



YourSAy Survey – A new Biosecurity Bill for South Australia

Feedback submitted online by Vinehealth Australia - 26 September 2023.

Bill intent, key terms and scope

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Objects of the Bill (Clause 22)					
Definition of key terms (Clauses 3-12)					
Extraterritorial application (Clauses 19, 32)					
Interaction with other Acts (Clause 20)					
Contaminants (Clause 5(2))					
Intent to consolidate existing Acts in whole or part (Schedule 6)					

Comments

Overarching comments

The Phylloxera and Grape Industry Board of South Australia, trading as Vinehealth Australia (Vinehealth) is pleased to put forward the following feedback herein, in response to the draft Biosecurity Bill released 1 August 2023, and thanks the SA Government for the opportunity to provide such feedback as part of strengthening the state’s biosecurity framework and systems.

This feedback reflects the organisation’s review of the draft Biosecurity Bill and supporting documents, and our continued interest in building on and improving our long and proud grapevine biosecurity-focused mandate.

This feedback is also provided in the absence of being privy to draft regulations or transitional provisions. Consequently, some of the feedback comments relate to Vinehealth’s current inability to fully comprehend the intended administration of the draft Biosecurity Bill, and therefore the organisation is not in a position to endorse all the components of the draft Bill as they may pertain to and impact the grape and wine industries.

Given the time taken to review the draft Biosecurity Bill and supporting documents, Vinehealth seeks from the SA Government, responses to all the points outlined herein, and that these responses are received well prior to the draft Biosecurity Bill being submitted to parliament.

CLAUSE 22 - Objects of the Bill

- Clause 22 (f) - Vinehealth agrees that while alignment with other states and nationally is always a desired outcome, this must be balanced to ensure it is to the benefit of our state’s assets, such as our vineyards.
- Vinehealth is supportive of the Objects of the Act, however, the state’s likely level of success in meeting these is expected to be largely driven by availability of resourcing. **Vinehealth highly encourages the South Australian Government and PIRSA to actively invest in sufficient capability and capacity to achieve desired success in biosecurity management facilitated by the draft Biosecurity Bill.**

CLAUSES 3-12 – Definition of key terms

- To improve overall readability of the Bill, Vinehealth suggests consideration of including definitions of all terms into Clause 3, for where the meaning of each term is consistent across all clauses of the Bill.
- The definition of a ‘disease’ in the Biosecurity Bill is defined under Clause 3 – interpretations, whereas the definition of a ‘pest’ is defined under a separate clause, Clause 10. Vinehealth

seeks clarity as to why the definitions of a 'pest' and 'disease' are not either both listed under Clause 3 – Interpretation, or alternatively, both listed as separate Clauses in the Biosecurity Bill.

- The definition of a 'disease' under Clause 3 – Interpretations is stated to include 'a disease agent' and 'a pathogen'. **Vinehealth encourages a review of the definition of 'disease'**. The definition of a 'disease agent' is articulated to (already) include 'a pathogen' and therefore listing 'a pathogen' under the definition of a 'disease' appears a level of duplication. 'A disease agent' and 'a pathogen' are considered causal agents of disease - as per the current definition of 'disease agent'. These two terms in isolation are not considered a 'disease' themselves. Vinehealth therefore seeks to understand reasoning for inclusion of these two terms within the definition of a 'disease'.
- The definition of a 'pest' in the Biosecurity Bill is clearly articulated in Clause 10 as 'non-indigenous', a 'declared' pest, or that excluded by regulations. However, the definition of a 'disease' within Clause 3 – Interpretation presently lacks clear scope in relation to indigenous or non-indigenous nature. Vinehealth encourages the definition of 'disease' within Clause 3 to clearly articulate the intended scope, i.e. whether it relates to both indigenous and non-indigenous diseases.
- Vinehealth seeks to understand the apparent limitation placed on the current definition of 'contaminants' as meaning any 'non living' thing - and whether it may be considered appropriate to broaden this definition to also include a 'disease agent' (e.g. a virus)(also including living things) and therefore a link to Clause 5 subsection (2)(a).
- **Vinehealth seeks clarification on the current definition of an 'incursion':**
 - Vinehealth suggests consideration of the incorporation into the current definition, of the presence or suspected presence of a 'disease agent' (given a disease agent is not a disease) as a plant virus could be considered a contaminant
 - The current wording of incursion implies that a new fruit fly outbreak in an area in which a previous outbreak had occurred sometime prior, would not be considered an incursion under this definition – and therefore not a biosecurity event. **As such, Vinehealth seeks an understanding of future management implications of fruit fly should this definition of incursion remain unchanged, including whether this wording implies that costs of future fruit fly outbreaks (as an example) will then be solely borne by industry.**
 - Vinehealth seeks to understand the intent of the wording, 'that part' (of South Australia) and for this intent to form part of the definition of an incursion, given there appears no provision to currently describe such wording in the draft Bill.

CLAUSE 5 – Meaning of *biosecurity impact*

- Vinehealth seeks an understanding of the quantum associated with the measurement of 'potential biosecurity impact' and how this is considered in the draft Biosecurity Bill.

CLAUSE 7 – Meaning of *carrier*

- According to subclause (2), there appears a presumption that 'a carrier' could be footwear or clothing carried or worn by a human – however to date, footwear and clothing has not been considered a regulated item by South Australia.
 - **Vinehealth seeks confirmation as to the intent of this clause and whether footwear and clothing is to be a regulated item under this Bill, and if so, how is regulation of such items expected in practice. If there is no intent for footwear and clothing to be regulated, Vinehealth seeks clarification that the regulations will articulate an exclusion to footwear and clothing being classified as regulated biosecurity matter.**

CLAUSE 20 - Interaction with other Acts

- **Vinehealth seeks feedback prior to finalisation and presentation of the Bill to parliament, on all unintended consequences to the *Phylloxera and Grape Industry Act 1995* (PGI Act) as a result of the draft Biosecurity Bill.**

- Vinehealth understands that the PGI Act will remain as a standalone Act, separate to that of the Biosecurity Act. And in addition, that Vinehealth and the grape and wine industries greatly value the independence and current primary functions that the PGI Act affords Vinehealth, acknowledging that the separation of the PGI Act from the Biosecurity Act was ultimately outside Vinehealth's control. It is noted that the independence of Vinehealth would be diminished according to Clause 35 if Vinehealth was established under regulation within the draft Biosecurity Bill.
- The PGI Act and the draft Biosecurity Bill both appear to be intended to operate alongside each other; just as the PGI Act currently operates alongside the *Plant Health Act 2009* (PH Act). The exception to this is noted in the case of biosecurity emergencies, where the Bill would prevail in the extent of an inconsistency with another Act.
- Further to Clause 20 around interaction with other Acts and the Bill prevailing in the event of any inconsistencies relating to an emergency - Vinehealth seeks to verify whether there are foreseen impacts to the ongoing continuation of 'Actions to be taken on outbreak of disease' articulated in Clause 14 of the PGI Act, in light of the Biosecurity Bill. **Vinehealth is viewed by industry as more than an awareness raising organisation, and therefore industry expects that the aforementioned intent of Clause 14 in the PGI Act will continue to hold in full when the Biosecurity Bill is enacted. Consequently, Vinehealth seeks feedback on how this preservation can be articulated within the Biosecurity Bill prior to it being finalised and presented to parliament.**

SCHEDULE 6 – TRANSITIONAL PROVISIONS

- Clarifications on the following are needed to verify potential impacts on the constitution and functions of the Vinehealth Board under the PGI Act in light of the proposed Biosecurity Bill:
 - The status of Board members as inspectors under the PH Act;
 - The powers of Board members as inspectors;
 - The Chief Inspector position on the Board; and
 - Actions to be taken on outbreak of disease.
- Transitional provisions have not been made available for review as part of the current consultation, and therefore it is assumed that all Transitional provisions are yet to be drafted. These are expected to be vital for Vinehealth to review as part of understanding how the PGI Act will interact with the Bill.
 - **Vinehealth seeks to clarify that there is intent to include Transitional provisions in the Biosecurity Bill and if so, whether this is intended to be the mechanism by which the administration of consequential impacts to the PGI Act as a result of the Biosecurity Bill will be articulated.**
 - Vinehealth Australia requests the opportunity to review the Transitional provisions once drafted.
 - Under Transitional provisions (or via an alternative mechanism) –
 - Vinehealth Australia requests clarification on whether the Chief Inspector position currently appointed under the *Plant Health Act 2009*, is intended to continue as the Chief Plant Protection Officer, or alternative, on the Vinehealth Australia Board under the Biosecurity Bill. **Vinehealth supports continuation of this role, or an alternative mutually agreed role, on the Board.**
 - Vinehealth Australia requests clarification on whether the current appointment of individual Vinehealth Australia board members as inspectors *ex officio* under the PGI Act is intended to continue via appointment as 'authorised officers' under the Biosecurity Bill. **Vinehealth strongly encourages continuation of these inspector appointments.**
 - Noting that authorised officers have very broad powers under the Biosecurity Bill (same as for current inspectors under the PH Act, as well as various additional powers), Vinehealth Australia seeks clarification on the intended scope of powers to be associated with board members where classified as authorised officers under the Biosecurity Bill. **Vinehealth encourages no diminishment to current powers of board members as inspectors.**

Prohibited and regulated declarations

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Prohibited matter and dealings (Clauses 13-14, 43-44)					
Regulated dealings (Clauses 14, 45)					

Comments

CLAUSE 45 – Regulated dealings

- Given regulations were not made available for review as part of this consultation, there was an inability to verify whether the same dealings as accounted for in the current South Australian Plant Quarantine Standard will be articulated as regulated dealings in the regulations under the draft Biosecurity Bill.
- Vinehealth also seeks to understand whether PIRSA is forecasting any changes to fees associated with regulated dealings over and above those currently experienced by industry.

Biosecurity duties

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
General biosecurity duty (Clauses 15-18, 40-42)					
Duty to notify a biosecurity event (Clauses 15-18, 49-51)					

Comments

CLAUSE 18 – Duty to prevent, eliminate or minimise biosecurity risk

- Vinehealth queries reasoning for inclusion of the current wording under parts (a) and (b) in Clause 18 as this appears particularly confusing and detracting from the initial wording in the clause.

CLAUSE 42 – Specified biosecurity requirements

- Given the value of Vinehealth’s register to government and industry in minimising disease and for other purposes, Vinehealth seeks formal recognition under Clause 42 of the requirement for owners of South Australian vineyards of 0.5 hectares or more of vines – living or dead, to be registered on Vinehealth Australia’s Register as per Clause 19 of the PGI Act, and to pay the gazetted annual contribution to Vinehealth.

CLAUSE 49 – Biosecurity duty to notify biosecurity event

- Subsection (3) – Vinehealth seeks to understand what level of proof will be required to be associated with the ‘knowledge’ or ‘reasonable belief’ stipulated by this subclause, so that it cannot be utilised as a ‘get out of jail free’ card for biosecurity duty.
- Vinehealth seeks clarity as to the operational mechanics of this clause relevant to instances such as a person becoming aware of a potential biosecurity event via secondhand intelligence (for example overhearing a conversation in a supermarket or pub out of work hours) – and how such information could be compelled to be reported as part of ‘biosecurity duty’ within this clause – when the person receiving or overhearing the intelligence is not the owner (subclause 4 part a), is not acting in a professional capacity at the time of becoming aware of the potential incident (subclause 4 part b), does not have a primary dealing with the biosecurity matter or carrier related to the intelligence (subclause 4 part c), and does not meet subclause 4 part d.

Authorised persons

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Chief Officers and their deputies (Clauses 23-25)					
Authorised officers incl. powers (Clauses 26-33, 181, 223-241)					
Authorised analysts (Clauses 34, 261)					
Delegations (Clause 39)					

Comments

CLAUSE 26 – Appointment of authorised officers

- Vinehealth requests clarification on the process by which the current appointment of individual board members as inspectors *ex officio* under the PGI Act is facilitated under the Biosecurity Bill, and whether this will be via appointment as ‘authorised officers’. **Vinehealth strongly encourages continuation of these inspector appointments and notes in the Explanatory Guide that existing authorised officers under the Fisheries Act will automatically become authorised officers. Vinehealth requests consideration of whether such positions could be named perhaps either under subsection (9) or subsection (2) of Clause 26.**
- Noting that authorised officers have very broad powers under the Biosecurity Bill (same as for current inspectors under the PH Act, as well as various additional powers), Vinehealth seeks clarification on the intended scope of powers to be associated with board members where classified as authorised officers under the Biosecurity Bill. **Vinehealth encourages no diminishment to current powers of board members as inspectors.**
- Vinehealth also seeks clarification on:
 - Whether the current appointment of the Vinehealth executive roles as inspectors will automatically transfer as authorised officers under the Biosecurity Bill; and/or
 - Whether these roles are required to be included in the Bill as ‘named’ roles (e.g. under Clause 26 subsection 9; and
 - What associated powers will be provided to these roles.

Vinehealth strongly encourages continuation of these inspector appointments for key operational staff to aid with incident response.

Statutory corporations

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Establish statutory corporations by regulation (Clause 35, Sched. 1)					
Establish Dog Fence Board in Act (Clause 36, Schedule 1-2)					
Dog Fence Board (Schedule 2 (clauses 2-8))					
Provisions as to dog fences (Schedule 2 (clauses 9-17))					
Financial provisions (Schedule 2 (clauses 18-25))					
Local dog fence boards (Schedule 2 (clauses 26-27))					
Other related matters (Schedule 2 (clauses 28-32))					

No comments

Traceability and market access

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Quarantine stations (Clause 37)					
Manifests, propagation material, packaging and labelling (Clauses 46-48)					
Biosecurity registration (Clauses 52-74)					
Identification codes (Clause 75)					
Accreditation authorities (Clauses 76-98)					
Biosecurity audits (Clauses 99-123)					
Biosecurity certificates (Clauses 124-131)					

Comments

CLAUSE 46 - Manifests

- The Explanatory Guide suggests that ‘certain’ prescribed biosecurity matter will be required to be on a manifest entering SA. However, Clause 46 of the Bill refers to ‘any’ prescribed biosecurity matter. **Vinehealth therefore seeks clarification of the intended scope of Clause 46.**
- **Vinehealth requests clarification on subclause (1) as to whether any exclusions apply around the provision of a manifest to the Chief Officer prior to the consignment moving, such as in situations where the biosecurity matter arriving in the state is being received by an accredited receiving business** *{This exclusion currently holds in the Plant Quarantine Standard Condition 7 Notes for Table 1 referring to manifests being required in relation to a direct inspection being undertaken by PIRSA Biosecurity SA - not where the direct inspection is being undertaken by an accredited receiving business}.*
 - Should the aforementioned exclusion apply in practice, Vinehealth urges this to be clearly articulated in the Bill or associated regulations. Relevant to such cases, the consignment would still carry appropriate documentation describing the consignment, this information would just not however be provided to the Chief Officer prior to the consignment moving. **Vinehealth notes that the current wording of Clause 46 subclause (1), relating to ‘any prescribed biosecurity matter’ is highly impractical for the wine industry to achieve, especially during vintage where hundreds of**

consignments of winegrapes (for example) move into the state on a daily basis from interstate phylloxera exclusion zones under ICA-33 and provision of a manifest for each of these loads prior to being consigned is unachievable.

CLAUSE 64 – Conditions for insurance cover

- Vinehealth queries whether this condition is in place in the Biosecurity Acts of any other state, whether it is enacted in practice in such states and for what biosecurity matter. This is an assumed new requirement and a cost burden on industry, and therefore Vinehealth requests clarity as to the reasoning behind this inclusion.

CLAUSE 79 – Accreditation authorities

- Under the PGI Act Clause 13(1)(h), Vinehealth has a primary function to approve nurseries. Such a function appears aligned with that of an accreditation authority; a role articulated in the draft Biosecurity Bill. Vinehealth seeks consideration for this primary function to be acknowledged within the draft Biosecurity Bill, to ensure the organisation is broadly recognised for holding this primary function in the PGI Act.

CLAUSE 91 – Condition of accreditation as a biosecurity certifier

- Point (b) regarding a condition that might require a biosecurity certifier to take out and maintain a policy of insurance - Vinehealth queries whether this condition is in place in any other state's Biosecurity Act, whether it is enacted in practice in such states and for what biosecurity matter. This is assumed a new requirement, and a cost burden on industry, and therefore Vinehealth requests clarity as to the reasoning behind this inclusion.

CLAUSES 112 and 120 – Recovery of fee for accreditation audits/Recovery of fee for compliance audit

- **Vinehealth seeks further clarity on the future application of audit fees.**
 - The Explanatory guide refers to 'cost recovery' of an accreditation audit. If a biosecurity auditor is not a government employee, Vinehealth seeks to understand the mechanism by which the government will ensure that fees are only charged at cost recovery rates as stated and how 'cost recovery' is measured.
 - Should a biosecurity auditor not be a government employee and in the event where audit fees for accredited businesses have traditionally been waived (e.g. for businesses moving or receiving produce into and out of fruit fly affected areas in SA) – Vinehealth seeks clarification as to whether these non-government auditors be compensated by the government for audits undertaken under these clauses in such situations, and will this be articulated in regulations?
 - **Vinehealth seeks feedback on whether the intent of these clauses is such that there will be no waiving of future audit fees for accredited businesses such as currently occurs in relation to fruit fly outbreaks, once the Biosecurity Bill is enacted.**

CLAUSE 125 – Content, form and duration of biosecurity certificates

- Vinehealth seeks strengthening of the definition of a biosecurity certificate and clarity around whether it includes or excludes a 'declaration' type form (given link to inspection requirement)
- Subsection (5) notes that a biosecurity certificate issued under this section remains in effect for the period specified on the certificate. Vinehealth notes that currently there are a range of biosecurity certificates in use in South Australia, e.g. Plant Health Import Certificates, Plant Health Certificates, Plant Health Assurance Certificates, Area Freedom Certificates, HACCP certificates. Only some of these, e.g. Plant Health Import Certificates and Area Freedom Certificates are denoted with valid 'to' and 'from' period date ranges. Vinehealth seeks clarity as to whether other forms of certificates, e.g. Plant Health Certificates and Plant Health Assurance Certificates are therefore expected to be redesigned to account for subsection (5), or instead as is suggested, that the wording in subsection (5) be reviewed. Given that Plant Health Certificates and Plant Health Assurance Certificates, for example, apply for 'once off' movements only (apart from reconsignments), having a 'to' and 'from' date range on such biosecurity certificates appears largely invalid and potentially misleading.

CLAUSE 128 – Recognition of interstate biosecurity certificates

- Vinehealth seeks confirmation that the current wording of this clause is sufficient to meet the intent of managing interstate biosecurity certificates by SA with respect to facilitating market access from a least trade-restrictive viewpoint, but balanced with protecting SA. Vinehealth notes the intrinsic link of this clause to that of Clause 125 in terms of the definition of a biosecurity certificate accepted by the state.

Orders, zones, directions and permits

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Biosecurity zones (Clauses 159-168)					
Emergency orders (Clauses 169-181)					
Control orders (Clauses 182-193)					
General biosecurity direction (Clauses 194-198, 203-208)					
Individual biosecurity direction (Clauses 194-196, 199-208)					
Permits (Clauses 132-151)					
Ministerial exemptions (Clauses 300)					

Comments

CLAUSE 167 – Consultation requirements

- Given that the PGI Act is to remain separate to the Biosecurity Act for SA, **Vinehealth Australia seeks to the opportunity to discuss the potential addition of a subclause to clause 167** with the following intent, where there is a potential that the two ‘Ministers’ to which the subclause refers, may be different –
 - “The Minister must, before recommending to the Governor the making of a biosecurity zone regulation that would adversely affect any vineyard that is subject to any form of protection under the *Phylloxera and Grape Industry Act 1995*, consult with the Minister for the time being administering that Act.”

CLAUSE 178 – Emergency order prevails

- The single direct reference to the *Phylloxera and Grape Industry Act 1995* in the draft Biosecurity Bill is under Clause 178. **The date relating to the PGI Act reference under Clause 178 has been incorrectly stated as 1991 and requires updating to 1995.**

CLAUSE 179 – Offences

- Subclause (3) – Vinehealth seeks to understand whether in the event of an emergency order being in place on a premises, PIRSA instigates a process of adding a time-limited caveat (or the like) on this land, so that such a caveat would be made clear to a potential purchaser through the sale process (with which Vinehealth is intrinsically linked for properties on which vines are planted)

CLAUSE 186 – Notice of control orders relating to specific property

- Vinehealth seeks to understand whether in the event of a control order being in place on a premises, PIRSA instigates a process of adding a time-limited caveat (or the like) on this land, so that such a caveat would be made clear to a potential purchaser through the sale process (with which Vinehealth is intrinsically linked for properties on which vines are planted)

Programs and agreements

Questions	Very unresponsive	Somewhat unresponsive	Neutral	Somewhat responsive	Very responsive
Biosecurity programs (Clauses 152-157)					
Biosecurity agreements (Clauses 158)					
Reimbursement and compensation (Clauses 209-217)					

Comments

CLAUSE 153 – Approval of draft biosecurity program

- Vinehealth seeks to confirm that current existing industry programs will be taken into account by the Minister through Clause 153 (3) and/or Clause 157 (2) in the event that one or more additional biosecurity programs for the same biosecurity matter are proposed.

CLAUSE 157 – Government biosecurity programs

- Under subclause (4), Vinehealth notes the omission of a requirement to identify the manner in which the cost of implementing the government biosecurity program is to be met (to match that stated in Clause 152 (2)(h) for non-government biosecurity programs) and seeks assurance that there is no intention of creating another biosecurity levy in addition to the Vinehealth levy on the SA grape and wine industry.

Specific biosecurity matters

Questions	Very unresponsive	Somewhat unresponsive	Neutral	Somewhat responsive	Very responsive
Offence to release agent to cause harm (Clauses 242-246)					
Management of stray stock (Clauses 280-281)					
Biosecurity advisory groups (Clause 296, Schedule 4)					

Comments

CLAUSE 242 - Interpretation

- There appear to be many terms sporadically defined throughout the Bill, with Clause 3 only containing some 'key' terms, many of which are then defined elsewhere in the Bill. A number of terms do not feature in Clause 3 at all, for example, '(prescribed) agent' or 'release', featuring under Clause 242. From a readability perspective it would be extremely valuable to ensure Clause 3 contains all the terms referred to in the Bill, if their definition is the same throughout the Bill, even if other clauses are referenced as locations for the actual definitions of some of these terms.

CLAUSE 296 – Establishment of biosecurity advisory groups

- Vinehealth requests consideration from the Minister to become part of any future biosecurity advisory group enacted under this clause for the viticulture industry.

Compliance processes

Questions	Very unresponsive	Somewhat unresponsive	Neutral	Somewhat responsive	Very responsive
Internal and external review (Clauses 218-222)					
Offences generally (Clauses 21, 247-258)					
Evidentiary provisions (Clauses 259-265)					
Court orders (Clauses 266-275)					
Maximum penalties throughout the Bill (Refer to Bill overview)					
Miscellaneous (Clauses 284-286, 288-289, 291, 293)					
Recovery of costs (Clauses 294, 297)					

Comments

CLAUSE 256 – Common carriers

- Vinehealth recommends adding a definition for ‘common carriers’ into the Bill.
- Vinehealth seeks to understand whether there is intent to define any common carriers for the grape and wine industry as part of regulations.

Specific powers

Questions	Very unresponsive	Somewhat unresponsive	Neutral	Somewhat responsive	Very responsive
Additional emergency powers (Clauses 175-178, 201, 229-232)					
Reasonable suspicion (Clauses 276-278)					
Use of warrants (Clauses 168, 203, 208, 235)					
Interaction with other Acts (Clauses 20, 167, 178, 204, 240, 292)					
Use of 'suitable person' in decision-making (Clauses 11, 26, 54, 59, 70, 82, 87,93, 136, 140, 147, 299, Schedule 4 clause 1)					
Use of 'reasonably practicable' in decision-making (Clauses 18, 40, 49, 166,190, 203, 238)					
Decision to destroy (Clauses 166, 176, 190, 203-204, 238-240, 273, 280-281)					
Entry to residential premises (Clause 3 (definition), 162, 207, 231)					
Regulations, notices and instruments (Clause 282, 301, Schedule 5)					

Comments

CLAUSES 18, 20, 26, 49, 167, 178

- Refer previous comments against these clauses

CLAUSE 282 – Implied contractual terms and conditions

- Vinehealth seeks clarification as to whether the regulations are foreseen to include any implied contractual terms and conditions relating to the purchase and sale of biosecurity matter relevant to the grape and wine industries, and if so, what biosecurity matter.

Developing a Biosecurity Bill for South Australia

CLAUSE 301 – Regulations, notices and instruments

- Administration of the draft Biosecurity Bill is expected to occur largely through regulations. These regulations have not been made available for review as part of the current consultation, and therefore are expected to yet be drafted. **Vinehealth Australia requests the opportunity to review the regulations once drafted.**
- Provision of specific commentary on the implementation of the Act is extremely difficult without prior review of the Regulations and Transitional provisions.

Miscellaneous administration

Questions	Very unsupportive	Somewhat unsupportive	Neutral	Somewhat supportive	Very supportive
Register, disclosure of information (Clauses 38, 290)					
Use of technologies (Clauses 298)					
Other miscellaneous (Clauses 1-2, 279, 287, 295)					

Comments

No comments

Do you give permission for your feedback to be published? Yes
