



# Queensland Government Gazette

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**FRIDAY 2 OCTOBER 2020**

## *Queen's Birthday Public Holiday*

### Public holiday gazette deadlines 2020

#### October

Mon	Tue	Wed	Thu	Fri
05	06	07	08	09
Queen's Birthday Public Holiday	Appointments submitted before <b>12 noon</b>  Final approval by <b>close of business</b>	All other gazette notices submitted before <b>12 noon</b>  Final approval by <b>close of business</b>		Gazette released Friday morning

Please contact the gazette team for any queries

**[gazette@hpw.qld.gov.au](mailto:gazette@hpw.qld.gov.au)**





# Queensland Government Gazette

**EXTRAORDINARY**

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**VOL. 385]**

**FRIDAY 25 SEPTEMBER 2020**

**[No. 24**

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*Acquisition of Land Act 1967  
State Development and Public Works Organisation Act 1971*

## **TAKING OF LAND NOTICE (No. 6) 2020**

### **Short title**

1. This notice may be cited as the *Taking of Land Notice (No. 6) 2020*.

### **Land taken**

2. The land described in Schedule 1 is taken by the Coordinator-General pursuant to section 125(1)(a) of the *State Development and Public Works Organisation Act 1971* for the purpose of the Rookwood Weir Project, and vests as an estate in fee simple in the State of Queensland (represented by the Department of Natural Resources, Mines and Energy).

## **SCHEDULE 1 Land Taken**

3. Shown as Lot 4 on preliminary Survey Plan 318753 cancelling Lot 3 on Crown Plan PN106 contained in Title Reference 50323286.
4. Shown as Lot 2 on preliminary Survey Plan 318749 cancelling Lot 1 on Survey Plan 136791 contained in Title Reference 50345328.

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## **ENDNOTES**

1. Made by the Governor in Council on 24 September 2020.
2. Published in the Gazette on 25 September 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of State Development, Tourism and Innovation.

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# Queensland Government Gazette

**EXTRAORDINARY**

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**VOL. 385]**

**MONDAY 28 SEPTEMBER 2020**

**[No. 25**

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**NOTICE OF APPROVED FORMS FOR THE *PLANNING ACT 2016***

I, the State Planner of the Planning Group of Queensland Treasury, do hereby notify that, pursuant to section 48 of the *Acts Interpretation Act 1954* and section 282 of the *Planning Act 2016*, I have used a delegated power and approved the following approved form:

1. a new version of DA Form 1 – Development application details (version 1.3) to replace DA Form 1 – Development application details (version 1.2).

A copy of DA Form 1 (version 1.3) is available for inspection and collection free of charge from Queensland Treasury at 1 William Street, Brisbane or online at <https://planning.dsdmip.qld.gov.au/planning/better-development/application-forms-and-templates>.

For further information, please email [bestplanning@dsdmip.qld.gov.au](mailto:bestplanning@dsdmip.qld.gov.au) or phone 3452 7629.

Kerry Doss  
State Planner  
Queensland Treasury

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# Queensland Government Gazette

## EXTRAORDINARY

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**VOL. 385]**

**TUESDAY 29 SEPTEMBER 2020**

**[No. 26**

Department of Justice and Attorney-General  
Brisbane, 29 September 2020

Under the *Magistrates Act 1991*, His Excellency the Governor, acting by and with the advice of the Executive Council, has approved that the undermentioned person be appointed as a magistrate on and from the date shown in the column titled 'Start Date'—

Name	Start date	First Place		Next Place	
		Place	Period	Place	Period
Jason Robert Vivian Schubert	30 September 2020	Rockhampton	One year	Rockhampton	One year

- (a) the place where the abovementioned person is first to constitute a Magistrates Court shall be the place shown opposite their name in the column titled 'First Place';
- (b) the period for which the abovementioned person is first to constitute a Magistrates Court at the place shown opposite their name in the column titled 'First Place' shall be the period shown opposite their name in the column titled 'First Place';
- (c) the place where the abovementioned person is next to constitute a Magistrates Court shall be the place shown opposite their name in the column titled 'Next Place'; and
- (d) the period for which the abovementioned person is next to constitute a Magistrates Court at the place shown opposite their name in the column titled 'Next Place' shall be the period shown opposite their name in the column titled 'Next Place'.

YVETTE D'ATH MP  
Attorney-General  
and Minister for Justice  
Leader of the House

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**TUESDAY 29 SEPTEMBER 2020**

**[No. 27**

*Public Service Act 2008*

## **PUBLIC SERVICE DEPARTMENTAL ARRANGEMENTS NOTICE (No.3) 2020**

### **Preliminary**

#### **Short title**

1. This notice may be cited as the *Public Service Departmental Arrangements Notice (No.3) 2020*.

#### **Commencement**

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

#### **Authority**

3. This notice is made under sections 14 and 15 of the *Public Service Act 2008*.

### **PART A – Establishment and declaration of a government entity**

4. The part of a department listed in Column 1 of the table below is established as a government entity, and declared to be part of the department and government entity listed in Column 2 of the table:

<b>Column 1</b>	<b>Column 2</b>
That part of the Office of Industrial Relations within the Department of Education responsible for providing prosecution services to the Work Health and Safety Prosecutor under the <i>Work Health and Safety Act 2011</i>	Department of Education, Office of Industrial Relations

### **PART B – Government entity amalgamated with, and declared to be part of, another government entity**

5. The government entity established under clause 4 of this notice listed in Column 1 of the table below is amalgamated with, and declared to be part of, the government entity listed in Column 2 of the table:

<b>Column 1</b>	<b>Column 2</b>
That part of the Office of Industrial Relations within the Department of Education responsible for providing prosecution services to the Work Health and Safety Prosecutor	Office of the Work Health and Safety Prosecutor established under the <i>Work Health and Safety Act 2011</i>

### **ENDNOTES**

1. Made by the Governor in Council on 29 September 2020.
2. Published in the Government Gazette on 29 September 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Public Service Commission.

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# Queensland Government Gazette

## NATURAL RESOURCES, MINES AND ENERGY

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**FRIDAY 2 OCTOBER 2020**

**[No. 28**

### *Acquisition of Land Act 1967*

#### **TAKING OF EASEMENT NOTICE (No 01) 2020**

##### **Short title**

1. This notice may be cited as the *Taking of Easement Notice (No 01) 2020*.

##### **Easement taken [ss.6 and 9(5) of the Act]**

2. The easement described in Schedule 2 is taken by Rockhampton Regional Council for drainage purposes and vests in Rockhampton Regional Council on and from 2 October 2020.

##### **Rights and obligations**

3. That the rights and obligations conferred and imposed by the easement include the matters set out in Schedule 1.

#### **SCHEDULE 1**

##### **1.0 INTERPRETATION**

###### **1.1 In this Easement -**

- a) 'Council' means ROCKHAMPTON REGIONAL COUNCIL and includes the successors in title of the Council;
- b) 'Easement Area' means the area of land affected by the Easement in the lot burdened by the Easement without limitation as to height or depth;
- c) 'facility' includes work;
- d) 'Land' means each lot burdened by the Easement;
- e) 'Land Title Act' means the *Land Title Act 1994*;
- f) 'local government' has the same meaning as the term 'local government' under the *Local Government Act 2009*;
- g) 'Owner' means each registered owner of an interest in the Land and the successors in title of each registered owner;
- h) 'structure' means anything built or constructed, whether or not attached to land;
- i) 'Works' means the Council's works at any time constructed, in the course of construction or to be constructed wholly or partly upon, beneath or above the surface of the Easement Area determined by the Council to be necessary for or in connection with the purpose for which this Easement is taken as well as works for the protection and/or support of all such things AND without limiting the generality of the abovementioned includes but is not limited to overland or underground drains, pipes, conduits and channels for the passage or conveyance of rainwater and other lawful discharges through, across or under the Easement Area together with manholes, field inlet pits and all other usual or necessary fittings and attachments including overland drains created by extensive excavation and incision which substantially alter the natural surface levels and contours of the Easement Area.

1.2 If any covenant or its application to the Owner, the Easement

Area or circumstances shall be or become invalid or unenforceable, the remaining covenants of this Easement are not to be affected and each covenant is to be valid and enforceable to the fullest extent permitted by law.

1.3 References to statutes regulations local laws or subordinate local law extend to all statutes regulations local law or subordinate local law amending consolidating or replacing the same.

1.4 If the Owner comprises two or more legal entities, their covenants bind them jointly and each of them severally.

##### **2.0 PURPOSE OF EASEMENT**

2.1 The Easement is taken by the Council to use the Easement Area for -

2.1.1 Drainage purposes; and

2.1.2 Any service, facility or activity of whatever description which the Council has authority to undertake, directly or indirectly in the exercise by the Council of its responsibilities and powers of local government within its local government area under a local government Act or otherwise directly or indirectly referable to the purpose stated in Article 2.1.1.

##### **3.0 WHAT THE COUNCIL IS ALLOWED TO DO**

3.1 To enable the Council to fully use the Easement Area for the purpose of this Easement, the Owner must allow the Council at any time without any interruption from the Owner or any occupier of the Land or any part of the Land to do all things upon, beneath or above the surface of the Easement Area at any time determined by the Council to be necessary for or in respect of the Works.

3.2 Without limiting the generality of the last mentioned but by way of example, the Owner or any other occupier of any part of the Land must allow the Council -

3.2.1 to place the Works wholly or partly upon, beneath or above the surface of the Easement Area;

3.2.2 to construct, operate, test, inspect, cleanse, maintain and repair the Works;

3.2.3 to alter, add to, augment, replace, extend or deviate the Works;

3.2.4 to dig up the surface and sub-surface of the Easement Area and remove any soil from the Easement Area;

3.2.5 to enter upon and remain, pass and repass on and over the Easement Area for all or any of the authorised purposes with or without vehicles, plant and equipment of any description whatsoever;

3.2.6 to take down any fencing on the Easement Area;

3.2.7 to run and pass water, sewage, fluids, stormwater, substances of any description, electric current, electric and gas

- transmissions, electronic signals and electronic transmissions through, from, to or about the Works or the Easement Area;
- 3.2.8 to clear and keep clear the Easement Area by any means or method and to cut and remove timber, trees and undergrowth from the Easement Area and dispose of the same by any method;
- 3.2.9 to construct and maintain on the Easement Area such access tracks, gates and appurtenant works as the Council shall consider necessary;
- 3.2.10 to do such other matters and things through, across, in or under the Easement Area as are incidental to the proper exercise of the rights conferred under this Easement.
- 3.3 In doing anything allowed in respect of the Easement, the Council is entitled to do those things by its employees, agents and invitees and with or without the use of all necessary motor vehicles, machinery, equipment and implements.
- 3.4 All soil which the Council determines is to be dug up from the Easement Area for or in respect of the Works -
- 3.4.1 becomes the property of the Council without Council being under any liability whatever to pay any amount to the Owner by way of compensation or otherwise; and
- 3.4.2 may be removed by the Council from the Easement Area at the cost and expense of the Council.
- 3.5 When an employee, agent or invitee of the Council enters onto and remains on the Easement Area under this Easement for or in respect of the Works and with or without the use of all necessary motor vehicles, machinery, equipment and implements -
- 3.5.1 the employee, agent or invitee of the Council is able to do so at any time;
- 3.5.2 the employee, agent or invitee of the Council may do so without any requirement for the Council or the employee or agent or invitee to obtain the further agreement of the Owner and/or any occupier of the Land;
- 3.5.3 consistent with the nature of the activity undertaken for or in respect of the Works, the Council is to reinstate, replace or restore the Easement Area or that part of the Easement Area to a condition determined by the Council to be appropriate in the then prevailing circumstances and the particular situation.
- 4.0 WHAT THE OWNER IS TO DO
- 4.1 To enable the Council to fully use the Easement Area for the purpose of the Works, neither the Owner nor any occupier of the Land or part of the Land is to do or permit to be done anything on or in respect of the Works or the Easement Area which could obstruct or interfere with the Works or the proper and effective use of the Works or the Easement Area by the Council.
- 4.2 Without limiting the generality of the lastmentioned but by way of example, the Owner or any other occupier of any part of the Land is not to -
- 4.2.1 build or erect any structure on, under or over the Easement Area unless specifically permitted, in writing, by Council;
- 4.2.2 plant trees or shrubs within the Easement Area or immediately adjacent to the Easement Area and, in the latter case, which could obstruct or interfere with the Works or the proper and effective use of the Works by the Council;
- 4.2.3 install concrete, bitumen or other pavement or driveways on the Easement Area or gardens or landscaping involving concrete, brick or other permanent materials;
- 4.2.4 remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material on the Easement Area or construct any roads, paths, dam wall or other earthworks on the Easement Area which would in any way obstruct or interfere with the property and effective use of the Works by the Council;
- 4.2.5 apart from external boundary fences across or along the Easement Area, which are not to be brick or masonry, fence the boundaries of the Easement Area in such a manner that Council's access to the Works could be obstructed or interfered with;
- 4.2.6 where the Works comprise or include a surface drainage channel or flow path, place or allow to be placed in on or adjacent to the Works material which could lessen the depth or alter the path of the channel;
- 4.2.7 erect any fence or other devices across larger gullies within the Easement or on the Easement boundary, or anywhere else within the Easement Area, where such a fence or device could obstruct the overland flow of water within the Easement;
- 4.2.8 alter the ground surface level of the Easement Area to expose Works or reduce or increase the depth of ground between Works and the ground surface level nor place temporary or permanent loads of any description in or on the Easement Area or on Land adjacent to the Easement Area which may affect the integrity of the Works;
- 4.2.9 do any act or make any omission which would or might jeopardize or prejudicially affect the safety or reliable working of the Works.
- 4.3 On the written application of the Owner, the Council may, at its absolute discretion, grant the Owner in writing a dispensation from compliance with one or more of the Articles specified in Article 4.2 on such terms and conditions as the Council may determine.
- 4.4 If the Owner or any occupier of the Land or part of the Land does or permits to be done anything on or in respect of the Works or the Easement Area which could obstruct or interfere with the Works or the proper and effective use of the Works by the Council, the Owner is to do immediately all things at the cost and expense of the Owner as are necessary to cease the obstruction or interference with the Works or the proper and effective use of the Works by the Council.
- 4.5 If, having failed to comply with Article 4.4, the owner fails to comply with a notice from Council specifying:
- 4.5.1 what Council requires the owner to do to remove the obstruction or stem the interference;
- 4.5.2 the period within which Council requires the Owner to take that action (which period is to be determined by Council having regard to the nature and extent of the obstruction for interference)
- Council may enter the Easement Area and remove the obstruction or stem the interference or otherwise do such acts or things as may be necessary to enforce the Council's rights hereunder.
- 4.6 All costs incurred by the Council (including the Council's usual administrative on costs and legal costs calculated on a solicitor and own client basis) in acting under Article 4.5 are a debt due and owing by the Owner to the Council payable by the Owner to the Council on demand.
- 5.0 REMOVAL OF FENCING
- 5.1 To gain access to the Easement Area the Council may pull down or break open any fencing on the Easement Area. However, if livestock are contained within the fenced area, the Council must give reasonable notice to the Owner to enable the Owner to secure the livestock.
- 6.0 REINSTATEMENT OF FENCING
- 6.1 The Council must either:
- 6.1.1 reinstate all fences (other than a fence erected in contravention of the exercise and performance of any of the rights and liberties of the Council under this Easement); or
- 6.1.2 if the fences are not reinstated, install a gate using materials and employing workmanship which is not less than the quality of the materials and workmanship in the existing fence. The gate installed pursuant to this sub-article becomes the property of the Owner of the fence in which the gate is installed and after installation must be maintained by the Owner.
- 6.2 If sub-article 6.1.2 applies and the gate is lockable, the Council must supply the Owner with a key or other device capable of locking and unlocking the gate when the gate is installed and the owner must not interfere with or change the gates locking device.
- 7.0 PROPERTY IN WORKS
- 7.1 The Works are and remain the property of the Council notwithstanding any actual or apparent affixing to or placing in the Easement area. The Council shall be solely responsible for the operation and maintenance of the Works.
- 8.0 WHO IS RESPONSIBLE FOR MAINTAINING THE EASEMENT AREA

- 8.1 In exercise of the Owner's right to use of the Easement Area (but in a manner not inconsistent with or in any way prejudicing the rights of the Council), the Owner is to keep and maintain the Easement Area.
- 8.2 For clarity, Article 8.1 does not require the Owner to address subsidence, erosion or other adverse effect to the Easement Area resulting from the installation or continuing existence or operation of the Works, all of which shall remain the obligation and responsibility of the Council to remedy.
- 8.3 Nothing herein is to operate or to take effect to relieve or to be deemed to relieve the Owner from the continuing need to comply at all times with the requirements of any local government Act, local law or subordinate local law that may have application to the Land or the Easement Area.
- 8.4 The Council is under no liability pursuant to the Land Title Act or otherwise to contribute towards the cost of keeping of the Easement Area in a condition appropriate for enjoyment of the easement.
- 9.0 RESOLUTION OF DISPUTES
- 9.1 Each dispute between the parties concerning this Easement or any issue arising therefrom must firstly be mediated by using the following mediation procedure:-
- 9.1.1 any party may initiate the procedure by serving a notice ("mediation notice") on the other;
- 9.1.2 the mediation notice must state that a dispute has arisen and identify what the dispute is about;
- 9.1.3 the parties must appoint a mediator within fourteen (14) days of service of the mediation notice, but if they fail to agree, a mediator must be appointed by the President of the Queensland Law Society Incorporated or any successor of that Society;
- 9.1.4 the parties must observe the instructions of the mediator about the conduct of the mediation;
- 9.1.5 if the dispute is not settled in thirty (30) days after the mediator is appointed, the mediation ceases.
- 9.2 The parties must share equally the costs of the mediation.

#### SCHEDULE 2

##### Central Region, Rockhampton Office Easement Taken

Easement A in Lot 8 on RP603507 on SP316475 (to be registered in Titles Registry), area about 8758 m<sup>2</sup>, part of Title Reference 30477208.

#### ENDNOTES

1. Made by the Governor in Council on 1 October 2020.
2. Published in the Gazette on 2 October 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources, Mines and Energy.
5. File Reference - 079/0022176.

#### NOTIFICATION OF RESTRICTIONS ON GRANT OF MINING TENEMENTS UNDER SECTION 391 OF THE MINERAL RESOURCES ACT 1989 AND GEOTHERMAL TENURES UNDER SECTION 33 OF THE GEOTHERMAL ENERGY ACT 2010

Pursuant to section 391 of the *Mineral Resources Act 1989* and section 33 of the *Geothermal Energy Act 2010*, I notify the prohibition of applications for all mining tenements and geothermal tenures in respect of the land described in schedule 1 below.

**The Hon. Dr Anthony Lynham MP**  
Minister for Natural Resources, Mines and Energy

#### Schedule 1

The land in the following Lot on Plan descriptions are included in restricted area RA404 —

**Lot 21 on Plan L371362, Lot 23 on Plan LX1912, Lot 5 on Plan LX2071, Lot 1 on Plan RP98849, Lot 1 on Plan LX2754, Lot 2 on Plan LX2754, Lot 3 on Plan LX2754, Lot 16 on Plan LX1925, Lot 1723 on Plan L37994 and Lot 1 on Plan RP194600**

*Place Names Act 1994*  
**PLACE NAME DECISION NOTICE (No 05) 2020**

**Short title**

1. This notice may be cited as the *Place Name Decision Notice (No 05) 2020*.

**Notice of Place Name Decision [s.11 of the Act]**

2. Notice is given that **The Hon. Dr Anthony Lynham MP**, Minister for Natural Resources, Mines and Energy has decided to change the name of the place in Schedule 1 to the name set out in Schedule 2.

**SCHEDULE 1**

Name	Feature	Local Government Area	Geog. Co-ords		Plan No.	Remarks
			Lat. S.	Long. E.		
Black Gin Creek	Watercourse	Rockhampton Regional	23°16'00"	150°21'00"		Changed to Dundula Creek

**SCHEDULE 2**

Name	Feature	Local Government Area	Geog. Co-ords		Plan No.	Remarks
			Lat. S.	Long. E.		
Dundula Creek	Watercourse	Rockhampton Regional	23°16'12"	150°20'41"	QPN1404	Previously Black Gin Creek

**ENDNOTES**

- Published in the Gazette on 2 October 2020.
- The decision shall take effect from 2 October 2020.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources, Mines and Energy.
- Datum of Co-ordinates:- Geocentric Datum of Australia 2020.

*Place Names Act 1994*  
**PLACE NAME DECISION NOTICE (No 06) 2020**

**Short title**

1. This notice may be cited as *Place Name Decision Notice (No 06) 2020*.

**Notice of Place Name Decision [s.11 of the Act]**

2. Notice is given that **The Hon. Dr Anthony Lynham MP**, Minister for Natural Resources, Mines and Energy has made a decision to alter the boundaries of the places set out in the Schedule.

**SCHEDULE**

Name	Feature	Local Government Area	Geog. Co-ords		Plan No.	Decision
			Lat. S.	Long. E.		
Lockhart River	Locality	Cook Shire	13°13'49"	143°40'31"	QPN1406	#16023 28/08/2020
Lockhart River	Locality	Lockhart River Shire	13°00'12"	143°14'28"	QPN1406	#16023 28/08/2020
Blenheim	Locality	Lockyer Valley Regional	27°39'21"	152°19'02"	QPN1060	#20035 28/08/2020
Rockside	Locality	Lockyer Valley Regional	27°42'09"	152°17'05"	QPN1060	#20035 28/08/2020
Kiels Mountain	Locality	Sunshine Coast Regional	26°39'30"	153°00'01"	QPN1242	#20039 15/09/2020
Forest Glen	Locality	Sunshine Coast Regional	26°40'24"	153°00'04"	QPN1242	#20039 15/09/2020
Chermside	Suburb	Brisbane City	27°22'59"	153°02'09"	QPN871	#20036 22/09/2020
Wavell Heights	Suburb	Brisbane City	27°23'34"	153°02'49"	QPN830	#20036 22/09/2020

**ENDNOTES**

- Published in the Gazette on 2 October 2020.
- The decisions shall take effect from the date stated in the Decision column of the schedule.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources, Mines and Energy.
- Datum of Co-ordinates:- Geocentric Datum of Australia 2020.





# Queensland Government Gazette

## TRANSPORT AND MAIN ROADS

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**[No. 29**

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

### **TAKING OF LAND NOTICE (No. 3397) 2020**

#### **Short title**

1. This notice may be cited as the *Taking of Land Notice (No. 3397) 2020*.

#### **Land to be taken [s.15C(5) of the *Acquisition of Land Act 1967*]**

2. Following agreement in writing, the land described in the Schedule is taken for the purpose of transport, in particular, road purposes 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**

An area of about 5267 square metres being part of Lot 133 on Crown Plan CWL2915 contained in Title Reference: 21044172.

As shown approximately on Plan R203-941(B) held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Cassowary Coast Region  
Bruce Highway (Ingham – Innisfail)  
Feluga Intersection  
495/5969; 10405

#### **ENDNOTES**

1. Made by the Governor in Council on 24 September 2020.
2. Published in the Gazette on 2 October 2020.
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

## GENERAL

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[No. 30

*Newstead House Trust Act 1939*

### NEWSTEAD HOUSE BOARD OF TRUSTEES (APPOINTMENT) ORDER 2020

#### Short title

1. This Order in Council may be cited as the *Newstead House Board of Trustees (Appointment) Order 2020*.

#### Commencement

2. This Order in Council commences on 2 November 2020.

#### Appointment

3. Pursuant to section 3 of the *Newstead House Trust Act 1939*, the following individuals be appointed as a member of the Newstead House Board of Trustees up to and including 1 November 2023 –

**Claire MOORE**, representative of the government nominated in that behalf by the Minister for Environment and the Great Barrier Reef, Minister for Science and Minister for the Arts, such member shall be chairperson of the trust;

**Tracy DAVIS**, representative of the Brisbane City Council, nominated on that behalf by the Brisbane City Council; and

**Dean PRANGLEY**, representative of the Royal Historical Society of Queensland, nominated in that behalf by the Royal Historical Society of Queensland.

#### ENDNOTES

1. Made by the Governor in Council on 1 October 2020.
2. Published in the Gazette on 2 October 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Environment and Science.

Queensland Health  
Brisbane, 29 September 2020

I wish to notify that under the provisions of the *Hospital and Health Boards Act 2011*, I approve the urgent appointment of Ms Susan Hadfield as a member of the Torres and Cape Hospital and Health Board for a term of six months commencing on 29 September 2020 up to and including 28 March 2021.

Steven Miles MP  
Deputy Premier and  
Minister for Health and  
Minister for Ambulance Services



Public Service Commission

# Supporting employees affected by workplace change

Directive: 18/20

Effective date: 02/10/20

Supersedes: 17/16

## 1. Purpose

To establish a framework to give effect to the government's commitment to employment security where employees are displaced following workplace change.

## 2. Authorising provisions

This directive is made pursuant to sections 53 and 138 of the *Public Service Act 2008* (PS Act).

## 3. Application

- 3.1 Unless otherwise stated, this directive applies to tenured public service employees as defined in section 9 of the PS Act.
- 3.2 This directive applies to the following entities (each entity being an 'agency' for this directive) and their employees:
  - (a) departments
  - (b) public service offices listed in schedule 1 of the PS Act
  - (c) an entity declared to be a public service office under a regulation and where the regulation applies this directive to the entity (sections 22–23 of the PS Act).
- 3.3 This directive does not apply to a decision to convert an employee to permanent employment under the directives relating to fixed term temporary employment and casual employment. This means that the review of the status of a fixed term temporary or casual employee should occur without considering affected employees under this directive.
- 3.4 Section 52 of the PS Act outlines the relationship between a directive and industrial instrument including how to deal with inconsistencies.

# Directive

## 4. Principles

- 4.1 The government's commitment to employment security, as a key component of fairness for employees, is set out in the Employment Security Policy. Consistent with the policy, agencies and employees are responsible for pursuing best value service delivery through performance improvement and skills development strategies in preference to downsizing, restructuring or outsourcing.
- 4.2 Notwithstanding clause 4.1, the government acknowledges that workplace change may occur that impacts on staffing requirements, including as a result of external (e.g. Federal Government) initiatives. Where such change occurs:
  - (a) open and timely communication will underpin the actions of agencies and employees





- (b) priority of continuity of employment will be given to existing permanent employees
  - (c) temporary employees whose services are no longer required will be managed in accordance with the directive relating to temporary employment end of contract payments
  - (d) affected permanent employees will be actively supported to find suitable alternative employment, including through effective case management (see clause 8)
  - (e) affected permanent employees will actively participate in efforts to find suitable alternative employment
  - (f) agencies will notify the relevant employee organisation(s) of the change and workforce strategies for affected employees. The timing of such notification must be reasonable having regard to the scale and context of staffing impacts.
- 4.3 Implementation of workplace change strategies in accordance with this directive is the responsibility of the agency in which the change is occurring.
- 4.4 The provisions of this directive operate in addition to the provisions about workplace (organisational) change in relevant industrial instruments.
- 4.5 Under the *Human Rights Act 2019*, decision makers have an obligation to act and make decisions in a way that is compatible with human rights, and when making a decision under this directive to give proper consideration to human rights.

## 5. Governance arrangements

- 5.1 Where workplace change is being considered that is reasonably likely to result in the displacement of employees, agencies must consult early with the Public Service Commission (PSC) on the development of appropriate workforce strategies, including:
- (a) communication strategies for employees and their employee organisations
  - (b) where applicable, the potential scope and process for inviting and considering expressions of interest in voluntary redundancies (see clause 6)
  - (c) appropriate governance arrangements.
- 5.2 In determining the appropriate governance arrangements, the scale and scope of the potential workplace change must be considered, including:
- (a) the number of employees likely to be affected
  - (b) whether the change impacts a single, or multiple agencies
  - (c) the location of the potential change
  - (d) any other factors the agency(ies) or PSC consider relevant.
- 5.3 Governance arrangements for large scale and/or cross agency workplace change should include a forum involving affected agencies, the PSC, the agency responsible for public sector industrial relations and relevant employee organisations.

## 6. Actions following workplace change

- 6.1 Where workplace change results in permanent employees being displaced from a substantive (ongoing) role, agencies and affected employees must work cooperatively to transfer (or with the employee's consent, redeploy) the employee to a suitable alternative (ongoing) role.
- 6.2 Where a suitable alternative role cannot be immediately identified, the agency must notify the affected employee in writing that they will be registered for priority transfer (and/or redeployment) in accordance with this directive.
- 6.3 Notwithstanding clause 6.2, an agency will consider expressions of interest initiated by affected employees for a voluntary redundancy.





- 6.4 The agency may also invite employees to express interest in a voluntary redundancy where there is a reasonable basis for believing the cohort of affected employees would be interested in receiving such an invitation.
- 6.5 An expression of interest under clause 6.3, or an invitation to express interest under clause 6.4, does not oblige the agency to make an offer nor an affected employee to accept an offer.
- 6.6 An offer of a redundancy is on the terms provided for in the directive relating to early retirement, redundancy and retrenchment.

## 7. Registration process

- 7.1 Agencies must maintain a register of affected employees for priority transfer (and/or redeployment) to facilitate the placement of such employees into suitable alternative substantive roles.
- 7.2 Registering employees must advise whether they wish to be considered for transfers only or also for redeployment. Where an affected employee elects to be considered for redeployment they must specify the lowest classification level to which they consent to being redeployed.
- 7.3 The registration process must be jointly undertaken by the affected employee and their case manager (see clause 8), as soon as practical after the employee has been notified under clause 6.2.
- 7.4 When registering, an affected employee must:
  - (a) nominate between one and three role categories in which they have the most skills and experience
  - (b) attach a copy of their current resume, including details of at least one referee who can comment on their conduct and performance within the last 12 months
  - (c) advise of any preferred alternative employment locations (towns/cities). It is important to note that while such preferences will be considered, transfers (and/or redeployments) may occur (in accordance with clauses 9 and 10) to any location where a suitable alternative role becomes available.<sup>1</sup>

## 8. Actions to support employment security

- 8.1 Agencies and affected employees must work cooperatively in supporting employment security, as set out in the Employment Security Policy and this directive.
- 8.2 Prior to referral of a vacancy for service wide priority transfer, redeployment or secondment (see clause 9) or filling by other means, agencies must consider whether any of their affected (displaced) employees can be transferred, redeployed or seconded.
- 8.3 A case manager must be assigned to support an affected employee who has been displaced following workplace change. The case manager's role includes, but is not limited to:
  - (a) assisting the affected employee to understand and participate in the placement process, including, where needed, providing or facilitating support to prepare resumes and/or participate in selection activities
  - (b) identifying and facilitating appropriate training, re-training and development for the affected employee



<sup>1</sup> Where an employee is transferred or redeployed to an alternative location, the directive relating to transfer and appointment expenses applies.



- (c) working with relevant managers to ensure the affected employee is provided with meaningful duties, including identifying, and where appropriate, facilitating temporary placements for the employee to develop experience/skills. This may include the releasing agency funding short-term placements
  - (d) working with the affected employee to identify and refer the affected employee for suitable alternative vacancies (see clause 9)
  - (e) assisting the affected employee to take appropriate action in response to feedback if the employee is unsuccessful after applying or being referred for a role.
- 8.4 An affected employee is responsible for participating in reasonable opportunities for retraining/development and transfer (and, if they have consented to it, redeployment). This includes, but is not limited to:
- (a) actively participating in the placement process
  - (b) working with their case manager to identify and undertake appropriate (re)training and development opportunities
  - (c) positively engaging in suitability assessments
  - (d) identifying, and where appropriate, applying for vacancies outside the referral process
  - (e) as appropriate, taking action in response to feedback from selection or referral processes.
- 8.5 The PSC will support effective case management through the provision of advice and support to agencies on the role and responsibilities of case managers and maintaining a database of referred vacancies (see clause 9).

## 9. Referral of vacancies for service-wide priority transfers, redeployment and longer term secondment

- 9.1 To support the placement of affected employees into suitable alternative roles, the Commission Chief Executive (CCE) will direct the referral of a class or classes of vacancies for service-wide priority transfers, redeployment or longer term secondments.
- 9.2 Vacancies referred under clause 9.1 will be distributed to all agencies for identification of possible matches with their registered employees prior to filling by any other means.
- 9.3 The CCE may approve the concurrent advertising of vacancies with referral only where there is a demonstrable adverse impact on the agency by delaying broader advertising.
- 9.4 Where a releasing agency identifies a possible match, they must refer the relevant employee/s by submitting a short statement outlining the reason for possible suitability to the receiving agency, along with the employee's resume.
- (a) A full-time employee may only be referred for a part-time vacancy with their consent.
  - (b) A part-time employee may be referred to a full-time vacancy. The employee may elect to maintain their current part-time percentage, or increase their part-time percentage or agree to a full-time role.
- 9.5 Unless otherwise determined by the CCE:
- (a) releasing agencies have seven calendar days in which to make referrals (the referral period)
  - (b) if no referrals have been made within the referral period, the receiving agency may proceed to fill by other means.
- 9.6 Under clause 9.5 the CCE, based on known or anticipated workforce change, may:
- (a) extend the referral period; and/or
  - (b) provide directions to the receiving agency about subsequent actions to fill if no appointment is made as a result of a referral (including limiting the advertising of a vacancy).





## 10. Suitability assessments

- 10.1 Where an affected employee is referred under clauses 8.2 or 9 a suitability assessment must be undertaken by the receiving agency. A representative of the releasing agency must be involved in the suitability assessment process.
- 10.2 Where a part-time employee, or a full-time employee who is currently working part-time (e.g. following parental leave), is referred for a role available on a full-time basis, the receiving agency must proceed with the suitability assessment, including considering what arrangements can be put in place to enable the employee to undertake the role part-time (e.g. job-sharing).
- 10.3 Unless exceptional circumstances exist the suitability assessment process should take no more than seven business days from referral of the possible match to advice of outcome.
- 10.4 Where an affected employee is assessed as suitable, a transfer or secondment (at level) direction, or a redeployment or secondment (to a lower level) offer is made, with date of effect specified.<sup>2</sup>
  - (a) The date of commencement of duty must be discussed between the employee and the receiving agency, taking into account, as applicable, approved leave and/or a current placement. Where an employee is not on leave, or undertaking a placement (e.g. a secondment) a commencement date of two calendar weeks will generally be considered appropriate.
  - (b) An affected employee may make a submission to the releasing agency that the transfer or secondment (at level) direction is unreasonable. This submission should be made within five business days of notification of the transfer direction. If the submission is accepted, the transfer or secondment direction is withdrawn. If the submission is not accepted, the transfer or secondment direction stands.<sup>3</sup>
  - (c) Notwithstanding clause 10.4(b), an affected employee may decline a transfer or secondment (at level) direction on one occasion only without having to demonstrate unreasonableness. In such cases, the employee remains on the register and eligible for further referrals.
  - (d) An affected employee who is placed on a secondment remains registered to enable them to continue to be considered for permanent (ongoing) roles.
  - (e) An affected employee's agreement to a redeployment/secondment to a lower level should be recorded in writing.
- 10.5 The recruiting manager must notify the affected employee and their case manager of the outcome of the suitability assessment within two business days of the assessment process being completed.
- 10.6 Where more than one affected employee is assessed as suitable, recommendations for appointment shall be on the basis of relative merit between the employees. Any unsuccessful employees (and their case manager) must be provided with constructive feedback by the recruiting manager to assist them in future referrals and applications.
- 10.7 Where the affected employee is assessed as unsuitable, a suitability report must be completed and discussed between the heads of human resources of the releasing and receiving agencies to ensure the requirements of this directive have been met.
- 10.8 Affected employees who are assessed as unsuitable must be provided with a copy of the suitability report and with constructive feedback by the recruiting manager to assist them in future referrals and applications. Unless otherwise agreed between the parties, feedback is to be provided within two business days of the suitability report being provided to the affected employee. Feedback must also be shared with the case manager to assist in the performance of their role (e.g. identifying developmental or training requirements).

<sup>2</sup> Under the PS Act, a chief executive may direct a: transfer or secondment (at level); or a redeployment or secondment to a lower level, which may only occur with the employee's consent (see sections 120 and 133).

<sup>3</sup> See section 134 of the PS Act about the consequence of a refusing a transfer.





## 11. Case management review

- 11.1 If an affected employee has not been transferred (or redeployed) to a suitable alternative role within four months of being registered, a review must be undertaken on the actions taken to support their employment security.
- 11.2 The review must be jointly undertaken by the affected employee and their agency. An employee can also request that their industrial representative be party to the review.
- 11.3 The review must, at minimum, consider actions taken by the releasing agency and affected employee in accordance with clause 8.
- 11.4 Subject to clause 11.6, the review report must:
  - (a) set a further review period, generally four months
  - (b) identify actions to be taken by the releasing agency and employee during the further review period.
- 11.5 A copy of the review report must be provided to the affected employee (and if applicable, their industrial representative). The affected employee is entitled (but not required) to provide a written response to the report which, if provided, must be appended to the report.
- 11.6 Where following a review, the releasing agency is considering retrenchment (see clause 14), there is no requirement to set a further review period, nor to identify actions to be taken under clause 11.4.

## 12. Salary maintenance for transfer and redeployment

- 12.1 An affected employee who is transferred at level is to be paid their salary and any applicable allowances by the receiving agency from the date of duty.
- 12.2 An affected employee who is redeployed is to be paid by the receiving agency at the top pay point of their new classification level plus any applicable allowances.
- 12.3 In addition to salary arrangements under clause 12.2, the affected employee is entitled, for a period of 12 months following redeployment, to be paid the salary and allowances applicable to the substantive role which they held prior to redeployment. The releasing agency is to fund the difference between salary and allowances to be paid by the receiving agency and the salary and allowances the affected employee would have been entitled to if they had remained in their substantive position. The affected employee will receive salary increases determined by the applicable industrial instrument in the receiving agency.
- 12.4 An affected employee who redeployes under this directive and who, within two years of the redeployment, is subsequently promoted to:
  - (a) the classification level they held prior to redeployment, is entitled to be appointed at the increment level they held prior to redeployment
  - (b) a classification level lower than that which they held prior to redeployment, is entitled to negotiate the pay-point to which they are appointed.
- 12.5 For tenured senior executives and for senior officers who have been redeployed, the arrangements outlined in clause 12.3 are to include any applicable remuneration packaging arrangements specified in a current directive relating to senior executive employment conditions or senior officer employment conditions, as applicable.
- 12.6 Other than as provided for in clause 12.3, affected employees transferred or who accept a redeployment:
  - (a) across streams of a classification system; or
  - (b) to a role which is subject to different conditionswill be paid in accordance with the current directive relating to transfer within and between classification levels and systems and otherwise assume the employment conditions of the role.







### 13. Salary arrangements for secondments

- 13.1 Subject to clause 13.2, salary costs for an affected employee seconded (at level) in a temporary vacancy are to be met by the receiving agency.
- 13.2 Where an affected employee accepts a secondment at a salary level lower than their substantive level, the income difference will be paid by the releasing agency (i.e. as per clause 12.3). This provision includes differences in salary due to conditions established by award and certified agreement.
- 13.3 Salary maintenance paid during secondments will count towards the salary maintenance period referenced in clause 12.3, unless otherwise determined by the chief executive(s).

### 14. Retrenchment

- 14.1 The Employment Security Policy provides that a retrenchment (an involuntary redundancy) may only occur in exceptional circumstances and with the approval of the CCE.
- 14.2 If a releasing agency considers that exceptional circumstances exist, a submission must be made to the CCE and must include, as a minimum:
  - (a) the most recent review report (as per clause 11)
  - (b) any response of the affected employee to the review report.
- 14.3 The CCE may request any information they consider appropriate to enable the submission to be considered.
- 14.4 After considering the submission, the CCE may:
  - (a) decline the retrenchment. If the CCE declines the retrenchment, the releasing agency must continue to manage the affected employee in accordance with this directive, including setting a further review period and actions as per clause 11.4. The CCE may also require specific actions to be undertaken to support the affected employee; or
  - (b) approve the retrenchment. If the CCE approves the retrenchment, the releasing agency may proceed in accordance with the directive relating to early retirement, redundancy and retrenchment in consultation with the affected employee.

### 15. Records and reporting

- 15.1 Releasing agencies must maintain appropriate records of activities undertaken to support the placement of affected employees under this directive.
- 15.2 Agencies must conduct an annual self-assessment of their actions under this directive for the previous financial year, including the effectiveness of case management. A copy of the assessment must be provided to the PSC.<sup>4</sup>
- 15.3 Chief executives must otherwise report on the implementation of this directive as required by the CCE.
- 15.4 Records must be retained and disposed of in accordance with the Queensland State Archives' General Retention and Disposal Schedule for Administrative Records.

### 16. Transitional provisions

- 16.1 Other than as provided for in clause 16.2, the provisions of this directive commence from the effective date of this directive, including in relation to employees to whom the superseded Directive 17/16 has been applied.
- 16.2 Where an employee has been offered a voluntary redundancy under Directive 17/16, the offer remains valid and able to be accepted. If the offer is declined, the provisions of this directive takes effect from the date of decline.



<sup>4</sup> The PSC will provide agencies with information on the timing and form of the assessment.





## 17. Appeals

17.1 An employee who is aggrieved by a decision to take, or not take, action under this directive may have a right of appeal in accordance with chapter 7 of the PS Act and the Appeals directive.

## 18. Definitions

Unless otherwise provided, the terms in this directive have the meaning prescribed in the PS Act.

**Affected employee** means a tenured employee who has been unable to be substantively allocated to a role following workplace change (i.e. a surplus employee). It does not include persons who need or are seeking alternative placements as a result of decisions under sections 178 (mental or physical incapacity) or 188 (discipline action) of the PS Act or following a transfer request.

**Agency**—see application section.

**Meaningful duties** means duties that are commensurate with the substantive classification level of the affected employee.

**Receiving agency** means an agency which has referred a vacancy and/or to which an affected employee is placed on a permanent or temporary basis and may be the same as the releasing agency.

**Redeploy** has the meaning prescribed in the PS Act, namely the employment of the employee, with their consent, at a lower classification level, on an ongoing (permanent) basis. Redeployment can have implications for the payment of leave, superannuation etc. An employee considering redeployment may wish to discuss the implications with their human resources areas.

**Referred vacancy** means a vacancy that is unable to be filled by an agency's own affected employees and has been referred for whole of service priority transfer, redeployment or secondment.

**Releasing agency** is the agency in which an affected employee holds tenure.

**Role categories** means the occupational groups used on Smart Jobs and Careers for advertising.

**Suitable alternative employment** means a role, at the employee's substantive classification level (or, with their consent, a lower level), that the employee is suitable for. Suitable alternative roles may be identified within the employee's existing work area, in other areas of their current agency or in other agencies across the public service.

**Suitability assessment** must (at minimum) include a review of the employee's resume, a conversation with the employee and a referee check (as per the recruitment and selection directive). The receiving agency is responsible for determining whether additional assessment strategies need to occur to reasonably enable a determination of the employee's suitability for the role.





**Suitable/suitability** is a merit based assessment under which an employee is considered suitable (meritorious) for a role if they have the skills and abilities necessary to meet the requirements of the role to a satisfactory level, given reasonable training, re-training and on-the-job experience, and are fit to undertake the role with reasonable adjustment, if required. In considering suitability, agencies must consider the transferability of an employee's existing skills and abilities to a new context.

**Suitability report** is a statement outlining the agency's assessment of the employee's suitability against the key attributes for the role. Where an employee is assessed as unsuitable, the suitability report must address why reasonable training, induction and on-the-job experience would not enable the employee to satisfactorily undertake the role.

**Workplace change** includes decisions that affect the services and programs an agency delivers, its workforce structures or establishment.

## 19. Related resources and reference materials

This material does not form part of the directive but may assist in the interpretation and application of the directive and should be considered by decision makers.

- Sections 25, 42, 46, 53, 55, 120, 133, 134, 138 and 178 of the PS Act are relevant provisions for supporting employees affected by workplace change.
- [Directives](#) on:
  - Early retirement, redundancy and retrenchment
  - Transfer and appointment expenses
  - Appeals
  - Recruitment and selection
- [Employment Security Policy](#)
- Organisational change provisions of relevant industrial instruments.
- [Superseded directives](#) 06/13, 06/12, 12/09, 4/99, 4/02, 31/99, 3/99, 4/98 and 20/97



## 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](mailto:qirc.registry@qirc.qld.gov.au)

Web Address: [www.qirc.qld.gov.au](http://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](mailto: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)
<b>DEPARTMENT OF CHILD SAFETY, YOUTH AND WOMEN</b>				
345326/20	Advisor, Right to Information – Information Privacy and Redress, Legal Services – General Counsel, Corporate Services, Brisbane (AO5)	Date of duty	Seeto, Justin	Information Support Officer, Right to Information – Privacy and Redress, Legal Services General Counsel, Corporate Services, Brisbane (AO4)
331898/20	Senior Child Safety Officer, Child and Family, Region – South West Queensland, Service Delivery, Toowoomba (PO4)	Date of duty	Gould, Betina	Child Safety Officer, Child and Family, Region – South West Queensland, Service Delivery, Toowoomba (PO3)
350052/20	Child Safety Officer, Child and Family, Region – Northern Queensland, Services Delivery, Mount Isa (PO3)	Date of duty	Blair, Christine	Child Safety Officer, Child Family and Community Service, Region – North Queensland, Disability Services, Mount Isa (PO2)
348671/20	Senior Team Leader, Child and Family, Region – Moreton, Service Delivery, Caboolture (PO5)	Date of duty	Cherrie, Jessica	Senior Child Safety Officer, Child and Family, Region – Moreton, Service Delivery, Caboolture (PO4)
338030/20	Senior Advisor (Investigations), Office of Chief Human Resource Officer, People and Culture, Corporate Services, Brisbane (AO6)	Date of duty	Norman, Tiffany	Review Officer, People Services, Office of Chief Human Resource Officer, People and Culture Governance, Corporate Services, Brisbane (AO5)

### DEPARTMENT OF EDUCATION

NQR 350359/20P	Head of Special Education Services, Cloncurry State School P-12 – Special Education Program, North Queensland Region (HOSSES2)	02-11-2020	Dowley, Elli Reay	Teacher, Nanango State School – Special Education Program, Darling Downs South West Region (TCH)
MER 347595/20P	Head of Department – The Arts, Brisbane South State Secondary College, Metropolitan Region (HOD)	06-10-2020	Place, Renee	Teacher, Indooroopilly State High School, Metropolitan Region (TCH)
MER 350266/20P	Head of Department – Curriculum, Indooroopilly State High School, Metropolitan Region (HOD)	06-10-2020	Terret, Michelle Suzette	Teacher, Indooroopilly State High School, Metropolitan Region (TCH)

**APPOINTMENT PART I – APPEALABLE**

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
MER 347603/20P	Head of Department – Junior Secondary, Brisbane South State Secondary College, Metropolitan Region (HOD)	06-10-2020	Ross, Nina Kay	Teacher, Burpengary State Secondary College, North Coast Region (TCH)
NCR 349857/20P	Head of Department – Health and Physical Education, North Lakes State College, North Coast Region (HOD)	06-10-2020	Mawston, Christopher John	Teacher, North Lakes State College, North Coast Region (TCH)
NCR 350395/20P	Head of Department – Science, Narangba Valley State High School, North Coast Region (HOD)	21-01-2021	Jeffries, Dane Mitchell	Teacher, Murrumba State Secondary College, North Coast Region (TCH)
MER 351467/20P	Head of Department – Science, Queensland Academy for Science Mathematics and Technology, Metropolitan Region (HOD)	06-10-2020	De Freitas Pessoa, Catherine Rose	Teacher, Queensland Academy for Science Mathematics and Technology, Metropolitan Region (TCH)
DSR 351474/20P	Head of Department – Health and Physical Education, Dalby State High School, Darling Downs South West Region (HOD)	06-10-2020	Berry, Derek John Dennis	Teacher, Park Ridge State High School, South East Region (TCH)
NCR 349595/20P	Head of Special Education Services, Torquay State School – Special Education Program, North Coast Region (HOSES2)	06-10-2020	English, Mieka	Teacher, Dakabin State High School – Special Education Program, North Coast Region (TCH)
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	Anderson, Zoe-Cherie	Teacher, Meridan State College, North Coast Region (TCH)
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	West, Kasey Brook	Teacher, Chancellor State College, North Coast Region (TCH)
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	Gaedtke, Scott Marcus	Teacher, Maroochydore State High School, North Coast Region (TCH)
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	Brown, Brent Thomas	Teacher, Coolum State High School, North Coast Region (TCH)
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	Mullen, Mitchell Kieran	Teacher, The Gap State High School, Metropolitan Region (TCH)
SER 349846/20P	Head of Department – Mathematics, Miami State High School, South East Region (HOD)	05-10-2020	Campbell, Todd Andrew	Teacher, Miami State High School, South East Region (TCH)

**DEPARTMENT OF EDUCATION – OFFICE OF INDUSTRIAL RELATIONS**

* 343579/20	Principal Review Officer, Review and Appeals, Workers' Compensation Regulatory Services, Brisbane City (AO6)	Date of duty	Jones, Jayden	Senior Review and Appeals Officer, Review and Appeals, Brisbane (AO5)
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\* Organisational unit advertised as Workers' Compensation Policy and Services.

**APPOINTMENT PART I – APPEALABLE**

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
<b>DEPARTMENT OF HOUSING AND PUBLIC WORKS</b>				
* 30353/19	Senior Customer Service Manager, Housing Service Centre, Service Delivery, Housing, Homelessness and Sport, Ipswich (AO6)	Date of duty	Macheson-Brandley, Annette	Client Service Manager, Service Delivery, Housing, Homelessness and Sport, Ipswich (AO5)
# 345747/20	Performance and Assurance Manager, Customer Channels, Queensland Shared Services Strategy and Engagement, Digital Technology and Services, Brisbane (AO7)	Date of duty	Cannon, Angela	Operations Officer ICT, Queensland Share Services Customer Channels, Smart Service Queensland, Service Delivery and Operations, Queensland Government Customer and Digital Group, Brisbane (AO5)
345736/20	Customer Support Manager, Customer Channels, Queensland Shared Services Strategy and Engagement, Digital Technology and Services, Brisbane (AO8)	Date of duty	Azzopardi, Sarah	Team Leader, Queensland Shared Services Customer Channels, Smart Service Queensland, Service Delivery and Operations, Queensland Government Customer and Digital Group, Brisbane (AO6)

\* Advertised as various locations.

# ICT refers to Information and Communications Technology.

**QUEENSLAND POLICE SERVICE**

337535/20	Executive Assistant, Regional Operations, Brisbane (AO4)	Date of duty	Hughes, Kimberley Anne	Executive Assistant, Policy and Performance, Brisbane (AO3)
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**QUEENSLAND TREASURY**

340693/20	Investigations Officer, Payroll Tax, Office of State Revenue, Brisbane (AO4)	Date of duty	Kido, Christina	Service Officer, Operations, Duties and Grants, Office of State Revenue, Brisbane (AO3)
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**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
<b>DEPARTMENT OF EDUCATION</b>			
CQR 348410/20P	Principal, Walkerston State School, Central Queensland Region (Lv4)	21-09-2020	Russell, Darren Lee
MER 349973/20P	Principal, Goodna Special School, Metropolitan Region (Lv6)	06-10-2020	Watson, Fleur Margaret

**APPOINTMENTS PART II – NON-APPEALABLE**

Reference Number	Vacancy	Date of Appointment	Name of Appointee
NCR 349312/20P	Deputy Principal (Special Education), Mango Hill State School – Special Education Program, North Coast Region (DP)	21-01-2021	Warner, Ellaine Glenda
MER 350174/20P	Head of School, Indooroopilly State High School, Metropolitan Region (Lv5)	06-10-2020	Barraud, Timothy Luke Allan
MER 350174/20P	Head of School, Indooroopilly State High School, Metropolitan Region (Lv5)	06-10-2020	Weeks, Derek Roland
MER 350508/20P	Principal, Narbethong State Special School, Metropolitan Region (Lv6)	06-10-2020	Tait, Kerry Maree
MER 347598/20P	Head of Department – Health and Physical Education, Brisbane South State Secondary College, Metropolitan Region (HOD)	06-10-2020	Tabrett, John Anthony
MER 347599/20P	Head of Department – Humanities/Languages, Brisbane South State Secondary College, Metropolitan Region (HOD)	05-10-2020	Kosanovic, Strachan Owen
MER 347597/20P	Head of Department – Science, Brisbane South State Secondary College, Metropolitan Region (HOD)	06-10-2020	Bannan, Jennifer Louise
DSR 349784/20P	Deputy Principal, Murgon State School, Darling Downs South West Region (DP)	06-10-2020	Sarev, John Bruce
CQR 350839/20P	Deputy Principal, Moranbah State High School, Central Queensland Region (DP)	23-11-2020	Spain, Ashley James
FNR 350962/20P	Head of Department (Curriculum), Kuranda District State College, Far North Queensland Region (HODC)	21-01-2021	Goff, Stephanie
MER 351716/20P	Deputy Principal, Mitchelton Special School, Metropolitan Region (DP)	05-10-2020	Mutch, Katrina
MER 350835/20P	Deputy Principal, Kedron State High School, Metropolitan Region (DP)	06-10-2020	Buckley, Tamsin Jane
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	Brooks, Matthew James
NCR 350039/20P	Head of Department, Baringa State Secondary College, North Coast Region (HOD)	05-10-2020	Connor, Jacob Andrew
NQR 351167/20P	Deputy Principal, Bohlevale State School, North Queensland Region (DP)	06-10-2020	Burton, Jodie Leanne
DSR 351122/20P	Principal, Amiens State School, Darling Downs South West Region (Lv2)	01-01-2021	Doughty, Tarnia Lee

**DEPARTMENT OF HOUSING AND PUBLIC WORKS**

337145/20	Director, Office of the Deputy Director General, Building Policy and Asset Management, Brisbane (SO)	Date of duty	Tritchler, Anastasia
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## 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
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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
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VACANCIES GAZETTE IS NO LONGER PUBLISHED - APPOINTMENT NOTICES NOW APPEAR WITHIN THE GENERAL GAZETTE			
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Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 264.06	\$ 26.41	\$ 290.47
GENERAL GAZETTE - PER MM TEXT			
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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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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		
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Prices are GST inclusive unless otherwise stated.			

*Aboriginal and Torres Strait Islander Land Holding Act 2013***NOTICE REGARDING OWNERSHIP OF STRUCTURAL IMPROVEMENTS ON LAND SUBJECT TO A GRANTED LEASE OR LEASE ENTITLEMENT UNDER THE 1985 LAND HOLDING ACT (No 06) 2020****Short Title**

1. This notice may be cited as the *Notice regarding ownership of structural improvements on land subject to a Granted Lease or Lease Entitlement under the 1985 Land Holding Act (No 01) 2015* and is made pursuant to section 61 of the *Aboriginal and Torres Strait Islander Land Holding Act 2013*.

**Ownership of structural improvements [s.61 of the Act]**

2. Notice is given by the housing chief executive under s.61 of the *Aboriginal and Torres Strait Islander Land Holding Act 2013* that –
  - 2.1 Lessee (Trustee lease No 715625799) is the owner of the improvements located on 118 Chellikee Street, Kowanyama (Lot 118 on SP253351)
  - 2.2 Lessee (Trustee lease No 715625799) has no obligation to pay any further amount under the agreement or arrangement entered into under the *Land Holding Act 1985*
  - 2.3 The agreement or arrangement may be taken to be completed.

**ENDNOTES**

1. Made by the housing chief executive on 25 September 2020.
2. Published in the Gazette on 2 October 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Housing and Public Works.

*Acquisition of Land Act 1967***TAKING OF LAND NOTICE BY LOGAN CITY COUNCIL (No 03) 2020****Short title**

1. This notice may be cited as the *Taking of Land Notice by Logan City Council (No 03) 2020*.

**Land taken [s.15D of the Act]**

2. The land described in the Schedule is taken by Logan City Council for sewerage infrastructure purposes and vests in Logan City Council for an estate in fee simple on and from 2 October 2020.

**SCHEDULE****Land Taken**

Lot 801 on SP318791 (to be registered in the Land Registry), area of 2,525m<sup>2</sup>, part of Title Reference 11710198

**ENDNOTES**

1. Made by Logan City Council on 30 September 2020.
2. Published in the Gazette on 2 October 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1104638-1.



*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY LOGAN CITY COUNCIL (No 05) 2020****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No 05) 2020*

**Easement taken [ss.6 and 15D of the Act]**

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage purposes and vest in Logan City Council on and from 2 October 2020.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by the easement include the matters set out in Schedule 1.

**SCHEDULE 1****PART 1 DRAFTING CONVENTIONS****1.1 Conventions Adopted for Easement Schedule**

The configuration and conventions detailed in this Part 1 have been adopted in drawing this Easement.

**1.2 Configuration of Content**

- (1) The Easement Schedule is configured into Parts.
- (2) Each Part is composed of Clauses.
- (3) Some Clauses contain numbered sub-clauses.

**1.3 Capital Letters**

- (1) Where used in the Easement Schedule, the following types of word begin with a capital letter:
  - (a) (with minor exceptions) a word that is, or is part of an expression that is, defined in Part 2;
  - (b) a word that begins a sentence;
  - (c) a word that is a proper noun.
- (2) Examples of the minor exceptions mentioned in Clause 1.3(1)(a) are:
  - (a) "include" and its derivatives;
  - (b) "act" and its derivatives (as a reference to an act or omission, in contradistinction to a reference to a statute).

**PART 2 INTERPRETATION OF PROVISIONS****2.1 General**

- (1) Subject to Clause 2.1(2), this Easement is to be interpreted by reference to:
  - (a) the conventions stated in Part 1; and
  - (b) the provisions of this Part 2.
- (2) Each of those conventions and provisions applies to the Easement unless:
  - (a) the context otherwise requires; or
  - (b) a contrary intention appears.

**2.2****Definitions**

Each of the following expressions in bold to the left bears the meaning shown opposite:

<b>Associate</b>	A person who claims under or through a Party (including Energex Limited ABN 40 078 849 055). <i>Examples:</i> <i>For the Owner:</i> An employee, an agent, a contractor, a person who visits or uses the Balance Land as the Owner's tenant, licensee, or invitee. <i>For Council:</i> An employee, an agent, a contractor, a licensee or invitee upon the portion of the Land adjoining the Servient Tenement.
<b>Balance Land</b>	The Land beyond the Servient Tenement.
<b>Clause</b>	A numbered clause, sub-clause, or paragraph of this Easement.
<b>Cost</b>	Includes loss, liability, and expense.
<b>Council</b>	Logan City Council
<b>Derogative Activity</b>	Refer to Clause 3.6(2).
<b>Easement</b>	This document.
<b>Easement Plan</b>	The Reconfiguration plan showing the location of the Servient Tenement.
<b>Fence</b>	A fence upon or bounding the Servient Tenement or the Land.
<b>include</b>	Comprise or encompass, without being limited to what is stated to be included. <i>Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action.</i>
<b>Installation</b>	A Structure or other object or item (including a plant or a tree) upon the Servient Tenement.
<b>Land</b>	The land, of which the Servient Tenement is part.
<b>Land Title Act</b>	<i>Land Title Act 1994 (Qld).</i>
<b>Local Government Act</b>	<i>Local Government Act 2009 (Qld).</i>
<b>Maintain</b>	Includes repair, renew, and replace.

<b>Owner</b>	The registered proprietor of the Land.	<b>Structure</b>	Includes:
<b>Part</b>	A numbered part or division of this Easement, containing: <ol style="list-style-type: none"> <li>(1) one or more Items; or</li> <li>(2) one or more Clauses.</li> </ol>		<ol style="list-style-type: none"> <li>(1) a building (habitable or not), regardless of size;<sup>1</sup></li> <li>(2) a bridge or culvert;</li> <li>(3) a tower, mast, pillar, or post;</li> <li>(4) a wall or a fence (other than a dividing fence);</li> <li>(5) a shipping container or similar object;</li> <li>(6) a sculpture or statue;</li> <li>(7) a viaduct, rail line, sealed carriageway or path;</li> <li>(8) anything else that is or may be reasonably characterized as a structure when placed upon land (whether by affixation or by resting upon its own weight).</li> </ol>
<b>Party</b>	Each of the Owner and Council.		
<b>Public Office</b>	<ol style="list-style-type: none"> <li>(1) For Council: the public office it maintains under the <i>Local Government Act</i>.</li> <li>(2) That address is:               <ol style="list-style-type: none"> <li>(a) 150 Wembley Road, Logan Central (delivery);</li> <li>(b) P.O. Box 3226, Logan City DC, 4114 (post); or</li> <li>(c) (07) 3412 3444 (facsimile).</li> </ol> </li> </ol>	<b>Unauthorized Installation</b>	A Structure or other object or item (including a plant or a tree) erected, installed, or placed upon the Servient Tenement in contravention of this Easement, particularly Clause 3.6. <sup>2</sup>
<b>Removal Cost</b>	Refer to Clause 6.1(5).		
<b>Routine Maintenance</b>	Maintenance work that does not or will not substantially interfere with the use or amenity of the Balance Land.		
<b>Service Infrastructure</b>	<p>Infrastructure to convey waste water and excrement of all kinds across or beneath the surface of the Servient Tenement, including:</p> <ol style="list-style-type: none"> <li>(1) sewers or pipelines;</li> <li>(2) manholes, stopcocks, pressure-control devices, pumps and pump stations, and other usual or necessary fittings and components; and</li> <li>(3) ancillary apparatus for the support and protection of those items.</li> </ol> <p>Infrastructure to convey and distribute electricity, telecommunications and other energy in all its forms, including :</p> <ol style="list-style-type: none"> <li>(1) conductors, cables, towers, aerials, and poles,</li> <li>(2) switchgear and circuit breakers and isolators;</li> <li>(3) power transformers and instrument transformers, control, protection ,and communication equipment,</li> <li>(4) foundations, ground anchorages and supports,</li> <li>(5) ancillary apparatus for the support and protection of those items.</li> </ol>		
<b>Servient Tenement</b>	The area of the Land subject to this Easement.		
<b>Soil</b>	Earth, sand, gravel, rock, or other materials or substances related to any of those items.		

**2.3****Cognate Expressions**

Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.

**2.4****Non-defined Expressions**

A term used, but not relevantly defined, in the Easement carries the meaning that the Oxford English Dictionary current for the time being ascribes to the term.

**2.5****Parties**

- (1) Reference to a Party who is a natural person includes the person's personal representatives and permitted assigns (transferees).
- (2) Reference to a Party that is a legal entity other than a natural person includes the entity's successors and permitted assigns (transferees).  
*Examples of a legal entity other than a natural person:*
  - (a) a corporation;
  - (b) a local governing body constituted or continued under the *Local Government Act 2009*.
- (3) A reference to either Party includes the Party's Associates.

**2.6****Concurrent Responsibility**

Where a Party is composed of two or more persons, each item of agreement by the party binds:

- (1) all of those persons collectively; and
- (2) each of them as an individual.<sup>3</sup>

<sup>1</sup> Example of a small building: a garden shed.

<sup>2</sup> General prohibition upon Derogative Activities.

<sup>3</sup> This collective and individual responsibility is otherwise known as joint and several responsibility.

**2.7 Actions**

- (1) Reference (whether direct or indirect) to a person's act includes the act of another person, if the law deems the other person's act also to be the first-mentioned person's act because of the legal relationship between the two.

*Example: The act of an employee, in the performance of that person's duties as employee, is imputed to his/her employer; that is, it is deemed by law also to be the act of the employer.*

- (2) If a provision states that a person must not do something, the obligation requires the person also to prevent others over whom he has control or dominion from doing that thing.

**2.8 Particular References**

Where a provision that is prefaced or introduced by the expression, "in particular" or "particularly", refers to or qualifies another provision of more general application, the former provision does not limit the ambit of the latter provision.

**2.9 Block References**

- (1) Reference to the period between two specified dates, times or periods includes each of those two dates, times or periods.

*Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to the period comprising each of those two dates and all of the days between them.*

- (2) Reference to the numbers, provisions, or items, in this or another document, between two specified numbers, numbered provisions, or numbered items, includes each of those two numbers, numbered provisions or items.

*Example: A reference to "Clauses 2.1 to 2.5", or "from Clause 2.1 to Clause 2.5", or "between Clause 2.1 and Clause 2.5" is a collective reference to those two clauses and the clauses between them.*

**2.10 Miscellaneous References**

- (1) Reference to the singular includes the plural, and vice-versa.
- (2) Reference to a gender includes each other gender.
- (3) Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.
- (4) Reference to a person that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to the person:
  - (a) established or constituted in its stead; or
  - (b) as nearly as may be, succeeding to its power or function.
- (5) Reference to an office or position includes an office or position:
  - (a) established or constituted in lieu of that office or position; or
  - (b) as nearly as may be, succeeding to its power or function.

- (6) Reference to an Act includes an Act that amends, consolidates, or replaces an Act.
- (7) Reference to a section or other provision of an Act includes a section or provision that amends, consolidates, or replaces the section or provision.
- (8) An Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is an Act of the Queensland Parliament.
- (9) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.
- (10) Reference to a time of day is a reference to Australian Eastern Standard Time.
- (11) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

**2.11 Headings and Notes**

The table of contents, the headings, and any footnotes and endnotes:

- (1) exist for convenience only; and
- (2) are to be disregarded when interpreting the Easement.

**2.12 Severance**

A provision will be deemed omitted from the Easement if:

- (1) the provision is void or unenforceable; or
- (2) retention of the provision would render the Easement void or unenforceable.

**2.13 Governing Law**

- (1) Queensland law governs the Easement.
- (2) For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

**PART 3 USE OF SERVIENT TENEMENT****3.1 Purpose of Easement**

Council may install, use, and Maintain the Service Infrastructure within the Servient Tenement.

**3.2 Limitation of Usage**

- (1) Where to do so is necessary or prudent to enable it lawfully to undertake Maintenance work properly and safely upon the area, a Party may:
  - (a) close the Servient Tenement; or
  - (b) limit use of the Servient Tenement by those who otherwise would use it (for example, by creating an obstruction).

*Example: Closure to permit the removal of overhanging branches or other items posing potential danger to persons or property.*

- (2) However, the closure or limitation:
  - (a) must not exceed the minimum duration reasonable;
  - (b) must not cause to persons otherwise entitled to use the Servient Tenement more than the minimum inconvenience reasonable; and

- (c) must not present a safety hazard for persons using the Servient Tenement or (in the case of a Council -created obstruction) the Balance Land.
- (3) Other than in an emergency,<sup>4</sup> a Party may not exercise an entitlement under this Clause 3.2 without giving reasonable notice to the other Party.

### 3.3 Removal of Unauthorized Obstructions

A Party must not do anything that creates, or contributes to the creation, of an obstruction upon the Servient Tenement otherwise than in the lawful exercise of:

- (1) an entitlement under this Easement;<sup>5</sup> or
- (2) an entitlement that exists at law irrespective of the Easement.

### 3.4 Compliance with Statutes

- (1) The Owner must not breach an obligation imposed upon it under an Act concerning the Service Infrastructure.
- (2) Clauses 3.4(3) and 3.4(4) apply if a provision of this Easement (an *easement provision*) is inconsistent with a provision in an Act (a *statutory provision*).
- (3) If the Act does not permit the Parties to exclude or vary the statutory provision, that provision prevails over the easement provision to the extent of the inconsistency.
- (4) If the Act does permit the Parties to exclude or vary the statutory provision, the easement provision prevails over the statutory provision to the extent of the inconsistency.
- (5) Council liability to contribute, pursuant to *Land Title Act* section 85B(2), to the cost of keeping the Servient Tenement (or any area of the Balance Land) in a condition appropriate for enjoyment of the easement is excluded.

### 3.5 General Limitation upon Activities

Other than to the extent that this Easement permits it to do so, neither Party may place or permit upon the Servient Tenement anything that:

- (1) causes or may cause unreasonable inconvenience to persons lawfully using the Servient Tenement or adjacent areas;
- (2) creates or may create a danger to person or property, within or beyond the Servient Tenement.

### 3.6 Derogation

- (1) The Owner must not undertake or allow a Derogative Activity upon the Servient Tenement unless Council consents to it doing so.
- (2) A Derogative Activity is:
  - (a) the construction or installation of a Structure;
  - (b) the creation of a concrete, bitumen, or paved surface;

- (c) the construction of gardens or other landscaping;
- (d) the extraction, stockpiling, or removal of Soil;
- (e) the performance of other earthwork;
- (f) any other action that interferes, directly or indirectly, with the Service Infrastructure or compromises its safety, security, integrity, or utility;
- (g) any other action that prevents Council accessing the Servient Tenement or Service Infrastructure to exercise an entitlement under the Easement;
- (h) any other action that creates upon the Servient Tenement a safety risk to Council's Associates; or
- (i) any other action that creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement.
- (3) Council may withhold consent under Clause 3.6(1) where it considers, acting reasonably, that the relevant action, more probably than not, will interfere with:
  - (a) achievement of the Easement's purpose; or
  - (b) the exercise of a Council entitlement under the Easement.

## PART 4 INFRASTRUCTURE

### 4.1 Inspection and Performance of Work

- (1) Council may enter the Servient Tenement:
  - (a) to assess its condition;
  - (b) to install Service Infrastructure;
  - (c) to inspect Service Infrastructure;
  - (d) to Maintain the tenement; and
  - (e) to Maintain the Service Infrastructure.
- (2) However, other than in an emergency, Council must give the Owner reasonable notice of its intention to enter the Servient Tenement to perform work other than Routine Maintenance.
- (3) A notice under Clause 4.1(2) must contain reasonable details of:
  - (a) the proposed date of entry;
  - (b) the work Council proposes to perform;
  - (c) the anticipated duration of the work; and
  - (d) the assistance (if any) Council requires from the Owner to facilitate effective and expeditious completion of the work.

### 4.2 Ownership of Infrastructure

Council owns all Service Infrastructure irrespective of the manner and extent by and to which the infrastructure becomes affixed to the land.

<sup>4</sup> Refer to Clause 8.1 concerning the exercise of emergency power.

<sup>5</sup> Refer particularly to Clause 6.1 concerning Grantee removal of Unauthorized Installations.

**4.3 Maintenance of Infrastructure**

The Owner is not obliged to Maintain the Service Infrastructure.

**4.4 Interference with Infrastructure**

Other than in an emergency, the Owner must not interfere with the Service Infrastructure, or do anything likely to jeopardize its safety or reliability.

**4.5 Safety Standards**

The Owner must not do or permit upon the Land, anything that:

- (1) creates upon the Servient Tenement a safety risk to Council's Associates;
- (2) creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement and
- (3) compromises the safety, the security, the integrity, or the utility of the Service Infrastructure.

**4.6 Council Discretion**

- (1) Other than to the extent that this Easement states otherwise, Council may determine, in its discretion, how it exercises its entitlements under the Easement.
- (2) However, Council must not:
  - (a) damage an Installation more than is necessary; or
  - (b) destroy an Installation unless to do so is necessary,

to ensure the proper exercise its entitlements under the Easement.
- (3) Clause 4.6(2) does not apply to an Installation that Council owns.

**4.7 Limitation upon Council Liability**

- (1) Other than to the extent that this Easement states otherwise, Council is not obliged to repair or replace an Installation damaged or destroyed through the lawful exercise of its entitlements under the Easement.
- (2) Council is obliged only to leave the Servient Tenement in as clean and tidy a state as is practical having regard to:
  - (a) the work it has done; and
  - (b) the nature of the damage or destruction.
- (3) However, where it damages or destroys a concrete or otherwise-sealed ground surface, Council must reinstate the surface to the condition in which it existed immediately before the damage or destruction if:
  - (a) the surface existed before the taking of this Easement or
  - (b) the surface was constructed or installed pursuant to a Owner entitlement in this Easement; or
  - (c) the surface was constructed or installed pursuant to a Council consent, given under the Easement and

not given conditionally upon the Owner reinstating the surface.

- (4) Council is not responsible for inconvenience or disturbance to the Owner or an occupier of the Land, resulting from the lawful and reasonable exercise of Council entitlements under this Easement.

**4.8****Ancillary Council Entitlements**

- (1) Council may do upon and to the Land whatever is incidental to the effective exercise of its specific entitlements and the effective discharge of its specific obligations under this Easement.
- (2) For example, Council may:
  - (a) excavate and otherwise open or break Soil;
  - (b) remove and dispose of resultant spoil;
  - (c) erect scaffolding and other Structures;
  - (d) cut and remove, or burn away, timber, trees and undergrowth;
  - (e) clear Unauthorized Installations;
  - (f) use vehicles, plant, and other equipment;
  - (g) enter and leave the Servient Tenement via the Balance Land if there exists no reasonable alternative accessway;
  - (h) use temporarily one or more areas of the Land adjacent the Servient Tenement to facilitate the operation of machinery or the stockpiling of spoil.
- (3) However, Council must not exercise its Easement entitlements in a manner that:
  - (a) diminishes unreasonably the amenity of the Land, particularly the Balance Land; or
  - (b) interferes unreasonably with the lawful use of the Land by the Owner.
- (4) Council must do everything reasonable:
  - (a) to prevent; or
  - (b) where prevention is not practical, to minimize,

its interference with Owner use and enjoyment of the Land, particularly the Balance Land.

**PART 5 FENCING****5.1****Removal or Damage to Obtain Access**

Council may demolish or break a Fence to gain access to the Servient Tenement.

**5.2****Reinstatement after Access**

In exercising that entitlement, Council must:

- (1) replace the Fence it demolishes, with a Fence of at least the quality of the Fence demolished; or
- (2) repair the damage it causes.

**5.3 Gates**

- (1) If it damages a Fence, Council may replace the damaged section with a gate instead of repairing the damage.
- (2) Unless the Owner agrees otherwise:
  - (a) the quality of the gate must be at least equivalent to that of the remainder of the Fence; and
  - (b) the design and appearance of the gate must be integrated reasonably with the design and appearance of the remainder of the fence.
- (3) Once installed, the gate will become the property of the person who owns the Fence.

components (including, if applicable, the cost of insuring it or them); and

- (c) the expense of arranging release of the stored item or components.

- (7) For clarity, administrative on-costs (for example, remuneration paid to Council's own staff for the work they perform concerning the removal and storage) form part of the Removal Cost.

- (8) The Owner may not collect what Council has stored until it reimburses Council the Removal Cost.

- (9) If the Owner fails to reimburse Council and/or to collect the stored item or components, in compliance with a notice from Council requiring it to do so, Council may retain or dispose of the item/components as it considers appropriate.

- (10) If Council disposes of the item/components, or the demolition material, the Removal Cost will be reduced by the equivalent of the amount of the disposal proceeds.

- (11) For clarity, if the disposal cost exceeds the disposal proceeds, the Removal Cost will increase by the amount of the excess.

**5.4 Exception to Reinstatement Obligation**

Irrespective of Clauses 5.2 and 5.3, Council need not repair or replace a Fence or a section of Fence the presence of which derogates from the grant of this Easement; for example, a Fence or section that:

- (a) constitutes an Unauthorized Installation; or
- (b) (for a drainage easement) prevents overland drainage of rainwater to a lawful outfall.

**PART 7 NOTICES****PART 6 STRUCTURES UPON SERVIENT TENEMENT****6.1 Removal of Unauthorized Installations**

- (1) Without limiting the remedies available to it, Council may enter the Servient Tenement and remove an Unauthorized Installation.
- (2) If removal necessitates disassembly or demolition of the item, Council may disassemble or demolish the item.
- (3) However, other than in an emergency,<sup>6</sup> Council may not remove the Unauthorized Installation without having given the Owner:
  - (a) reasonable notice of its intention to do so; and
  - (b) a reasonable opportunity to remove the item of its own volition.
- (4) If it removes the item intact or as demolished or disassembled, Council may:
  - (a) deposit the item, the demolition material, or the disassembled components upon the Balance Land; or
  - (b) store the item or its disassembled components at Owner expense; or
  - (c) dispose of the demolition material.
- (5) Council may recover from the Owner the Cost (*Removal Cost*) Council has incurred in exercising its entitlement under this Clause 6.1.
- (6) Included in that Cost are:
  - (a) the expense of disassembly or demolition;
  - (b) (where applicable) the expense of storing the item or its disassembled

**7.1****Notices (General)**

- (1) This Part 7 governs notices under this Easement unless a provision of the Easement expressly provides otherwise.
- (2) A notice must be in writing.
- (3) The Party giving the notice, or one of its officers, must sign the notice.
- (4) An officer is:
  - (a) for the Owner: a director, an alternate director, a secretary, an assistant secretary, an executive officer, an attorney, or a managing agent;
  - (b) for Council, its chief executive officer, including his lawful delegate, or another person who possesses the delegated authority of Council under the *Local Government Act*;
  - (c) for either Party: its solicitor.
- (5) If a Party is comprised of more than one person:
  - (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorized by all of those persons to sign the notice; and
  - (b) the recipient of the notice need not enquire into the validity of the authorization.

**7.2****Service of Notices**

- (1) A Party must give a notice by:
  - (a) delivering it to the intended recipient's address for notices; or
  - (b) posting it to the intended recipient at its address for notices; or

<sup>6</sup> Refer to Clause 8.1 concerning the exercise of emergency power.

- (c) transmitting it by facsimile to the intended recipient at its address for facsimile transmissions (if the recipient has given the Party written details of that address).
- (2) Where the recipient is the Owner, its address for notices is its address shown on Council's land record as the address for the owner of the Land.
- (3) The land record is the record of rateable land in its local government area, which Council maintains under the *Local Government Act*.<sup>7</sup>
- (4) Where Council is the recipient:
  - (a) its address for delivery of notices is the address published upon its website as the address of its public office;<sup>8</sup>
  - (b) its postal address is the postal address published upon its website as its postal contact address; and
  - (c) its address for facsimile transmissions is the facsimile number published upon its website as its contact number for facsimile transmissions.
- (5) If Council maintains more than one public office, its address for the delivery of notices is the address of public office nearest the Land.
- (6) Either Party may alter its addresses for notices, or any of them, by notifying details of the new address (delivery, postage, or facsimile) to the other.
- (7) If either Party is not at its address for notices current at the time the other Party wishes to give it a notice, its address for notices will be treated as being its last place or residence, principal place of business, or facsimile number, known to the other Party.

### 7.3 Receipt of Notices

- (1) A notice delivered or posted is deemed received:
  - (a) if personally delivered at or before 4:30pm: at the moment of delivery;
  - (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
  - (c) if posted to an address in Australia: 2 Business Days after posting;
  - (d) if posted to an address outside Australia: 5 Business Days after posting.
- (2) A notice sent by facsimile transmission is deemed received at the time of receipt specified in a confirmation report, if the report discloses that the transmission was received at or before 4:30pm.
- (3) If the confirmation report discloses receipt of the transmission after 4:30pm, the notice is deemed received at 8:30am on the Business Day following the date of receipt disclosed in the report.

- (4) A confirmation report is, for a facsimile transmission, a transmission confirmation report produced by the sender's facsimile machine:
  - (a) containing the identification code of the intended recipient's facsimile machine; and
  - (b) indicating that the transmission was received without error.
- (5) A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt.

## PART 8 MISCELLANEOUS

### 8.1 Exercise of Emergency Power

- (1) The Party that seeks to exercise emergency power under this Easement<sup>9</sup> will be the sole judge of whether the emergency exists.
- (2) However, that Party must:
  - (a) make its judgement in good faith; and
  - (b) notify the other Party of its action as soon as is practical.

### 8.2 Communications between Parties

- (1) Neither an approval nor a consent or permission given under the Easement binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Easement is ineffective unless made or given in writing.
- (3) A request made under the Easement is deemed neither made nor received if not made in writing.
- (4) The waiver of an entitlement under the Easement is not binding unless made in writing.
- (5) For clarity, a notice under the Easement is ineffective unless given in writing.<sup>10</sup>

### 8.3 Cumulative Entitlements

Unless the Easement expressly states otherwise, the remedies and other entitlements it gives a Party are cumulative:

- (1) not alternative; and
- (2) not exclusive of other entitlements that the Party possesses (whether under an Act or at general law).

### 8.4 Waiver/Abandonment of Entitlement

- (1) The mere fact that a Party does not exercise an entitlement under or concerning this Easement when the entitlement accrues:
  - (a) does not deprive it of the entitlement; and
  - (b) does not deprive it of similar entitlements that accrue at other times.<sup>11</sup>
- (2) The mere fact that a Party grants an indulgence under or concerning the Easement on a given

<sup>7</sup> Refer to section 154(2).

<sup>8</sup> Refer to *Local Government Act* section 261 concerning a local government's public office.

<sup>9</sup> Refer to Clauses 3.2(3) and 4.1(2).

<sup>10</sup> Refer to Clause 7.1(2), which states that a notice must be in writing.

<sup>11</sup> Refer also to Clause 8.2(4).

occasion does not entitle the recipient to the same or a similar indulgence on another occasion.

- (3) The mere fact that a Party grants an indulgence under or concerning the Easement in a given circumstance does not entitle the recipient to the same or a similar indulgence in a similar circumstance.

#### 8.5 Jurisdiction (Adjudication of Disputes)

- (1) For this Clause 8.5, a *Queensland Court* is:
- (a) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Easement; and
  - (b) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).
- (2) The Parties submit to the exclusive jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Easement.
- (3) Each Party waives all entitlement to object to a Party bringing action upon the Easement before a Queensland Court, including entitlement to claim that:
- (a) the Queensland Court is an inconvenient forum; or
  - (b) no Queensland Court has jurisdiction.
- (4) Each Party undertakes to refrain from bringing action upon the Easement in a forum other than a Queensland Court

### SCHEDULE 2

#### Easements Taken

Easement B on SP318789 (to be registered in the Land Registry), area 7,286 m<sup>2</sup>, part of Title Reference 18598173.

Easement C on SP318790 (to be registered in the Land Registry), area 1.447 hectares, part of Title Reference 50574255.

Easement A on SP318788 (to be registered in the Land Registry), area 6,954 m<sup>2</sup>, part of Title Reference 51153961.

### END NOTES

1. Made by Logan City Council on 30 September 2020.
2. Published in the Gazette on 2 October 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy
5. File Reference LCC/1104638-1



*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY LOGAN CITY COUNCIL (No 06) 2020****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No 06) 2020*.

**Easement taken [ss.6 and 15D of the Act]**

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage and associated purposes and vest in Logan City Council on and from 2 October 2020.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by the easement include the matters set out in Schedule 1.

**SCHEDULE 1****PART 1 DRAFTING CONVENTIONS****1.1 Conventions Adopted for Easement Schedule**

The configuration and conventions detailed in this 0 have been adopted in drawing this Easement.

**1.2 Configuration of Content**

- (1) The Easement Schedule is configured into Parts.
- (2) Each Part is composed of Clauses.
- (3) Some Clauses contain numbered sub-clauses.

**1.3 Capital Letters**

- (1) Where used in the Easement Schedule, the following types of word begin with a capital letter:
  - (a) (with minor exceptions) a word that is, or is part of an expression that is, defined in Part 2;
  - (b) a word that begins a sentence;
  - (c) a word that is a proper noun.
- (2) Examples of the minor exceptions mentioned in Clause 1.3(1)(a) are:
  - (a) "include" and its derivatives;
  - (b) "act" and its derivatives (as a reference to an act or omission, in contradistinction to a reference to a statute).

**PART 2 INTERPRETATION OF PROVISIONS****2.1 General**

- (1) Subject to Clause 2.1(2), this Easement is to be interpreted by reference to:
  - (a) the conventions stated in 0; and
  - (b) the provisions of this Part 2.
- (2) Each of those conventions and provisions applies to the Easement unless:
  - (a) the context otherwise requires; or
  - (b) a contrary intention appears.

**2.2****Definitions**

Each of the following expressions in bold to the left bears the meaning shown opposite:

<b>act</b>	Includes: <ol style="list-style-type: none"> <li>(1) an omission; and</li> <li>(2) a refusal to act.</li> </ol>
<b>Act</b>	<ol style="list-style-type: none"> <li>(1) An Act passed by the Commonwealth Parliament or the Queensland Parliament.</li> <li>(2) Subordinate legislation made under the Act.</li> <li>(3) A direction or requirement made by a competent entity under the Act, subordinate legislation, instrument, or law.</li> <li>(4) A licence, authorization, consent, approval, or exemption granted under the Act, subordinate legislation, instrument, or law.</li> <li>(5) A planning instrument or a local law.</li> </ol>
<b>Associate</b>	<p>A person who claims under or through a Party (including Energex Limited ABN 40 078 849 055).</p> <p><i>Examples:</i></p> <p><i>For the Owner:</i> <i>An employee, an agent, a contractor, a person who visits or uses the Balance Land as the Owner's tenant, licensee, or invitee.</i></p> <p><i>For Council:</i> <i>An employee, an agent, a contractor, a licensee or invitee upon the portion of the Land adjoining the Servient Tenement.</i></p>
<b>Balance Land</b>	The Land beyond the Servient Tenement.
<b>Clause</b>	A numbered clause, sub-clause, or paragraph of this Easement.
<b>Cost</b>	Includes loss, liability, and expense.
<b>Council</b>	Logan City Council
<b>Derogative Activity</b>	Refer to Clause 3.6(2).
<b>Easement</b>	This document.
<b>Easement Plan</b>	The Reconfiguration plan showing the location of the Servient Tenement.
<b>Fence</b>	A fence upon or bounding the Servient Tenement or the Land.

<b>include</b>	Comprise or encompass, without being limited to what is stated to be included.  <i>Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action.</i>	<b>Service Infrastructure</b>	Infrastructure to convey waste water and excrement of all kinds across or beneath the surface of the Servient Tenement, including:  (1) sewers or pipelines;  (2) manholes, stopcocks, pressure-control devices, pumps and pump stations, and other usual or necessary fittings and components; and  (3) ancillary apparatus for the support and protection of those items.
<b>Installation</b>	A Structure or other object or item (including a plant or a tree) upon the Servient Tenement.		Infrastructure to convey and distribute electricity, telecommunications and other energy in all its forms, including :  (1) conductors, cables, towers, aerials, and poles,  (2) switchgear and circuit breakers and isolators;  (3) power transformers and instrument transformers, control, protection, and communication equipment,  (4) foundations, ground anchorages and supports,  (5) ancillary apparatus for the support and protection of those items.  Any access track required to provide access and egress across the Land to the Servient Tenement.
<b>Land</b>	The land, of which the Servient Tenement is part.		
<b>Land Title Act</b>	<i>Land Title Act 1994 (Qld).</i>		
<b>Local Government Act</b>	<i>Local Government Act 2009 (Qld).</i>		
<b>Maintain</b>	Includes repair, renew, and replace.		
<b>Owner</b>	The registered proprietor of the Land.		
<b>Part</b>	A numbered part or division of this Easement, containing:  (1) one or more Items; or  (2) one or more Clauses.		
<b>Party</b>	Each of the Owner and Council.	<b>Servient Tenement</b>	The area of the Land subject to this Easement.
<b>Public Office</b>	(1) For Council: the public office it maintains under the <i>Local Government Act</i> .  (2) That address is:  (a) 150 Wembley Road, Logan Central (delivery);  (b) P.O. Box 3226, Logan City DC, 4114 (post); or  (c) (07) 3412 3444 (facsimile).	<b>Soil</b>	Earth, sand, gravel, rock, or other materials or substances related to any of those items.
<b>Removal Cost</b>	Refer to Clause 6.1(5).	<b>Structure</b>	Includes:  (1) a building (habitable or not), regardless of size; <sup>1</sup>  (2) a bridge or culvert;  (3) a tower, mast, pillar, or post;  (4) a wall or a fence (other than a dividing fence);  (5) a shipping container or similar object;  (6) a sculpture or statue;  (7) a viaduct, rail line, sealed carriageway or path;  (8) anything else that is or may be reasonably characterized as a structure when placed upon land (whether by affixation or by resting upon its own weight).
<b>Routine Maintenance</b>	Maintenance work that does not or will not substantially interfere with the use or amenity of the Balance Land.	<b>Unauthorized Installation</b>	A Structure or other object or item (including a plant or a tree) erected, installed, or placed upon the Servient Tenement in contravention of this Easement, particularly Clause 3.6. <sup>2</sup>

<sup>1</sup> Example of a small building: a garden shed.<sup>2</sup> General prohibition upon Derogative Activities.

**2.3 Cognate Expressions**

Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.

**2.4 Non-defined Expressions**

A term used, but not relevantly defined, in the Easement carries the meaning that the Oxford English Dictionary current for the time being ascribes to the term.

**2.5 Parties**

- (1) Reference to a Party who is a natural person includes the person's personal representatives and permitted assigns (transferees).

- (2) Reference to a Party that is a legal entity other than a natural person includes the entity's successors and permitted assigns (transferees).

*Examples of a legal entity other than a natural person:*

- (a) a corporation;
- (b) a local governing body constituted or continued under the Local Government Act 2009.

- (3) A reference to either Party includes the Party's Associates.

**2.6 Concurrent Responsibility**

Where a Party is composed of two or more persons, each item of agreement by the party binds:

- (1) all of those persons collectively; and
- (2) each of them as an individual.<sup>3</sup>

**2.7 Actions**

- (1) Reference (whether direct or indirect) to a person's act includes the act of another person, if the law deems the other person's act also to be the first-mentioned person's act because of the legal relationship between the two.

*Example: The act of an employee, in the performance of that person's duties as employee, is imputed to his/her employer; that is, it is deemed by law also to be the act of the employer.*

- (2) If a provision states that a person must not to do something, the obligation requires the person also to prevent others over whom he has control or dominion from doing that thing.

**2.8 Particular References**

Where a provision that is prefaced or introduced by the expression, "in particular" or "particularly", refers to or qualifies another provision of more general application, the former provision does not limit the ambit of the latter provision.

**2.9 Block References**

- (1) Reference to the period between two specified dates, times or periods includes each of those two dates, times or periods.

*Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to*

*the period comprising each of those two dates and all of the days between them.*

- (2) Reference to the numbers, provisions, or items, in this or another document, between two specified numbers, numbered provisions, or numbered items, includes each of those two numbers, numbered provisions or items.

*Example: A reference to "Clauses 2.1 to 2.5", or "from Clause 2.1 to Clause 2.5", or "between Clause 2.1 and Clause 2.5" is a collective reference to those two clauses and the clauses between them.*

**2.10****Miscellaneous References**

- (1) Reference to the singular includes the plural, and vice-versa.

- (2) Reference to a gender includes each other gender.

- (3) Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.

- (4) Reference to a person that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to the person:

- (a) established or constituted in its stead; or

- (b) as nearly as may be, succeeding to its power or function.

- (5) Reference to an office or position includes an office or position:

- (a) established or constituted in lieu of that office or position; or

- (b) as nearly as may be, succeeding to its power or function.

- (6) Reference to an Act includes an Act that amends, consolidates, or replaces an Act.

- (7) Reference to a section or other provision of an Act includes a section or provision that amends, consolidates, or replaces the section or provision.

- (8) An Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is an Act of the Queensland Parliament.

- (9) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.

- (10) Reference to a time of day is a reference to Australian Eastern Standard Time.

- (11) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

**2.11****Headings and Notes**

The table of contents, the headings, and any footnotes and endnotes:

- (1) exist for convenience only; and

- (2) are to be disregarded when interpreting the Easement.

<sup>3</sup> This collective and individual responsibility is otherwise known as joint and several responsibility.

**2.12 Severance**

A provision will be deemed omitted from the Easement if:

- (1) the provision is void or unenforceable; or
- (2) retention of the provision would render the Easement void or unenforceable.

**2.13 Governing Law**

- (1) Queensland law governs the Easement.
- (2) For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

**PART 3 USE OF SERVIENT TENEMENT****3.1 Purpose of Easement**

Council may install, use, and Maintain the Service Infrastructure within the Servient Tenement.

**3.2 Limitation of Usage**

- (1) Where to do so is necessary or prudent to enable it lawfully to undertake Maintenance work properly and safely upon the area, a Party may:
  - (a) close the Servient Tenement; or
  - (b) limit use of the Servient Tenement by those who otherwise would use it (for example, by creating an obstruction).

*Example: Closure to permit the removal of overhanging branches or other items posing potential danger to persons or property.*

- (2) However, the closure or limitation:
  - (a) must not exceed the minimum duration reasonable;
  - (b) must not cause to persons otherwise entitled to use the Servient Tenement more than the minimum inconvenience reasonable; and
  - (c) must not present a safety hazard for persons using the Servient Tenement or (in the case of a Council -created obstruction) the Balance Land.
- (3) Other than in an emergency,<sup>4</sup> a Party may not exercise an entitlement under this Clause 3.2 without giving reasonable notice to the other Party.

**3.3 Removal of Unauthorized Obstructions**

A Party must not do anything that creates, or contributes to the creation, of an obstruction upon the Servient Tenement otherwise than in the lawful exercise of:

- (1) an entitlement under this Easement;<sup>5</sup> or
- (2) an entitlement that exists at law irrespective of the Easement.

**3.4 Compliance with Statutes**

- (1) The Owner must not breach an obligation imposed upon it under an Act concerning the Service Infrastructure.

- (2) Clauses 3.4(3) and 3.4(4) apply if a provision of this Easement (an *easement provision*) is inconsistent with a provision in an Act (a *statutory provision*).
- (3) If the Act does not permit the Parties to exclude or vary the statutory provision, that provision prevails over the easement provision to the extent of the inconsistency.
- (4) If the Act does permit the Parties to exclude or vary the statutory provision, the easement provision prevails over the statutory provision to the extent of the inconsistency.
- (5) Council liability to contribute, pursuant to *Land Title Act* section 85B(2), to the cost of keeping the Servient Tenement (or any area of the Balance Land) in a condition appropriate for enjoyment of the easement is excluded.
- (6) Council will ensure that any odour or noise resulting from any Structure on the Servient Tenement complies with the Code of Environmental Compliance for WRA63(3) "Operating a sewage pumping station".

**3.5****General Limitation upon Activities**

Other than to the extent that this Easement permits it to do so, neither Party may place or permit upon the Servient Tenement anything that:

- (1) causes or may cause unreasonable inconvenience to persons lawfully using the Servient Tenement or adjacent areas;
- (2) creates or may create a danger to person or property, within or beyond the Servient Tenement.

**3.6****Derogation**

- (1) The Owner must not undertake or allow a Derogative Activity upon the Servient Tenement unless Council consents to it doing so.
- (2) A Derogative Activity is:
  - (a) the construction or installation of a Structure;
  - (b) the creation of a concrete, bitumen, or paved surface;
  - (c) the construction of gardens or other landscaping;
  - (d) the extraction, stockpiling, or removal of Soil;
  - (e) the performance of other earthwork;
  - (f) any other action that interferes, directly or indirectly, with the Service Infrastructure or compromises its safety, security, integrity, or utility;
  - (g) any other action that prevents Council accessing the Servient Tenement or Service Infrastructure to exercise an entitlement under the Easement;
  - (h) any other action that creates upon the Servient Tenement a safety risk to Council's Associates; or
  - (i) any other action that creates a danger to Council property or the property of

<sup>4</sup> Refer to Clause 8.1 concerning the exercise of emergency power.

<sup>5</sup> Refer particularly to Clause 6.1 concerning Grantee removal of Unauthorized Installations.

Council Associates, lawfully upon the Servient Tenement.

- (3) Council may withhold consent under Clause 3.6(1) where it considers, acting reasonably, that the relevant action, more probably than not, will interfere with:
- (a) achievement of the Easement's purpose; or
  - (b) the exercise of a Council entitlement under the Easement.

#### PART 4 INFRASTRUCTURE

##### 4.1 Inspection and Performance of Work

- (1) Council may enter the Servient Tenement:
- (a) to assess its condition;
  - (b) to install Service Infrastructure;
  - (c) to inspect Service Infrastructure;
  - (d) to Maintain the tenement; and
  - (e) to Maintain the Service Infrastructure.
- (2) However, other than in an emergency, Council must give the Owner reasonable notice of its intention to enter the Servient Tenement to perform work other than Routine Maintenance.
- (3) A notice under Clause 4.1(2) must contain reasonable details of:
- (a) the proposed date of entry;
  - (b) the work Council proposes to perform;
  - (c) the anticipated duration of the work; and
  - (d) the assistance (if any) Council requires from the Owner to facilitate effective and expeditious completion of the work.

##### 4.2 Ownership of Infrastructure

Council owns all Service Infrastructure irrespective of the manner and extent by and to which the infrastructure becomes affixed to the land.

##### 4.3 Maintenance of Infrastructure

The Owner is not obliged to Maintain the Service Infrastructure.

##### 4.4 Interference with Infrastructure

Other than in an emergency, the Owner must not interfere with the Service Infrastructure, or do anything likely to jeopardize its safety or reliability.

##### 4.5 Safety Standards

The Owner must not do or permit upon the Land, anything that:

- (1) creates upon the Servient Tenement a safety risk to Council's Associates;
- (2) creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement and
- (3) compromises the safety, the security, the integrity, or the utility of the Service Infrastructure.

##### 4.6

##### Council Discretion

- (1) Other than to the extent that this Easement states otherwise, Council may determine, in its discretion, how it exercises its entitlements under the Easement.
- (2) However, Council must not:
  - (a) damage an Installation more than is necessary; or
  - (b) destroy an Installation unless to do so is necessary,
 to ensure the proper exercise its entitlements under the Easement.
- (3) Clause 4.6(2) does not apply to an Installation that Council owns.

##### 4.7

##### Limitation upon Council Liability

- (1) Other than to the extent that this Easement states otherwise, Council is not obliged to repair or replace an Installation damaged or destroyed through the lawful exercise of its entitlements under the Easement.
- (2) Council is obliged only to leave the Servient Tenement in as clean and tidy a state as is practical having regard to:
  - (a) the work it has done; and
  - (b) the nature of the damage or destruction.
- (3) However, where it damages or destroys a concrete or otherwise-sealed ground surface, Council must reinstate the surface to the condition in which it existed immediately before the damage or destruction if:
  - (a) the surface existed before the taking of this Easement or
  - (b) the surface was constructed or installed pursuant to a Owner entitlement in this Easement; or
  - (c) the surface was constructed or installed pursuant to a Council consent, given under the Easement and not given conditionally upon the Owner reinstating the surface.
- (4) Council is not responsible for inconvenience or disturbance to the Owner or an occupier of the Land, resulting from the lawful and reasonable exercise of Council entitlements under this Easement.

##### 4.8

##### Ancillary Council Entitlements

- (1) Council may do upon and to the Land whatever is incidental to the effective exercise of its specific entitlements and the effective discharge of its specific obligations under this Easement.
- (2) For example, Council may:
  - (a) excavate and otherwise open or break Soil;
  - (b) remove and dispose of resultant spoil;
  - (c) erect scaffolding and other Structures;
  - (d) cut and remove, or burn away, timber, trees and undergrowth;
  - (e) clear Unauthorized Installations;

- (f) use vehicles, plant, and other equipment;
  - (g) enter and leave the Servient Tenement via the Balance Land if there exists no reasonable alternative accessway;
  - (h) use temporarily one or more areas of the Land adjacent the Servient Tenement to facilitate the operation of machinery or the stockpiling of spoil.
- (3) However, Council must not exercise its Easement entitlements in a manner that:
- (a) diminishes unreasonably the amenity of the Land, particularly the Balance Land; or
  - (b) interferes unreasonably with the lawful use of the Land by the Owner.
- (4) Council must do everything reasonable:
- (a) to prevent; or
  - (b) where prevention is not practical, to minimize,
- its interference with Owner use and enjoyment of the Land, particularly the Balance Land.

## PART 5 FENCING

### 5.1 Removal or Damage to Obtain Access

Council may demolish or break a Fence to gain access to the Servient Tenement where no other reasonable means of access are available.

### 5.2 Reinstatement after Access

In exercising that entitlement, Council must:

- (1) replace the Fence it demolishes, with a Fence of at least the quality of the Fence demolished; or
- (2) repair the damage it causes.

### 5.3 Gates

- (1) If it damages a Fence, Council may replace the damaged section with a gate instead of repairing the damage.
- (2) Unless the Owner agrees otherwise:
  - (a) the quality of the gate must be at least equivalent to that of the remainder of the Fence; and
  - (b) the design and appearance of the gate must be integrate reasonably with the design and appearance of the remainder of the fence.
- (3) Once installed, the gate will become the property of the person who owns the Fence.
- (4) Council will install and maintain an appropriate gate (or alternative locking mechanism) to the northern and southern entries to the Servient Tenement for access purposes to prevent members of the public from entering the Servient Tenement.
- (5) In the event that the Owner becomes aware of any failure of the gate or alternative locking mechanism installed by Council pursuant to

clause 5.3(4), the Landlord will provide notice to the Council and the Council will take reasonable steps to identify an alternate solution to prevent members of the public from entering the Servient Tenement.

### 5.4 Exception to Reinstatement Obligation

Irrespective of Clauses 5.2 and 5.3, Council need not repair or replace a Fence or a section of Fence the presence of which derogates from the grant of this Easement; for example, a Fence or section that constitutes an Unauthorized Installation.

## PART 6 STRUCTURES UPON SERVIENT TENEMENT

### 6.1 Removal of Unauthorized Installations

- (1) Without limiting the remedies available to it, Council may enter the Servient Tenement and remove an Unauthorized Installation.
- (2) If removal necessitates disassembly or demolition of the item, Council may disassemble or demolish the item.
- (3) However, other than in an emergency,<sup>6</sup> Council may not remove the Unauthorized Installation without having given the Owner:
  - (a) reasonable notice of its intention to do so; and
  - (b) a reasonable opportunity to remove the item of its own volition.
- (4) If it removes the item intact or as demolished or disassembled, Council may:
  - (a) deposit the item, the demolition material, or the disassembled components upon the Balance Land; or
  - (b) store the item or its disassembled components at Owner expense; or
  - (c) dispose of the demolition material.
- (5) Council may recover from the Owner the Cost (*Removal Cost*) Council has incurred in exercising its entitlement under this Clause 6.1.
- (6) Included in that Cost are:
  - (a) the expense of disassembly or demolition;
  - (b) (where applicable) the expense of storing the item or its disassembled components (including, if applicable, the cost of insuring it or them); and
  - (c) the expense of arranging release of the stored item or components.
- (7) For clarity, administrative on-costs (for example, remuneration paid to Council's own staff for the work they perform concerning the removal and storage) form part of the Removal Cost.
- (8) The Owner may not collect what Council has stored until it reimburses Council the Removal Cost.
- (9) If the Owner fails to reimburse Council and/or to collect the stored item or components, in compliance with a notice from Council requiring

<sup>6</sup> Refer to Clause 8.1 concerning the exercise of emergency power.

it to do so, Council may retain or dispose of the item/components as it considers appropriate.

- (10) If Council disposes of the item/components, or the demolition material, the Removal Cost will be reduced by the equivalent of the amount of the disposal proceeds.
- (11) For clarity, if the disposal cost exceeds the disposal proceeds, the Removal Cost will increase by the amount of the excess.

## PART 7 NOTICES

### 7.1 Notices (General)

- (1) This Part 7 governs notices under this Easement unless a provision of the Easement expressly provides otherwise.
- (2) A notice must be in writing.
- (3) The Party giving the notice, or one of its officers, must sign the notice.
- (4) An officer is:
  - (a) for the Owner: a director, an alternate director, a secretary, an assistant secretary, an executive officer, an attorney, or a managing agent;
  - (b) for Council, its chief executive officer, including his lawful delegate, or another person who possesses the delegated authority of Council under the *Local Government Act*;
  - (c) for either Party: its solicitor.
- (5) If a Party is comprised of more than one person:
  - (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorized by all of those persons to sign the notice; and
  - (b) the recipient of the notice need not enquire into the validity of the authorization.

### 7.2 Service of Notices

- (1) A Party must give a notice by:
  - (a) delivering it to the intended recipient's address for notices; or
  - (b) posting it to the intended recipient at its address for notices; or
  - (c) transmitting it by facsimile to the intended recipient at its address for facsimile transmissions (if the recipient has given the Party written details of that address).
- (2) Where the recipient is the Owner, its address for notices is its address shown on Council's land record as the address for the owner of the Land.
- (3) The land record is the record of rateable land in its local government area, which Council maintains under the *Local Government Act*.<sup>7</sup>

- (1) Where Council is the recipient:
  - (a) its address for delivery of notices is the address published upon its website as the address of its public office;<sup>8</sup>
  - (b) its postal address is the postal address published upon its website as its postal contact address; and
  - (c) its address for facsimile transmissions is the facsimile number published upon its website as its contact number for facsimile transmissions.
- (4) If Council maintains more than one public office, its address for the delivery of notices is the address of public office nearest the Land.
- (5) Either Party may alter its addresses for notices, or any of them, by notifying details of the new address (delivery, postage, or facsimile) to the other.
- (6) If either Party is not at its address for notices current at the time the other Party wishes to give it a notice, its address for notices will be treated as being its last place or residence, principal place of business, or facsimile number, known to the other Party.

### 7.3

#### Receipt of Notices

- (2) A notice delivered or posted is deemed received:
  - (a) if personally delivered at or before 4:30pm: at the moment of delivery;
  - (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
  - (c) if posted to an address in Australia: 2 Business Days after posting;
  - (d) if posted to an address outside Australia: 5 Business Days after posting.
- (3) A notice sent by facsimile transmission is deemed received at the time of receipt specified in a confirmation report, if the report discloses that the transmission was received at or before 4:30pm.
- (4) If the confirmation report discloses receipt of the transmission after 4:30pm, the notice is deemed received at 8:30am on the Business Day following the date of receipt disclosed in the report.
- (5) A confirmation report is, for a facsimile transmission, a transmission confirmation report produced by the sender's facsimile machine:
  - (a) containing the identification code of the intended recipient's facsimile machine; and
  - (b) indicating that the transmission was received without error.
- (6) A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt.

<sup>7</sup> Refer to section 154(2).

<sup>8</sup> Refer to *Local Government Act* section 261 concerning a local government's public office.

**PART 8 MISCELLANEOUS****8.1 Exercise of Emergency Power**

- (1) The Party that seeks to exercise emergency power under this Easement<sup>9</sup> will be the sole judge of whether the emergency exists.
- (2) However, that Party must:
  - (a) make its judgement in good faith; and
  - (b) notify the other Party of its action as soon as is practical.

**8.2 Communications between Parties**

- (1) Neither an approval nor a consent or permission given under the Easement binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Easement is ineffective unless made or given in writing.
- (3) A request made under the Easement is deemed neither made nor received if not made in writing.
- (4) The waiver of an entitlement under the Easement is not binding unless made in writing.
- (5) For clarity, a notice under the Easement is ineffective unless given in writing.<sup>10</sup>

**8.3 Cumulative Entitlements**

Unless the Easement expressly states otherwise, the remedies and other entitlements it gives a Party are cumulative:

- (1) not alternative; and
- (2) not exclusive of other entitlements that the Party possesses (whether under an Act or at general law).

**8.4 Waiver/Abandonment of Entitlement**

- (1) The mere fact that a Party does not exercise an entitlement under or concerning this Easement when the entitlement accrues:
  - (a) does not deprive it of the entitlement; and
  - (b) does not deprive it of similar entitlements that accrue at other times.<sup>11</sup>
- (2) The mere fact that a Party grants an indulgence under or concerning the Easement on a given occasion does not entitle the recipient to the same or a similar indulgence on another occasion.
- (3) The mere fact that a Party grants an indulgence under or concerning the Easement in a given circumstance does not entitle the recipient to the same or a similar indulgence in a similar circumstance.

**8.5 Jurisdiction (Adjudication of Disputes)**

- (1) For this Clause 8.5, a *Queensland Court* is:
  - (a) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Easement; and

- (b) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).

- (2) The Parties submit to the exclusive jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Easement.

- (3) Each Party waives all entitlement to object to a Party bringing action upon the Easement before a Queensland Court, including entitlement to claim that:
  - (a) the Queensland Court is an inconvenient forum; or
  - (b) no Queensland Court has jurisdiction.

- (a) the Queensland Court is an inconvenient forum; or

- (b) no Queensland Court has jurisdiction.

- (4) Each Party undertakes to refrain from bringing action upon the Easement in a forum other than a Queensland Court

**SCHEDULE 2****Easements Taken**

Easement E on SP318791 (to be registered in the Land Registry), area 1.136 hectares, part of Title Reference 11710198.

Easement F on SP318791 (to be registered in the Land Registry), area 7,138m<sup>2</sup>, part of Title Reference 11710198.

**END NOTES**

1. Made by Logan City Council on 30 September 2020.
2. Published in the Gazette on 2 October 2020.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy
5. File Reference LCC/1104638-1

<sup>9</sup> Refer to Clauses 3.2(3) and 4.1(2).

<sup>10</sup> Refer to Clause 7.1(2), which states that a notice must be in writing.

<sup>11</sup> Refer also to Clause 8.2(4).



*Economic Development Act 2012***BOGGO ROAD CROSS RIVER RAIL  
PRIORITY DEVELOPMENT AREA – DECLARATION AND ILUP**

The Boggo Road Cross River Rail (CRR) Priority Development Area (PDA) was declared by regulation (the declaration regulation) on 2 October 2020.

Under section 40 of the *Economic Development Act 2012*, the Minister for Economic Development Queensland gives notice that the Interim Land Use Plan (ILUP) for the Boggo Road CRR PDA took effect on commencement of the declaration regulation.

The ILUP may be viewed on the Economic Development Queensland website at [www.edq.qld.gov.au](http://www.edq.qld.gov.au) and on the Cross River Rail Delivery Authority website at [www.crossriverrail.qld.gov.au](http://www.crossriverrail.qld.gov.au)

Questions regarding the Boggo Road Cross River Rail PDA can be directed to the Cross River Rail Delivery Authority via:

**Email:** [info@crossriverrail.qld.gov.au](mailto:info@crossriverrail.qld.gov.au)

**Post:** Cross River Rail Delivery Authority,  
PO Box 15476, Brisbane City East QLD 4002

*Human Rights Act 2019***DECLARATION OF A PUBLIC ENTITY (No. 1) 2020****1. Notification**

Pursuant to section 60 of the *Human Rights Act 2019*, I, Yvette D'Ath MP, Attorney-General and Minister for Justice, declare that Queensland Advocacy Incorporated is a public entity and is subject to the obligations of a public entity under the Part 3, Division 4 of the *Human Rights Act 2019*.

YVETTE D'ATH MP  
Attorney-General  
and Minister for Justice

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for the Brisbane Central State School on 25 September 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 134 St Pauls, Terrace, Spring Hill, QLD, 4000, formally described as Lot 10 on SP309031.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: educational facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: Sporting Facilities

**Requirements included in the MID**

The MID includes requirements in relation to the location and scale of the development, mitigation of development impacts, stormwater management, car parking, active transport, school transport management, external works, landscaping, vegetation, design, event management, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained online at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

Cameron Dick MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Gold Coast North Special School on 1 October 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 406 Foxwell Road, Coomera, QLD, 4209, formally described as Lot 16 RP167425, Lot 1 SP 310108 and Lot 4 SP 310108.

**Type of infrastructure for which the premises were designated**

The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: education facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: sporting facilities.

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, car parking, lighting, design/built form, external details, acoustics, landscaping, stormwater management, bushfire hazard and construction management.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the MID team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for the Hendra Museum Storage Facility on 27 September 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 122 Gerler Road, Hendra, QLD, 4011, formally described as Lot 4 on RP213436.

**Type of infrastructure for which the premises were designated**

The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls.

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, storage of dangerous goods, external works, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer

Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Ithaca Creek State School on 1 October 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 49 Lugg Street, Bardon, QLD, 4065, formally described as Lots 1 and 2 on RP46439, Lot 3 on RP49597, Lot 138 on SL1131 and Lot 889 on SL1899.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: education facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: sporting facilities.

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, car parking, transport management, landscaping, privacy measures, acoustics, design/built form, external works, vegetation, stormwater management and construction management.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the MID team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Mansfield State School on 25 September 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 174 Ham Road, Mansfield, QLD, 4122, formally described as Lot 480 on SP172110.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: education facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: sporting facilities.

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, car parking, transport management, fencing, landscaping, vegetation, active transport, external works, stormwater management and construction management.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the MID team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for the Nambour Police Station on 25 September 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to part of the premises located at 170 Currie Street, Nambour, QLD, 4560, formally described as part of Lot 950 on SP316539.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 8: emergency services facilities

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, car parking, external works, design, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for the Nareeba Moopi Moopi Pa Aged Care Hostel on 1 October 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 28 Dickson Way, Dunwich, QLD, 4183 formally described as Lot 7 on RP160678.

**Type of infrastructure for which the premises were designated**

The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 14: residential care facilities.

**Requirements included in the infrastructure MID**

The MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, bushfire management, flora and fauna management, car parking, external works, acoustic measures, design, landscaping, lighting, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained online at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I amended a Ministerial Infrastructure Designation (the amended MID) for the New Farm State School on 25 September 2020.

The amended MID will take effect from 2 October 2020.

**Description of the designated premises**

The amended MID applies to premises located at 189 Heal Street and 180, 182, 184 and 186 Annie Street and part of Hawthorne Street, New Farm, QLD, 4005, formally described as Lot 489 on SP150580 Lots 110, 111, 112, 113 on RP9138.

**Type of infrastructure for which the premises were designated**

The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 6: education facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated

**Requirements included in the MID**

The amended MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, car parking, active transport, school transport management, external works, landscaping, acoustics, privacy measures, lighting, design, vegetation, building removal, event management, construction management and servicing.

**Further information**

A copy of the amended MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Nursery Road State Special School on 1 October 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 49 Nursery Road, Holland Park West, QLD, 4121, formally described as Lot 713 on SL8595.

**Type of infrastructure for which the premises were designated**

The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: educational facilities
- Item 9: facilities at which an education and care service under the Education Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated.

**Requirements included in the infrastructure designation**

The MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, car parking, active transport, school transport management, design, landscaping, land dedication, flora and fauna, event management, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Petrie Terrace State School on 25 September 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 40 Moreton Street, Paddington, QLD, 4064, formally described as Lot 276 on SL11086.

**Type of infrastructure for which the premises were designated**

The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: educational facilities
- Item 9: facilities at which a Queensland Education and Care approved service under the Education Care Services National Law (Queensland) is operated

- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: sporting facilities.

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, external works, design, external details, active transport, school transport management, vegetation management, event management, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Redland District Special School on 1 October 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 51-53 Panorama Drive, Thornlands, QLD, 4161, formally described as Lot 77 on SP150410.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: educational facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: sporting facilities

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, bushfire management, external works, Vehicle parking and manoeuvring, lighting, design, vegetation, construction management and servicing.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I amended a Ministerial Infrastructure Designation (the amended MID) for the Southport State High School on 1 October 2020.

The amended MID will take effect from 2 October 2020.

**Description of the designated premises**

The amended MID applies to premises located at 75 Smith Street Motorway, Southport, QLD, 4215, formally described as Lot 501 on SP295053.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: education facilities
- Item 15: sporting facilities.

**Requirements included in the amended MID**

The amended MID includes requirements on the location and scale of the development, mitigation of development impacts, stormwater management, car parking, active transport, school transport management, external works, landscaping, lighting, acoustics, design, external details, vegetation, event management, construction management and servicing.

**Further information**

A copy of the amended MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP  
Treasurer  
Minister for Infrastructure and Planning

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Treasurer, Minister for Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Towoong State School on 28 September 2020.

The MID will take effect from 2 October 2020.

**Description of the designated premises**

The MID applies to premises located at 37 Saint Osyth Street and 105 Sylvan Road, Toowong, QLD, 4066, formally described as Lot 1063 on SP172111 and Lot 1081 on SL9173.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: education facilities
- Item 9: facilities at which an education and care service under the Education and Care Services National Law (Queensland) is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 15: sporting facilities.

**Requirements included in the MID**

The MID includes requirements on the location and scale of the development, car parking, transport management, landscaping, privacy measures, design/built form, external works, vegetation, flood management, stormwater management and construction management.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the MID team at [infrastructuredesignation@dsdmip.qld.gov.au](mailto:infrastructuredesignation@dsdmip.qld.gov.au) or phone 1300 967 433.

CAMERON DICK MP

Treasurer

Minister for Infrastructure and Planning

**NOTIFICATION OF APPROVAL OF FORMS  
UNDER THE  
LEGAL PROFESSION ACT 2007**

**1. Commencement**

The following form was approved on 25 September 2020 by the General Manager Regulation of the Queensland Law Society Incorporated, pursuant to a delegation from the Council on 27 August 2020 to take effect from date of gazettal.

**2. Forms Approved – Forms required by, and made for the purposes of, the *Legal Profession Act 2007* and *Legal Profession (Society) Rules 2007* s684 and rule 11:**

QLS Form 1A (SR): Application for associate membership of Queensland Law Society – Version 11

**3. Availability of Forms**

These forms are available from:

- (a) Law Society House  
179 Ann Street  
Brisbane Q 4000

- (b) the Queensland Law Society website at [www.qls.com.au](http://www.qls.com.au)

Craig Smiley  
General Manager  
Regulation

**NOTIFICATION OF FORMS APPROVED UNDER THE  
POWERS OF ATTORNEY ACT 1998**

**1. Commencement**

The following forms have been approved by the Assistant Director-General, Strategic Policy and Legal Services (as delegate for the Chief Executive Officer of the Department of Justice and Attorney-General), for use under the *Powers of Attorney Act 1998*(Act) from 30 November 2020:

Form no.	Version no.	Form heading	Section of Act
2	4	Enduring power of attorney – short form	44(1)
3	4	Enduring power of attorney – long form	44(1)
4	5	Advance health directive	44(2)
7	2	Interpreter's/translator's statement	161
8	1	Additional page	161
9	1	Enduring power of attorney explanatory guide	161
10	1	Advance health directive explanatory guide	161

**2. Withdrawal of approval of existing forms**

Approval for the following forms has been withdrawn from 30 November 2020:

Form no.	Version no.	Form heading	Section of Act
2	2	Enduring power of attorney – short form	44(1)
2	3	Enduring power of attorney – short form	44(1)
3	2	Enduring power of attorney – long form	44(1)
4	4	Advance health directive	44(2)
7	1	Interpreter's/Translator's statement	Sch 3

**3. Availability of forms**

Digital copies can be downloaded free of charge from the Queensland Government website:

<https://www.publications.qld.gov.au/dataset/power-of-attorney-and-advance-health-directive>.

Hard copies of Forms 2, 3 and 4 are available for purchase from newsagents and stationery suppliers throughout Queensland.

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