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Queensland Government Gazette

EXTRAORDINARY

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WEDNESDAY 17 JUNE 2015

[No. 35

Building Act 1975

NOTIFICATION OF DECLARATION OF A TRANSPORT NOISE CORRIDOR

Notice is hereby given under section 246Z (1) of the *Building Act 1975* that the area adjacent to the State-controlled network described in the Schedule is declared as a Transport Noise Corridor.

Neil Scales
Director-General, Department of Transport and Main Roads

THE SCHEDULE

That on and from 17 June 2015, land adjacent to the State-controlled road network as per the State Road Network of Queensland, is designated as a Transport Noise Corridor, consistent with section 246Z of the *Building Act 1975* and for the purposes of implementing the relevant building legislation applying to Transport Noise Corridors.

The land designated as a Transport Noise Corridor comprises land up to 100 metres or 250 metres on both sides of State-controlled roads which are significantly affected by noise. This includes State-controlled roads:

- where the speed environment is 100 kilometres per hour or greater and the Annual Average Daily Traffic volume exceeds 1000 vehicles
- where the speed environment is 80 kilometres per hour or greater and the Annual Average Daily Traffic volume exceeds 2000 vehicles
- where the speed environment is 60 kilometres per hour or greater and the Annual Average Daily Traffic volume exceeds 300 vehicles
- where the road pavement type is concrete or chip seal and/or the percentage of heavy vehicles is greater than 20 percent.

The corridor is measured from the boundary of the State-controlled road with adjacent land, and then continuing the distance of up to 100 or 250 metres, depending on the noise contours mapped as a result of road traffic noise.

The declaration is for the purposes of implementing the relevant building legislation relating to mitigating road traffic noise impacting on residential buildings located within Transport Noise Corridors. The declaration supersedes previous notices declaring Transport Noise Corridors for the State-controlled road network.

As per section 246Z (3)(b) of the *Building Act 1975*, documents identifying land within Transport Noise Corridors are in the register held by the Director-General of the Department of Transport and Main Roads and available for inspection at the Department of Transport and Main Roads' office located at 313 Adelaide Street, Brisbane, or alternatively on the Department of Infrastructure, Local Government and Planning State Planning Policy Interactive Mapping System – Transport Noise Corridors (NAPMAP) for the purposes of implementing the Transport Noise Code.

ENDNOTES

1. Made by the Acting Executive Director (Transport System Management) on 17 June 2015, pursuant to delegation for the Director-General, Department of Transport and Main Roads, under section 37 of the *Transport Planning and Coordination Act 1994*, and under section 103 of the *Public Service Act 2008*.
2. Published in the Gazette on 17 June 2015.
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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THURSDAY 18 JUNE 2015

[No. 36

Electricity Act 1994

RETAIL ELECTRICITY PRICES FOR STANDARD CONTRACT CUSTOMERS

The notified prices are the prices decided under section 90(1) of the *Electricity Act 1994* (the Electricity Act).

A retailer must charge its Standard Contract Customers, as defined in the Electricity Act, the notified prices subject to the provisions of sections 91, 91A and 91AA of the Electricity Act, sections 22(2) and 23(2) of the *National Energy Retail Law (Queensland) Act 2014*, and sections 22A(2), 64D(2) and 64J(2) of the National Energy Retail Law.

Pursuant to the Certificate of Delegation from the Minister for Energy and Water Supply (dated 22 April 2015) and sections 90(2), 90(3)(a) and 90AB of the Electricity Act, I hereby state that the Queensland Competition Authority decided that, on and from 1 July 2015, the notified prices are the applicable prices set out in the attached Tariff Schedule.

The Tariff Schedule does not apply to any customers in Energex Limited's distribution area who consume 100 megawatt hours (MWh) per annum or more, unless the customer is classified as residential. For a residential customer, including a residential body corporate, there is no maximum consumption threshold. Business (non-residential) customers in the Energex distribution area who consume 100 MWh per annum or more do not have access to notified prices.

Eligible customers may access the transitional tariffs in Part 2 of the Tariff Schedule. These tariffs will be available for a set period of time as a transitional measure to assist customers in moving to the standard business tariffs in the future. Customers on the transitional tariffs may opt to transfer to the standard business tariffs in Part 1 of the Tariff Schedule at any time, subject to eligibility requirements.

This Tariff Schedule does not apply to Standard Contract Customers supplied by Origin Energy Electricity Limited connected to Essential Energy's New South Wales network (which extends into southern Queensland). These customers will generally pay no more for electricity than other Queensland Standard Contract Customers of similar usage categories or classes.

As required by section 90AB(4) of the Electricity Act, the notified prices are exclusive of the goods and services tax ('GST') payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (the GST Act).

In addition to the applicable tariff, a retailer may charge a Standard Contract Customer an additional amount in accordance with a program or scheme for the purchase of electricity from renewable or environmentally-friendly sources (whether or not that additional amount is calculated on the basis of the customer's electricity consumption), but only if –

- (a) the customer voluntarily participates in such program or scheme;
- (b) the additional amount is payable under the program or scheme; and
- (c) the retailer gives the customer prior written notice of any change to the additional amount payable under the program or scheme.

Dated this 18th day of June 2015.

Roy Green, Chairman
Queensland Competition Authority

TARIFF SCHEDULE

Part 1

TARIFFS FOR RESIDENTIAL, COMMERCIAL AND RURAL APPLICATIONS

Note 1: For the purposes of sections 90, 91, 91A and 91AA of the Electricity Act, the tariffs and other retail fees and charges in this Tariff Schedule are exclusive of GST payable under the GST Act.

Note 2: This Tariff Schedule replaces the Tariff Schedule published in the Queensland Government Gazette on 18 July 2014.

Note 3: This Tariff Schedule is structured in several Parts:

- Parts 1 to 5 (inclusive) apply to eligible Standard Contract Customers in Ergon Energy Corporation Limited's and Energex Limited's distribution area, and large customers on a Standard Contract of Ergon Energy Queensland Pty Ltd; and
- Part 6 applies to eligible Standard Contract Customers of Ergon Energy Queensland Pty Ltd. Eligible customers of other retailers may apply directly to the Department of Energy and Water Supply for relief from electricity charges if a drought declaration is in force – see Part 6 for more detail.

Note 4: To ensure the correct application of the tariffs set out in this Tariff Schedule, the retailer and the customer must have regard to Part 4 (Application of Tariffs for Customers on Notified Prices – General).

Note 5: Any reference in this Tariff Schedule to a time is a reference to Eastern Standard Time.

Note 6: "NMI" means the National Metering Identifier and is applicable to the point at which a premises is connected to a distribution entity's network.

Note 7: A primary tariff is the tariff that reflects the primary use of the premises or the majority of the load, and is capable of existing by itself against a NMI. A secondary tariff is any other tariff.

Note 8: Only days that supply is connected are to be counted for billing of charges.

Note 9: A service fee is a fixed amount charged daily to cover the costs of maintaining electricity supply to a premises, including the costs associated with the provision of equipment and general administration. Retailers may use different terms for this charge, including Service Charge, Daily Supply Charge and Service to Property Charge.

Note 10: From 1 July 2015, metering charges will no longer be included in notified prices. Metering charges will now be applied in addition to the notified prices contained in this gazette.

Note 11: Unless otherwise defined, the terminology used in this Tariff Schedule is intended to be consistent with the energy laws.

Tariff 11 – Residential (Lighting, Power and Continuous Water Heating) –

This tariff is applicable to a customer who is classified as residential by the relevant retailer and can be accessed by a business customer consuming less than 100MWh per annum providing it is in conjunction with a primary business tariff (Tariff 20, 21, 22, 22A, 24, 41, 62, 65 or 66) at the same NMI.

This tariff is also applicable to electricity used in separately metered common sections of residential premises consisting of more than one flat or home unit.

This tariff cannot be used in conjunction with Tariff 12 (Residential) (Time-of-Use), Tariff 12A (Residential) (Time-of-Use) or Tariff 14 (Residential) (Seasonal Time-of-Use Demand) at the same NMI.

Where a NMI has multiple meters, the consumption for all meters that record consumption for Tariff 11 will be aggregated for billing purposes.

No large customers are eligible for this tariff.

All Consumption **22.238 c/kWh**

plus a Service Fee per metering point per day of **106.728 c**

Further applications of this tariff are described in Part 4 (Application of Tariffs for Customers on Notified Prices – General) and Part 5 (Concessional Applications of Tariffs 11, 12, 12A and 14 (Residential)).

Tariff 12 – Residential (Lighting, Power and Continuous Water Heating) (Time-of-Use) –

This tariff is applicable to a customer in Energex Limited's distribution area who is classified as residential by the relevant retail entity and can be accessed by a business customer consuming less than 100MWh per annum providing it is in conjunction with a primary business tariff (Tariff 20, 21, 22, 41, 62, 65 or 66) at the same NMI.

This tariff is also applicable to electricity used in separately metered common sections of residential premises consisting of more than one flat or home unit.

This tariff cannot be used in conjunction with Tariff 11 (Residential) at the same NMI.

Where a NMI has multiple meters, the consumption for all meters that record consumption for Tariff 12 will be aggregated for billing purposes.

No large customers are eligible for this tariff.

Customers must have the appropriate metering installed in order to access this tariff.

All consumption	
Weekdays:	
Off-Peak (10pm-7am)	16.262 c/kWh
Shoulder (7am-4pm), (8pm-10pm)	21.125 c/kWh
Peak (4pm-8pm)	29.845 c/kWh

Weekends:	
Off-Peak (10pm-7am)	16.262 c/kWh
Shoulder (7am-10pm)	21.125 c/kWh

plus a Service Fee per metering point per day of **106.728 c**

Further applications of this tariff are described in Part 4 (Application of Tariffs for Customers on Notified Prices – General) and Part 5 (Concessional Applications of Tariffs 11, 12, 12A and 14 (Residential)).

Tariff 12A – Residential (Lighting, Power and Continuous Water Heating) (Time-of-Use) –

This tariff is applicable to a customer in Ergon Energy Corporation Limited's distribution area who is classified as residential by the relevant retailer and can be accessed by a business customer consuming less than 100MWh per annum providing it is in conjunction with a primary business tariff (Tariff 20, 21, 22, 22A, 24 41, 62, 65 or 66) at the same NMI.

This tariff is also applicable to electricity used in separately metered common sections of residential premises consisting of more than one flat or home unit.

This tariff cannot be used in conjunction with Tariff 11 or 14 (Residential) at the same NMI.

Where a NMI has multiple meters, the consumption for all meters that record consumption for Tariff 12A will be aggregated for billing purposes.

No large customers are eligible for this tariff.

Customers must have the appropriate metering installed in order to access this tariff.

Consumption during Summer (December, January and February):

Peak	
Weekdays 4:30pm to 9pm	47.120 c/kWh
Shoulder	
Weekdays 3:00pm to 4:30pm	
Weekdays 9:00pm to 9:30pm	
Weekends 3:00pm to 9:30pm	47.120 c/kWh
Off-peak	
All other times	17.334 c/kWh

Non-summer consumption (March - November)	
All Consumption	17.334 c/kWh

plus a Service Fee per metering point per day of **117.447 c**

Further applications of this tariff are described in Part 4 (Application of Tariffs for Customers on Notified Prices – General) and Part 5 (Concessional Applications of Tariffs 11, 12, 12A and 14 (Residential)).

Tariff 14 – Residential (Seasonal Time-of-Use Demand) –

This tariff is applicable to a customer in Ergon Energy Corporation Limited's distribution area who is classified as residential by the relevant retailer.

Customers must have the appropriate metering installed in order to access this tariff. Where a NMI has multiple meters, the consumption for all meters that record consumption for Tariff 14 will be aggregated for billing purposes.

This tariff is available at the absolute discretion of the retailer and the distribution entity.

Demand Charges

'Demand' refers to the import demand in kilowatts (No adjustment to import demand is made for export to the distribution network).

Peak Demand - demand between 3:00pm and 9:30pm, any day of the week, in summer months (December, January and February).

Off Peak Demand - demand at all times in non-summer months (March to November inclusive).

Peak Demand Calculation

The Peak Demand Calculation uses the customer's top 4 peak demand days (based on daily individual maximum half hour kW demand) in the peak window (3:00pm to 9:30pm). This is a separate calculation in each summer month (December, January and February). The demand charge will be applied to the average kW demand calculated for the total 52 half hour period each month (ie.13 half hour intervals in each peak window x 4 peak demand days).

\$50.100 per kilowatt per month of chargeable peak demand.

Off Peak Demand Calculation

The Off Peak Demand Calculation uses the highest maximum kW demand in any single half hour at any time during each non-summer month (March to November inclusive). The off peak demand quantity is subject to a minimum chargeable demand of 3kW. The off peak demand charge does not apply in summer months.

\$9.274 per kilowatt per month of chargeable off-peak demand.

All Consumption	13.213 c/kWh
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plus a Service Fee per metering point per day of **76.532 c**

Further applications of this tariff are described in Part 4 (Application of Tariffs for Customers on Notified Prices – General) and Part 5 (Concessional Applications of Tariffs 11, 12, 12A and 14 (Residential)).

Tariff 20 – Business General Supply –

This tariff cannot be accessed by large customers. Refer Part 2 for transitional tariffs for existing large customers.

Residential customers can access this tariff providing:

- the electricity is used in separately metered common sections of residential premises consisting of more than one flat or home unit; or
- it is in conjunction with a primary residential tariff at the same NMI.

All Consumption **22.481 c/kWh**

plus a Service Fee per metering point per day of **130.556 c**

Tariff 22 – Business General Supply – Time-of-Use –

This tariff is accessible by a business customer consuming less than 100MWh per annum in Energex Limited's distribution area.

In Ergon Energy Corporation Limited's distribution area this tariff will be phased out no later than 30 June 2017 and no new customers will be supplied under this tariff. It is available only to customers taking supply under Tariff 22 at 30 June 2015.

This tariff cannot be accessed by large customers. Refer Part 2 for transitional tariffs for existing large customers.

Residential customers can access this tariff providing:

- the electricity is used in separately metered common sections of residential premises consisting of more than one flat or home unit; or
- it is in conjunction with a primary residential tariff at the same NMI.

Customers must have the appropriate metering installed in order to access this tariff.

For electricity consumed between the hours of 7.00 am and 9.00 pm, Monday to Friday inclusive -

All Consumption **24.516 c/kWh**

For electricity consumed at other times -

All Consumption **19.206 c/kWh**

plus a Service Fee per metering point per day of **130.556 c**

Tariff 22A – Business General Supply – Time of Use

This tariff is applicable to business customers consuming less than 100MWh per annum in Ergon Energy Corporation Limited's distribution area. This tariff cannot be accessed by large customers. Refer Part 2 for transitional tariffs for existing large customers.

Customers must have the appropriate metering installed in order to access this tariff.

Consumption during Summer (December, January and February):

Peak
Weekdays 11:30am to 5:30pm **38.028 c/kWh**

Shoulder
Weekdays 10:00am to 11:30am
Weekdays 5:30pm to 8:00pm **38.028 c/kWh**

Off-peak
All other times **19.934 c/kWh**

Non-summer consumption (March - November)
All Consumption **19.934 c/kWh**

plus a Service Fee per metering point per day of **130.556 c**

Tariff 24 – Business (Seasonal Time-of-Use Demand)

This tariff is applicable to a customer in Ergon Energy Corporation Limited's distribution area who is classified as business by the relevant retailer. The tariff cannot be accessed by large customers.

Tariff 31 can be used in conjunction with this Tariff at the same NMI.

Customers must have the appropriate metering installed in order to access this tariff. Where a NMI has multiple meters, the consumption for all meters that record consumption for Tariff 24 will be aggregated for billing purposes.

This tariff is available at the absolute discretion of the retailer and the distribution entity.

Demand Charges –

'Demand' refers to the import demand in kilowatts (No adjustment to import demand is made for export to the distribution network).

Peak Demand – demand between 10:00am and 8:00pm weekdays (Monday to Friday) in summer months (December, January and February)

Off Peak Demand - demand at all times in non-summer months (March to November inclusive).

Peak Demand Calculation

The Peak Demand is calculated using the customer's top 4 peak demand days (based on daily individual maximum half hour kW demand) in the peak window (10.00am to 8.00pm). This is a separate calculation in each summer month (December, January and February). The demand charge will be applied to the average kW demand calculated for the total 80 half hour period each month (ie.20 half hour intervals in each peak window x 4 peak demand days).

\$77.530 per kilowatt per month of chargeable peak demand.

Off Peak Demand Calculation

The Off Peak Demand Calculation uses the highest maximum kW demand in any single half hour at any time during each non-summer month (March to November inclusive). The off peak demand quantity is subject to a minimum chargeable demand of 3kW. The off peak demand charge does not apply in summer months.

Demand for all times non-summer months (March-November inclusive).

\$11.550 per kilowatt per month of chargeable off-peak demand.

Energy Charge

All Consumption **14.029 c/kWh**

plus a Service Fee per metering point per day of **82.618 c**

Further applications of this tariff are described in Part 4 (Application of Tariffs for Customers on Notified Prices – General).

Tariff 31 – Night Rate (Super Economy) –

Eligible customers can access this tariff providing it is in conjunction with a residential or business tariff at the same NMI at the discretion of the distribution entity.

This tariff is not available to large customers in Ergon Energy Corporation Limited's distribution area.

This tariff is applicable when electricity supply is:

- permanently connected to apparatus; or
- connected to apparatus by means of a socket-outlet as approved by the distribution entity; or
- permanently connected to specified parts of apparatus;

as set out below (but not applicable, except as described in (c) below, if provision has been made to supply such apparatus or the specified part thereof under a different tariff during the restricted period) -

- (a) Electric storage water heaters with thermostatically controlled or continuously operating heating units and which comply with the construction and performance requirements of Australian Standard 1361 or 1056 or previous Standards superseded by these two Standards or similar electric water heaters which are approved for connection by the distribution entity.

Where the heating unit rating exceeds 1,800 watts, it shall not exceed 13.5 watts per litre of heat storage volume for heat exchange type water heaters or 15.5 watts per litre of rated hot water delivery for other storage type water heaters.

The following conditions shall apply to any booster heating unit fitted -

- (i) its rating shall not exceed that of the main heating unit;

(ii) it shall be connected so as to prevent it being energised simultaneously with the main heating unit;

(iii) electricity consumed by the booster heating unit shall be metered under and charged at the tariff applicable to general power usage at the premises concerned;

(iv) it shall be located in accordance with the provisions of the above Standards.

- (b) Solar-heated water heaters. Where the electric heating unit rating exceeds 1,800 watts, it shall not exceed 13.5 watts per litre of storage tank capacity. If a circulating water pump is fitted to the system, continuous supply will be available to the pump, and electricity consumed shall be metered under and charged at the tariff applicable to general power usage at the premises concerned.

- (c) One-shot boost for solar-heated water heaters with electric heating units as described in (b) above. A current held changeover relay may be fitted to the water heater to deliver, at the customer's convenience, a 'one-shot boost' supply to the electric heating element at times when supply is not available under this Tariff 31 (generally between the hours of 7.00 am and 10.00 pm). Such supply is subject to thermostatically controlled switchoff. Electricity consumed during operation of the one-shot boost shall be metered under and charged at the tariff applicable to general power usage at the premises concerned. Supply and installation of a current held changeover relay, including the cost of same, is the responsibility of the customer.

(Reference in this Tariff Schedule to a 'booster heating unit' does not mean a current held changeover relay which is capable of delivering a 'one-shot boost'.)

- (d) Heat pump water heaters. Where the rated electrical input, as shown on the nameplate, exceeds 1,800 watts, it shall not exceed 13.5 watts per litre of storage tank capacity.

- (e) Heatbanks. Booster heating units are permitted in heatbanks in which the main element rating is at least 2 kilowatts. The following conditions shall apply to any booster heating unit fitted –

(i) its rating shall not exceed 70 percent of the rating of the main heating unit;

(ii) it shall be connected so as to prevent it being energised simultaneously with the main heating unit;

(iii) electricity consumed by the booster heating unit shall be metered under and charged at the tariff applicable to general power usage at the premises concerned.

- (f) Electric Vehicles, at the discretion of the distributor.

- (g) Loads other than water heaters and heatbanks, but is not applicable -

(i) to arc or resistance welding plant;

- (ii) where the apparatus is duplicated in order that supply may be obtained on a different tariff for the same purpose during the restricted period.

The distribution entity will provide and install load control equipment. Charges may apply for distribution services associated with the load control equipment, where the costs of the requested service are not included in the distribution entity's network charges.

Supply will be available for a minimum of 8 hours per day, but the times when supply is available is subject to variation at the absolute discretion of the distribution entity. In general, this supply will be between the hours of 10.00 pm and 7.00 am.

All Consumption **12.448 c/kWh**

Tariff 33 – Controlled Supply (Economy) –

Eligible customers can access this tariff providing it is in conjunction with a residential or business tariff at the same NMI at the discretion of the distribution entity.

This tariff is not available to large customers or in conjunction with Tariff 24 in Ergon Energy Corporation Limited's distribution area.

This tariff is applicable when electricity supply is:

- (a) connected to apparatus (e.g. pool filtration system) by means of a socket-outlet as approved by the distribution entity; or
- (b) permanently connected to apparatus as set out below (but not applicable if provision has been made to supply such apparatus under a different tariff in the periods during which supply is not available under this tariff) –
- (i) Electric storage water heaters with thermostatically controlled or continuously operating heating units and which comply with the construction and performance requirements of Australian Standard 1361 or 1056 or previous Standards superseded by these two Standards or similar electric water heaters which are approved for connection by the distribution entity.
- Where the heating unit rating exceeds 1,800 watts, it shall not exceed 13.5 watts per litre of heat storage volume for heat exchange type water heaters or 15.5 watts per litre of rated hot water delivery for other storage type water heaters.
- (ii) Solar-heated water heaters. Where the electric heating unit rating exceeds 1,800 watts, it shall not exceed 13.5 watts per litre of storage tank capacity.
- (iii) Heat pump water heaters. Where the rated electrical input, as shown on the nameplate, exceeds 1,800 watts, it shall not exceed 13.5 watts per litre of storage tank capacity.
- (iv) Electric Vehicles, at the discretion of the distributor.
- (v) As a sole supply tariff at the absolute discretion of the distribution entity.

- (vi) Other individual loads in domestic installations, but is not applicable –

- to arc or resistance welding plant;
- where the apparatus is duplicated in order that supply may be obtained on a different tariff for the same purpose during the restricted period.

The distribution entity will provide and install load control equipment. Charges may apply for distribution services associated with the load control equipment, where the costs of the requested service are not included in the distribution entity's network charges.

Supply will be available for a minimum of 18 hours per day, but the times when supply is available is subject to variation at the absolute discretion of the distribution entity.

All Consumption **18.872 c/kWh**

Tariff 41 – Business Low Voltage General Supply (Demand) –

This tariff cannot be accessed by large customers. Refer Part 2 for transitional tariffs for large customers.

Demand Charge –

\$28.275 per kilowatt or
\$24.713 per kilovolt-ampere

per month of chargeable demand.

Energy Charge –

All Consumption **10.838 c/kWh**

plus a Service Fee per metering point
per day of **619.146 c**

The chargeable demand in any month shall be the maximum demand recorded in that month.

'Demand' shall mean the average demand over a period of 30 minutes, as measured on the distribution entity's meters. All customers in Ergon Energy Corporation Limited's distribution area will be charged for demand on a kilowatt basis.

Customers must have the appropriate metering installed in order to access this tariff.

Tariff 44 – Business Over 100MWh per annum (Demand Small)

This tariff can be accessed by customers classified as SAC >100MWh per annum by the distribution entity. The tariff is based on the Ergon Energy Corporation Limited network tariff of Demand Small.

A Standard Asset Customer - Large (SAC - Large) is a customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 100MWh.

This tariff cannot be used in conjunction with any other tariff at that NMI.

Demand Charge –

\$37.730 per kilowatt per month of chargeable demand.

Energy Charge –

All Consumption **10.529 c/kWh**

plus a Service Fee per metering point
per day of **5,072.121 c**

The chargeable demand charge in any month will be the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold applicable to this tariff which is 30 kW.

Where the monthly metered maximum demand is less than the demand threshold, the chargeable demand is set to zero and no demand charge is payable for that month.

'Demand' shall mean the average demand in kilowatts over a period of 30 minutes, as measured on the meters at that NMI.

Customers must have the appropriate metering installed in order to access this tariff.

Tariff 45 – Business Over 100MWh per annum (Demand Medium)

This tariff can be accessed by customers classified as SAC >100MWh per annum by the distribution entity. The tariff is based on the Ergon Energy Corporation Limited network tariff of Demand Medium.

A Standard Asset Customer - Large (SAC - Large) is a customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 100MWh.

This tariff cannot be used in conjunction with any other tariff at that NMI

Demand Charge –

\$31.618 per kilowatt per month of chargeable demand.

Energy Charge –

All Consumption **10.481 c/kWh**

plus a Service Fee per metering point
per day of **16,355.667 c**

The chargeable demand charge in any month will be the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold applicable to this tariff which is 120kW.

Where the monthly metered maximum demand is less than the demand threshold, the chargeable demand is set to zero and no demand charge is payable for that month.

'Demand' shall mean the average demand in kilowatts over a period of 30 minutes, as measured on the meters at that NMI.

Customers must have the appropriate metering installed in order to access this tariff.

Tariff 46 – Business Over 100MWh per annum (Demand Large)

This tariff can be accessed by customers classified as SAC >100MWh per annum by the distribution entity. The tariff is based on the Ergon Energy Corporation Limited network tariff of Demand Large.

A Standard Asset Customer - Large (SAC - Large) is a customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 100MWh.

This tariff cannot be used in conjunction with any other tariff at that NMI

Demand Charge –

\$27.295 per kilowatt per month of chargeable demand.

Energy Charge –

All Consumption **10.623 c/kWh**

plus a Service Fee per metering point
per day of **43,728.599 c**

The chargeable demand charge in any month will be applied to the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold applicable to this tariff which is 400 kW.

Where the monthly metered maximum demand is less than the demand threshold, the chargeable demand is set to zero and no demand charge is payable for that month.

'Demand' shall mean the average demand in kilowatts over a period of 30 minutes, as measured on the meters at that NMI.

Customers must have the appropriate metering installed in order to access this tariff.

Tariff 47 – Business - High Voltage General Supply (Demand)

This tariff can be accessed by customers classified as SAC >100MWh per annum by the distribution entity. The tariff is based on the Ergon Energy Corporation Limited network tariff of Demand High Voltage.

A Standard Asset Customer - Large (SAC - Large) is a customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 100MWh.

This tariff cannot be used in conjunction with any other tariff at that NMI.

This tariff cannot be accessed by large customers who are classified as Connection Asset Customers or Individually Calculated Customers by the distribution entity.

Demand Charge –

\$24.302 per kilowatt per month of chargeable demand.

Energy Charge –

All Consumption **9.810 c/kWh**

plus a Service Fee per metering point per day of **39,017.184 c**

The chargeable demand charge in any month will be applied to the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold applicable to this tariff which is 400 kW.

Where the monthly metered maximum demand is less than the demand threshold, the chargeable demand is set to zero and no demand charge is payable for that month.

'Demand' shall mean the average demand in kilowatts over a period of 30 minutes, as measured on the meters at that NMI.

Supply under this tariff will be at a standard high voltage, the level of which shall be prescribed by the distribution entity. Credits for high voltage supply are not applicable to this tariff.

Customers must have the appropriate metering installed in order to access this tariff.

Tariff 48 – Business - General Supply (>4 Gigawatt Hours (GWh)) (Demand)

This tariff can only be accessed by large customers who are classified as Connection Asset Customers or Individually Calculated Customers by the distribution entity. The tariff is based on the Ergon Energy Corporation Limited network tariff of Demand High Voltage.

A Connection Asset Customer is a large business customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 4GWh.

An Individually Calculated Customer is a large business customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 40GWh.

This tariff cannot be used in conjunction with any other tariff at that NMI.

Demand Charge –

\$24.302 per kilowatt per month of chargeable demand.

Energy Charge –

All Consumption **9.810 c/kWh**

plus a Service Fee per metering point per day of **39,445.004 c**

The chargeable demand charge in any month will be applied to the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold applicable to this tariff which is 400 kW.

Where the monthly metered maximum demand is less than the demand threshold, the chargeable demand is set to zero and no demand charge is payable for that month.

'Demand' shall mean the average demand in kilowatts over a period of 30 minutes, as measured on the meters at that NMI. Credits for high voltage supply are not applicable to this tariff.

Customers must have the appropriate metering installed in order to access this tariff.

Tariff 50 – Business - Seasonal Time of Use Demand (over 100MWh per annum)

This tariff can be accessed by customers classified as SAC >100MWh per annum by the distribution entity. The tariff is based on the Ergon Energy Corporation Limited network tariff of Seasonal Time of Use Demand for SAC Large.

A SAC - Large customer is a customer in Ergon Energy Corporation Limited's distribution area whose annual energy consumption generally exceeds 100MWh.

This tariff cannot be used in conjunction with any other tariff at that NMI.

Customers must have the appropriate metering installed in order to access this tariff.

The chargeable demand charge for peak and shoulder periods in any summer month (December, January or February) will be applied to the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold of 20 kW.

The chargeable demand charge for all other months (ie from March through to November) will be applied to the kW amount by which a customer's metered monthly maximum demand is greater than the demand threshold of 40 kW.

Where the monthly metered maximum demand is less than the demand threshold, the chargeable demand is set to zero and no demand charge is payable for that time period of that month.

'Demand' shall mean the average demand in kilowatts over a period of 30 minutes, as measured on the meters at that NMI.

Demand Charges –

Summer Demand (December, January and February)
Weekdays 10:00am to 8:00pm

\$54.642 per kilowatt per month of maximum metered demand exceeding 20 kilowatts.

Non-summer demand (March to November)
\$15.790 per kilowatt per month of maximum metered demand exceeding 40 kilowatts.

Energy Charge –

All consumption during summer months (December, January and February) **10.065 c/kWh**

All consumption during non-summer months (March to November) **13.812 c/kWh**

plus a Service Fee per metering point per day of **4,431.208 c**

Part 2

TRANSITIONAL TARIFFS FOR NEW AND EXISTING CUSTOMERS

The following tariffs are available as a transitional measure to assist new and existing customers in moving to standard business tariffs in the future. Transitional tariffs will be phased out no later than 30 June 2020.

Tariff 20 (Large) – Business General Supply (Transitional)

This transitional tariff is available to large customers in Ergon Energy Corporation Limited's distribution area and will be phased out no later than 30 June 2020.

This tariff cannot be accessed by small customers.

All Consumption **30.866 c/kWh**

plus a Service Fee per metering point per day of **63.100 c**

Tariff 21 – Business General Supply (Transitional)

This transitional tariff will be phased out no later than 30 June 2020.

This tariff can only be accessed by a residential customer if it is in conjunction with a primary residential tariff at the same NMI.

This tariff shall not apply in conjunction with Tariff 20, 22, 22A, 24 or 62.

First 100 kilowatt hours per month **41.818 c/kWh**

Next 9,900 kilowatt hours per month **39.291 c/kWh**

Remaining kilowatt hours per month **29.911 c/kWh**

plus a Minimum Payment per day of **61.538 c**

Tariff 22 - (Small and Large) – Business General Supply – Time-of-Use (Transitional)

This transitional tariff will be phased out no later than 30 June 2020.

This tariff can only be accessed by a residential customer if it is in conjunction with a primary residential tariff at the same NMI.

Customers must have the appropriate metering installed in order to access this tariff.

For electricity consumed between the hours of 7.00 am and 9.00 pm, Monday to Friday inclusive -

All Consumption **40.902 c/kWh**

For electricity consumed at other times -

All Consumption **14.403 c/kWh**

plus a Service Fee per metering point per day of **151.652 c**

Tariff 37 – Non-Domestic Heating – Time-of-Use (Obsolescent) –

This tariff will be phased out no later than 30 June 2020. No new customers will be supplied under this tariff. It is available only to customers taking supply under Tariff 37 at 30 June 2007.

Applicable to permanently connected –

- (a) Electric storage water heaters in non-domestic installations with thermostatically controlled or continuously operating heating units and which comply with the construction and performance requirements of Australian Standard 1361 or 1056 or previous Standards superseded by these two Standards or similar electric water heaters which are approved for connection by the distribution entity.

The heating unit rating shall not exceed 40.5 watts per litre of heat storage volume for heat exchange type water heaters or 46.5 watts per litre of rated hot water delivery for other storage type water heaters.

- (b) Apparatus for the production of steam.

- (c) Heating loads other than (a) and (b) above. The minimum total connected load under this section of this tariff is 4 kilowatts. Supplementary load that is permanently connected as an integral part of the installation may be supplied under this section provided that the aggregated rating of such supplementary load does not exceed 10 percent of the heating load.

For electricity consumed between the hours of 4.30 pm and 10.30 pm **44.780 c/kWh**

For electricity consumed between the hours of 10.30 pm and 4.30 pm **17.904 c/kWh**

Minimum Payment per day of **25.141 c**

Tariff 62 - Farm - Time-of-Use (Transitional)

This transitional tariff will be phased out no later than 30 June 2020.

This tariff can only be accessed by a residential customer if it is in conjunction with a primary residential tariff at the same NMI.

This tariff shall not apply in conjunction with Tariff 20, 21, 22 22A or 24 at the same NMI.

For electricity consumed between the hours of 7.00 am and 9.00 pm, Monday to Friday inclusive –

First 10,000 kilowatt hours per month **39.411 c/kWh**

Remaining kilowatt hours **33.328 c/kWh**

For electricity consumed at other times -

All Consumption **13.936 c/kWh**

plus a Service Fee per metering point per day of **66.468 c**

Tariff 65 - Irrigation - Time-of-Use (Transitional)

This transitional tariff will be phased out no later than 30 June 2020.

This tariff can only be accessed by a residential customer if it is in conjunction with a primary residential tariff at the same NMI.

For electricity consumed in a fixed 12 hour daily pricing period (as agreed between the retailer and the customer from the range 7.00 am to 7.00 pm; 7.30 am to 7.30 pm; or 8.00 am to 8.00 pm) Monday to Sunday inclusive -

All Consumption **31.438 c/kWh**

For electricity consumed at other times –

All Consumption **17.316 c/kWh**

plus a Service Fee per metering point per day of **66.468 c**

No alteration to the selected daily pricing period shall be permitted until a period of twelve months has elapsed from the previous selection.

Tariff 66 – Irrigation (Transitional)

This transitional tariff will be phased out no later than 30 June 2020.

This tariff can only be accessed by a residential customer if it is in conjunction with a primary residential tariff at the same NMI.

Annual Fixed Charge (in respect of each point of supply) - per kilowatt of connected motor capacity used for irrigation pumping –

First 7.5 kilowatts **\$31.957 per kW**

Remaining kilowatts **\$96.085 per kW**

Energy Charge –

All Consumption **16.478 c/kWh**

plus a Service Fee per metering point per day of **146.493 c**

Minimum Annual Fixed Charge - As calculated for 7.5 kW (Note – 7.5 kW is equivalent to 10.05 h.p.)

Any customer taking supply under this tariff who requests a temporary disconnection will not be reconnected unless the outstanding balance of the Annual Fixed Charge for part of the year corresponding to the period of disconnection has been paid.

Part 3

TARIFFS FOR UNMETERED SUPPLY INCLUDING STREET LIGHTS, TRAFFIC SIGNALS, WATCHMAN LIGHTING AND TEMPORARY SERVICES

Tariff 71 – Street Lights –

Notified prices for Tariff 71, published in accordance with section 90 of the Electricity Act, will only apply in Ergon Energy Corporation Limited's distribution area.

Street lighting customers are as defined in Queensland legislative instruments, being State or local government agencies for street lighting loads.

Street lights are deemed to illuminate roads. In Queensland, there are two main types of roads, being:

- **Local government roads** – roads for which a local government has control. These roads comprise land that is:
 - dedicated to public use as a road; or
 - developed for (or has as one of its main uses) the driving or riding of motor vehicles and is open to, or used by, the public; or
 - a footpath or bicycle path; or
 - a bridge, culvert, ford, tunnel or viaduct,
 and excludes State-controlled roads and public thoroughfare easements; and
- **State-controlled roads** – roads that are declared under the *Transport Infrastructure Act 1994* (Qld) to be a State-controlled road, for which the relevant Minister for that Act has control (i.e. of the Department of Transport and Main Roads).

All consumption will be determined in accordance with the metrology procedure issued by the Australian Energy Market Operator.

All Consumption **28.364 c/kWh**

plus a Service Fee per lamp per day of **0.668 c**

Tariff 91 - Other Unmetered Supply –

Unmetered electricity supply is available to other small loads, as approved by the distribution entity

Unmetered Supply applies where:

1. the load pattern is predictable;
2. for the purposes of settlements, the load pattern (including load and on/off time) can be reasonably

- calculated by a relevant method set out in the metrology procedure; and
3. it would not be cost effective to meter the connection point taking into account:
 - (i) the small magnitude of the load;
 - (ii) the connection arrangements; and
 - (iii) the geographical and physical location.

Charges are based on consumption determined by the distribution entity.

All Consumption **20.454 c/kWh**

Charges for installation, maintenance and removal of supply to an unmetered installation may apply in addition to the above charge for electricity supplied. These charges are unregulated.

Part 4

APPLICATION OF TARIFFS FOR CUSTOMERS ON NOTIFIED PRICES – GENERAL

Standard Contract Customers may choose to be charged on any of the tariffs that the retailer agrees are applicable to the customer's installation and provided that appropriate metering is in place.

Tariffs are applied to the electricity consumed at a connection point (as identified by a National Metering Identifier or NMI), as measured by the meter or meters at that connection point. The distribution entity is responsible for the establishment of connection points. Whilst customers have the ability to, at their expense if applicable, request additional meters at their connection point to enable particular tariff arrangements, the distribution entity will only create a new connection point where they have a legislative right or obligation to do so.

If there has been a material change of use at the customer's premises, such that the tariff on which the customer is being charged is no longer applicable, the retailer may require the customer to transfer to a tariff applicable to the changed use.

If a change to the customer's meter is required to support the applicability of a tariff to a customer, the customer may request the retailer to arrange for the required meter to be installed at the customer's cost.

For all tariffs customers have the option, on application in writing or another form acceptable to the retailer, of changing to any other tariff that the retailer agrees is applicable to the customer's installation. Customers shall not be entitled to a further option of changing to another tariff until a period of twelve months has elapsed from a previous exercise of option. However, a retailer at the request of a customer may permit a change to another tariff within a period of twelve months if –

- (i) a tariff that was not previously in force is offered and such tariff is applicable to the customer's installation; or
- (ii) the change does not require a change to the customer's network tariff and the customer meets certain costs associated with changing to another tariff;

Customers previously supplied under tariffs which have now been discontinued or redesignated (whether by number, letter or name) in their distribution area will be supplied under other tariffs appropriate to their installations.

The date of effect of a tariff change will be:

- for customers previously supplied under tariffs which have now been discontinued or redesignated (whether by number, letter or name) - the date the tariff is discontinued or redesignated; or
- the date of the last meter read (provided it is an actual meter read, not an estimated meter read); or
- if field work is required to support the change in tariff (e.g. a new meter is required to be installed), the date the field work is completed.

Billing information for application of monthly or annually based charges

The monthly or annual charges shall be calculated pro rata having regard to the number of days in the billing cycle that supply was connected (days) and one-twelfth of 365.25 days (to allow for leap years). That is:

$$Pa = \frac{P \times 12}{365.25} \times \text{days, for monthly charges}$$

$$Pa = \frac{P1}{365.25} \times \text{days, for annual charges}$$

Where Pa is the amount to be billed
 P is the monthly charge
 P1 is the annual charge
 days is the number of days in the billing cycle that supply was connected

Supply Voltage

(a) Low Voltage

Except where otherwise stated, the tariffs in Parts 1 and 2 will apply to supply taken at low voltage (480/240 volts or 415/240 volts, 50 Hertz A.C., as required by the distribution entity).

(b) High Voltage

(i) Customer plant requirements

By agreement between the customer and the distribution entity, supply may be given and metered at a standard high voltage, the level of which shall be prescribed by the distribution entity.

Where high voltage supply is given, a customer shall supply and maintain all equipment including transformers and high voltage automatic circuit breakers but excepting meters and control apparatus beyond the customer's terminals.

(ii) Credits where L.V. tariff is metered at H.V.

Where supply is given in accordance with (i) above and metered at high voltage then, except in cases where high voltage tariffs are determined or provided by agreement to meet special circumstances, the tariffs applied will be those pertaining to supply at low voltage ("the relevant tariff"), EXCEPT THAT, after billing the energy and

demand components of the tariff, a credit will be allowed of –

- 5 percent of the calculated tariff charge where supply is given at voltages of 11kV to 33 kV; and
- 8 percent of the calculated tariff charge where supply is given at voltages of 66 kV and above,

(provided that the calculated tariff charge after application of the credit must not be less than the Minimum Payment or other minimum charge calculated by applying the provisions of the relevant tariff.)

Card-operated Meters in Remote Communities

If a customer is an excluded customer (as defined in section 23 of the Electricity Act), the distribution entity may at its absolute discretion agree with:

- (a) the relevant local government authority on behalf of the customer; and
- (b) the customer's retailer, that the electricity consumed by the customer is to be measured and charged by means of a card-operated meter.

If, immediately prior to 1 July 2007, electricity being consumed by a customer at premises is being measured and charged by means of a card-operated meter, the electricity consumed at the premises may continue to be measured or charged by means of a card-operated meter.

The methodology for applying the appropriate tariffs to customers subject to card-operated meters is as follows:

- (a) If electricity supplied to a residential customer is measured and charged by means of a card-operated meter:
 - (i) for Tariff 11 (Residential – Lighting, Power and Continuous Water Heating), all consumption shall be charged at the 'All Consumption' rate (**22.238 cents/kWh**), plus a Service Fee of **106.728 cents** per day shall apply;
 - (ii) for Tariff 31 (Night Rate – Super Economy), all consumption shall be charged at the 'All Consumption' rate (**12.448 cents/kWh**); and
 - (iii) for Tariff 33 (Controlled Supply – Economy), all consumption shall be charged at the 'All Consumption' rate (**18.872 cents/kWh**).
- (b) If electricity supplied to a business customer is measured and charged by means of a card operated meter, all consumption shall be charged at the 'All Consumption' rate under Tariff 20 (General Supply) (**22.481 cents/kWh**), plus a Service Fee of **130.556 cents** per day shall apply.

Other Retail Fees and Charges

A retailer may charge its Standard Contract Customers the following:

- (a) if, at a customer's request, the retailer provides historical billing data which is more than two years old – a maximum of **\$30**;
- (b) retailer's administration fee for a dishonoured payment – a maximum of **\$15**; and
- (c) financial institution fee for a dishonoured payment – no more than the **fee incurred** by the retailer.

Part 5

CONCESSIONAL APPLICATIONS OF TARIFFS 11, 12, 12A and 14 (RESIDENTIAL)

The following tariffs are available to customers which satisfy the criteria set out in any one of A, B or C, below:

- (i) Tariff 11 and Tariff 12 in Energex Limited's distribution area.
- (ii) Tariff 11, Tariff 12A and Tariff 14 in Ergon Energy Corporation Limited's distribution area.

A. Those separately metered installations where all electricity consumed is used in connection with the provision of a Meals on Wheels service or for the preparation and serving of meals to the needy and for no other purpose.

B. Charitable residential institutions which comply with all the following requirements—

- (a) Domestic Residential in Nature. The total installation, or that part supplied and separately metered, must be domestic residential (i.e. it must include the electricity usage of the cooking, eating, sleeping and bathing areas which are associated with the residential usage). Medical facilities, e.g. an infirmary, which are part of the complex may be included as part of the total installation; and
- (b) Charitable and Non-Profit. The organisation must be:
 - (i) a deductible gift recipient under section 30-227(2) of the *Income Tax Assessment Act 1997* to which donations of \$2.00 and upwards are tax deductible; and
 - (ii) a non-profit organisation that:
 - A. imposes no scheduled charge on the residents for the services or accommodation that is provided (i.e. organisations that provide emergency accommodation facilities for the needy); or
 - B. if scheduled charges are made for the services or accommodation provided, then all residents must be pensioners or, if not pensioners, persons eligible for subsidised care under the *Aged Care Act 1997* or the *National Health Act 1953*.

C. Organisations providing support and crisis accommodation which comply with the following requirements—

The organisation must:

- (a) meet the eligibility criteria of the Specialist Homelessness Services (formerly known as Supported Accommodation Assistance Program) administered by the State Department of Housing and Public Works and is therefore eligible to be considered for funding under this program. (Funding provided to organisations under the Specialist Homelessness Services is subject to Part 3, Sections 10 to 13 inclusive, of the *Family Services Act 1987*); and

- (b) be a deductible gift recipient under section 30-227(2) of the *Income Tax Assessment Act 1997* to which donations of \$2.00 and upwards are tax deductible.

Part 6

RELIEF FROM ELECTRICITY CHARGES WHERE DROUGHT DECLARATION IN FORCE

Customers of Ergon Energy Queensland Pty Ltd

A Standard Contract Customer of Ergon Energy Queensland Pty Ltd who is a farmer in a drought declared area or whose property is individually drought declared under Queensland Government administrative processes may be eligible for one or more of the following forms of relief from electricity charges:

(A) Waiving of Fixed Charge Components of Electricity Charges

If a customer of Ergon Energy Queensland Pty Ltd who is a farmer in a drought declared area or whose property is individually drought declared, does not have access to, or has severely restricted access to, farm or irrigation water, the fixed components of the customer's electricity charges shall be waived. These fixed charge components include annual fixed charges under Tariff 66, service fees, and minimum payments, but exclude minimum demand charges.

Provided the drought declaration remains operative, the waiver applies to all eligible fixed charges applicable to any account being used for pumping water for farm or irrigation purposes. The waiver shall continue to apply until the drought declaration is revoked.

(B) Deferral of Payment

If a customer of Ergon Energy Queensland Pty Ltd who is a farmer in a drought declared area or whose property is individually drought declared cites financial difficulties as a result of the drought, the customer is entitled to defer payment of the customer's electricity accounts relating to farm consumption.

Ergon Energy Queensland Pty Ltd may charge interest on deferred accounts. However, the rate of any interest charged must not be more than the Bank Bill reference rate for 90 days, as published on the first business day of each quarter.

Subject to the maximum rate of interest that may be charged, the terms of the deferred payment and the repayment of deferred amounts following revocation of the drought declaration will be as agreed between Ergon Energy Queensland Pty Ltd and the customer concerned.

Eligibility for Relief

A customer of Ergon Energy Queensland Pty Ltd seeking relief from electricity charges on the basis that the customer is a farmer who is in a drought declared area or whose property is individually drought declared, must apply in writing to Ergon Energy Queensland Pty Ltd.

If required by Ergon Energy Queensland Pty Ltd, the customer must provide:

- (a) evidence that the customer's property is in a drought declared area or is individually drought declared, including the effective date of such drought declaration;
- (b) evidence of the water pumping restrictions applicable to the customer's property; and
- (c) for tariffs other than Tariffs 62, 65 and 66, a Statutory Declaration stating the specific account(s), and that the connection is being used primarily for pumping water for farm or irrigation purposes; and/or
- (d) a Statutory Declaration stating that the customer is experiencing financial difficulties as a result of the drought, the specific account(s) and that the connection is being used primarily for farm purposes.

Customers of other retailers

Customers of retailers other than Ergon Energy Queensland Pty Ltd who are farmers in drought declared areas or who have a property which is individually drought declared under Queensland Government administrative processes can apply directly to the Department of Energy and Water Supply for reimbursement of the fixed charge components of the customer's electricity charges.

These fixed charge components include annual fixed charges under Tariff 66, service fees, and minimum payments, but exclude minimum demand charges.

Provided the drought declaration remains operative, the reimbursement applies to all eligible fixed charges applicable to any account being used for pumping water for farm or irrigation purposes and ceases once the drought declaration is revoked.

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[No. 37

Land Act 1994

OBJECTIONS TO PROPOSED ROAD CLOSURE NOTICE (No 23) 2015

Short title

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 23) 2015*.

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

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

Objections

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

(2) Latest day for lodgement of objections is **30 July 2015**.

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

Plans

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

- (a) the Department of Natural Resources and Mines Offices at Atherton, Cairns, Townsville, Maryborough and Innisfail; and
- (b) the Local Government Offices of Tablelands Regional, Mareeba Shire, Townsville City, Richmond Shire, Fraser Coast Regional, Cassowary Coast Regional and Burdekin Shire;

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

SCHEDULE

PERMANENT CLOSURE

North Region, Atherton Office

1 An area of about 56 m² being part of Peake Street abutting Lot 2 on RP722978 (parish of Barron, locality of Atherton) and shown as plan of Lot A, proposed permanent road closure on Drawing CNS15/034P. (2015/002409)

North Region, Cairns Office

*2 An area of about 55 ha being part of Burke Developmental Road intersecting Lot 2 on HG804841 and an area of about 23.8 ha being the unnamed road intersecting Lot 2 on HG804841 (parish of Halpin) and shown as road corridor from A-B and plan of Lot C, proposed permanent road closure on Drawing CNS14/046AP. (2014/006246)

North Region, Townsville Office

3 An area of about 1560 m² at the intersection of Riley and Carty Roads abutting Lot 47 on RP860205 (parish of Ettrick, locality of Cape Cleveland) and shown as plan of Lot 1, proposed permanent road closure on Drawing TSV15072. (2015/002157)

4 An area of about 540 m² being part of the lane abutting Lots 19, 20, 27 and 28 on R26812 (parish of Wyangarie, locality of Richmond) and shown as plan of Lot 1, proposed permanent road closure on Drawing TSV15080. (2015/002532)

South Region, Maryborough Office

5 An area of about 157 m² being the pathway separating Lot 25 from Lot 26 on SP161370 (parish of Urangan, locality of Urangan) and shown as road proposed to be permanently closed on Drawing 15/116. (2015/002651)

6 An area of about 3540 m² being the road abutting the western boundary of Lot 49 on RP184071 (parish of Walsh, localities of Burrum River and Burrum Heads) and shown as road proposed to be permanently closed on Drawing 15/115. (2015/002425)

TEMPORARY CLOSURE

North Region, Innisfail Office

7 An area of about 2860 m² being part of the unnamed road abutting Lot 17 on RP909323 (parish of Johnstone, locality of Pin Gin Hill) and shown as plan of Lot A, proposed temporarily closed road on Drawing CNS15/033P. (2015/002596)

North Region, Townsville Office

8 An area of about 3.12 ha being part of Old School Road abutting the western boundary of Lot 277 on GS1046 (parish of Mulgrave, locality of Clare) and shown as plan of Lot A, proposed temporary road closure on Drawing TSV15095. (2015/003077)

9 An area of about 1.13 ha being part of Round Mountain Road adjoining Lot 1 on SP132604 (parish of Ross, locality of Pinnacles) and shown as plan of Lot A, proposed temporary road closure on Drawing TSV15063. (2015/002311)

*The proposed closure of this road is in conjunction with the proposed opening of another road.

ENDNOTES

1. Published in the Gazette on 19 June 2015.
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
Land Regulation 2009
DECLARATION OF HARDSHIP AREA NOTICE
(No 02) 2015

Short title

1. This notice may be cited as the *Declaration of Hardship Area Notice (No 02) 2015*.

Hardship Area [s.40D of the Regulation]

2. Notice is given that the Governor in Council has declared the area or particular tenures stated in the Schedule as a hardship area due to the area or tenure being severely affected by—

- (a) natural disaster; or
(b) adverse economic conditions.

SCHEDULE

- (1) All tenures defined under section 28 of the Regulation within (a) the following drought declared and partially drought declared local government areas and (b) those Individual Drought Declared Properties outside these areas:

(a)		
Balonne	Banana	Barcaldine
Barcoo	Blackall/Tambo	Boulia
Bulloo	Burke	Carpentaria
Central Highlands	Charters Towers	Cherbourg
Cloncurry	Croydon	Diamantina
Doomadgee	Etheridge	Flinders
Goondiwindi	Isaac	Longreach
Maranoa	Mareeba	McKinlay
Mount Isa	Murweh	Paroo
Quilpie	Richmond	South Burnett
Southern Downs	Toowoomba	Western Downs
Winton	Woorabinda	

(b) Title Reference

17572009	17664060	40022977
17646193	17664124	40032355
17646194	17664218	40037492
17646198	17664131	40051279
17647140	17665185	40054889
17650068	17665198	40055923
17650078	17665209	40055924
17650079	17665217	40055953
17651242	17665222	40055954
17653134	17665223	40055955
17653141	17666017	40055957
17655193	17667098	40055963
17655202	17668104	40055966
17655209	17668123	40055967
17657025	17668126	40059115
17657248	17669040	40060919
17658079	17669170	40064172
17663014	17669184	40065141
17664027	17669198	40067151
17664029	17717170	40068710
17664030	40006350	40015344
17664051	40015126	

- (2) The annual rental for these tenures is wholly deferred.
(3) The deferral applies for the yearly rental period expiring on 30 June 2016.

ENDNOTES

- Made by the Governor in Council on 18 June 2015.
- Published in the Gazette on 19 June 2015.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.

Land Act 1994
TEMPORARY CLOSING OF ROADS NOTICE (No 09)
2015

Short title

1. This notice may be cited as the *Temporary Closing of Roads Notice (No 09) 2015*.

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

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

SCHEDULE**South Region, Gold Coast Office**

An area of about 1290 m² now established as Lot A on AP22640 (parish of Albert, locality of Stapylton) in the Department of Natural Resources and Mines. (2014/004195)

ENDNOTES

- Published in the Gazette on 19 June 2015.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.

Land Act 1994
REOPENING OF TEMPORARILY CLOSED ROAD
NOTICE (No 13) 2015

Short title

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 13) 2015*.

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

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

SCHEDULE**North Region, Cairns Office**

An area of about 0.6071 ha being a strip about 50 links wide along the north-eastern alignment of the road abutting the south-western boundary of subdivision 2 of portion 7V, being the road contained within former Road Licence No. 9/4586, (parish of Bellenden Ker). (2015/002660)

ENDNOTES

- Published in the Gazette on 19 June 2015.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.



Queensland Government Gazette

TRANSPORT AND MAIN ROADS

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FRIDAY 19 JUNE 2015

[No. 38

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

TAKING OF LAND NOTICE (No. 2846) 2015

Short title

1. This notice may be cited as the *Taking of Land Notice (No. 2846) 2015*.

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

2. The land described in the Schedule is taken for the purpose of transport, in particular, road purposes, as from 19 June 2015, and vests in the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, for an estate in fee simple.

SCHEDULE

Land Taken

County of Carlisle, Parish of Hamilton - an area of about 5282 square metres being part of Lot 3 on RP708938 contained in Title Reference: 21001023.

County of Carlisle, Parish of Hamilton - an area of about 230 square metres being part of Lot 2 on RP708938 contained in Title Reference: 21001022.

As shown approximately on Plan R8-548(B) held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Mackay Region
Mirani – Mount Ossa Road
495/7543; 7544 and 7545

ENDNOTES

1. Made by the Governor in Council on 11 June 2015.
2. Published in the Gazette on 19 June 2015.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.

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

AMENDING TAKING OF LAND NOTICE (No. 2868) 2015

Short title

1. This notice may be cited as the *Amending Taking of Land Notice (2868) 2015*.

Amendment of Land to be taken [s. 11(1) and s. 11(3) of the *Acquisition of Land Act 1967*]

2. Schedule to the Taking of Land Notice (No. 2768) 2014 dated 30 October 2014 and published in the Gazette of 7 November 2014, at pages 227 and 228, relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, is amended as described in the Schedule.

SCHEDULE

Amend Schedule to the Taking of Land Notice (No. 2768) 2014 dated 30 October 2014 and published in the Gazette of 7 November 2014, at pages 227 and 228, relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland as follows -

Omit - *County of Stanley, Parish of Kedron* - an area of about 3386 square metres being part of Lot 45 on SP151260 contained in Title Reference: 50400762.

County of Stanley, Parish of Kedron - an area of about 406.4 square metres being part of Lot 46 on SP151260 contained in Title Reference: 50400763.

County of Stanley, Parish of Kedron - an area of about 8041 square metres being part of Lot 43 on RP210186 contained in Title Reference: 17008067.

County of Stanley, Parish of Kedron - an area of about 7386 square metres being part of Lot 47 on SP151260 contained in Title Reference: 50400764.

County of Stanley, Parish of Kedron - an area of about 1860 square metres being part of Lot 96 on RP210187 contained in Title Reference: 17008070.

County of Stanley, Parish of Kedron - an area of about 2451 square metres being part of Lot 99 on RP210187 contained in Title Reference: 17008071.

County of Stanley, Parish of Kedron - an area of about 2661 square metres (including 2124 square metres being the whole of Easement A on RP114519) being part of Lot 111 on RP206635 contained in Title Reference: 17008072.

County of Stanley, Parish of Nundah - an area of about 1815 square metres (including about 155.5 square metres being part of Easement A on RP205763) being part of Lot 128 on SP245843 contained in Title Reference: 50907196.

County of Stanley, Parish of Nundah - an area of about 1.859 hectares being part of Lot 10 on RP886796 contained in Title Reference: 50084913.

County of Stanley, Parish of Nundah - an area of about 2.221 hectares being part of Lot 131 on RP890873 contained in Title Reference: 50084912.

As shown approximately on Plans R206-80, R206-79, R206-81, R206-82, R206-85 and R206-89 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Brisbane City
 Gateway Arterial Road (Gateway Motorway – North)
 Gateway Upgrade North Project – Part C
 495/3538; 7144 and 7145”

Insert - “*County of Stanley, Parish of Kedron* - an area of 3373 square metres being Lot 103 on SP277479 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50400762.

County of Stanley, Parish of Kedron - an area of 402 square metres being Lot 102 on SP277479 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50400763.

County of Stanley, Parish of Kedron - an area of 8057 square metres being Lot 42 on SP277480 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 17008067.

County of Stanley, Parish of Kedron - an area of 2020 square metres being Lot 100 on SP277479 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50400764.

County of Stanley, Parish of Kedron - an area of 5169 square metres being Lot 101 on SP277479 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50400764.

County of Stanley, Parish of Kedron - an area of 1855 square metres being Lot 97 on SP277480 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 17008070.

County of Stanley, Parish of Kedron - an area of 2614 square metres being Lot 98 on SP277481 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 17008071.

County of Stanley, Parish of Kedron - an area of 2663 square metres being Lot 112 on SP277470 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 17008072

County of Stanley, Parish of Nundah - an area of 1816 square metres being Lot 2 on SP278395 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50907196.

County of Stanley, Parish of Nundah - an area of 1.853 hectares being Lot 2 on SP278394 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50084913.

County of Stanley, Parish of Nundah - an area of 2.225 hectares being Lot 1 on SP278394 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50084912.

Brisbane City
Gateway Arterial Road (Gateway Motorway – North)
Gateway Upgrade North Project – Part C
495/3538; 7144 and 7145”

ENDNOTES

1. Made by Acting Director (Property Acquisitions and Disposals) on 9 June 2015, pursuant to delegation for Minister for Transport and Main Roads under section 51 of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 19 June 2015.
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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Queensland Government Gazette

LOCAL GOVERNMENT
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[No. 39

Local Government Act 2009

**MORETON BAY REGIONAL COUNCIL
(MAKING OF REGULATED PARKING (AMENDMENT)
SUBORDINATE LOCAL LAW) NOTICE (NO. 1) 2014**

Title

1. This notice may be cited as *Moreton Bay Regional Council Regulated Parking (Amendment) Subordinate Local Law Notice (No. 1) 2014*.

Commencement

2. This notice commences on the date it is published in the Gazette.

Making of local law

3. Pursuant to the provisions of the *Local Government Act 2009*, Moreton Bay Regional Council made *Regulated Parking (Amendment) Subordinate Local Law (No. 1) 2014* by resolution on 16 June 2015. This local law amends Moreton Bay Regional Council *Subordinate Local Law 5 (Parking) 2011*.

Local Government Act 2009

**TOowoomba REGIONAL COUNCIL
NOTICE OF MAKING OF INTERIM SUBORDINATE LOCAL LAW
NO. 1 (DOG OFF-LEASH AREAS) 2015**

1. Toowoomba Regional Council has, by resolution on 16 June 2015, made *Interim Subordinate Local Law No. 1 (Dog Off-Leash Areas) 2015*.
2. The *Interim Subordinate Local Law No. 1 (Dog Off-Leash Areas) 2015* has amended *Subordinate Local Law No. 2 (Animal Management) 2011*.
3. The *Interim Subordinate Local Law No. 1 (Dog Off-Leash Areas) 2015* commences on the date of gazettal, and expires on 18 December 2015.

Brian Pidgeon, Chief Executive Officer

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Queensland Government Gazette

GENERAL

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FRIDAY 19 JUNE 2015

[No. 40

Department of Justice and Attorney-General
Brisbane, 17 June 2015

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

Lainie Rebecca AITKEN	Alice Corinne GAMBINO	Barry John MENZIES
Kym Lee BATY	John Herbert GRIEVES	Adam Russell MOSSMAN
Sung Chol BEAK	Kia Maree GROAT	Terrance Leslie NOLAN
Melissa Alexandra BELLINGHAM	Lilli Annette HARGREAVES	Tina OSTERMAN
Sharon Marcelle BENNETT	Deborah Diana HAYS	Gracie Hannah PAVLOVIC
David Alexander BRYANT	Adam John KEEN	Chantal Louise PENGELLY
Clare Megan CLOVER	Yusheng LAO	Belinda May PIERA
Phoebe Billie DE RE	Chiranjeev Singh MANCHANDA	Hellen Gay RYAN
Dawn EDWARDS	Leigh MCLAUCHLAN	Antonio SANAPO
Gillian Anne ELLIOTT	Cameron James MCNAMARA	

Department of Justice and Attorney-General
Brisbane, 17 June 2015

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

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Judith Wendy DRAISEY	Philip Donald MORTISS	Therese Irene WOODWARD
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Department of Justice and Attorney-General
Brisbane, 17 June 2015

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

Tania Maree ANDERSON	Shannon Lee GUY	Nevelle Bruce MILNE
Kate Elizabeth ANDREWS	Rosalie May HEINEMANN	Peter Alan NISSEN
Desire BANDA	Angela Maree HENNESSY	Malcolm Francis PATCH
Raylene Margaret BARTCZAK	Lenard Alan HERRON	Phuong Ngoc Thi PHAM
Rachael Elizabeth Lee BRUMPTON	Lawrence William HOFFMAN	Rae Margaret PLUSH
Colin James BUCKLEY	Shareen KHAN	Allen POTGIETER

Bernadette Clare COLEE	Christina Mary KULLA	Nicholas Leslie RODGERS
Natasha Trudy DAVIS	Sally Maree LARKIN	Rajeshwar Prasad SHARMA
Teigan Renee DIPPEL	Jade Sheree LAWLER	Jennifer Lynne SIMMONS
Simon Timothy EDWARDS	Elizabeth LEWIS	Jennifer Toni SPEER
Colin FERGUSON	Kyla-Nadiwi MACKAY	Robyn Verelle SQUIRE
Kimberley Ann FITZGERALD	Rabecca Florence MAKONESE	Peter William STANFORD
Rebecca Jane GAGEN	Anita Rose MARSHALL	Dalvir Singh SUMMAN
Tanaya GALLEN	Nigel Keith MCGEE	Angela Karen TURNER
Kenneth Allan GOLDEN	Amanda Maree MEULEMAN	

Department of Justice and Attorney-General
Brisbane, 17 June 2015

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

Louise Maureen BANNAN	Robert George BROCK	Michael Leigh DRUETT
Sonya Marie BODGER	Helen DRUETT	Julianne Margaret HIGGINS

**APPOINTMENT OF ANALYST
FOR THE *DRUGS MISUSE ACT 1986***

I, David Mackie, as delegate for the Attorney-General and Minister for Justice, Minister for Training and Skills, under section 4C(3) of the *Drugs Misuse Act 1986* (the Act), pursuant to the authority conferred on me under section 4C(1) of the Act appoint:

- Lucy MAXWELL

to be an analyst for the Act.

Dated this 1st day of June 2015

David Mackie
A/Chief Executive
Department of Justice and Attorney-General

Department of Education and Training
Brisbane, 19 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council and under the *Grammar Schools Act 1975* has approved on 11 June 2015 that Ms Eleanor Ackland be appointed as a member to the Board of Trustees of the Ipswich Girls' Grammar School from 11 June 2015 up to and including 25 September 2017.

KATE JONES MP

NOTICE

Premier's Office
Brisbane, 19 June 2015

His Excellency the Governor directs it to be notified that, acting under the provisions of the *Constitution of Queensland 2001*, he has appointed the Honourable Mark Craig Bailey MP, Minister for Main Roads, Road Safety and Ports and Minister for Energy and Water Supply to act as, and to perform all of the functions and exercise all of the powers of, Minister for Transport, Minister for Infrastructure, Local Government and Planning and Minister for Trade from 25 June 2015 until the Honourable Jacklyn Anne Trad MP returns to Queensland.

JACKLYN TRAD MP
ACTING PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 92 of the *Public Service Act 2008*, has approved the appointment of Mr Michael John Walsh as a Chief Executive, Brisbane, CEO, on a contract basis from the date of commencement of duty.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

I, Anastacia Palaszczuk, Premier and Minister for the Arts under the authority granted to me by section 93(2) of the *Public Service Act 2008*, do hereby appoint Mr Michael John Walsh as the Director-General, Queensland Health.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 92 of the *Public Service Act 2008*, has approved the appointment of Dr James Robert Watterston as a Chief Executive, Brisbane, CEO, on a contract basis from the date of appointment.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

I, Anastacia Palaszczuk, Premier and Minister for the Arts under the authority granted to me by section 93(2) of the *Public Service Act 2008*, do hereby appoint Dr James Robert Watterston as the Director-General, Department of Education and Training.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 92 of the *Public Service Act 2008*, has approved the appointment of Mr Michael William Hogan as a Chief Executive, Brisbane, CEO, on a contract basis from the date of appointment.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

I, Anastacia Palaszczuk, Premier and Minister for the Arts under the authority granted to me by section 93(2) of the *Public Service Act 2008*, do hereby appoint Mr Michael William Hogan as the Director-General, Department of Communities, Child Safety and Disability Services.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 92 of the *Public Service Act 2008*, has approved the appointment of Mr David John Mackie as a Chief Executive, Brisbane, CEO, on a contract basis from the date of appointment.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

I, Anastacia Palaszczuk, Premier and Minister for the Arts under the authority granted to me by section 93(2) of the *Public Service Act 2008*, do hereby appoint Mr David John Mackie as the Director-General, Department of Justice and Attorney-General.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 92 of the *Public Service Act 2008*, has approved the appointment of Ms Elizabeth Therese Carroll as a Chief Executive, Brisbane, CEO, on a contract basis from the date of commencement of duty.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

I, Anastacia Palaszczuk, Premier and Minister for the Arts under the authority granted to me by section 93(2) of the *Public Service Act 2008*, do hereby appoint Ms Elizabeth Therese Carroll as the Director-General, Department of Housing and Public Works.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 92 of the *Public Service Act 2008*, has approved the appointment of Mr Neil Scales as a Chief Executive, Brisbane, CEO, on a contract basis from the date of appointment.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

Public Service Commission
Brisbane, 4 June 2015

I, Anastacia Palaszczuk, Premier and Minister for the Arts under the authority granted to me by section 93(2) of the *Public Service Act 2008*, do hereby appoint Mr Neil Scales as the Director-General, Department of Transport and Main Roads.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

NOTIFICATION OF THE FILLING OF ADVERTISED VACANCIES

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

NOTIFICATION OF THE FILLING OF APPOINTMENTS PART I

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

Industrial Registrar
Industrial Registry

Email: qirc.registry@justice.qld.gov.au

Web Address: www.qirc.qld.gov.au for Appeal Notice

For general enquiries prior to lodgement of an appeal:

Contact PSC Advisory Service 1300 038 472 or email pscenquiries@psc.qld.gov.au

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF COMMUNITIES, CHILD SAFETY AND DISABILITY SERVICES				
* 168588/15	Manager, Stakeholder Engagement and Service Delivery, Multicultural Affairs Queensland, Brisbane (AO8)	Date of duty	Brown, Kelli	Principal Policy Officer, Community Recovery Policy and Programs, Community Recovery, Region – South West, Brisbane (AO7)
166771/15	Manager Legal Policy, Disability Strategic Policy, NDIS Legal Policy, Disability Strategic Policy, Disability Services, Disability Services and Portfolio Renewal, Brisbane (PO6)	Date of duty	Fallon, Melissa	Manager Legal Policy, NDIS Legal Policy, Disability Strategic Policy, Disability Services, Disability Services and Portfolio Renewal, Brisbane (AO7)
168494/15	Funding Officer, Funding and Procurement Services, Funding Payments, Funding Operations, Funding and Procurement Services, Financial Services, Corporate Services, Brisbane (AO5)	Date of duty	Walczak, Christine	Senior Administration Officer, Office of the Executive Director, Fund and Procurement Services, Financial Services, Corporate Services, Brisbane (AO4)
167309/15	Senior Child Safety Officer, Investigation and Assessment, Office of the Regional Director, Child Safety, Region – Far North Queensland, Cairns (PO4)	Date of duty	Candler, Timothy	Child Safety Officer, Investigation and Assessment, Child Safety, Region – Far North Queensland, Cairns (PO2)
168109/15	Principal Child Protection Practitioner, Kingaroy Child Safety Service Centre, Region – Central, Kingaroy (PO5)	Date of duty	Reeve, Teresa	Child Safety Officer, Kingaroy Child Safety Service Centre, Child Safety, Region – Central, Kingaroy (PO3)
168001/15	Clinician Behaviour Support, Clinical Services – Rockhampton, Disability and Community Services, Region – Central, Rockhampton (PO3)	Date of duty	Holding, Melissa	Clinician, Clinical Services – Rockhampton, Disability and Community Services, Region – Central, Rockhampton (PO2)
169713/15	Principal Community Services, Townsville Funding and Contract Management, Disability and Community Services, Region – North Queensland, Townsville (AO7)	Date of duty	Small, Leanne	Senior Resource Officer, Townsville Funding and Contract Management, Disability and Community Services, Region – North Queensland, Townsville (AO6)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
168637/15	Senior Team Leader, Ipswich North Child Safety Service Centre, Child Safety, Region – South West, Ipswich (PO5)	Date of duty	Clayton, Jodi	Child Safety Officer, Ipswich North Child Safety Service Centre, Child Safety, Region – South West, Ipswich (PO3)
161763/15	Child Safety Support Officer, Mount Isa – Gulf Child Safety Service Centre, Child Safety, Region – North Queensland, Mount Isa (AO4)	Date of duty	Parker, Lisa	Child Safety Support Officer, Mount Isa – Gulf Child Safety Service Centre, Child Safety, Region – North Queensland, Mount Isa (AO4)
161779/15	Senior Clinician, Clinical Practice, Disability and Community Services, Region – South West, Ipswich (PO4)	Date of duty	Spletter, Danielle	Clinical Practice, Disability and Community Services, Region – South West, Ipswich (PO3)
168159/15	Senior Service Support Officer, Placement Services Unit, Child Safety, Region – Far North Queensland, Cairns (PO4)	Date of duty	Strang, Michelle	Child Safety Officer, Child Safety, Region – Far North Queensland, Cairns (PO3)
168317/15	Child Safety Support Officer, Thuringowa Child Safety Service Centre, Child Safety, Region – North Queensland, Thuringowa Central (AO3)	Date of duty	Kemp, Allan	Child Safety Support Officer, Thuringowa Child Safety Service Centre, Child Safety, Region – North Queensland, Thuringowa (AO2)

* Position was previously advertised under the Department of Aboriginal and Torres Strait Islander and Multicultural Affairs (DATSIMA).

DEPARTMENT OF EDUCATION AND TRAINING

CO 20269/15	Principal ABAP Developer, Financial Business Services Team, Financial Services Unit, Finance Branch, Corporate Services Division, Brisbane (AO7)	23-06-2015	Sticklen, Adam	Senior SAP Developer, Queensland Treasury, Brisbane (AO6)
NCR 6711/15	Head of Department – Senior Schooling, Aldridge State High School, North Coast Region (HOD2)	13-07-2015	Blyth, Damien Bradley	Teacher, Aldridge State High School, North Coast Region (AO304)
SER 7038/15	Head of Special Education Services, Calamvale State Community College, Metropolitan Region (HOSES3)	13-07-2015	Volschenk, Sharon Helene	Teacher, Calamvale State Community College, Metropolitan Region (AO304)

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

168094/15	Court Services Officer, Regional Operations, Queensland Courts Service, Justice Services, Holland Park (AO3)	Date of duty	Kirk, Leanne	Administrative Officer, Regional Operations, Queensland Courts Service, Justice Services, Holland Park (AO2)
161533/15	Principal Legal Officer, Strategic Policy, Strategic Policy and Legal Services, Brisbane (PO6)	Date of duty	Sargent, Sharon	Senior Legal Officer, Strategic Policy, Strategic Policy and Legal Services, Brisbane (PO5)
170328/15	Sentence Planning Adviser, Specialist Operations, Sentence Management Services, Central Region (AO3)	Date of duty	Moorfoot, Caitlin	Sentence Planning Officer, Specialist Operations, Sentence Management Services, Central Region (AO2)
164593/15	HR Consultant, Human Resources, Corporate Services, Brisbane (AO5)	Date of duty	North, Ashleigh	HR Consultant, Safe Work, Healthy People, Human Resources, Corporate Services, Brisbane (AO4)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF NATURAL RESOURCES AND MINES				
166969/15	Senior Land Officer, Native Title and Indigenous Land Acts, Aboriginal and Torres Strait Islander Land Services, Policy and Program Support, Cairns (AO5)	Date of duty	Bradley, Chanel Renee	Land Officer, Indigenous Land Acts, Native Title and Indigenous Land Acts, Atsils, Policy and Program Support, Cairns (AO4)
PUBLIC TRUST OFFICE				
PT 15/15	Public Trust Officer, Client Services Program, Public Trust Office, Rockhampton (AO3)	Date of duty	Lock, Adam Richard	Court Services Officer, Magistrates Court, Department of Justice and Attorney-General, Rockhampton (AO3)
QUEENSLAND HEALTH				
166598/15	Senior Operations Supervisor, LASN Liaison, State LASN Operations, Kedron Park (STN04)	Date of duty	Sanderson, Gregory	Paramedic, Metro North Local Ambulance Service Network, Ningi (APARA)
166598/15	Senior Operations Supervisor, LASN Liaison, State LASN Operations, Kedron Park (STN04)	Date of duty	Wuersching, Sally	Paramedic, Metro North Local Ambulance Service Network, Roma Street (APARA)
167163/15	Clinical Support Officer, North West Local Ambulance Service Network, Mount Isa (STn01)	Date of duty	Becker, Gavin	Paramedic, North West LASN, Mouth Isa (APARA)
166598/15	Senior Operations Supervisor, LASN Liaison, State LASN Operations, Kedron Park (STN04)	Date of duty	McGrath, Alan	Operations Supervisor, Operations, Metro South LASN (APARA)
162548/15	Clinical Support Officer, Gold Coast Local Ambulance Service Network, Southport, Gold Coast (STn01)	Date of duty	Stark, Robert	Paramedic, Metro South LASN, Woodridge (APARA)
QUEENSLAND TREASURY				
168145/15	Senior Revenue Analyst, Business Intelligence, Risk and Intelligence, Office of State Revenue, Brisbane (AO5)	Date of duty	Xu, Sheng	Revenue Analyst, Business Intelligence, Risk and Intelligence, Office of State Revenue, Brisbane (AO4)
DEPARTMENT OF TRANSPORT AND MAIN ROADS				
168684/15	Senior Project Officer, Transport System Management, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO5)	Date of duty	Phan, Kristeen	Project Support Officer, Project Planning and Corridor Management, Metro District, Metropolitan Region, Program Delivery and Operations, Infrastructure Management and Delivery, Brisbane (AO3)

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
DEPARTMENT OF EDUCATION AND TRAINING			
CO 20215/15	Executive Director, Early Years and Schooling Unit, Strategic Policy and Intergovernmental Relations Branch, Policy, Performance and Planning Division, Brisbane (SES2H)	13-07-2015	Storey, Bronwyn
MER 7102/15	Deputy Principal, Lady Cilento Children's Hospital School, Metropolitan Region (DSL2)	13-07-2015	Backhaus, Jane
FNR 7030/15	Guidance Officer, Tolga State School Cluster, Far North Queensland Region (GO)	13-07-2015	Coleston, Robyn Wendy
NQR 7145/15	Principal, Bwgcolman Community School, North Queensland Region (SL6)	13-07-2015	McHutcheon, Ross Cameron
SER 6485/15	Principal, Russell Island State School, South East Region (SL3)	13-07-2015	Tucker, Janet Christina
NQR 7053/15	Head of Campus, Spinifex State College (Residential Campus), North Queensland Region (SL3)	13-07-2015	McGrath-Jeffrey, Catherine Main
MER 7050/15	Deputy Principal, Richlands East State School, Metropolitan Region (DSL1)	13-07-2015	Aitken-Carruth, Rebecca Ann
SER 7043/15	Deputy Principal, Robina State High School, South East Region (DSL3)	13-07-2015	Brandis, Adam Mark
MER 7003/15	Deputy Principal, Rochedale State High School, Metropolitan Region (DSL3)	13-07-2015	Broadway, Jefferson
SER 7052/15	Deputy Principal, Harris Fields State School, South East Region (DSL2)	13-07-2015	Catterson, Lisa Mary
MER 6938/15	Deputy Principal, Amberley District State School, Metropolitan Region (DSL2)	13-07-2015	Christie, Barbara Ann
DSR 6931/15	Deputy Principal, Stanthorpe State High School, Darling Downs South West Region (DSL3)	13-07-2015	Cole, Sean Harold
NQR 6831/15	Deputy Principal, Mundingburra State School, North Queensland Region (DSL2)	13-07-2015	Comino, Sarah Isobel
MER 6872/15	Deputy Principal, Warrigal Road State School, Metropolitan Region (DSL2)	13-07-2015	Coombes, Karen Melanie
NCR 6957/15	Deputy Principal, Kilcoy State High School, North Coast Region (DSL3)	13-07-2015	Craddy, Lindy Ruth
NCR 6888/15	Deputy Principal, Bundaberg State High School, North Coast Region (DSL3)	13-07-2015	Dallas, Ricky Paul
DSR 6863/15	Deputy Principal, Dalby State School, Darling Downs South West Region (DSL1)	13-07-2015	Edmunds, Ben Peter

APPOINTMENTS PART II - NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
NCR 6928/15	Deputy Principal, Nambour Special School, North Coast Region (DSL2)	13-07-2015	Ford, Adrienne Ann
NCR 6929/15	Deputy Principal, Gympie State High School, North Coast Region (DSL3)	13-07-2015	Gabbert, Emelie Jane
NCR 6919/15	Deputy Principal, Jones Hill State School, North Coast Region (DSL1)	13-07-2015	Grogan, Helen Elise
NQR 6890/15	Deputy Principal, Charters Towers State High School, North Queensland Region (DSL3)	13-07-2015	Holcombe, Shirley Ann
NCR 6974/15	Deputy Principal, Lawnton State School, North Coast Region (DSL1)	13-07-2015	Hovey, Stuart John
NCR 6983/15	Deputy Principal, Gympie Special School, North Coast Region (DSL1)	13-07-2015	Humphreys, Janet Louise
SER 7046/15	Deputy Principal, Benowa State School, South East Region (DSL2)	13-07-2015	Lambert, Lucinda Jane
NQR 7029/15	Deputy Principal, Heatley State School, North Queensland Region (DSL2)	13-07-2015	Letizia, Noreen Lorraine
MER 7075/15	Deputy Principal, Ipswich West Special School, Metropolitan Region (DSL1)	13-07-2015	Lockwood, Sarah
NQR 6832/15	Deputy Principal, Kelso State School, North Queensland Region (DSL1)	13-07-2015	Lubbe, Zelda
CQR 7044/15	Deputy Principal, North Rockhampton State High School, Central Queensland Region (DSL3)	13-07-2015	Lyons, Michelle Teresa
MER 6805/15	Deputy Principal, Goodna State School, Metropolitan Region (DSL2)	13-07-2015	Macey, Merryl Joy
NCR 7047/15	Deputy Principal, Tullawong State High School, North Coast Region (DSL3)	13-07-2015	Mawn, Bronwyn Jane
DSR 6933/15	Deputy Principal, Highfields State School, Darling Downs South West Region (DSL2)	13-07-2015	McIntyre, Lyndon Douglas
MER 7048/15	Deputy Principal, Wilston State School, Metropolitan Region (DSL2)	13-07-2015	Mill, Deborah Janice
FNR 6873/15	Deputy Principal, Tully State High School, Far North Queensland Region (DSL3)	13-07-2015	O'Brien, Robin Maurice
NCR 7009/15	Deputy Principal, Morayfield State High School, North Coast Region (DSL3)	13-07-2015	O'Hearn, Nicole Maree
SER7 108/15	Deputy Principal, Oxenford State School, South East Region (DSL2)	13-07-2015	Radley, Danielle
MER 7063/15	Deputy Principal, Nundah State School, Metropolitan Region (DSL2)	13-07-2015	Rehm, Melanie Ann
SER 6947/15	Deputy Principal, Kingston State School, South East Region (DSL2)	13-07-2015	Riley, Leanne Maree
NQR 6830/15	Deputy Principal, Ingham State High School, North Queensland Region (DSL3)	13-07-2015	Robinson, Deborah Lee
SER 6812/15	Deputy Principal, Woodridge North State School, South East Region (DSL2)	13-07-2015	Russo, Paul Stephen

APPOINTMENTS PART II - NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
DSR 6788/15	Deputy Principal, Laidley State High School, Darling Downs South West Region (DSL3)	13-07-2015	Sellars, Kerrie Anne
SER 7051/15	Deputy Principal, Marsden State School, South East Region (DSL2)	13-07-2015	Stathis, Suzanne Karna
MER 7064/15	Deputy Principal, Albany Creek State High School, Metropolitan Region (DSL3)	13-07-2015	Stergou, Anastasious
SER 7045/15	Deputy Principal, Browns Plains State School, South East Region (DSL2)	13-07-2015	Warwick, Leesa Kay
SER 6940/15	Deputy Principal, Beaudesert State School, South East Region (DSL2)	13-07-2015	Watt, Elizabeth
NCR 6984/15	Deputy Principal, Currimundi Special School, North Coast Region (DSL2)	13-07-2015	Waugh, Carolyn
NCR 6780/15	Deputy Principal, Caboolture State School, North Coast Region (DSL2)	13-07-2015	Wheat, Ambar Joy
MER 6908/15	Deputy Principal, Wynnum State School, Metropolitan Region (DSL2)	13-07-2015	Wilson, Sonya Alaine
NQR 7011/15	Deputy Principal, The Willows State School, North Queensland Region (DSL2)	13-07-2015	Winter, Patricia Sandrine
NCR 7049/15	Deputy Principal, Bribie Island State School, North Coast Region (DSL2)	13-07-2015	Woodham, Simone Jane
SER 7038/15	Deputy Principal, Coomera Rivers State School, South East Region (DSL2)	27-06-2015	Witham, Leanne
DSR 6641/15	Principal, Hatton Vale State School, Darling Downs South West Region (SL4)	13-07-2015	Lawless, Ashley John
MER 7118/15	Principal, Claremont Special School, Metropolitan Region (SL6)	11-06-2015	Thiedeman, Patricia Ann
NQR 6669/15	Principal, Barkly Highway State School, North Queensland Region (SL5)	13-07-2015	Gribbin, Desmond Thomas

DEPARTMENT OF ENERGY AND WATER SUPPLY

* 167458/15	General Manager, Office of the General Manager, Water Supply Policy, Water Supply, Brisbane (SES2-H)	Date of duty	Sweet, Anita
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* Contract for three (3) years with possible extension.

DEPARTMENT OF ENVIRONMENT AND HERITAGE PROTECTION

169953/15	Director, Strategic Compliance, Petroleum, Gas and Compliance, Environmental Services and Regulation, Brisbane (SO)	Date of duty	Sherman, Kathrin
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DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

169866/15	Regional Director, Regional WHSQ Compliance Services, Compliance and Business Engagement, Office of Fair and Safe Work Queensland, Brisbane North (SO)	Date of duty	Dennett, Marc James
169866/15	Regional Director, Regional WHSQ Compliance Services, Compliance and Business Engagement, Office of Fair and Safe Work Queensland, Rockhampton (SO)	Date of duty	Smith, Paul Anthony

APPOINTMENTS PART II - NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
QUEENSLAND FIRE AND EMERGENCY SERVICES			
168516/15	Director, Community Engagement and Partnership Management, Operational Service Improvement and Performance, Operational Capability and Performance Division, Albion (SO)	Date of duty	Wilcox, Genene
QUEENSLAND MENTAL HEALTH COMMISSION			
QMHC 1/15	Senior Project Officer, Strategy, Policy and Research, Brisbane (AO6)	01-06-2015	Evans, Russell William
RESIDENTIAL TENANCIES AUTHORITY			
* RTA 23/14	Team Leader, Client Contact Centre, Client Services, Brisbane (AO5)	Date of duty	Sturgess, Matthew
* RTA 12/14	Legal Officer (Compliance), Policy and Education Services, Brisbane (AO6)	Date of duty	Youngman, Rachel Ann
* Temporary to permanent appointment.			

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

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EXTRAORDINARY GAZETTE - FULL PAGE TEXT			
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Formatted electronic files or E-mail (check for compatibility) 0-50 pages	\$ 135.52	\$ 13.55	\$ 149.07
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Formatted electronic files or E-mail (that require formatting to make compatible) Full page text	\$ 264.06	\$ 26.41	\$ 290.47
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
VACANCIES GAZETTE IS NO LONGER PUBLISHED - APPOINTMENT NOTICES NOW APPEAR WITHIN THE GENERAL GAZETTE			
GENERAL GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (must be compatible)	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 264.06	\$ 26.41	\$ 290.47
GENERAL GAZETTE - PER MM TEXT			
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
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Constitution of Queensland 2001

**ADMINISTRATIVE ARRANGEMENTS AMENDMENT
ORDER (No. 1) 2015**

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4. Commencement.....	1

Short Title

1. This order in council may be cited as the *Administrative Arrangements Amendment Order (No. 1) 2015*.

Amended Order

2. The *Administrative Arrangements Order (No. 2) 2015* is amended as set out in this order.

Amendment of Schedule

- 3.(1) Schedule (opposite the title “Treasurer, Minister for Employment and Industrial Relations and Minister for Aboriginal and Torres Strait Islander Partnerships”) –

- (a) under the heading “*Administrative Units*” following the words “Queensland Treasury”

omit

“Department of Justice and Attorney-General”

- (b) under the heading “*Responsible Heads*” following the words “Under Treasurer”

omit

“Director-General”

- 3.(2) Schedule (opposite the title “Attorney-General and Minister for Justice and Minister for Training and Skills”) under the heading “*Acts Administered*” in line with the “Administrative Unit” “Department of Justice and Attorney-General” following the words “Tourism Services Act 2003”

insert

“Travel Agents Repeal Act 2014”

- 3.(3) Schedule (opposite the title “Minister for Environment and Heritage Protection and Minister for National Parks and the Great Barrier Reef”) -

- (a) under the heading “*Acts Administered*” in line with the “Administrative Unit” “Department of Environment and Heritage Protection” immediately preceding the words “Cape York Peninsula Heritage Act 2007 (except to the extent administered by the Minister for State Development and Minister for Natural Resources and Mines)”

insert

“Biodiscovery Act 2004 (to the extent that it is relevant to the compliance code, collection protocols and authorisation of collection authorities other than as they affect, or are relevant to, management of the protected area estate and forest reserves, not including nature refuges) (jointly

administered with the Minister for Housing and Public Works and Minister for Science and Innovation)”

- (b) under the heading “*Acts Administered*” in line with the “Administrative Unit” “Department of National Parks, Sport and Racing” immediately preceding the words “Fisheries Act 1994 (as it relates to Fish Habitat Areas)”

insert

“Biodiscovery Act 2004 (to the extent that the compliance code, collection protocols and authorisation of collection authorities affect, or are relevant to, management of the protected area estate and forest reserves, not including nature refuges) (jointly administered with the Minister for Housing and Public Works and Minister for Science and Innovation)”

- 3.(4) Schedule (opposite the title “Minister for Housing and Public Works and Minister for Science and Innovation”) under the heading “*Acts Administered*” in line with the “Administrative Unit” “Department of Science, Information Technology and Innovation” immediately preceding the words “Gene Technology Act 2001”

omit

“Biodiscovery Act 2004”

insert

“Biodiscovery Act 2004 (except to the extent that it is relevant to the compliance code, collection protocols and authorisation of collection authorities and to the extent that it is relevant to the management of the protected area estate and forest reserves, not including nature refuges) (jointly administered with the Minister for Environment and Heritage Protection and Minister for National Parks and the Great Barrier Reef)”

- 3.(5) Schedule (opposite the title “Minister for Communities, Women and Youth, Minister for Child Safety and Minister for Multicultural Affairs”) under the heading “*Principal Ministerial Responsibilities*” following the word “Adoption”

omit

“Carers”

- 3.(6) Schedule (opposite the title “Minister for Disability Services, Minister for Seniors and Minister Assisting the Premier on North Queensland”) under the heading “*Principal Ministerial Responsibilities*” immediately preceding the words “Disability Services”

insert

“Carers”

Commencement

4. The changes to the *Administrative Arrangements Order (No. 2) 2015* made by section 3.(1) of this order take effect on 1 July 2015.

END NOTES

1. Made by the Governor in Council on 18 June 2015.
2. Published in the Gazette on 19 June 2015.
3. The administering agency is the Department of the Premier and Cabinet.

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Central Queensland Hospital and Health Service)

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

- grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
- (ii) the lease will take effect as a deed and no rent will be payable;
- (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
- (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
- (v) the lessee will have the right to surrender the lease; and
- (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

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

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

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

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

identified in **clause 2(a)(i)(B)(2)**,
effective as from the Effective Time; and

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

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

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

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

or as otherwise determined by me in writing.

4 **No non Queensland assets affected**

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

5 **Definitions and Interpretation**

5.1 Definitions

In this Transfer Notice:

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

"Ancillary Instruments" means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for

the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:

- (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

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

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

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

“Department of Health” includes Queensland Health;

“District” means the Central Queensland Health Service District;

“Effective Time” means immediately after midnight at the end of 30 June 2015;

“Enterprise Finance Applications” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);

- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“Excluded Agreements” means:

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

“Excluded Assets” means:

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

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

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA

or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

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

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

“**Service**” means the Central Queensland Hospital and Health Service;

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

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

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

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

5.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

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

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.

- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
 - (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
 - (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicence, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

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

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

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

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

identified in **clause 2(a)(i)(B)(2)**,

effective as from the Effective Time; and

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

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

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

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

or as otherwise determined by me in writing.

4 No non Queensland assets affected

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

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

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

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for

the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:

- (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

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

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

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

“Department of Health” includes Queensland Health;

“District” means the Central West Health Service District;

“Effective Time” means immediately after midnight at the end of 30 June 2015;

“Enterprise Finance Applications” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);

- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“Excluded Agreements” means:

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

“Excluded Assets” means:

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

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

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA

or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE # 1

(Queensland Health Restructure – Children’s Health Queensland Hospital and Health Service)

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

1 Provisions to facilitate the transfer of Functions to the Children's Health Queensland Hospital and Health Service

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

- grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
- (ii) the lease will take effect as a deed and no rent will be payable;
- (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
- (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
- (v) the lessee will have the right to surrender the lease; and
- (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

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

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

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

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

identified in **clause 2(a)(i)(B)(2)**,
effective as from the Effective Time; and

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

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

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

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

or as otherwise determined by me in writing.

4 **No non Queensland assets affected**

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

5 **Definitions and Interpretation**

5.1 Definitions

In this Transfer Notice:

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

"Ancillary Instruments" means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for

the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:

- (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

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

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

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

“Department of Health” includes Queensland Health;

“District” means the Children’s Health Services Health Service District;

“Effective Time” means immediately after midnight at the end of 30 June 2015;

“Enterprise Finance Applications” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);

- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“Excluded Agreements” means:

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

“Excluded Assets” means:

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

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

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA

or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

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

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

“Service” means the Children’s Health Queensland Hospital and Health Service;

“State” means the State of Queensland;

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

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

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

5.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

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

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.

- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
 - (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
 - (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicence, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

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

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

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

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

identified in **clause 2(a)(i)(B)(2)**,

effective as from the Effective Time; and

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

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

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

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

or as otherwise determined by me in writing.

4 No non Queensland assets affected

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

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

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

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for

the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:

- (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

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

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

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

“Department of Health” includes Queensland Health;

“District” means the Mount Isa Health Service District;

“Effective Time” means immediately after midnight at the end of 30 June 2015;

“Enterprise Finance Applications” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);

- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“Excluded Agreements” means:

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

“Excluded Assets” means:

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

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

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA

or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

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

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

- grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
- (ii) the lease will take effect as a deed and no rent will be payable;
- (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
- (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
- (v) the lessee will have the right to surrender the lease; and
- (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

2 **Correction to transfer of permits (s 273A(3))**

Effective immediately, make the following correction to the transfers of permits effected pursuant to Transfer Notice (Queensland Health Restructure – Darling Downs Hospital and Health Service) published in the Queensland Government Gazette No 62 dated 21 November 2014:

- (a) Schedule 7 – Permit Schedule – remove the following entry:

DD W-1	BORDER RIVERS WATER ALLOCATION	BORDER RIVERS ZONE B	711502 399	LOT 5 ON CP AP7583	46009409
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3 **Pre and Post Effective Time Proceedings and Liabilities (s 273A(4))**

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

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

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

- (1) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues prior to the Effective Time; and
 - (2) are to be made or taken by or against the Service if the cause of action accrues on or after the Effective Time; and
- (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 3(a)(i)(B)(2)**,
effective as from the Effective Time; and
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 3(a)(i)(B)(2)**.

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

The transfers under **clauses 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 1.10** and **1.11** are subject to the condition that the designation for the transfer or other dealing as to all relevant assets and liabilities including the relevant assets and liabilities provided for in **clauses 1** and **3** of this Transfer Notice are to be accounted for as:

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

or as otherwise determined by me in writing.

5 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.

6 Definitions and Interpretation

6.1 Definitions

In this Transfer Notice:

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

“**Ancillary Instruments**” means:

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

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

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

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

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

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

“**Effective Time**” means immediately after midnight at the end of 30 June 2015;

“**Enterprise Finance Applications**” means:

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

“**Excluded Agreements**” means:

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

“**Excluded Assets**” means:

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

(d) any assets transferred under a prior transfer notice;

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

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

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

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

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

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

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

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

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

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

6.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Torres and Cape Hospital and Health Service)

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

- grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.
- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
- (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
- (ii) the lease will take effect as a deed and no rent will be payable;
- (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicense, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
- (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
- (v) the lessee will have the right to surrender the lease; and
- (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

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

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

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

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

identified in **clause 2(a)(i)(B)(2)**,
effective as from the Effective Time; and

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

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

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

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

or as otherwise determined by me in writing.

4 **No non Queensland assets affected**

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

5 **Definitions and Interpretation**

5.1 Definitions

In this Transfer Notice:

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

"Ancillary Instruments" means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for

the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:

- (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

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

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

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

“Department of Health” includes Queensland Health;

“District” means the Cape York Health Service District and the Torres Strait - Northern Peninsula Health Service District;

“Effective Time” means immediately after midnight at the end of 30 June 2015;

“Enterprise Finance Applications” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);

- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);
- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“Excluded Agreements” means:

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

“Excluded Assets” means:

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

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

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Service**” means the Torres and Cape Hospital and Health Service;

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

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

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

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

5.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

(Queensland Health Restructure – Wide Bay Hospital and Health Service)

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

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

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

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

the Service).

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

General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services may give a written notice to the Service requiring the Service to:
 - (i) transfer ownership; or
 - (ii) grant a lease ,
 to the State (represented by Department of Health), or as otherwise directed in the notice, of all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of such Transferred Properties) specified in such notice. If the notice requires the Service to grant a lease, the notice must specify the terms of the lease or attach the lease which the Service is required to grant. The notice may also require the Service to grant or accept any easement in which case the notice must specify the terms of the easement or attach the easement which the Service is required to execute. The State (represented by Department of Health) must pay the costs of any works required to give effect to the notice and the costs reasonably incurred by the Service in complying with such notice. The Service must promptly execute all documents and do all things necessary to give effect to such notice. No amount will be payable to the Service for such transfers, leases or easements.

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

- (a) With effect from immediately after the Effective Time the Service

grants to the State (represented by Department of Health) the lease (if any) in the form contained in **schedule 9 (New Lease Schedule)**.

- (b) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (c) With effect from immediately after the Effective Time the Service grants to the State (represented by Department of Health) a ground lease in respect of the land and building (if any) described in **schedule 10 (Ground Lease Properties)** for a term of 50 years generally in accordance with the lease contained in **schedule 11 (Draft Ground Lease Schedule)** and containing the following terms:
 - (i) the State (represented by Department of Health) is responsible for all repairs and maintenance and capital works, bears the risk of damage and destruction and may demolish improvements and construct new improvements (but in exercising such rights the State (represented by Department of Health) must give due consideration to the operations of the Service));
 - (ii) the lease will take effect as a deed and no rent will be payable;
 - (iii) the State (represented by Department of Health) may only grant subleases of the whole or part of the premises with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions) but will have an unfettered right to assign, transfer, sublicence, mortgage or charge and otherwise deal with the lease and the leased premises as if it were the owner of the land;
 - (iv) the lease will operate as a concurrent lease and the State (represented by Department of Health) will be entitled to all rent in respect of any existing tenancies over the leased premises;
 - (v) the lessee will have the right to surrender the lease; and
 - (vi) the Service must continue to allow access, provide services and carparking on the same basis as existed immediately before the Effective Time.
- (d) The State (represented by Department of Health) is taken to have accepted such lease (if any) with effect from immediately after the Effective Time.
- (e) The State (represented by Department of Health) must prepare a lease in registrable form to give full legal effect to the equitable lease granted under **clause 1.8(c)** (including a plan to allow registration of the lease) but subject to any changes to the lease agreed between the State (represented by Department of Health) and the Service or, to the extent the *Land Act 1994* (Qld) applies, any changes necessary to meet the requirements of the *Land Act 1994* (Qld). The Service must promptly execute the lease prepared by the State (represented

by Department of Health) and return it to the State (represented by Department of Health) for registration. The lease must be executed by the State (represented by Department of Health) and the Service within 12 months after the Effective Time (or such longer time as is agreed between the State (represented by Department of Health) and the Service).

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

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

(c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

(a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time. Without limitation, the permit described in **schedule 7**

(**Permit Schedule**) is transferred with effect from the Effective Date.

- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

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

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.
- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

The transfers under **clauses 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6** are subject to the condition that as soon as is reasonably practical after the Effective Time, the State (represented by Department of Health) must deliver or make available to

the Service (to the extent not previously provided to the Service) all existing records relating to:

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

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

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

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

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

identified in **clause 2(a)(i)(B)(2)**,

effective as from the Effective Time; and

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

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

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

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

or as otherwise determined by me in writing.

4 No non Queensland assets affected

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

5 Definitions and Interpretation

5.1 Definitions

In this Transfer Notice:

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

“**Ancillary Instruments**” means:

- (a) guarantees or warranties or deeds of guarantee or warranty given for

the benefit of the State (represented by Department of Health) by any manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:

- (i) services provided in connection with the planning, development, design, construction or commissioning of any of the Transferred Properties and any Building Services Plant and Equipment forming part of any of the Transferred Properties; or
 - (ii) works or services supplied in connection with, or goods incorporated in, any of the Transferred Properties or the Building Services Plant and Equipment.
- (b) deeds of consent, confidentiality or non-disclosure in respect of any of the Transferred Properties,
- (c) but do not include rights or securities in relation to the rectification of defects in connection with the carrying out of Major Capital Works;

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

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

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

“Department of Health” includes Queensland Health;

“District” means the Wide Bay Health Service District;

“Effective Time” means immediately after midnight at the end of 30 June 2015;

“Enterprise Finance Applications” means:

- (a) T2 also known as Transition II), Patient Costing System, Clinical Costing System or the Sunrise Decision Support Manager;
- (b) DSS (also known as Panorama);
- (c) PAWS (also known as the Queensland Health Activity Based Funding (ABF) Model);

- (d) Talons PICK; and
- (e) SIMS (also known as the Services Information Management Systems).

“Excluded Agreements” means:

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

“Excluded Assets” means:

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

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

“Existing Occupancy Rights” means any lease, licence or other occupancy right in respect of any of the Transferred Properties (whether registered or unregistered) granted by the State (represented by Department of Health), the District or the Service prior to the Effective Time and includes any occupancy by the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, the QAS, the HSSA or the HSIA

or any other administrative or commercial business unit of the State) immediately prior to the Effective Time, but do not include any lease, licence or other occupancy right granted by the State (represented by Department of Health) in favour of the Service and does not include Existing Access Rights and Existing Rights;

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

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

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

“**Service**” means the Wide Bay Hospital and Health Service;

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

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

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

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

5.2 Interpretation

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

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

- (a) Queensland Health;

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

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

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

List of Schedules

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

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

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

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

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

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

Schedule 7: (**Permit Schedule**)

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

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

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE #2

(Queensland Health Restructure – Metro South Hospital and Health Service)

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

1.2 [Not used]

1.3 [Not used]

1.4 [Not used]

1.5 [Not used]

1.6 [Not used]

1.7 Conditions (s 273A(4))

The transfers under **clause 1.1** are subject to these conditions:

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

The Service is bound by such rights with effect from the Effective Time and must comply with the terms and conditions of such rights. From the Effective Time the Service must perform all obligations in respect of the Existing Access Rights, the Existing Occupancy Rights and the Existing Rights which were obligations of the State (represented by Department of Health), at the cost of the Service. Without limitation, the Service must

execute and deliver all leases, licences, easements or other interests and surrenders and plans of survey to give effect to the Existing Rights.

- (b) If the rights described in **clause 1.7(a)** are not for a fixed term then:
 - (i) if the beneficiary of such rights is the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Service must not terminate this arrangement without the consent of the beneficiary;
 - (ii) but if the beneficiary of the occupancy rights is HSSA or HSIA or an administrative or commercial business unit of the State or the State (represented by Department of Health), the occupancy rights automatically end 90 days after that beneficiary (or another entity acting on its behalf) ceases to deliver services to the Service, another Hospital and Health Service or the State from the premises;
 - (iii) and in any other case where the rights described in **clause 1.7(a)** are not for a fixed term, the Service must not terminate those arrangements (other than for breach by the beneficiary of such rights) without giving the beneficiary of such rights at least 12 months prior written notice.
- (c) [Not used]
- (d) The Service is entitled to all payments from the Existing Occupiers and the holders of the Existing Access Rights and Existing Rights with effect from the Effective Time on the same basis as applied at the Effective Time.
- (e) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is the occupant and immediately prior to the Effective Time was responsible for the maintenance of the part of the Transferred Properties occupied by the State or the State (represented by Department of Health) then, with effect from the Effective Time, unless there is an existing agreement to the contrary or until otherwise agreed, the Service must maintain such parts of the Transferred Properties to a similar standard (at the cost of the Service).
- (f) The State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) may terminate any such occupancy or access rights by giving the Service not less than 30 days written notice.
- (g) If the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is

the holder of the Existing Access Rights or the Existing Occupancy Rights, then the State (in any capacity) may only grant subleases and licences for third parties to occupy all or part of the premises occupied by the State or the State (represented by Department of Health) (in any capacity) with the prior consent of the Service (such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions).

- (h) To the extent that the State or the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) is responsible for occupation costs (for example: electricity, water or telecommunications charges) prior to the Effective Time, then (until otherwise agreed) the State shall remain responsible on the same basis after the Effective Time so long as the State retains such rights.
- (i) Unless the rights described in **clause 1.7(a)(ii)** include an express right for the Service to relocate the Existing Occupants then the Service may not relocate any of the Existing Occupants without the consent of such occupant (but if the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), the Existing Occupant must not unreasonably object to a relocation proposal from the Service).
- (j) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property then the State (represented by Department of Health) is taken to be in control of that part of the Transferred Property for the purposes of workplace health and safety.
- (k) If the Existing Occupant is the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Existing Occupant has exclusive possession and control of part of a Transferred Property, then unless there is an existing agreement to the contrary or until otherwise agreed, when the Existing Occupant vacates the Transferred Property or part of a Transferred Property and removes its property, the Existing Occupant must leave that part of the Transferred Property in a safe state and must repair or replace any item in the Transferred Property which the State (represented by Department of Health) has broken or damaged (but the State (represented by Department of Health) is not required to repaint or to replace worn or damaged floor

coverings.

- (l) If there is any disagreement between the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State), and the Service as to the nature of the rights conferred on the State (represented by Department of Health) under **clause 1.7(a)** to **clause 1.7(k)** then the following dispute resolution mechanism will apply:
- (i) the State (represented by Department of Health) or the Service may give the Service or the State (represented by Department of Health) (respectively) a written notice of dispute requiring the dispute to be dealt with under this provision; and
 - (ii) the Chief Executive (or delegate) of the Service and the delegate of the Director General of Department of Health must meet promptly and in any event within 20 business days and attempt to resolve the dispute;
- but,
- (iii) if they are unable to reach agreement within 10 business days after the State (represented by Department of Health) or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.
- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health and Minister for Ambulance Services

may give a written notice to the Service requiring the Service to:

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

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

1.8 [Not used]

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

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

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

(a) To the extent that they may lawfully be transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with:

- (i) all Ancillary Instruments;
- (ii) all Associated Agreements; and
- (iii) all Performance Securities,

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

(b) With effect from the Effective Time, to the extent that any warranty or contractual or statutory right relating to the construction or operation

of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) is not transferred or is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.

- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the construction or operation of the improvements on any of the Transferred Properties held by the State (represented by Department of Health) which is not transferred or is not capable of transfer.

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

- (a) To the extent that they may be lawfully transferred, transfer to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Property Licences and Permits that relate to the Transferred Properties, with effect from the Effective Time.
- (b) With effect from the Effective Time, to the extent that any Property Licences and Permits held by the State (represented by Department of Health) are not capable of transfer, the State (represented by Department of Health) to the extent that it is lawful, holds such Property Licences and Permits on behalf of and for the benefit of the Service and the Service must promptly reimburse the State (represented by Department of Health) all costs incurred by the State (represented by Department of Health) in connection with holding such Property Licences and Permits.

1.12 Condition of Assets (s273A(4))

The transfers under **clause 1.1** are subject to these conditions:

- (a) The Service accepts the Transferred Properties on an as is basis at the Effective Time.
- (b) From the Effective Time, the Service must (at the cost of the Service) do all things reasonably necessary to carry out all repairs and maintenance (other than Major Capital Works, unless agreed with the State (represented by Department of Health)) to the Transferred Properties to keep the assets to a standard adequate for service.
- (c) If after the Effective Time the Service becomes aware of any latent defects in the Transferred Properties the Service must immediately advise the State (represented by Department of Health) of the defect. The State (represented by Department of Health) must then as soon as is reasonably practical, in consultation with the Service, determine the most appropriate course of action to address such defect.
- (d) If at the Effective Time the Service is not able to use any Transferred Property (or any part thereof) to deliver any services because it is not

adequate for the Functions, the State (represented by Department of Health) and the Service must, for a period of 3 years after the Effective Time (acting in good faith) work towards those Transferred Properties (or parts thereof) meeting a standard adequate for the Functions as mutually agreed between the State (represented by Department of Health) and the Service.

- (e) After the Effective Time, if the Service carries out works to any of the Transferred Properties which were compliant with all relevant building codes at the Effective Time but as a result of the works carried out by the Service, upgrades are required to address current building codes, then the Service will be responsible for the cost of the upgrades.

1.13 Documentation (s273A(4))

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

- (a) the improvements constructed on the Transferred Properties; and
- (b) the Existing Occupancy Rights in respect of the Transferred Properties,

to the extent that they are in the possession or control of the State (represented by Department of Health) and can be readily made available and provided to the Service.

1.14 Excluded Assets and Excluded Agreements

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

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

The transfers under **clause 1.1, 1.9, 1.10 and 1.11** are subject to these conditions:

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

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

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

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

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

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

or as otherwise determined by me in writing.

4 **No non Queensland assets affected**

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

5 **Definitions and Interpretation**

5.1 Definitions

In this Transfer Notice:

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

“**Ancillary Instruments**” means:

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

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

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

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

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

“**District**” means the Metro South Health Service District;

“**Effective Time**” means immediately after midnight at the end of 30 June 2015;

“**Enterprise Finance Application**” means:

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

“**Excluded Agreements**” means:

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

“**Excluded Assets**” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) as registered immediately prior to the Effective Time in the Finance and Materials Management Information System (**FAMMIS**) Fixed Asset Register or the Configuration Management Data base identified by the indicator of Business Area [38] – Information Division (HSIA);
- (ii) under the control of Clinical and State-wide services (HSSA) in Queensland Health immediately prior to the Effective Time; or
- (iii) under the control of the Finance Branch in Department of Health for the purpose of utilising an Enterprise Finance Application immediately prior to the Effective Time;

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

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

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

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

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

“**Service**” means the Metro South Hospital and Health Service;

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

“**Transferred Properties**” means any interest transferred to or vested in the Service pursuant to **clause 1.1** of this Transfer Notice;

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

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

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at

Queensland Department of Health, Queensland Health Building, 147-163
Charlotte Street, Brisbane.

Where assets, instruments or liabilities are referred to in this Transfer Notice as being held by (or, in the case of liabilities, owed to) the State (represented by Department of Health) this will include any such asset, instrument or liability notwithstanding that it may be otherwise described as being held by:

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

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

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

List of Schedules

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE # 2

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

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

Cameron Dick
Minister for Health and Minister for Ambulance Services

Signed on the 26th day of May, 2015

I, **Cameron Dick**, Minister for Health and Minister for Ambulance Services hereby:

1.1 Corrections to transfer of reserves under Land Act 1994 (s 273A(3))

Effective immediately, make the following correction to the transfers of real property effected pursuant to Transfer Notice (Queensland Health Restructure – West Moreton Hospital and Health Service) published in the Queensland Government Gazette No 62 dated 21 November 2014:

(a) Schedule 3 – Land Act Reserve Schedule – remove the following entry:

WMP-19	WOLSTON PARK PSYCHIATRIC HOSPITAL	103-149 WIGLOW STREET, WACOL	78-127	LOT 600 ON SP206830	STANLEY	OXLEY	49005640
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*Public Trustee (Fees & Charges Notice) (No.1) 2015**Public Trustee Act 1978, section 17*

**PUBLIC TRUSTEE
(FEES AND CHARGES NOTICE) (NO.1) 2015**

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PART 1 – PRELIMINARY

Pursuant to section 17 of the *Public Trustee Act 1978* (the “Act”) the Public Trustee by this gazette notice fixes the fees and charges for the services the public trustee performs or provides.

1. Short title

This notice may be cited as the *Public Trustee (Fees and Charges Notice) (No.1) 2015*

2. Commencement

This notice commences on 1 July 2015 (the “date of commencement”).

3. Definitions

The dictionary in schedule 15 defines particular words used in this notice.

4. Fees

The undermentioned fees, inclusive of GST, shall be payable to the public trustee in respect of the matters mentioned.

5. Remission of fees

The fees in this gazette notice apply to the types of services specified herein. However pursuant to section 8 of the *Public Trustee Regulation 2012* the public trustee may remit any or all of the fees in any particular estate or matter otherwise payable. The public trustee’s approved community service obligations address the ability of clients of limited means to pay fees for the level of service required by them, by exercising the authority in section 8 of the *Public Trustee Regulation 2012* to remit the fees payable by those clients to an appropriate level.

PART 2 – DECEASED ESTATES

6. Application of part 2

This part applies to deceased estates and matters accepted for administration on or after the date of commencement.

7. Acting as personal representative or administrator

- (1) Subject to subsections (3) and (4), the fee payable for acting as personal representative or administrator under part 3 of the Act are calculated by applying the total number of "standard units of effort" required to administer the estate in schedule 2 part A to determine the appropriate service level as specified in schedule 1;
- (2) The general administration activities and duties for acting under this section are stated in schedule 3;
- (3) The minimum fee for an estate requiring full administration is \$1492.30

-
- (4) Where the only asset is land solely in the name of the deceased and the only action necessary is a transmission application by death with the original will, the fee payable is \$889.15

8. Acting as agent for an executor

- (1) Subject to subsection (2) the fee payable for acting as agent for an executor to administer the estate of a deceased person is calculated by applying the total number of “standard units of effort” required to administer the estate in schedule 2 part A to determine the appropriate service level as specified in schedule 1.
- (2) Where the only action necessary is a transmission application in respect to the deceased’s real property, the fee payable is \$889.15

9. Land dealing – held as joint tenants

The fee payable for acting on the instructions of a surviving joint tenant to record the death of a joint owner of real property is \$547.60

10. Additional Service fees

The public trustee may charge additional service fees for the activities specified in part 13 in addition to the fees fixed in this part.

11. Deceased beneficiary

The fee payable for distributing the funds held for a deceased beneficiary shall be:

- (a) Where the funds held are distributed following the production of probate or a grant of administration - \$297.05
- (b) In all other cases, calculated at the hourly rate, with a minimum fee of \$297.05 and a maximum fee of \$991.10

PART 3 – DISABILITY SERVICES

12. Application of part 3

Part 3 applies where the public trustee is:

- (a) Appointed as administrator for a financial matter, under the *Guardianship and Administration Act 2000* (the “GAAT Act”); or
- (b) Appointed as manager of the estates of an incapacitated person under part 6 of the Act or acts pursuant to section 79 of the Act.

13. Fees payable under section 12

The annual fees payable under section 12 are:

- (1) (a) Where the public trustee is appointed under chapter 11 part 3 of the GAAT Act as administrator for a financial matter limited to a court sanction of a settlement in favour of an adult:
- (i) An initial establishment fee of \$5648.85; and

-
- (ii) A personal financial administration fee calculated by applying schedule 5; or
 - (b) For any other appointment as administrator under the GAAT Act, a personal financial administration fee calculated by applying schedule 4; or
 - (c) For acting as manager under part 6 of the Act, a personal financial administration fee calculated by applying schedule 4; and
- (2) An asset management fee calculated by applying schedule 6; and
 - (3) For each real estate property or other place of residence the fee is prescribed by schedule 6.

14. Remission of fee for principal place of residence

Where a real estate property is occupied by the client as their principal place of residence the fee prescribed in section 13 (3) shall be remitted.

15. Additional Service fees

The public trustee may charge additional service fees for the activities specified in part 13 in addition to the fees fixed in this part.

PART 4 – AGENCIES

16. Application of part 4

Part 4 applies where the public trustee acts as an attorney under the *Powers of Attorney Act 1998* (the “POA Act”).

- (a) For financial matters;
- (b) Under section 147 of the Act;
- (c) During period of suspension of an enduring power of attorney under section 35 of the *Public Guardian Act 2014*;
- (d) For personal and health matters.

17. Fee payable under this part

Subject to section 18 the fee payable shall be:

- (a) For sections 16(a) or (b) appointments, the fees as prescribed by part 3 sections 13 (1)(b), (2) and (3);
- (b) For sections 16(c) or (d) appointments, the fee is calculated at the hourly rate.

18. The public trustee and a capable principal may negotiate fees

The public trustee and a capable principal may agree (in writing) on the fees payable for acting for the principal provided that if no agreement is reached the fees will be calculated at the hourly rate.

19. Additional Service fees

The public trustee may charge additional service fees for the activities specified in part 13 in addition to the fees fixed in this part.

PART 5 – TRUSTS**20. Application of part 5**

Part 5 applies where the public trustee is appointed or otherwise becomes trustee of property.

21. Fees payable in trusts other than testamentary trusts

Except where the trust instrument provides otherwise, the annual fees payable for acting as trustee of trusts, other than testamentary trusts and DGR charitable trusts, are:

- (a) A service level fee calculated by applying schedule 7;
- (b) An asset management fee calculated by applying schedule 6; and
- (c) For each real estate property the fee is prescribed by schedule 6.

22. Remission of fee for principal place of residence

Where a real estate property held in trust is occupied by the beneficiary as their principal place of residence the fee prescribed in section 21 (c) shall be remitted.

23. Fees payable for testamentary trusts

The fees payable for acting as trustee of a testamentary trust:

- (1) The annual fees payable for the duration of a life or limited interest are:
 - (a) A service level fee calculated by applying schedule 8;
 - (b) An asset management fee calculated by applying schedule 6; and
 - (c) For each real estate property the fee is prescribed by schedule 6.
- (2) The fees payable on the cessation of the life or limited interest are calculated by applying the total number of "standard units of effort" required to complete the administration of the estate in schedule 2 part B to determine the appropriate service level as specified in schedule 1;
- (3) Where there is no life or limited interest forming part of the trust the annual fees payable for the duration of the trust are:
 - (a) A service level fee calculated by applying schedule 7;
 - (b) An asset management fee calculated by applying schedule 6; and
 - (c) For each real estate property the fee is prescribed by schedule 6.

24. Remission of fee in testamentary trusts for principal place of residence

Where a real estate property is occupied by:

(b) the beneficiary under the trust as their principal place of residence

the fee prescribed in section 23(1) (c) or 23(3) (c) shall be remitted.

25. Additional Service fees

The public trustee may charge additional service fees for the activities specified in part 13 in addition to the fees fixed in this part.

26. DGR Charitable Trusts

The annual fees and charges payable for acting as trustee of a DGR charitable trust (except for those trusts where the fees and charges were set pursuant to the former s.10(3) of the *Public Trustee Regulations 1989*) shall be as prescribed by the trust instrument, or in the absence of a provision to prescribe fees and charges, a fee of 6% (excluding GST) of the income received for the trust.

PART 6 – PRISONERS

27. Application of part 6

Part 6 applies where the public trustee is managing the property of prisoners under part 7 of the Act.

28. Fee payable under this part

The fee payable under this part shall be calculated at the hourly rate.

PART 7 - TAXATION SERVICES

29. Application of part 7

Part 7 applies to the taxation services provided by the public trustee.

30. Fees payable

Fees calculated at the hourly rate shall apply for the following taxation services:

- (a) Preparation and lodgement of personal and trust income tax returns and other tax documents, including checking of assessments;
- (b) Preparation of partnership and business accounts together with the preparation and lodgement of the relevant taxation returns;
- (c) Conducting research and providing taxation advice;
- (d) Preparation and lodgement of regular Business Activity Statements subject to a minimum annual fee of \$170.65;
- (e) The reconstruction of asset registers required for Capital Gains Tax purposes where such registers were not properly maintained by the deceased or client prior to the public trustee's administration;
- (f) Setting up and maintaining Capital Gains Tax registers during the public trustee's administration or management.

PART 8 - PROPERTY SERVICES

31. Application of part 8

Part 8 applies to the property management, valuation, auctioneering and related services provided by the public trustee.

32. Property management fee

The fees payable for acting as property manager are calculated by applying schedule 9.

33. Valuation fee

The fee payable for carrying out valuation services is calculated by applying schedule 10.

34. Auctioneers and agents commission

The commission payable for acting as auctioneer or selling agent is calculated by applying schedule 11.

35. Agreed fee or conjunction fee

The public trustee may negotiate a fee with the principal or accept a lower fee when acting in conjunction with another agent.

PART 9 – INVESTMENT SERVICES

36. Application of part 9

Part 9 applies to the investment services provided by the public trustee.

37. Negotiation of investments

The fee payable for negotiating and arranging investment of funds, other than in the Public Trustee Investment Funds is stated in schedule 12 and shall apply for the term of such investment.

38. Managing the Public Trustee Investment Funds

- (1) The fee for acting as trustee of the Public Trustee Investment Fund shall be at a rate not exceeding 1.61% (including GST) per annum of the market value of the funds.
- (2) The management fee payable shall be calculated daily by the public trustee and paid monthly in arrears.

39. Custodial trustee

The fee payable for acting as custodial trustee under the *Corporations Act 2001* (Cwth) or the *Superannuation Industry (Supervision) Act 1993* (Cwth) shall be agreed between the parties.

40. Corporate trustee services

The fee payable for providing corporate trustee services in commercial business trusts shall be agreed between the parties.

**PART 10 – SPECIAL FUNCTIONS OF
A PUBLIC NATURE****41. Application of part 10**

Part 10 applies to the functions of the public trustee outlined in part 5 of the Act.

42. Sanction under Section 59

The fee for a sanction by the public trustee under section 59 of the Act of a compromise of actions by or on behalf of persons under a legal disability claiming money or damages or a settlement or a compromise or the acceptance of money paid into court is calculated by applying schedule 14.

43. Section 61 and 62

- (1) Subject to subsection (2), the fee payable for exercising powers under sections 61 and 62 of the Act shall be calculated at the hourly rate.
- (2) Where the public trustee acts under sections 61 or 62 of the Act prior to the acceptance for administration of an estate the minimum fee is \$354.70 in all other cases, the minimum fee is \$472.25.

44. Audit of trusts

The fee payable for the audit of a trust under section 60 of the Act shall be calculated at the hourly rate.

**PART 11 - UNCLAIMED MONEYS AND
UNCLAIMED PROPERTY****45. Application of part 11**

Part 11 applies to the functions of the public trustee as outlined in part 8 of the Act.

46. Unclaimed property

The fee payable to administer unclaimed property pursuant to part 8 division 2 of the Act shall be calculated at the hourly rate.

47. Unclaimed moneys and unclaimed superannuation

The fee payable for receipt of unclaimed moneys pursuant to part 8 division 1 of the Act and moneys held unclaimed on behalf of estates and trusts and transferred to the unclaimed moneys fund pursuant to section 116 of the Act shall be \$228.35.

48. Inspecting the register

The fee for inspecting the unclaimed moneys register shall be:

- (a) Fee for inspecting the register
\$33.20 per name searched
- (b) Paper copy of details from the register
\$2.15 per page up to 20 pages
In excess of 20 pages at the hourly rate for the time taken to prepare the paper copy
- (c) Providing an electronic copy of register
Charged at the hourly rate for the time taken to prepare and dispatch the electronic copy.

49. Managing the unclaimed moneys fund

The fee for managing the unclaimed moneys fund shall be at the rate of 6.6% per annum on the first \$50,000 of income received and then at the rate of 5.5% per annum on the excess income over \$50,000.

PART 12 – MISCELLANEOUS SERVICES**50. Powers of attorney**

- (1) Subject to subsection (2), the fees payable for the preparation or revocation of an enduring power of attorney or general power of attorney are stated in schedule 13.
- (2) Where the public trustee is appointed as the primary attorney under a power of attorney, no fee shall be payable for the preparation of the document.

51. Right of the Crown to bona vacantia

The fee payable for the preparation and making of an application for the waiver of the rights of the Crown to bona vacantia shall be calculated at the hourly rate with a minimum fee of \$378.00.

52. Reseal of grant of administration

The fee payable for resealing a grant of administration made outside Queensland or obtaining a grant in Queensland on behalf of an executor or administrator resident outside Queensland where the public trustee does not administer the Queensland estate shall be calculated at the hourly rate.

53. Application under Workers' Compensation and Rehabilitation Act 2003

The fee payable for making, investigating or prosecuting an application for compensation under section 111 of the *Workers' Compensation and Rehabilitation Act 2003* or for conducting any appeal or reference under the provisions of that Act shall be calculated at the hourly rate.

54. Disaster appeals fund

- (1) Subject to subsection (2), the fee payable for administering and managing the disaster appeals fund shall be 2.47% of interest received on such moneys held on behalf of the disaster appeals fund in the common fund and 1.1% of other income received.
- (2) No fee shall be charged in respect of moneys paid to or representing the proceeds of property transferred to or vested in the public trustee under the provisions of sections 35B, 35C, or 35D of the *Collections Act 1966*.

PART 13 – ADDITIONAL SERVICE FEES**55. Application of hourly charge**

- (1) Additional Service fees calculated at the hourly rate shall be payable, when acting in any capacity or carrying out or undertaking any of the activities set out in this part:
 - (a) Arranging and authorising a funeral or cremation for a deceased person where there is no other person able or willing to do so.
 - (b) Providing instructions or other information to the Official Solicitor to the Public Trustee in regard to legal services provided by the Official Solicitor.
 - (c) Undertaking genealogical research to establish entitlements to a deceased person's estate.
 - (d) Dealing with or disposing of household furniture, effects, chattels and jewellery where there is no agreement in writing from the beneficiaries or other persons having a claim.
 - (e) Taking necessary action to deal with or preserve a client's interest in a trust, corporation, business or partnership.
 - (f) The collection or payment of considerable debts owing to or by a client at the time of commencement of the public trustee's management or administration.
 - (g) Any other activity undertaken by the public trustee for which no fee has been set in this notice.
- (2) The activities set out in this section are in addition to and not included in the activities set out in schedules 2 and 3.

56. Death of Incapacitated person under part 6 of the Act

The fee payable for the disposal of property on death under section 88 of the Act shall be:

- (a) Where the property held is disposed of following the production of probate or a grant of administration - \$297.05;
- (b) In all other cases, calculated at the hourly rate, with a minimum fee of \$297.05 and a maximum fee of \$991.10.

Mark Crofton
Acting Public Trustee

SCHEDULE 1

DECEASED ESTATE FEES

Standard units of effort	Service level	Fee (including GST)
1-20	1	\$393.55
21-30	2	\$547.60
31-40	3	\$889.15
41-50	4	\$1128.60
51-75	5	\$1335.95
76-90	6	\$1492.30
91-110	7	\$2037.75
111-130	8	\$2939.10
131-150	9	\$3389.25
151-170	10	\$3840.50
171-190	11	\$4298.40
191-225	12	\$5084.50
226-265	13	\$5990.35
266-305	14	\$6893.90
306-345	15	\$7797.55
346-385	16	\$8697.80
386-450	17	\$10172.40
451-515	18	\$11644.80
516-615	19	\$13904.30
616-715	20	\$16162.80
716-815	21	\$18422.40
816-965	22	\$21802.85
966-1115	23	\$25198.85
1116-1315	24	\$29718.00
OVER 1315	25	Calculated at the hourly rate

Note: The service level of the fee payable as stated in schedule 1 is determined by the aggregate of the individual standard units of effort:

- (a) for dealing with the components of the administration under part 2 as stated in schedule 2 part A;
- (b) for dealing with the components of the administration under part 5 section 25(2) as stated in schedule 2 part B.

SCHEDULE 2 - PART A
DECEASED ESTATES STANDARD UNITS OF EFFORT

Activity	Standard units of effort
General administration activities and duties when acting in accordance with section 6 and described in schedule 3	75
Filing election to administer	50
Obtaining an order to administer	75
Identifying and establishing beneficiaries and their entitlements – for each beneficiary above 3	10
For each specific bequest	5
For each beneficiary resident out of Australia	20
Real property – solely owned	40
Real property – owned as joint tenants	30
For each bank, building society or credit union cheque or savings account	15
For each superannuation fund benefit paid to the estate	40
For each life policy of assurance	25
For each holding of shares or units in an entity listed on a stock exchange	30
For each holding invested in the Public Trustee Investment Funds	20
For each holding invested in a managed investment fund (excluding Public Trustee Investment Funds)	30
For each fixed interest investment or term deposit with a financial institution	30
Obtaining a refund of nursing home entry contributions.	25
For each trust account held by a nursing home, hospital or other institution	15
For dealing with wages, holiday pay, long service leave and other worker entitlements	25
For dealing with a pension in Australia, other than from the department of social security or the department of veterans affairs	15

Activity	Standard units of effort
For dealing with an overseas pension	25
For each motor vehicle, caravan, boat and trailer	20
For the collection of damages or workers compensation due at time of death	25
For each debt due to the deceased	15
For each loan due to the deceased	15
For dealing with funds held by the public trustee in another capacity	25
For each interest in the estate of another deceased person	25
For each weapon	15
For each funeral benefit payable, other than from the department of social security	25
For each medical practitioner or hospital claim lodged for refund with a medical insurance fund	15
For each mortgage debt owing to the deceased	50
For dealing with farm machinery	30
For dealing with livestock	30
For each liability which is secured by an encumbrance over other assets	25
For each unsecured liability as at the date of death in excess of 5	10
For each joint equity holding	15

Note 1. For each asset (other than realty or equity holdings) held as joints tenants with another person and where the public trustee is taking action to record the death of the deceased, the relevant standard unit of effort is reduced by 50%.

Note 2. For each asset and liability held or registered outside of Australia, the standard unit of effort is increased by 50%.

SCHEDULE 2 – PART B
TESTAMENTARY TRUSTS – STANDARD UNITS
OF EFFORT

Activity	Standard units of effort
General trustees duties in winding up trust on cessation	25
Identifying and establishing beneficiaries and their entitlements – for each beneficiary above 3	10
For each specific bequest	5
For each beneficiary resident out of Australia	20
Real property – solely owned	20
For each bank, building society or credit union cheque or savings account	8
For each superannuation fund benefit paid to the estate	20
For each life policy of assurance	13
For each holding of shares or units in an entity listed on a stock exchange	15
For each holding invested in the public trustee investment funds	10
For each holding invested in a managed investment fund (excluding public trustee investment funds)	15
For each fixed interest investment or term deposit with a financial institution	15
Obtaining a refund of nursing home entry contributions	13
For each motor vehicle, caravan, boat and trailer	10
For each debt or loan due to the trust	8
For dealing with funds held by the public trustee in another capacity	13
For each interest in the estate of another deceased person	13
For each weapon	8
For each mortgage debt owing to the trust	25
For dealing with farm machinery or livestock	15

SCHEDULE 3

GENERAL ADMINISTRATION ACTIVITIES AND DUTIES

The standard unit of effort for the general administration activities and duties for dealing with matters set out in section 7 includes the following activities:

- Payment of funeral expenses;
- Payment of up to 5 unsecured liabilities outstanding at time of death;
- Establishing the identity and entitlement of up to 3 beneficiaries;
- Dealing with household furniture, effects, chattels or jewellery with the consent of the beneficiaries;
- Advertising for statutory notice to creditors, transmission applications, and next of kin or missing beneficiaries;
- Obtaining certificate of death;
- Finalisation of the deceased's department of social security or department of veterans affairs pensions and entitlements up to date of death;
- Arrange transfer or finalisation of final accounts for phone, electricity, gas, and other relevant services;
- Finalisation and processing final refund of contributions to medical insurance funds;
- Processing personal cash located or held and other small value refunds;
- Processing income tax refunds received;
- Attending to registry searches, and the stamping and lodging of documents in a registry;
- Attending to the preparation and lodgement of documents in the registry of titles in relation to a release of a mortgage, application for a paper title, request to change name or request to amalgamate;
- Giving an indemnity for lost documents;
- Obtaining an income tax clearance where there is no obligation to lodge a final income tax return;
- Investigation and dealing with bank accounts held by the deceased as a trustee and where the public trustee does not assume the trust;
- Preparation of withholding tax deduction returns for income paid to overseas beneficiaries;
- Arranging distribution of funds to beneficiaries;
- Preparation of statements of account;
- Arranging the distribution of funds held for deceased beneficiaries;
- General care and consideration;
- Administering a prepaid funeral account.

SCHEDULE 4

PERSONAL FINANCIAL ADMINISTRATION FEE

The personal financial administration fee [PFA] is charged for providing support and personal contact for Disability Services clients.

These support activities may include the receipt of income, payment of bills, maintenance of financial records, negotiating with agencies such as Centrelink regarding benefits and day to day administration of the financial affairs of the client.

The PFA for a client is determined by the level of support provided to the client by applying the following levels which are based on:

- [a] the circumstances of the client's living arrangements;
- [b] how their income is received;
- [c] how their bills are paid; and
- [d] the frequency of contact with the client.

Service level	Description of support	Annual fee (including GST)
1	Client resides in a commonwealth funded aged care facility or hospital and their main source of income is paid to the facility.	\$1128.60
2	Client resides in a commonwealth funded aged care facility or hospital and their main source of income is not paid to the facility.	\$1809.35
3	Client is supported in the community by Disability Services Queensland through the alternate living service or by a non government organisation through a management agreement.	\$2258.35
4	Client is living in the community either independently or with the support of family/friends who assist the client with their day to day personal financial administration.	\$3389.25
5	Client is living in the community with personal financial administration assistance from the public trustee and/or day to day assistance provided by support workers. Contact with the public trustee is once per fortnight or less.	\$5648.85
6	Client is receiving personal financial administration assistance from the public trustee and contact with the public trustee is more than once per fortnight.	\$7909.50

SCHEDULE 5
PERSONAL FINANCIAL ADMINISTRATION FEE
LIMITED ADMINISTRATION ORDER

Service Level	Number of Transactions per annum	Annual fee (including GST)
1	0-5	\$599.70
2	6-10	\$1050.95
3	11-30	\$1500.05
4	31-50	\$1951.30
5	51-80	\$2401.45
6	81-110	\$2850.40
7	111-150	\$3301.70
8	151-200	\$3752.95
9	Over 200	\$4500.20

SCHEDULE 6

ASSET MANAGEMENT FEE

Service Level	Minimum value of assets	Maximum value of assets	Annual fee (including GST)
1	\$0	\$5000	Nil
2	\$5001	\$10000	\$170.65
3	\$10001	\$30000	\$254.95
4	\$30001	\$50000	\$515.45
5	\$50001	\$100000	\$686.25
6	\$100001	\$200000	\$1113.05
7	\$200001	\$300000	\$1710.65
8	\$300001	\$500000	\$2398.10
9	\$500001	\$750000	\$3424.75
10	\$750001	\$1000000	\$5136.65
11	\$1000001	\$1500000	\$6677.75
12	\$1500001	\$2000000	\$8303.10
13	\$2000001	\$2500000	\$10015.00
14	>\$2500000		\$11644.80
<p>Note: The value of real estate property or other place of residence, motor vehicles, household furniture, effects, chattels and personal jewellery are excluded from the calculation of the value of assets for determining the level of the asset management fee payable.</p>			

Real Estate Property Fees

The fee for dealing with each real estate property or other place of residence is \$849.20.

SCHEDULE 7
TRUSTS SERVICE LEVEL FEE

Service Level	Number of transactions per annum	Annual fee (including GST)
1	0-1	\$379.10
2	2-5	\$497.75
3	6-10	\$625.20
4	11-20	\$814.85
5	21-30	\$1089.85
6	31-40	\$1362.55
7	41-50	\$1624.20
8	Over 50	\$1895.85

SCHEDULE 8
TESTAMENTARY TRUSTS SERVICE LEVEL FEE

Service Level	Number of transactions per annum	Annual fee (including GST)
1	0	Nil
2	1-6	\$52.05
3	7-10	\$339.20
4	11-15	\$686.25
5	16-20	\$1371.40
6	21-30	\$2055.50
7	31-50	\$3083.25
8	Over 50	\$4108.80

SCHEDULE 9

PROPERTY MANAGEMENT SERVICES

Service	Fee (including GST)
Storage of vehicles, furniture, estate goods and chattels in public trustee accommodation.	\$36.50 per week or part thereof
Inspections by building inspectors, effects officers or trust officers: Calculated at the rate of \$142.95 per hour for the time taken, subject to a minimum of Providing however that the minimum fee will not apply where the inspection took less than 30 minutes, in which case, a nominal fee is to apply.	\$142.95 \$77.55
Rent collection for rented estate and trust properties	8.25% of the gross rentals received plus a monthly administration fee of \$5.45

SCHEDULE 10

VALUATION FEES

Service	Fee (including GST)
Residential property:-	
Unimproved land	\$273.75
Improved Land	
Value under \$250,000	\$390.20
Value between \$250,000 and \$500,000	\$515.45
Value exceeding \$500,000	As agreed between the parties
Commercial or rural properties including residential properties	As negotiated, but having regard for the time taken, including travelling, and the complexity involved
Furniture, plant, implements or chattels	
Calculated at the hourly rate for the time taken subject to Minimum fee	\$127.45
Livestock	
Calculated at the hourly rate for the time taken, subject to:	
Minimum fee when valued in conjunction with realty	\$127.45
Minimum fee when valued separately	\$178.40
Motor vehicles, caravans or boats	\$90.85
Valuations for commercial loans from common fund	As agreed between the parties

SCHEDULE 11

AUCTIONEERS OR AGENTS COMMISSION

Service	Fee (including GST)
1. Real property including building units	5.5% up to \$18,000.00 of the purchase price and 2.75% thereafter
2. Boarding houses, guest houses, residential flats, investment property, or other business of any kind inclusive of plant, stock-in-trade, goodwill, furniture, fittings or effects and with or without the freehold of the premises	5.5% up to \$18,000.00 of the purchase price and 2.75% thereafter
3. Building for removal	11% of the purchase price
4. Stock-in-trade, furniture, fittings, effects, boats, motor vehicles, machinery or movable chattels, not coming within (1) or (2) above <ul style="list-style-type: none"> (i) Sales by auction Note - A buyer's premium to a maximum of 11% of the purchase price may apply to all items in this category. (ii) sales otherwise than by auction 	<p>13.2% of the purchase price with a minimum fee of \$32.10 and a maximum fee of \$903.55</p> <p>11% of the purchase price with a minimum fee of \$271.55 and a maximum fee of \$903.55</p>

SCHEDULE 12

NEGOTIATING INVESTMENTS

Amount Invested	Annual fee (including GST)
Less than \$100,000	1.00% of amount invested
\$100,000 to \$500,000	0.50% of amount invested
\$500,001 to \$2,000,000	0.30% of amount invested
In excess of \$2,000,000	0.10% of amount invested
Minimum Fee	\$87.55

SCHEDULE 13

POWERS OF ATTORNEY

Service	Fee (including GST)
Preparation of an enduring power of attorney Standard Fee (single)	\$178.40
Standard Fee (double)	\$271.55
Preparation of a general power of attorney	\$103.05
Attendance outside the office	Additional \$45.35
Registration in the Land Titles Office	Additional \$45.35
Revocation of a power of attorney	\$78.65

SCHEDULE 14

SANCTION FEES

Amount of Sanction	Fee (including GST)
Up to \$1500	\$572.00
\$1501 to \$12,000	\$944.55
\$12,001 to \$50,000	\$2007.80
Over \$50,000	\$2334.90

SCHEDULE 15

DICTIONARY

Unless otherwise stated, the words defined in section 6 of the Act; in schedule 3 of the *Powers of Attorney Act 1998* and in schedule 4 of the *Guardianship and Administration Act 2000* will have the same meaning and effect where they appear in this notice.

"accepted for administration" means the date on which the public trustee formally accepts an estate for administration.

"value of assets" means the total value of all assets other than real estate property, motor vehicles, household furniture, effects, chattels and personal jewellery.

"considerable debts" means where the number of debts owing by or to a client exceeds 10.

"CPI" means the Consumer Price Index for Brisbane all groups as published by the Australian Bureau of Statistics.

"DGR charitable trust" means a public charitable trust which has been granted Deductible Gift Recipient status by the Australian Taxation Office.

"financial power of attorney" means the appointment as an attorney under a general power of attorney and under an enduring power of attorney for a financial matter.

"GST" means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

"hourly rate" means \$228.35 per hour.

"other place of residence" means any of the following occupied by a person or their dependants as their principal place of residence:

- a retirement village unit, whether held as a strata title, lease or other method of ownership;
- a relocatable home, mobile home or caravan permanently located in a caravan park.

"personal power of attorney" means the appointment as an attorney under an enduring power of attorney for a personal matter.

"principal" means in the context of a power of attorney, enduring power of attorney or an attorney under these documents, the person who made the document or appointed the attorney.

"standard unit of effort" means the measure of the time taken to undertake the activities in schedules 2 and 3 in an efficient manner.

"testamentary trust" means a trust created by a will.

"the Act" means the *Public Trustee Act 1978*.

"transaction" means each receipt or payment of funds on behalf of the estate under administration other than the receipt of funds from or the payment of funds to the Public Trustee Investment Fund.

*Education (General Provisions) Act 2006***SCHOOL ENROLMENT MANAGEMENT PLAN (School EMP)**

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

Region: Central Queensland Region

School: Mackay Northern Beaches State High School (update)

Region: South East Region

School: Marsden State High School (update)
Oxenford State School (new)

Region: North Coast Region

School: Kilcoy State School (update)

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

NOTICE OF SCHOOL COUNCIL APPROVED UNDER THE EDUCATION (GENERAL PROVISIONS) ACT 2006

The following school council was established and approved on 19 May 2015 by the Principal, Ms Michelle Morrissey (as delegate of the Chief Executive, Department of Education and Training to approve school councils) under the *Education (General Provisions) Act 2006* to take effect from the date of gazettal.

Seven Hills State School

*Government Owned Corporations Act 1993***NOTICE**

Pursuant to section 6(3) of the *Government Owned Corporations Act 1993*, the Honourable Mark Bailey MP, Minister for Main Roads, Road Safety and Ports and Minister for Energy and Water Supply is nominated to be the portfolio Minister for each Government owned corporation set out in the schedule below.

ANNASTACIA PALASZCZUK MP
Premier and Minister for the Arts

SCHEDULE

Far North Queensland Ports Corporation Limited (ACN 131 836 014)
Gladstone Ports Corporation Limited (ACN 131 965 896)
North Queensland Bulk Ports Corporation Limited (ACN 136 880 218)
Port of Townsville Limited (ACN 130 077 673)

NOTICE OF MINISTERIAL DESIGNATION OF LAND FOR COMMUNITY INFRASTRUCTURE UNDER THE SUSTAINABLE PLANNING ACT 2009**A Ministerial designation has been made**

I, the Honourable Jo-Ann Miller, Minister for Police, Fire and Emergency Services and Minister for Corrective Services, give notice that under the *Sustainable Planning Act 2009* chapter 5, I made a Ministerial designation of land for community infrastructure on 11 June 2015.

The designation will take effect from 19 June 2015.

Description of the land to which the designation applies

The Ministerial designation applies to land located at Unit 21 / 31-79 Paisley Drive, Lawnton, Queensland 4501.

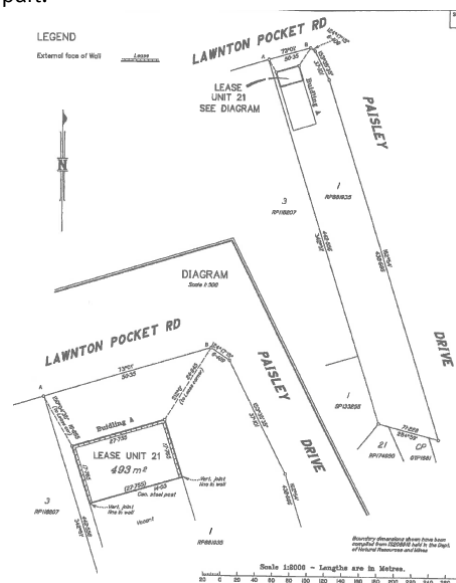
The land is described as Parish of Warner, County of Stanley, being part of Lot 1 on RP881935.

Type of community infrastructure for which the land has been designated

The land has been designated to allow for the temporary Petrie Fire and Rescue Station and associated facilities.

This community infrastructure is described under the *Sustainable Planning Regulation 2009*, Schedule 2 Part 2 as—

- (7) emergency services facilities;
- (15) storage and works depots and similar facilities, including administrative facilities associated with the provision or maintenance of the community infrastructure mentioned in this part.

**Matters included as part of the designation under the Sustainable Planning Act 2009, section 207**

The designation for community infrastructure is made subject to the following requirements —

Nil

Honourable Jo-Ann Miller MP
Minister for Police, Fire and Emergency Services
and Minister for Corrective Services
Dated: 16 June 2015

BILLS OF PARLIAMENT ASSENTED TO**Queensland Legislative Assembly
Brisbane**

It is hereby notified for general information that, on 11 June 2015, His Excellency the Governor, in the name and on behalf of Her Majesty, assented to the undermentioned Bills passed by the Legislative Assembly of Queensland in Parliament assembled, viz—

A Bill for an Act to amend the *Criminal Law (Criminal Organisations Disruption) and Other Legislation Amendment Act 2013*, the *Duties Act 2001*, the *Environmental Protection Act 1994*, the *Financial Accountability Act 2009*, the *First Home Owner Grant Act 2000*, the *Payroll Tax Act 1971*, the *Plumbing and Drainage Act 2002*, the *Taxation Administration Act 2001* and the *Water Supply (Safety and Reliability) Act 2008* for particular purposes

Short title: *Payroll Tax Rebate, Revenue and Other Legislation Amendment Act 2015* – Act No. 4 of 2015

Commencement: (1) The following sections commence on 1 July 2015—

- (a) section 65;
 - (b) section 66;
 - (c) section 67;
 - (d) section 68;
 - (e) section 70.
- (2) Parts 4, 8 and 10 commence on a day to be fixed by proclamation.

A Bill for an Act to provide for exhibiting and dealing with particular animals and to amend this Act, the *Biosecurity Act 2014*, the *Nature Conservation Act 1992* and the regulations mentioned in schedule 3 for particular purposes

Short title: *Exhibited Animals Act 2015* – Act No. 5 of 2015

Commencement: (1) Subject to subsection (2), this Act commences on a day to be fixed by proclamation.

(2) If a provision of this Act does not commence before 1 July 2016, it commences on that day.

(3) The *Acts Interpretation Act 1954*, section 15DA does not apply to this Act.

A Bill for an Act to amend the *Heavy Vehicle National Law Act 2012*, the *Local Government Electoral Act 2011* and the *Queensland Reconstruction Authority Act 2011* for particular purposes

Short title: *Local Government and Other Legislation Amendment Act 2015* – Act No. 6 of 2015

Commencement: Date of assent.

A Bill for an Act to amend the *Hospital and Health Boards Act 2011* and the *Industrial Relations Act 1999*, and to make amendments to the legislation mentioned in schedule 1, for particular purposes

Short title: *Industrial Relations (Restoring Fairness) and Other Legislation Amendment Act 2015* – Act No. 7 of 2015

Commencement: Date of assent.

**N J Laurie
Clerk of the Parliament**

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
SUMMARY OF NOTICE OF INTENTION TO SELL LAND FOR
OVERDUE RATES OR CHARGES**

Date: 19 June 2015

Toowoomba Regional Council has decided to sell the land described below because overdue rates have remained unpaid for more than 3 years.

This is a summary of a notice of intention to sell land issued pursuant to section 140 of the *Local Government Regulation 2012*.

Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
Kevin John Robbins	374 Wallaby Drive Cypress Gardens Qld 4357	Lot 13 Registered Plan 150251, County of Derby, Parish of Western Creek	8.019 hectares

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$3,382.60
The accrued interest to the date of this notice is: \$ 476.05
The total overdue to Council as at 19 June 2015 is: \$3,858.65

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
SUMMARY OF NOTICE OF INTENTION TO SELL LAND FOR
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Date: 19 June 2015

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Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
Heather Laurel Milne	9 Earl Street Jondaryan Qld 4403	Lot 18 Survey Plan 142095, County of Aubigny, Parish of Jondaryan	785m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$8,670.21
The accrued interest to the date of this notice is: \$1,100.82
The total overdue to Council as at 19 June 2015 is: \$9,771.03

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
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Date: 19 June 2015

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Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
Michael Boyd Smith	Mondam Road Mount Tyson Qld 4356	Lot 1 Registered Plan 846148, County of Aubigny, Parish of Motley	1 hectare

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$3,159.80
The accrued interest to the date of this notice is: \$ 463.51
The total overdue to Council as at 19 June 2015 is: \$3,623.31

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
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Date: 19 June 2015

Toowoomba Regional Council has decided to sell the land described below because overdue rates have remained unpaid for more than 3 years.

This is a summary of a notice of intention to sell land issued pursuant to section 140 of the *Local Government Regulation 2012*.

Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
Bernard Michael Rourke and Leanne Kay Beaumont	7 Elton Street Greenmount Qld 4359	Lot 3 Registered Plan 839806, County of Aubigny, Parish of Hodgson	2,239m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$5,468.34
The accrued interest to the date of this notice is: \$ 682.07
The total overdue to Council as at 19 June 2015 is: \$6,150.41

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
SUMMARY OF NOTICE OF INTENTION TO SELL LAND FOR
OVERDUE RATES OR CHARGES**

Date: 19 June 2015

Toowoomba Regional Council has decided to sell the land described below because overdue rates have remained unpaid for more than 3 years.

This is a summary of a notice of intention to sell land issued pursuant to section 140 of the *Local Government Regulation 2012*.

Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
Kylie Anne Tomlinson and Stella-Maree Holz	16 Wylie Street Toowoomba City QLD 4350	Lot 1 Registered Plan 90764, County of Aubigny, Parish of Drayton	802m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$26,825.34
The accrued interest to the date of this notice is: \$ 3,400.81
The total overdue to Council as at 19 June 2015 is: \$30,226.15

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
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Date: 19 June 2015

Toowoomba Regional Council has decided to sell the land described below because overdue rates have remained unpaid for more than 3 years.

This is a summary of a notice of intention to sell land issued pursuant to section 140 of the *Local Government Regulation 2012*.

Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
William John Rachinger	2 Cockatoo Street Peranga Qld 4352	Lot 21 Registered Plan 27432, County of Aubigny, Parish of Milton	1,619m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$5,136.15
The accrued interest to the date of this notice is: \$1,793.87
The total overdue to Council as at 19 June 2015 is: \$6,930.02

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
SUMMARY OF NOTICE OF INTENTION TO SELL LAND FOR
OVERDUE RATES OR CHARGES**

Date: 19 June 2015

Toowoomba Regional Council has decided to sell the land described below because overdue rates have remained unpaid for more than 3 years.

This is a summary of a notice of intention to sell land issued pursuant to section 140 of the *Local Government Regulation 2012*.

Full description of the Land

Ratepayer Name	Property Address	Property Description	Area
Debra Lee Barron and James Gerard Barron	757 Ruthven Street South Toowoomba Qld 4350	Lot 5 Registered Plan 17176, County of Aubigny, Parish of Drayton. Lot 6 Registered Plan 17176, County of Aubigny, Parish of Drayton.	809m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$32,869.27
The accrued interest to the date of this notice is: \$13,782.35
The total overdue to Council as at 19 June 2015 is: \$46,651.62

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.toowoombaRC.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council

*Transport Infrastructure Act 1994***AIRPORTLINKM7****NOTIFICATION OF TOLLS, ADMINISTRATION CHARGES AND USER CHARGES**

BrisConnections Operations Pty Limited (Receivers and Managers Appointed) (Subject to Deed of Company Arrangement) and BrisConnections Nominee Company Pty Limited (Receivers and Managers Appointed) (Subject to Deed of Company Arrangement) as trustee of the BrisConnections Asset Trust jointly as the Franchisee give notice pursuant to the Declaration under section 93 of the *Transport Infrastructure Act 1994* published on 18 July 2008 in the Queensland Government Gazette and Schedule 6 of the Road Franchise Agreement that the following Tolls, Administration Charges and User Charges apply for use of the road known as AirportlinkM7:

The toll payable for use of AirportlinkM7 for each type of vehicle liable to pay a toll:

Tollable Section	Vehicle Type	Maximum toll payable from 1 January 2015 to 31 December 2015	Actual toll payable from 1 July 2015
Tollable Section 1 – Any journey between Bowen Hills and Kedron	Motorcycle	\$2.61	\$2.61
	Car	\$5.22	\$4.92
	Light commercial vehicle or LCV ¹	\$7.83	\$7.83
	Heavy commercial vehicle or HCV	\$13.83	\$13.83
Tollable Section 2 – Any journey between Bowen Hills and Toombul	Motorcycle	\$2.61	\$2.61
	Car	\$5.22	\$5.22
	LCV ¹	\$7.83	\$7.83
	HCV	\$13.83	\$13.83
Tollable Section 3 - Any journey between Kedron and Toombul	Motorcycle	\$1.96	\$1.96
	Car	\$3.92	\$3.92
	LCV ¹	\$5.87	\$5.87
	HCV	\$10.38	\$10.38

¹ Owners of Light Commercial Vehicles (LCV) that have registered their vehicle with Queensland Department of Transport and Main Roads for personal use (and not commercial use) will be charged the Toll for cars.

The Administration Charges and User Charges payable in respect of use of AirportlinkM7:

Administration Fees and User Charges	Maximum charges payable from 1 January 2015 to 31 December 2015	Actual charges payable from 1 July 2015
Prepaid Account (tag or video)		
Account set up amount	\$26.66	\$26.65
Top Up Amount		
- Car/LCV ¹	\$26.66	\$26.65
- HCV	\$26.66	\$26.65
Top Up Trigger		
- Car/LCV ¹	\$13.05	\$13.05
- HCV	\$13.05	\$13.05
Additional Statement Fee	\$1.31	\$1.31
Customer Usage for Tag Missing Fee Waiver	\$652.57	\$652.57
Tag Replacement Fee	\$40.00	\$40.00
Tag Missing Fee	\$40.00	\$40.00
Image Processing Fee ²	\$0.91	\$0.91
Dishonour Fee	Pass through only	Pass through only
Merchant Costs	Pass through only	Pass through only
Maximum Account Balance	\$6,525.74	\$6,525.00
Standard Casual Use Product (Trip and Day Pass) (Note: Purchase Fee and Image Processing Fee may be added to Trip and Day Pass cost)		
Standard Casual Use Product Purchase Fee	\$3.13	\$3.13
Image Processing Fee	\$0.91	\$0.91
Merchant Costs	Pass through only	Pass through only
Brisbane Roadpass		
Interoperable Casual Use Product Purchase Fee	NIL	NIL
Merchant Costs	Pass through only	Pass through only
Image Processing Fee	\$0.91	\$0.91

Administration Fees and User Charges	Maximum charges payable from 1 January 2015 to 31 December 2015	Actual charges payable from 1 July 2015
Postpaid Account (tag only)		
Commercial Account Set up Fee	\$50.00	\$50.00
Commercial Account Management Fee (12 month Anniversary of opening)	\$50.00	\$50.00
Minimum Required Usage Amount per month	\$533.15	\$533.15
Additional Statement Fee	\$1.31	\$1.31
Tag Replacement Fee	\$40.00	\$40.00
Image Processing Fee ²	\$0.91	\$0.91
Tag Missing Fee	\$40.00	\$40.00
Customer Usage for Tag Missing Fee Waiver	\$652.57	\$652.57
Dishonour Fee	Pass through only	Pass through only
Trip Pass ⁴		
Tollable Section 1 - Bowen Hills - Kedron		
- Motorcycle	\$6.65	\$3.52
- Car	\$9.26	\$5.83
- LCV ¹	\$11.87	\$8.74
- HCV	\$17.87	\$14.74
Tollable Section 2 - Bowen Hills - Toombul		
- Motorcycle	\$6.65	\$3.52
- Car	\$9.26	\$6.13
- LCV ¹	\$11.87	\$8.74
- HCV	\$17.87	\$14.74
Tollable Section 3 - Kedron - Toombul		
- Motorcycle	\$6.00	\$2.87
- Car	\$7.96	\$4.83
- LCV ¹	\$9.91	\$6.78
- HCV	\$14.42	\$11.29
Day Pass ⁴		
- Motorcycle	\$11.93	\$8.80
- Car	\$18.46	\$15.33
- LCV ¹	N/A	N/A
- HCV	N/A	N/A
Toll Notice Fee		
Administration Fee ³	\$10.90	\$10.90
Toll Notice Reminder (per Notice / Multiple Trips)		
Administration Fee	N/A	N/A
Demand Notice (1 per Trip)		
Administration Fee:		
- Toll (no Image Processing Fee allowed)	As applicable	As applicable
- Administration Charge ³	\$13.05	\$13.05

¹ Owners of Light Commercial Vehicles (LCV) that have registered their vehicle with Queensland Department of Transport and Main Roads for personal use (and not commercial use) will be charged the Toll for cars.

² Image processing fee – this fee does not apply to AirportlinkM7 account holders.

³ A vehicle registration database fee is also payable, which is the fee charged by DTMR from time to time for a single request for vehicle registration information. The current fee charged is \$0.48.

⁴ A Standard Casual Use Product (Trip and Day Pass) Purchase Fee of \$3.13 is applicable to transactions made by phone through the contact centre. This fee has been applied to the Maximum Toll Payable but is excluded from the actual charges payable column that will apply to purchases via the web.

All tolls, fees and charges are GST inclusive.

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