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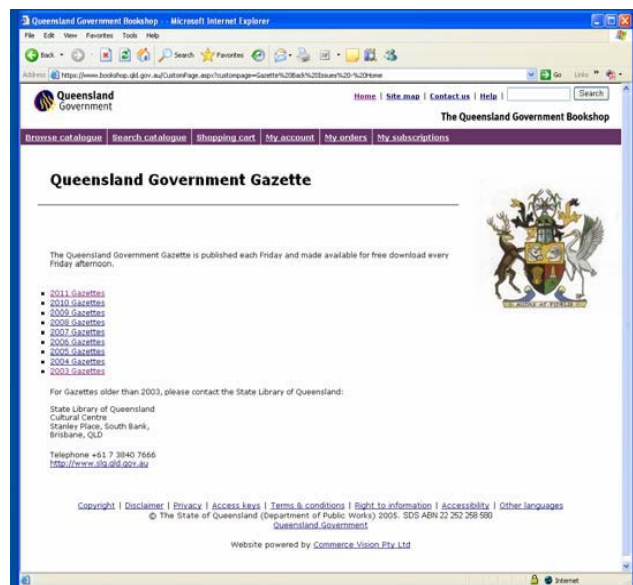
FRIDAY 25 JANUARY 2013

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EXTRAORDINARY

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SUNDAY 20 JANUARY 2013

[No. 12

Queensland



Constitution of Queensland 2001

PROCLAMATION

I, MARGARET WILSON, Judge, Supreme Court of Queensland, acting under section 41 of the *Constitution of Queensland 2001*, having previously taken the prescribed oaths, have today assumed the administration of the government of the State as Acting Governor because Her Excellency Penelope Wensley, Governor, is absent from the State.

[L.S.]
MARGARET WILSON
Acting Governor

Signed and sealed on 20 January 2013.

By Command

Campbell Newman

God Save the Queen

ENDNOTES

1. Made by the Acting Governor on 20 January 2013.
2. Published in an Extraordinary Government Gazette on 20 January 2013.
3. The administering agency is the Department of the Premier and Cabinet.



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EXTRAORDINARY

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TUESDAY 22 JANUARY 2013

[No. 13

Queensland



Constitution of Queensland 2001

PROCLAMATION

I, PENELOPE WENSLEY, Governor, acting under section 41 of the *Constitution of Queensland 2001*, have today resumed the administration of the government of the State.

[L.S.]
PENELOPE WENSLEY
Governor

Signed and sealed on 22 January 2013.

By Command

Campbell Newman

God Save the Queen

ENDNOTES

1. Made by the Governor on 22 January 2013.
2. Published in an Extraordinary Government Gazette on 22 January 2013.
3. The administering agency is the Department of the Premier and Cabinet.



Queensland Government Gazette

NATURAL RESOURCES AND MINES

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FRIDAY 25 JANUARY 2013

[No. 14

Land Act 1994
TEMPORARY CLOSING OF ROADS
NOTICE (No 02) 2013

Short title

1. This notice may be cited as the *Temporary Closing of Roads Notice (No 02) 2013*.

Roads to be temporarily closed [s.98 of the Act]

2. The road described in the Schedule is temporarily closed.

SCHEDULE**South Region, Toowoomba Office**

1 An area of about 174 m² being part of Chalk Drive abutting the southern boundary of Lot 10 on RP217580 (parish of Drayton, locality of Toowoomba City) and shown as temporary road closure on Drawing DD2012/258. (2012/007684)

ENDNOTES

1. Published in the Gazette on 25 January 2013.
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
OBJECTIONS TO PROPOSED ROAD CLOSURE
NOTICE (No 03) 2013

Short title

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 03) 2013*.

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 Regional Service 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 **7 March 2013**.

(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-

- (a) the Department of Natural Resources and Mines Offices at Emerald, Caboolture, Nambour and Warwick; and
- (b) the Local Government Offices of Central Highlands Regional, Moreton Bay Regional, Sunshine Coast Regional and Southern Downs Regional;

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

SCHEDULE**PERMANENT CLOSURE****Central Region, Emerald Office**

1 An area of about 3360 m² being part of Blain Street abutting Lot 1 on SP235822 (parish of Blackwater, locality of Blackwater) and shown as plan of proposed road to be permanently closed on Drawing 12/896/CEN. (2012/006629)

South Region, Caboolture Office

2 An area of about 327 m² being part of Mount Samson Road abutting the south west boundary of Lot 2 on RP177734 (parish of Samsonvale, locality of Mount Samson) and shown as road proposed to be permanently closed on Drawing 12/292. (2012/007771)

South Region, Nambour Office

3 An area of about 6150 m² being the road abutting the southern boundary of Lot 1 on RP107174 (parish of Maroochy, locality of Maroochy River) and shown as road proposed to be permanently closed on Drawing 12/279. (2012/007445)

South Region, Warwick Office

4 An area of about 1.72 ha being the road abutting the southern boundary of Lot 3 on SP121381 (parish of Goomburra, locality of Goomburra) and shown as road to be closed permanently on Drawing DD2012/256. (2012/007523)

ENDNOTES

1. Published in the Gazette on 25 January 2013.
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***REOPENING OF TEMPORARILY CLOSED ROAD
NOTICE (No 02) 2013****Short title**

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 02) 2013*.

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

2. It is declared that the areas of land comprised in the former Road Licences mentioned in Schedules 1 and 2 are reopened as road.

SCHEDULE 1**North Region, Cairns Office**

1 An area of about 1.23 ha being part of Banfield Road separating Lot 1 on RP836959 and Lot 3 on RP747840 from Lot 386 on NR2119, and shown as Lot A on AP21555, being the land contained within former Road Licence No. 236247, (parish of Hull) (2012/007982).

SCHEDULE 2**South Region, Maryborough Office**

2 An area of about 3.8 ha being the road commencing about 80 metres north easterly from the south eastern corner of resubdivision 11 of subdivision 1 of portion 1, and extending generally north easterly, north westerly, westerly and south westerly to the eastern corner of resubdivision 24 of subdivision 1 of portion 1, being the land contained within former Road Licence No. 33/5990, (parish of Tarong) (2012/005914).

ENDNOTES

1. Published in the Gazette on 25 January 2013.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

*Place Names Act 1994***PLACE NAME PROPOSAL NOTICE (No 01) 2013****Short title**

1. This notice may be cited as the *Place Name Proposal Notice (No 01) 2013*.

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 alter the boundaries of the places set out in the Schedule.

Display of plan

3. A plan illustrating the proposal may be viewed at the Department of Natural Resources and Mines, Business Centre, Landcentre, Corner of Main and Vulture Streets Woolloongabba and at the Brisbane City Council Regional Business Centre, 70 Station Road Indooroopilly.

Submissions

4. Individual submissions in writing, either in support of or against the proposal, may be sent to the Executive Director, South Region, Maryborough Office, Department of Natural Resources and Mines, PO Box 212, Maryborough, Qld 4650, 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.		
Chapel Hill	Suburb	Brisbane City	27°29'59"	152°56'57"	QPN1212	Bdy Alteration
Kenmore Hills	Suburb	Brisbane City	27°29'37"	152°55'46"	QPN1212	Bdy Alteration

ENDNOTES

1. Published in the Gazette on 25 January 2013.
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 Reference- SER/082318 Pt 1

*Place Names Act 1994***PLACE NAME PROPOSAL NOTICE (No 02) 2013****Short title**

1. This notice may be cited as the *Place Name Proposal Notice (No 02) 2013*.

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 alter the boundaries of the places set out in the Schedule.

Display of plan

3. A plan illustrating the proposal may be viewed at the Department of Natural Resources and Mines Business Centre, Landcentre, Corner of Main and Vulture Streets, Woolloongabba and at the Brisbane City Council Regional Business Centre, 2 Millennium Boulevard, Carindale.

Submissions

4. Individual submissions in writing, either in support of or against the proposal, may be sent to the Executive Director, South Region, Maryborough Office, Department of Natural Resources and Mines, PO Box 212, Maryborough Q 4650, 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.		
Gumdale	Suburb	Brisbane City	27°29'41"	153°09'21"	QPN1213	Bdy Alteration
Tingalpa	Suburb	Brisbane City	27°28'24"	153°07'45"	QPN1213	Bdy Alteration

ENDNOTES

1. Published in the Gazette on 25 January 2013.
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 Reference- SER/082319 Pt 1

Place Names Act 1994
PLACE NAME PROPOSAL NOTICE (No 03) 2013

Short title

1. This notice may be cited as the *Place Name Proposal Notice (No 03) 2013*.

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 alter the boundaries of the places set out in the Schedule.

Display of plan

3. A plan illustrating the proposal may be viewed at the Department of Natural Resources and Mines Business Centres located at Level 1, Tower Central, 114 Brisbane Street, Ipswich and Level 2, Landcentre, corner Main and Vulture Streets, Woolloongabba; Brisbane City Council Service Centres, 266 George Street, Brisbane and at the Inala Service Centre and Library, Inala Civic Centre, Corsair Street, Inala.

Submissions

4. Individual submissions in writing, either in support of or against the proposal, may be sent to the Executive Director, South Region, Ipswich Office, Department of Natural Resources and Mines, PO Box 864, Ipswich Qld 4305 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.		
Ellen Grove	Suburb	Brisbane City	27°36'50"	152°56'32"	QPN1211	Bdy Alteration
Forest Lake	Suburb	Brisbane City	27°37'22"	152°57'45"	QPN1211	Bdy Alteration

ENDNOTES

1. Published in the Gazette on 25 January 2013.
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 Reference- SER/086459



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TRANSPORT AND MAIN ROADS

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FRIDAY 25 JANUARY 2013

[No. 15

Transport Planning and Coordination Act 1994

CHANGE OF PURPOSE DECLARATION NOTICE (No. 2533) 2013

Short title

1. This notice may be cited as the *Change of Purpose Declaration Notice (No. 2533) 2013*.

Declaration of another stated transport purpose [s. 26A(2) of the *Transport Planning and Coordination Act 1994*]

2. I, Scott Emerson MP, Minister for Transport and Main Roads, declare that the land described in the Schedule taken by Taking of Land Notice (No. 1782) 2009 dated 18 June 2009 and published in the Gazette of 26 June 2009, at page 734, for a purpose incidental to the purpose of transport (busway and the facilitation of busway transport infrastructure), namely, removal of structures, for the Eastern Busway Stage 2 (Norman Creek to Main Avenue) Project, by the then Chief Executive, Department of Transport and Main Roads, is now required for transport purposes, namely, busway and the facilitation of busway transport infrastructure, and is taken to have been acquired for these purposes from 26 June 2009.

SCHEDULE

County of Stanley, Parish of Bulimba - an area of about 315.8 square metres being part of Common Property of Junction Apartments Community Titles Scheme 31033 Community Management Statement 31033 contained in Title Reference: 50426354.

Brisbane City
Eastern Busway Stage 2 (Norman Creek to Main Avenue)
510/6477

ENDNOTES

1. Made by the Minister on 3 January 2013.
2. Published in the Gazette on 25 January 2013.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.



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LOCAL GOVERNMENT

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[No. 16

*Local Government Act 2009***MOUNT ISA CITY COUNCIL (MAKING OF LOCAL LAW) NOTICE (NO. 1) 2013****Title**

1. This notice may be cited as *Mount Isa City Council (Making of Local Law) Notice (No. 1) 2013*.

Commencement

2. This notice commences on the date of gazettal notice.

Making of local laws

3. Mount Isa City Council has, by resolution dated the 16th day of January 2013, made—
 - (a) each local law identified in schedule 1, column 1; and
 - (b) each subordinate local law identified in schedule 1, column 2.

Local law that authorises a subordinate law to be made

4. The local law which authorises each subordinate local law identified in schedule 1, column 2 to be made is identified in the corresponding part of schedule 1, column 3.

Local law that repeals a local law

5. Each local law which is repealed by a local law is identified in schedule 1, column 4.

SCHEDULE 1

Column 1	Column 2	Column 3	Column 4
Name of local law	Name of subordinate local law	Name of authorising local law	Name of repealed local law
Local Law No. 1 (Administration) 2013 (LL1)	Not applicable	Not applicable	<ol style="list-style-type: none"> 1. Mount Isa City Council Local Law No. 1 (Administration) 2. Mt Isa City Council Local Law No.3 (Gates and Grids) 3. Mount Isa City Council Local Law No.4 (Libraries) 4. Mount Isa City Council Local Law No.5 (Meetings) 5. Mount Isa City Council Local Law No.9 (Blasting Operations) 6. Mount Isa City Council Local Law No.12 (Caravan Parks) 7. Mount Isa City Council Local Law No.13 (Camping Grounds) 8. Mount Isa City Council Local Law No.14 (Cemeteries) 9. Mount Isa City Council Local Law No.16 (Control of Advertising) 10. Mount Isa City Council Local Law No.19 (Domestic Water Carriers) 11. Mount Isa City Council Local Law No.28 (Swimming Pools) 12. Mount Isa City Council Local Law No.39 (Temporary Homes)
	Subordinate Local Law No.1 (Administration) 2013	LL1	Not applicable

Column 1	Column 2	Column 3	Column 4
Name of local law	Name of subordinate local law	Name of authorising local law	Name of repealed local law
Local Law No.2 (Animal Management) 2013 (LL2)	Not applicable	Not applicable	1. Mount Isa City Council Local Law No.6 (Keeping and Control of Animals) 2. Mount Isa City Council Local Law No.7 (Impounding of Animals)
	Subordinate Local Law No.2 (Animal Management) 2013	LL2	Not applicable
Local Law No. 3 (Community and Environmental Management) 2013 (LL3)	Not applicable	Not applicable	1. Local Law No.10 (Overgrown and Unsightly Allotments) 2007 2. Mount Isa City Council Local Law No.23 (Control of Pests)
	Subordinate Local Law No.3 (Community and Environmental Management) 2013	LL3	Not applicable
Local Law No.4 (Local Government Controlled Areas, Facilities and Roads) 2013	Not applicable	Not applicable	1. Mount Isa City Council Local Law No.25 (Parks and Reserves) 2. Mount Isa City Council Local Law No.33 (Roads)
	Subordinate Local Law No.4 (Local Government Controlled Areas, Facilities and Roads) 2013	LL4	Not applicable
Local Law No. 5 (Parking) 2013	Not applicable	Not applicable	Mount Isa City Council Local Law No.2 (Regulated Parking)
	Subordinate Local Law No. 5 (Parking) 2013	LL5	Not applicable

NOTICE OF ADOPTION OF AN AMENDMENT TO BRISBANE CITY PLAN 2000 PURSUANT TO STEP 5.2A OF STAGE 3 OF PART 3 OF THE STATUTORY GUIDELINE 02/12 MAKING AND AMENDING LOCAL PLANNING INSTRUMENTS MADE UNDER THE SUSTAINABLE PLANNING ACT 2009 BY AMENDING THE EXISTING DEMOLITION CONTROL PRECINCT

At its meeting on 20 November 2012 the Council adopted amendments to the Brisbane City Plan 2000 to amend the Demolition Control Precinct to include 111, 115 and 119 Main Avenue, Windsor. The Council also adopted associated consequential amendments. The adopted amendments will become effective on and from **25 January 2013**.

Purpose and General Effect

111, 115 and 119 Main Avenue, described as Lots 213, 214, 281, 282 and 283 on RP18914 have been identified as containing pre-1946 houses. The purpose of including these three properties in the Demolition Control Precinct is to increase protection of their pre-1946 character through assessment against the Demolition Code.

Further Information

Copies of the amendments are available at the Brisbane City Council Library and Customer Service Centre, Level 1, North Quay Podium, Brisbane Square, 266 George Street, Brisbane. The adopted amendments can also be viewed by searching for 'City Plan amendments' at www.brisbane.qld.gov.au

For more information please either visit the Council Customer Service Centre or telephone Council on 3403 8888.

Colin Jensen, Chief Executive Officer

Sustainable Planning Act 2009

NOTICE OF ADOPTION OF AN ADMINISTRATIVE AMENDMENT TO BRISBANE CITY PLAN 2000

The Brisbane City Council, at its meeting on 4 December 2012, adopted amendments to the Brisbane City Plan 2000 to amend Appendix 5 (Brisbane Priority Infrastructure Plan 2011). The amendment will become effective on and from **25 January 2013**.

Purpose and General Effect

The changes are to the format and presentation of the mapping of Plans For Trunk Infrastructure (PFTI) to provide improved usability to users of the Brisbane Priority Infrastructure Plan 2011 by providing more detail and clarity. The changed mapping also conforms with the format and mapping requirements of the Queensland Planning Provisions.

Further Information

Copies of the amendments are available for inspection and purchase at the Brisbane City Council Library and Customer Service Centre, Level 1, North Quay Podium, Brisbane Square, 266 George Street, Brisbane. The adopted amendments can also be viewed on Council's website by searching for 'Priority Infrastructure Plan' at www.brisbane.qld.gov.au.

For more information please either visit the Council Customer Service Centre or telephone Council on 3403 8888.

Colin Jensen, Chief Executive Officer

NOTICE OF ADOPTION OF AN AMENDMENT TO THE BRISBANE CITY PLAN 2000 PURSUANT TO STEP 5.2A OF STAGE 3 OF PART 3 OF THE STATUTORY GUIDELINE 02/12 MAKING AND AMENDING LOCAL PLANNING INSTRUMENTS MADE UNDER THE SUSTAINABLE PLANNING ACT 2009 BY ADDING 250 HAWTHORNE ROAD, HAWTHORNE TO THE "COMMERCIAL CHARACTER BUILDING REGISTER PLANNING SCHEME POLICY"

At its meeting of 7 August 2012, Council adopted amendments to the Brisbane City Plan 2000 to include 250 Hawthorne Road, Hawthorne into the Commercial Character Building Register Planning Scheme Policy. The amendments will become effective on and from **25 January 2013**.

Purpose and General Effect

This Planning Scheme Policy is used in applying the Commercial Character Building Code. It contains a register of Commercial Character Buildings to which the Code applies. The property at 250 Hawthorne Road, Hawthorne displays the characteristics of a Commercial Character Building as listed in the Planning Scheme Policy, namely:

- constructed on the site pre-1946;
- non-residential gross floor area of less than 250m²;
- designed for use as a corner or local store;
- built to the front boundary alignment;
- a business premises such as a shopping group, commercial building, hotel, bank or post office.

Further Information

Copies of the amendments are available at the Brisbane City Council Library and Customer Service Centre, Level 1, North Quay Podium, Brisbane Square, 266 George Street, Brisbane. The adopted amendments can also be viewed by searching for 'City Plan amendments' at www.brisbane.qld.gov.au

For more information please either visit the Council Customer Service Centre or telephone Council on 3403 8888.

Colin Jensen, Chief Executive Officer

NOTICE OF ADOPTION OF AMENDMENTS TO BRISBANE CITY PLAN 2000 PURSUANT TO STEP 10.2A(1) OF STAGE 4 OF PART 2 OF THE STATUTORY GUIDELINE 02/12 MAKING AND AMENDING LOCAL PLANNING INSTRUMENTS MADE UNDER THE SUSTAINABLE PLANNING ACT 2009 BY AMENDING EXISTING AREA CLASSIFICATIONS

At its meeting on 20 November 2012, Council adopted amendments to the Brisbane City Plan 2000 to ensure all properties have appropriate Area Classifications. Council also adopted associated consequential amendments. The new Area Classifications will become effective on and from **25 January 2013**.

Purpose and General Effect

The area classification changes benefit property owners and other residents by accurately reflecting the nature of development approved and constructed on the sites, and ensure City Plan 2000 remains current.

Further Information

Copies of the amendments are available at the Brisbane City Council Library and Customer Service Centre, Level 1, North Quay Podium, Brisbane Square, 266 George Street, Brisbane.

The adopted amendments can also be accessed by searching for 'City Plan amendments' at www.brisbane.qld.gov.au

For more information please either visit the Council Customer Service Centre or telephone Council on 3403 8888.

Colin Jensen, Chief Executive Officer



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GENERAL

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FRIDAY 25 JANUARY 2013

[No. 17

Department of Justice and Attorney-General
Brisbane, 23 January 2013

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

Melinda Ruth BARTA	YAROOMBA
Arleen Judy BHAIRO	LABRADOR
Jessica FULLERTON	CLONTARF
Ian Stuart JOHNSON	WIGHTS MOUNTAIN
Angela LINDNER	AUCHENFLOWER
Cathryn Mary LUXTON	LOGANHOLME
Chantel Jayne MARTIN	WAMURAN
Edward Ian MCMURCHY	CARSELDINE
Julie Ann MORRISON	AGNES WATER
Nicole Susan PENNEFATHER	MOUNT COTTON
Leslie Wallace PILKINGTON	MOUNT WARREN PARK
Christine Alison STONNELL	EDMONTON
Leasa Maree VANOHR	FOREST LAKE
Jacinta WALKER	MAIN BEACH
Krystie-Lee WELSH	MITCHELTON
Clive William WILTSHIRE	WATERFORD
Blake John WINDLE	WAMURAN
Lizan YEE	JINDALEE

Department of Justice and Attorney-General
Brisbane, 23 January 2013

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

Lisa Gay ADEY	UPPER COOMERA
Peter John BRADFORD	EIGHT MILE PLAINS
Vaughan John CASEY	REDBANK PLAINS
Joshua Reuben CHRISTIAN	AUGUSTINE HEIGHTS
Fiona Ruth COCHRAN	CHINCHILLA
Brendon Joel FIRTH	REEDY CREEK
Michael FRANCIS	KEARNEYS SPRING
Madeline Elizabeth GEEVES	KALLANGUR
Gordon Anthony HUNT	WYNNUM
Terry JACKSON	EATONS HILL
Raelene Joy LIDDLE	SOUTH TOOWOOMBA
Dinh Thuong NGUYEN	OXLEY
Lara Alena NOGAROTTO	GOOBURRUM
Heidi Jane PHILLIPS	TAROOM
Naomi Lydia PRYDE	BRAY PARK
Leisa Ann ROSE	COORPAROO
Stephanie Rachel Elizabeth RUNGE	HOLLAND PARK WEST
Allan William SCOTT	SPRINGSURE
Noel Sidney SHEPHARD	WAVELL HEIGHTS
Justine Maree SIMMS	TINGALPA
Ekrem Talha UYAREL	BIRKDALE
David WELCH	EIGHT MILE PLAINS

Department of Justice and Attorney-General
Brisbane, 23 January 2013

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

Lionel Rodney BLOSS	BETHANIA
Suzanne Mary MCNICHOL	MIRANI
Suzanne May METCALFE	KALLANGUR

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

Any officer who wishes to appeal against any of the promotions set out in Part I must give a written Notice of Appeal - Promotion within 21 days following gazettal of the promotion to -

Appeals Officer, Public Service Commission
Postal Address: PO Box 15190, City East Qld 4002
Street Address: Level 13, 53 Albert Street, Brisbane Qld 4000
Email Address: appeals@psc.qld.gov.au

Web Address: www.psc.qld.gov.au (Refer to *Appeals Guide* and *Directive No. 19/10 Appeals*, Schedule C at this address)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
AGRICULTURE, FISHERIES AND FORESTRY				
23943/12	Overseer Grade 1, Cypress FMA, Forest Products, Land Management & Use, Land & Indigenous Services, Mitchell (FE5)	Date of duty	Moody, Nathan	Overseer Grade 2, Mitchell SFG, Cypress FMA, Forest Products, Land Management and Use, Land and Indigenous Services, Mitchell (FE4)
DEPARTMENT OF COMMUNITIES, CHILD SAFETY AND DISABILITY SERVICES				
DOC 22773/12	Administration Officer, Child Safety, Youth and Families, South West Region, Regional Service Delivery Operations, Roma (AO3)	Date of duty	Hicks, Jane Cara	Administration Officer, Regional Operations, South West Queensland Region, Roma Magistrates Court, Department of Justice and Attorney-General, Roma (AO2)
DOC 23441/12	Team Leader, Child Safety, Youth and Families – North, South East Region, Regional Service Delivery Operations, Browns Plains (PO5)	12-12-2012	Maurer, Rebecca Anne	Child Safety Officer, Child Safety, Youth and Families – North, South East Region, Regional Service Delivery Operations, Browns Plains (PO2)
DEPARTMENT OF COMMUNITY SAFETY				
15817/12	Officer in Charge, Local Ambulance Service Network, Darling Downs, Queensland Ambulance Service, Toowoomba (StnO4)	14-01-2013	Crooks, Peter Raymond	Intensive Care Flight Paramedic, Local Ambulance Service Network, Darling Downs, Queensland Ambulance Service, Toowoomba (APARA)
15897/12	Senior Case Manager, Northern Region, Probation and Parole Directorate, Queensland Corrective Services, Mount Isa (PO3)	Date of duty	Charlton, Chloe Robin	Case Manager, Northern Region, Probation and Parole Directorate, Queensland Corrective Services, Mount Isa (PO2)
EDUCATION, TRAINING AND EMPLOYMENT				
MER 20353/12	Business Services Manager, New Farm State School, Metropolitan Region, Education Queensland Division, Brisbane (AO3)	21-01-2013	Lenzinger, Joy	Teacher Aide, Wavell State High School, Metropolitan Region, Education Queensland Division, Brisbane (TA004)
MER 20345/12	English as a Second Language (ESL) Coordinator, West End State School, Metropolitan Region, Education Queensland Division, Brisbane (Stream 2/ SGO3)	24-01-2013	Hardie, Suellen	Head of Special Education Services, Coorparoo Special Education Unit, Metropolitan Region, Education Queensland Division, Brisbane (HOSSES3)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
MER 20345/12	English as a Second Language (ESL) Coordinator, West End State School, Metropolitan Region, Education Queensland Division, Brisbane (Stream 2/ SGO3)	24-01-2013	Salcedo, Maria	Teacher, East Brisbane State School, Metropolitan Region, Education Queensland Division, Brisbane (TCH)
ENERGY AND WATER SUPPLY				
ERM 2206/12	Project Officer, Water Services, Central West Region, Regional Service Delivery, Operation and Environmental Regulator, Rockhampton (AO5)	14-01-2013	Hillman, Sarah	Project Officer, Water Services, Central West Region, Regional Service Delivery, Operation and Environmental Regulator, Rockhampton (PO2)
DEPARTMENT OF NATURAL RESOURCES AND MINES				
23915/12	Senior Administration Officer, Petroleum, and Gas, South Region, Safety and Health, Woolloongabba (AO5)	21-12-2012	Dancey, Virginia	Administration Officer, Mines Inspectorate, South Region, Safety and Health, Woolloongabba (AO3)
TREASURY AND TRADE				
23879/12	Senior Investigations Officer – Complex, Office of State Revenue, Brisbane (AO6)	Date of duty	La, Djung Hoang Quoc	Compliance Analyst, Business Intelligence, Review and Intelligence, Office of State Revenue, Brisbane (AO5)
23881/12	Senior Analyst, Office of State Revenue, Brisbane (AO7)	Date of duty	Shandil, Rahul Raman	Senior Compliance Analyst, Business Intelligence, Review and intelligence, Office of State Revenue, Brisbane (AO6)
23867/12	Team Leader, State Penalties Enforcement Registry, Office of State Revenue, South Brisbane (AO4)	Date of duty	Buckley, Bryan Adam	Collections Officer, Administered Revenue, Office of State Revenue, Brisbane (AO3)
23867/12	Team Leader, State Penalties Enforcement Registry, Office of State Revenue, South Brisbane (AO4)	Date of duty	Scanlan, Patrick Michael	Compliance Officer, Office of State Revenue, State Penalties Enforcement Registry, Department of Justice and Attorney General, South Brisbane (AO3)
24011/12	Principal Review Officer, Administrative Review, Review and Intelligence, Office of State Revenue, Brisbane (AO7)	Date of duty	Hegner, Christina	Senior Tax Advisor, , Administrative Review, Review and Intelligence, Office of State Revenue, Brisbane (AO6)
24010/12	Review Officer, Administrative Review, Review and Intelligence, Office of State Revenue, Brisbane (AO5)	Date of duty	Kwek, Michelle Yuen Li	Investigations Officer (Level 2), Administrative Review, Review and Intelligence, Office of State Revenue, Brisbane (AO4)
23958/12	Collections Officer (Level 1), Collections and Analysis, Office of State Revenue, Brisbane (AO3)	Date of duty	Senethep, Katie Melissa	Administrative Officer, Compliance Management, SPER, Community Justice Services, Justice Services, Department of Justice and Attorney General, Brisbane (AO2)
23884/12	Compliance Analyst, Office of State Revenue, Brisbane (AO5)	Date of duty	Jiang, Ying	Review Analyst, Business Intelligence, Review and Intelligence, Office of State Revenue, Brisbane (AO4)

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
ENERGY AND WATER OMBUDSMAN QUEENSLAND			
EWOQ 103/12	Enquiry and Referral Officer, South Queensland Region, Brisbane (AO3)	03-10-2012	Elek, Daniel
DEPARTMENT OF HOUSING AND PUBLIC WORKS			
15851/12	Director, Internal Audit, Corporate Services, Brisbane (SO)	Date of duty	Samuel, Elizabeth
RESIDENTIAL TENANCIES AUTHORITY			
* RTA 06/12	Conciliator, Dispute Resolution Service, Brisbane (AO4)	Date of duty	Roberts, Jayde
* Temporary to permanent appointment.			
TREASURY AND TRADE			
24101/12	Director - Complex Investigations, Complex Investigations and Enforcement, Office of State Revenue, Brisbane (SO)	Date of duty	Wakefield, Natalie

GOVERNMENT AND PUBLIC NOTICES IN THE GAZETTES AS FROM 1 JULY 2012 INCLUDES 1.3% CPI INCREASE

	New Price	GST	Total
EXTRAORDINARY GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 222.43	\$ 22.24	\$ 244.67
PROFESSIONAL REGISTER AND LISTS GAZETTES			
Formatted electronic files or E-mail (check for compatibility) 0-50 pages	\$ 132.34	\$ 13.23	\$ 145.57
Formatted electronic files or E-mail (check for compatibility) 51+ pages	\$ 112.71	\$ 11.27	\$ 123.98
ENVIRONMENT AND RESOURCE MANAGEMENT GAZETTE AND TRANSPORT AND MAIN ROADS GAZETTE			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 140.42	\$ 14.04	\$ 154.46
LOCAL GOVERNMENT GAZETTE			
Formatted electronic files or E-mail (must be compatible) Full page text	\$ 222.43	\$ 22.24	\$ 244.67
Formatted electronic files or E-mail (that require formatting to make compatible) Full page text	\$ 257.88	\$ 25.79	\$ 283.67
Single column, all copy to set	\$ 2.36	\$ 0.24	\$ 2.60
Double column, all to set	\$ 4.79	\$ 0.48	\$ 5.27
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.86	\$ 0.09	\$ 0.95
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.74	\$ 0.17	\$ 1.91
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)	\$ 222.43	\$ 22.24	\$ 244.67
Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 257.88	\$ 25.79	\$ 283.67
GENERAL GAZETTE - PER MM TEXT			
Single column, all copy to set	\$ 2.36	\$ 0.24	\$ 2.60
Double column, all to set	\$ 4.79	\$ 0.48	\$ 5.27
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.86	\$ 0.09	\$ 0.95
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.74	\$ 0.17	\$ 1.91
GENERAL GAZETTE - APPOINTMENT NOTICES PART I (APPEALABLE) AND PART II (NON-APPEALABLE)			
APPOINTMENTS - PART I & PART II			
2 lines	\$ 43.24	\$ 4.32	\$ 47.56
3 lines	\$ 60.53	\$ 6.05	\$ 66.58
4 lines	\$ 77.83	\$ 7.78	\$ 85.61
5 lines	\$ 90.80	\$ 9.08	\$ 99.88
6 lines	\$ 108.10	\$ 10.81	\$ 118.91
7 lines	\$ 121.07	\$ 12.11	\$ 133.18
8 lines	\$ 134.04	\$ 13.40	\$ 147.44
9 lines	\$ 147.01	\$ 14.70	\$ 161.71
GENERAL GAZETTE - LIQUOR NOTICE			
All copy to set	\$ 342.98	\$ 34.30	\$ 377.28
Formatted electronic files or E-mail (check for compatibility)			\$ 8.16
One Copy of the gazette posted is included in this price			TOTAL: \$ 385.44
Additional copies of these Gazettes are available on request @ \$8.16 each (includes GST & Postage)			
GENERAL GAZETTE - GAMING MACHINE NOTICE			
All copy to set	\$ 372.80	\$ 37.28	\$ 410.08
Formatted electronic files or E-mail (check for compatibility)			\$ 8.16
One Copy of the gazette posted is included in this price			TOTAL: \$ 418.24
Additional copies of these Gazettes are available on request @ \$8.16 each (includes GST & Postage)			
GENERAL GAZETTE - PROBATE NOTICE			
All copy to set	\$ 130.98	\$ 13.10	\$ 144.08
Formatted electronic files or E-mail (check for compatibility)			\$ 8.16
One Copy of the gazette posted is included in this price			TOTAL: \$ 152.24
Additional copies of these Gazettes are available on request @ \$8.16 each (includes GST & Postage)			

For more information regarding Gazette notices, contact (07) 3866 0221. Prices are GST inclusive unless otherwise stated.

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Cairns Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 23rd day of January, 2013

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

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

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises on Level 7, 5B Sheridan Street, Cairns, at the ground floor, 5 Sheridan Street, Cairns, and at 18 Palm Avenue, Cairns, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Cairns and Hinterland Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Cairns Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

-
- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Central Queensland Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Central Queensland Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at 82-86 Bolsover Street, Rockhampton, at Suite 3, 109 Eagle Street, Longreach and at 18 Jabiru Street, Longreach, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

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- (i) guarantees or warranties or deeds of guarantee or warranty; and
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"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, fire protection, 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;

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- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
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"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
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- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
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- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

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"the Service" means the Central Queensland Hospital and Health Service;

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(b) Interpretation

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- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);

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- (iii) the Department of Health;
 - (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Clinical Skills Development Service)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Metro North Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.3 Third Party Agreements (s 307(2)(i)/(l))

- (a) Transfer to the Service, at the Effective Time, the right, title and interest of the State (represented by Queensland Health) identified as the "transferor" in respect of each contract, arrangement, understanding, heads of agreement or similar identified in Annexure 3 (Third Party Agreements) (signed by me for identification purposes), to the extent that such contracts, arrangements, understandings, heads of agreements or similar:
 - (i) are not Excluded Agreements; and
 - (ii) are not transferred or otherwise dealt with by another provision of this Transfer Notice.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 4 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and

- (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
 - (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),

effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 5);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Metro North Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Clinical Skills Development Service;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);

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- (iii) the Department of Health;
 - (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Third Party Agreements

Annexure 4: Purchase Orders

Annexure 5: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Darling Downs Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

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

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at 3 Bell Street, Toowoomba, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Darling Downs Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Darling Downs Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);

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- (iii) the Department of Health;
 - (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Gold Coast Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

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

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises on Level 1, 14 Edgewater Court, Robina, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Gold Coast Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Gold Coast Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

- (iv) the State (represented by the Unit);
- (v) the Unit; or
- (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Mackay Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

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

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at 34 East Gordon Street, Mackay, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Mackay Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Mackay Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

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- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Metro North Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Metro North Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at Rosemount, Bryden Street, Windsor and at 19 Creek Street, Redcliffe, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Metro North Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Metro North Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

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- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Metro South Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Metro South Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at Building 1, 39 Kessels Road, Coopers Plains, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Metro South Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Metro South Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

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- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – North West Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the North West Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at 119 Camooweal Street, Mt Isa, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the North West Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the North West Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

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- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Organ and Tissue Donation Service)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Metro South Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory identified in Annexure 2 (Product Inventory) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 3 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Third Party Agreements (s 307(2)(i)/(l))

- (a) Transfer to the Service, at the Effective Time, the right, title and interest of the State (represented by Queensland Health) identified as the "transferor" in respect of each contract, arrangement, understanding, heads of agreement or similar identified in Annexure 4 (Third Party Agreements – Current) (signed by me for identification purposes), to the extent that such contracts, arrangements, understandings, heads of agreements or similar:
 - (i) are not Excluded Agreements; and
 - (ii) are not transferred or otherwise dealt with by another provision of this Transfer Notice.
- (b) Transfer to the Service, at the Effective Time, the right, title and interest of the State (represented by Queensland Health) identified as the "transferor" in respect of each expired contract, arrangement, understanding, heads of agreement or similar identified in Annexure 5 (Third Party Agreements – Expired) (signed by me for identification purposes), to the extent that such contracts, arrangements, understandings, heads of agreement or similar:

- (i) despite expiration on their written terms, continue in operation by way of informal supply arrangements between the parties in respect of substantially the same goods or services;
 - (ii) are not Excluded Agreements; and
 - (iii) are not transferred or otherwise dealt with by another provision of this Transfer Notice.
- (c) The transfer of any Transferred Agreement includes a transfer of any Ancillary Instruments given pursuant to, or contemplated by, a Transferred Agreement, whether or not such Ancillary Instruments form part of, or constitute an agreement, arrangement or understanding separate to, a Transferred Agreement.

1.5 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
- (i) each of the purchase orders identified in Annexure 6 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.5(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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

(a) Definitions

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;

- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 7);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Metro South Hospital and Health Service;

"Transferred Agreement" means any contract, arrangement, understanding, heads of agreement or similar transferred to the Service pursuant to clause 1.4(a) or clause 1.4(b) of this Transfer Notice;

"Unit" means the unit of Queensland Health known as the Organ and Tissue Donation Service;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;
- (iv) the State (represented by the Unit);
- (v) the Unit; or
- (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Product Inventory

Annexure 3: Motor Vehicle Leases

Annexure 4: Third Party Agreements - Current

Annexure 5: Third Party Agreements - Expired

Annexure 6: Purchase Orders

Annexure 7: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Queensland Health Victim Support Service)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Metro North Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.3 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.3(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:

(1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),

effective as from the Effective Time.

(b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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

(a) Definitions

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;

- (D) registered and unregistered Trade Marks;
- (E) circuit layout designs, topography rights and rights in databases;
- (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Metro North Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Queensland Health Victim Support Service;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;
- (iv) the State (represented by the Unit);
- (v) the Unit; or
- (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Sunshine Coast Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

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

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises on Level 1, 150 Horton Parade, Maroochydore, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Sunshine Coast Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Sunshine Coast Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);

-
- (iii) the Department of Health;
 - (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Townsville Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Townsville Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at 242 Walker Street, Townsville, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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

(a) Definitions

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Townsville Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Townsville Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

-
- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – West Moreton Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

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

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises on Level 3, 1 Pring Street, Ipswich, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the West Moreton Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the West Moreton Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);

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- (iii) the Department of Health;
 - (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

Queensland

Hospital and Health Boards Act 2011

TRANSFER NOTICE

(Queensland Health Restructure – Wide Bay Public Health Unit)

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

Lawrence Springborg
Minister for Health

Signed on the 21st day of January, 2013

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

1. Provisions to facilitate the transfer of the Unit to the Wide Bay Hospital and Health Service

1.1 Fixed Assets (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in all fixed assets identified in Annexure 1 (Fixed Assets) (signed by me for identification purposes), to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

For the avoidance of doubt, Excluded Assets are not transferred under the provisions of this Transfer Notice.

1.2 Product Inventory (s 307(2)(a))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in the product inventory, vaccines and clinical disposable products situated at the Effective Time at the Unit's premises at 65 Main Street, Hervey Bay and at 14 Branyan Street, Bundaberg, to the extent that such items are:

- (a) not transferred or otherwise dealt with by another provision of this Transfer Notice; and
- (b) in existence immediately prior to the Effective Time.

1.3 Motor Vehicle Leases (s 307(2)(i))

Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in each lease entered into pursuant to the QFleet MOU for the motor vehicles identified by reference to registration number in Annexure 2 (Motor Vehicle Leases) (signed by me for identification purposes), effective at the Effective Time.

1.4 Purchase Orders (s 307(2)(a)/(g)/(i))

- (a) Transfer to the Service, at the Effective Time, the State's (represented by Queensland Health) right, title and interest in:
 - (i) each of the purchase orders identified in Annexure 3 (Purchase Orders) (signed by me for identification purposes), to the extent that such purchase orders:
 - (A) are raised with respect to the supply of goods or services only to the Unit or only to the Unit and the Service (and not any other unit of Queensland Health or any other Hospital and Health Service);
 - (B) are not Excluded Purchase Orders;
 - (C) are not raised under Excluded Agreements; and
 - (D) are not transferred or otherwise dealt with by another provision of this Transfer Notice; and
 - (ii) any goods or services received in relation to the purchase order described in clause 1.4(a)(i).

2. Pre and Post Effective Time Proceedings and Liabilities (s 307(2)(g)/(h)/(l))

- (a) Provide that, notwithstanding the transfer of any asset, 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 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 Queensland Health) in respect of any such asset, instrument, contract or agreement:
- (1) are to be continued, made or taken by or against the State 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 Queensland Health) with respect to those causes of action identified in clause 2(a)(i)(B)(2),
- effective as from the Effective Time.
- (b) Provide that the State 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 with respect to those causes of action identified in clause 2(a)(i)(B)(2).

3. Designation of Transfer or Other Dealing (s 307(2)(a))

Provide 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 (Queensland Health) to Hospital and Health Services by way of an adjustment against contributed equity in the relevant entity; and
- (c) the value attributed to the transfer or other dealing is the carrying value of the item as recorded in the accounts of Queensland Health 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**(a) Definitions**

In this Transfer Notice:

"Act" means the *Hospital and Health Boards Act 2011*;

"Ancillary Instruments" means:

- (i) guarantees or warranties or deeds of guarantee or warranty; and
- (ii) deeds of consent, confidentiality or non-disclosure;

"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, fire protection, 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;

"DSS" means Decision Support System Panorama;

"Effective Time" means 00:01 am on 31 January 2013;

"Enterprise Finance Applications" means:

- (i) T2 (also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (ii) DSS (also known as Panorama);
- (iii) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (iv) Talons PICK; and
- (v) SIMS (also known as the Services Information Management Systems);

"Excluded Agreement" means any contract, arrangement, understanding, heads of agreement or similar:

- (i) as to Commonwealth funding;
- (ii) as to the funding of non-government organisations, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);

- (iv) as to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (v) as to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets;
- (vi) as to the grant of Intellectual Property Rights;
- (vii) as to the construction or development of capital works;
- (viii) for the lease of real property or a licence to occupy; or
- (ix) of employment;

"Excluded Assets" means:

- (i) real property and any improvements made to real property;
- (ii) Building Services Plant and Equipment;
- (iii) ICT Assets;
- (iv) Intellectual Property Rights;
- (v) Public Records;
- (vi) assets which are leased or hired from a third party; and
- (vii) assets which are on loan to the Unit;

"Excluded Purchase Order" means any purchaser order raised:

- (i) with respect to an Excluded Asset;
- (ii) with at least one government department other than Queensland Health, which is approved at the corporate level and executed by the chief executive (or the chief executive's delegate);
- (iii) with respect to the State-wide procurement, supply, installation, maintenance, development, configuration, support or use of assets or services;
- (iv) with respect to the procurement, supply, installation, maintenance, development, configuration, support or use of ICT Assets; or
- (v) with respect to the construction or development of capital works;

"FAMMIS" means the Finance and Materials Management Information System;

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

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

- (i) as registered immediately prior to the Effective Time in the FAMMIS Fixed Asset Register or the Configuration Management Database identified by the indicator of Business Area 38 – Information Division, both of which are signed by me for identification purposes (Annexure 4);
- (ii) under the control of Clinical and State-wide services in Queensland Health immediately prior to the Effective Time; or

- (iii) under the control of the Finance Branch in Queensland Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

"Intellectual Property Rights" means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (A) registered and unregistered copyright;
 - (B) inventions (including patents, innovation patents and utility models);
 - (C) registered and unregistered designs;
 - (D) registered and unregistered Trade Marks;
 - (E) circuit layout designs, topography rights and rights in databases;
 - (F) plant variety and plant breeder rights;
- (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (iii) any applications and the right to apply for registration of any of the above; and
- (iv) moral rights and similar personal rights;

"Public Record" has the meaning given in section 6(1) of the *Public Records Act 2002*;

"QFleet MOU" means the Memorandum of Understanding: Vehicle Leases dated 2 November 1999 between QFleet (a Business Unit of the Queensland Department of Public Works) and Queensland Health;

"the Service" means the Wide Bay Hospital and Health Service;

"Unit" means the unit of Queensland Health known as the Wide Bay Public Health Unit;

"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.

(b) Interpretation

Where a document is stated to have been signed for identification purposes it is signed in accordance with and for the purposes of section 307(4) 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 Queensland Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (i) Queensland Health;
- (ii) the State (represented by the Department of Health);
- (iii) the Department of Health;

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- (iv) the State (represented by the Unit);
 - (v) the Unit; or
 - (vi) any prior name given to Queensland Health, the Department of Health or the Unit.

A reference to a "Schedule" or "Annexure" is to a document so named and signed by me for identification purposes for the purposes of section 307(4) 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 Annexures

Annexure 1: Fixed Assets

Annexure 2: Motor Vehicle Leases

Annexure 3: Purchase Orders

Annexure 4: ICT Assets

*Police Service Administration Act 1990***DECLARATION OF POLICE ESTABLISHMENT**

I, Stephan Gollschewski, a person performing the duties and functions of the Office of Executive Officer 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 Landcruiser Queensland Registration Number O33 MBT

as from and including Thursday, 17 January 2013 to Monday, 28 January 2013 inclusive.

Declaration made at Maroochydore in the said State of Queensland on 17 January 2013.

S W GOLLSCHEWSKI
ASSISTANT COMMISSIONER
NORTH COAST REGION

**NOTIFICATION OF FORM APPROVED UNDER THE
*EDUCATION (GENERAL PROVISIONS) ACT 2006***

The following form was approved on 11 September 2012 by the Executive Director, Education Queensland (as delegate of the Chief Executive Officer, Department of Education, Training and Employment to approve forms) for use under the *Education (General Provisions) Act 2006* to take effect from the date of gazettal.

Form No.	Version No.	Forms Heading
1	Version 1.2	Student Transfer Note

Withdrawal of approval of existing forms

Approval of the following forms have been withdrawn

Form No.	Version No.	Forms Heading
1	Version 1.1	Student Transfer Note

Availability

Approved forms will be available at <http://education.qld.gov.au>

*Liquor Act 1992***NOTIFICATION OF AN AMENDED APPROVED FORM**

Pursuant to section 4 of the *Liquor Act 1992*, it is hereby notified that the Licensee's Course Certificate has been amended from Friday 25 January 2013.

A transition period, from Friday 25 January 2013 to Thursday 28 February 2013 has been set, during which time training providers approved by the Office of Liquor and Gaming Regulation (OLGR) to deliver the Licensee's Course (Responsible Management of Licensed Venues) may issue the amended version but may continue to issue the previous version to successful course participants.

From Friday 1 March 2013, the previous version of the form listed below will expire and may no longer be issued by training providers approved by OLGR.

Certificates issued prior to Sunday 1 March 2013 in the previous version will continue to be accepted until expired.

This form can be obtained from OLGR by persons who hold approval under Part 5A of the *Liquor Act 1992*.

Form Number	Title	Previous Version	Amended Version
49	Licensee's Course Certificate	Version 3	Version 4

**NOTIFICATION OF APPROVED FORMS UNDER THE
*YOUTH JUSTICE ACT 1992*****Commencement**

The following forms for use under the *Youth Justice Act 1992* have been approved by the Assistant Director-General, Youth Justice (as delegate of the Chief Executive Officer of the Department of Justice and Attorney-General) on 8 January 2013 to take effect from 9 January 2013.

Forms approved

The following forms have been approved:

Form No.	Version No.	Form Heading
1	6	Notice of application to a Childrens Court for Identifying Particulars
3	4	Notice of Caution
4	7	Youth Justice Conference Police Referral Form
7	5	Notice to Attend Youth Justice Conference Referred by A Police Officer
13	5	Statement of Offences/Referred to a Youth Justice Conference – Notice of Right to Obtain Legal Advice
16	6	Order that Parent of Child Attend Court
26	3	Probation Order
27	3	Community Service Order
29	5	Application by Proper Officer for Breach of a Fine Order
32	5	Application For Variation, Discharge, Resentence, Of Probation order or Community Service Order Or Intensive Supervision order Or Conditional Release order Or Boot Camp Order in The Interests of Justice
33	2	Order to vary, discharge or revoke a community based order
34	5	Application and Affidavit to Vary A Community Based Order (Other Than a Conditional Release Order/Boot Camp Order) By Consent
37	5	Application For Variation of Detention Order in the Interests of Justice
38	2	Conditional Release Order
39	4	Warrant To Arrest A Child On Complaint of Breach Of Community Based order Or Supervised Release Order
44	6	Authority for Admission to Detention Centre
45	3	Leave of Absence (LOA) from Youth Detention Centre
46	5	Application for Transfer to Prison
47b	2	Application for Variation or Revocation of a Transfer Order
47c	1	Court Decision on Application for Variation or Revocation of a Transfer Order
48	5	Request by Court for a Presentence Report
52	2	Intensive Supervision Order
53	4	Application for Sentence Review
55	4	Instrument Ordering Chief Executive, Department of Justice and Attorney-General to Produce Child
56	4	Instrument Ordering Chief Executive, Department of Justice and Attorney-General Not to Produce Child
58	4	Application to re-open criminal proceedings
59	1	Boot Camp Order

Withdrawal of approval of existing forms

Approval of the following forms has been withdrawn:

Form No.	Version No.	Form Heading
10	Version 4 March 2010	Notice To Attend Youth Justice Conference Referred By The Court
11	Version 2 March 2010	Youth Justice Conference Court Referral Form
31	Version 3 March 2010	Court Decision – Breach of Probation Order on Application – Breach of Probation Order Child found Guilty of Indictable Offence (s)
33A	Version 2 June 2011	Court Decision on Application for Variation, Discharge and/or Resentence of Probation Order or Community Service Order or Intensive Supervision Order or Conditional Release Order or Boot Camp Order in the Interests of Justice
35	Version 3 March 2010	Court Decision on Application for Breach of Community Service Order
40	Version 3 March 2010	Court Decision on Breach of Intensive Supervision Order
41	Version 3 March 2010	Court Decision on Application for Breach of Conditional Release Order

Availability of forms

These forms are available from:

Department of Justice and Attorney-General
25/50 Ann Street
BRISBANE

Darren Hegarty, A/Assistant Director-General
Department of Justice and Attorney-General

26th January 2013 Australia Day Public Holiday

Public Holiday falls on Monday 28th January 2013

**Dates and closing times for Gazette Publication
for Friday 1st February 2013**

DEADLINES FOR SUBMISSIONS:

Vacancies Appointments Part I & II:

Email submissions to gazette@publicworks.qld.gov.au
before close of business Tuesday 29th January 2013

All other general notices to the General Gazette and Local Government Gazette:

Email submissions to gazette@publicworks.qld.gov.au
before 12 noon on Wednesday 30th January 2013

Final proofs (OK to Print) returned
before close of business Wednesday 30th January 2013

If you have queries regarding this matter, please do not
hesitate to contact the Gazette Team on **3866 0221**
or email through your query to gazette@publicworks.qld.gov.au

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