



Queensland Government Gazette

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 377]

FRIDAY 23 FEBRUARY 2018



Easter Public Holidays

Gazette Closing times for the Easter Period Calendar March–April 2018

March

Monday	Tuesday	Wednesday	Thursday	Friday
26	27	28	29	30
Appointments and other gazette notices to be submitted by Tuesday 12 noon Final proofs / OK to publish to be received by Tuesday close of business			Gazette released on Thursday afternoon	Good Friday Public Holiday

April

Monday	Tuesday	Wednesday	Thursday	Friday
02	03	04	05	06
Easter Monday Public Holiday	Appointment notices to be submitted by Tuesday 12 noon	Other gazette notices to be submitted by Wednesday 12 noon Final proofs / OK to publish, to be received by Wednesday close of business	Gazette released on Friday morning	



Queensland Government Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 377]

TUESDAY 20 FEBRUARY 2018

[No. 31

NOTICE

Premier's Office
Brisbane, 20 February 2018

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 Jacklyn Anne Trad MP, Deputy Premier, Treasurer and Minister for Aboriginal and Torres Strait Islander Partnerships to act as, and to perform all of the functions and exercise all of the powers of, Premier and Minister for Trade from 20 February 2018 until the Honourable Annastacia Palaszczuk MP returns to Queensland.

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR TRADE

This page has been left blank intentionally



Queensland Government Gazette

NATURAL RESOURCES, MINES AND ENERGY

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 377]

FRIDAY 23 FEBRUARY 2018

[No. 32

Land Act 1994

REOPENING OF TEMPORARILY CLOSED ROAD NOTICE (No 02) 2018

Short title

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 02) 2018*.

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

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

SCHEDULE 1

Central Region, Mackay Office

An area of about 0.21 ha abutting Lot 2 on RP720394 and shown as Lot 1 on RL209652, being the land contained within former Road Licence No. 0/209652. (2017/005524).

SCHEDULE 2

South Region, Ipswich Office

An area of about 0.561 ha abutting Lot 593 on SP185483, being the land contained within former Road Licence 27/7021. (2017/006881)

ENDNOTES

1. Published in the Gazette on 23 February 2018.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources, Mines and Energy.

Land Act 1994

OBJECTIONS TO PROPOSED ROAD CLOSURE NOTICE (No 08) 2018

Short title

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 08) 2018*.

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

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

Objections

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

(2) Latest day for lodgement of objections is **5 April 2018**.

(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, Mines and Energy Offices at Rockhampton and Roma; and
 - (b) the Local Government Offices of Gladstone Regional Council and Western Downs Regional;
- for a particular plan in that district or that local government area.

SCHEDULE

PERMANENT CLOSURE

Central Region, Rockhampton Office

1 An area of about 0.9 ha being part of Gorge Road abutting the south eastern boundary of Lot 7 on RP617500 and the north eastern boundary of Lot 97 on FD455 (locality of Lowmead) and shown as plan of proposed road to be permanently closed on Drawing 18/001a/CEN. (2017/000340)

South Region, Roma Office

2 An area of about 129 ha being the roads intersecting Lot 12 on RG342 and the road separating Lot 21 on RG514 from Lot 15 on RG342 (localities of Glenmorgan and Meandarra) and shown as road to be closed permanently on Drawing 17/361. (2017/006080 and 2017/006082)

ENDNOTES

1. Published in the Gazette on 23 February 2018.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources, Mines and Energy.

© The State of Queensland 2018

Copyright protects this material.

Reproduction inquiries should be addressed to:
Gazette Advertising, GPO Box 2457, Brisbane QLD, 4001

BRISBANE
23 February 2018

This page has been left blank intentionally



Queensland Government Gazette

LOCAL GOVERNMENT

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 377]

FRIDAY 23 FEBRUARY 2018

[No. 33

Planning Act 2016

NOTICE OF ADOPTION OF TEMPORARY LOCAL PLANNING INSTRUMENT 01/17 MATERIAL CHANGE OF USE – RENEWABLE ENERGY FACILITIES IN IRRIGATION AREAS (TLPI 01/17)

At its meeting on 13 February 2018, Central Highlands Regional Council adopted Temporary Local Planning Instrument 01/17 with an earlier effective day of 12 September 2017, as agreed by Minister for State Development, Manufacturing, Infrastructure and Planning, and will cease to have effect at the end of 12 September 2019 (unless repealed at an earlier date).

Purpose and General Effect

The purpose of TLPI 01/17 is to:

- Implement the policy direction in the Strategic framework of the Central Highlands Regional Council Planning Scheme 2016, in particular section 3.5 Natural resources and landscape theme and Element 2 – Natural resources management and section 3.8 Economic development theme and Element 5 – Rural industry.
- Protect the finite resource of high value irrigation areas within water supply schemes in the local government area of the Central Highlands and ensuring these areas are developed in line with community expectations.
- Provide for the assessment of the development of Renewable energy facilities in these areas to consider the strategic land use objectives, as articulated in Part 3 – Strategic framework of the Central Highlands Regional Council Planning Scheme 2016.

Copies of the Temporary Local Planning Instrument are available for inspection and/or purchase at the Emerald Administrative Office, 65 Egerton Street, or can be viewed and downloaded from council's website www.centralhighlands.qld.gov.au. For more information, please contact council's Development and Planning Unit on 1300 242 686 or email tplanning@chrc.qld.gov.au

Scott Mason
Chief Executive Officer

Planning Act 2016

COOK SHIRE COUNCIL PLANNING SCHEME 2017 – VERSION 1.2 FURTHER ALIGNMENT AMENDMENTS

Notice is given under section 293 of the *Planning Act 2016* and the *Alignment amendment rules* (Version 01, made 25 November 2016), that by resolution on 1 December 2017 the Cook Shire Council has made an alignment amendment to the Cook Shire Council Planning Scheme 2017.

The further alignment amendment is intended to update the planning scheme to be consistent with the new *Planning Act 2016*, that commenced on 3 July 2017. The amendment does not substantially change the effect of the planning scheme and does not include a change to a policy position, a category of development or assessment or a substantial change to development rights under the planning scheme.

The amended Cook Shire Council Planning Scheme 2017 is version 1.2 and will take effect from 12 March 2018. The planning scheme is available for inspection and purchase as follows:

- To view and download from Council's website: www.cook.qld.gov.au/town-planning; and
- To inspect and purchase from Council's customer service counter at 10 Furneaux Street, Cooktown

Should you have further enquiries about the Cook Shire Council Planning Scheme 2017, please contact Council by:

Phone: 07 4069 5444
Email: mail@cook.qld.gov.au
Or post: PO Box 3
Cooktown QLD 4895

Ray Burton
Acting Chief Executive Officer
Cook Shire Council

Planning Act 2016

**FLINDERS SHIRE COUNCIL PUBLIC NOTICE
ADOPTION OF MINOR AMENDMENT NO. 1 TO THE SHIRE OF
FLINDERS PLANNING SCHEME 2017**

Notice is given under section 20 of the *Planning Act 2016* that on 13 February 2018, Flinders Shire Council resolved to adopt:

- (a) *Minor Amendment No. 1* to the *Shire of Flinders Planning Scheme 2017*.

This will have effect on and from **28 February 2018**.

The purpose and general effect of *Minor Amendment No. 1* is to correct a minor mapping error.

This Minor Amendment will remove Lot 4 on H20327 from the *Recreation and open space zone* and include it in the *General residential zone*.

For further enquiries please call Council on (07) 4741 2900 during office hours.

Graham King
Chief Executive Officer
Flinders Shire Council

**PUBLIC NOTICE OF ALIGNMENT AMENDMENT TO THE
ZENADTH KES PLANNING SCHEME (PLANNING SCHEME
FOR THE TORRES STRAIT ISLAND REGIONAL COUNCIL) MADE
UNDER THE ALIGNMENT AMENDMENT RULES AND THE
PLANNING ACT 2016, SECTION 293**

Notice is hereby given that on 19 and 20 December 2017 the Torres Strait Island Regional Council made the Zenadth Kes Planning Scheme alignment amendment under the Alignment Amendment Rules and section 293 of the *Planning Act 2016* to the to the Zenadth Kes Planning Scheme. The alignment amendment will commence on 23 February 2018.

The alignment amendment has the purpose and general effect of aligning terminology with the *Planning Act 2016* and making codes more robust for the purposes of development assessment using the new decision rules.

A copy of the alignment amendment may be inspected at and purchased from the council customer service centre located at 3rd Floor, 111-115 Grafton Street, Cairns. The Zenadth Kes Planning Scheme can also be viewed online and downloaded at <http://www.tsirc.qld.gov.au/>.

For further information, please either visit the council customer service centre or telephone or email council on (07) 4034 5700 or info@TSIRC.qld.gov.au.

Mr Bruce Ranga
Chief Executive Officer
Torres Strait Island Regional Council



Queensland Government Gazette

GENERAL

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 377]

FRIDAY 23 FEBRUARY 2018

[No. 34

Department of Education
Brisbane, 23 February 2018

His Excellency the Governor, acting by and with the advice of the Executive Council and under the *University of the Sunshine Coast Act 1998*, has approved on 22 February 2018 that Ms Debra Bennet, Ms Sandra Birkenleigh, Mr Scott Williams AM and Mr David Foster be appointed as members to the University of the Sunshine Coast Council for a term from 22 February 2018 up to and including 8 December 2021 and Dr Suzanne Innes and Ms Jacquelyn Wright be appointed as members to the University of the Sunshine Coast Council for a term from 22 February 2018 up to and including 8 December 2019.

GRACE GRACE MP
Minister for Education and
Minister for Industrial Relations

Queensland Health
Brisbane, 22 February 2018

His Excellency the Governor, acting by and with the advice of the Executive Council and under the provisions of the *Hospital and Health Boards Act 2011*, has approved

- the appointment of Ms Jane Yacopetti as Chair of the Children's Health Queensland Hospital and Health Board for a term commencing on 24 February 2018 up to and including 18 March 2018; and
- the appointment of Professor John Prins as Deputy Chair of the Metro South Hospital and Health Board for a term commencing on the date published in the Queensland Government Gazette up to and including 17 May 2019.

Steven Miles MP
Minister for Health and
Minister for Ambulance Services

Queensland Health
Brisbane, 22 February 2018

His Excellency the Governor, acting by and with the advice of the Executive Council and under the provisions of the *Mental Health Act 2016*, has approved the appointment of Dr Michele Andrews, Dr Jonathan Mason, Dr Gavan Palk and Dr Graeme Senior as assisting clinicians to the Mental Health Court for a term commencing on the date published in the Queensland Government Gazette up to and including 29 February 2020.

Steven Miles MP
Minister for Health and
Minister for Ambulance Services

Department of Transport and Main Roads
Brisbane, 22 February 2018

His Excellency the Governor, acting by and with the advice of the Executive Council, has approved that, from 1 March 2018, Ms Mara Bun be appointed as member and Chairperson until 28 February 2021; Ms Leslie Shirreffs and Ms Loretta Lynch be appointed as members until 28 February 2021; and Mr Michael Bartlett, Mr Martin Winter and Professor Rodger Tomlinson be appointed as members until 30 November 2018, to the Gold Coast Waterways Authority Board.

His Excellency the Governor, acting by and with the advice of the Executive Council also approved that remuneration for eligible Board members will be:

	Meeting	
	More than 4 hours	4 hours or less a day
Chairperson	\$650	\$325
Appointed members	\$500	\$250

In addition, all eligible Board members will be reimbursed all necessary and reasonable expenses incurred while travelling on business and attending meetings in connection with the functions of the Gold Coast Waterways Authority Board and may be paid in accordance with the following arrangements:

- Economy class air travel is to be used;
- Motor Vehicle Allowances as varied from time to time by the Governor in Council; and
- Domestic Travelling and Relieving Expenses as varied from time to time by the Governor in Council.

Mark Bailey MP
MINISTER FOR TRANSPORT AND MAIN ROADS

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@qirc.qld.gov.au

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

For general enquiries prior to lodgement of an appeal:

Contact Industrial Registry on 1300 592 987 or email QIRC.registry@qirc.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				
262847/17	Principal Program Officer, Child Family and Community Services, Design and Commissioning, Service Delivery and Practice, Brisbane (AO7)	Date of duty	Scanlan, Allison	Senior Advisor, Continuous Quality Improvement, Practice Quality and Clinical Support, Practice Connect, Service Delivery and Practice, Brisbane (PO4)
261095/17	Principal Service Delivery Officer, Client Support Hub, ICT Operations, Information Services, Corporate and Executive Services, Brisbane (AO7)	Date of duty	Claridge, Adam	Senior Service Coordinator, Change and Transition, ICT Operations, Information Services, Corporate and Executive Services, Brisbane (AO6)
249899/17	Senior Team Leader, Beenleigh Child Safety Service Centre, Child Safety – Logan/Bayside, Beenleigh (PO5)	Date of duty	Stephensen, Laura	Senior Child Safety Officer, Stones Corner Child Safety Service Centre, Child Safety, Region – Brisbane, Stones Corner (PO4)
260150/17	Child Safety Officer, Aitkenvale Child Safety Service Centre, Child Family and Community Services, Region – North Queensland, Aitkenvale (PO3)	Date of duty	Raizis, Kerry	Child Safety Officer, Thuringowa Child Safety Service Centre, Child Family and Community Services, Region – North Queensland, Thuringowa (PO2)
DEPARTMENT OF EDUCATION				
CO 263083/17	Regional Technology Manager, State Wide ICT Service Delivery Unit, Information and Technologies Branch, Corporate Services Division, Rockhampton (AO8)	05-02-2018	Petersen, Robyn	Head of Department, Capricornia School of Distance Education, Central Queensland Region, State Schools Division, Gladstone (ST2)
DSR 262534/17	Team Leader, Early Childhood, Education and Care, Toowoomba Regional Office, Darling Downs South West Region, State Schools Division, Toowoomba (AO6)	12-02-2018	Parmenter, Amanda	Early Childhood Officer, Toowoomba Regional Office, Darling Downs South West Region, State Schools Division, Toowoomba (AO5)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
CO 262778/17	Principal Program Officer, Monitoring and Compliance Unit, Regulation Assessment and Service Quality Branch, Early Childhood and Community Engagement Division, Brisbane (AO7)	19-02-2018	O'Neil, Gabrielle	Senior Project Officer, Monitoring and Compliance Unit, Regulation Assessment and Service Quality Branch, Early Childhood and Community Engagement Division, Brisbane (AO6)

DEPARTMENT OF HOUSING AND PUBLIC WORKS

240560/17	Project Manager, Far Northern Queensland Region, Northern Queensland Operations, Building and Asset Services, Cairns (AO6)	Date of duty	Gane, Benjamin	Project Manager, Building and Asset Services, Cairns (AO5)
-----------	--	--------------	----------------	--

DEPARTMENT OF INFRASTRUCTURE, LOCAL GOVERNMENT AND PLANNING

256286/17	Senior Finance Officer, Economic Development Queensland Finance, Economic Development Queensland Project Support, Economic Development Queensland, Brisbane (AO6)	Date of duty	Gadagandla, Meena	Finance Officer, General Ledger and Reporting, Advisor Services, Service Delivery, Queensland Shared Services, Department of Science Information Technology and Innovation, Brisbane (AO4)
-----------	---	--------------	-------------------	--

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

257462/17	Court Services Officer, Regional Operations, Queensland Courts Service, Justice Services, Cairns (AO3)	Date of duty	McGilvray, Eric	Administrative Officer, Regional Operations, Queensland Courts Service, Justice Services, Cairns (AO2)
263264/17	Communications Officer, Office of the Public Guardian, Justice Services, Brisbane (AO4)	Date of duty	Edwards, Michelle	Communications Officer, Office of the Public Guardian, Justice Services, Brisbane (AO3)
* 261375/17	Program Engagement Officer, Gold Coast, Brisbane North and Gold Coast Region, Youth Justice, Mermaid Beach (AO4)	Date of duty	McIntosh, Daniel	Senior Youth Worker, Gold Coast, Brisbane North and Gold Coast Region, Youth Justice, Mermaid Beach (OO4)
262212/17	Regional Manager, Office of the Public Guardian, Justice Services, Brisbane (AO8)	Date of duty	Montey, Monique	Principal Guardian, Office of the Public Guardian, Justice Services, Brisbane (AO6)
260348/17	Principal Lawyer, Advocacy Chambers, Public Law Branch, Crown Law, Brisbane (PO6)	Date of duty	Hunter, Stephanie	Senior Lawyer, Advocacy Chambers, Public Law Branch, Crown Law, Brisbane(PO5)
260348/17	Principal Lawyer, Advocacy Chambers, Public Law Branch, Crown Law, Brisbane (PO6)	Date of duty	Rutherford, Zoe	Senior Lawyer, Advocacy Chambers, Public Law Branch, Crown Law, Brisbane(PO5)

* Permanent part-time at 0.5 FTE.

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL – OFFICE OF INDUSTRIAL RELATIONS

* 260346/17	Operations Manager – South West Queensland, Regional Workplace Health and Safety Queensland, Compliance Services, Compliance and Business Engagement, Office of Industrial Relations, Logan (AO8)	Date of duty	Wilson, John	Investigations Compliance Coordinator, Workplace Health and Safety Queensland, Investigative Services, Compliance and Business Engagement, Office of Industrial Relations, Upper Mount Gravatt (AO7)
-------------	---	--------------	--------------	--

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
252091/17	Deputy Industrial Registrar, Industrial Registry, Queensland Industrial Relations Commission, Office of Industrial Relations, Brisbane (AO8)	Date of duty	Paris, Bianca	Senior Registry Officer (Information and Systems), Industrial Registry, Queensland Industrial Relations Commission, Office of Industrial Relations, Brisbane (AO5)

* Advertised as Logan or Ipswich.

DEPARTMENT OF NATIONAL PARKS, SPORT AND RACING

235496/17	Ranger, Central Region, Northern Parks and Forests, Queensland Parks and Wildlife Service, Rockhampton (OO5)	26-02-2018	Harris, Kristin	Ranger, Central Region, Northern Parks and Forests, Queensland Parks and Wildlife Service, Rockhampton (OO4)
-----------	--	------------	-----------------	--

DEPARTMENT OF NATURAL RESOURCES AND MINES

# 259896/17	Operations Officer, Land Services, North Region, Natural Resources, Atherton (OO4)	Date of duty	Hall, Jason	Ranger, Savannah, Central West, Central Region, Northern Parks and Forests, Queensland Parks and Wildlife Service, Department of National Parks, Sport and Racing, Hughenden (OO3)
262539/17	Principal Policy Officer, Cadastral and Geodetic Services, Land and Spatial Information, Natural Resources, Woolloongabba (AO7)	Date of duty	Cleary, Mark John	Senior Policy Officer, Survey Integration, Land and Spatial Information, Natural Resources, Woolloongabba (AO6)
259248/17	Land Officer, Land Services, Central Region, Natural Resources, Mackay (AO4)	Date of duty	Sanderson, Lyndsey Jayne	Land Administration Officer, Land Services, Central Region, Natural Resources, Mackay (AO3)

Advertised locations as Atherton, Cairns and Townsville.

OFFICE OF THE HEALTH OMBUDSMAN

OHO 262682	Senior Communications and Engagement Officer, Business Innovation, Brisbane (AO6)	19-02-2018	Sabdia, Shahedah	Marketing Officer, Marketing, Marketing and Communications, State Library of Queensland, Brisbane (AO5)
---------------	---	------------	------------------	---

QLEAVE

263682	Advisor (Governance), Strategy and Performance, Governance and Corporate Services, QLeave, Lutwyche (AO5)	14-02-2018	Hanley, Shan	Executive Assistant, Governance and Corporate Services, QLeave, Lutwyche (AO3)
--------	---	------------	--------------	--

QUEENSLAND FIRE AND EMERGENCY SERVICES

260700/17	Station Officer, Wide Bay Burnett Zone, North Coast Region, Readiness and Response Services, Bundaberg (SOF)	Date of duty	Yates, Curtis	Firefighter, North Coast Region, Readiness and Response Services, Bundaberg (FFS)
-----------	--	--------------	---------------	---

QUEENSLAND POLICE SERVICE

258458/17	Manager (Legal Unit), Legal Services, Legal Division, Strategy Policy and Performance, Brisbane (PO6)	Date of duty	Ziser, Alicia	Senior Legal Officer, State Crime Command Legal, State Crime Command, Brisbane (PO5)
259330/17	Business and Test Analyst, Road Safety Camera Office, Road Policing Command, Specialist Operations, Level 7, 40 Tank Street, Brisbane (AO5)	Date of duty	Hanara, Kathy	Team Supervisor, Road Safety Camera Office, Road Policing Command, Specialist Operations, Brisbane (AO4)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
QUEENSLAND TREASURY				
263379/17	Social Policy Economist, Economics, Agency Performance, Brisbane (AO4)	Date of duty	Forster, Thomas	Graduate, Infrastructure Projects, Commercial Advisory and Projects, Commercial Group, Brisbane (AO3)
DEPARTMENT OF TRANSPORT AND MAIN ROADS				
262566/17	Manager Personalised Transport Policy), Service Policy, Passenger Transport Integration, TransLink, Brisbane (AO8)	Date of duty	Amour, Kelly	Principal Advisor (Policy), Passenger Transport Policy, Service Policy, Passenger Transport Integration, TransLink, Brisbane (AO7)
258036/17	Transport Network Coordinator, TransLink Operations, Passenger Transport Services, TransLink, Roma (AO5)	Date of duty	Haddock, Kate	Operations Support Officer, Southern, Regional Operations, TransLink Operations, Passenger Transport Services, TransLink, Roma (AO3)
263891/17	Principal Project Advisor, South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (AO7)	Date of duty	Harrison, Peter	Principal Project Officer, Delivery, South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (AO6)
263350/17	Principal Advisor (Program Assurance), Program Management and Delivery, Program Delivery and Operations, Infrastructure Management and Delivery, Brisbane (AO7)	Date of duty	Kelly, Daryl	Senior Program Advisor, Program Management and Delivery, Program Delivery and Operations, Infrastructure Management and Delivery, Brisbane (AO6)
232180/17	Senior Program Support Officer, North Queensland Region, Program Delivery and Operations, Cairns (AO5)	Date of duty	Fitzgerald, Carol	Program Support Coordinator, Program Support, North Queensland Region, Program Delivery and Operations, Infrastructure Management and Delivery, Cairns (AO4)
262466/17	Senior Project Officer (Cycling), Transport Planning Projects, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO5)	Date of duty	Smith, Tamara	Project Officer, Cycling and Programs, Transport Planning Projects, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO4)
261016/17	Senior Town Planner, North Queensland Region, Program Delivery and Operations, Infrastructure Management and Delivery, Townsville (PO4)	Date of duty	Brooks, Lisa	Town Planner, Project Planning and Corridor Management, North Queensland Region, Program Delivery and Operations, Infrastructure Management and Delivery, Townsville (PO3)
257264/17	Senior Engineer (Civil), South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (PO4)	Date of duty	Lynden, Anthony	Engineer (Civil), Project Planning and Corridor Management, South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (PO3)
261528/17	Senior Data Analysis Officer, Safer Roads Infrastructure, Land Transport Safety, Customer Services, Safety and Regulations, Brisbane (AO5)	Date of duty	Vayro, Alexis	Court Services Officer, Supreme District and Land Courts Registry, Queensland Court Services, Justice Services, Department of Justice and Attorney-General, 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			
MER 03/18	Principal, Cavendish Road State High School, Metropolitan Region (SL7)	16-04-2018	Usher, Richard Thomas
NCR 26556/18	Head of Department – Mathematics, Urangan State High School, North Coast Region (HOD)	19-02-2018	Richardson, Kurt John
DEPARTMENT OF INFRASTRUCTURE, LOCAL GOVERNMENT AND PLANNING			
* 255312/17	Project Director, Industrial, Economic Development Queensland Industrial Development, Economic Development Queensland, Brisbane (Sect122)	Date of duty	White, John
* 256867/17	Director, Economic Development Queensland Infrastructure Planning, Economic Development Queensland Technical Services, Economic Development Queensland, Brisbane (SES(Lw))	Date of duty	Ziernik, Glenn
* Contract up to three (3) years.			
DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL – OFFICE OF INDUSTRIAL RELATIONS			
253823/17	Director (Safety and Compensation Policy), Workplace and Electrical Policy, Workers' Compensation and Policy Services, Office of Industrial Relations, Brisbane (SO)	Date of duty	Fox, Andrea
RESIDENTIAL TENANCIES AUTHORITY			
RTA 34/17	Communication and Media Officer, Policy and Stakeholder Engagement, Brisbane (AO4)	20-02-2018	Mingyun, Katherine Chau
DEPARTMENT OF TRANSPORT AND MAIN ROADS			
256460/17	Director (Infrastructure), Service Planning and Infrastructure, Passenger Transport Integration, TransLink, Brisbane (SO)	Date of duty	Schofield, Elizabeth

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

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

Queensland

Hospital and Health Boards Act 2011
Act No 32 of 2011

TRANSFER NOTICE

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

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

The Hon. Steven Miles MP
Minister for Health and Minister for Ambulance Services

Signed on the _____ day of _____, 2018

I, **the Hon. Steven Miles MP**, Minister for Health and Minister for Ambulance Services hereby:

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

1.1 Freehold Land (s 273A(2))

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

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

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

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

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

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

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

1.5 Registered Leases (s 273A(2))

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

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

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

1.7 Conditions (s 273A(4))

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

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

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

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

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

commercial lease arrangement acceptable to the Service and the State (represented by Department of Health) on the following terms:

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

1.7(b)(ii) applies.

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

administrative or commercial business unit of the State), the Existing Occupant must not unreasonably object to a relocation proposal from the Service).

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

or the Service has given a formal notice of dispute to the other then the dispute shall be determined by the Director General of Department of Health and that decision shall be final.

- (m) To the extent that the transfer of any of the Transferred Properties comprises or includes housing those parts of the Transferred Properties are transferred on the condition that, until otherwise notified by the State (represented by Department of Health), they are subject to management and maintenance by the State (represented by Department of Housing and Public Works) at the cost of the Service.
- (n) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) (in any capacity, including for the avoidance of doubt, QAS, HSSA or HSIA or any other administrative or commercial business unit of the State) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.
- (o) If after the Effective Time the State requires all or part of any of the Transferred Properties (including the Fixed Assets, Associated Agreements, Ancillary Instruments, Performance Securities, Property Licences and Permits in respect of the Transferred Properties) for any purpose, the Minister for Health 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 on and from 28 August 2017 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 on and from 28 August 2017.
 - (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) and Assets (s 273A(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) and Assets 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 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.

1.11A Variation of Associated Agreements (s 273A(2))

With effect from the Effective Time, vary the Project Deed dated 18 July 2012 between The State of Queensland through the Department of Health and Exemplar Health (SCUH) Partnership so that the reference to 'QH' in the definition of 'Operator' in clause 1.1 is deleted and replaced with 'Sunshine Coast Hospital and Health Service'.

1.12 Condition of Transferred Properties, Fixed Assets and 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, Fixed Assets and Assets 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, Fixed Assets and Assets to keep the Transferred Properties, Fixed Assets and 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, Fixed Assets or Assets 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 Fixed Assets, Assets, 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 Fixed Assets or Assets, 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;

“**Assets**” means all assets on the Transferred Properties at the Effective Time (for example: loose furniture, equipment, clinical supplies, art works and similar items) acquired by the State (represented by Department of Health) for the purposes of use by the Service in the Sunshine Coast University Hospital.

“**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, including, without limitation:

- (a) the Infrastructure Agreement with respect to the Regional Hospital Land dated 2007 between Caloundra City Council, Minister for Natural Resources and Water, Stockland Kawana Waters Pty Ltd, Stockland Budina Waters Pty Ltd and The State of Queensland through the Department of Health;
- (b) the Project Deed dated 18 July 2012 between The State of

- Queensland through the Department of Health and Exemplar Health (SCUH) Partnership;
- (c) the Agreement for Lease (undated) between The State of Queensland represented by the Department of Health and TAFE Queensland (previously The State of Queensland represented by the Department of Education, Training and Employment through Sunshine Coast Institute of TAFE);
 - (d) the Agreement for Lease (undated) between The State of Queensland represented by the Department of Health and University of the Sunshine Coast;
 - (e) the Agreement for Lease (undated) between The State of Queensland represented by the Department of Health and Sunshine Coast Hospital and Health Service;
 - (f) the Site Management Deed dated 4 April 2011 between The State of Queensland through the Department of Health and Ramsay Health Care Australia Pty Limited;
 - (g) the Service Agreement dated 22 February 2017 between the Service, EFM Corporate Pty Ltd and The State of Queensland represented by the Department of Health;
 - (h) Memorandum of Understanding dated 23 March 2017 between The State of Queensland represented by the Department of Health, the Service and The State of Queensland represented by the Department of Health in respect of a proposed ambulance station
 - (i) contract for services with Corrs Chambers Westgarth PO #4507800000;
 - (j) contract for services with KPMG PO #4507797504; and
 - (k) contract for document management and procurement support with Affinix.

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

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

“Department of Health” includes Queensland Health;

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

“**Effective Time**” means immediately before midnight at the end of 30 June 2017;

“**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 (unless acquired by the State (represented by Department of Health) for the purposes of use by the Service in the Sunshine Coast University Hospital) and are in the nature of tenant’s fixtures and fittings; or
 - (ii) the subject of a ground lease created under this Transfer Notice; or
 - (iii) which are owned by a third party (even if at common law they are fixtures);
- (c) assets comprising works under a contract for Major Capital Works which have not reached practical completion; and
- (d) any assets transferred under a prior transfer notice;

“**Existing Access Rights**” means any access rights in respect of any of the Transferred Properties granted by the State (represented by Department of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, Queensland Health Building, 33 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**)

*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*, a new School EMP for the following school has been approved by a delegate of the Chief Executive of the Department of Education and Training:

Region: South East
School: Loganlea State High School (new)

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>.

*Major Sports Facilities Act 2001***NOTICE**

Department of Housing and Public Works
 Brisbane, 15 February 2018

His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the provisions of the *Major Sports Facilities Act 2001*, has declared the major sports facility event outlined in Schedule 1 as a declared event for the period indicated:

Schedule 1 – Proposed Events

Major Sports Facility Event	Declared Period	Major Sports Facility
Taylor Swift Reputation World Tour	6 November 2018 11:00am – 11:30pm	Brisbane Cricket Ground

Mick de Brenni MP
 Minister for Housing and Public Works
 Minister for Digital Technology
 Minister for Sport

*Liquid Fuel Supply Act 1984***NOTIFICATION OF APPROVED FORM****1. Reference**

This notice may be referred to as the Approved form No. 1 – Reporting of sales volumes under section 35E and/or 35P of the *Liquid Fuel Supply Act 1984*.

2. Commencement date

This notice shall commence on 1 March 2018 and replaces all previous versions of approved form for sections 35E and 35P of the *Liquid Fuel Supply Act 1984*.

3. Approval

The Approved form No. 1 – Reporting of sales volumes under section 35E and/or 35P of the *Liquid Fuel Supply Act 1984* is approved.

This form is required for fuel sellers to submit reports under Sections 35E and 35P of the *Liquid Fuel Supply Act 1984*.

A copy of the Approved Form can be viewed on the Queensland Fuel Sellers Register at <https://fuelsellers.dnrme.qld.gov.au/> from 1 March 2018.

4. Authorising law

The law under which this form is approved for use is Section 56A of the *Liquid Fuel Supply Act 1984*.

Kathie STANDEN
 General Manager
 Department of Natural Resources, Mines and Energy

*Liquid Fuel Supply Act 1984***NOTIFICATION OF APPROVED FORM****1. Reference**

This notice may be referred to as the Approved form No. 3 – Giving registration information under section 35M of the *Liquid Fuel Supply Act 1984*.

2. Commencement date

This notice shall commence on 1 March 2018 and replaces all previous versions of approved form for section 35M of the *Liquid Fuel Supply Act 1984*.

3. Approval

The Approved form No. 3 – Giving registration information under section 35M of the *Liquid Fuel Supply Act 1984* is approved.

This form is required for fuel sellers to submit their registration information under Section 35M of the *Liquid Fuel Supply Act 1984*.

A copy of the Approved Form can be viewed on the Queensland Fuel Sellers Register at <https://fuelsellers.dnrme.qld.gov.au/> from 1 March 2018.

4. Authorising law

The law under which this form is approved for use is Section 56A of the *Liquid Fuel Supply Act 1984*.

Kathie STANDEN
 General Manager
 Department of Natural Resources, Mines and Energy

NOTIFICATION OF FORMS APPROVED UNDER THE *RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION ACT 2008***Approval of Forms**

- The following forms have been approved by the Chief Executive Officer (CEO), Residential Tenancies Authority under Section 519 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

Form Number	Title	Version number
Form 12	Notice to leave	V13 Jan 18

Withdrawal of approval of existing forms

- Approval of all previous versions of the above forms (Form 12 – V12 Jan 15) have been withdrawn effective close of business 23 February 2018.

Availability of Forms

- All Forms may be obtained from:
 - The office of the Residential Tenancies Authority, Level 23/179 Turbot Street Brisbane, phone number 1300 366 311.
 - Residential Tenancies Authority website www.rta.qld.gov.au

*Public Trustee Act 1978***ANNUAL REGISTER OF UNCLAIMED MONIES HELD BY CHURCHES OF CHRIST IN QUEENSLAND
41 BROOKFIELD ROAD, KENMORE QLD 4069 ON 14 FEBRUARY 2018**

Name of Owner	Last Known Address	Last Known Suburb	Last Known State	Last Known Postcode	Last Known Country	Accountable Persons Reference No	Original Amount Held Unclaimed	Net Amount being paid to PTO	Date Amount became Payable or Unclaimed
Ruth Andrews	209 Huntingdale Crescent	Placid Hills	QLD	4343	Australia	ICA IFL	500.00	500.00	13/09/2005
Loretta June Cooke	87 Bellicent Road	Bracken Ridge	QLD	4017	Australia	ICA IFL	1000.00	1000.00	21/01/2010

GAZ00097/18

*Public Trustee Act 1978***REGISTER OF UNCLAIMED MONIES
Annual Register of Unclaimed Monies held by Queensland Teachers Union Health Fund Limited ACN: 38085150376
438 St Paul's Terrace, Fortitude Valley Qld 4006 on 14 February 2018**

Membership No	Name	Address	Suburb	State	Postcode	Date Unclaimed	Net Amount	Reason
1019267	Estate of Samantha Kathryn Naudin-Dovey	6 Currawong Street	Noosa Heads	QLD	4567	28/03/2012	576.48	Refund of membership premiums
50004740	Cassandra Bibby	5 McPhee Place	Gunn	NT	0832	16/01/2013	940.50	Refund of membership premiums
138330	Estate of Elizabeth Maud Fitzgerald	20 Vaucluse Street	Wavell Heights	QLD	4012	13/04/2012	564.20	Refund of membership premiums
11007860	Sandra Wells	11 Seaview Parade	Deception Bay	QLD	4508	12/09/2013	647.01	Refund of membership premiums
315781	Estate of Mr David Shprem	4021-4 Parkland Boulevard	Brisbane	QLD	4001	12/05/2015	628.69	Refund of membership premiums

GAZ00094/18

Local Government Gazette Notices

All submissions to the Local Government Gazette must be received
before 12 noon on Wednesdays

For example:

- Local Government Planning Schemes
- Making of Local Laws

Email your submission in Word or PDF Format to:

gazette@hpw.qld.gov.au

A proof is formatted and emailed to you along with a quotation for your approval

Payment indicates the proof is approved to be published

The **final approval** to publish must be completed by close of business Wednesday to be included in Friday's Gazette

The weeks Combined Gazette is placed online Friday morning and can be downloaded or viewed at **www.qld.gov.au/publications**



CONTENTS

(Gazettes No. 31-34—pp. 163-198)

	Page
APPOINTMENTS	169-174
Hospital and Health Boards Act	
Mental Health Act	
Public Service Act	
University of the Sunshine Coast Act	
NOTICES / BYLAWS / DECLARATIONS / STATUTES	176-195
Education (General Provisions) Act	
Hospital and Health Boards Act	
Major Sports Facilities Act	
NOTIFICATION OF FORMS	195
Liquid Fuel Supply Act	
Residential Tenancies and Rooming Accommodation Act	
Bills Assented to.....	NIL THIS WEEK
ADVERTISEMENTS	196
Public Trustee Act	
Extraordinary Gazette (Premier and Cabinet)	163-164
Natural Resources, Mines and Energy Gazette.....	165-166
Transport / Main Roads Gazette.....	NIL THIS WEEK
Local Government Gazette	167-168
General Gazette	169-196