



Queensland Government Gazette

PUBLISHED BY AUTHORITY

ISSN 0155-9370

Vol. 367]

FRIDAY 21 NOVEMBER 2014

QUEENSLAND GOVERNMENT GAZETTE

The Queensland Government Gazette has moved towards a simplified submission and payment method for publishing.

From 1st July 2014, all notification requests will receive a proof and quote for approval. Once the document has been checked and approved to publish by the client, payment would need to be made by credit card.

Payment would be considered your authority to publish. Non-payment would result in your notice being withdrawn from that week's edition and placed in the next week's folder to await payment.

Once payment has been processed the Gazette Team will automatically receive a notification of the payment made and proceed to publication of your notice.

DEADLINES

- **APPOINTMENT SUBMISSIONS:**
before 12 noon on a Tuesday for that Friday's edition.
Payments: to be received by noon on a Wednesday for that Friday's edition.
- **OTHER SUBMISSIONS:**
before 12 noon on a Wednesday for that Friday's edition.
Payments: to be received before close of business on a Wednesday for that Friday's edition.

GAZETTAL PROCESS

To ensure the notification is gazetted, the next step is as follows:

1. To make payment, please go to:
<https://www.smartservice.qld.gov.au/services/bill/gazette>
2. Type the quotation number **GAZ00XXX/14** or **VAC00XXX/14** as shown in the right hand top corner of your quotation
3. Remember to mark the **Tax Invoice Required** box to receive a tax invoice as well as a tax receipt – you need to save the PDF copy of both the receipt and invoice for your records
4. Once payment has been made, the Gazette Team will be notified via email from Smart Service Queensland

If you have any queries or concerns regarding the above change in process, please do not hesitate to contact the Gazette Team by emailing us at gazette@hpw.qld.gov.au or by telephone on (07) 3224 5060



Queensland Government Gazette

NATURAL RESOURCES AND MINES

PUBLISHED BY AUTHORITY

ISSN 0155-9370

Vol. 367]

FRIDAY 21 NOVEMBER 2014

[No. 59

*Land Act 1994***DEED OF GRANT CANCELLATION NOTICE (No 02)
2014****Short title**

1. This notice may be cited as the *Deed of Grant Cancellation Notice (No 02) 2014*.

Cancellation of grant [s.359(3) of the Act]

2. The Deed of Grant described in the Schedule is cancelled.

SCHEDULE**South Region, Roma Office**

Deed of Grant – 40068747

Current Title Reference- 50960485

Land granted- Lot 46 on ML1014, parish of Cunningham.

Area- 2125 m2.

ENDNOTES

- Made by the Governor in Council on 20 November 2014.
- Published in the Gazette on 21 November 2014.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.
- File Reference- 2014/001950

*Acquisition of Land Act 1967***TAKING OF LAND NOTICE BY THE MINISTER (No 20)
2014****Short title**

1. This notice may be cited as the *Taking of Land Notice* by the Minister (*No 20*) 2014.

Land taken [s.9(7) of the Act]

2. The land described in the Schedule is taken by Brisbane City Council for park purposes and vests in Brisbane City Council for an estate in fee simple on and from 21 November 2014.

SCHEDULE**South Region, Brisbane Office****Land Taken**

Lot 96 on RP18374, area 405 m2, whole of Title Reference 16082051, parish of Enoggera.

Lot 97 on RP18374, area 405 m2, whole of Title Reference 10635030, parish of Enoggera.

079/0000606

Lot 98 on RP18374, area 405 m2, whole of Title Reference 15958209, parish of Enoggera.

079/0000607

ENDNOTES

- Made by the Minister on 11 November 2014.
- Published in the Gazette on 21 November 2014.

- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines

*Land Act 1994***OBJECTIONS TO PROPOSED ROAD CLOSURE
NOTICE (No 46) 2014****Short title**

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 46) 2014*.

Application for road closure [s.100 of the Act]

2. Applications have been made for the permanent closure of the roads mentioned in the Schedule.

Objections

3.(1) An objection (in writing) to a proposed road closure mentioned in the Schedule may be lodged with the Executive Director, Department of Natural Resources and Mines, at the regional office for the region in which the road is situated.

(2) Latest day for lodgement of objections is **2 January 2015**.

(3) Any objections received may be viewed by other parties interested in the proposed road closure under the provisions of the *Right to Information Act 2009*. If you lodge an objection, please include in your objection letter whether you would like to be consulted if this issue becomes the subject of an access request under the *Right to Information Act 2009*.

Plans

4. Inspection of the plans of the proposed road closures may be made at-

- the Department of Natural Resources and Mines Offices at Brisbane and Warwick; and
- the Local Government Offices of Brisbane City and Southern Downs Regional;

for a particular plan in that district or that local government area.

SCHEDULE**PERMANENT CLOSURE****South Region, Brisbane Office**

1 An area of about 7790 m2 being part of Brompton Road separating Lot 2 on SP151113 from Lot 4 on RP70550 (parish of Enoggera, localities of The Gap and Upper Kedron) and shown as road proposed to be permanently closed on Drawing 14/230. (2014/007807)

South Region, Warwick Office

2 An area of about 1.77 ha being the temporarily closed road abutting Lot 3 on SP154147, Lot 229 on BNT1081

and Lot 1 on SP210420 (parish of Folkestone, Locality of Applethorpe) and shown as road proposed to be permanently closed on Drawing 14/203. (2014/006961)

ENDNOTES

1. Published in the Gazette on 21 November 2014.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

*Land Act 1994***FORFEITURE NOTICE (No 08) 2014****Short title**

1. This notice may be cited as the *Forfeiture Notice (08) 2014*.

Forfeiture of lease [ss.196 and 240S of the Act]

2. The lease referred to in the Schedule is forfeited for non payment of the rent.

3. The effective date of forfeiture is the date the particulars of the forfeiture are registered in the Leasehold Land Registry.

SCHEDULE**North Region, Townsville Office**

Special Lease No. 0/203651, Lot A on CWL2532, area of about 3.74 ha.

ENDNOTES

1. Published in the Gazette on 21 November 2014.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.
4. File Reference - 2007/000075

PLACE NAME PROPOSAL NOTICE (No 07) 2014**Short title**

1. This notice may be cited as the *Place Name Proposal Notice (No 07) 2014*.

Notice of Place Name Proposal [s.9 of the Act]

2. Notice is given that Andrew Cripps, Minister for Natural Resources and Mines intends to proceed with a proposal to name the places set out in the Schedule.

Display of plan

3. Plans illustrating the proposals may be viewed at www.dnrm.qld.gov.au.

Submissions

4. Individual submissions in writing, either in support of or against the proposals, may be lodged online at www.dnrm.qld.gov.au or sent to Queensland Place Names, Level 9 Landcentre, GPO Box 2454, Brisbane Qld 4001 within 2 months from the day of this publication.

SCHEDULE

Name	Feature	Local Government Area	Geog. Co-ords		Plan No.	Remarks
			Lat. S.	Long. E.		
Diggers Creek	Creek	Sunshine Coast Regional	26°40'49"	153°02'06"	QPN1275	New Feature
Tramway Creek	Creek	Sunshine Coast Regional	26°40'09"	153°02'52"	QPN1275	New Feature
Mangan Gully	Gully	South Burnett Regional	26°45'18"	151°58'00"	QPN1270	New Feature

ENDNOTES

1. Published in the Gazette on 21 November 2014.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.
4. Datum of Co-ordinates - Geocentric Datum of Australia 94
5. File References - 079/0000613 and 079/0000610

*Land Act 1994***REOPENING OF TEMPORARILY CLOSED ROAD NOTICE (No 31) 2014****Short title**

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 31) 2014*.

Reopening temporarily closed road [s.107 of the Act]

2. It is declared that the area of land comprised in the former Road Licence mentioned in the Schedule is reopened as road.

SCHEDULE**North Region, Cairns Office**

An area of about 2.267 ha being the road separating Lot 45 on RP704153 from Lot 2 on SP158821 exclusive of about 60.351 m at its south-eastern extremity, the road abutting the eastern boundaries of Lots 47 and 48 on RP704153 and the road abutting the southern boundary of Lot 47 on RP704153 and its continuation easterly for a distance of 20.117 m, being the land contained within former Road Licence No. 9/5301, (parish of Grafton). (2014/006733)

ENDNOTES

1. Published in the Gazette on 21 November 2014.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.



Queensland Government Gazette

TRANSPORT AND MAIN ROADS

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 367]

FRIDAY 21 NOVEMBER 2014

[No. 60

Acquisition of Land Act 1967
Transport Infrastructure Act 1994
Transport Planning and Coordination Act 1994

TAKING OF LAND NOTICE (No. 2772) 2014

Short title

1. This notice may be cited as the *Taking of Land Notice (No. 2772) 2014*.

Land to be taken [s.9(6) of the *Acquisition of Land Act 1967*]

2. The land described in the Schedule is taken for the purpose of transport, in particular, road purposes, as from 21 November 2014, and vests in the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, for an estate in fee simple.

SCHEDULE

Land Taken

County of Stanley, Parish of Bulimba - an area of about 707.1 square metres (being part of Easement A on RP120926) being part of Lot 78 on SP250399 contained in Title Reference: 50909442.

As shown approximately on Plan R206-98 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Brisbane City
Gateway Arterial Road (Gateway Motorway – South)
{Gateway Upgrade South Stage 2A; Redland Sub-Arterial; Road (U91)}
495/7279

ENDNOTES

1. Made by the Governor in Council on 13 November 2014.
2. Published in the Gazette on 21 November 2014.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.

This page has been left blank intentionally



Queensland Government Gazette

LOCAL GOVERNMENT
PUBLISHED BY AUTHORITY

ISSN 0155-9370

Vol. 367]

FRIDAY 21 NOVEMBER 2014

[No. 61

City of Brisbane Act 2010 – Section 32

**NOTICE OF MAKING THE HEALTH, SAFETY AND AMENITY
AMENDING LOCAL LAW 2014 FOR THE CITY OF BRISBANE**

1. Brisbane City Council has by resolution on 11 November 2014 made a local law entitled the *Health, Safety and Amenity Amending Local Law 2014*.
2. The local law has amended the *Health, Safety and Amenity Local Law 2009*.

Colin Jensen, Chief Executive Officer

This page has been left blank intentionally



Queensland Government Gazette

GENERAL

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 367]

FRIDAY 21 NOVEMBER 2014

[No. 62

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 21(5) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been appointed and is registered as a Commissioner for Declarations.

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Margaret Ann ANTHONY	Holloington Kuo CHEN	Nicole Amy HODKINSON
Jodi Maree ARCHER	Peter Kenway COOKE	Elaine JACOBIE
Ronald Jack AYEE	Jacqueline Anna COX	Ellie Maree LESLIE
Karen Patricia BEDDOES	Geoffrey Norman CUMMING	Lesley Ann LIGHT
Durshin BEGEDA	Stephanie CUMMING	Daniel Ralph LUKE
John Craig BIRSE	Benito Francis DE LUCA	Paul Daryll MASON
Robert John BISHOP	Angus DOWNING	Jodi Patricia MATHEWS
Trevor Ian BLAIN	Deborah Leigh DRECHSLER	Pamela Marie MCCULLOCH
Ronald Bruce BOOTH	Gregory Lance EARLY	Tobias Grant MCDONALD
Kevin Noel BRAKE	Milton David EDGEWORTH	Melissa Elice MILLAR
Gerald Francis BRENNAN	Anthony James FIELDS	Brian David OSLAND
Rosemarie CAMPBELL	Robert Leslie FOOT	Sara Leonie POLZIN
Robert James CANNING-URE	Verne Lewis GRAHAM	Tania Joanne RISELEY
Jon Phillip CAPPER	Dawn Elizabeth GRECH	Gary James RUSSELL
Carmel Mary CARNEGIE	Kimberley Anne GROVES	Joanne Louise SHENADAR
Neil Herbert CARPENTER	Kerry Wren HART	Elizabeth Jo VELLA
William Edmund CASE	John Anthony HODGES	Graham John WARREN

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Commissioner for Declarations.

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Brett FLANAGAN	Erin Monica GRECH	Gregory James LUSK
----------------	-------------------	--------------------

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 24(1) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been revoked as a Commissioner for Declarations.

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Linda Anne BERNARD	Deborah Gay GORDON	Alan John SHEPPARD
Graham Darrell BESTT	Margaret Louise HIBBS	Edith Robyn SLATTERY
John Alexander BREINL	Stephen Paul LATHER	
Jacqueline CANNON	Tracey Elizabeth MURRIN	

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Justice of the Peace (Commissioner for Declarations).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Howard William ALFORD	Herbert Roy BURROWS	Alexander Thomas DOBSON
Ruth Annette BANKS	Jacqueline Olive COLSON	Albert George A EASTAUGHFFE
Edgar John BOWEN	Barry Noel COUCH	Judith Mary FOORD
Joyce Elsie BRADFORD	Garth Roydon DAVIES	Stuart FORBES

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 24(1) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been revoked as a Justice of the Peace (Magistrates Court).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Stephen Edward CARSON

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 21(5) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been appointed and is registered as a Justice of the Peace (Qualified).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Madeleine Kelly ALDWELL	Glenn Anthony HEWITT	Claire Marie RICHARDSON
Abigail Eleanor ANDERSSON	Michael Luke HINTZ	Linda Joyce RICHARDSON
Helen Marie ASSER	Geraldine Winona HOLLYMAN	Kylie Ann RIXON
Lisa Jean ATHOLWOOD	Kathryn Ann HOWELL	Rossana SABISTON
Robin Anne BLACKSON	Karen Tracy JOHNSON	Kerry Donald SCOTT
Christine Lois BOX	Linda Janette JUSTO	Lee-Anne Cheryl SMITH
Christopher Allan BRITTAIN	David Mark LEIFER	Mary Ann SPALDING
Nicole Jane BRYERS	Kathleen Ann LEWIS	Michael John STORRS
William Graeme BURNETT	Timothy LIU	Alan Phillip STOTHART
Keith Herbert BURNS	Judy-Joy LONERGAN	Theresa Anne STOTHART
Julie Ann BURROWS	Kieren MALLEY	Brooke Elise TAYLOR
Peter Noel CASSELS	Margaret Edith MORRIS	Anne-Marie TOLSMA
Penny Ida COSH	Glenn Anthony MOTT	Belinda VLAAR
Kelly Ann COTTON	Yick Man Daisy NG	Pauline Faye WAKELY
Bhargav Hiteshkumar DAVE	Katherine Gail NOTHDURFT	Steven Daniel WILSON
Chad Henry DONNELLY	Henning Leif PEDERSEN	Tracey Anne WILSON
Rebecca Ann FRANKLIN	David Michael PERRY	Lindsay Alan WOODS
Kerry Jane GERSEKOWSKI	Mark Samuel PEZARO	David WU
Nancy Ann GONSALVEZ	Sharon Lee-Ann PITT	Tracy Lane ZIPP
Julie Ann GOODFELLOW	Monika Alicia PONMOON	
Sharon May HEASLIP	Natalie Jean-Louise RAGGETT	

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Justice of the Peace (Qualified).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Donald Robert NICOL
Catherine Clare POLE

Mary-Ann ROCHFORD
Steven Garth SMITH

Department of Justice and Attorney-General
Brisbane, 19 November 2014

It is notified that, pursuant to Section 24(1) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been revoked as a Justice of the Peace (Qualified).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Richard Kilby BILLS
Julie Nancy EDWARDS

Susan Elizabeth LONG
Deborah Kaye PALMER

Vincent Micheal TERARE
Speros Michael VASSILAKOS

NOTIFICATION OF THE FILLING OF ADVERTISED VACANCIES

The following appointments to various positions have been made in accordance with the provisions of the *Public Service Act 2008*.

NOTIFICATION OF THE FILLING OF APPOINTMENTS PART I

A public service officer, tenured general employee or a tenured public sector employee of a public sector unit listed in schedule 1 of *Public Service Regulation 2008* who wishes to appeal against a promotion listed in Part 1 must give a written Appeal Notice within 21 days following gazettal of the promotion to –

Industrial Registrar
Industrial Registry
Email: qirc.registry@justice.qld.gov.au
Web Address: www.qirc.qld.gov.au for Appeal Notice
For general enquiries prior to lodgement of an appeal:
Contact PSC Advisory Service 1300 038 472 or email pscenquiries@psc.qld.gov.au

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
COMMUNITIES, CHILD SAFETY AND DISABILITY SERVICES				
141930/14	Community Services Officer, Child Safety Services Funding and Support Team, Community Services Funding and Support, Disability and Community Services, Region – North Coast, Caboolture (AO5)	Date of duty	Morris, Cherry-Ann	Direct Services Team Leader, Strathpine AS&RS Service Centre, Accommodation Support and Respite Services, Disability and Community Services, Region – North Coast, Strathpine (OO6)
144858/14	Principal Child Protection Practitioner, Child Safety, Strategic Policy and Programs, Toowoomba (PO5)	Date of duty	Harm, Kathleen	Child Safety Officer, Western Downs Investigation and Assessment Child Safety Service Centre, Toowoomba (PO4)
144858/14	Principal Child Protection Practitioner, Child Safety, Strategic Policy and Programs, Toowoomba (PO5)	Date of duty	Leadbetter, Michelle	Community Services Officer, Toowoomba Community Services, Toowoomba (AO5)
143395/14	Quality Practice Officer, Child Safety, Strategic Policy and Programs, Brisbane (AO7)	Date of duty	Gadsden, Bobbie-Jayne	Program Officer, Service Transition, Disability and Community Care Provider Transition, Disability Programs and Investment, Strategic Policy and Programs, Brisbane (AO5)
EDUCATION, TRAINING AND EMPLOYMENT				
SER 6359/14	Head of Special Education Services, Highland Reserve State School – Special Education Program, South East Region (HOSES2)	22-01-2015	Winspear, Wendelina Marianne	Teacher, Highland Reserve State School – Special Education Program, South East Region (A0401)
NQR 6293/14	Principal, Rollingsstone State School, North Queensland Region (SL1)	01-01-2015	Constantine, Kacey Jayne	Head of Curriculum, Townsville Central State School, North Queensland Region (HOC)
NQR 6283/14	Principal, Brandon State School, North Queensland Region (SL1)	01-01-2015	Guiney, Jacquelyn Lee	Teacher, Deception Bay North State School, North Coast Region (C0302)
NQR 6294/14	Principal, Gumlu State School, North Queensland Region (SL1)	01-01-2015	Harrington, Thomas Tyler	Teacher, Rasmussen State School, North Queensland Region (C0203)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
NQR 6506/14	Principal, Scottville State School, North Queensland Region (SL1)	01-01-2015	Coffey, Rowan Edward	Teacher, Surfers Paradise State School, South East Region (A0304)
NCR 6310/14	Head of Department - Student Support, Chancellor State College, North Coast Region (HOD 2)	22-01-2015	Field, Christopher Jayme	Teacher, Chancellor State College, North Coast Region (A0304)
NCR 6346/14	Head of Department - English, Chancellor State College, North Coast Region (HOD 2)	22-01-2015	Hennessy, Judith Mary	Teacher, Chancellor State College, North Coast Region (C0301)
NCR 6521/14	Head of Department – Teaching and Learning, Noosa District State High School, North Coast Region (HOD2)	22-01-2015	Gordon, Murray James	Teacher, Noosa District State High School, North Coast Region (A0401)
FNR 6252/14	Principal, Daintree State School, Far North Queensland Region (SL1)	01-01-2015	Andrews, Matthew Thomas	Teacher, Georgetown State School, Far North Queensland Region (C0204)
DSR 6345/14	Principal, Augathella State School, Darling Downs South West Region (SL1)	01-01-2015	Cornes, Natalie Roberta	Teacher, Charleville State High School, Darling Downs South West Region (A0304)
DSR 6247/14	Principal, Jimbour State School, Darling Downs South West Region (SL1)	01-01-2015	Malmberg-Moore, Jasmine Lorraine	Teacher, Brighton State School, Metropolitan Region (C0302)
DSR 6270/14	Principal, Eulo State School, Darling Downs South West Region (SL1)	01-01-2015	Lawson, Bianca Lillian	Teacher, Eulo State School, Darling Downs South West Region (C0202)

ENERGY AND WATER SUPPLY

25773/14	Manager, Networks and Demand Response, Energy Supply and Regulation, Energy Division, Brisbane (A08)	Date of duty	Gout, Gillian	Principal Advisor, Networks and Demand Response, Energy Supply and Regulation, Energy Division, Brisbane (A07)
----------	--	--------------	---------------	--

HOUSING AND PUBLIC WORKS

140417/14	Principal Estimator, Statewide Operations, Building and Asset Services, Building Services and Works Division, Cairns (O08)	Date of duty	Gee, Shaun	Estimator, Statewide Operations, Building and Asset Services, Building Services and Works Division, Cairns (O06)
-----------	--	--------------	------------	--

JUSTICE AND ATTORNEY-GENERAL

141762/14	Ministerial/Departmental Correspondence Officer, Executive Services, Office of the Director General, Brisbane (A04)	Date of duty	Chia, Janice	Administration Officer, Queensland Parole Board, Specialist Operations, Queensland Corrective Services, Brisbane (A03)
136720/14	Assistant Manager Sentence Management, Sentence Management Services, Specialist Operations, Queensland Corrective Services (A05)	Date of duty	Browning, Toni	Sentence Planning Coordinator, Sentence Management Services, Specialist Operations, Queensland Corrective Services (A04)
138634/14	Senior Equipment Safety Advisor, Electrical Equipment and Licensing, Electrical Safety Office, Office of Fair and Safe Work Queensland, Brisbane (A06)	Date of duty	Cooper, Malcolm	Senior Electrical Safety Inspector, Electrical Safety Compliance, Office of Fair and Safe Work Queensland, Brisbane (A05)
139538/14	Principal Lawyer, Constitutional Law, Public Law Branch, Crown Law, Brisbane (PO6)	Date of duty	Ussher, Wendy	Senior Policy Officer, Strategic Policy, Private Sector Industrial Relations, Office of Fair and Safe Work Queensland, Brisbane (A07)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
145382/14	Correctional Manager, Maximum Security Unit, Custodial Operations, Woodford Correctional Centre, Queensland Corrective Services, Woodford (AO7)	Date of duty	Kajewski, Jeffery	Correctional Supervisor, Custodial Operations, Woodford Correctional Centre, Queensland Corrective Services, Woodford (CO3)
141797/14	Executive Council Minutes Officer, Executive Services, Office of the Director-General, Brisbane (AO4)	Date of duty	Cakebread, Graeme	Administration Officer, Executive Services, Office of the Director-General, Brisbane (AO2)
145274/14	Practice Manager, Dispute Resolution Branch, Community Justice Services, Brisbane (AO7)	Date of duty	Eastall, Ashley	Coordinator (Wide Bay), Dispute Resolution Branch, Community Justice Services, Wide Bay (AO5)
110135/14	Senior Program Delivery Officer, Custodial Operations, Townsville Correctional Complex, Queensland Corrective Services, Townsville (PO4)	Date of duty	Duke, Amy	Senior Case Manager, Offender Development, Townsville Correctional Complex, Queensland Corrective Services, Townsville (PO3)
138435/14	Court Services Officer, Supreme, District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Naumann, Graham	Administrative Officer – Bailiff, Supreme, District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
138435/14	Court Services Officer, Supreme, District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Hobson, Nicole	Administrative Officer, Supreme, District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
138435/14	Court Services Officer, Supreme, District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Stewart, Kara	Administrative Officer, Supreme, District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
136720/14	Assistant Manager Sentence Management, Specialist Operations Sentence Management Services, Queensland Corrective Services, South East Queensland (AO5)	Date of duty	Green, Jane	Sentence Planning Coordinator, Sentence Management Services, South East Queensland Reception, Queensland Corrective Services, Brisbane (AO4)
140322/14	Executive Officer, Office of the Director-General, Brisbane (AO6)	Date of duty	Gallagher, Renee	Executive Support Officer, Office of the Director-General, Brisbane (AO3)
110490/14	Executive Assistant, Strategic Policy, Strategic Policy and Legal Services, Brisbane (AO3)	Date of duty	Murphy, Chantelle	Assistant Client Service Officer, Reform and Support Services, Queensland Courts Service, Justice Services, Brisbane (AO2)
128137/14	Deputy Registrar, Supreme, District and Land Court Services, Queensland Court Services, Justice Services, Brisbane (AO4)	Date of duty	Munro, Samantha	Court Services Officer, Supreme, District and Land Court Services, Queensland Court Services, Justice Services, Brisbane (AO3)

PUBLIC TRUST OFFICE

PT 52/14	Principal Public Trust Officer, Client Services Program, Public Trust Office, Brisbane (AO5)	Date of duty	Moenoa-Williams, Satapu	Senior Public Trust Officer, Client Services Program, Public Trust Office, Brisbane (AO4)
-------------	--	--------------	----------------------------	---

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
QUEENSLAND TREASURY AND TRADE				
143708/14	Treasury Analyst, Budget Portfolios Division, Brisbane (AO6)	Date of duty	Craven, Shaneen	Treasury Analyst, Fiscal Group, Budget Portfolio Division, Brisbane (AO5)
143708/14	Treasury Analyst, Budget Portfolios Division, Brisbane (AO6)	Date of duty	Haigh, Sarah	Treasury Analyst, Fiscal Group, Budget Portfolio Division, Brisbane (AO5)
143708/14	Treasury Analyst, Budget Portfolios Division, Brisbane (AO5)	Date of duty	Baird, Alistair	Treasury Analyst, Fiscal Group, Budget Portfolio Division, Education, Brisbane (AO4)
SCIENCE, INFORMATION TECHNOLOGY, INNOVATION AND THE ARTS				
143937/14	Principal Research Analyst, Digital Archives, Queensland State Archives, Digital Productivity and Services, Runcorn (AO7)	Date of duty	MacDonald, Ingrid	Principal Appraisal Archivist, Agency Services, Government Recordkeeping, Queensland State Archives, Digital Productivity and Services, Runcorn (PO4)
TRANSPORT AND MAIN ROADS				
144856/14	Manager (Program Support), Program Delivery and Operations, Infrastructure Management and Delivery, Cairns (AO7)	Date of duty	Pickering, Lynette	Senior Program Support Advisor Program Delivery and Operations, Infrastructure Management and Delivery, Cairns (AO6)
145099/14	Manager (Policy), Service Policy and Investment, Passenger Transport Integration, TransLink, Brisbane (AO8)	Date of duty	Kaden, Daniel	Principal Advisor (Policy), PT Policy and Legislation, Service Policy and Investment, Passenger Transport Integration, TransLink, Brisbane (AO7)

NOTIFICATION OF THE FILLING OF APPOINTMENTS PART II

Appointments have been approved to the undermentioned vacancies.
Appeals do not lie against these appointments.

APPOINTMENTS PART II - NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
COMMUNITIES, CHILD SAFETY AND DISABILITY SERVICES			
138973/14	Director Clinical Practice, Clinical Services, Disability and Community Services, Region-Brisbane (SO)	Date of duty	Staal, Karen
EDUCATION, TRAINING AND EMPLOYMENT			
NQR 6511/14	Principal, Mornington Island State School, North Queensland Region (SL6)	01-01-2015	Linnehan, Peter John
NQR 6512/14	Principal, Ayr East State School, North Queensland Region (SL5)	01-01-2015	McCullough, Helen Jane
SER 6484/14	Principal, Benowa State School, South East Region (SL6)	08-12-2014	Josey, Michael Wayne
SER 6516/14	Deputy Principal, Benowa State High School, South East Region (DSL3)	22-01-2015	Chippendale, Glenn Stuart
MER 6454/14	Head of Department – Industrial Design and Technology, Corinda State High School, Metropolitan Region (HOD2)	22-01-2015	Jack, Richard William
NCR 6547/14	Deputy Principal, Nambour State High School, North Coast Region (DSL3)	22-01-2015	Tennant, Jeffrey
JUSTICE AND ATTORNEY-GENERAL			
145671/14	Director, Business Development and Planning, Electrical Safety Office, Office of Fair and Safe Work Queensland, Brisbane (SO)	Date of duty	Korenromp, Jason
PARLIAMENTARY SERVICE			
PAR 31/14	Supervising Parliamentary Attendant (Chamber and Tours), Security and Attendant Services, Parliament House, Brisbane (OO4)	10-11-2014	Jones, Angilee Taressa
SCIENCE, INFORMATION TECHNOLOGY, INNOVATION AND THE ARTS			
* 110264/14	General Manager, Smart Service Queensland, Brisbane (SES3)	Date of duty	Armstrong, Fiona

* Contract for 2 (two) years.

GOVERNMENT AND PUBLIC NOTICES IN THE GAZETTES AS FROM 1 JULY 2013 INCLUDES 2.4% CPI INCREASE

	New Price	GST	Total
EXTRAORDINARY GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 227.77	\$ 22.78	\$ 250.55
PROFESSIONAL REGISTER AND LISTS GAZETTES			
Formatted electronic files or E-mail (check for compatibility) 0-50 pages	\$ 135.52	\$ 13.55	\$ 149.07
Formatted electronic files or E-mail (check for compatibility) 51+ pages	\$ 115.42	\$ 11.54	\$ 126.96
ENVIRONMENT AND RESOURCE MANAGEMENT GAZETTE AND TRANSPORT AND MAIN ROADS GAZETTE			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 143.79	\$ 14.38	\$ 158.17
LOCAL GOVERNMENT GAZETTE			
Formatted electronic files or E-mail (must be compatible) Full page text	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible) Full page text	\$ 264.06	\$ 26.41	\$ 290.47
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
VACANCIES GAZETTE IS NO LONGER PUBLISHED - APPOINTMENT NOTICES NOW APPEAR WITHIN THE GENERAL GAZETTE			
GENERAL GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (must be compatible)	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 264.06	\$ 26.41	\$ 290.47
GENERAL GAZETTE - PER MM TEXT			
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
GENERAL GAZETTE - APPOINTMENT NOTICES PART I (APPEALABLE) AND PART II (NON-APPEALABLE)			
APPOINTMENTS - PART I & PART II			
2 lines	\$ 44.28	\$ 4.43	\$ 48.71
3 lines	\$ 61.99	\$ 6.20	\$ 68.19
4 lines	\$ 79.70	\$ 7.97	\$ 87.67
5 lines	\$ 92.98	\$ 9.30	\$ 102.28
6 lines	\$ 110.69	\$ 11.07	\$ 121.76
7 lines	\$ 123.97	\$ 12.40	\$ 136.37
8 lines	\$ 137.25	\$ 13.73	\$ 150.98
9 lines	\$ 150.54	\$ 15.05	\$ 165.59
SUBMISSION DEADLINES:			
DEPARTMENTAL APPOINTMENT SUBMISSIONS - PART I & PART II	before 12 noon on Tuesday		
GENERAL GAZETTE SUBMISSIONS	before 12 noon on Wednesday		
LOCAL GOVERNMENT GAZETTE SUBMISSIONS	before 12 noon on Wednesday		
EXTRAORDINARY GAZETTE SUBMISSIONS	any day of the week		
For more information regarding Gazette notices, please email gazette@hpw.qld.gov.au Prices are GST inclusive unless otherwise stated.			

Department of Justice and Attorney-General
Brisbane, 10 November 2014

Holidays Act 1983

NOTIFICATION

I, the Honourable Jarrod Bleijie MP, Attorney-General and Minister for Justice in pursuance of the provisions of the *Holidays Act 1983*, hereby appoint the day specified in Column 1 of the Schedule, hereto as a public holiday within the District set opposite that day in Column 2 of the schedule, being a holiday in respect of the annual agricultural, horticultural or industrial show set opposite that day in Column 3.

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Name of Show
20 May	Barcaldine Region - Alpha and Jericho Townships	Alpha Annual Show
28 May	Bundaberg Region - within the post codes of 4670 and 4660	Bundaberg Annual Show
10 August	Bundaberg Region - within the postcode of 4671	Royal Queensland Show
17 July	Cairns Region	Cairns Annual Show
10 July	Cassowary Coast Region - Divisions 4, 5 & 6 and those parts of Divisions 2 & 3 generally North of the Walter Hill Range	Innisfail and District Annual Show
24 July	Cassowary Coast Region - Division 1 and those parts of Divisions 2 & 3 generally South of the Walter Hill Range	Tully and District Annual Show
22 May	Central Highlands Region - Capella & Tieri	Capella & District Annual Show
29 May	Central Highlands Region - Townships of Springsure & Rolleston	Springsure & District Show
3 June	Central Highlands Region - Townships of Emerald, Comet, Gemfields, Blackwater, Bluff, Dingo, Duaringa	Emerald Annual Show
28 July	Charters Towers Region	Charters Towers Annual Show
12 August	City of Brisbane	Royal Queensland Show
28 August	City of Gold Coast	Gold Coast Annual Show
15 May	City of Ipswich	Ipswich Annual Show
19 June	City of Mount Isa	Mount Isa Annual Show
10 August	City of Redland	Royal Queensland Show
6 July	City of Townsville	Townsville Annual Show

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Name of Show
6 July	Community of Palm Island	Townsville Annual Show
22 May	Fraser Coast Region	Fraser Coast Annual Show
5 August	Gladstone Region	Gladstone Annual Show
13 March	Goondiwindi Region - that area covered by the former Shire of Inglewood excluding that part of the former shire within the boundaries of the parishes of Wyemo, Beebo, Texas, Silverspur, Arcot, Gunyan, Bonshaw, Maiden Head, Aitkin's Flat & the town of Texas	Inglewood Annual Show
1 May	Goondiwindi Region - for that area covered by the former Goondiwindi Town Council & the former Waggamba Shire	Goondiwindi Annual Show
10 August	Goondiwindi Region - for that area covered by the former Shire of Inglewood within the boundaries of the parishes of Wyemo, Beebo, Texas, Silverspur, Arcot, Gunyan, Bonshaw, Maiden Head, Aitkin's Flat & the town of Texas	Royal Queensland Show
15 May	Gympie Region excluding Goomeri Township, Parish of Goomeribong	Gympie Annual Show
10 August	Gympie Region - Goomeri Township, Parish of Goomeribong	Royal Queensland Show
10 August	Lockyer Valley Region	Royal Queensland Show
10 August	Logan City	Royal Queensland Show
25 June	Mackay Region	Mackay Annual Show
8 May	Maranoa Region - from the Eastern boundary of the Council including the towns of Jackson, Yuleba, Wallumbilla, Roma, Hodgson & Muckadilla. North of Roma to the Northern boundary of the Council including the town of Injune & the area known as Bymount & South of Roma to the Southern boundary of the Council including the township of Surat & the area East & South of Surat Township	Roma Annual Show

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Name of Show
12 May	Maranoa Region - West of Amby to the Western boundary of the Council including the towns of Mitchell & Mungallala. South of Amby to the Southern boundary of the Council including the area known as Dunkeld & North of Amby to the Northern boundary of the Council	Mitchell Annual Show
7 July	Mareeba Shire - That part of the Mareeba Shire included within the Parishes of Irvinebank, Myosotis and Western.	Atherton Annual Show
17 July	Mareeba Shire excluding the Parishes of Irvinebank, Myosotis, Western, Mowbray, Salisbury, Riflemead and that part of the Parish of Garioch located North of Hunder and Rifle Creeks.	Cairns Annual Show
20 July	Mareeba Shire - That part of Mareeba Shire included within the Parishes of Mowbray, Salisbury, Riflemead and that part of the Parish of Garioch located North of Hunter and Rifle Creeks.	Mossman Annual Show
10 August	Moreton Bay Region	Royal Queensland Show
27 April	North Burnett Region - Monto	Monto Annual Show
8 May	North Burnett Region - Mundubbera Area	Mundubbera Annual Show
10 August	North Burnett Region - Biggenden, Eidsvold, Gayndah and Mount Perry Areas	Royal Queensland Show
10 August	Northern Peninsula Area Region	Northern Peninsula Area Show
11 June	Rockhampton Region	Rockhampton Annual Show
10 August	Scenic Rim Region	Royal Queensland Show
17 July	Shire of Aurukun	Cairns Annual Show
10 August	Shire of Balonne	Royal Queensland Show
5 May	Shire of Banana - that part of the Shire formerly known as Div 1 of Taroom Shire	Taroom Annual Show

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Name of Show
12 May	Shire of Banana - That part of the Shire covered by the parishes of Mayne, Quakit, Gibber Gonyah, Martin, Highworth, Southend, Coteeda, Blackman, Cracow, Dresden, Mungungal, Camboon, Okangal, Walloon, Woolton, Woolthorpe, Warnoah, Belmont, Colombo, Tarramba, Barfield, Rhydding, Roundstone, Capayan, and that part of the parish of Banana described as L110/FN261, L109/FN261, L48/FN283, L53/FN423, L1&2/RP892597, L1/RP612740, L1-6/RP613366, L2/RP612740, L127/FN470 & Pt L13/FN469	Theodore Annual Show
15 May	Shire of Banana - that part of the Shire covering the parishes of Annandale, Craiglands, Dumgree, Earlsfield, Greycliffe, Spier, Thalberg, Callide, Prairie, Coreen, Kooingal, Scoria, Kroombit, Clifford, Kariboe, Grevillea, Prospect, Tiamby, Moura & Kianga	Callide Valley Annual Show
12 June	Shire of Banana - that part of the Shire covering the parishes of Thuriba, Olinda, Rannes, Benleith, Granville, Woolein, Fairview, Cottenham, Wright, Perch, Neimen & the parish of Banana excluding L110/FN261, L109/FN261, L48/FN283, L53/FN423, L1&2/RP892597, L1/RP612740, L1-6/RP613366, L2/RP612740, L127/FN470 & Pt L13/FN469	Rockhampton Annual Show
12 June	Shire of Banana - that part of the Shire covering the parishes of Westwood, Fleetwood, Moongan, Dundee, Bunerba, Ulogie, Manton, Don & Bundalba	Rockhampton Annual Show
15 May	Shire of Barcoo	Longreach Annual Show
5 June	Shire of Bulloo	Hungerford Field Day
26 June	Shire of Burdekin	Burdekin Annual Show
5 June	Shire of Carpentaria	Normanton Show Day
12 June	Shire of Cloncurry	Cloncurry & District Annual Show
31 July	Shire of Cook	Cooktown Agricultural Show
22 June	Shire of Croydon	Croydon Poddy Dodgers Festival
20 July	Shire of Douglas	Mossman Annual Show
17 July	Shire of Etheridge	Cairns Annual Show

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Name of Show
29 May	Shire of Flinders	Hughenden Show
1 July	Shire of Hinchinbrook	Ingham Annual Show
17 July	Shire of Hope Vale	Cairns Annual Show
17 July	Shire of Lockhart River	Cairns Annual Show
19 June	Shire of Mornington	Mount Isa Annual Show
15 May	Shire of Murweh	Charleville & District Annual Show
17 July	Shire of Napranum	Cairns Annual Show
11 September	Shire of Noosa	Noosa Country Show
22 May	Shire of Paroo	Cunnamulla Show
12 June	Shire of Richmond	Richmond Annual Field Day
18 September	Shire of Torres	Torres Strait Multicultural Show
12 June	Shire of Woorabinda	Rockhampton Annual Show
10 August	Somerset Region	Royal Queensland Show
10 August	South Burnett Region	Royal Queensland Show
30 January	Southern Downs Region - the area of the former Stanthorpe Shire and the area of the village of Dalveen	Stanthorpe Annual Show
6 February	Southern Downs Region - the area of the former Warwick Shire - Division 1	Allora Annual Show
20 February	Southern Downs Region - the area of the former Warwick Shire - Division 3 (excluding the urban area of Warwick City and the locality of Murray's Bridge)	Killarney Annual Show
27 March	Southern Downs Region - the area of the former Warwick Shire - Divisions 2, 5 & 6, Division 3 (being the urban area of Warwick City and the locality of Murray's Bridge), Division 4 (excluding the village of Dalveen)	Warwick Annual Show
29 May	Sunshine Coast Region - the area of the former Caloundra City Council	Maleny Annual Show
12 June	Sunshine Coast Region - the area of the former Maroochy Shire	Sunshine Coast Annual Show
8 July	Tablelands Region	Atherton Annual Show

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Name of Show
19 March	Toowoomba Region - Toowoomba Regional Council area excluding the Yarraman, Upper Yarraman & Cooyar areas	Toowoomba Royal Show
10 August	Toowoomba Region - that part of the Toowoomba Regional Council area covered by Yarraman, Upper Yarraman & Cooyar	Royal Queensland Show
10 April	Western Downs Region - Dalby	Dalby & District Annual Show
21 April	Western Downs Region - Wandoan	Wandoan District Annual Show
19 May	Western Downs Region - Miles	Miles & District Show
22 May	Western Downs Region - Chinchilla	Chinchilla Annual Show
10 August	Western Downs Region - Tara	Royal Queensland Show
19 June	Whitsunday Region - the area formerly known as Shire of Whitsunday	Whitsunday Show
23 June	Whitsunday Region - the area formerly known as Divisions 1 & 2 of the Shire of Bowen and that part of Division 3 North of the Bogie River from its confluence with the Burdekin River to its source and then Easterly by the Clarke Range to the Eastern boundary of the Shire	Bowen Annual Show
3 November	Whitsunday Region - that area formerly known as that part of Div 3 of the Shire of Bowen South of the Bogie River from its confluence with the Burdekin River to its source and then Easterly by the Clarke Range to the Eastern boundary of the Shire	Collinsville Annual Show
17 July	Wujal Wujal Community	Cairns Annual Show

JARROD BLEIJIE

Department of Justice and Attorney-General
Brisbane, 10 November 2014

Holidays Act 1983

NOTIFICATION

I, the Honourable Jarrod Bleijie, Attorney-General and Minister for Justice in pursuance of the provisions of the *Holidays Act 1983*, hereby appoint the day specified in Column 1 of the Schedule, hereto as a special holiday within the District set opposite that day in Column 2 of the schedule, being a special holiday in respect of the event set opposite that day in Column 3.

Note 1: The following holidays are special holidays pursuant to Section 4 of the *Holidays Act 1983* and are bank holidays not public holidays.

Note 2: Pursuant to a directive issued under the *Public Service Act 2008*, they are holidays for public service employees unless otherwise determined by a chief executive.

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Event
3 November	Barcaldine Region - Aramac, Barcaldine and Muttaborra Townships	Melbourne Cup
3 November	Blackall-Tambo Region	Melbourne Cup Day
5 June	Community of Palm Island	Strike 57 Commemoration Day
12 June	Community of Palm Island	BWGCOLMAN Day
17 July	Community of Palm Island	NAIDOC
4 September	Community of Palm Island	Spring Fair Festival Day
3 November	Longreach Region	Melbourne Cup Day
3 June	Northern Peninsula Area Region	Mabo Day
13 November	Northern Peninsula Area Region	NPA Carnival
4 August	Shire of Aurukun	Aurukun Day
20 July	Shire of Boulia	Boulia Camel Races
31 July	Shire of Cloncurry	Cloncurry Merry Muster Rodeo
1 June	Shire of Doomadgee	Mabo Day
28 August	Shire of Doomadgee	Doomadgee Day
23 February	Shire of Lockhart River	Foundation Day
24 July	Shire of Lockhart River	St. James' Day
29 October	Shire of Lockhart River	DOGIT Day
24 November	Shire of Mornington	Mornington Island Memorial Day

Column 1	Column 2	Column 3
Date of Holiday 2015	District	Event
3 November	Shire of Murweh	Central Warrego Race Club Inc. Annual Melbourne Cup Race Meeting (Afternoon Only)
28 October	Shire of Napranum	Napranum DOGIT Day
3 November	Shire of Quilpie	Melbourne Cup Day
3 November	Shire of Richmond	Richmond Melbourne Cup Races (Afternoon Only)
3 June	Shire of Torres	Mabo Day
1 July	Shire of Torres	Coming of the Light Day
25 September	Shire of Winton	Winton Outback Festival
2 February	Torres Strait Island Region - Badu	Deed of Grant in Trust Hand Over Day
27 April	Torres Strait Island Region - Badu	St. Marks Church Day
30 October	Torres Strait Island Region - Badu	Coming of the Light to Badu
11 December	Torres Strait Island Region - Badu	Native Title Determination Day - Badu
27 February	Torres Strait Island Region - Boigu	United Pentecostal Church Day (Church of Rock)
19 June	Torres Strait Island Region - Boigu	St. Saviour Church Day (Torres Strait Church)
8 July	Torres Strait Island Region - Boigu	Coming of the Light
10 December	Torres Strait Island Region - Boigu	Native Title Determination Day - Boigu
14 May	Torres Strait Island Region - Dauan	Ascension Day
6 July	Torres Strait Island Region - Dauan	Coming of the Light & Native Title Determination Day
16 September	Torres Strait Island Region - Dauan	Holy Cross Church Day
24 September	Torres Strait Island Region - Erub	Native Title Determination Day - Erub

Column 1	Column 2	Column 3	Column 1	Column 2	Column 3
Date of Holiday 2015	District	Event	Date of Holiday 2015	District	Event
2 July	Torres Strait Island Region - Erub & Ugar	Coming of the Light Celebrations	20 July	Torres Strait Island Region - Porum & Warraber	Indigenous Protected Area Celebration
6 August	Torres Strait Island Region - Erub & Ugar	Transfiguration Church Day	19 June	Torres Strait Island Region - Poruma	Halfway Island Native Title Determination Day
2 November	Torres Strait Island Region - Erub & Ugar	All Saints Church Day	30 November	Torres Strait Island Region - Poruma	St Andrews Church Day
1 May	Torres Strait Island Region - Hammond	Patron Saint Joseph Day	13 February	Torres Strait Island Region - Saibai	Saibai Native Title Determination Day
16 September	Torres Strait Island Region - Hammond	Hammond Island Church Opening Day	19 June	Torres Strait Island Region - Saibai	Holy Trinity Church Day
19 June	Torres Strait Island Region - Iama	St John Divine Church Day	3 August	Torres Strait Island Region - Saibai	Annexure Day
16 September	Torres Strait Island Region - Iama	Turan Tabernacle Church Day Iama UPC	4 December	Torres Strait Island Region - Saibai	Church Dedication Day
14 December	Torres Strait Island Region - Iama	Native Title Determination Day - Iama	26 January	Torres Strait Island Region - St Pauls	St Pauls Anglican Church Day
29 June	Torres Strait Island Region - Kubin	St Peter's Church Day	20 April	Torres Strait Island Region - St Pauls	Kozan Outreach Church Day
12 February	Torres Strait Island Region - Kubin & St Pauls	Mualgal Native Title Determination Day	9 December	Torres Strait Island Region - Ugar	Native Title Determination Day - Ugar
4 February	Torres Strait Island Region - Mabuia	St. Mary Church Day	29 June	Torres Strait Island Region - Warraber	Church Day - Warraber
30 June	Torres Strait Island Region - Mabuia	Wagadagam Tribal Chief Initiation Day	10 July	Torres Strait Island Region - Warraber	Coming of the Light - Warraber
8 July	Torres Strait Island Region - Mabuia	Native Title Determination Day - Mabuia	24 August	Torres Strait Island Region - Warraber	Native Title Determination Day - Warraber
4 September	Torres Strait Island Region - Mabuia	Coming of the Light to Mabuia	3 June	Torres Strait Island Region (whole region)	Mabo Day
24 June	Torres Strait Island Region - Masig	Parish of Loane, Independent Church of Torres Strait	1 July	Torres Strait Island Region (whole region)	Coming of the Light
3 July	Torres Strait Island Region - Masig	Coming of the Light to Masig	23 August	Torres Strait Island Region (whole region)	Anniversary of First Councillors Meeting - Masig
6 July	Torres Strait Island Region - Masig	United Penecostal Church Day	11 September	Torres Strait Island Region (whole region)	Torres Shire Council Holiday
29 December	Torres Strait Island Region - Masig	St John the Evangelist Church Day			JARROD BLEIJIE
7 July	Torres Strait Island Region - Masig, Poruma & Warraber	Native Title Determination Days - Masig, Poruma & Warraber			
15 June	Torres Strait Island Region - Mer	Dauar Waier Observance Festival			
27 July	Torres Strait Island Region - Mer	St James Church Day			

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Cairns and Hinterland Hospital and Health Service)

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:

Lawrence Springborg
Minister for Health

Signed on the 11th day of November, 2014

I, **Lawrence Springborg**, Minister for Health hereby:

1 Provisions to facilitate the transfer of Functions to the Cairns and Hinterland Hospital and Health Service

1.1 Freehold Land (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each parcel of freehold land (if any) described in **schedule 1 (Freehold Land Schedule)**, effective at the Effective Time.

1.2 Leases under the Land Act 1994 (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each registered lease (if any) described in **schedule 2 (Land Act Lease Schedule)**, effective at the Effective Time.

1.3 Reserves under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each reserve (if any) set out in **schedule 3 (Land Act Reserve Schedule)**, effective at the Effective Time.

1.4 Deeds of Grant in Trust under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each deed of grant in trust (if any) set out in **schedule 4 (Land Act DOGIT Schedule)**, effective at the Effective Time.

1.5 Registered Leases (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with the registered leases (if any) set out in **schedule 5 (Registered Lease Schedule)**, effective at the Effective Time.

1.6 Unregistered Leases, Licences and Other Rights (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with each unregistered lease, licence or Other Rights that as at the Effective Time the Service (and no other Hospital and Health Service) had the benefit of and which relates solely to the Functions, effective at the Effective Time (to the extent that such unregistered leases, licences and Other Rights are not Excluded Agreements).

1.7 Conditions (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to these conditions:

- (a) The transfers are subject to:
 - (i) all Existing Access Rights;
 - (ii) all Existing Occupancy Rights;

- (iii) all Existing Rights; and
- (iv) the right of the State (represented by Department of Health) and those authorised by the State (represented by Department of Health) to access the Transferred Properties at any time after the Effective Time for the purpose of carrying out Major Capital Works (but except in the case of an emergency the State (represented by Department of Health) must give the Service reasonable prior notice) and access for any other purposes under the Act.

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) If the beneficiary of the rights specified in **clause 1.7(a)** is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of Department of Health) and such rights are with respect to the occupied areas (if any) within the Transferred Properties described in **schedule 8 (Specific Occupied Areas Schedule)**:
 - (i) the State (represented by Department of Health) and the Service must within 12 months after the Effective Time enter into a formal commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

- (A) the rent payable to the Service is \$1.00 per year (if demanded);
 - (B) the term of the lease is to be agreed between the Service and the State (represented by Department of Health) on a case-by-case basis;
 - (C) the State (represented by Department of Health) must pay all reasonable costs of preparing, finalising and registering the lease but the Service will be responsible for paying its own legal and other costs; and
 - (D) all other terms and conditions applicable to the lease are to be negotiated and agreed by the Service and the State (represented by Department of Health) within 12 months after the Effective Time;
- (ii) if the lease is not entered into within 12 months after the Effective Time, then the State (represented by Department of Health) and the Service may agree in writing to a reasonable extension of time to enter into such lease;
 - (iii) until the lease is finalised the rights of the State (represented by Department of Health) with respect to the occupied areas (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** will continue to be in accordance with the provisions of this **clause 1.7** and, without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies;
 - (iv) if there is any disagreement between the State (represented by Department of Health) and the Service as to the terms of the lease to be entered into in accordance with this **clause 1.7(c)** then the dispute mechanism contained in **clause 1.7(l)** shall apply and until the dispute is determined, the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**; and
 - (v) if the State (represented by Department of Health) and the Service jointly agree during the period of 12 months after the Effective Time that a commercial lease arrangement is not required for an occupied area (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** then the State (represented by Department of Health) and the Service are not obliged to continue negotiations to finalise a commercial lease and the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**, with the exception of this **clause 1.7(c)** and without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies.
- (d) The Service is entitled to all payments from the Existing Occupiers and the

holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.

- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).
- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State),, the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in

control of that part of the Transferred Property for the purposes of workplace health and safety.

- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor coverings.
- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a) to clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
- (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in

any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health may give a written notice to the Service requiring the Service to:

- (i) transfer ownership; or
(ii) grant a lease ,

to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

1.8 Grant of Leases by the Service (s 273A(2))

- (a) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));

- (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(a)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service. The Service must promptly execute the lease prepared by the State (represented by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service by 30 June 2015 (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

1.9 Transfer of Fixed Assets (including Building Services Plant and Equipment) (s273A(2))

As a consequence of the transfers of the interests in the Transferred Properties, transfer to the Service the State's (represented by Department of Health) right, title and interest in the Fixed Assets (including the Building Services Plant and Equipment) in respect of the Transferred Properties, effective at the Effective Time.

1.10 Transfer of Ancillary Instruments and Performance Securities (s 273A(2))

- (a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:
- (i) all Ancillary Instruments;
 - (ii) all Associated Agreements; and
 - (iii) all Performance Securities,

that relate to the Transferred Properties, with effect from the Effective Time other than any such instruments, contracts, agreements which are Excluded Agreements.

- (b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

1.11 Transfer of Property Licences and Permits (s 273A(2))

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7 (Permit Schedule)** is transferred with effect from the Effective Date.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3 and 1.4** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in

consultation with the Service, determine the most appropriate course of action to address such defect.

- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties, to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

Notwithstanding any other provision of this Transfer Notice, Excluded Assets and Excluded Agreements are not transferred by this Transfer Notice.

2 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 1.10 and 1.11** are subject to these conditions:

- (a) Notwithstanding the transfer of any of the Transferred Properties or any contract, agreement or instrument to the Service pursuant to the other terms of this Transfer Notice:
 - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
 - (A) any of the Transferred Properties or any asset, contract, agreement or instrument transferred to the Service pursuant to this Transfer Notice; or
 - (B) any contract, agreement or other instrument for which this Transfer Notice makes provision as to the manner in which

such contract, agreement or other instrument applies to the Service,

are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of any of the Transferred Properties or any such asset, instrument, contract or agreement:

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**, effective as from the Effective Time; and
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**.

3 Designation of Transfer or Other Dealing (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **2** of this Transfer Notice are to be accounted for as:

- (a) a non reciprocal transfer or other dealing;
- (b) a contribution by or distribution to owners by way of an adjustment against contributed equity in the relevant entity: and
 - (i) to the extent that this would cause the transferor's contributed equity to reduce below \$0, the balance is to be adjusted against the transferor's accumulated surplus;
 - (ii) to the extent that this would cause the transferor's accumulated surplus to reduce below \$0, the balance is to be recognised as a expense; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of the transferor, or the amount as agreed by the transferor and the transferee, immediately prior to the Effective Time, or as otherwise determined by me in writing.

4 No non Queensland assets affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any asset or property of any kind whatsoever which is physically outside the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
 - (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Associated Agreements**” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) that relate only to the Transferred Properties and which are not transferred pursuant to another provision of this Transfer Notice;

“**Building Services**” means any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology, assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

“**Building Services Plant and Equipment**” means the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on any of the Transferred Properties;

“**Department of Health**” includes Queensland Health;

“**District**” means the Cairns and Hinterland Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 November 2014;

“**Enterprise Finance Applications**” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“**Excluded Agreements**” means:

- (a) all ILUAs; and
- (b) any contract, arrangement, understanding, heads of agreement or similar to the extent transferred under a prior transfer notice;
- (c) all agreements described in **schedule 6 (Excluded Unregistered Leases, Licences and Other Rights Schedule)**; and
- (d) all contracts in respect of Major Capital Works (including rights and securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works and including agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment during the defects rectification period for any Major Capital Works).

“**Excluded Assets**” means:

- (a) ICT Assets;
- (b) assets on any of the Transferred Properties :
 - (i) which are owned by an Existing Occupant and are in the nature of tenant's fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any access rights of the State or the State (represented by Department of Health) (in any capacity, including for the

avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time but do not include any access rights granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Occupancy Rights or Existing Rights;

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

“Existing Occupants” means occupants under the Existing Occupancy Rights.

“Existing Rights” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) to grant leases, licences, easements or other interests in respect of the Transferred Properties or to surrender part of or reconfigure any of the Transferred Properties but does not include Existing Access Rights and Existing Occupancy Rights;

“Fixed Assets” means all fixed assets owned by the State (represented by Department of Health) comprising improvements made to the Transferred Properties but excluding the Excluded Assets;

“Functions” means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

“Health Services Act” means the repealed *Health Services Act 1991*;

“Health Service District” has the meaning given to the term ‘district’ in the Health Services Act immediately prior to its repeal;

“Hospital and Health Service” means a Hospital and Health Service established under section 17 of the Act;

“HSIA” means Health Services Information Agency, a unit within Department of Health;

“HSSA” means Health Services Support Agency, a unit within Department of Health;

“ICT Assets” means all enterprise information and communication technology assets (including non-current, intangible and portable and attractive equipment and general equipment):

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);

- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

“**ILUAs**” means Indigenous Land Use Agreements;

“**Maintenance Agreements**” means agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment other than any such agreements which are Excluded Agreements.

“**Major Capital Works**” has the meaning given to the term “major capital works” in the Act;

“**Other Rights**” means any right, power or privilege over, or in relation to, land (other than a lease of real property or a licence to occupy);

“**Performance Securities**” means any indemnity, bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) in respect of any of the Transferred Properties or Ancillary Instruments but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Property Licences and Permits**” means all of the State’s (represented by Department of Health) right and interest in all statutory registrations, licences and permits in respect of any of the Transferred Properties, and all of the liabilities of the State (represented by Department of Health) in respect of those licences and permits arising from and after the Effective Time;

“**QAS**” means Queensland Ambulance Service, a unit within Department of Health;

“**Service**” means the Cairns and Hinterland Hospital and Health Service;

“**State**” means the State of Queensland;

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clauses 1.1, 1.2, 1.3, 1.4, 1.5** or **1.6** of this Transfer Notice;

“**Utilities**” means water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 147-163 Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of

Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;
- (b) the State (represented by Queensland Health);
- (c) the State (represented by Department of Health);
- (d) Department of Health;
- (e) the State (represented by the District);
- (f) the District;
- (g) the State (represented by a facility within the District);
- (h) a facility within the District; or
- (i) any prior name given to Queensland Health, Department of Health, the District or a facility within the District.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to a contract or instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

List of Schedules

Schedule 1: **(Freehold Land Schedule)**

Schedule 2: **(Land Act Lease Schedule)**

Schedule 3: **(Land Act Reserve Schedule)**

Schedule 4: **(Land Act DOGIT Schedule)**

Schedule 5: **(Registered Lease Schedule)**

Schedule 6: **(Excluded Unregistered Leases, Licences and Other Rights Schedule)**

Schedule 7: **(Permit Schedule)**

Schedule 8: **(Specific Occupied Areas Schedule)**

Schedule 9: **(New Lease Schedule)**

Schedule 10: **(Ground Lease Properties)**

Schedule 11: **(Draft Ground Lease Schedule)**

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Darling Downs Hospital and Health Service)

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:

Lawrence Springborg
Minister for Health

Signed on the 11th day of November, 2014

I, **Lawrence Springborg**, Minister for Health hereby:

1 Provisions to facilitate the transfer of Functions to the Darling Downs Hospital and Health Service

1.1 Freehold Land (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each parcel of freehold land (if any) described in **schedule 1 (Freehold Land Schedule)**, effective at the Effective Time.

1.2 Leases under the Land Act 1994 (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each registered lease (if any) described in **schedule 2 (Land Act Lease Schedule)**, effective at the Effective Time.

1.3 Reserves under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each reserve (if any) set out in **schedule 3 (Land Act Reserve Schedule)**, effective at the Effective Time.

1.4 Deeds of Grant in Trust under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each deed of grant in trust (if any) set out in **schedule 4 (Land Act DOGIT Schedule)**, effective at the Effective Time.

1.5 Registered Leases (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with the registered leases (if any) set out in **schedule 5 (Registered Lease Schedule)**, effective at the Effective Time.

1.6 Unregistered Leases, Licences and Other Rights (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with each unregistered lease, licence or Other Rights that as at the Effective Time the Service (and no other Hospital and Health Service) had the benefit of and which relates solely to the Functions, effective at the Effective Time (to the extent that such unregistered leases, licences and Other Rights are not Excluded Agreements).

1.7 Conditions (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to these conditions:

- (a) The transfers are subject to:
 - (i) all Existing Access Rights;
 - (ii) all Existing Occupancy Rights;

- (iii) all Existing Rights; and
- (iv) the right of the State (represented by Department of Health) and those authorised by the State (represented by Department of Health) to access the Transferred Properties at any time after the Effective Time for the purpose of carrying out Major Capital Works (but except in the case of an emergency the State (represented by Department of Health) must give the Service reasonable prior notice) and access for any other purposes under the Act.

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) If the beneficiary of the rights specified in **clause 1.7(a)** is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of Department of Health) and such rights are with respect to the occupied areas (if any) within the Transferred Properties described in **schedule 8 (Specific Occupied Areas Schedule)**:
 - (i) the State (represented by Department of Health) and the Service must within 12 months after the Effective Time enter into a formal commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

- (A) the rent payable to the Service is \$1.00 per year (if demanded);
 - (B) the term of the lease is to be agreed between the Service and the State (represented by Department of Health) on a case-by-case basis;
 - (C) the State (represented by Department of Health) must pay all reasonable costs of preparing, finalising and registering the lease but the Service will be responsible for paying its own legal and other costs; and
 - (D) all other terms and conditions applicable to the lease are to be negotiated and agreed by the Service and the State (represented by Department of Health) within 12 months after the Effective Time;
- (ii) if the lease is not entered into within 12 months after the Effective Time, then the State (represented by Department of Health) and the Service may agree in writing to a reasonable extension of time to enter into such lease;
 - (iii) until the lease is finalised the rights of the State (represented by Department of Health) with respect to the occupied areas (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** will continue to be in accordance with the provisions of this **clause 1.7** and, without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies;
 - (iv) if there is any disagreement between the State (represented by Department of Health) and the Service as to the terms of the lease to be entered into in accordance with this **clause 1.7(c)** then the dispute mechanism contained in **clause 1.7(l)** shall apply and until the dispute is determined, the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**; and
 - (v) if the State (represented by Department of Health) and the Service jointly agree during the period of 12 months after the Effective Time that a commercial lease arrangement is not required for an occupied area (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** then the State (represented by Department of Health) and the Service are not obliged to continue negotiations to finalise a commercial lease and the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**, with the exception of this **clause 1.7(c)** and without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies.
- (d) The Service is entitled to all payments from the Existing Occupiers and the

holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.

- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).
- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State),, the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in

control of that part of the Transferred Property for the purposes of workplace health and safety.

- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor coverings.
- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a) to clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
- (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in

any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health may give a written notice to the Service requiring the Service to:

- (i) transfer ownership; or
- (ii) grant a lease ,

to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

1.8 Grant of Leases by the Service (s 273A(2))

- (a) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
 - (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));

- (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(a)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service. The Service must promptly execute the lease prepared by the State (represented by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service by 30 June 2015 (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

1.9 Transfer of Fixed Assets (including Building Services Plant and Equipment) (s273A(2))

As a consequence of the transfers of the interests in the Transferred Properties, transfer to the Service the State's (represented by Department of Health) right, title and interest in the Fixed Assets (including the Building Services Plant and Equipment) in respect of the Transferred Properties, effective at the Effective Time.

1.10 Transfer of Ancillary Instruments and Performance Securities (s 273A(2))

- (a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:
- (i) all Ancillary Instruments;
 - (ii) all Associated Agreements; and
 - (iii) all Performance Securities,

that relate to the Transferred Properties, with effect from the Effective Time other than any such instruments, contracts, agreements which are Excluded Agreements.

- (b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

1.11 Transfer of Property Licences and Permits (s 273A(2))

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7 (Permit Schedule)** is transferred with effect from the Effective Date.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3 and 1.4** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in

consultation with the Service, determine the most appropriate course of action to address such defect.

- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties, to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

Notwithstanding any other provision of this Transfer Notice, Excluded Assets and Excluded Agreements are not transferred by this Transfer Notice.

2 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 1.10 and 1.11** are subject to these conditions:

- (a) Notwithstanding the transfer of any of the Transferred Properties or any contract, agreement or instrument to the Service pursuant to the other terms of this Transfer Notice:
 - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
 - (A) any of the Transferred Properties or any asset, contract, agreement or instrument transferred to the Service pursuant to this Transfer Notice; or
 - (B) any contract, agreement or other instrument for which this Transfer Notice makes provision as to the manner in which

such contract, agreement or other instrument applies to the Service,

are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of any of the Transferred Properties or any such asset, instrument, contract or agreement:

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**, effective as from the Effective Time; and
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**.

3 Designation of Transfer or Other Dealing (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **2** of this Transfer Notice are to be accounted for as:

- (a) a non reciprocal transfer or other dealing;
- (b) a contribution by or distribution to owners by way of an adjustment against contributed equity in the relevant entity: and
 - (i) to the extent that this would cause the transferor's contributed equity to reduce below \$0, the balance is to be adjusted against the transferor's accumulated surplus;
 - (ii) to the extent that this would cause the transferor's accumulated surplus to reduce below \$0, the balance is to be recognised as a expense; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of the transferor, or the amount as agreed by the transferor and the transferee, immediately prior to the Effective Time, or as otherwise determined by me in writing.

4 No non Queensland assets affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any asset or property of any kind whatsoever which is physically outside the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
 - (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Associated Agreements**” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) that relate only to the Transferred Properties and which are not transferred pursuant to another provision of this Transfer Notice;

“**Building Services**” means any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology, assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

“**Building Services Plant and Equipment**” means the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on any of the Transferred Properties;

“**Department of Health**” includes Queensland Health;

“**District**” means the Darling Downs Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 November 2014;

“**Enterprise Finance Applications**” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“**Excluded Agreements**” means:

- (a) all ILUAs; and
- (b) any contract, arrangement, understanding, heads of agreement or similar to the extent transferred under a prior transfer notice;
- (c) all agreements described in **schedule 6 (Excluded Unregistered Leases, Licences and Other Rights Schedule)**; and
- (d) all contracts in respect of Major Capital Works (including rights and securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works and including agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment during the defects rectification period for any Major Capital Works).

“**Excluded Assets**” means:

- (a) ICT Assets;
- (b) assets on any of the Transferred Properties :
 - (i) which are owned by an Existing Occupant and are in the nature of tenant’s fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any access rights of the State or the State (represented by Department of Health) (in any capacity, including for the

avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time but do not include any access rights granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Occupancy Rights or Existing Rights;

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

“Existing Occupants” means occupants under the Existing Occupancy Rights.

“Existing Rights” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) to grant leases, licences, easements or other interests in respect of the Transferred Properties or to surrender part of or reconfigure any of the Transferred Properties but does not include Existing Access Rights and Existing Occupancy Rights;

“Fixed Assets” means all fixed assets owned by the State (represented by Department of Health) comprising improvements made to the Transferred Properties but excluding the Excluded Assets;

“Functions” means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

“Health Services Act” means the repealed *Health Services Act 1991*;

“Health Service District” has the meaning given to the term ‘district’ in the Health Services Act immediately prior to its repeal;

“Hospital and Health Service” means a Hospital and Health Service established under section 17 of the Act;

“HSIA” means Health Services Information Agency, a unit within Department of Health;

“HSSA” means Health Services Support Agency, a unit within Department of Health;

“ICT Assets” means all enterprise information and communication technology assets (including non-current, intangible and portable and attractive equipment and general equipment):

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);

- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

“**ILUAs**” means Indigenous Land Use Agreements;

“**Maintenance Agreements**” means agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment other than any such agreements which are Excluded Agreements.

“**Major Capital Works**” has the meaning given to the term “major capital works” in the Act;

“**Other Rights**” means any right, power or privilege over, or in relation to, land (other than a lease of real property or a licence to occupy);

“**Performance Securities**” means any indemnity, bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) in respect of any of the Transferred Properties or Ancillary Instruments but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Property Licences and Permits**” means all of the State’s (represented by Department of Health) right and interest in all statutory registrations, licences and permits in respect of any of the Transferred Properties, and all of the liabilities of the State (represented by Department of Health) in respect of those licences and permits arising from and after the Effective Time;

“**QAS**” means Queensland Ambulance Service, a unit within Department of Health;

“**Service**” means the Darling Downs Hospital and Health Service;

“**State**” means the State of Queensland;

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clauses 1.1, 1.2, 1.3, 1.4, 1.5 or 1.6** of this Transfer Notice;

“**Utilities**” means water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 147-163 Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of

Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;
- (b) the State (represented by Queensland Health);
- (c) the State (represented by Department of Health);
- (d) Department of Health;
- (e) the State (represented by the District);
- (f) the District;
- (g) the State (represented by a facility within the District);
- (h) a facility within the District; or
- (i) any prior name given to Queensland Health, Department of Health, the District or a facility within the District.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to a contract or instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

List of Schedules

Schedule 1: **(Freehold Land Schedule)**

Schedule 2: **(Land Act Lease Schedule)**

Schedule 3: **(Land Act Reserve Schedule)**

Schedule 4: **(Land Act DOGIT Schedule)**

Schedule 5: **(Registered Lease Schedule)**

Schedule 6: **(Excluded Unregistered Leases, Licences and Other Rights Schedule)**

Schedule 7: **(Permit Schedule)**

Schedule 8: **(Specific Occupied Areas Schedule)**

Schedule 9: **(New Lease Schedule)**

Schedule 10: **(Ground Lease Properties)**

Schedule 11: **(Draft Ground Lease Schedule)**

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Gold Coast Hospital and Health Service)

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:

Lawrence Springborg
Minister for Health

Signed on the 11th day of November, 2014

I, **Lawrence Springborg**, Minister for Health hereby:

1 Provisions to facilitate the transfer of Functions to the Gold Coast Hospital and Health Service

1.1 Freehold Land (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each parcel of freehold land (if any) described in **schedule 1 (Freehold Land Schedule)**, effective at the Effective Time.

1.2 Leases under the Land Act 1994 (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each registered lease (if any) described in **schedule 2 (Land Act Lease Schedule)**, effective at the Effective Time.

1.3 Reserves under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each reserve (if any) set out in **schedule 3 (Land Act Reserve Schedule)**, effective at the Effective Time.

1.4 Deeds of Grant in Trust under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each deed of grant in trust (if any) set out in **schedule 4 (Land Act DOGIT Schedule)**, effective at the Effective Time.

1.5 Registered Leases (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with the registered leases (if any) set out in **schedule 5 (Registered Lease Schedule)**, effective at the Effective Time.

1.6 Unregistered Leases, Licences and Other Rights (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with each unregistered lease, licence or Other Rights that as at the Effective Time the Service (and no other Hospital and Health Service) had the benefit of and which relates solely to the Functions, effective at the Effective Time (to the extent that such unregistered leases, licences and Other Rights are not Excluded Agreements).

1.7 Conditions (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to these conditions:

- (a) The transfers are subject to:
 - (i) all Existing Access Rights;
 - (ii) all Existing Occupancy Rights;

- (iii) all Existing Rights; and
- (iv) the right of the State (represented by Department of Health) and those authorised by the State (represented by Department of Health) to access the Transferred Properties at any time after the Effective Time for the purpose of carrying out Major Capital Works (but except in the case of an emergency the State (represented by Department of Health) must give the Service reasonable prior notice) and access for any other purposes under the Act.

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) If the beneficiary of the rights specified in **clause 1.7(a)** is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of Department of Health) and such rights are with respect to the occupied areas (if any) within the Transferred Properties described in **schedule 8 (Specific Occupied Areas Schedule)**:
 - (i) the State (represented by Department of Health) and the Service must within 12 months after the Effective Time enter into a formal commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

- (A) the rent payable to the Service is \$1.00 per year (if demanded);
 - (B) the term of the lease is to be agreed between the Service and the State (represented by Department of Health) on a case-by-case basis;
 - (C) the State (represented by Department of Health) must pay all reasonable costs of preparing, finalising and registering the lease but the Service will be responsible for paying its own legal and other costs; and
 - (D) all other terms and conditions applicable to the lease are to be negotiated and agreed by the Service and the State (represented by Department of Health) within 12 months after the Effective Time;
- (ii) if the lease is not entered into within 12 months after the Effective Time, then the State (represented by Department of Health) and the Service may agree in writing to a reasonable extension of time to enter into such lease;
 - (iii) until the lease is finalised the rights of the State (represented by Department of Health) with respect to the occupied areas (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** will continue to be in accordance with the provisions of this **clause 1.7** and, without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies;
 - (iv) if there is any disagreement between the State (represented by Department of Health) and the Service as to the terms of the lease to be entered into in accordance with this **clause 1.7(c)** then the dispute mechanism contained in **clause 1.7(l)** shall apply and until the dispute is determined, the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**; and
 - (v) if the State (represented by Department of Health) and the Service jointly agree during the period of 12 months after the Effective Time that a commercial lease arrangement is not required for an occupied area (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** then the State (represented by Department of Health) and the Service are not obliged to continue negotiations to finalise a commercial lease and the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**, with the exception of this **clause 1.7(c)** and without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies.
- (d) The Service is entitled to all payments from the Existing Occupiers and the

holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.

- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).
- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State),, the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in

control of that part of the Transferred Property for the purposes of workplace health and safety.

- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor coverings.
- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a) to clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
- (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in

any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health may give a written notice to the Service requiring the Service to:

- (i) transfer ownership; or
(ii) grant a lease ,

to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

1.8 Grant of Leases by the Service (s 273A(2))

- (a) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));

- (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(a)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service. The Service must promptly execute the lease prepared by the State (represented by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service by 30 June 2015 (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

1.9 Transfer of Fixed Assets (including Building Services Plant and Equipment) (s273A(2))

As a consequence of the transfers of the interests in the Transferred Properties, transfer to the Service the State's (represented by Department of Health) right, title and interest in the Fixed Assets (including the Building Services Plant and Equipment) in respect of the Transferred Properties, effective at the Effective Time.

1.10 Transfer of Ancillary Instruments and Performance Securities (s 273A(2))

- (a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:
- (i) all Ancillary Instruments;
 - (ii) all Associated Agreements; and
 - (iii) all Performance Securities,

that relate to the Transferred Properties, with effect from the Effective Time other than any such instruments, contracts, agreements which are Excluded Agreements.

- (b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

1.11 Transfer of Property Licences and Permits (s 273A(2))

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7 (Permit Schedule)** is transferred with effect from the Effective Date.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3 and 1.4** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in

consultation with the Service, determine the most appropriate course of action to address such defect.

- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties, to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

Notwithstanding any other provision of this Transfer Notice, Excluded Assets and Excluded Agreements are not transferred by this Transfer Notice.

2 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 1.10 and 1.11** are subject to these conditions:

- (a) Notwithstanding the transfer of any of the Transferred Properties or any contract, agreement or instrument to the Service pursuant to the other terms of this Transfer Notice:
 - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
 - (A) any of the Transferred Properties or any asset, contract, agreement or instrument transferred to the Service pursuant to this Transfer Notice; or
 - (B) any contract, agreement or other instrument for which this Transfer Notice makes provision as to the manner in which

such contract, agreement or other instrument applies to the Service,

are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of any of the Transferred Properties or any such asset, instrument, contract or agreement:

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**, effective as from the Effective Time; and
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**.

3 Designation of Transfer or Other Dealing (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **2** of this Transfer Notice are to be accounted for as:

- (a) a non reciprocal transfer or other dealing;
- (b) a contribution by or distribution to owners by way of an adjustment against contributed equity in the relevant entity: and
 - (i) to the extent that this would cause the transferor's contributed equity to reduce below \$0, the balance is to be adjusted against the transferor's accumulated surplus;
 - (ii) to the extent that this would cause the transferor's accumulated surplus to reduce below \$0, the balance is to be recognised as a expense; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of the transferor, or the amount as agreed by the transferor and the transferee, immediately prior to the Effective Time, or as otherwise determined by me in writing.

4 No non Queensland assets affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any asset or property of any kind whatsoever which is physically outside the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
 - (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Associated Agreements**” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) that relate only to the Transferred Properties and which are not transferred pursuant to another provision of this Transfer Notice;

“**Building Services**” means any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology, assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

“**Building Services Plant and Equipment**” means the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on any of the Transferred Properties;

“**Department of Health**” includes Queensland Health;

“**District**” means the Gold Coast Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 November 2014;

“**Enterprise Finance Applications**” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“**Excluded Agreements**” means:

- (a) all ILUAs; and
- (b) any contract, arrangement, understanding, heads of agreement or similar to the extent transferred under a prior transfer notice;
- (c) all agreements described in **schedule 6 (Excluded Unregistered Leases, Licences and Other Rights Schedule)**; and
- (d) all contracts in respect of Major Capital Works (including rights and securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works and including agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment during the defects rectification period for any Major Capital Works).

“**Excluded Assets**” means:

- (a) ICT Assets;
- (b) assets on any of the Transferred Properties :
 - (i) which are owned by an Existing Occupant and are in the nature of tenant’s fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any access rights of the State or the State (represented by Department of Health) (in any capacity, including for the

avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time but do not include any access rights granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Occupancy Rights or Existing Rights;

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

“Existing Occupants” means occupants under the Existing Occupancy Rights.

“Existing Rights” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) to grant leases, licences, easements or other interests in respect of the Transferred Properties or to surrender part of or reconfigure any of the Transferred Properties but does not include Existing Access Rights and Existing Occupancy Rights;

“Fixed Assets” means all fixed assets owned by the State (represented by Department of Health) comprising improvements made to the Transferred Properties but excluding the Excluded Assets;

“Functions” means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

“Health Services Act” means the repealed *Health Services Act 1991*;

“Health Service District” has the meaning given to the term ‘district’ in the Health Services Act immediately prior to its repeal;

“Hospital and Health Service” means a Hospital and Health Service established under section 17 of the Act;

“HSIA” means Health Services Information Agency, a unit within Department of Health;

“HSSA” means Health Services Support Agency, a unit within Department of Health;

“ICT Assets” means all enterprise information and communication technology assets (including non-current, intangible and portable and attractive equipment and general equipment):

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);

- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

“**ILUAs**” means Indigenous Land Use Agreements;

“**Maintenance Agreements**” means agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment other than any such agreements which are Excluded Agreements.

“**Major Capital Works**” has the meaning given to the term “major capital works” in the Act;

“**Other Rights**” means any right, power or privilege over, or in relation to, land (other than a lease of real property or a licence to occupy);

“**Performance Securities**” means any indemnity, bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) in respect of any of the Transferred Properties or Ancillary Instruments but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Property Licences and Permits**” means all of the State’s (represented by Department of Health) right and interest in all statutory registrations, licences and permits in respect of any of the Transferred Properties, and all of the liabilities of the State (represented by Department of Health) in respect of those licences and permits arising from and after the Effective Time;

“**QAS**” means Queensland Ambulance Service, a unit within Department of Health;

“**Service**” means the Gold Coast Hospital and Health Service;

“**State**” means the State of Queensland;

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clauses 1.1, 1.2, 1.3, 1.4, 1.5 or 1.6** of this Transfer Notice;

“**Utilities**” means water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 147-163 Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of

Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;
- (b) the State (represented by Queensland Health);
- (c) the State (represented by Department of Health);
- (d) Department of Health;
- (e) the State (represented by the District);
- (f) the District;
- (g) the State (represented by a facility within the District);
- (h) a facility within the District; or
- (i) any prior name given to Queensland Health, Department of Health, the District or a facility within the District.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to a contract or instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

List of Schedules

Schedule 1: **(Freehold Land Schedule)**

Schedule 2: **(Land Act Lease Schedule)**

Schedule 3: **(Land Act Reserve Schedule)**

Schedule 4: **(Land Act DOGIT Schedule)**

Schedule 5: **(Registered Lease Schedule)**

Schedule 6: **(Excluded Unregistered Leases, Licences and Other Rights Schedule)**

Schedule 7: **(Permit Schedule)**

Schedule 8: **(Specific Occupied Areas Schedule)**

Schedule 9: **(New Lease Schedule)**

Schedule 10: **(Ground Lease Properties)**

Schedule 11: **(Draft Ground Lease Schedule)**

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Mackay Hospital and Health Service)

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:

Lawrence Springborg
Minister for Health

Signed on the 11th day of November, 2014

I, **Lawrence Springborg**, Minister for Health hereby:

1 Provisions to facilitate the transfer of Functions to the Mackay Hospital and Health Service

1.1 Freehold Land (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each parcel of freehold land (if any) described in **schedule 1 (Freehold Land Schedule)**, effective at the Effective Time.

1.2 Leases under the Land Act 1994 (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each registered lease (if any) described in **schedule 2 (Land Act Lease Schedule)**, effective at the Effective Time.

1.3 Reserves under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each reserve (if any) set out in **schedule 3 (Land Act Reserve Schedule)**, effective at the Effective Time.

1.4 Deeds of Grant in Trust under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each deed of grant in trust (if any) set out in **schedule 4 (Land Act DOGIT Schedule)**, effective at the Effective Time.

1.5 Registered Leases (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with the registered leases (if any) set out in **schedule 5 (Registered Lease Schedule)**, effective at the Effective Time.

1.6 Unregistered Leases, Licences and Other Rights (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with each unregistered lease, licence or Other Rights that as at the Effective Time the Service (and no other Hospital and Health Service) had the benefit of and which relates solely to the Functions, effective at the Effective Time (to the extent that such unregistered leases, licences and Other Rights are not Excluded Agreements).

1.7 Conditions (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to these conditions:

- (a) The transfers are subject to:
 - (i) all Existing Access Rights;
 - (ii) all Existing Occupancy Rights;

- (iii) all Existing Rights; and
- (iv) the right of the State (represented by Department of Health) and those authorised by the State (represented by Department of Health) to access the Transferred Properties at any time after the Effective Time for the purpose of carrying out Major Capital Works (but except in the case of an emergency the State (represented by Department of Health) must give the Service reasonable prior notice) and access for any other purposes under the Act.

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) If the beneficiary of the rights specified in **clause 1.7(a)** is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of Department of Health) and such rights are with respect to the occupied areas (if any) within the Transferred Properties described in **schedule 8 (Specific Occupied Areas Schedule)**:
 - (i) the State (represented by Department of Health) and the Service must within 12 months after the Effective Time enter into a formal commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

- (A) the rent payable to the Service is \$1.00 per year (if demanded);
 - (B) the term of the lease is to be agreed between the Service and the State (represented by Department of Health) on a case-by-case basis;
 - (C) the State (represented by Department of Health) must pay all reasonable costs of preparing, finalising and registering the lease but the Service will be responsible for paying its own legal and other costs; and
 - (D) all other terms and conditions applicable to the lease are to be negotiated and agreed by the Service and the State (represented by Department of Health) within 12 months after the Effective Time;
- (ii) if the lease is not entered into within 12 months after the Effective Time, then the State (represented by Department of Health) and the Service may agree in writing to a reasonable extension of time to enter into such lease;
 - (iii) until the lease is finalised the rights of the State (represented by Department of Health) with respect to the occupied areas (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** will continue to be in accordance with the provisions of this **clause 1.7** and, without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies;
 - (iv) if there is any disagreement between the State (represented by Department of Health) and the Service as to the terms of the lease to be entered into in accordance with this **clause 1.7(c)** then the dispute mechanism contained in **clause 1.7(l)** shall apply and until the dispute is determined, the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**; and
 - (v) if the State (represented by Department of Health) and the Service jointly agree during the period of 12 months after the Effective Time that a commercial lease arrangement is not required for an occupied area (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** then the State (represented by Department of Health) and the Service are not obliged to continue negotiations to finalise a commercial lease and the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**, with the exception of this **clause 1.7(c)** and without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies.
- (d) The Service is entitled to all payments from the Existing Occupiers and the

holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.

- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).
- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State),, the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in

- control of that part of the Transferred Property for the purposes of workplace health and safety.
- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor coverings.
- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a) to clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
- (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in

any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health may give a written notice to the Service requiring the Service to:

- (i) transfer ownership; or
(ii) grant a lease ,

to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

1.8 Grant of Leases by the Service (s 273A(2))

- (a) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));

- (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(a)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service. The Service must promptly execute the lease prepared by the State (represented by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service by 30 June 2015 (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

1.9 Transfer of Fixed Assets (including Building Services Plant and Equipment) (s273A(2))

As a consequence of the transfers of the interests in the Transferred Properties, transfer to the Service the State's (represented by Department of Health) right, title and interest in the Fixed Assets (including the Building Services Plant and Equipment) in respect of the Transferred Properties, effective at the Effective Time.

1.10 Transfer of Ancillary Instruments and Performance Securities (s 273A(2))

- (a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:
- (i) all Ancillary Instruments;
 - (ii) all Associated Agreements; and
 - (iii) all Performance Securities,

that relate to the Transferred Properties, with effect from the Effective Time other than any such instruments, contracts, agreements which are Excluded Agreements.

- (b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

1.11 Transfer of Property Licences and Permits (s 273A(2))

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7 (Permit Schedule)** is transferred with effect from the Effective Date.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3 and 1.4** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in

consultation with the Service, determine the most appropriate course of action to address such defect.

- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties, to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

Notwithstanding any other provision of this Transfer Notice, Excluded Assets and Excluded Agreements are not transferred by this Transfer Notice.

2 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 1.10 and 1.11** are subject to these conditions:

- (a) Notwithstanding the transfer of any of the Transferred Properties or any contract, agreement or instrument to the Service pursuant to the other terms of this Transfer Notice:
 - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
 - (A) any of the Transferred Properties or any asset, contract, agreement or instrument transferred to the Service pursuant to this Transfer Notice; or
 - (B) any contract, agreement or other instrument for which this Transfer Notice makes provision as to the manner in which

such contract, agreement or other instrument applies to the Service,

are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of any of the Transferred Properties or any such asset, instrument, contract or agreement:

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**,

effective as from the Effective Time; and

- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**.

3 Designation of Transfer or Other Dealing (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **2** of this Transfer Notice are to be accounted for as:

- (a) a non reciprocal transfer or other dealing;
- (b) a contribution by or distribution to owners by way of an adjustment against contributed equity in the relevant entity: and
 - (i) to the extent that this would cause the transferor's contributed equity to reduce below \$0, the balance is to be adjusted against the transferor's accumulated surplus;
 - (ii) to the extent that this would cause the transferor's accumulated surplus to reduce below \$0, the balance is to be recognised as a expense; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of the transferor, or the amount as agreed by the transferor and the transferee, immediately prior to the Effective Time, or as otherwise determined by me in writing.

4 No non Queensland assets affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any asset or property of any kind whatsoever which is physically outside the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
 - (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Associated Agreements**” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) that relate only to the Transferred Properties and which are not transferred pursuant to another provision of this Transfer Notice;

“**Building Services**” means any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology, assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

“**Building Services Plant and Equipment**” means the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on any of the Transferred Properties;

“**Department of Health**” includes Queensland Health;

“**District**” means the Mackay Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 November 2014;

“**Enterprise Finance Applications**” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“**Excluded Agreements**” means:

- (a) all ILUAs; and
- (b) any contract, arrangement, understanding, heads of agreement or similar to the extent transferred under a prior transfer notice;
- (c) all agreements described in **schedule 6 (Excluded Unregistered Leases, Licences and Other Rights Schedule)**; and
- (d) all contracts in respect of Major Capital Works (including rights and securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works and including agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment during the defects rectification period for any Major Capital Works).

“**Excluded Assets**” means:

- (a) ICT Assets;
- (b) assets on any of the Transferred Properties :
 - (i) which are owned by an Existing Occupant and are in the nature of tenant's fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any access rights of the State or the State (represented by Department of Health) (in any capacity, including for the

avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time but do not include any access rights granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Occupancy Rights or Existing Rights;

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

“Existing Occupants” means occupants under the Existing Occupancy Rights.

“Existing Rights” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) to grant leases, licences, easements or other interests in respect of the Transferred Properties or to surrender part of or reconfigure any of the Transferred Properties but does not include Existing Access Rights and Existing Occupancy Rights;

“Fixed Assets” means all fixed assets owned by the State (represented by Department of Health) comprising improvements made to the Transferred Properties but excluding the Excluded Assets;

“Functions” means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

“Health Services Act” means the repealed *Health Services Act 1991*;

“Health Service District” has the meaning given to the term ‘district’ in the Health Services Act immediately prior to its repeal;

“Hospital and Health Service” means a Hospital and Health Service established under section 17 of the Act;

“HSIA” means Health Services Information Agency, a unit within Department of Health;

“HSSA” means Health Services Support Agency, a unit within Department of Health;

“ICT Assets” means all enterprise information and communication technology assets (including non-current, intangible and portable and attractive equipment and general equipment):

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);

- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

“**ILUAs**” means Indigenous Land Use Agreements;

“**Maintenance Agreements**” means agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment other than any such agreements which are Excluded Agreements.

“**Major Capital Works**” has the meaning given to the term “major capital works” in the Act;

“**Other Rights**” means any right, power or privilege over, or in relation to, land (other than a lease of real property or a licence to occupy);

“**Performance Securities**” means any indemnity, bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) in respect of any of the Transferred Properties or Ancillary Instruments but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Property Licences and Permits**” means all of the State’s (represented by Department of Health) right and interest in all statutory registrations, licences and permits in respect of any of the Transferred Properties, and all of the liabilities of the State (represented by Department of Health) in respect of those licences and permits arising from and after the Effective Time;

“**QAS**” means Queensland Ambulance Service, a unit within Department of Health;

“**Service**” means the Mackay Hospital and Health Service;

“**State**” means the State of Queensland;

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clauses 1.1, 1.2, 1.3, 1.4, 1.5** or **1.6** of this Transfer Notice;

“**Utilities**” means water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 147-163 Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of

Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;
- (b) the State (represented by Queensland Health);
- (c) the State (represented by Department of Health);
- (d) Department of Health;
- (e) the State (represented by the District);
- (f) the District;
- (g) the State (represented by a facility within the District);
- (h) a facility within the District; or
- (i) any prior name given to Queensland Health, Department of Health, the District or a facility within the District.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to a contract or instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

List of Schedules

Schedule 1: **(Freehold Land Schedule)**

Schedule 2: **(Land Act Lease Schedule)**

Schedule 3: **(Land Act Reserve Schedule)**

Schedule 4: **(Land Act DOGIT Schedule)**

Schedule 5: **(Registered Lease Schedule)**

Schedule 6: **(Excluded Unregistered Leases, Licences and Other Rights Schedule)**

Schedule 7: **(Permit Schedule)**

Schedule 8: **(Specific Occupied Areas Schedule)**

Schedule 9: **(New Lease Schedule)**

Schedule 10: **(Ground Lease Properties)**

Schedule 11: **(Draft Ground Lease Schedule)**

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Sunshine Coast Hospital and Health Service)

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:

Lawrence Springborg
Minister for Health

Signed on the 11th day of November, 2014

I, **Lawrence Springborg**, Minister for Health hereby:

1 Provisions to facilitate the transfer of Functions to the Sunshine Coast Hospital and Health Service

1.1 Freehold Land (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each parcel of freehold land (if any) described in **schedule 1 (Freehold Land Schedule)**, effective at the Effective Time.

1.2 Leases under the Land Act 1994 (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each registered lease (if any) described in **schedule 2 (Land Act Lease Schedule)**, effective at the Effective Time.

1.3 Reserves under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each reserve (if any) set out in **schedule 3 (Land Act Reserve Schedule)**, effective at the Effective Time.

1.4 Deeds of Grant in Trust under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each deed of grant in trust (if any) set out in **schedule 4 (Land Act DOGIT Schedule)**, effective at the Effective Time.

1.5 Registered Leases (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with the registered leases (if any) set out in **schedule 5 (Registered Lease Schedule)**, effective at the Effective Time.

1.6 Unregistered Leases, Licences and Other Rights (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with each unregistered lease, licence or Other Rights that as at the Effective Time the Service (and no other Hospital and Health Service) had the benefit of and which relates solely to the Functions, effective at the Effective Time (to the extent that such unregistered leases, licences and Other Rights are not Excluded Agreements).

1.7 Conditions (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to these conditions:

- (a) The transfers are subject to:
 - (i) all Existing Access Rights;
 - (ii) all Existing Occupancy Rights;

- (iii) all Existing Rights; and
- (iv) the right of the State (represented by Department of Health) and those authorised by the State (represented by Department of Health) to access the Transferred Properties at any time after the Effective Time for the purpose of carrying out Major Capital Works (but except in the case of an emergency the State (represented by Department of Health) must give the Service reasonable prior notice) and access for any other purposes under the Act.

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) If the beneficiary of the rights specified in **clause 1.7(a)** is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of Department of Health) and such rights are with respect to the occupied areas (if any) within the Transferred Properties described in **schedule 8 (Specific Occupied Areas Schedule)**:
 - (i) the State (represented by Department of Health) and the Service must within 12 months after the Effective Time enter into a formal commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

- (A) the rent payable to the Service is \$1.00 per year (if demanded);
 - (B) the term of the lease is to be agreed between the Service and the State (represented by Department of Health) on a case-by-case basis;
 - (C) the State (represented by Department of Health) must pay all reasonable costs of preparing, finalising and registering the lease but the Service will be responsible for paying its own legal and other costs; and
 - (D) all other terms and conditions applicable to the lease are to be negotiated and agreed by the Service and the State (represented by Department of Health) within 12 months after the Effective Time;
- (ii) if the lease is not entered into within 12 months after the Effective Time, then the State (represented by Department of Health) and the Service may agree in writing to a reasonable extension of time to enter into such lease;
 - (iii) until the lease is finalised the rights of the State (represented by Department of Health) with respect to the occupied areas (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** will continue to be in accordance with the provisions of this **clause 1.7** and, without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies;
 - (iv) if there is any disagreement between the State (represented by Department of Health) and the Service as to the terms of the lease to be entered into in accordance with this **clause 1.7(c)** then the dispute mechanism contained in **clause 1.7(l)** shall apply and until the dispute is determined, the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**; and
 - (v) if the State (represented by Department of Health) and the Service jointly agree during the period of 12 months after the Effective Time that a commercial lease arrangement is not required for an occupied area (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** then the State (represented by Department of Health) and the Service are not obliged to continue negotiations to finalise a commercial lease and the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**, with the exception of this **clause 1.7(c)** and without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies.
- (d) The Service is entitled to all payments from the Existing Occupiers and the

holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.

- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).
- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State),, the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in

control of that part of the Transferred Property for the purposes of workplace health and safety.

- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor coverings.
- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a) to clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
- (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in

any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health may give a written notice to the Service requiring the Service to:

- (i) transfer ownership; or
(ii) grant a lease ,

to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

1.8 Grant of Leases by the Service (s 273A(2))

- (a) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));

- (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(a)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service. The Service must promptly execute the lease prepared by the State (represented by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service by 30 June 2015 (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

1.9 Transfer of Fixed Assets (including Building Services Plant and Equipment) (s273A(2))

As a consequence of the transfers of the interests in the Transferred Properties, transfer to the Service the State's (represented by Department of Health) right, title and interest in the Fixed Assets (including the Building Services Plant and Equipment) in respect of the Transferred Properties, effective at the Effective Time.

1.10 Transfer of Ancillary Instruments and Performance Securities (s 273A(2))

- (a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:
- (i) all Ancillary Instruments;
 - (ii) all Associated Agreements; and
 - (iii) all Performance Securities,

that relate to the Transferred Properties, with effect from the Effective Time other than any such instruments, contracts, agreements which are Excluded Agreements.

- (b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

1.11 Transfer of Property Licences and Permits (s 273A(2))

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7 (Permit Schedule)** is transferred with effect from the Effective Date.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3 and 1.4** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in

consultation with the Service, determine the most appropriate course of action to address such defect.

- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties, to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

Notwithstanding any other provision of this Transfer Notice, Excluded Assets and Excluded Agreements are not transferred by this Transfer Notice.

2 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 1.10 and 1.11** are subject to these conditions:

- (a) Notwithstanding the transfer of any of the Transferred Properties or any contract, agreement or instrument to the Service pursuant to the other terms of this Transfer Notice:
 - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
 - (A) any of the Transferred Properties or any asset, contract, agreement or instrument transferred to the Service pursuant to this Transfer Notice; or
 - (B) any contract, agreement or other instrument for which this Transfer Notice makes provision as to the manner in which

such contract, agreement or other instrument applies to the Service,

are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of any of the Transferred Properties or any such asset, instrument, contract or agreement:

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**, effective as from the Effective Time; and
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**.

3 Designation of Transfer or Other Dealing (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **2** of this Transfer Notice are to be accounted for as:

- (a) a non reciprocal transfer or other dealing;
- (b) a contribution by or distribution to owners by way of an adjustment against contributed equity in the relevant entity: and
 - (i) to the extent that this would cause the transferor's contributed equity to reduce below \$0, the balance is to be adjusted against the transferor's accumulated surplus;
 - (ii) to the extent that this would cause the transferor's accumulated surplus to reduce below \$0, the balance is to be recognised as a expense; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of the transferor, or the amount as agreed by the transferor and the transferee, immediately prior to the Effective Time, or as otherwise determined by me in writing.

4 No non Queensland assets affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any asset or property of any kind whatsoever which is physically outside the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
 - (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Associated Agreements**” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) that relate only to the Transferred Properties and which are not transferred pursuant to another provision of this Transfer Notice;

“**Building Services**” means any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology, assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

“**Building Services Plant and Equipment**” means the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on any of the Transferred Properties;

“**Department of Health**” includes Queensland Health;

“**District**” means the Sunshine Coast Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 November 2014;

“**Enterprise Finance Applications**” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“**Excluded Agreements**” means:

- (a) all ILUAs; and
- (b) any contract, arrangement, understanding, heads of agreement or similar to the extent transferred under a prior transfer notice;
- (c) all agreements described in **schedule 6 (Excluded Unregistered Leases, Licences and Other Rights Schedule)**; and
- (d) all contracts in respect of Major Capital Works (including rights and securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works and including agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment during the defects rectification period for any Major Capital Works).

“**Excluded Assets**” means:

- (a) ICT Assets;
- (b) assets on any of the Transferred Properties :
 - (i) which are owned by an Existing Occupant and are in the nature of tenant's fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any access rights of the State or the State (represented by Department of Health) (in any capacity, including for the

avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time but do not include any access rights granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Occupancy Rights or Existing Rights;

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

“Existing Occupants” means occupants under the Existing Occupancy Rights.

“Existing Rights” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) to grant leases, licences, easements or other interests in respect of the Transferred Properties or to surrender part of or reconfigure any of the Transferred Properties but does not include Existing Access Rights and Existing Occupancy Rights;

“Fixed Assets” means all fixed assets owned by the State (represented by Department of Health) comprising improvements made to the Transferred Properties but excluding the Excluded Assets;

“Functions” means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

“Health Services Act” means the repealed *Health Services Act 1991*;

“Health Service District” has the meaning given to the term ‘district’ in the Health Services Act immediately prior to its repeal;

“Hospital and Health Service” means a Hospital and Health Service established under section 17 of the Act;

“HSIA” means Health Services Information Agency, a unit within Department of Health;

“HSSA” means Health Services Support Agency, a unit within Department of Health;

“ICT Assets” means all enterprise information and communication technology assets (including non-current, intangible and portable and attractive equipment and general equipment):

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);

- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

“**ILUAs**” means Indigenous Land Use Agreements;

“**Maintenance Agreements**” means agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment other than any such agreements which are Excluded Agreements.

“**Major Capital Works**” has the meaning given to the term “major capital works” in the Act;

“**Other Rights**” means any right, power or privilege over, or in relation to, land (other than a lease of real property or a licence to occupy);

“**Performance Securities**” means any indemnity, bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) in respect of any of the Transferred Properties or Ancillary Instruments but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Property Licences and Permits**” means all of the State’s (represented by Department of Health) right and interest in all statutory registrations, licences and permits in respect of any of the Transferred Properties, and all of the liabilities of the State (represented by Department of Health) in respect of those licences and permits arising from and after the Effective Time;

“**QAS**” means Queensland Ambulance Service, a unit within Department of Health;

“**Service**” means the Sunshine Coast Hospital and Health Service;

“**State**” means the State of Queensland;

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clauses 1.1, 1.2, 1.3, 1.4, 1.5** or **1.6** of this Transfer Notice;

“**Utilities**” means water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 147-163 Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of

Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;
- (b) the State (represented by Queensland Health);
- (c) the State (represented by Department of Health);
- (d) Department of Health;
- (e) the State (represented by the District);
- (f) the District;
- (g) the State (represented by a facility within the District);
- (h) a facility within the District; or
- (i) any prior name given to Queensland Health, Department of Health, the District or a facility within the District.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to a contract or instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

List of Schedules

Schedule 1: **(Freehold Land Schedule)**

Schedule 2: **(Land Act Lease Schedule)**

Schedule 3: **(Land Act Reserve Schedule)**

Schedule 4: **(Land Act DOGIT Schedule)**

Schedule 5: **(Registered Lease Schedule)**

Schedule 6: **(Excluded Unregistered Leases, Licences and Other Rights Schedule)**

Schedule 7: **(Permit Schedule)**

Schedule 8: **(Specific Occupied Areas Schedule)**

Schedule 9: **(New Lease Schedule)**

Schedule 10: **(Ground Lease Properties)**

Schedule 11: **(Draft Ground Lease Schedule)**

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – West Moreton Hospital and Health Service)

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:

Lawrence Springborg
Minister for Health

Signed on the 11th day of November, 2014

I, **Lawrence Springborg**, Minister for Health hereby:

1 Provisions to facilitate the transfer of Functions to the West Moreton Hospital and Health Service

1.1 Freehold Land (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each parcel of freehold land (if any) described in **schedule 1 (Freehold Land Schedule)**, effective at the Effective Time.

1.2 Leases under the Land Act 1994 (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title and interest in each registered lease (if any) described in **schedule 2 (Land Act Lease Schedule)**, effective at the Effective Time.

1.3 Reserves under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each reserve (if any) set out in **schedule 3 (Land Act Reserve Schedule)**, effective at the Effective Time.

1.4 Deeds of Grant in Trust under the Land Act 1994 (s 273A(2))

Remove the State (represented by Department of Health) and appoint the Service, as trustee of, and transfer to the Service all of the State's (represented by Department of Health) right, title, interest in each deed of grant in trust (if any) set out in **schedule 4 (Land Act DOGIT Schedule)**, effective at the Effective Time.

1.5 Registered Leases (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with the registered leases (if any) set out in **schedule 5 (Registered Lease Schedule)**, effective at the Effective Time.

1.6 Unregistered Leases, Licences and Other Rights (s 273A(2))

Transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with each unregistered lease, licence or Other Rights that as at the Effective Time the Service (and no other Hospital and Health Service) had the benefit of and which relates solely to the Functions, effective at the Effective Time (to the extent that such unregistered leases, licences and Other Rights are not Excluded Agreements).

1.7 Conditions (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to these conditions:

- (a) The transfers are subject to:
 - (i) all Existing Access Rights;
 - (ii) all Existing Occupancy Rights;

- (iii) all Existing Rights; and
- (iv) the right of the State (represented by Department of Health) and those authorised by the State (represented by Department of Health) to access the Transferred Properties at any time after the Effective Time for the purpose of carrying out Major Capital Works (but except in the case of an emergency the State (represented by Department of Health) must give the Service reasonable prior notice) and access for any other purposes under the Act.

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) If the beneficiary of the rights specified in **clause 1.7(a)** is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of Department of Health) and such rights are with respect to the occupied areas (if any) within the Transferred Properties described in **schedule 8 (Specific Occupied Areas Schedule)**:
 - (i) the State (represented by Department of Health) and the Service must within 12 months after the Effective Time enter into a formal commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

- (A) the rent payable to the Service is \$1.00 per year (if demanded);
 - (B) the term of the lease is to be agreed between the Service and the State (represented by Department of Health) on a case-by-case basis;
 - (C) the State (represented by Department of Health) must pay all reasonable costs of preparing, finalising and registering the lease but the Service will be responsible for paying its own legal and other costs; and
 - (D) all other terms and conditions applicable to the lease are to be negotiated and agreed by the Service and the State (represented by Department of Health) within 12 months after the Effective Time;
- (ii) if the lease is not entered into within 12 months after the Effective Time, then the State (represented by Department of Health) and the Service may agree in writing to a reasonable extension of time to enter into such lease;
 - (iii) until the lease is finalised the rights of the State (represented by Department of Health) with respect to the occupied areas (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** will continue to be in accordance with the provisions of this **clause 1.7** and, without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies;
 - (iv) if there is any disagreement between the State (represented by Department of Health) and the Service as to the terms of the lease to be entered into in accordance with this **clause 1.7(c)** then the dispute mechanism contained in **clause 1.7(l)** shall apply and until the dispute is determined, the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**; and
 - (v) if the State (represented by Department of Health) and the Service jointly agree during the period of 12 months after the Effective Time that a commercial lease arrangement is not required for an occupied area (if any) described in **schedule 8 (Specific Occupied Areas Schedule)** then the State (represented by Department of Health) and the Service are not obliged to continue negotiations to finalise a commercial lease and the rights and obligations of the State (represented by Department of Health) and the Service shall be in accordance with this **clause 1.7**, with the exception of this **clause 1.7(c)** and without limitation, the Service must not terminate the arrangements without the consent of the beneficiary unless **clause 1.7(b)(ii)** applies.
- (d) The Service is entitled to all payments from the Existing Occupiers and the

holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.

- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).
- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State),, the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in

- control of that part of the Transferred Property for the purposes of workplace health and safety.
- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor coverings.
- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a) to clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
- (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in

any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health may give a written notice to the Service requiring the Service to:

- (i) transfer ownership; or
(ii) grant a lease ,

to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

1.8 Grant of Leases by the Service (s 273A(2))

- (a) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));

- (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(a)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service. The Service must promptly execute the lease prepared by the State (represented by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service by 30 June 2015 (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

1.9 Transfer of Fixed Assets (including Building Services Plant and Equipment) (s273A(2))

As a consequence of the transfers of the interests in the Transferred Properties, transfer to the Service the State's (represented by Department of Health) right, title and interest in the Fixed Assets (including the Building Services Plant and Equipment) in respect of the Transferred Properties, effective at the Effective Time.

1.10 Transfer of Ancillary Instruments and Performance Securities (s 273A(2))

- (a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:
- (i) all Ancillary Instruments;
 - (ii) all Associated Agreements; and
 - (iii) all Performance Securities,

that relate to the Transferred Properties, with effect from the Effective Time other than any such instruments, contracts, agreements which are Excluded Agreements.

- (b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

1.11 Transfer of Property Licences and Permits (s 273A(2))

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7 (Permit Schedule)** is transferred with effect from the Effective Date.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3 and 1.4** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in

consultation with the Service, determine the most appropriate course of action to address such defect.

- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties, to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

Notwithstanding any other provision of this Transfer Notice, Excluded Assets and Excluded Agreements are not transferred by this Transfer Notice.

2 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 1.10 and 1.11** are subject to these conditions:

- (a) Notwithstanding the transfer of any of the Transferred Properties or any contract, agreement or instrument to the Service pursuant to the other terms of this Transfer Notice:
 - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
 - (A) any of the Transferred Properties or any asset, contract, agreement or instrument transferred to the Service pursuant to this Transfer Notice; or
 - (B) any contract, agreement or other instrument for which this Transfer Notice makes provision as to the manner in which

such contract, agreement or other instrument applies to the Service,

are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of any of the Transferred Properties or any such asset, instrument, contract or agreement:

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**, effective as from the Effective Time; and
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(B)(2)**.

3 Designation of Transfer or Other Dealing (s 273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **2** of this Transfer Notice are to be accounted for as:

- (a) a non reciprocal transfer or other dealing;
- (b) a contribution by or distribution to owners by way of an adjustment against contributed equity in the relevant entity: and
 - (i) to the extent that this would cause the transferor's contributed equity to reduce below \$0, the balance is to be adjusted against the transferor's accumulated surplus;
 - (ii) to the extent that this would cause the transferor's accumulated surplus to reduce below \$0, the balance is to be recognised as a expense; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of the transferor, or the amount as agreed by the transferor and the transferee, immediately prior to the Effective Time, or as otherwise determined by me in writing.

4 No non Queensland assets affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any asset or property of any kind whatsoever which is physically outside the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
 - (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Associated Agreements**” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) that relate only to the Transferred Properties and which are not transferred pursuant to another provision of this Transfer Notice;

“**Building Services**” means any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology, assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

“**Building Services Plant and Equipment**” means the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on any of the Transferred Properties;

“**Department of Health**” includes Queensland Health;

“**District**” means the West Moreton Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 November 2014;

“**Enterprise Finance Applications**” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“**Excluded Agreements**” means:

- (a) all ILUAs; and
- (b) any contract, arrangement, understanding, heads of agreement or similar to the extent transferred under a prior transfer notice;
- (c) all agreements described in **schedule 6 (Excluded Unregistered Leases, Licences and Other Rights Schedule)**; and
- (d) all contracts in respect of Major Capital Works (including rights and securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works and including agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment during the defects rectification period for any Major Capital Works).

“**Excluded Assets**” means:

- (a) ICT Assets;
- (b) assets on any of the Transferred Properties :
 - (i) which are owned by an Existing Occupant and are in the nature of tenant's fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any access rights of the State or the State (represented by Department of Health) (in any capacity, including for the

avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time but do not include any access rights granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Occupancy Rights or Existing Rights;

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

“Existing Occupants” means occupants under the Existing Occupancy Rights.

“Existing Rights” means all contracts, arrangements, understandings, heads of agreement or similar entered into by the State (represented by Department of Health) to grant leases, licences, easements or other interests in respect of the Transferred Properties or to surrender part of or reconfigure any of the Transferred Properties but does not include Existing Access Rights and Existing Occupancy Rights;

“Fixed Assets” means all fixed assets owned by the State (represented by Department of Health) comprising improvements made to the Transferred Properties but excluding the Excluded Assets;

“Functions” means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

“Health Services Act” means the repealed *Health Services Act 1991*;

“Health Service District” has the meaning given to the term ‘district’ in the Health Services Act immediately prior to its repeal;

“Hospital and Health Service” means a Hospital and Health Service established under section 17 of the Act;

“HSIA” means Health Services Information Agency, a unit within Department of Health;

“HSSA” means Health Services Support Agency, a unit within Department of Health;

“ICT Assets” means all enterprise information and communication technology assets (including non-current, intangible and portable and attractive equipment and general equipment):

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);

- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

“**ILUAs**” means Indigenous Land Use Agreements;

“**Maintenance Agreements**” means agreements entered into by the State (represented by Department of Health) for the routine servicing or maintenance of Building Services Plant and Equipment other than any such agreements which are Excluded Agreements.

“**Major Capital Works**” has the meaning given to the term “major capital works” in the Act;

“**Other Rights**” means any right, power or privilege over, or in relation to, land (other than a lease of real property or a licence to occupy);

“**Performance Securities**” means any indemnity, bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) in respect of any of the Transferred Properties or Ancillary Instruments but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

“**Property Licences and Permits**” means all of the State’s (represented by Department of Health) right and interest in all statutory registrations, licences and permits in respect of any of the Transferred Properties, and all of the liabilities of the State (represented by Department of Health) in respect of those licences and permits arising from and after the Effective Time;

“**QAS**” means Queensland Ambulance Service, a unit within Department of Health;

“**Service**” means the West Moreton Hospital and Health Service;

“**State**” means the State of Queensland;

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clauses 1.1, 1.2, 1.3, 1.4, 1.5** or **1.6** of this Transfer Notice;

“**Utilities**” means water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 147-163 Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of

Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;
- (b) the State (represented by Queensland Health);
- (c) the State (represented by Department of Health);
- (d) Department of Health;
- (e) the State (represented by the District);
- (f) the District;
- (g) the State (represented by a facility within the District);
- (h) a facility within the District; or
- (i) any prior name given to Queensland Health, Department of Health, the District or a facility within the District.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to a contract or instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

List of Schedules

Schedule 1: **(Freehold Land Schedule)**

Schedule 2: **(Land Act Lease Schedule)**

Schedule 3: **(Land Act Reserve Schedule)**

Schedule 4: **(Land Act DOGIT Schedule)**

Schedule 5: **(Registered Lease Schedule)**

Schedule 6: **(Excluded Unregistered Leases, Licences and Other Rights Schedule)**

Schedule 7: **(Permit Schedule)**

Schedule 8: **(Specific Occupied Areas Schedule)**

Schedule 9: **(New Lease Schedule)**

Schedule 10: **(Ground Lease Properties)**

Schedule 11: **(Draft Ground Lease Schedule)**

LOCAL GOVERNMENT CHANGE COMMISSION

BRISBANE CITY COUNCIL

INVITATION FOR SUGGESTIONS

The Brisbane City Council has advised that its electoral wards no longer meet the quota requirements set down in the *City of Brisbane Act 2010*. The Minister responsible for Local Government has in turn referred the matter to the Local Government Change Commission for independent assessment.

The Commission invites written suggestions from interested persons and bodies relating to the council's electoral wards, to be lodged **on or before 5.00pm Monday 22 December 2014**.

For this phase of the review, the enrolment for Brisbane City Council as at 2 September 2014 is being used. The total enrolment was 702,352. The Commission has determined that 27,014 is the reasonable proportion of electors for an electoral ward. Section 17 of the Act requires the Commission to ensure that the number of enrolled electors in all wards does not differ from this reasonable proportion by more than 10%. In order to meet the enrolment criteria set out in the Act the number of electors in each division must be within minimum 24,312 and maximum of 29,715. Further, the Act requires that the reasonable proportion of electors must be worked out as near as practicable to the time when the change is to happen to ensure demographic representation for each ward of Brisbane. Projected data for March 2016 and September 2018 has been provided to assist with this requirement.

Further information about the review process, reference material, maps, guidelines and advice on preparing suggestions may be found on the Electoral Commission of Queensland website – ecq.qld.gov.au/Brisbane.

Anyone interested in lodging a suggestion should note that all suggestions will be published on the Commission's website and in a publication.

Suggestions should be marked BRISBANE and may be:

- posted to
Change Commissioner,
Local Government Change Commission,
GPO Box 1393, BRISBANE, QLD 4001
- personally delivered, between the hours of 9.00 am and 5.00 pm to:
Electoral Commission of Queensland,
Level 6, Forestry House,
160 Mary Street, Brisbane
- lodged by email to reviews@ecq.qld.gov.au or
- lodged online at www.ecq.qld.gov.au/brisbane.

It would assist the Commission if anyone intending to submit suggestions accompanies them with the electronic mapping data if this has been prepared, preferably in MapInfo and/or KML format in projection GDA94 – Longitude/Latitude (Australia GDA94).

For any assistance related to the review matter refer to the Commission's website, or by contacting the Commission on 1300 881 665 for assistance.

Walter van der Merwe
Change Commissioner
Electoral Commission of Queensland

Education (General Provisions) Act 2006

SCHOOL ENROLMENT MANAGEMENT PLAN (School EMP)

In accordance with Chapter 8, Part 3 Section 170, of the *Education (General Provisions) Act 2006*, School EMPs have been prepared by the Regional Directors of the Metropolitan and North Coast regions, as delegates of the Chief Executive.

Region: Metropolitan

School: Albany Creek State High School (update)
Alger State School (update)
Amberley District State School (update)
Cavendish Road State High School (update)
Durack State School (update)
Mansfield State High School (update)
Springfield Central State School (update)

Region: North Coast

School: Kurwongbah State School (update)
Mount Samson State School (update)
Urangan State High School (update)

Copies of School EMPs are available for public inspection, without charge, during normal business hours at the department's head office, and accessible on the department's website at <http://education.qld.gov.au/schools/catchment>.

Police Service Administration Act 1990

DECLARATION OF POLICE ESTABLISHMENT

I, M J Brady, Acting Assistant Commissioner for the Southern Police Region in the Queensland Police Service, pursuant to section 10.10 of the *Police Service Administration Act 1990*, hereby declare the following place to be a temporary police establishment:

A temporary police station at Unit JJ, Tangalooma Wild Dolphin Resort, Moreton Island and a temporary watchhouse at a marked Queensland Police Service Toyota Troop Carrier four wheel drive Queensland Registration number 811TGT

as from and including Friday 12 December 2014 to Monday 26 January 2015, inclusive.

Declaration made at Toowoomba in the said State of Queensland, on 13 November 2014.

MJ BRADY
ACTING ASSISTANT COMMISSIONER
SOUTHERN REGION

Police Service Administration Act 1990

DECLARATION OF A POLICE ESTABLISHMENT

I, Brett Michael Pointing, Deputy Commissioner in the Queensland Police Service pursuant to section 10.10 of the *Police Service Administration Act 1990* hereby declare the following place to be a police establishment:

Level 1, 745 Riverway Drive, Thuringowa Central 4817.
(Establishment to be known as 'Townsville Rapid Action and Patrols')

As from and including 24 November 2014.

Declaration made at Brisbane in the said State of Queensland on 17 November 2014.

Brett Pointing
Deputy Commissioner

State Development and Public Works Organisation Act 1971

NOTIFICATION OF DEVELOPMENT SCHEME VARIATION

On 20 November 2014 under Sections 79 to 80 of the *State Development and Public Works Organisation Act 1971*, the Governor in Council approved the variation of the development scheme for the Abbot Point State Development Area.

NOTICE OF A MINISTERIAL DESIGNATION OF LAND FOR COMMUNITY INFRASTRUCTURE UNDER THE *SUSTAINABLE PLANNING ACT 2009*

A Ministerial designation has been made

I, the Honourable Jeff Seeney MP, Deputy Premier, Minister for State Development, Infrastructure and Planning give notice that under the *Sustainable Planning Act 2009*, chapter 5, part 2, I made a Ministerial designation of land for community infrastructure.

Description of the land to which the designation applies

The Ministerial designation applies to land located at 29-85 Beattie Road, Coomera and known as the Coomera Sporting Precinct.

The land is described as Lot 1 RP216157, Lot 28 RP166183, Lot 29 RP166183, Lot 2 CP816503, Lot 5 RP835937.

Type of community infrastructure for which the land has been designated

The land has been designated for the Coomera Sporting Precinct.

The community infrastructure is described under Schedule 2 of the *Sustainable Planning Regulation 2009* as follows:

Schedule 2, Part 1 Community infrastructure for transport—

- 1 active transport infrastructure
- 11 transport infrastructure mentioned in schedule 3 of the Act, definition ‘development infrastructure’

Schedule 2, Part 2 Other community infrastructure—

- 4 community and cultural facilities community and cultural facilities, including facilities where an education and care service under the Education and Care Services National Law (Queensland) is operated or a child care service under the *Child Care Act 2002* is conducted, community centres, meeting halls, galleries and libraries.
- 8 facilities for parks and recreation
- 12 sporting facilities
- 15 storage and works depots and the like including administrative facilities associated with the provision or maintenance of the community infrastructure mentioned in this part

The use is further described as: Regional multi-purpose sport park capable of hosting various future individual major events. The use includes social and public support functions including car parking, transport infrastructure and community services, and may engage in commercial activities and alliances that are in support of the community infrastructure function/s of the site. Such uses may include (but are not limited to): café; conference facilities, kiosk/takeaway food premises; office; park; shop.

Conditions in relation to future development

1. All development on the site pursuant to the designation is to be subject to comprehensive environmental assessment being carried out. Regard is to be given to natural and physical resources, as well as short and long term effects and impacts on the environment and community from both the construction and operational phase of the development. The range of matters considered is to include the following, and any other applicable matter of interest or risk at the relevant time—
 - a. soils and geology
 - b. natural resources and hazards
 - c. conservation and heritage values
 - d. health, safety, amenity (noise, lighting, air quality) and social impacts
 - e. infrastructure, traffic and transport.

2. Development is to be carried out under the management of a Construction Environmental Management Plan that addresses noise, dust, traffic and other construction based nuisance.
3. An assessment is to be carried out of the site and the development proposal to identify any environmental permits, licenses or approval requirements under the *Sustainable Planning Act 2009* and other relevant State and Commonwealth legislation. Permits, licenses or approvals are to be sought where necessary before the subject works proceed pursuant to the designation.
4. The development proposal including plans and environmental assessment material are to be provided for review and endorsement to the COGC Planning and Environment unit before works can proceed.

Hon Jeff Seeney MP
Deputy Premier, Minister for State
Development Infrastructure and Planning

**NOTIFICATION OF APPROVAL OF FORMS
UNDER THE
LEGAL PROFESSION ACT 2007**

1. Commencement

The following forms were approved on **17 November 2014** by the **General Counsel** of the Queensland Law Society Incorporated, pursuant to a delegation from the Council on 9 December 2005, to take effect from date of gazettal.

2. Forms Approved - forms required by, and made for the purposes of, the *Legal Profession Act 2007*:

QLS Form 5 (LPA): Application by Certificate Holder for Revocation of Condition – Version 4

QLS Form 6 (LPA): Notice by a Practising Certificate Holder of a Conviction of an Offence or of a Charge for a Serious Offence – Version 4

3. The following form was approved on 18 November 2014 by the General Counsel of the Queensland Law Society Incorporated, pursuant to a delegation from the Council on 9 December 2005, to take effect from date of gazettal**4. Form Approved - forms required by, and made for the purposes of, the *Legal Profession Act 2007*:****5. QLS Form 7 (LPA): Notice by Practitioner of a ‘Show Cause’ Event – Version 4****6. Availability of Forms**

These forms are available from:

- a) Law Society House
179 Ann Street
Brisbane Q 4000
- b) the Queensland Law Society website at www.qls.com.au

M J Hinton
General Counsel

**NOTIFICATION OF APPROVED FORMS
UNDER THE *TRANSPORT OPERATIONS (ROAD USE
MANAGEMENT) VEHICLE REGISTRATION REGULATION 2010***

Reference

This notice may be referred to as the *Vehicle Registration (Approval of Forms) Notice (No. 1) 2014*.

Approval

The following forms have been approved by the A/Director (Registration and Licensing), Department of Transport and Main Roads as delegate of the Chief Executive Officer of that department.

The following forms are approved:

- Form 1310 Version September 2014 – Transfer of Registration – Vehicle/Vessel Acquisition by a Licensed Dealer
- Form 1360 Version June 1995 – Interim Registration Label
- Form 1362 Version December 2011 – Receipt for Returned Number Plates
- Form 2336 Version August 2010 – Seasonal Registration Application
- Form 2403 Version May 2014 – Registration Certificate (Motor Vehicle) (Peel off Sticker)
- Form 3404 Version February 2013 – Notice to Replace Damaged Number Plates
- Form 3504 Version May 2014 – Registration Certificate (Concessional Motor Vehicle) (Peel off Sticker)
- Form 3505 Version May 2014 – Registration Certificate (Concessional Other Vehicle) (Peel off Sticker)
- Form 3506 Version May 2014 – Registration Certificate
- Form 3515 Version July 2011 – Renewal Payment without Notice
- Form 3517 Version May 2014 – Vehicle/Recreational Ship Cancellation of Registration Application
- Form 3520 Version July 2014 – Vehicle Registration Transfer Application

- Form 3522 Version June 2014 – Release of Information Request for Vehicle/Recreational Ship Registration Records
- Form 3523 Version October 2014 – Unregistered Vehicle Permit Application
- Form 3524 Version October 2014 – Change of Vehicle Particulars Notification
- Form 3529 Version October 2014 – Vehicle Details Inspection Sheet
- Form 3565 Version July 2014 – Registration Certificate (Other Vehicles) (Peel off Sticker)
- Form 3630 Version August 2013 – Specific Purpose Vehicle Registration Concession Application (Well Boring Equipment Vehicle, Bee Keepers, Prospectors, Mineral, Water or Oil Exploration Equipment)
- Form 3840 Version May 2014 – Registration Period Adjustment Notice
- Form 3937 Version May 2014 – Registration Concession Application (Pensioners, Seniors and Impaired Servicepersons, Special Interest Vehicles)
- Form 4090 Version June 2014 – Variable Term Facility Notice
- Form 4408 Version May 2012 – Queensland Garage Address Statement
- Form 4508 Version November 2014 – Application for Assessment for a Charitable or Community Service Concession
- Form 4517 Version August 2010 – Registration Concession Application (Restricted Area Concession/Primary Producer/Farm Plate Concessions)

The following forms have been removed:

- Form 2455 – Declaration
- Form 3609 – Transfer of Registration (Vessel/Vessel Trailer Acquisition by a Vessel Dealer)
- Form 3631 – Well Boring Equipment Vehicle Concessional Registration Application
- Form 3894 – Statutory Declaration Registration Transfer in Defacto Relationship
- Form 4290 – Specific Purpose Vehicle Registration Concession Application (Bee keepers)
- Form 4092 – Registration Certificate (Conditional Vehicle)
- Form 4291 – Specific Purpose Vehicle Registration Concession Application (Prospectors)
- Form 4411 – Trailer Audit
- Form 4886 – Declaration for Application of Disaster Assistance Package

Authorising Law

The law under which these forms are approved for use is:

Transport Operations (Road Use Management) Act 1995 and the *Transport Operations (Road Use Management – Vehicle Registration) Regulation 2010*.

Availability of forms

These forms may be obtained either on the Queensland Government's web site www.qld.gov.au or by phoning the Department of Transport and Main Road's (TMR) Call Centre on 13 23 80, from any TMR Customer Service Centre (see local area telephone book) or from selected Queensland Government Agents, Magistrates Court or Queensland Police Station.

*Public Trustee Act 1978 - Unclaimed Moneys***SUPPLEMENTARY REGISTER OF UNCLAIMED MONEYS HELD BY THE UNIVERSITY OF SOUTHERN QUEENSLAND, WEST STREET, TOowoomba QLD 4350 ON 18 NOVEMBER 2014. THE FOLLOWING AMOUNTS ARE TO BE TRANSFERRED TO THE PUBLIC TRUSTEE BY 01 JANUARY 2015.**

Reference no.	Name	Address		Postcode	Date Payable	Amount (\$)
0050075082	Abreha, Mulubrhan Zemichael	PO Box 265	Addis Ababa	ETH 2657	12/12/2014	1022.00
0050054942	Adams, Matthew	Po Box 7098 Garbutt BC	Townsville QLD	AUS 4814	12/12/2014	669.60
0050038000	Agard, Juliet	38 St Silas Heights	St James	BRB	12/12/2014	2660.00
0050035017	Al Hossan, Waleed	2/20 Anita Drive	Toowoomba QLD	AUS 4350	12/12/2014	1092.00
0061012815	Alajlan, Saleh Ali	IAE Edu Net Brisbane Level 2 69 Adelaide Street	Brisbane QLD	AUS 4000	12/12/2014	800.00
0050001849	AlNeaimi, Nada	P O Box 46870	ABU DHABI 46870 AUH	ARE 46870	12/12/2014	1800.00
0039736103	Ang, Keng Seng	Inner Universe 701, Alwalid Building Rolla Street	Burdubai	ARE	12/12/2014	4180.00
0050001811	Asfour, Amal Tawfiq	Bl 7 St 4 House 15 Appt 2	Salwa	KWT	12/12/2014	3250.00
0050030980	Baawain, Ali Ahmed Salooma	IDP Educ Aust - Oman Ground Floor, Nizwa House Behind Al Madina Plaza Madinat Qaboos	Muscat	OMN PC130	12/12/2014	546.00
0050045295	Basu, Debadyuti	Arka Basu 6 Ware Crt Darling Heights	Toowoomba QLD	AUS 4350	12/12/2014	4450.00
0050022983	Bayliss, Anthony Clive	10 Church Street	Lambton NSW	AUS 2299	12/12/2014	1094.40
0050019883	Boakye, Andrews	Takoradi International Company Takoradi Thermal Power Station PO Box MC 2204	Takoradi	GHA	12/12/2014	2277.00
0050110230	Bobola, Alexander	Po Box 162 Boroko National Capital District	PORT MORESBY	PNG NCD111	12/12/2014	7420.00
0050070141	Bourke, Marcus John	Unconfirmed Deceased		AUS	12/12/2014	740.80
0050103322	Bowers, Douglas Alan	66 Longstaff Avenue	Chipping Norton NSW	AUS 2170	12/12/2014	1590.00
0050085841	Burcher, Penelope Leigh	7 Power Street	Toowoomba QLD	AUS 4350	12/12/2014	740.80
0050058907	Cass, Leonard John	26 Panoramic Drive	Preston QLD	AUS 4352	12/12/2014	669.60
0031034076	Chan, Kin Yip	20 Fred Woodward Place Three Kings New Zealand	Auckland	NZL 1004	12/12/2014	1115.00
0050005465	Chandrasekaran, Coimbatore Subramaniam	C/- IDP Education Australia 404 Juma Al Majid Bldg Khalid Bin Walid Street P O Box 50085	Dubai	ARE	12/12/2014	1050.00
0061000467	Cheng, Chi- Fu	Unit 45 45 Zielna Street	Warsaw	POL 00108	12/12/2014	9080.00
0031233204	Chola, Martha	Private Pag 0014	Thamaga	BWA	12/12/2014	600.00
0050082738	Chow, Mariana Mo Huen	Flat E 14/F Panorama Gardens 103 Robinson Road Mid Levels		HKG	12/12/2014	2850.00
0050054249	Cooper, Brett Geoffrey	4 Spencer Street	Aspley QLD	AUS 4034	12/12/2014	1481.60
0050007827	Crosby, Samantha Myfanwy	7/2 Chelmsford Street	Tamworth NSW	AUS 2340	12/12/2014	950.00
0050068372	David, Sherry Sharon	International Training Institute Section 140 Lot 2 & 3 Scratchley Road Badili	Port Moresby	PNG	12/12/2014	5090.12
0050017415	Delahunty, Michael John	C/ - PT ODG Wormald Indonesia JL. Letjen TP Simatupang NO 150 B Tnajung Barat Jagakarsa	Jakarta	IDN 12530	12/12/2014	950.00
0050051982	Dick, Martin Thomas	Unit 3 51 Leonora Street	Como WA	AUS 6152	12/12/2014	500.00
0050023716	Draper, Shane John	185 West Street	Mount Isa QLD	AUS 4825	12/12/2014	557.60
0050104842	Filipe, Taira Mosese Mosese	College for Higher Education Studies 195 Princess Road Tamavua	Suva	FJI	12/12/2014	1410.00
0050001709	Flipo, Denise Mary	PO Box 20183	Dubai	ARE	12/12/2014	850.00
0050107681	Francis, Malcolm John	5/18 Morrow St	Taringa QLD	AUS 4068	12/12/2014	520.00
0050016340	Gaskell, Josephine	Kitamachi 5-15	Hyuga shi Miyazaki ken	JPN 8830041	12/12/2014	690.00
0050068828	Gavin Xing Si Yuan,.	PO Box 7525 Toowoomba Mail Centre	Toowoomba QLD	AUS 4352	12/12/2014	600.00
0031139227	Gerry, Albert Sylvester	PO Box 521 Papua New Guinea	Tabubil WHP	PNG	12/12/2014	920.00
0031232512	Go, Michelle	29 C Cordero Street 2nd Avenue Grace Park	Kalookan City	PHL 1406	12/12/2014	1375.00
0050038812	Goldsworthy, Kym Maxwell	49 Cairnhill Circle	Singapore	SGP 229783	12/12/2014	1200.00
0050036456	Goldsworthy, Sandra Christine	49 Cairnhill Circle	Singapore	SGP 229783	12/12/2014	547.20
0019320351	Griffiths, Matthew Noel	C/- NASA Multiplex LLC PO Box 211275	Dubai	ARE	12/12/2014	1590.00
0050093265	Hawkins, Adam Lyndon	18 Quenda Drive	Canning Vale WA	AUS 6155	12/12/2014	1481.60
0050043589	Hunt, Bryan Damien	24 Cambanora Place	Mooroobool QLD	AUS 4870	12/12/2014	1226.40
0031133527	Ila, Pairi	Ok Tedi Mining Ltd P O Box 1 Western Province	Tabubil	PNG	12/12/2014	920.00
0050025585	Isaacson, Alfred Keith	7 Bakhsh Street	Mt Isa QLD	AUS 4825	12/12/2014	526.90
0050030365	Ismail, HJ Hamdani	IDP Education Aust Brunei Unit 16 1st Floor Block J Abdul Razak Complex	Gadong	BRN	12/12/2014	3510.00
0050041378	James, Neil Dudley	Teragram	Wandoan QLD	AUS 4419	12/12/2014	710.40
0050025755	Johnson, Aaron Peter	PO Box 342	Warwick QLD	AUS 4370	12/12/2014	580.00
0019522769	Jones, Steven Michael	53 Hoepper Street	Toowoomba QLD	AUS 4350	12/12/2014	660.00
0039940568	Kemp, Terry Keith	C/ - Etihad Airways PO Box 35566	Abu Dhabi	ARE	12/12/2014	1200.00
0031120173	Kim, Mijoung	1074-11 Whagok 7 Dong Kangseogu	Seoul	KOR 157017	12/12/2014	1050.00
0050002029	Kua, Angeline	32/1 Greenfield Drive	Clayton VIC	AUS 3168	12/12/2014	1022.00
0050007776	Kumasaki, Remi	16 Regent Street	Toowoomba QLD	AUS 4350	12/12/2014	780.00
0031233109	Kwon, Hea Rang	43 High Drive	NewmalDEN SURREY	GBR KT33UD	12/12/2014	930.00
0050023928	Lawson, Kerry Anne	4 / 574 Boundary Street	Spring Hill QLD	AUS 4000	12/12/2014	568.80

Reference no.	Name	Address			Postcode	Date Payable	Amount (\$)
0050005110	Lin, Kuan-Hsin	Mcgregor College D07 Locked Bag 2 Darling Heights	Toowoomba QLD	AUS	4350	12/12/2014	663.00
0050094345	Liu, Ping	College for Higher Education Studies 195 Princess Road Tamavua	Suva	FJI		12/12/2014	862.00
0011221183	Mackay, Naomi Nicole	15 Bensley Place	Riverhills QLD	AUS	4074	12/12/2014	960.75
0050012131	Macleod-Green, Fiona	PO Box 6667	ST Kilda Road Central VIC	AUS	8008	12/12/2014	1900.00
0050083688	Malo, Salaseini Tuibau	College for Higher Education Studies 195 Princess Road Tamavua	Suva	FJI		12/12/2014	1008.36
0050048088	Maroney, Janet Le-Anne	50 Edinburgh Road	Benowa QLD	AUS	4217	12/12/2014	1140.00
0050049338	Matsuoka, Erina	3 Gail Court	Toowoomba QLD	AUS	4350	12/12/2014	2730.00
0031033969	McCarley, J Eddie	Po Box 723	Hervey Bay QLD	AUS	4655	12/12/2014	1307.00
0050069989	Mccarthy, Wendy Maree	Deceased		AUS		12/12/2014	1512.00
0050031095	McNee, Anne Marie	C/- Afrika Mashariki Gold Mines P O Box 25	Palmyra WA	AUS	6957	12/12/2014	903.05
0061002531	Mercer, Kerry	191 Oconnell Drive	CORNER BROOK NF	CAN	A2H 5M9	12/12/2014	1850.00
0050048103	Mills, Susan	No 18 12-14 Lloyd St	Southport QLD	AUS	4215	12/12/2014	820.80
0050044962	Mohd Azlan Selvarajah, Aizat Bin	SEGi College Subang Jaya Faculty Creative Arts and Design 2nd Floor Segi College USJ 1	Persiaran Kewajipan SL	MYS	47600	12/12/2014	950.00
0039832057	Niyaz, Mohamed	Ma Kaaminee Hiya Machchangolhi Male 20-02 Maldives		MDV		12/12/2014	870.00
0039830714	Osawa, Megumi	2-2-10-3102 Tukuda Chuou-Ku	Tokyo	JPN	1040051	12/12/2014	710.00
0050011027	Parker, Steven	Lin Yi Street Lane 75 No 17,4F	Taipei County 106	TWN		12/12/2014	950.00
0050030650	Paro, Renee	PO Box 173	Darling Heights QLD	AUS	4350	12/12/2014	1518.00
0050069175	Parulekar, Jagdish Prabhakar	PO Box No. 19879	Dubai	ARE	19879	12/12/2014	1020.00
0031011860	Pule, Nthabiseng Anna	South African-Aust Educ Centre 337 Jorrison Street off Voortrekker Road Monument	Krugersdorp	ZAF	1739	12/12/2014	1680.00
0050010346	Rand, Gregory Michael	1 Ashley Avenue	TERRIGAL NSW	AUS	2260	12/12/2014	750.00
0061007760	Rees, Darryl Kenneth	UNIS (United Nations International School of Hanoi) Lac Long Quan Road Tay Ho District	Hanoi	VNM		12/12/2014	1060.80
0019822728	Richardson, Rohan Robert	Po Box 2349	Toowong QLD	AUS	4066	12/12/2014	568.80
0050068088	Ryu, Ju yeon	67C Student Village 537-561 West Street	Toowoomba QLD	AUS	4350	12/12/2014	1500.00
0050013436	Sagaran, Jellinah Swari	No 2 TINGKAT 2 BLOCK B JALAN BERTAM KTRS HOSPITAL KEPALA BATAS KEPALA BATAS	Penang PG	MYS	13200	12/12/2014	2510.00
0050004017	Satake, Aya	5/23 Platz Street	Toowoomba QLD	AUS	4350	12/12/2014	1040.00
0039310183	Seaton, Paul Jason	Australian Consulate General Dubai Dip Bag PO Box 2386	CANBERRA ACT	AUS	2601	12/12/2014	950.00
0050003367	Semery Yandapake, Racheal Nandie	C/-Paia Town Management Company Porgera Joint Venture P.O Box 484	Mt Hagen WHP	PNG		12/12/2014	1375.00
0031222139	Sheriff, Alastair Matthew	3 Mercorella Cct	Alice Springs NT	AUS	0870	12/12/2014	711.75
0050002847	Sok, Sam Oeun	Director Cambodian Defender Project PO Box 921 No 12 St 282	Phnom Penh	KHM		12/12/2014	512.00
0050084483	Stemson, Terence Kenneth	PO Box 288	The Gap QLD	AUS	4061	12/12/2014	740.80
0050063325	Su, Nanxi	Room 9C Block 19 Bai Shi Da Garden(1st) Bai Yi Yuan 28 Tai Ning Rd Luo Hu	Shenzhen	CHN	518000	12/12/2014	3500.00
0039532733	Supaman, Aditya Fajar Fadilla	Jl Tebet Timur Ivd/2 Indonesia	Jakarta	IDN	12820	12/12/2014	1620.42
0061005707	Swan, Kelli Joi	2982 Kerry Road Darlington	Beaudesert QLD	AUS	4285	12/12/2014	530.40
0050028654	Sweetser, Gregory Peter	3 Glen Street	Coorparoo QLD	AUS	4151	12/12/2014	1400.00
0050016303	Swindell, Andrew	17 Booker Street	Keperra QLD	AUS	4053	12/12/2014	950.00
0050062767	Tan, Kict Hwee	4 Jln Syed Abdul Kadir Kg Abdullah,	Segamat JH	MYS	85000	12/12/2014	1375.00
0050074016	Terblanche, Morne	Unit 2 155 Woongarra Scenic Drive	Bargara QLD	AUS	4670	12/12/2014	1525.00
0031112707	Tho, Lee Peng	C/- Al Jazeira Hospital Op Rm PO Box 2427	Abu Dhabi	ARE		12/12/2014	836.25
0050031743	Tingey, Damian Eric	P O Box 1083	Palmerston NT	AUS	0831	12/12/2014	573.60
0011121075	Town, David Geoffrey	6 May St	Deception Bay QLD	AUS	4508	12/12/2014	612.45
0050076852	Tsai, Kun-Hung	Amet - Sunnybank 3A/12 Zamia Street	Sunnybank QLD	AUS	4109	12/12/2014	1400.00
0050031464	Vi, Uiameipulotu	College for Higher Education Studies 195 Princess Road Tamavua	Suva	FJI		12/12/2014	1320.00
0050023196	Viengkhou, Vanny	3 Gosse Place	Bonnyrigg NSW	AUS	2177	12/12/2014	711.20
0019823767	Walker, Andrew John	50 Leichhardt Circuit	Forest Lake QLD	AUS	4078	12/12/2014	1026.50
0050023823	Westaway, Raelene Gail	150 Buchan Street	Bungalow QLD	AUS	4870	12/12/2014	694.53
0050078757	Wilce, Troy Bradley	PO Box 911	Malanda QLD	AUS	4885	12/12/2014	725.60
0050008325	Williams, Scott Arthur	7 Cowell St	Carindale QLD	AUS	4152	12/12/2014	513.25
0050012235	Yahya, MuammarQadaffy	International Education Consultancy 987 Lorong Jering Sunny Garden Mile 1 1/2 Turan Road	Kota Kinabalu	MYS		12/12/2014	2030.00
0031134373	Yung, Ea-Han	2 Jalan 21 / 15 Seapark	Petaling Jaya SL	MYS	46300	12/12/2014	1361.25

CONTENTS

(Gazettes No. 59-62—pp. 281-402)

	Page
APPOINTMENTS	287-294
Justices of the Peace and Commissioners for Declarations Act	
Public Service Act	
NOTICES / BYLAWS / DECLARATIONS / STATUTES	296-398
City of Brisbane Act	
Education (General Provisions) Act	
Holidays Act	
Hospital and Health Boards Act	
Police Service Administration Act	
State Development and Public Works Organisation Act	
Sustainable Planning Act	
NOTIFICATION OF FORMS	399
Legal Profession Act	
Transport Operations (Road Use Management) Act	
Bills Assented to.....	NIL THIS WEEK
ADVERTISEMENTS	400-401
Public Trustee Act	
Natural Resources and Mines Gazette.....	281-282
Transport / Main Roads Gazette.....	283-284
Local Government Gazette	285-286
General Gazette	287-401