepayers who raise concerns are treated in a dismissive manner, and the member for Schubert is also aware of that. Efforts by community groups to work for the betterment of their community are quashed by the council. Unfortunately, these are not a few isolated allegations. On average, I receive one contact a day from the Light Regional Council area urging someone to take some action. Someone has to stop the decline in service to the community.

Based on the complaints put before me to date, it is my opinion that the council is not meeting its obligations to its community. Let me give members a personal example. I recently contacted the council to obtain some information on behalf of one of its ratepayers. When I finished explaining my request to the council officer, he advised me that he was under instruction that such information could only be provided to me if I submitted a formal freedom of information request. What hope does the ordinary resident have to make this council accountable for its actions when such a culture is entrenched in the organisation? The time has come to shine the bright light of hope on this council.

KANGAROO ISLAND COMMUNITY EDUCATION, TEAM AWARD

Mr PENGILLY (Finniss): It is with great delight that I rise to my feet today to talk about one of the award recipients that the Minister for the River Murray recently spoke about in her statement in relation to the Kangaroo Island Community Education team that won the Science, Education and Communication Excellence category in Marine Environmental Education. I was thrilled to hear of this award on Tuesday. Knowing the people involved and knowing many of the students made it even more relevant. Having grown up in the location and attended the Kingscote campus of the Kangaroo Island Community Education System, I took great pleasure in contacting the principal, Mrs Kate Telfer, as soon as I heard, congratulating them and asking her to pass on these thoughts to the students.

This is an innovative and remarkable program that has been introduced by a fellow by the name of Tony Bartram, a teacher at the Kingscote campus who, singlemindedly and quite determinedly, has driven forward this program to educate the local children in the ways of the marine world, particularly of the sea around Kangaroo Island. This has actually extended to the Fleurieu Peninsula, with the Rapid Bay Primary School now taking part in it. Indeed, the schools on other sections of the Fleurieu are also picking up on it. If it was not enough for Mr Bartram to be driving this, it is a great delight that his daughter, Heidi Bartram (who won the South Australian Young Achiever of the Year this year) is also involved in it. She lives on the island. If that is not enough, her mother and I grew up in Kingscote and, indeed, at about the age of eight years old, she was my first girlfriend—but I probably digress.

What they are doing is absolutely wonderful and they are doing a tremendous job. They are teaching children about the estuarine areas, about the fish and other things that exist in the water, and they are doing it practically and sensibly. They are keeping to what should be done in a practical application. They are supported by the net fishermen, the scale fishermen and the rock lobster fishermen. They have all taken time to go and speak to the children, take them out on the boats to show them what is going on, and point out what a great industry the fishing industry is, to educate them in the ways of the fishing world and the fact that you cannot lock everything up. It is a resource that needs to be monitored and used and that, if you look after the water that comes off the land into the sea, in due course you have something that will remain as an active industry and a good industry for a long time.

One interesting thing concerns Nepean Bay, on which the town of Kingscote is situated. It has had decreasing seagrass meadows over many years and it would appear that it has been partly as a result of the amount of phosphate that has gone down the river from the agricultural land, and, of course, 20 or 30 years ago these things were not taken into account. One did not know what was happening and no-one took a lot of interest. These things take a long time to happen and they take a long time to fix up. So, through the natural resources people on the island, the farmers, schools, the education system, the fishermen—the whole lot—it has been a great story of success. So, I was very pleased, and I believe the parliament should be pleased, with the outcome of the awards, particularly in relation to the Kangaroo Island Community Education Kingscote Campus winning the Premier's Science Award in this category.

If members wish to know more about it and want to take information relating to this program into their electorates around the state, I would be delighted to make the contact names available. If, indeed, they would like Mr Bartram, his daughter Ms Bartram and some of the children to come along and speak to their schools, I am sure they would be delighted to, as well. So, it is a great achievement. It is a great win for Kangaroo Island, in particular, as part of my electorate of Finniss, and I am very pleased to stand up here and speak on their behalf today. Well done to them. It is just a great outcome.

CANVAS IN CONCERT

Ms FOX (Bright): I rise today to speak in support of an outstanding and commendable artistic event. On 24 August I had the great pleasure of representing the Premier at the opening of the Canvas in Concert event at Westminster School at Marion. This event, the second of its kind, is very unusual. It consists not only of an art exhibition showcasing the works of leading and emerging Australian artists but also, later in the evening, a concert which is held while artists are actually painting on the stage. Listening to world class musicians such as Kym Purling while watching a living legend like David Bromley paint on stage is a breathtaking experience. Other musicians included singer Johanna Allen and the very famous pianist David Helfgott. Other artists who were either exhibited or who created on stage were Westminster School's own Rod Bax and Barbara Weir.

The evening offers a fusion of music and art which is testament to the good relationship between those departments at Westminster School and the ongoing support of its headmaster, Mr Bradley Fenner. The event is, in many ways, particularly South Australian: intimate, avant-garde and exciting. This state is really living the arts, not just trotting out a few international companies every two years and calling it a festival, but actually living the arts—breathing, creating and imbuing in our community a passion, at grassroots level, for the one thing that can hold up the mirror to the human soul. I do not know of any other school or institution which throws the door open to the community and invites them to actually watch the creative process taking place. I feel very privileged to be a part of this, and I would like to congratulate the school and all those involved in the process.

ROADS, UNLEY

Mr PISONI (Unley): After the Howard government and the previous Liberal Olsen government went so far as to improve safety and access on the South-Eastern Freeway, it is a pity that the current state Labor government believes that investment in safety and road infrastructure is to stop at the toll booth. Despite the minister wishing to turn the Unley Road upgrade into a political issue—a strange position given the many safety and efficiency issues involved—it is high time that this worthy project was once again considered for funding.

In March 2003, the Unley council was pressing its case for the upgrade, given the understanding that the previous government had geared up for the Unley Road upgrade and its forward plan. Council had engaged the local community in regards to powerline undergrounding and a bicycle route to improve cyclists' safety. The then CEO stated:

. . . our expenditure for the underground project (which is currently incomplete) has exceeded $1 million in the past two years.

The result of the council's extensive consultation process has been fed into the integrated transport management plan already adopted and awaiting finalisation of Transport SA's consultation process to be signed off by the Rann government. In the words of the Unley CEO, 'It seems that the project stalled at this point.' Quite apart from the previous safety and traffic flow issues, council was seeking a meeting with the Premier and appropriate ministers in conjunction with the representatives of the Unley Street Life Trust and the Unley Road Traders Association to stress the importance of the Unley Road upgrade for the future viability of this strip shopping community. In a letter to Michael Wright, the then transport minister, dated 8 December 2003, the Unley council CEO expressed his disappointment that the Unley Road project had been shelved. He stated:

It is our clear understanding that the first stage of the Unley Road upgrade, that being the pre-planning work, was contained in the Transport SA preliminary estimates for 2003-2004.

This statement is reinforced by the fact that Transport SA, the City of Unley and the Local Traders Association were proceeding in finalising the community consultation process.

The CEO was, in fact, referring to the Unley Road project that Nicki Stewart from the Department of Transport, Energy and Infrastructure, claims never existed.

At that time, the Unley council was quite sensibly and responsibly attempting to coordinate its part of the upgrading, including undergrounding powerlines, with other government departments, but it was having little luck with the new Labor government. As the Unley City Manager noted in his letter, the council's ability to manoeuvre its priorities were somewhat more constrained than that of the state government. He might also have added that the council's ability to manoeuvre its responsibilities were somewhat less elastic.

At that time the Unley council was pressing for a meeting with Premier Mike Rann and minister Michael Wright to stress the importance of the Unley Road upgrade and its possible formalised coordinated efforts. In this regard, the council was to be most disappointed. Minister Wright had been handballed this one by the 'good news only' Premier. No meeting, council was told, would be necessary at this time. On 23 November 2003, Michael Wright wrote the following to the Mayor of Unley, Michael Keenan, stating:

It is recognised that an investment in Unley Road causes safety benefits but these cannot equal the benefits from wholly safety-driven investments such as shoulder sealing and a black spots program.

There has, in fact, been some black spot funding allocated to Unley Road since that time. However, it has come from the Federal Liberal government—the AusLink program—not from the Rann government. I was not aware, in any case, that two safety initiatives needed to be mutually exclusive—gobbledygook, if ever I heard it.

In a letter to the Unley CEO on 20 February 2003, the then head of transport and planning was quite clear about the department's position when he stated the following:

While the potential benefits of the Unley Road upgrade are well recognised and supported by the department, funding for implementation has been ranked outside the department's recommended funding priorities for at least two years.

To put everything in a nutshell, the Unley Road upgrade was needed, planned, due and expected, but was dumped by the Rann government. This veritable mountain of research, diagrams, plans, public consultation and correspondence between those involved from government departments to local councils, mayors and ministers, over many years makes Nicki Stewart's claim on ABC Radio that there is no Unley Road project seem a little bizarre.

TEA TREE GULLY SWIMMING CLUB

Mr KENYON (Newland): I rise today to say more about the Tea Tree Gully Swimming Club and the excellent community efforts it has been involved in. The club runs a very low-cost learn-to-swim program especially aimed at children, something of which I will see that my children avail themselves in the near future. It is a very well-run club, which recently held a fund-raising activity in which I participated, delivering phone books. It is an excellent initiative on the part of Telstra and the Sensis people, whereby community clubs can raise funds by distributing phone books at the appropriate time of the year.

The club has also recently received a well deserved community club grant, which will go towards running a carnival, something I have been happy to support. I look forward to working with the club in the future in support of its activities.

GROUNDWATER (BORDER AGREEMENT) (AMENDING AGREEMENT) AMENDMENT BILL

Received from the Legislative Council and read a first time.

ANANGU PITJANTJATJARA YANKUNYTJATJARA LAND RIGHTS (REGULATED SUBSTANCES) AMENDMENT BILL

The Legislative Council agreed to the bill without any amendment.

RESIDENTIAL PARKS BILL

The Hon. J.M. RANKINE (Minister for Consumer Affairs) obtained leave and introduced a bill for an act to regulate the relationship between residents in residential parks and park owners; to make consequential amendments to the Residential Tenancies Act 1995; and for other purposes. Read a first time.

The Hon. J.M. RANKINE: I move:

That this bill be now read a second time.

In presenting this bill to the house, it is essential that I pay tribute to the work, dedication and commitment of the member for Taylor over so many years in ensuring that this bill is now before the house. Members may recall that she introduced a private member's bill many years ago when we were in opposition. It has taken an inordinate amount of time to get to this position.

When the member for Taylor introduced the bill, she had real concerns about what was occurring in her electorate and the impact it was having on her residents. What we are now seeing is real concern right across the state in a number of caravan parks. I seek leave to have the remainder of my second reading explanation inserted in *Hansard* without my reading it.

Leave granted.

The Residential Parks Bill 2006 is designed to protect those people who live in caravan parks as their principal place of residence. Whether they live in a dwelling rented from the park operator, such as an on-site van or cabin, or whether they install their own home, such as a caravan or transportable home in the park and simply rent the site, this Bill covers them. The ABS 2001 *Report on Selected Social and Housing Characteristics for Statistical Local Areas – South Australia* showed that as at 7 August 2001, 4 433 occupied private dwellings in South Australia comprised a caravan, a cabin or a houseboat. Some 7 602 people were living in these dwellings. The Government believes it is time that these living arrangements were regulated for the benefit of all concerned. With regulation, both residents and operators will know their rights and duties and will be able more easily to access the protection of the law.

The Bill sets out the basic rights and duties proposed by the Government for both parties. It is based on the types of rights and duties that arise under the *Residential Tenancies Act 1995*. That is, these living arrangements will be regulated very much as if the park owner were a landlord and the park resident a tenant.

A key feature of this Bill is a requirement that a residential park agreement must be in writing. A new resident is to be given a copy of the agreement at the time of signing it. The agreement must disclose who the park owner is and where he or she can be found for service of documents. It must also clearly identify the site that the resident is entitled to occupy. The resident must also be given other information they need. For example, they must be given the contact details of a person who will carry out emergency repairs on the property or the common areas. They must be given the instructions for operating shared appliances or common facilities, for example, the communal washing machines. They must also be given a copy of the park rules.

Under the Bill, the rules cannot cover every matter that a park owner might like to regulate. Instead, the rules can only cover specific topics listed in the Bill, such as use of the common areas, parking of vehicles, keeping of pets, refuse disposal and the like. Thus, for example, the park operator could not make a rule imposing a curfew on residents. If the residents believe that a rule is unreasonable, they can band together to apply to the Tribunal to have the rule so declared, and in that case it will be void. If the park operator wishes to change the rules, he or she must first consult the residents by giving them 14 days written notice of the proposed amendment. All of this is designed to ensure that the rules of the park are fair and reasonable requirements rather than arbitrary restrictions on the behaviour of residents.

As with residential tenancies, the Bill limits the amount of rent that can be required in advance at the start of the tenancy to two weeks, and limits bond to four weeks' rent. No other money can be demanded from the tenant as a condition of entering the agreement; neither can the agreement include monetary penalties for late rent or other breaches. As with residential tenancies, the bond will now have to be paid into the Residential Tenancies Fund. This rule will apply on the commencement of the Act to all existing bonds, so money that park operators are now holding as bonds will have to be paid into the Fund. At the end of an agreement, either party can apply to the Commissioner claiming the bond.

Similarly to residential tenancies, there will be limits on how often the rent can be increased. The park owner must notify the resident of the proposed increase unless that is provided for in the agreement. On receiving a notice, the resident may apply to the Tribunal for a declaration that the proposed amount is excessive. If the Tribunal so finds, it can fix the rent for a specified period.

The Bill makes clear that residents in these parks have a right of quiet enjoyment. Not only must the park owner refrain from interfering with this right, but he or she also has a duty to take reasonable steps to prevent any resident interfering with the peace or privacy of another. Likewise, where the dwelling belongs to the park owner rather than the resident, the owner must see that the locks are maintained in a reasonable state so that the dwelling can be secured. Neither the owner nor the resident may change the locks without the other's consent.

As with residential tenancies, the owner's rights of entry to the rented sites are limited. Notice will usually be required, except in case of emergency or where the dwelling seems to have been abandoned. When visiting a site, the park operator must not intrude on the occupants or visit parts of the site or dwelling unnecessarily. Owners will, however, be able to inspect sites to ensure that statutory separation distances are maintained, to remove fire hazards, to mow lawns and so on.

The owner must see that the residents have 24-hour vehicular access to the rented property and 24 hour access to the common bathrooms. If there is a boom gate or other security device, the residents must be told how to operate it and given any key or code they need and the owner must keep the gate in proper working order.

The owner must keep the park and the rented dwellings in a satisfactory state including arranging for regular rubbish collections, maintaining the grounds and making reasonable repairs. The requirement is only that the operator act reasonably, however, not that every defect must be instantly repaired. If there is a defect that poses a risk or creates undue inconvenience to residents and a resident notifies the park owner, but the owner fails to take action, the resident can retain a licensed tradesperson to make the repairs and, armed with a report from that person, can recover the reasonable cost from the owner later.

Residents have a corresponding obligation not to cause any damage to the park property and to report defects when they notice them. It is an offence for a resident intentionally to damage the property of the park owner. As with residential tenancies, alterations to the rented property or structural alterations to sites require the owner's permission. Likewise, residents must not cause or permit any nuisance and must not interfere with the peace or privacy of other residents. In particular, residents must not permit their sites to be used for any illegal purpose. Residents are also vicariously responsible for the actions of their visitors. This means that if a visitor does something that, if done by the resident, would breach the agreement, then the resident is in breach of his or her agreement with the park owner.

The Bill also regulates other matters, for example, how the resident can arrange to assign the agreement or to sub-let the site or dwelling. It makes clear that a resident who wishes to sell his or her dwelling (such as a caravan or transportable home) that is installed on the site is entitled to do so without interference from the park owner.

The Bill also stipulates in detail how the agreement can be terminated. This will vary depending on whether the agreement is for use of a site only or for rental of a dwelling, whether the agreement is periodic or for a fixed term, and whether either party is in breach. In general, as with residential tenancies, termination for breach can only be achieved by serving the required notice giving the other party the chance to remedy the breach. Termination other than for breach generally requires a period of notice which, depending on the situation, can range from 28 days up to 90 days. There is provision for termination without notice however where the agreement has been frustrated because the dwelling is destroyed or rendered uninhabitable or where the property can no longer be lawfully used as a dwelling. The Bill also provides that either party to an agreement may at any time apply to the Tribunal to end the agreement on the ground of hardship.

There is also an anti-victimisation provision. Even where there has been a breach of the agreement, if the owner's real motivation for seeking to terminate the agreement is that the resident has complained to the authorities or taken action to enforce legal rights, the Tribunal may refuse the application and reinstate the agreement.

There is one provision for termination that is unique to this Bill. That is the case of a serious act of violence by a resident. If a resident has committed a serious act of violence in the park or if the safety of anyone in the park is in danger from the resident, the park owner may serve a notice requiring the resident to leave the park immediately. In that case, the resident must leave and cannot return within two business days. The owner may, in the meantime, apply to the Tribunal to terminate the agreement. In that case, the resident cannot return at all unless the Tribunal so orders. To cover the possibility that an owner might misuse this power, there is provision for the Tribunal to order compensation if the owner had no reasonable grounds for his or her action. This provision acknowledges that residents of these parks are in a somewhat different position from residents of rented houses or flats, when it comes to the risk of harm from other residents.

The Bill then contains provisions about how the owner is to deal with abandoned property of the resident, a matter that the parties seldom think to provide for at present but which can give rise to conflict. The park owner can neither destroy nor appropriate valuable property left on site by the resident. Instead they must take action to notify the resident and, if the property is not claimed, to obtain a fair price for it, which must be paid to the Fund. There is special

provision, however, for personal documents, which are to be kept for the period of notice and then destroyed if unclaimed.

The Bill goes on to confer jurisdiction on the Tribunal and makes the usual provisions about the powers of the Tribunal and related matters such as conciliation, representation, rules and like matters.

I should also make clear what the Bill does not do. The Bill does not apply to people who stay in caravan parks as holiday-makers only. In general, the Bill will not catch those who visit a park for no more than two months and then move on. It applies only if the park is a person's principal place of residence. If the park appears as the person's address on the electoral roll, then that will generally settle the question, but of course residence can also be proved in other ways.

Further, the Bill does not regulate so-called 'lifestyle villages', that is, villages that operate similarly to retirement villages except that residents do not pay a premium or accommodation bond. The Government considers that arrangements in those villages are more like ordinary residential tenancy arrangements than they are like caravan parks. It is instead proposed to amend the Residential Tenancies Act to make clear that it applies to these villages.

Finally, the Bill does not alter the law about the security of tenure of park residents if the park is sold. It does not seek to restrict the right of the park owner to sell the park nor the use to which a subsequent owner may put it. Residents who have contracts for long-term occupation of a site, but who do not have any registered interest in the land, should seek legal advice about their rights and possible remedies.

This Bill is the result of a consultative process. Initially, a discussion paper was published canvassing the possibility of legislation about the rights of caravan-park residents. An exposure draft Bill was then published earlier this year. Throughout the process, the Government has been mindful of the need to strike a reasonable balance between the interests of residents and those of park owners. The park is the lawful property of the park owner but it is at the same time the permanent home of the resident. The landlord/tenant model was therefore judged to be a fair and sensible basis for regulating their respective rights. Both owners and residents have been heard in the consultation process and the Government is satisfied that this measure will have the benefit of extending proper legal rights and duties to both long-term park residents and park owners.

I commend the Bill to the House.

EXPLANATION OF CLAUSES

Part 1—Preliminary

1—Short title

This clause is formal.

2—Commencement

This clause provides that the Act will come into operation on a day to be fixed by proclamation.

3—Interpretation

Subclause (1) contains definitions of terms used in the Bill. The following are the more significant definitions:

· ***residential park***—an area of land used or intended to be used in either or both of the following ways:

(a) as a complex of sites of dwellings in respect of which rights of occupancy are conferred under various residential park tenancy agreements, together with common area bathroom, toilet and laundry facilities and other common areas;

(b) as a complex of sites in respect of which rights of occupancy are conferred under various residential park site agreements, together with common areas (which may, but need not, include bathroom, toilet and laundry facilities);

· ***residential park tenancy agreement***—

(a) an agreement under which a park owner grants another person, for valuable consideration, a right (which may, but need not, be an exclusive right) to occupy a site in the residential park, and a dwelling made available on the site by the park owner, for residential purposes; or

(b) an agreement (a ***sub-tenancy agreement***) under which a resident grants another person, for valuable consideration, a right (which may, but need not, be an exclusive right) to occupy the site in respect of which the resident has a right of occupancy, and the dwelling on the site (whether a dwelling made available by the park owner or installed or located on the site by the resident), for residential purposes;

· ***residential park site agreement***—an agreement under which a park owner grants another person, for valuable consideration, a right (which may, but need not, be an exclusive right) to occupy a site in the residential park, and to install or locate a dwelling on the site, for residential purposes;

· ***residential park agreement***—

(a) a residential park tenancy agreement; or

(b) a residential park site agreement;

· ***park owner*** of a residential park—the owner or operator of the residential park, including a prospective park owner and a former park owner;

Note—

Part 7 relates to sub-tenancy agreements and contains a provision that extends the meaning of the term ***park owner*** in relation to sub-tenancy agreements.

· ***resident*** of a residential park—a person who is granted a right of occupancy under a residential park tenancy agreement or a residential park site agreement in respect of the residential park, or a person to whom the right passes by assignment or operation of law, including a prospective resident or a former resident;

· ***Tribunal***—the Residential Tenancies Tribunal continued in existence under the *Residential Tenancies Act 1995*.

Subclauses (2) to (4) are definitional clauses intended to clarify meaning.

Under subclause (2), if the Act provides for something to be done within a specified period from a particular day, the period is not taken to include the particular day.

Under subclause (3), if the Act provides that action may be taken after the expiration of a specified period of days, the period means a period of clear days.

Subclause (4) clarifies that a residential park agreement includes an agreement granting a corporation a right in respect of a dwelling that is occupied, or intended to be occupied as a place of residence by a natural person.

4—Presumption of periodicity in case of short fixed terms

This clause provides for a presumption of periodic tenancy (ie. renewable on expiry of each period) for residential park agreements entered into for a short fixed term (90 days or less) unless the park owner establishes that—

(a) the resident genuinely wanted an agreement ending at the end of the short fixed term and the term was fixed at the resident's request; or

(b) the park owner gave the resident a warning notice in a form approved by the Commissioner and the resident signed a statement in a form approved by the Commissioner to the effect that the resident did not expect to continue in occupation beyond that term.

5—Application of Act

Subclause (1) provides that the Act applies only to agreements conferring on a person a right to occupy a dwelling in a residential park if the dwelling is or is to be the person's principal place of residence. Subclause (2) provides that evidence taken from the electoral roll that a persons' principal place of residence is the residential park is proof of that fact in the absence of proof to the contrary.

Subclause (3) provides that the Act does not apply to genuine holiday occupancy agreements. Subclause (4) states what does not constitute a holiday occupancy agreement, namely an agreement for 60 days or longer or 2 or more agreements of consecutive terms adding up to 60 days or longer, while subclause (5) provides that evidence that a person has occupied a dwelling in a residential park for 60 days or longer is proof that it is not a holiday occupancy agreement in the absence of proof to the contrary. Under subclause (6), a term in an agreement stating that a right to occupy a dwelling in the park is conferred by the agreement for a holiday is not sufficient evidence of a holiday occupancy agreement.

Subclause (7) sets out the agreements that the Act does not apply to, namely, those giving a right of occupancy in—

· a hotel or motel;

· an educational institution, college, hospital or nursing home;

· club premises;

· a home for aged, disabled persons administered by an eligible organisation under the *Aged or Disabled Persons Care Act 1954* of the Commonwealth;

· a retirement village within the meaning of the *Retirement Villages Act 1987*;

· a supported residential facility within the meaning of the *Supported Residential Facilities Act 1992*;

· premises prescribed by regulation, or premises of a class prescribed by regulation.

Also not covered by the Act are agreements under which a person boards or lodges with another, an agreement for the sale of land or a dwelling, or both, that confers a right to occupy the land or dwelling, or both, on a party to the agreement, a mortgage or an agreement prescribed by the regulations.

Part 2—Park rules and residents committees

6—Park rules

Subclauses (1) and (2) set out the power of a park owner to make rules about the use, enjoyment, control and management of the park in relation to the following areas:

· the use of common areas and the operation of common area facilities;

· the making and abatement of noise;

· the carrying on of sporting and other recreational activities;

· the speed limits for motor vehicles;

· the parking of motor vehicles;

· the disposal of refuse;

· the keeping of pets;

· maintenance standards for dwellings installed or located in the residential park by residents, as they affect the general amenity of the park;

· the landscaping and maintenance of sites for dwellings;

· the terms of any sub-tenancy managing agent agreements between the park owner and residents;

· limiting who may become residents to persons who are over the age of 50 years;

· other things prescribed by regulation.

Subclause (3) provides that if park rules relate to the terms of a sub-tenancy managing agent agreement, they must include rules approved by the Commissioner as model rules.

Park rules will be void to the extent that they are inconsistent with this Act or any other Act or law, or an approved model rule.

The *Subordinate Legislation Act 1978* does not apply to park rules. This means that they are not subject to the requirement of that Act for rules to be laid before both Houses of Parliament.

7—Residents committees

This clause sets out the rights of residents in a residential park to form a residents committee. The committee must consist of residents from no fewer than 5 different occupied sites. Subclause (3) sets out the rights of residents to participate in any organisation of residents of that park (including the residents committee) or of residents of residential parks generally. Subclause (4) makes it unlawful for a park owner to interfere with residents' rights under the clause, with a maximum penalty of $1 250 for contravening that provision.

8—Amendment of park rules

This clause deals with amendments (variations, additions or revocation) of park rules. Amendments are permitted if in writing and after consultation with any residents committee. Amendments come into force 14 days after each resident has been given notice of the amendments.

9—Application to Tribunal if park rules are considered unreasonable

This clause sets out residents' rights in relation to unreasonable park rules, namely residents from a majority of the occupied sites can make a joint application to the Tribunal which in turn may declare a rule to be reasonable or unreasonable or change the rule in order to make it reasonable. A declaration of unreasonableness renders a park rule void.

Part 3—Formation of residential park agreements

Division 1—Entering into residential park agreements

10—Residential park agreement to be in writing

This clause provides that a residential park agreement must be in writing. A residential park agreement must contain terms prescribed by the Act and any terms prescribed by the regulations as standard terms. Information required to be included by a standard term must be properly included for the term to form part of the site agreement. Subclause (4) sets out the formal requirements of a site agreement, namely it must—

· be written in a clear and precise way;

· precisely identify the site;

· state—

(i) the park owner's full name and address for service of documents; and

(ii) if the park owner is a company—the address of the registered office of the company; and

(iii) the resident's full name and place of occupation;

· be signed by the parties.

If a site agreement does not comply with these requirements, the park owner is guilty of an offence attracting a maximum penalty of $750 or an expiation fee of $105.

11—Copies of written agreements

This clause relates to the provision of copies of written residential park agreements or a document recording its terms. The park owner must ensure that a resident receives a copy of such an agreement or document when the resident signs it and if unsigned by the park owner, ensure that within 14 days after the resident gives it back to the park owner for signing, a fully executed copy is delivered to the resident. The maximum penalty for failing to do so is $750 or an expiation fee of $105.

12—Agreements incorporate park rules

This clause provides that the park rules form terms of every residential park agreement.

13—Cost of preparing written agreement

This clause requires the cost of preparing a written residential park agreement to be borne by the park owner.

14—Information to be provided by park owners to residents

Under subclause (1), a park owner must provide a resident (either before or at the time of entering into a residential park agreement) with the following:

· a copy of any park rules in force for the residential park; and

· a copy of an information notice in the form approved by the Commissioner; and

· a written notice stating—

(i) the park owner's full name and address for service of documents; and

(ii) if the park owner is a company—the address of the registered office of the company; and

(iii) contact details for a person who is to carry out emergency repairs to the rented property or common area facilities of the park.

Subclause (2) sets out a park owner's obligation to provide residents with instructions as to the use of appliances and devices in the park.

Subclause (3) sets out details that must be provided to residents by new park owners, namely:

· the full name and address for service of documents of the new park owner;

· if the new park owner is a company—the address of the registered office of the company;

· contact details for persons who are to carry out emergency repairs to the rented property or common area facilities of the park.

The park owner must also notify residents of a change of name or contact details that the owner is required to provide under the clause, within 14 days of the change.

Failure to provide a resident with any of the matters required is an offence attracting a maximum penalty of $750 or an expiation fee of $105.

15—False information from resident

This clause makes it an offence (attracting a maximum penalty of $750 or an expiation fee of $105) for a resident to give a park owner false information about the resident's identity or place of occupation.

16—Non-compliance not to affect validity or enforceability

A residential park agreement is not rendered void or unenforceable by non-compliance with a requirement of the Part.

Division 2—Discrimination against residents with children

17—Discrimination against residents with children

This clause makes it an offence (attracting a maximum penalty of $1 250) to refuse to enter into, to instruct a person to refuse to enter into, or to state or advertise an intention not to enter into, a residential park agreement on the grounds that it is intended that a child should live on the rented property. The exceptions are where:

- the park owner or park manager resides in or adjacent to the dwelling in respect of which the agreement relates; or
- the park rules state that park occupancy is restricted to residents aged 50 years or over; or
- circumstances prescribed by regulation apply.

Part 4—Mutual rights and obligations of park owners and residents

Division 1—Rents and other charges

18—Permissible consideration for residential park agreement

This clause makes it an offence (attracting a maximum penalty of $750) for a person to ask for or receive anything other than rent or a bond from a resident in respect of a residential park agreement. The exception is that a park owner may ask for statutory or other charges relating to the rented property (see Division 10).

19—Rent in advance

This clause makes it an offence (attracting a maximum penalty of $750 or an expiation fee of $105) for a person who:

- demands or requires more than 2 weeks' rent under a residential park agreement before the end of the first 2 weeks of the occupancy period;
- requires a further payment of rent before the end of the last period for which rent has been paid;
- asks for a post-dated cheque or other post-dated negotiable instrument for rental payment.

20—Method of payment of rent

Under this clause, a park owner must not require rent to be personally collected from the rented property unless an alternative arrangement for collection has been offered but declined by the resident. A contravention of this provision is an offence attracting a maximum penalty of $750 or an expiation fee of $105.

21—Variation of rent

This clause permits a park owner to increase rent by giving written notice to the resident specifying the date from which the increase takes effect. Such an increase—

- is possible subject to the terms of the residential park agreement; or
- in the case of a fixed term agreement—is prohibited unless specifically permitted under the agreement; or
- cannot occur before 12 months after the date of the agreement or last increase and unless at least 60 days' notice is given; or
- if the rent is fixed under a housing improvement notice and the notice is revoked—is possible if notice is given within 60 days after the revocation and the new rent not charged until at least 14 days after the notice is given.

Under subclauses (4) and (5), rent may be reduced by mutual agreement between the park owner and the resident or as a temporary measure in order to revert to the level that would have otherwise applied at the end of a specified period.

Subclause (6) provides that a variation of rent under the clause results in the variation of the terms of the agreement.

Subclause (7) provides that the clause does not affect the operation of a provision of an agreement with built-in rent variation provisions.

Under subclause (8), the clause applies to successive agreements between the same parties relating to the same site as if they were a single agreement unless 12 months or more have elapsed since rent for the property was fixed or last increased.

22—Excessive rent

This clause enables park residents to seek relief if they consider a proposed increase in their rent (including a statutory charge under Division 10) to be excessive. Such a resident may apply to the Tribunal for a declaration that the proposed rent is excessive. The Tribunal must have regard to the following matters in making its decision:

- the general level of rents for comparable rented properties in the same or similar localities;
- the estimated capital value of the rented property at the date of the application;
- the outgoings for which the park owner is liable under the agreement;
- the estimated cost of services provided by the park owner and the resident under the agreement;
- the nature and value of furniture, equipment and other personal property provided by the park owner for the resident's use;
- the state of repair and general condition of the rented property;
- the amenity and standard of the common areas of the residential park;
- other relevant matters.

If the Tribunal finds the increased rent to be excessive, it may, by order, fix the rent payable and also fix a period (which cannot exceed 1 year) for which the order is to remain in force. The Tribunal may also vary or revoke such orders if satisfied that it is just to do so.

If a park owner charges more rent that the amount ordered by the Tribunal, he or she is guilty of an offence attracting a maximum penalty of $1 250.

23—Park owner's duty to keep proper records of rent

This clause requires a park owner to ensure that a proper record is kept of rent paid under an agreement with failure to do so an offence attracting a maximum penalty of $750 or an expiation fee of $105. The clause also makes it an offence attracting a maximum penalty of $1 250 to falsify the record.

24—Duty to give receipt for rent

This clause provides that a receipt for rent must be provided within 48 hours of payment specifying the following details:

- the date on which the rent was received;
- the name of the person paying the rent;
- the amount paid;
- the period of occupancy to which the payment relates;
- the address of the rented property to which the payment relates.

Failure to do so is an offence attracting a maximum penalty of $750 or an expiation fee of $105.

An exception to this is if the rent is paid into the park owner's or his or her agent's ADI and the park owner or agent keeps a written record of the details listed above.

25—Accrual and apportionment of rent

This clause specifies that rent under an agreement accrues from day to day and that if rent is paid in advance, should the agreement end before the period for which rent has been paid, the park owner must refund the proportion of the amount paid or apply it towards other liabilities of the resident.

26—Abolition of distress for rent

This clause specifically removes the right of a park owner to keep goods of a resident pending payment of unpaid rent.

Division 2—Bonds

27—Bond

Under this clause, only one bond may be required for the same agreement and a bond cannot exceed 4 weeks' rent (based on the weekly rent or, if variable, the lowest weekly rent, payable during the first 6 months of occupancy under the agreement). Contravention of this provision is an offence attracting a maximum penalty of $1 250.

28—Receipt of bond and transmission to Commissioner

This clause requires a receipt containing specified details to be given for a bond within 48 hours of its payment, and the bond to be lodged, and notice (in the form approved by the Commissioner) to be given to the Commissioner within 7 days. Failure to do so is an offence attracting a maximum penalty of $1 250 or an expiation fee of $160.

29—Repayment of bond

This clause enables a bond to be repaid in full or in part to the resident or the park owner on application in a form approved by the Commissioner. If the application is undisputed, the Commissioner must repay the bond as specified in the application.

The clause further sets out how disputed applications are dealt with, namely if a respondent who has been given written notice of the application does not give the Commissioner written notice of dispute within 10 days, the Commissioner may pay the bond amount as specified in the application.

If, however, the respondent does give written notice of dispute in time, the Commissioner must refer the dispute to the Tribunal.

Subclause (7) sets out the circumstances under which an application will be considered undisputed, namely if—

- it is a joint application by the park owner and the resident;
- it is an application by the park owner for payment of the whole amount to the resident;
- it is an application by the resident for payment of the whole amount to the park owner.

The term "respondent" is clarified to mean—

- if the application was made by the park owner—the resident;
- if the application was made by the resident—the park owner.

Division 3—Resident's entitlement to possession and quiet enjoyment

30—Vacant possession etc

This clause specifies that vacant possession and absence of legal impediment to a resident's occupation are terms of a residential park agreement.

31—Quiet enjoyment

This clause specifies that the right of a resident to quiet enjoyment and the park owner's duty to prevent interference with that right is a term of a residential park agreement.

Subclause (2) makes it an offence attracting a maximum penalty of $2 500 for a park owner to contravene such a term in circumstances amounting to harassment of the resident and a park owner may be prosecuted for the offence in addition to incurring a civil liability for breach of the agreement.

Division 4—Residential park tenancy agreement—security of dwelling

32—Residential park tenancy agreement—security of dwelling

This clause provides that the park owner's and resident's duty in respect of providing, maintaining, adding, altering and removing locks is a term of a residential park tenancy agreement.

Subclause (2) makes it an offence attracting a maximum penalty of $1 250 for a park owner, park owner's agent or resident, without reasonable excuse, to contravene such a term and a park owner or resident may be prosecuted for the offence in addition to incurring a civil liability for breach of the agreement.

Division 5—Access to residential park

33—Access to residential park

This clause specifies that the provision of the following access by the park owner to a resident is a term of a residential park agreement:

- 24 hour vehicular access for the resident to the rented property;
- 24 hour access for the resident to the park and bathroom and toilet facilities of the park;
- access during all reasonable hours for the resident to any other common area facilities.

The clause further specifies that it is a term of the residential park agreement that the park owner provide access (at the commencement of the agreement or after any change to security arrangements) where locks or security devices restrict entry to areas that the resident has a right of access to, and that the park owner maintain the locks and other security devices in working order.

Subclause (3) makes it an offence attracting a maximum penalty of $1 250 for a park owner, without reasonable excuse, to contravene such a term and a park owner may be prosecuted for the offence in addition to incurring a civil liability for breach of the agreement.

Division 6—Park owner's obligations in relation to condition of rented property and common areas

34—Cleanliness

This clause provides that it is a term of a residential park agreement for a park owner to ensure that rented properties are reasonably clean on commencement of occupation, that common areas and garden or other areas are reasonably clean, and that garbage in the park is collected regularly.

35—Park owner's obligation to repair

This clause provides that it is a term of a residential park agreement that the park owner must ensure that rented properties are in a reasonable state of repair, that he or she must comply with statutory requirements affecting rented properties and common areas of the park and that, if repairs are required to common area bathroom, toilet or laundry facilities, he or she must keep disruption to the residents to a minimum, and provide temporary substitute facilities.

The obligation to repair applies even though the resident had notice of the state of disrepair before occupation.

To be in breach of the term, the park owner must know about the defect and fail to act with reasonable diligence to have the defect repaired.

A park owner has no duty to repair a rented property in respect of which a housing improvement notice fixing the maximum rent for the property applies.

Subclause (4) sets out the circumstances in which a resident may take repairs into his or her own hands and subsequently recover the costs from the park owner. These are if—

- the property is in a state of disrepair that does not arise from a contravention of the residential park agreement by the resident; and
- the state of disrepair is, unless remedied, likely to result in personal injury or damage to property or undue inconvenience; and
- the resident notifies the park owner of the state of disrepair or makes a reasonable attempt to do so; and
- the resident incurs costs in having the state of disrepair remedied; and
- the repairs are carried out by a person who is licensed to carry out the necessary work and the person provides the park owner with a report on the work carried out and the apparent cause of the state of disrepair.

However, a resident has no right of recovery from a park owner in respect of repairs carried out to a property subject to a housing improvement notice fixing the maximum rent for the property.

Subclause (6) provides that the obligation to repair includes the obligation to maintain all trees in the park in a safe condition.

Division 7—Resident's obligations in relation to rented property and common areas

36—Resident's responsibility for cleanliness and damage

This clause makes it a term of a residential park agreement for a resident—

- to keep the rented property in a reasonable state of cleanliness; and
- to notify the park owner of damage to the rented property; and
- to notify the park owner of damage to any common area of the residential park caused by the resident or a person permitted on the rented property or the park by the resident; and
- not to intentionally or negligently cause or permit damage to the rented property or any common area of the residential park.

It is an offence attracting a maximum penalty of $2 500 for a resident to intentionally cause serious damage to the rented property or common areas of the park and a resident may be prosecuted for the offence in addition to incurring a civil liability for breach of the agreement.

It is a term of the agreement for the resident to give the rented property back to the park owner in reasonable condition and reasonable state of cleanliness taking into account its condition on commencement of occupation and reasonable wear and tear since then.

37—Residential park tenancy agreement—alteration of rented property

This clause makes it a term of a residential park tenancy agreement for—

- a resident to obtain the park owner's consent before affixing a fixture or making alterations or additions to the rented property or removing a fixture from the property; and
- a resident to notify the park owner of damage caused when removing a fixture and, if the park owner requests, to repair the damage or compensate the park owner for reasonable costs of repair; and
- the park owner not to unreasonably withhold consent or not to make a charge for giving consent or

considering an application for consent exceeding the park owner's reasonable expenses; and

· the park owner, at the resident's request, to compensate the resident for the reasonable value of a fixture if the park owner originally consented in writing to the resident affixing the fixture and has subsequently withheld consent to remove it.

38—Residential park site agreement—alterations on site

This clause makes it a term of a residential park site agreement for—

· a resident to make any alterations or additions to the exterior of the dwelling or add new structures without obtaining the park owner's written consent; and

· the park owner not to unreasonably withhold consent or not to make a charge for giving consent or considering an application for consent exceeding the park owner's reasonable expenses.

Division 8—Resident's conduct on rented property

39—Resident's conduct

This clause makes it a term of a residential park agreement for the resident not to—

· use the rented property or common areas of the residential park, or cause or permit such places to be used, for an illegal purpose; and

· cause or permit a nuisance; and

· cause or permit an interference—

(i) with the reasonable peace, comfort or privacy of other residents in their use of rented property or with their reasonable use or enjoyment of common areas; or

(ii) with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the residential park.

Division 9—Park owner's right of entry

40—Residential park tenancy agreement—right of entry

This clause makes it a term of a residential park tenancy agreement for a park owner to be permitted to enter the rented property if (and only if)—

· the entry is made in an emergency (including in order to carry out urgent repairs or avert danger to life or valuable property); or

· the entry is made at a time previously arranged with the resident (but not more frequently than once every week) for the purpose of collecting the rent); or

· in a case where the resident is required under Division 10 to pay charges based on the level of the water, electricity or gas consumption at the rented property—the entry is for the purpose of reading the relevant meter; or

· the entry is made at a time previously arranged with the resident (but not more frequently than once every 3 months) for the purpose of inspecting the rented property; or

· the entry is made for the purpose of carrying out necessary repairs or maintenance at a reasonable time of which the resident has been given at least 48 hours written notice; or

· the entry is made for the purpose of showing the rented property to prospective residents, at a reasonable time and on a reasonable number of occasions during the period of 14 days preceding the termination of the agreement, after giving reasonable notice to the resident; or

· the entry is made for the purpose of showing the rented property to prospective purchasers, at a reasonable time and on a reasonable number of occasions, after giving the resident reasonable notice; or

· the entry is made for a purpose not referred to above and the park owner gives the resident written notice stating the purpose and specifying the date and time of the proposed entry not less than 7 and not more than 14 days before entering the rented property; or

· the entry is made with the consent of the resident given at, or immediately before, the time of entry; or

· the park owner reasonably believes that the resident has abandoned the rented property.

41—Residential park site agreement—right of entry

This clause makes it a term of a residential park site agreement for the park owner to be allowed to enter the rented property if (and only if)—

· the entry is made in order to avert danger to life or valuable property; or

· in a case where the resident is required under Division 10 to pay charges based on the level of the water, electricity or gas consumption at the rented property—the entry is for the purpose of reading the relevant meter; or

· the entry is made, at a reasonable time and on a reasonable number of occasions, for the purpose of ensuring compliance by the park owner with statutory requirements relating to separation distances between structures on neighbouring sites and removal of hazardous materials; or

· the entry is made, at a reasonable time and on a reasonable number of occasions, for the purpose of lawn or grounds maintenance in a case where the resident agreed to such an arrangement when entering into the residential park site agreement; or

· the entry is made with the consent of the resident given at, or immediately before, the time of entry; or

· the entry is made in accordance with the regulations.

42—Manner of exercise of right of entry

This clause makes it a term of a residential park agreement for a park owner exercising a right of entry under the Division not to act in an unreasonably intrusive manner on the rented property and to limit entry to areas of the property to which access is reasonably required, and not to remain longer than reasonably necessary.

Division 10—Statutory and other charges in respect of rented property

43—Statutory and other charges in respect of rented property

This clause makes it a term of a residential park agreement for the park owner to bear all the statutory charges imposed on the rented property.

However, the park owner may, by a term of the agreement, require bottled gas and separately metered water, electricity and gas charges (based on consumption at the resident's property) and charges prescribed by regulation to be met by the resident.

Subclause (3) enables regulations to be made providing that a resident need not pay such charges unless, on request by the resident, the park owner provides specified information evidencing the details of the charges.

Division 11—Resident's vicarious liability

44—Vicarious liability

This clause makes a resident vicariously liable for acts or omissions by persons who are present on the rented property at the invitation or with the consent of the resident, which, if caused by the resident, would have constituted a breach of the agreement.

Division 12—Harsh or unconscionable terms

45—Harsh or unconscionable terms

This clause enables the Tribunal, on application by a resident, to make an order rescinding or varying a term of a residential park agreement if satisfied that the term is harsh or unconscionable. The Tribunal may also make consequential changes to the agreement or another related document.

Division 13—Miscellaneous

46—Accelerated rent and liquidated damages

Subclause (1) makes void a term of an agreement that purports to require the payment of a financial penalty on breach by the resident of a term about rent or any other term of the agreement.

A term of an agreement that offers a financial or other incentive for early or punctual payment of rent will operate regardless of whether early or punctual payment occurs.

Under subclause (3), a park owner is guilty of an offence attracting a maximum penalty of $1 250 if an agreement contains such terms.

47—Duty of mitigation

This clause ensures the operation of the rules of contract law relating to mitigation of loss or damage on breach where there is a breach of a term of a residential park agreement.

Part 5—Assignment of residential park agreements

48—Assignment of residential park agreement

This clause enables residents to assign their interest in a residential park agreement (whether in writing or by oral agreement) to another person.

Subclause (2) further provides that—

- the park owner must have given written consent to such an assignment; and
- the park owner must not unreasonably withhold consent and must not make a charge for such consent above and beyond the park owner's reasonable expenses.

A park owner will, under subclause (3), be taken to have consented to an assignment if he or she has not consented to an assignment within 7 days after receiving from the resident a notice of the assignment and a request to consent.

The absence of consent does not invalidate an assignment, however, under subclause (5), if consent was not obtained, the resident who assigns the interest remains jointly and severally liable with the new resident to the park owner under the agreement unless the park owner has unreasonably withheld consent.

This continuing liability on the part of the resident does not apply in relation to periodic tenancies where the liability accrues more than 21 days after the park owner became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).

If the park owner's consent to an assignment is not obtained and the park owner had, before the assignment, served a notice of termination on the assignor, the park owner may enforce the notice against the assignee.

The park owner may terminate a residential park agreement where the resident assigns his or her interest without the park owner's consent, but only if the park owner has not unreasonably withheld consent and serves the notice of termination within 21 days after the time the park owner became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).

An assignment has the effect of substituting the assignee for the resident under the agreement but the assignor remains responsible for liabilities accruing before the assignment.

If the assignee breaches a term of the agreement, the assignee is liable to indemnify the assignor for liabilities incurred by the assignor to the park owner as a result of the breach.

If the resident assigns his or her interest, the bond paid by the resident will (unless otherwise agreed) be held as a bond for the proper performance by the assignee of obligations under the agreement.

Part 6—Residential park site agreement—sale of dwelling on-site

49—Residential park site agreement—sale of dwelling on-site

This clause includes as terms of a residential park site agreement the right of a resident to sell the dwelling installed or located on the site to which the agreement relates while the dwelling is in place on the site, and the obligation on the resident to notify the park owner of the resident's intention to offer the dwelling for sale before displaying a "for sale" sign in or on the dwelling or site.

Under subclause (2), a park owner or his or her agent who hinders (including by stopping potential buyers from inspecting the dwelling), or attempts to hinder, the sale of a dwelling by a resident in accordance with one of those terms or prevents, or attempts to prevent, the display by a resident of a "for sale" sign in or on a dwelling or site for the purpose of selling the dwelling in accordance with those terms is guilty of an offence attracting a maximum penalty of $2 500.

A park owner does not contravene subclause (2) in relation to the proposed sale of a dwelling if the park owner has reasonably refused to consent to a proposed assignment of the resident's interest in the agreement relating to the site.

Part 7—Sub-tenancy agreements

50—Sub-tenancy agreements

This clause permits a resident to enter into a sub-tenancy agreement (whether written or oral) with another person in respect of the site and the dwelling on the site (whether a dwelling was made available by the park owner or installed or located on the site by the resident).

However, a subtenancy agreement is not permitted unless—

- the park owner has park rules in force defining the terms (as to payment or any other matter) on which the park owner will act as managing agent for residents under sub-tenancy agreements and the services to be provided by the park owner; and
- the park owner has consented to the making of the sub-tenancy agreement; and
- the resident has entered into a ***sub-tenancy managing agent agreement*** with the park owner under which the park owner will act as managing agent under the sub-tenancy agreement.

If a resident enters into a sub-tenancy agreement and a sub-tenancy managing agent agreement, a reference in the measure to a park owner, in relation to the sub-tenancy agreement includes a reference to both the park owner acting as managing agent for the resident in relation to the sub-tenancy agreement and the resident.

Part 8—Termination of residential park agreements

Division 1—Termination generally

51—Termination of residential park agreement

A residential park agreement terminates if—

- the park owner or the resident terminates the agreement by notice of termination given to the other; or
- the Tribunal terminates the agreement; or
- a person having title superior to the park owner's title becomes entitled to possession of the rented property under the order of the Tribunal or a court; or
- a mortgagee takes possession of the rented property under a mortgage; or
- the resident abandons the rented property; or
- the resident dies without leaving dependants in occupation of the rented property; or
- the resident gives up possession of the rented property with the park owner's consent; or
- the interest of the resident merges with another estate or interest in the land; or
- disclaimer occurs.

52—Agreement for fixed term continues if not terminated

If a residential park agreement for a fixed term has not terminated at or before the end of the fixed term, the agreement continues—

- as residential park agreement for a periodic tenancy with a tenancy period equivalent to the interval between rental payment times under the agreement; and
- with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.

53—Termination of agreement for periodic tenancy

A notice terminating a residential park agreement for a periodic tenancy under this Part is not ineffectual because—

- the period of notice is less than would have been required at law; or
- the day on which the agreement is to end is not the last day of a period of the tenancy.

54—Limitation of right to terminate

If rented property is subject to a housing improvement notice or an order is in force under clause 22 in respect of rented property or proceedings for such an order have been commenced, the park owner may only terminate the residential park agreement by notice of termination if the notice is given on a specified ground, and the Tribunal authorises the notice of termination.

Subclause (2) provides that the clause does not apply to a notice of termination given by the park owner to terminate an agreement for a fixed term at the end of the fixed term.

The Tribunal may authorise a notice of termination if satisfied of the genuineness of the proposed ground on which the notice is to be given.

Division 2—Residential park tenancy agreements—termination by parties

Subdivision 1—Termination by park owners

55—Termination for breach of agreement

If the resident breaches a residential park tenancy agreement, the park owner may give the resident a written notice specifying the breach and informing the resident that if the breach is not remedied within a specified period, then the agreement is terminated and the resident must give up vacant possession of the rented property before the end of the next day.

If notice is given on the ground of a failure to pay rent—

· the notice is ineffectual unless the rent (or any part of it) has remained unpaid in breach of the agreement for not less than 7 days before the notice was given; and

· the notice is not rendered ineffectual by failure by the park owner to make a prior formal demand for payment of the rent.

If notice is given in relation to a fixed term agreement, the notice is not ineffectual because the day specified as the day on which the resident is to give up vacant possession of the rented property is earlier than the last day of that term.

The resident may at any time after receiving a notice and before giving vacant possession to the park owner, apply to the Tribunal for an order—

· declaring that the resident is not in breach of the residential park agreement, or has remedied the breach of the agreement, and that the agreement is not liable to be terminated; or

· reinstating the agreement.

The Tribunal may make an order reinstating the agreement if satisfied that the agreement has been validly terminated, but that it is or would, under certain circumstances be just and equitable to reinstate the agreement.

An order reinstating the agreement may be made on conditions that the Tribunal considers appropriate.

On an application for an order reinstating the agreement, the Tribunal may make alternative orders providing for reinstatement of the agreement if specified conditions are complied with but, if not, ordering the resident to give up vacant possession of the rented property to the park owner.

56—Termination where successive breaches of agreement

A park owner may, by notice of termination given to the resident, terminate a residential park tenancy agreement on the ground that the resident has breached a term of the agreement and had committed breaches of the same term of the agreement on at least 2 previous occasions and been given separate notice under clause 55 in respect of each of those breaches. Subject to subclause (3), the period of notice must be at least 14 days.

Subclause (3) provides that if notice is given for failure to pay rent—

· the notice is ineffectual unless the rent (or any part of it) has remained unpaid in breach of the agreement for not less than 7 days before the notice was given; and

· the notice is not rendered ineffectual by failure by the park owner to make a prior formal demand for payment of the rent; and

· the period of notice must be at least 7 days.

57—Termination where serious misconduct by resident

A park owner may, by notice of termination given to the resident, terminate an agreement on the ground that the resident, or a person permitted on the rented property with resident's consent, has intentionally or recklessly caused or permitted, or is likely to cause or permit—

· personal injury to the park owner or the park owner's agent or a person in the residential park or in the vicinity of the residential park; or

· serious damage to the rented property or other property in the park; or

· serious interference—

(i) with the reasonable peace, comfort or privacy of other residents in their use of rented property or their reasonable use or enjoyment of common areas; or

(ii) with the reasonable peace, comfort or privacy of persons residing in the immediate vicinity of the park.

A notice may terminate the agreement immediately.

58—Termination where periodic tenancy and sale of rented property

A park owner may, by notice of termination given to the resident, terminate a residential park tenancy agreement for a periodic tenancy on the ground that the park owner has entered into a contract for the sale of the rented property or the dwelling and is required under the contract to give vacant possession of the property or the dwelling. The period of notice must be at least 28 days or a period equivalent to a single period of the tenancy (whichever is the longer).

It is an offence attracting a maximum penalty of $2 500 for a person to falsely state the ground of termination in such a notice.

It is also an offence attracting a maximum penalty of $2 500 for a park owner who recovers possession of rented property, without the consent of the Tribunal, to enter into a residential park tenancy agreement with any person in relation to the same rented property within 6 months after recovering possession.

59—Termination where periodic tenancy and no specified ground of termination

A park owner may, by notice of termination given to the resident, terminate a residential park tenancy agreement for a periodic tenancy without specifying a ground of termination.

However, an agreement cannot be terminated if the rented property is subject to a housing improvement notice or an order is in force under clause 22 in respect of the property or proceedings for such an order have been commenced.

The period of notice must be at least 60 days or a period equivalent to a single period of the tenancy (whichever is the longer).

60—Termination at end of fixed term

A park owner may, by notice of termination given to the resident, terminate a residential park tenancy agreement for a fixed term at the end of the fixed term without specifying a ground of termination. The period of notice must be at least 28 days.

61—Termination where agreement frustrated

A park owner may, by notice of termination given to the resident, terminate a residential park tenancy agreement on the ground that, otherwise than as a result of a breach of the agreement, the rented property or a substantial portion of it—

· has been destroyed or rendered uninhabitable; or

· has ceased to be lawfully usable for residential purposes; or

· has been acquired by compulsory process.

A notice given by reason other than compulsory acquisition may terminate the agreement immediately whereas a notice given by reason of compulsory acquisition must provide for a period of notice of at least 60 days.

Subdivision 2—Termination by residents

62—Termination for breach of agreement

If the park owner breaches a residential park tenancy agreement, the resident may give the park owner a written notice specifying the breach and informing the park owner that if the breach is not remedied within a specified period, the agreement is terminated and the resident will give up vacant possession of the rented property before the end of the next day.

The park owner may, before the time fixed in the termination notice or the resident gives up vacant possession of the property (whichever is the later), apply to the Tribunal for an order declaring that the park owner is not in breach of the agreement, or has remedied the breach of the agreement, and that the agreement is not liable to be terminated or for an order reinstating the agreement.

If the Tribunal is satisfied that an agreement has been validly terminated, but that it is, or would be, in certain circumstances, just and equitable to reinstate the agreement, the Tribunal may make an order reinstating the agreement.

An order reinstating the agreement may be made on conditions that the Tribunal considers appropriate.

63—Termination where successive breaches of agreement

A resident may, by notice of termination given to the park owner, terminate a residential park tenancy agreement on the ground that the park owner has breached a term of the agreement and had committed breaches of the same term of the agreement on at least 2 previous occasions and been given separate notice under clause 62 in respect of each of those breaches. The period of notice must be at least 14 days.

64—Termination where periodic tenancy and no specified ground of termination

A resident may, by notice of termination given to the park owner, terminate a residential park tenancy agreement for a periodic tenancy without specifying a ground of termination. The period of notice must be at least 21 days or a period equivalent to a single period of the tenancy (whichever is longer).

65—Termination at end of fixed term

A resident may, by notice of termination given to the park owner, terminate a residential park tenancy agreement for a

fixed term at the end of the fixed term without specifying a ground of termination. The period of notice must be at least 28 days.

66—Termination where agreement frustrated

A resident may, by notice of termination given to the park owner, terminate a residential park tenancy agreement on the ground that, otherwise than as a result of a breach of the agreement, the rented property or a substantial portion of it—

- has been destroyed or rendered uninhabitable; or
- has ceased to be lawfully usable for residential purposes; or
- has been acquired by compulsory process.

A notice given may terminate the agreement immediately.

Division 3—Residential park site agreements—termination by parties

Subdivision 1—Termination by park owners

67—Termination for breach of agreement

If a resident breaches a residential park site agreement, the park owner may give the resident a written notice in the form specifying the breach and informing the resident that if the breach is not remedied within a specified period, then the agreement is terminated and the resident must give up vacant possession of the rented property before the end of the next day.

If notice is given on the ground of a failure to pay rent—

- the notice is ineffectual unless the rent (or any part of the rent) has remained unpaid in breach of the agreement for not less than 7 days before the notice was given; and
- the notice is not rendered ineffectual by failure by the park owner to make a prior formal demand for payment of the rent.

If notice is given in respect of a fixed term site agreement, the notice is not ineffectual because the day specified as the day on which the resident is to give up vacant possession of the rented property is earlier than the last day of that term.

The resident may, at any time after receiving a notice and before giving vacant possession to the park owner, apply to the Tribunal for an order declaring that the resident is not in breach of the residential park agreement, or has remedied the breach of the agreement, and that the agreement is not liable to be terminated or for an order reinstating the agreement.

If the Tribunal is satisfied that a residential park site agreement has been validly terminated, but that it is or would be, under certain circumstances, just and equitable to reinstate the agreement, the Tribunal may make an order reinstating the agreement.

An order reinstating the agreement may be made on conditions that the Tribunal considers appropriate.

On an application for an order reinstating the agreement, the Tribunal may make alternative orders providing for reinstatement of the agreement if specified conditions are complied with but, if not, ordering the resident to give up vacant possession of the rented property to the park owner.

68—Termination where successive breaches of agreement

A park owner may, by notice of termination given to the resident, terminate a residential park site agreement on the ground that the resident has breached a term of the agreement and had committed breaches of the same term of the agreement on at least 2 previous occasions and been given separate notice under clause 67 in respect of each of those breaches. The period of notice given must be at least 28 days.

If notice is given on the ground of a failure to pay rent—

- the notice is ineffectual unless the rent (or any part of the rent) has remained unpaid in breach of the agreement for not less than 7 days before the notice was given; and
- the notice is not rendered ineffectual by failure by the park owner to make a prior formal demand for payment of the rent.

69—Termination where serious misconduct by resident

A park owner may, by notice of termination given to the resident, terminate a residential park site agreement on the ground that the resident, or a person permitted on the rented property with the consent of the resident, has intentionally or recklessly caused or permitted, or is likely to cause or permit—

- personal injury to the park owner or the park owner's agent or a person in the residential park or in the vicinity of the park; or
- serious damage to the rented property or other property in the park; or
- serious interference—

(a) with the reasonable peace, comfort or privacy of other residents in their use of rented property or their reasonable use or enjoyment of common areas; or

(b) with the reasonable peace, comfort or privacy of persons residing in the immediate vicinity of the park.

A notice may terminate the agreement immediately.

70—Termination where periodic tenancy and no specified ground of termination

A park owner may, by notice of termination given to the resident, terminate a residential park site agreement for a periodic tenancy without specifying a ground of termination. However, such an agreement cannot be terminated if an order is in force under clause 22 in respect of the rented property or proceedings for such an order have been commenced. The period of notice must be at least 90 days.

71—Termination at end of fixed term

A park owner may, by notice of termination given to the resident, terminate a fixed term residential park site agreement at the end of the fixed term without specifying a ground of termination. The period of notice must be at least 28 days.

72—Termination where agreement frustrated

A park owner may, by notice of termination given to the resident, terminate a residential park site agreement on the ground that, otherwise than as a result of a breach of the agreement, the rented property or a substantial portion of it—

- has been destroyed or rendered uninhabitable; or
- has ceased to be lawfully usable for residential purposes; or
- has been acquired by compulsory process.

A notice given under otherwise than by reason of compulsory acquisition may terminate the agreement immediately. A notice given by reason of compulsory acquisition must provide for a period of notice of at least 60 days.

Subdivision 2—Termination by residents

73—Termination for breach of agreement

If the park owner breaches a residential park site agreement, the resident may give the park owner a written notice specifying the breach and informing the park owner that if the breach is not remedied within a specified period, then the agreement is terminated and the resident will give up vacant possession of the rented property before the end of the next day.

The park owner may, before the time fixed in the resident's notice or the resident gives up vacant possession of the rented property (whichever is the later), apply to the Tribunal for an order declaring that the park owner is not in breach of the agreement, or has remedied the breach of the agreement, and that the agreement is not liable to be terminated or for an order reinstating the agreement.

If the Tribunal is satisfied that a residential park site agreement has been validly terminated, but that it is, or would be under certain circumstances, just and equitable to reinstate the agreement, the Tribunal may make an order reinstating the agreement.

An order reinstating the agreement may be made on conditions that the Tribunal considers appropriate.

74—Termination where successive breaches of agreement

A resident may, by notice of termination given to the park owner, terminate a residential park site agreement on the ground that the park owner has breached a term of the agreement and had committed breaches of the same term of the agreement on at least 2 previous occasions and been given separate notice under clause 73 in respect of each of those breaches. The period of notice given must be at least 14 days.

75—Termination where periodic tenancy and no specified ground of termination

A resident may, by notice of termination given to the park owner, terminate a residential park site agreement for a periodic tenancy without specifying a ground of termination. The period of notice must be at least 28 days or a period equivalent to a single period of the tenancy (whichever is longer).

76—Termination at end of fixed term

A resident may, by notice of termination given to the park owner, terminate a fixed term residential park site agreement at the end of the fixed term without specifying a ground of termination. The period of notice must be at least 28 days.

77—Termination where agreement frustrated

A resident may, by notice of termination given to the park owner, terminate a residential park site agreement on the ground that, otherwise than as a result of a breach of the agreement, the rented property or a substantial portion of it—

(a) has been rendered uninhabitable; or

(b) has ceased to be lawfully usable for residential purposes; or

(c) has been acquired by compulsory process.

A notice given may terminate the agreement immediately.

Division 4—Termination by Tribunal

78—Termination on application by park owner

The Tribunal may, on application by a park owner, terminate a residential park agreement and make an order for possession of the rented property if satisfied that the resident has committed a breach of the agreement and the breach is sufficiently serious to justify termination of the agreement.

79—Termination on application by resident

The Tribunal may, on application by a resident, terminate a residential park agreement and make an order for possession of the rented property if satisfied that the park owner has committed a breach of the agreement and the breach is sufficiently serious to justify termination of the agreement.

80—Termination based on hardship

If the continuation of a residential park agreement would result in undue hardship to the park owner or the resident, the Tribunal may, on application by the park owner or the resident, terminate the agreement from a specified date and make an order for possession of the rented property as from that day.

The Tribunal may also make an order compensating a park owner or resident for loss and inconvenience resulting, or likely to result, from the early termination of the agreement.

Division 5—Form of notices of termination

81—Form of notice of termination

A notice of termination given by a park owner to a resident must—

· be in writing and in the form approved by the Commissioner; and

· be signed by the park owner or his or her agent; and

· state the address of the rented property; and

· state the day on which the resident is required to give up vacant possession of the rented property to the park owner; and

· if the residential park agreement is to be terminated on a particular ground—specify and give reasonable particulars of the ground of termination; and

· include further information required by the Commissioner.

A notice of termination given by a resident to a park owner must—

· be in writing and in the form approved by the Commissioner; and

· be signed by the resident or his or her agent; and

· state the address of the rented property; and

· state the day on which the resident is to give up vacant possession of the rented property to the park owner; and

· if the residential park agreement is to be terminated on a particular ground—specify and give reasonable particulars of the ground of termination; and

· include any further information required by the Commissioner.

Division 6—Repossession of rented property

82—Order for possession

The Tribunal may, on application by the park owner, if satisfied that a residential park agreement has terminated, make an order for possession of the rented property.

The order for possession will take effect on a date specified by the Tribunal in the order, being a date not more than 7 days after the date of the order.

However, if the Tribunal, although satisfied that the park owner is entitled to an order for possession of the rented property, is satisfied by the resident that the grant of an order for immediate possession of the rented property would cause severe hardship to the resident, the Tribunal may—

· suspend the operation of the order for possession for up to 90 days; and

· extend the operation of the residential park agreement until the park owner obtains vacant possession of the rented property from the resident.

In extending the operation of the residential park agreement, the Tribunal may make modifications to the agreement that it considers appropriate (but the modifications cannot reduce the resident's financial obligations under the agreement except as may be appropriate for the recovery by the resident of any compensation payable to the resident).

If the resident fails to comply with an order for possession, the park owner is entitled to compensation for loss caused by that failure.

The Tribunal may, on application by the park owner, order the resident to pay to the park owner compensation to which the park owner is entitled under subclause (5).

83—Abandonment of rented property

The Tribunal may, on application by a park owner declare that a resident abandoned rented property on a day stated in the declaration and make an order for immediate possession of the rented property.

In deciding whether a resident has abandoned rented property, the following matters are to be considered:

· whether rent payable under the residential park agreement is unpaid;

· whether the dwelling is unoccupied and neglected;

· whether the resident's mail is being collected;

· reports from neighbours, or other persons, about the absence or whereabouts of the resident;

· whether electricity or other services to the rented property have been disconnected or terminated;

· whether the resident's personal effects have been removed from the rented property;

· any other matters the Tribunal considers relevant.

A resident is to be taken to have abandoned the rented property on the day stated in the declaration.

If a resident has abandoned rented property, the park owner is entitled to compensation for loss (including loss of rent) caused by the abandonment.

However, the park owner must take reasonable steps to mitigate any loss and is not entitled to compensation for loss that could have been avoided by those steps.

The Tribunal may, on application by the park owner, order the resident to pay to the park owner compensation to which the park owner is entitled.

84—Repossession of rented property

A person must not enter rented property for the purpose of taking possession of the rented property before, or after, the end of a residential park agreement unless the resident abandons, or voluntarily gives up possession of, the rented property; or the person is authorised to take possession of the rented property under the order of a court or the Tribunal.

Failure to comply with this clause is an offence attracting a maximum penalty of $2 500.

85—Forfeiture of head tenancy not to automatically end agreement

A person cannot take possession of rented property so as to defeat the resident's right to possession under the residential park agreement unless an order for possession of the property is made by a court or the Tribunal.

Under subclause (2), if a person is entitled to possession of rented property as against a person who granted a residential park agreement, a court before which proceedings for possession of the rented property are brought, or the Tribunal, may, on application by an interested person, vest the residential park agreement in the person who would, but for the agreement, be entitled to possession of the rented property so that the resident holds the rented property directly from that person as park owner.

An order may be made under subclause (2) on terms and conditions the court or Tribunal considers just.

Division 7—Enforcement of orders for possession

86—Enforcement of orders for possession

If an order for possession of rented property has been made by the Tribunal but has not been complied with, the registrar or a deputy registrar must, at the written or oral request of the

person in whose favour the order was made (or an agent of that person), direct a bailiff of the Tribunal to enforce the order.

A bailiff of the Tribunal must enforce an order for possession as soon as is practicable after being directed to do so if the bailiff has been paid prescribed fee (which may be retained by the bailiff).

A bailiff enforcing an order for possession of rented property may enter the property, ask questions and take all steps as are reasonably necessary for the purpose of enforcing the order.

In enforcing such an order, the bailiff is responsible for securing the removal of persons only and not property.

A police officer must, if requested by a bailiff, assist the bailiff in enforcing an order for possession.

In the exercise of the powers conferred by this clause, a bailiff may use the force that is reasonable and necessary in the circumstances.

A person who hinders or obstructs a bailiff in the exercise of the powers conferred by this clause commits an offence for which the maximum penalty is $2 500.

It is also an offence attracting a maximum penalty of $2 500 for a person questioned to refuse or fail to answer the question to the best of his or her knowledge, information and belief.

However, a person is not obliged to answer a question if to do so might tend to incriminate the person or to make him or her liable to a penalty, or would require the disclosure of information that is privileged under the principles of legal professional privilege.

Subclause (10) relieves a bailiff or a member of the police force assisting a bailiff of civil or criminal liability for an honest act or omission in carrying out or purportedly carrying out official functions under this clause.

Division 8—Retaliatory action by park owner

87—Retaliatory action by park owner

This clause applies to proceedings before the Tribunal—

- on an application by a park owner for an order for possession of rented property or for both termination of a residential park agreement and an order for possession of the rented property; or
- on an application by a resident for relief following receipt of a notice of termination (whether or not the residential park agreement has terminated by force of the notice).

If the Tribunal is satisfied that the park owner was motivated to make the application or give the notice of termination by action of the resident to complain to a government authority or secure or enforce the resident's rights as a resident, the Tribunal may, if the Tribunal considers it appropriate to do so in the circumstances of the case, do either or both of the following:

- refuse the park owner's application;
- make an order reinstating the residential park agreement on such conditions (if any) as the Tribunal considers appropriate.

If the resident alleges retaliatory action on the part of the park owner and the Tribunal is satisfied that the resident had, within the preceding 6 months, taken action to complain to a government authority or secure or enforce the resident's rights as a resident, the burden will lie on the park owner to prove that he or she was not motivated to make the application or give the notice of termination by the action of the resident.

Division 9—Resident to give forwarding address

88—Resident to give forwarding address

If a residential park agreement has terminated or a notice has been given under this Part that will terminate a residential park agreement, the resident must not fail, without reasonable excuse, to comply with a request of the park owner for the resident's forwarding address and must comply with the request immediately, or, if the address is not then known, as soon as practicable after it becomes known. Contravention of this clause is an offence for which the maximum penalty is $750 and the expiation fee, $105.

Division 10—Abandoned property

89—Abandoned property

This clause provides that the Division applies to property (***abandoned property***) that is left on a site by the resident after termination of the residential park agreement.

90—Offence to deal with abandoned property in unauthorised way

This clause makes it an offence attracting a maximum penalty of $2 500 for a park owner to deal with abandoned property otherwise than in accordance with this Division.

91—Action to deal with abandoned property other than personal documents

This clause applies to abandoned property other than personal documents.

Under subclause (2), the park owner may, at any the time after recovering possession of the site, remove and destroy or dispose of abandoned property consisting of perishable foodstuffs.

The following provisions of this clause apply subject to clause 93 if the abandoned property consists of or includes a dwelling installed or located on the site under a residential park site agreement or an item of property of a value or kind prescribed by regulation.

Under subclause (4), the park owner may, at any the time after recovering possession of the site, remove and destroy or dispose of abandoned property, other than perishable foodstuffs, if the value of the property is less than a fair estimate of the cost of removal, storage and sale of the property.

Under subclause (5), if there is any abandoned property (other than personal documents) on the site that may not be dealt with under subclause (2) or (4) (***valuable abandoned property***), the park owner must—

- as soon as practicable—

(i) give notice, in the form approved by the Commissioner, to the resident if the park owner has a forwarding address for the resident;

(ii) if the park owner does not have a forwarding address for the resident—publish notice, in the form approved by the Commissioner, in a newspaper circulating generally throughout the State;

(iii) if a person other than the resident has, to the knowledge of the park owner, an interest in the property and the person's name and address are known to, or reasonably ascertainable by, the park owner—give notice, in the form approved by the Commissioner, to that other person; and

- take reasonable steps to keep the property safe until at least 28 days after the giving of such notice.

A person who is entitled to possession of valuable abandoned property may reclaim the property by paying to the park owner the reasonable costs incurred by the park owner in dealing with the property in accordance with this Division and any other reasonable costs incurred by the park owner as a result of the property being left on the site.

If valuable abandoned property is not reclaimed within 28 days after the giving of notice under subclause (5), the park owner must, as soon as practicable after the end of that period, have the property sold by public auction.

The park owner may use reasonable force to gain entry to the property or remove or deal with it as reasonably necessary for the park owner's use of the site or the sale of the property.

On the sale of the property by public auction, the park owner—

- may retain out of the proceeds of sale—

(i) the reasonable costs incurred by the park owner in dealing with the property in accordance with this Division and any other reasonable costs incurred by the park owner as a result of the property being left on the site; and

(ii) any amounts owed to the park owner under the residential park agreement; and

- must pay the balance (if any) to the owner of the property, or if the identity and address of the owner are not known to, or reasonably ascertainable by, the park owner, to the Commissioner for the credit of the Fund.

If property is sold by public auction, the purchaser acquires a good title to the property which defeats—

- the resident's interest in the property; and
- the interest of any other person unless the purchaser has actual notice of the interest before purchasing the property.

If a dispute arises between a park owner and resident about the exercise of powers conferred by this clause, the Tribunal

may, on application by either party, make orders resolving the dispute.

92—Action to deal with abandoned personal documents

This clause applies to abandoned property consisting of personal documents.

The clause applies subject to clause 93 if the abandoned property also includes a dwelling installed or located on the site under a residential park site agreement or an item of property of a value or kind prescribed by regulation.

The park owner must—

- as soon as practicable, give notice, in the form approved by the Commissioner, to the resident if the park owner has a forwarding address for the resident; and
- take reasonable steps to keep the documents safe for at least 28 days.

Under subclause (4), if the personal documents are not reclaimed by the resident within 28 days, the park owner may destroy or dispose of the documents.

Subclause (4) applies subject to any Act relating to the preservation of records.

93—Action to deal with abandoned dwellings or prescribed items

This clause applies if there is abandoned property consisting of or including a dwelling installed or located on the site under a residential park site agreement or an item of property of a value or kind prescribed by regulation.

The park owner may not take any action to deal with such property unless the Tribunal has made an order for possession of the site.

The park owner must take reasonable steps to keep the property safe on the site pending the determination of proceedings before the Tribunal for an order for possession of the site.

If the Tribunal has made an order for possession of the site, clauses 91 and 92 apply in relation to the abandoned property, but in the application of clause 91 to the dwelling or item of property of a value or kind prescribed by regulation, the reference in that clause to 28 days is to be read as a reference to 60 days.

Part 9—Serious acts of violence

94—Park owner may give person notice to leave for serious act of violence

A park owner is empowered to require a resident or resident's visitor, by written notice, to leave the residential park immediately if the park owner has reasonable grounds to believe that—

- a serious act of violence by the resident or visitor has occurred in the park; or
- the safety of any person in the park is in danger from the resident or visitor.

A notice to leave must be given as soon as it is possible for the park owner to safely do so.

A park owner is prohibited from giving such a notice without reasonable grounds for doing so. A breach of this would attract a maximum penalty of $1 250.

A failure to leave a residential park in compliance with a notice would also attract a maximum penalty of $1 250.

95—Suspension of agreement

If a resident is given a notice to leave under this Part, the residential park agreement is suspended.

However, unless the Tribunal makes an order under clause 98, the resident will still be required to pay rent in respect of the period that the agreement is suspended.

96—Period of suspension

A suspension under this Part remains in force—

- until the end of 2 business days after it commences; or
- if an application is made under clause 98, until the Tribunal has heard and determined the application.

97—Entry to park prohibited during suspension

A resident whose agreement has been suspended under this Part is prohibited from entering the residential park during the period that the suspension is in force. A breach of this would attract a maximum penalty of $1 250.

98—Park owner may make urgent application to Tribunal

A park owner who has given a resident a notice to leave the residential park under this Part, may, within 2 business days, apply to the Tribunal for an order that the residential park agreement be terminated.

On hearing such an application, the Tribunal may—

- make an order terminating the residential park agreement as at the date of the order and make an order for possession of the rented property; or
- order that the suspension of the agreement cease and that the resident be allowed to resume occupation of the rented property under the agreement.

If the Tribunal orders that the suspension of the agreement is to cease and is satisfied that the park owner had no reasonable basis on which to have given the resident notice—

- the resident is not required to pay rent in respect of the period of the suspension; and
- the Tribunal may order that compensation be paid to the resident for either or both of the following:
  - (i) rent paid in respect of the period of suspension;
  - (ii) reasonable expenses incurred by the resident relating to the period of suspension.

99—Occupation of rented property pending application or hearing

A park owner is not to allow any third person to occupy the rented property during a period of suspension of a residential park agreement. A breach of this would attract a maximum penalty of $1 250.

Part 10—Residential Tenancies Tribunal

Division 1—Role of registrars and magistrates

100—Registrars may exercise jurisdiction in certain cases

This clause provides for the jurisdiction of the registrar or a deputy registrar.

101—Magistrates may exercise jurisdiction in certain cases

The jurisdiction of the Tribunal is conferred on magistrates subject to a scheme for the listing of matters before magistrates to be prescribed by the regulations.

Such regulations cannot be made except after consultation with the Presiding Member of the Tribunal and the Chief Magistrate.

Division 2—Proceedings before Tribunal

102—Constitution of Tribunal

The Tribunal is to be constituted of a single member and may, at any one time, be separately constituted for the hearing and determination of a number of separate matters.

103—Duty to act expeditiously

The Tribunal is required, where practicable, to hear and determine proceedings within 14 days and, if that is not practicable, as expeditiously as possible.

Division 3—Tribunal's jurisdiction

104—Jurisdiction of Tribunal

The Tribunal is given exclusive jurisdiction to hear and determine residential park disputes.

However, the Tribunal does not have jurisdiction to hear and determine a monetary claim for more than $40 000 unless the parties to the proceedings consent in writing (and such a consent will be irrevocable).

If a monetary claim is above the Tribunal's jurisdictional limit, the claim and any other claims related to the same residential park agreement may be brought in a court competent to hear and determine a claim founded on contract for the amount of the claim.

105—Application to Tribunal

This clause deals with the making of applications to the Tribunal.

Division 4—Mediation

106—Mediators

Provision is made for the appointment of mediators.

107—Referral of applications to mediation

The registrar or deputy registrar may refer an application, of a class prescribed by the regulations, to the Commissioner for Consumer Affairs for mediation and a mediator nominated by the Commissioner will act as mediator of the dispute.

108—Mediator to notify parties

The mediator must notify the parties to the dispute of the time and place fixed for mediation of the dispute.

109—Duties of mediators

Mediators have the following functions in the mediation of a residential park dispute:

· to encourage the settlement of the dispute by facilitating, and helping to conduct, negotiations between the parties to the dispute;

· to promote the open exchange of information relevant to the dispute by the parties;

· to provide to the parties information about the law relevant to a settlement of the dispute;

· to help in the settlement of the dispute in any other appropriate way.

A mediator does not have the power to determine any matter in dispute, whether or not the parties request or consent to such action.

110—Procedure

Mediation of a residential park dispute may, at the discretion of the mediator, be adjourned from time to time.

Unless the mediator decides otherwise, the mediation will be held in private and the mediator may exclude from the mediation any person apart from the parties and their representatives.

A party must, if required by the mediator, disclose to the other party details of the party's case and of the evidence available to the party in support of that case.

The mediator or a party may terminate a mediation at any time.

A settlement to which a party agrees at a mediation is binding on the party provided that it is not inconsistent with this measure.

The settlement must be put into writing and signed by or for the parties.

The mediator may make a determination or order to give effect to the settlement.

If a mediation is terminated because it appears to the mediator that it is unlikely that an agreed settlement can be reached within a reasonable time or for any other reason, the mediator must refer the matter to the registrar or deputy registrar for the listing of the matter before the Tribunal.

111—Representation of parties in mediation

A party to a residential park dispute may be represented by a person who is not a lawyer in the mediation of the dispute if—

· the party is a body corporate and the representative is an officer or employee of the body corporate; or

· all parties to the proceedings agree to the representation and the mediator is satisfied that it will not unfairly disadvantage an unrepresented party; or

· the mediator is satisfied that the party is unable to present the party's case properly without assistance.

112—Restriction on evidence

Evidence of anything said or done in the course of mediation will be inadmissible in proceedings before the Tribunal except by consent of all parties to the proceedings.

Division 5—Intervention by Commissioner

113—Power to intervene

The Commissioner may intervene in proceedings before the Tribunal or a court concerning a residential park dispute.

If the Commissioner intervenes in proceedings, the Commissioner becomes a party to the proceedings and has all the rights (including rights of appeal) of a party to the proceedings.

Division 6—Evidentiary and procedural powers

114—Tribunal's powers to gather evidence

This clause deals with the Tribunal's powers to gather evidence.

115—Procedural powers of Tribunal

The Tribunal is empowered to—

· hear an application in the way the Tribunal considers most appropriate;

· decline to entertain an application, or adjourn a hearing, until the fulfilment of conditions fixed by the Tribunal with a view to promoting the settlement of matters in dispute between the parties;

· decline to entertain an application if it considers the application frivolous;

· proceed to hear and determine an application in the absence of a party;

· extend a period within which an application or other step in respect of proceedings must be made or taken (even if the period had expired);

· vary or set aside an order if the Tribunal considers there are proper grounds for doing so;

· adjourn a hearing to a time or place or to a time and place to be fixed;

· allow the amendment of an application;

· hear an application jointly with another application;

· receive in evidence a transcript of evidence in proceedings before a court and draw conclusions of fact from that evidence;

· adopt, as in its discretion it considers proper, the findings, decision or judgment of a court that may be relevant to the proceedings;

· generally give directions and do all things that it thinks necessary or expedient in the proceedings.

The Tribunal's proceedings must be conducted with the minimum of formality and in the exercise of its jurisdiction the Tribunal is not bound by evidentiary rules but may inform itself as it thinks appropriate.

116—General powers of Tribunal to cure irregularities

The Tribunal may, if satisfied that it would be just and equitable to do so, excuse a failure to comply with a provision of this measure on terms and conditions the Tribunal considers appropriate.

The Tribunal may amend proceedings if satisfied that the amendment will contribute to the expeditious and just resolution of the questions in issue between the parties.

Division 7—Judgments and orders

117—General powers of Tribunal to resolve disputes

The Tribunal may, on application by a party to a residential park dispute—

· restrain an action in breach of this measure or a residential park agreement or collateral agreement; or

· require a person to comply with an obligation under this measure or a residential park agreement or collateral agreement; or

· order a person to make a payment (which may include compensation) under this measure or a residential park agreement or collateral agreement or for breach of this measure or a residential park agreement or collateral agreement; or

· modify a residential park agreement to enable the resident to recover compensation payable to the resident by way of a reduction in the rent otherwise payable under the agreement; or

· relieve a party to a residential park agreement or collateral agreement from the obligation to comply with a provision of the agreement; or

· terminate a residential park agreement or declare that a residential park agreement has, or has not, terminated; or

· reinstate rights under a residential park agreement that have been forfeited or have otherwise terminated; or

· require payment of rent into the Residential Tenancies Fund until conditions stipulated by the Tribunal have been complied with; or

· require that rent paid into the Residential Tenancies Fund be paid out and applied as directed by the Tribunal; or

· require that a bond paid into the Residential Tenancies Fund be paid out and applied as directed by the Tribunal; or

· require a resident to give up possession of rented property to the park owner; or

· make orders to give effect to rights and liabilities arising from the assignment of a residential park agreement; or

· exercise any other power conferred on the Tribunal under this measure; or

· do anything else necessary or desirable to resolve a residential park dispute.

The Tribunal does not have jurisdiction to award compensation for damages arising from personal injury.

118—Special powers to make orders and give relief

The Tribunal may make an order in the nature of an injunction (including an interim injunction) or an order for specific performance.

However, a member of the Tribunal who is not legally qualified cannot make such an order without the approval of the Presiding Member of the Tribunal.

The Tribunal may also make interlocutory orders, binding declarations of right and ancillary or incidental orders.

119—Restraining orders

The Tribunal may make a restraining order restraining a resident and other persons on rented property from engaging in conduct that creates a risk of serious damage to property or personal injury.

An application for a restraining order may be made without notice, but the Tribunal must allow the resident or other persons against whom the order is made a reasonable opportunity to satisfy it that the order should not continue in operation.

A breach of a restraining order would attract a maximum penalty of imprisonment for 1 year.

120—Conditional and alternative orders

The Tribunal may make conditional orders and orders in the alternative so that a particular order takes effect, or does not take effect, according to whether stipulated conditions are complied with.

121—Enforcement of orders

An order of the Tribunal may be registered in the appropriate court and enforced as an order of that court.

A contravention of an order of the Tribunal (other than an order for the payment of money) will be an offence punishable by a maximum penalty of $10 000.

122—Application to vary or set aside order

A party to proceedings before the Tribunal may, within 3 months, apply to the Tribunal for an order varying or setting aside an order. The Tribunal may allow an extension of time.

123—Costs

The Governor may, by regulation, provide that in proceedings of a prescribed class the Tribunal will not award costs unless—

- all parties to the proceedings were represented by legal practitioners; or
- the Tribunal is of the opinion that there are special circumstances justifying an award of costs.

Division 8—Obligation to give reasons for decisions

124—Reasons for decisions

The Tribunal will be required to state written reasons for a decision or order if asked to do so by a person affected by the decision or order.

Division 9—Reservation of questions of law and appeals

125—Reservation of questions of law

The Tribunal may reserve a question of law for determination by the Supreme Court.

126—Appeals

An appeal will lie to the Administrative and Disciplinary Division of the District Court from a decision or order of the Tribunal.

An appeal must be commenced within 1 month of the decision or order appealed against unless the District Court allows an extension of time.

If the reasons of the Tribunal are not given in writing at the time of making a decision or order and the appellant then requests the Tribunal to state its reasons in writing, the time for commencing the appeal runs from the time when the appellant receives the written statement of the reasons.

Division 10—Representation in proceedings before Tribunal

127—Representation in proceedings before Tribunal

A party to a residential park dispute may be represented by a lawyer if—

- all parties to the proceedings agree to the representation and the Tribunal is satisfied that it will not unfairly disadvantage a party who does not have a professional representative (that is, a lawyer, a law clerk, or a person who holds or has held legal qualifications); or
- the Tribunal is satisfied that the party is unable to present the party's case properly without assistance; or
- another party to the dispute is a lawyer, or is represented by a professional representative; or
- the Commissioner has intervened in, or is a party to, the proceedings.

A party may be represented by a person who is not a lawyer if—

- the party is a body corporate and the representative is an officer or employee of the body corporate; or
- all parties to the proceedings agree to the representation and the Tribunal is satisfied that it will not unfairly disadvantage an unrepresented party; or
- the Tribunal is satisfied that the party is unable to present the party's case properly without assistance.

Division 11—Miscellaneous

128—Entry and inspection of property

The Tribunal is empowered to enter land or a building and carry out an inspection the Tribunal considers relevant to a proceeding before the Tribunal.

The Tribunal may authorise a person to enter land or a building and carry out an inspection the Tribunal considers relevant to a proceeding before the Tribunal under this Act.

129—Contempt of Tribunal

A person who—

- interrupts the proceedings of the Tribunal or misbehaves before the Tribunal in such proceedings; or
- insults the Tribunal or an officer of the Tribunal acting in the exercise of official functions; or
- refuses, in the face of the Tribunal, to obey a direction of the Tribunal,

is to be guilty of a contempt of the Tribunal.

130—Punishment of contempt

The Tribunal is empowered to punish a contempt by—

- imposing a fine not exceeding $2 000; or
- committing the person to prison until the contempt is purged subject to a limit (not exceeding 6 months) to be fixed by the Tribunal at the time of making the order for commitment.

These powers may only be exercised by a member of the Tribunal who is legally qualified.

131—Fees

The Governor is empowered to prescribe fees in relation to proceedings in the Tribunal.

The registrar is empowered to remit or reduce a fee if the party by whom the fee is payable is suffering financial hardship, or for any other proper reason.

132—Procedural rules

The Governor may, by regulation, prescribe procedural rules.

The Presiding Member of the Tribunal may make Rules of the Tribunal relevant to the practice and procedure of the Tribunal.

The *Subordinate Legislation Act 1978* will not apply to Rules of the Tribunal.

Part 11—Commissioner for Consumer Affairs and administration of Act

133—Administration of Act

The Commissioner will be responsible for the administration of this measure.

134—Ministerial control of administration

The Commissioner will be subject to control and direction by the Minister.

135—Commissioner's functions

The Commissioner will have the following functions:

- investigating and researching matters affecting the interests of parties to residential park agreements;
- publishing reports and information on subjects of interest to the parties to residential park agreements;
- giving advice (to an appropriate extent) on the provisions of this Act and other subjects of interest to the parties to residential park agreements;
- investigating suspected infringements of this measure and taking appropriate action to enforce the measure;
- making reports to the Minister on questions referred to the Commissioner by the Minister and other questions of importance.

136—Immunity from liability

No liability will attach to the Commissioner, or any other person acting in the administration of this measure, for an honest act or omission in the exercise or purported exercise of functions under this measure.

137—Annual report

Provision is made for an annual report by the Commissioner.

Part 12—Miscellaneous

138—Contract to avoid Act

An agreement or arrangement that is inconsistent with this measure or purports to exclude, modify or restrict the operation of this measure, will be (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this measure) to that extent void.

A purported waiver of a right under this measure will be void.

A person who enters into an agreement or arrangement to defeat, evade or prevent the operation of this measure (directly or indirectly) will be guilty of an offence punishable by a maximum penalty of $10 000.

139—Notice by park owner not waived by acceptance of rent

A demand for, any proceeding for the recovery of, or acceptance of, rent by a park owner after the park owner has notice of a breach of the agreement by the resident or has given the resident notice of termination under this measure will not operate as a waiver of the breach or the notice.

140—Exemptions

The Tribunal is empowered to grant exemptions which may be conditional.

141—Service

Provision is made for the service of notices or documents on a person by—

- giving them to the person, or an agent of the person, personally; or
- sending them by post addressed to the person, or an agent of the person, at the last known place of residence, employment or business of the person or agent; or
- leaving them in a letterbox or other place where it is likely to come to the attention of the person, or an agent of the person, at the last known place of residence, employment or business.

If the whereabouts of a person is unknown, the notice or document may be given by publishing it in a newspaper circulating generally throughout the State.

If two or more persons are the park owners or residents under a residential park agreement, a notice or other document is duly given if given to any one of them.

142—Regulations

Provision is made for the making of regulations.

Schedule 1—Transitional provisions

1—Application to existing residential park agreements

The measure will apply to a residential park agreement whether the agreement was entered into before or after the commencement of the clause.

2—Application to existing park rules

Part 2 of the measure will apply to rules that—

- have been made by the park owner of a residential park; and
- are binding on residents of the park under the terms of the residential park agreements to which the park owner and the residents are parties,

whether the rules were made before or after the commencement of the clause.

3—Exemption by Minister

The Minister is empowered to grant exemptions in relation to—

- agreements entered into before the commencement of this clause; or
- a specified agreement, or class of agreements, entered into before the commencement of this clause; or
- rules (to which clause 2 applies) made before the commencement of this clause; or
- a specified rule, or class of rules, (to which clause 2 applies) made before the commencement of this clause.

4—Existing residential park agreements need not comply with formal requirements

A residential park agreement in force at the commencement of this clause will not need be in writing nor comply with any other requirement of clause 10 of the measure as to the nature or contents of such an agreement.

5—Existing bond to be paid to Commissioner

A person who holds any amount by way of a bond at the commencement of this clause will be required to pay the amount of the bond to the Commissioner within 7 days after that commencement. Failure to do so will be an offence with a maximum penalty of $1 250 and an expiation fee of $160.

Schedule 2—Amendment of *Residential Tenancies Act 1995*

1—Amendment of *Residential Tenancies Act 1995*

A consequential amendment is made excluding agreements to which the *Residential Parks Act 2006* applies from the application of the *Residential Tenancies Act 1995*.

Mr GRIFFITHS secured the adjournment of the debate.

GEOGRAPHICAL NAMES (MISCELLANEOUS) AMENDMENT BILL

Adjourned debate on second reading.

(Continued from 21 June. Page 578.)

The Hon. R.G. KERIN (Frome): The opposition supports the two aspects contained within the bill but will seek additional information, which is best handled by quickly going into committee. I will also introduce a minor amendment, about which I have spoken to the minister, requiring local MPs to be notified of proposals for boundary and name changes in line with the current practice in such matters as road closures, land disposal, planning changes, etc. I will not divide on that amendment, as I realise that the minister needs to take that matter to caucus, so we will deal with that in the upper house if necessary.

I also flag to the minister that, between houses, we will consider whether or not there should be any appeal mechanisms. I do not know under what circumstances any appeals should be initiated. Again, we support the bill but, as I say, we will seek more information from the minister in committee.

The Hon. M.J. WRIGHT (Minister for Administrative Services and Government Enterprises): I thank the shadow minister for his comments and also the opposition for the support that it offers for this bill. I need to draw to the attention of the house that in the explanation of the clauses, under clause 8, new subsections (4) and (5) should be read as new subsections (5) and (6). I have been advised by the Deputy Clerk that I should bring this to the attention of the house. We made the shadow minister aware of that when it was brought to my attention today and he is happy for us to do it in that way.

This is a very straightforward bill and we will obviously work through a little bit of this as we go into committee. There may be some tidying up, if required, between houses, which we can obviously talk about as we go through the committee stage.

Bill read a second time.

In committee.

Clauses 1 to 3 passed.

Clause 4.

The Hon. R.G. KERIN: In the second reading explanation we were told that the committee meets approximately every two months. I have had some trouble ascertaining the composition of the committee. Can the minister tell us who is on the committee and when their terms expire?

The Hon. M.J. WRIGHT: The advice I have received is that the members of the committee are: Mrs Doreen Irwin, Mr Andrew Wilson, Mr Ian McQueen, Ms Danielle Taylor, Dr Susan Marsden and the Surveyor-General, of course. The Surveyor-General thinks that the term expires in April next year, although we are not sure of that, as it looks as though it is 30 April. I think to be a 100 per cent certain I will get back to the shadow minister in regard to when their term

expires. I will undertake to do that, if not today certainly within the next—I think we would be able to give it to you pretty shortly, but at the moment we do not have it at our fingertips.

The Hon. R.G. KERIN: There is a boards and committee listing put out by Premier and Cabinet and that basically shows that there are no current members on file. So if the minister can get us that, that would be gratefully accepted. Has the committee still been meeting every couple of months?

The Hon. M.J. WRIGHT: Generally as business is required; approximately every two to three months.

Clause passed.

Clauses 5 to 7 passed.

Clause 8.

The Hon. R.G. KERIN: I move:

Page 3, after line 1—Insert:

(1) Section 11B(2)—after paragraph (c) insert:

(ca) must give written notice of the details of the proposal to the Member of the House of Assembly for the electoral district in which the place is located, inviting the Member to make written submissions to the Minister in relation to the proposal within 1 month of receipt of the notice; and

Several members of the party have raised individual issues that have happened over time with geographical names and boundaries and they feel that, as is the case with road closures, when the government is disposing of unwanted land, MPs are normally advised of that, and they just feel they can better service their constituency by being advised. At the moment we talk about going into *The Gazette*, and also *The Advertiser* and the local newspaper, and there is a body of members who feel it would be useful for members of parliament to be advised as well.

The Hon. M.J. WRIGHT: I have not had a chance to have a good look at this, but I will certainly undertake to do so in between the houses and, as the shadow minister correctly said at the outset, I would need to take this back to our caucus. So at this stage we will oppose it, but at the same time—and I have given this commitment privately to the shadow minister—I will have a good look at this. I know it is different, but what I can say is that, under the current act, as a matter of course the local MP is advised by the Surveyor-General, and he would continue to do that under the new section. However, the opposition obviously has come forward with an amendment which gives it a different status. So I will undertake to discuss this at the caucus at the first opportunity and we may be able to deal with this in between the houses, but for today I will be opposing it.

The Hon. R.G. KERIN: In the second reading explanation, the final sentence in the explanation of the clauses states:

Subsection (5) provides that the new arrangement applies to divisions and amalgamations that took place before the commencement of the subsection, as well as to future divisions and amalgamations.

Certainly, future divisions and amalgamations is what the bill is all about. Can the minister outline to the house the reasons why it should apply to divisions and amalgamations that took place before the commencement of the subsection?

The Hon. M.J. WRIGHT: The advice I have received is that in the past there has been a land division (and obviously that is why the retrospective element is being proposed), and it has crossed over two suburbs. This is to realign the suburb boundary to the legal property boundary; street addresses do not change. It is where those land divisions have occurred in the past, where that has taken place, and it is to bring that realignment back into order.

The Hon. R.G. KERIN: To totally clear it up for me, the second reading speech states:

The Surveyor-General cannot forward a recommendation without first consulting the committee.

If I gain an assurance that everything gazetted over the last 12 months has actually been to the committee, that would clear that up.

The Hon. M.J. WRIGHT: I can give an assurance to that effect.

Amendment negatived; clause passed.

Title passed.

Bill reported without amendment.

The Hon. M.J. WRIGHT (Minister for Administrative Services and Government Enterprises): I move:

That this bill be now read a third time.

I also have information that I would like to provide to the house from an earlier question from the shadow minister. The information I have been provided with is that the Surveyor-General and all the other appointments expire on 5 October 2006. They all expire on the same day.

Bill read a third time and passed.

ADJOURNMENT DEBATE

The Hon. M.J. WRIGHT (Minister for Administrative Services and Government Enterprises): I move:

That the house do now adjourn.

DROUGHT

Mr VENNING (Schubert): I want to raise a very serious matter here this evening, and I thank the house for its indulgence in allowing me to do so. South Australia is facing the grim prospect of its worst drought in half a century. We are not back here now until 19 September, and if it has not rained by that time we will be looking down the barrel of a very serious situation in this state. I was not given the opportunity to ask this during question time today, but I would like to ask whether the Premier can advise the house what state-based preparations are under way to ensure an efficient response to this season's likely drought.

We are facing one of the longest periods without rain in South Australia's history—in fact, the driest August in history. The areas of the Upper South-East (which is unheard of), the Mid South-East and the Southern Mallee are in the grip of drought with little rain forecast in the foreseeable future. Some showers have been forecast for Saturday morning but, like everything else, we do not have much faith in that—let us hope we are wrong.

Many of our rural areas will soon experience exceptional and prolonged effects of drought, and livestock is already being put on the market due to the lack of paddock feed. As yet the government has remained silent on the issue (and I am not critical of that), and regional South Australians cannot be confident that the prompt assistance required to minimise the long-term devastation brought by drought will be available. I spoke to the minister, the Hon. Rory McEwen, yesterday and highlighted the fact that, while we have had droughts before, the big problem is that we have never had droughts with the level of farm debt the way it is.

I know that even in my own case, for example, we started the year debt free but after putting a crop in, and also having the bad luck of my brother being sick and having to do his farming as well, we are in substantial debt. You go into substantial debt just to do that. Okay, we can suffer the one year, but do you do it the second year? Do you turn around and do it again the next year and suffer a double loss and be down the tube for $1.5 million? This is the big concern out there.

We spoke to the new president of the Farmers Federation yesterday. I congratulate Mr Wayne Cornish on his appointment. He told us that the drought is right across Australia. It is very difficult for us to say to our farmers that they cannot get benefits unless they have a second drought year. That is not always the criterion, so that will make it very difficult. We cannot say to people that we will come and help them because, unless they can say that they have been through two droughts, or prove that they have been in a very difficult financial position over which they had no control, the likelihood of their getting drought assistance is low. I ask the Premier, the minister and anybody else in the government: what can be done to prepare them for the next two or three weeks?

This afternoon, I want to speak about a matter that MPs do not usually raise. During the break I was fortunate enough to undertake an extensive visit to South America which included Chile, Argentina, Brazil, Peru and Bolivia. I make this statement to the house, even though some would say that you can never win discussing a parliamentary study tour. I choose to do so because this visit has had a profound effect on me and my role here as a politician.

Very few MPs and, in fact, very few Australians make this long trip to these countries in South America. I say to the house that I think that every elected member would be advantaged by including such a visit. The trip was a real reality check for me. It caused one to view many of the things we do in this place with a different perspective and with a totally different outlook on priorities. We have all heard it said that Australia is the best place in the world to live, and you need to travel to appreciate that, 'If you don't go, you'll never know.'

All these countries have suffered in the past from bad governments, bad decisions and various aspects of alleged corruption (and I say 'alleged'). Most of these countries are making earnest efforts to overcome huge problems, particularly poverty, unemployment and, of course, huge problems with the total failure of the government-supplied infrastructure, especially roads, rail, water, sewerage, electricity, etc. My visit to South America came about mainly because of an invitation from the Australia-Chile Chamber of Commerce, Austrade and the Australian Trade Commission in Chile.

There is an excellent opportunity to set up a sisterhood relationship between our Barossa Valley and Chile's famed Colchagua Valley. I was asked to assist in the facilitation and fostering of this relationship, especially with respect to Australian companies getting involved with the many facets of modern wine husbandry. Chile has relied on cheap manual labour, but that is now changing and mechanisation is evolving. French and American companies are already there, and there is a huge opportunity for Australia. I know of six Australian winemakers and two other equipment suppliers that are already there.

Colchagua Valley is large (22 000 hectares), and it is one of the six wine regions in Chile. In other words, their industry is big. I am acutely aware of the criticism that could be levelled: why should you help a major world competitor of Australian wine? It is certainly a moot point. However, Austrade feel that they would stand to gain much more than they would lose with Australian companies supplying viticulture technologies, irrigation, fertigation, monitoring equipment, computer software and hardware systems, vineyard husbandry equipment, pruners, sprayers, lifters, envirosprayers, grape pickers, processors, barrels, barrel treatments, oak treatments, oak supplements, barrel storage and racking, through to wine bottles, stoppages and closures. The list goes on and on. There are huge opportunities.

I will certainly be initiating various meetings and, without having any self agenda, I will listen to the stakeholders and say to them, 'The opportunity is there, but it's up to you.' Our South American visit revolved around visiting Santa Cruz in the Colchagua Valley. We met the ambassador, Mr Crispin Conroy. They were all very pleased to see me in their country—an Australian MP. They see very few of us from either federal or state parliaments, and I was made very welcome.

One problem was that the Brazilian airline, Varig, fell over during the trip which, of course, caused us no end of problems. I say to the parliament that I am sorry, but my parliamentary travel will show a very steep increase because of that. I apologise, but there is nothing one can do when one is overseas and an airline falls over. We also went to Mendoza in Argentina, which was a great opportunity to research Malbec, a variety of grape which we grow here and which, as you would know, sir, has a pretty low profile. However, it has the highest profile in Argentina, and I was very curious to know why. Certainly, it is an icon in Argentina, and it is worthy of that status. I watched them making the wine and went through all the detail with them. I tried it, and it is certainly something we can learn from them. There is not much Malbec around, but I will be recommending that people who still have it look at it and treat it in a different way.

In Buenos Aires, I was very pleased to meet our ambassador in Argentina, Mr Peter Hussin, who looked after us very well. I also met three MPs, which was very interesting, and the CIPPEG group (the Centre for Implementation of Public Policies for Equity and Growth). This group of people was most frustrated with the system that is operating in Argentina, namely, a presidential system of government. They asked how the parliament can be more accountable, and I discussed with them how we do it via our committee system. I was very moved to see their frustration, as all they wanted was an open and accountable government. It was a great opportunity for me to become involved in this without being too controversial. I certainly enjoyed my inspection of the congress building.

We also discussed Argentina's beef industry with the President of the Beef Institute, Mr Arturo Llavallol. He is a world authority and was very interesting in relation to what holds back the Argentinian beef industry. I will not go into the facts now, but I will put them in my report. They have a fantastic industry, but it is held back by government regulation. We had a marvellous trip to Rio de Janeiro and Peru, where we looked at ecotourism. We have a fantastic opportunity in Australia to harness and use our indigenous peoples. We are not doing this at all. When you see what Peru does, it now has world-class tourism, all by harnessing the potential that it has in its native people. I look forward to lodging my report to the parliament.

Time expired; motion carried.

At 4.18 p.m. the house adjourned until Tuesday 19 September at 2.15p.m.