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NOTICE OF MEETING

An ORDINARY MEETING of the Flinders Shire Council will be held on Friday 22nd May 2026 in the McNamara Boardroom, 34 Gray Street, Hughenden Qld and the attendance of each Councillor is requested.

AGENDA

A handwritten signature in black ink, appearing to be 'Kylie Davies', is located to the left of the Chief Executive Officer's name.

Kylie Davies
Chief Executive Officer

Next Meeting Date: 24/06/2026

**AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM**

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1. OPENING BUSINESS

Council Prayer

Lord,
Please guide and direct us,
In that the decisions to be made,
Will be for the benefit,
Of our whole community
Amen

1.1 PRESENT

Councillors

Mayor Kate Peddle
Nicole Flute
Kelly Carter
Kerry Wells
Peter Fornasier
Shane McCarthy
Kim Middleton

Staff

Kylie Davies – Chief Executive Officer
Misenka Duong - Director of Engineering
Melanie Wicks – Director of Corporate & Financial Services
Barbra Smith – Director of Community Services & Wellbeing
Dennis McLeod – Director of People, Safety & Governance
Jackie Coleman – Executive Support Officer

1.2 APOLOGIES

1.3 LEAVE OF ABSENCE

1.4 PETITIONS

1.5 CONDOLENCES

1.6 RECOGNITIONS

1.7 ACKNOWLEDGEMENT OF COUNTRY

The Flinders Shire Council would like to acknowledge our Local First Nations People as well as the Yirendali people as the Traditional Owners and the oldest living culture of the Land on which our Council operates, and pay respect to Elders past, present and emerging.



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1.8 CONFIRMATION OF MINUTES

OFFICER'S RECOMMENDATION

That the Minutes of the Ordinary Meeting of Council held 22 April 2026 be taken as read and signed as correct.

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2. REPORTS

2.01 CHIEF EXECUTIVE OFFICER

2.01.01 BIOPANT GREENPATH – AGREEMENT FOR LEASE

Author: Chief Executive Officer
Authorising Officer: Chief Executive Officer
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. Resolves to enter into the Agreement to Grant Lease (Agreement for Lease) between Flinders Shire Council and Biopant Greenpath Pty Ltd in relation to Lot 29 on SP 310913, generally on the terms presented to Council.
2. Notes that:
 - a) the Agreement for Lease does not grant a lease and does not constitute Council's decision to dispose of an interest in land; and
 - b) the disposal of an interest in land and the final lease terms (including rent and term) are not being considered at this stage.
3. Directs that, if the proponent satisfies the conditions of the Agreement for Lease within the required timeframes, a further report be presented to Council for consideration of:
 - a) whether Council will grant a lease and, if so, the proposed lease terms; and
 - b) the applicable statutory and governance requirements for disposal of an interest in land.
4. Authorises the Chief Executive Officer to execute the Agreement for Lease on behalf of Council.
5. Authorises the Chief Executive Officer to approve and finalise any minor and non-material amendments required to give effect to Council's resolution and execute the Agreement for Lease.

Executive Summary

This report seeks Council's resolution to enter into an Agreement to Grant Lease with Biopant Greenpath Pty Ltd ("Biopant") for Council freehold land described as Lot 29 on SP 310913 (the Land). The Agreement provides a conditional pathway to a registered lease, with Biopant required to satisfy specified preconditions (including development approvals, finance/final

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investment decision, and biomass supply) before a lease is granted.

The Agreement for Lease does not grant a formal lease at this stage and does not require Council to determine the disposal method, rent, term, or other final lease conditions at this meeting. The Agreement establishes a conditional pathway only. If the proponent satisfies the Agreement conditions within the required timeframes, a further report will be presented to Council seeking consideration of the proposed lease, including disposal requirements and final lease terms.

Background

At its Ordinary Meeting on 25 February 2025, Council resolved to:

1. Delegate to the Chief Executive Officer the power to engage further with Bioplant Greenpath Pty Ltd on a non-binding basis regarding the Entity's proposal to use Council freehold land described as Lot 29 on SP310913; and
2. Require a further report to be presented to Council outlining the outcome of the further engagement.

Officers have progressed discussions and have obtained a draft Agreement to Grant Lease for Council's consideration.

Key Considerations

1. The land and proposed use

The Agreement relates to Council freehold land described as Lot 29 on SP 310913. The proposed permitted use is the establishment and operation of a facility to convert prickly acacia biomass into renewable diesel, biochar and electricity using advanced pyrolysis technology.

2. What Council is approving now

Council is not being asked to grant an unconditional lease at this stage. Council is being asked to enter into an Agreement to Grant Lease which sets preconditions that must be satisfied before the parties enter into and register the lease.

3. Key preconditions and structure

The Agreement is structured so that Bioplant must satisfy conditions precedent within defined timeframes, including:

- Landowner (landlord) review and approval of Bioplant's draft development application prior to lodgement (owner's consent to lodge).
- Bioplant obtaining all necessary approvals, with the Agreement expressly preserving Council's discretion and role as assessment manager/regulator.
- Bioplant demonstrating to Council's reasonable satisfaction that the project has reached final investment decision and that adequate finance is available.
- Bioplant demonstrating to Council's reasonable satisfaction that it has access to adequate quantities of prickly acacia biomass to commence substantial operations.

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The Agreement includes an 18-month conditions period (unless extended by agreement). If conditions are not satisfied by the conditions date, either party may terminate the Agreement.

4. Timeframes (high level)

Key timeframes include:

- Provision of a draft development application to Council for landowner review within 6 months of the agreement date (unless extended).
- Satisfaction of conditions within 18 months of the agreement date (unless extended).
- Negotiation and finalisation of outstanding lease terms within 3 months after the last condition is satisfied, failing which either party may terminate.

5. Costs

Bioplant is required to pay 50% of Council's reasonable legal costs (solicitor and own client basis) arising from negotiating, preparing and executing the Agreement.

Statutory/Compliance Matters

This report does not seek Council's decision to dispose of land or to grant a lease. The proposed disposal of an interest in land (by way of a lease) and the final lease terms will be considered by Council in a further report, if and when the Agreement conditions are satisfied.

The Agreement for Lease includes provisions intended to preserve Council's regulatory discretion in relation to any development approvals and clarifies that landowner consent to lodge a development application is not a development approval

Financial / Budget Implications

- The Agreement for Lease requires the proponent to contribute 50% of Council's reasonable legal costs associated with negotiating, preparing and executing the Agreement for Lease.
- Officer time and any technical review costs associated with reviewing draft materials will be managed within existing operational resources unless otherwise reported through budget review processes.
- No lease revenue is proposed to be determined at this stage. Any proposed rent and commercial lease settings will be addressed in the further report if conditions are satisfied.

Consultation/engagement

Internal:

- Meeting with CEO and Elected Members

External:

- External engagement has occurred with the proponent and Council's legal advisers in preparing the draft Agreement for Lease.

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Risk Implications

Legal/compliance risk:

Risk of confusion between an Agreement for Lease and a lease/disposal decision. Mitigation is clear resolution wording stating Council is not granting a lease at this stage and that disposal and lease terms return to Council after conditions are satisfied.

Governance/probity risk:

Risk associated with Council's dual role as landowner and assessment manager. Mitigation includes role separation, clear record keeping, and reliance on Agreement provisions that preserve Council's regulatory discretion.

Financial risk:

Risk of unrecovered external costs and staff time if the project does not proceed. Mitigation includes the proponent's cost contribution and the conditions precedent/sunset and termination provisions.

Reputational risk:

Risk of community expectations forming prematurely. Mitigation is clear communication that the Agreement is conditional only, does not grant a lease, and does not pre-approve development outcomes.

Strategic Impacts

The proposal has the potential to support economic development and land management outcomes, subject to satisfaction of conditions and Council's planning, governance and future decision-making requirements.

Conclusion

Attachments

Agreement for Lease - FINAL



Agreement to Grant Lease

Flinders Shire Council

("Lessor")

Bioplant Greenpath Pty Ltd A.C.N. 688 723 328

("Lessee")

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PARTIES

Flinders Shire Council

of PO Box 274, Hughenden QLD 4821

(“Lessor”)

Bioplant Greenpath Pty Ltd A.C.N. 688 723 328

of 41 O'Donnell Drive, Littlehampton SA 5250

(“Lessee”)

RECITALS

- A. The Lessor is the registered owner of the Land.
- B. The Lessor is prepared to offer the Lessee the Lease of the Land subject to the terms and conditions contained in this Agreement.
- C. The Lessee will accept the Lease of the Land on the terms and conditions contained in this Agreement, subject to certain requirements being met.

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1. In this Agreement unless inconsistent with the context or subject matter:

- (a) **Agreement** means this Agreement to Grant Lease.
- (b) **Agreement Date** means the date both parties sign this Agreement (or if the parties sign this Agreement on different days, the later date).
- (c) **Approvals** means:
 - (i) development approval of the Lessee’s Development Application granted by Flinders Shire Council (in its capacity as assessment manager for the Development Application);
 - (ii) any other permits, consents, approvals, registrations, certificates, permissions, licences, directions or declarations issued or required to be issued by Flinders Shire Council as the planning or other regulatory authority for the Lessee to lawfully undertake the development of the Land for the Permitted Use.
- (d) **Authority** means any government or governmental, semi-permanent, administration, fiscal or financial body, department, commission, council, authority, tribunal, agency or entity.
- (e) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Hughenden, Queensland.

- (f) **Condition Date** means the date that is eighteen (18) months from the Agreement Date, or such later date as the parties may agree in writing.
- (g) **Design Documentation** means:
- (i) detailed plans that the Lessee proposes to submit to relevant authorities as part of the Development Application, comprising:
 - A. plans and specifications for a renewable energy and land restoration facility to convert prickly acacia biomass into renewable diesel, biochar and electricity through advanced pyrolysis technology;
 - (ii) all other documents, drawings, specifications and information in relation to the design of any works forming part of the Development Application.
- (h) **Development Application** means a development application or applications that:
- (i) authorise the Lessee to construct the Facility on the Land in accordance with the Design Documentation; and
 - (ii) authorise the use of the Land for the Permitted Use.
- (i) **Development Application Date** means the date that is six (6) months, or such later date as the parties may agree in writing from the Agreement Date.
- (j) **Development Application Notice** has the meaning given to that term by clause 3.3.
- (k) **Development Application Notice Response Date** means the date that is four (4) weeks after the date the Lessee receives a Development Application Notice.
- (l) **Development Application Notification Date** means the date that is four (4) weeks after the date the Lessor receives the draft Development Application pursuant to clause 3.2.2 of this Agreement.
- (m) **Facility** means a facility, designed in accordance with the Design Documentation, that converts prickly acacia biomass to renewable energy sources.
- (n) **Land** means the unimproved land described as Lot 29 on SP 310913, Title Reference 51190888 and includes any fixtures located on the Land.
- (o) **Lease** means the document contained in Annexure 1.
- (p) **Lease Commencement Date** means the day the parties agree on the terms of the Lease in final, pursuant to clause 2.
- (q) **Lessee** means Bioplant Greenpath Pty Ltd A.C.N. 688 723 328.
- (r) **Lessor** means Flinders Shire Council.
- (s) **Permitted Use** means the use of the Land to operate the Facility.

- 1.2. In this document unless the context otherwise requires:
- (a) clause and subclause headings are for reference purposes only;
 - (b) the singular includes the plural and vice versa;
 - (c) words denoting any gender include all genders;
 - (d) reference to a person includes any other entity recognised by law and vice versa;
 - (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
 - (f) any reference to a party to this document includes its successors and permitted assigns;
 - (g) if a party consists of more than one person, this document binds them jointly and each of them severally;
 - (h) any reference to any agreement or document includes that agreement or document as amended at any time;
 - (i) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
 - (j) the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
 - (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
 - (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
 - (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
 - (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
 - (o) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
 - (p) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done, and the money paid on the immediately succeeding Business Day;
 - (q) this Agreement may not be construed adversely to a party only because that party was responsible for preparing it; and

- (r) when a consent or approval is required from the Lessor under this Agreement, unless expressed to the contrary, the Lessor shall have an absolute discretion as to whether the consent or approval is given, withheld or granted subject to conditions.

1.3. Headings are for ease of reference only and do not affect interpretation.

2. LEASE

2.1. In this clause, an **Outstanding Term** of the Lease means a clause of the Lease that is not yet completed, and includes clauses 4.6, 4.7, 5.1(d), 5.1(e), 5.4(m), 6.3, 6.4, 9.4, 13 and 14.5 of the Lease, a new force majeure clause to be inserted in the Lease, and the whole of the Reference Schedule.

2.2. Subject to the conditions contained in clauses 3 – 6 being satisfied or waived in accordance with their terms, the parties agree to:

2.2.1. enter into the Lease on and from the Lease Commencement Date, subject to the finalisation of the Outstanding Terms; and

2.2.2. enter into negotiations to finalise the Outstanding Terms of the Lease, including;

(a) the milestones in the Lease for the development of the Facility in accordance with the Design Documentation and the Approvals; and

(b) a mutually acceptable force majeure clause to be inserted into the Lease dealing with events beyond the reasonable control of the parties.

2.3. If the Outstanding Terms of the Lease are not agreed between the parties within three (3) months of the last of the conditions in this Agreement being satisfied, either party may terminate this Agreement by giving written notice to the other.

2.4. The parties agree to act reasonably in negotiating to finalise the Outstanding Terms of the Lease.

2.5. The Outstanding Terms are taken to be agreed once the parties both agree in writing that the Lease has been finalised in accordance with this clause.

2.6. The parties agree to execute the Lease within fourteen (14) days of the date the Outstanding Terms have been agreed.

2.7. The Lessee agrees to do all things reasonably required by the Lessor to finalise, execute and arrange the registration of the Lease.

3. CONDITION REQUIRING LESSOR'S APPROVAL (AS LANDLORD) TO A DEVELOPMENT APPLICATION

3.1. The grant of the Lease is conditional upon the Lessee obtaining the Lessor's approval (in its capacity as landowner) to the contents of the Lessee's draft Development Application, which the Lessee will then submit to Flinders Shire Council (or such other relevant planning authority) for assessment pursuant to clause 4.

3.2. The Lessee must, at its own cost and expense:

- 3.2.1. prepare the Development Application as soon as reasonably practicable after the date of this Agreement;
 - 3.2.2. submit the draft proposed Development Application to the Lessor for review by the Development Application Date; and
 - 3.2.3. formally request the Landowner Consent to the lodging of the Development Application.
- 3.3. By the Development Application Notification Date, the Lessor shall provide notice to the Lessee (a **Development Application Notice**) that either consents (in principle) or requires amendments to the draft Development Application.
- 3.4. If the Lessor is satisfied with the draft Proposed Development Application, then it will provide:
- 3.4.1. The Development Application Notice that clause 3.1 is satisfied; and
 - 3.4.2. Signed and dated Owner's Consent to the Lodging of the Development Application.
- 3.5. For the avoidance of doubt, the notice referred to in clause 3.4.1 is not a Decision Notice under the *Planning Act 2016* approving the development.
- 3.6. If the Development Application Notice requires amendments to the draft Development Application, then:
- 3.6.1. the Development Application Notice must also particularise the amendments required by the Lessor; and
 - 3.6.2. the Lessee may, on or before the Development Application Notice Response Date:
 - (a) provide an amended Development Application that responds to the issues raised in the Lessor's notice; or
 - (b) terminate this Agreement pursuant to clause 5.
- 3.7. If, by the Development Application Notice Response Date:
- 3.7.1. the Lessor has not received amended Development Application, then either party may terminate this Agreement pursuant to clause 5;
 - 3.7.2. the Lessor receives an amended Development Application, then:
 - (a) within four (4) weeks of receiving the amended Development Application, the Lessor shall issue a second Development Application Notice that discloses whether the Lessor approves the lodging of a Development Application or requires further amendments to the Development Application;
 - (b) if the second Development Application Notice discloses that the Lessor approves the Development Application, then the condition contained in clause 3.1 will be satisfied;
 - (c) if the second Development Application Notice discloses that the

Lessor rejects the Development Application, then either party may terminate this Agreement pursuant to clause 5.

- 3.8. The condition contained in clause 3.1 is for the benefit of the Lessor and may only be waived by the Lessor by notice in writing to the Lessee.
- 3.9. If the Lessee requires access to the Land in order to prepare any material for the purposes of this clause, then the Lessee may request such access from the Lessor, and the Lessor will act reasonably (and with reasonable expedition) to facilitate that access within a reasonable timeframe and subject to reasonable conditions. The Lessee must ensure that any request for access is made promptly and in a way that preserves the timeframes that are set out in this clause, and the Lessor shall not be liable to the Lessee for any failure to meet a timeframe in this clause because of delays associated with requests to access the Land (nor shall the Lessor be required to extend the date for compliance with a timeframe under this clause to facilitate access to the Land).

4. CONDITION REQUIRING THE LESSEE TO OBTAIN ALL NECESSARY APPROVALS

4.1. Approvals

4.1.1. The grant of the Lease is conditional upon:

- (a) the Lessee obtaining the Approvals; and
- (b) the Lessee being satisfied with the conditions of the Approvals (in their absolute discretion).

4.1.2. The Lessee must submit the Development Application in the form approved by the Lessor pursuant to clause 3 within twenty (20) Business Days of the condition contained in clause 3.1 being satisfied, failing which the Lessor may terminate this Agreement by notice in writing to the Lessee. The Lessee must notify the Lessor upon submission of the Development Application.

4.1.3. The parties acknowledge and agree that:

- (a) the Lessor agrees to provide owner's consent to the Development Application in the form approved by the Lessor pursuant to clause 3 only, to the extent required by this clause and consistent with this Agreement;
- (b) nothing in this clause, or this Agreement generally, fetters the discretion of the Flinders Shire Council, as planning authority or in any other capacity as an assessment authority or referral agency, to grant or refuse the Approvals, or impose conditions on any Approvals.

4.2. Satisfaction of condition

4.2.1. The condition contained in clause 4.1.1 will only be satisfied if, prior to the Conditions Date:

- (a) the Lessee has provided the Lessor with evidence, in the form of a decision notice issued by the assessment authority, that the Approval has been provided;

- (b) the Lessee has given notice to the Lessor that it is satisfied (acting reasonably) with the terms of the Approvals.

4.3. **Non-satisfaction of condition**

4.3.1. The condition contained in clause 4.1.1 will be taken to have not been satisfied if, by the Conditions Date:

- (a) the Lessee has not received the Approvals;
- (b) the Lessee has not provided the evidence contemplated by clause 4.2.1(a); and
- (c) the Lessee has not given notice to the Lessor that it is satisfied with the conditions of the Approvals.

4.3.2. If the condition contained in clause 4.1.1 is not satisfied by the Conditions Date, then either party may terminate this Agreement pursuant to clause 5.

4.4. If the Lessee requires access to the Land in order to prepare any material for the purposes of this clause, then the Lessee may request such access from the Lessor, and the Lessor will act reasonably (and with reasonable expedition) to facilitate that access within a reasonable timeframe and subject to reasonable conditions. The Lessee must ensure that any request for access is made promptly and in a way that preserves the timeframes that are set out in this clause, and the Lessor shall not be liable to the Lessee for any failure to meet a timeframe in this clause because of delays associated with requests to access the Land (nor shall the Lessor be required to extend the date for compliance with a timeframe under this clause to facilitate access to the Land).

4.5. The condition contained in clause 4.1 is for the benefit of both parties and may only be waived by written agreement between the parties.

5. FINANCE

5.1. The parties acknowledge and agree that the likely total investment in the development of the Facility is approximately \$322 million.

5.2. The grant of the Lease is conditional upon the Lessee demonstrating to the Lessor that the proposal has reached Final Investment Decision (FID) to the Lessor's reasonable satisfaction, by the Conditions Date, that the Lessee has demonstrated adequate finance to complete the development of the Facility.

5.3. **Satisfaction of condition**

5.3.1. The condition contained in clause 5.2 will only be satisfied if, prior to the Conditions Date:

- (a) the Lessee has provided the Lessor with evidence that the Lessee has actual access to adequate finance to commence the development of the Facility; and
- (b) the Lessee has given notice to the Lessor that it is satisfied (acting reasonably) with the evidence provided pursuant to the preceding subclause.

5.4. **Non-satisfaction of condition**

5.4.1. The condition contained in clause 5.2 will be taken to have not been satisfied if, by the Conditions Date:

- (a) the Lessee has not provided the evidence contemplated by clause 5.3.1(a); or
- (b) the Lessee has not given notice to the Lessor pursuant to Clause 5.3.1(b).

5.4.2. If the condition contained in clause 5.2 is not satisfied by the Conditions Date, then either party may terminate this Agreement pursuant to clause 7.

6. ACCESS TO BIOMASS

6.1. The parties acknowledge and agree that the use of the Facility depends on the extent to which landholders in and around the Flinders Shire local government area agree to supply the Lessee with prickly acacia biomass to power the Facility.

6.2. The grant of the Lease is conditional upon the Lessee demonstrating to the Lessor's reasonable satisfaction, by the Conditions Date, that the Lessee has actual access to quantities of prickly acacia biomass to use at the Facility and which are adequate to commence substantial operations of the Facility.

6.3. **Satisfaction of condition**

6.3.1. The condition contained in clause 6.2 will only be satisfied if, prior to the Conditions Date:

- (a) the Lessee has provided the Lessor with evidence that the Lessee has actual access to quantities of prickly acacia biomass to use at the Facility and which are adequate to commence substantial operations of the Facility.;
- (b) the Lessee has given notice to the Lessor that it is satisfied (acting reasonably) with the evidence provided pursuant to the preceding subclause.

6.4. **Non-satisfaction of condition**

6.4.1. The condition contained in clause 6.2 will be taken to have not been satisfied if, by the Conditions Date:

- (a) the Lessee has not provided the evidence contemplated by clause 6.3.1(a); or
- (b) the Lessee has not given notice to the Lessor pursuant to Clause 6.3.1(b).

6.4.2. If the condition contained in clause 6.2 is not satisfied by the Conditions Date, then either party may terminate this Agreement pursuant to clause 7.

7. TERMINATION

- 7.1. This Agreement may be terminated:
- 7.1.1. by the Lessee pursuant to clause 3.6.2(b); or
 - 7.1.2. by the Lessor pursuant to clause 4.1.2; or
 - 7.1.3. by either party pursuant to clause 2.3, clause 3.7.1, clause 3.7.2(c), clause 4.3.2, clause 5.4.2 or clause 6.4.2;
- by the terminating party giving written notice of the termination to the other party.
- 7.2. If this Agreement is terminated pursuant to the preceding subclause, the Lessor shall not be liable for any loss or damage to the Lessee, howsoever arising (including but not limited to any loss or damage arising as a result of the Lessee partially performing obligations under this Agreement).

8. GENERAL PROVISIONS

8.1. Entire Agreement

This Agreement:

- 8.1.1. expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement, including but not limited to in relation to the Lease and generally in relation to the Lessee's occupation of the Premises; and
- 8.1.2. supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement;
- 8.1.3. all other agreements existing prior to the execution of this Agreement in relation to the subject matter of this Agreement, including but not limited to in relation to the Lease and generally in relation to the Lessee's occupation of the Premises, are void and of no effect.

8.2. Assignment

The Lessee must not assign or otherwise deal with its rights under this Agreement without the prior written consent of the Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing:

- 8.2.1. the Lessee may, without requiring the Lessor's consent, assign its rights under this Agreement to a wholly-owned subsidiary of the Lessee (including a special purpose vehicle incorporated for the purpose of owning and operating the Facility), provided that:
 - (a) the Lessee gives the Lessor not less than 10 Business Days' prior written notice of the proposed assignment;
 - (b) the assignee executes a deed of assumption in favour of the Lessor in a form reasonably acceptable to the Lessor, assuming all obligations of the Lessee under this Agreement;

- (c) the Lessee remains liable to the Lessor for all obligations under this Agreement unless released in writing by the Lessor; and
- (d) all costs incurred in relation to the assignment are borne by the Lessee.

8.2.2. any change in Control of the Lessee (including a transfer of more than 50% of the shares or voting rights in the Lessee) shall be deemed an assignment requiring the Lessor's prior written consent under this clause, such consent not to be unreasonably withheld, conditioned or delayed, and the parties acknowledge that any such consent requirement is subject to applicable foreign investment review laws.

8.3. Notices

8.3.1. Any notice, statement or demand required or permitted under this Agreement shall be in writing and may be served in any manner recognised by law or by email, hand delivery or mail addressed as follows:

(a) **Lessor**

Flinders Shire Council

Postal Address

PO Box 274, Hughenden QLD 4821

Address for Hand Delivery

34 Gray Street, Hughenden QLD 4821

Email Address

ceo@flinders.qld.gov.au

(b) **Lessee**

Postal Address

Address for Hand Delivery

41 O'Donnell Drive, Littlehampton SA 5250

Email Address

8.3.2. If notice is sent by:

- (a) email, it shall be deemed to have been served on the business day following transmission (unless evidence of a failed transmission is immediately received by the party transmitting the email);

- (b) hand delivery, it shall be deemed to have been served on the day the document is left at the address for hand delivery (or if the document is served on a day that is not a business day or after 5.00pm on a business day, on the next business day);
- (c) mail, it shall be sent by pre-paid post and shall be deemed to have been served seven (7) days after date of posting.

8.4. Governing Law

This Agreement is governed by the law applicable in Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

8.5. Severability

If a clause or part of this Agreement is illegal, unenforceable or invalid in a jurisdiction then:

- 8.5.1. if possible, that clause or part is to be read down so as to be valid and enforceable in the relevant jurisdiction; or
- 8.5.2. otherwise, that clause or part may be severed to the extent of the illegality, unenforceability or invalidity;
- 8.5.3. the remaining clauses and parts of this Agreement will continue in force; and
- 8.5.4. the validity or enforceability of that clause or part will not be affected in other jurisdictions.

8.6. Renegotiation after severability

If a clause or part of the Agreement is severed under clause 8.5, the parties must attempt to renegotiate, in good faith, that clause or part with the intent of achieving a result as near as reasonably practicable to the intention of the severed clause or part.

8.7. Variations

No modifications, variations or amendments to this Agreement will have any force unless agreed in writing and executed by each of the parties.

8.8. Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

8.9. Relationship

Except where it expressly states otherwise, this Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

8.10. Joint and Several Liability

If a party comprises two or more persons, the provisions of this Agreement binding that party bind those persons jointly, but not severally nor jointly and severally.

8.11. Counterparts and Email

8.11.1. This Agreement is deemed to be fully executed if each party executes either one and the same copy of this Agreement or a series of identical counterparts of this Agreement up to a maximum of three counterparts.

8.11.2. All counterparts taken together constitute one instrument.

8.11.3. When executed, communication of the fact of execution to the other parties may be made by sending evidence of due execution by electronic transmission.

8.12. No Merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

8.13. Further Action

Each party must:

8.13.1. at its own expense, do everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it subject to sub-clause 8.13.2;

8.13.2. the Lessee must pay the total legal costs incurred by the Lessor on a solicitor and own client basis as a result of the negotiation, preparation and execution of this Agreement; and

8.13.3. refrain from doing anything that would hinder performance of this Agreement.

8.14. Binding Agreement

This Agreement is binding on the parties, their successors and assignees.

EXECUTED AS AN AGREEMENT

EXECUTED for **FLINDERS SHIRE COUNCIL** by)
the **MAYOR** and **CHIEF EXECUTIVE OFFICER**)
for and on behalf of the Lessor in the)
presence of:)

Mayor

Signature of Witness)

Chief Executive Officer

Print Name)

Date)

EXECUTED by **BIOPLANT GREENPATH PTY**)
LTD A.C.N. 688 723 328 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth):)

Director

Director/Secretary

ANNEXURE 1
LEASE

Dealing Number



OFFICE USE ONLY

Lodger (Name, postal address, E-mail & phone number)

Lodger Code

Name: Preston Law

Postal Address: P.O. Box 707N, North Cairns QLD 4870

Email: info@prestonlaw.com.au

Phone Number: 07 4052 0700

Ref: JB:260162

BE3192

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

1. Lessor

FLINDERS SHIRE COUNCIL

2. Lot on Plan Description

LOT 29 SURVEY PLAN 310913

Title Reference

51190888

3. Lessee

Given name(s)

Surname/Company Name and Number

Tenancy / Capacity

BIOPLANT GREENPATH PTY LTD
A.C.N. 688 723 328

4. Interest being leased

FEE SIMPLE

Dealing Number (if applicable):

5. Description of premises being leased (delete statements with a * if not applicable)

Lease extent: **Whole of the Land**

Land description: Lot 29 on Survey Plan 310913

6. Term of lease

Commencement date/event: **[TBC]**

Expiry date: **[TBC]**

and/or Event:

Options: **[TBC]**

7. Lease Details

Rental/Consideration: See Reference Schedule

Lease Type: Commercial

Area: 18.3 hectares

8. Terms and Conditions (delete statements with a * if not applicable)

(a) Document Reference - Nil

(b) Additional terms and conditions: the attached schedule

LEASE / SUB-LEASE

Title Reference: 51190888

9. **Previous Leases** (delete statements with a * if not applicable)

The Lessor confirms that the premises described in Item 5 does not conflict with any other Lease currently lodged or registered.

10. **Grant/Execution**

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994

.....signature
.....full name
.....qualification / /
Witnessing Officer **Execution Date** **Chief Executive Officer**
Lessor's Signature
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

Bioplant Greenpath Pty Ltd A.C.N. 688 723 328

.....signature
.....full name
.....qualification / /
Witnessing Officer **Execution Date** **Director**
Lessee's Signature
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

DISCUSSION DRAFT ONLY - NOT FINALISED

SCHEDULE

Title Reference 51190888

1. REFERENCE SCHEDULE

1	Name and Address of Lessor	Flinders Shire Council <u>Postal Address</u> PO Box 274 HUGHENDEN QLD 4821 <u>Address for Hand Delivery</u> 34 Gray Street HUGHENDEN QLD 4821 <u>Email Address</u> ceo@flinders.qld.gov.au	
2	Name and Address of Lessee	Bioplant Greenpath Pty Ltd A.C.N. 688 723 328 <u>Postal Address</u> [TBC] <u>Address for Hand Delivery</u> 41 O'Donnell Drive LITTLEHAMPTON SA 5250 <u>Email Address</u> [TBC]	
3	Name and Address of Guarantor	[TBC]	
4	Address of Premises	[TBC]	
5	Term	[TBC]	
6	Options to Renew	[TBC]	
7	Rent (First Year of the Term)	[TBC]	
8	Rent Reviews	Rent Review Date	Rent Review Method
		Each yearly anniversary of the Commencement Date	CPI Review
9	Security Amount	[TBC]	
10	Permitted Use	[TBC]	

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2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease, the following terms have the following meanings unless the context otherwise requires:

Approvals means:

- (a) **[Insert specifically the approvals that were granted under the Agreement to Grant Lease]**; and
- (b) any other approvals that may be required by the Lessee to perform the Permitted Use or otherwise discharge obligations under this Lease.

Authority means any federal, state or local government authority or body.

Bank Guarantee means an unconditional and irrevocable undertaking (or any replacement or addition to it under clause 4.11) by an Australian trading bank and on terms acceptable to the Lessor acting reasonably to pay on demand the Security Amount. The Bank Guarantee must not contain an expiry date.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Hughenden.

Commencement Date means the date of commencement of this Lease as specified in Item 6.

Contaminated Land has the meaning given in the EP Act.

Contamination means any discharge, emission or deposit of anything in any state or combination of states, howsoever caused which brings about or causes or may be reasonably expected to bring about or cause any deterioration, degradation or harm or damage to the environment so as to create or be likely to create the following conditions:

- (a) a risk to the health of any person or conditions unsuitable for occupation or any material use;
- (b) a material degradation in its capacity to support plant life;
- (c) require remediation or clean up to any extent; or
- (d) a source of Contamination; or
- (e) material environmental harm, serious environmental harm or environmental nuisance within the meaning of the EP Act,

and the words **Contaminant** and **Contamination** have a corresponding meaning.

CPI means the All Groups Consumer Price Index for Brisbane, Queensland, published by the Australian Bureau of Statistics. If that index no longer exists it means the index officially substituted for it.

CPI Rate means the increase in the CPI measured from the CPI for the quarter ending immediately before the last date on which the Rent was reviewed (or the Commencement Date if there has been no intervening Rent review) to the CPI for the quarter ending immediately before the relevant review date, expressed as a percentage.

Creditable Acquisition, GST, GST Exclusive Market Value, Input Tax Credit, Supply and Tax Invoice each has the meaning attributed to each of those terms in the GST Law.

Default Interest Rate means the rate of 10% per annum.

EP Act means the *Environmental Protection Act 1994* (Qld).

ESA means an environmental site assessment or report made or produced by an independent party with

Commented [JB1]: CLAUSE 2 OF THE AGREEMENT TO GRANT LEASE (AGL) APPLIES: This is an Outstanding Term that requires negotiation and completion pursuant to Clause 2 of the AGL.

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suitable qualifications and experience after appropriate investigations, tests and surveys have been carried out or performed, describing the nature and extent of any Contamination detected during the course of the carrying out of those investigations, tests and surveys.

Expiry Date means the date of expiry of this Lease as specified in Item 6.

GST Date means the date which this Lease becomes subject to GST under the GST Law.

GST Law means that term as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantor means the persons named in Item 4 of the Reference Schedule, their successors and assigns.

Item means the relevant item number of the Form 7 of which this Schedule forms part.

Land means the land described in Item 2.

Law means any statute, regulation or ordinance made by an Authority and includes the applicable common law.

Lease means this Form 7 Lease and Form 20 Schedule and any schedules or annexures.

Lessee means the Lessee named in Item 3, and its successors in title and assigns.

Lessee's Works means any works constructed or installed at the Premises during the Term of this Lease by the Lessee from time to time, whether pursuant to clause 6.4(a) or otherwise, and includes any cropped land.

Lessee Cause means:

- (a) the negligence or default of the Lessee or any Lessee's employees or agents; or
- (b) the particular use of the Premises by any such person.

Lessor's Property means all Services, equipment, fittings, fixtures and furnishings of whatever nature supplied from time to time at the Premises by the Lessor.

Lessor means the Lessor named in Item 1 and its successors and assigns.

Market Review means the method of Rent review described in clause 4.4.

Month or **Monthly** means respectively calendar month or calendar monthly.

Option to Renew means the option or options, exercisable by the Lessee in accordance with this Lease, to renew this Lease for a further term or terms, but only if an Option to Renew is specified in the Reference Schedule.

Payee means the party receiving the Payment.

Payer means the party making the Payment. **Payment** means:

- (a) the amount of monetary consideration (exclusive of GST); or
- (b) the GST Exclusive Market Value of any non-monetary consideration; or
- (c) any amount required to be paid by the Payer to the Payee for a Supply under this Lease.

Permitted Use means the permitted use described in Item 9 of the Reference Schedule.

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Planning Scheme means the planning scheme governing the local government area in which the Premises are located pursuant to the *Planning Act 2016* (Qld) and its regulations as amended from time to time.

PPSA means the Personal Property Securities Act 2009 (Cth) and its regulations as amended and in force from time to time.

Premises means the part of the Land described in Item 5 and all Lessor's Property contained on that part of the Land.

Rates mean:

- (a) all general rates, special rates and separate rates made and levied under the *Local Government Act 2009* or any other act; and
- (b) any levy that an owner or occupier of land must pay to the Authority under an act other than the *Local Government Act 2009*.

Reference Schedule means the schedule in clause 1 of this Lease.

Rent means the annual sum specified in Item 6 of the Reference Schedule and where the context requires, any instalment/s of Rent.

Rent Review means the review of the Rent in each Rent Year in the manner prescribed in Item 7 of the Reference Schedule.

Rent Review Date means those dates nominated as Rent Review Dates in the Reference Schedule.

Rent Year means each separate year of the Term, with the first Rent Year commencing on the Commencement Date and each subsequent Rent Year commencing on the anniversary of the Commencement Date in each succeeding year.

Security Amount means the amount stated in Item 8 of the Reference Schedule.

Services means all mechanical ventilation, stop-cocks, alarm systems, fire prevention and extinguishing equipment, lavatories, air-conditioning equipment, grease traps, water apparatus, gas fittings, electrical fittings and apparatus and other services at the Premises and all fittings and equipment utilised for such services, as the context requires.

Staff means any employees, contractors, staff, sub-contractors or agents of the Lessee who perform or assist in performing obligations under this Lease, including carrying out the Permitted Use.

Supply has the meaning provided for that word in the GST Law.

Term means the term of this Lease, being the period from and including the Commencement Date to and including the Expiry Date.

Utilities means costs associated with the connection, use or consumption of any services to Premises provided by Authorities or others including water, electricity, gas, telephone and other communication services.

WHS Law means the *Work Health and Safety Act 2011* (Qld) and the WHS Regulation, as amended or replaced from time to time; and

WHS Regulation means the *Work Health and Safety Regulation 2011* (Qld).

1.2 **Interpretation**

- (a) Words importing the singular number include the plural and vice versa.

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- (b) Reference to a person includes any corporation and vice versa.
- (c) The respective obligations of each party under this Lease are separate and independent, and continue throughout the Term and any period of renewal (unless the context provides otherwise).
- (d) If any term of this Lease becomes unenforceable, that term will not affect the validity of the remaining terms of this Lease.
- (e) Reference to a Law includes all Laws amending or replacing a Law.
- (f) Reference to an Authority or body that have ceased to exist or been reconstituted, will constitute a reference to the Authority or body established in lieu of the initial Authority or body.
- (g) Where two or more persons are Lessees, the obligations of the Lessee (as the case may be) under this Lease bind them jointly and each of them severally.

1.3 Headings and sub-headings have been included for ease of reference only and have no bearing on the construction of this Lease.

3. GRANT OF LEASE

The Lessor grants and the Lessee accepts a lease of the Premises on the terms and conditions set out in this Lease.

4. RENT AND OTHER CHARGES

4.1 Payment of Rent

The Lessee must pay the Rent by equal monthly instalments (each being 1/12th of the Rent) in advance on the first day of each month with the first instalment to be paid on the Commencement Date. If an instalment is for a period of less than one month, then that instalment is the proportion of the Rent which the number of days in the period bears to the number of days in that year.

4.2 Rent Reviews

- (a) Rent Reviews occur yearly and in the manner set out in the Reference Schedule.
- (b) If the Lessor does not undertake a Rent Review for a Rent Year, then the Lessor may at any time throughout the Term or after the Expiry Date recover from the Lessee the difference between the Rent that was paid by the Lessee and the Rent that ought to have been paid had the Rent Review occurred.

4.3 CPI Reviews

- (a) The Rent on and from each Rent Review Date (other than a date that is a date on which a Market Review will occur) shall be adjusted by reference to the following formula:

$$R2 = (R1 \times A) \div B$$

Where:

R2 is the Rent after the Rent Review Date.

R1 is the Rent payable immediately before the Rent Review Date.

A is the CPI for the quarter ending immediately before the Rent Review Date.

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B is the CPI for the quarter ending immediately before the later of the Commencement Date and the last time rent was reviewed under this Lease.

- (b) If the adjustment referred to in the preceding subclause results in a decrease to the Rent payable for the Rent Year in which the Rent is being calculated, then the Rent for that Rent Year shall be the same as the Rent payable in the immediately preceding Rent Year.

4.4 Market Review

A Market Review of the Rent is to be carried out in accordance with the following procedure:

- (a) The Lessor may give a written notice to the Lessee notifying the Lessee of the Lessor's proposed Rent for the Rent Year (**Lessor's Notice**);
- (b) If the Lessee disputes the Rent proposed in the Lessor's Notice, the Lessee must within 45 days of receiving the Lessor's Notice provide the Lessor with written notice stating that it disputes the proposed Rent (**Lessee's Notice**);
- (c) If the parties cannot agree on the market Rent within 45 days of the Lessor receiving the Lessee's Notice, the Rent is determined by a Valuer on application by either party (with the costs of such valuation being borne equally by both the parties) provided that in no circumstances can the Rent for the Rent Year under review be less than that paid in the previous Rent Year;
- (d) If the Lessee does not provide a Lessee's Notice in accordance with sub-clause (b), the Lessee is deemed to agree with the Rent in the Lessor's Notice;
- (e) Within 30 days of being appointed, the Valuer must determine the Rent and notify both parties. If the Valuer fails to provide the determination of Rent, either party may apply to the president of the Institute for a replacement Valuer. The determination of the first Valuer will be of no effect unless it is received prior to the appointment of the replacement Valuer;
- (f) In determining the annual market Rent, the Valuer will:
 - (i) Be deemed to act as an expert and not as an arbitrator;
 - (ii) Value the Premises as being fit for occupation and in full leasable repair (even if works or repairs are being carried out to the Premises);
 - (iii) Value the Premises as being available to be let immediately to a willing Lessee without a premium, subject to the terms and conditions of this Lease (other than the Rent or any Rent concession given to secure a Lessee) and on the assumption that that Lessee will perform all of its obligations under the Lease;
 - (iv) Consider:
 - A. The market Rent of comparable premises in the vicinity of the Premises;
 - B. The Term;
 - C. The rent paid under any sublease of the Premises;
 - D. The Permitted Use;
 - E. The terms of this Lease;
 - F. Any fixed improvements made by the Lessor during the Term; and
 - G. Any other matter that may be relevant to the determination, unless excluded below,
 - (v) Disregard:

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- A. Any rent abatement, reduction, concession or other incentive commonly in use or actually used in this Lease or comparable leases;
 - B. Any deleterious condition of the Premises or a reduction in the Rent value of the Premises which has resulted from a breach of this Lease by the Lessee;
 - C. Any alterations made to the Premises by the Lessee which has adversely affected the condition or Rent value of the Premises;
 - D. The fact that part of the Term has elapsed; and
 - E. The value of any goodwill attributable to the Lessee's Business or any of the Lessee's Property, except to the extent that the Lessor contributed to such goodwill.
- (vi) If the Lessor does not serve a Lessor's Notice on the Lessee, the Rent for the Rent Year will remain the same as the previous Rent Year. It is at the Lessor's discretion as to whether to serve a Lessor's Notice on the Lessee unless the Lessee serves notice on the Lessor during the relevant Rent Year requiring the Lessor to do so, upon which the Lessor must serve a Lessor's Notice on the Lessee within 30 days.
- (vii) Despite any provision of this Lease to the contrary, the Rent following a Review Date cannot be less than the Rent in the year immediately prior to that Review Date.
- (viii) Payment and adjustment
- A. Until the reviewed Rent is agreed or decided under this clause 4.4, the Lessee must pay the Lessor the Rent payable immediately prior to the relevant Review Date.
 - B. On the first day of the month after the Rent is agreed or determined under this clause 4.4, the Lessee and the Lessor must make the appropriate payment or refund to ensure that from the relevant Market Review Date the Lessee has paid and the Lessor has received the reviewed Rent.

4.5 Payment of other charges

- (a) The Lessee must pay, or is responsible for ensuring the payment of, all Rates or their equivalents and all Utilities in relation to the Premises during the Term by the due date for payment, whether or not imposed on the Lessor, the Lessee, the Premises or the Services.
- (b) The Lessee must establish Utility accounts in its own name from the Commencement Date and, if required, the Lessee must cause the Premises to be separately metered at its own cost.

4.6 Costs of Lease

The Lessee must pay upon demand the following expenses:

- (a) survey fees and registration fees associated with the registration of this Lease;
- (b) the Lessor's costs and expenses (on a solicitor and own client basis) to prepare, execute, stamp and register this Lease;
- (c) the Lessor's solicitors' costs (on a solicitor and own client basis) for the preparation, execution and registration of any new lease, variation to or extension of lease.

4.7 Costs of notices, re-entry and consents

The Lessee must, upon demand by the Lessor, pay all costs (including the Lessor's solicitors' costs, on a solicitor and own client basis) and expenses incurred by the Lessor in relation to:

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- (a) any notice lawfully given to the Lessee pursuant to this Lease and any actions taken to enforce the performance of the Lessee's obligations under this Lease;
- (b) the lawful termination or attempted termination of this Lease, or the lawful re-entry or attempted re-entry by the Lessor into the Premises;
- (c) the surrender of this Lease (including any duty and registration fees);
- (d) the consideration of any consents by the Lessor requested by the Lessee pursuant to the terms of this Lease; and
- (e) the Lessor, without fault, being made a party to litigation commenced by or against the Lessee (other than litigation between the parties), and arising directly or indirectly from the Lessee's occupation of the Premises.

4.8 Method

The Lessee must pay the Rent, Rates, Utilities, GST and any other money it owes the Lessor on time and by direct debit (or such other method that the Lessor reasonably requires) to the Lessor without set-off, counterclaim, withholding or deduction.

4.9 Goods and Services Tax

- (a) Subject to sub-clause 4.9(b), any Payment required to be made under this Lease after the GST Date will be increased by any GST payable by the Payee for that Supply. The Payee will deliver a Tax Invoice for the Payment to the Payer at or before the Payment becoming due.
- (b) Where a Payment is a repayment of, or contribution to, a Creditable Acquisition made by the Payee, the Payment will (prior to the increase provided for under sub-clause (a)) be discounted by the amount of the Input Tax Credit to which Payee is entitled for that Creditable Acquisition under the GST Law.

4.10 Interest on overdue money

If the Lessee does not pay any amount payable by it under this Lease on time, it must pay interest on that amount on demand by the Lessor from when it becomes due for payment until it is paid in full. The Lessee must pay the interest at the end of each month without demand. Interest is calculated from the due date for payment on daily balances at the Default Interest Rate.

4.11 Security Amount

(a) Provision of Security

On or before the Commencement Date, the Lessee must give the Lessor a Bank Guarantee for the Security Amount as security for the performance of the Lessee's obligations under this Lease. The Bank Guarantee must:

- (i) be in favour of the Lessor and its successors and assigns;
- (ii) state that it is in respect of the Lessee's obligations under the Lease of the Premises;
- (iii) not be restricted to specific expenses such as rent;
- (iv) refer to the Lessee's full name and not the Lessee's trading name; and
- (v) not specify an expiry date.

(b) Security Deposit in lieu of Bank Guarantee

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Despite the provisions of clause 4.11(a), the Lessor may, in the Lessor's sole and absolute discretion, accept from the Lessee a bank cheque or other form of monetary security equalling the Security Amount in lieu of a Bank Guarantee ("**Security Deposit**"). In the event that the Lessor accepts the Security Deposit, the parties acknowledge and agree that a reference to the Bank Guarantee in this clause 4.11 will be deemed to include a reference to the Security Deposit. The Lessor will be under no obligation to invest the Security Deposit.

(c) **Lessor's right to call**

(i) If the Lessee does not comply with any of its obligations under this Lease (including any period of holdover or any extension of this Lease), whether the Lease is registered or not, then:

A. The Lessor may provide the Lessee with a notice of its intention to call on the Bank Guarantee within a period of time (which must be no less than 7 days) ("the Notice Period") and particularising the reasons for which the Lessor intends to call on the Bank Guarantee; and

B. If the reasons for which the Lessor intends to call on the Bank Guarantee have not been resolved in full by the end of the Notice Period, the Lessor may call on the Bank Guarantee without further notice to the Lessee and apply the amount of the Security Deposit (or part of it) to remedy the obligation breached by the Lessee.

(ii) Payment under the Bank Guarantee does not limit the rights of the Lessor under the Lease or operate as a waiver of the Lessee's default of any of the Lessee's obligations under the Lease.

(d) **Obligation to replace**

If the Lessor calls on the Bank Guarantee, then the Lessor may give the Lessee a notice asking it for a replacement or additional Bank Guarantee so that the amount guaranteed equals the Security Amount. The Lessee must deliver the replacement or additional Bank Guarantee to the Lessor not later than 14 days after the Lessor asks for it.

(e) **Return of Bank Guarantee**

When the Lease ends and the Lessee has discharged its obligations under clause 11 of this Lease, then unless the Lessor has a basis under this clause for withholding payment of the Bank Guarantee or part of it, the Lessor must promptly return to the Lessee any part of the Bank Guarantee not needed to recover the Lessor's loss.

(f) **Change of Lessor**

If for any reason the Lessor named in this Lease ceases to be the Lessor, then the Lessee must promptly do whatever is necessary on the Lessee's part to give the new Lessor the benefit of the Bank Guarantee and, if necessary, promptly arrange to deliver a new replacement Bank Guarantee in favour of the new Lessor.

5. OCCUPATION OF PREMISES

5.1 Use and conduct

- (a) The Lessee must not use the Premises for any use other than the Permitted Use.
- (b) In carrying on the Permitted Use, the Lessee must at all times:
- (i) comply with the relevant requirements of the Planning Scheme; and
 - (ii) comply with the conditions of any relevant Approvals.

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- (c) The Lessor does not warrant that the Premises are, or will remain, suitable for the Lessee's use and any warranties as to the suitability of the Premises implied by Law are negated. For avoidance of doubt, and notwithstanding anything else in this Lease, the Lessee has made its own enquiries to satisfy itself that the Premises is suitable for the Permitted Use, and the Lessee is capable of discharging its obligations under this Lease. The Lessee must still comply with clause 6.4 when carrying out obligations under this clause, and nothing in this clause fetters the Lessor's discretion under clause 6.4.
- (d) **Milestones for the Permitted Use**
[To develop]
- (e) **Termination of Lease in certain circumstances**
- (i) The Lessee acknowledges and agrees that the Lessor may terminate this Lease upon providing written notice to the Lessee in the event that the Lessee considers the Permitted Use has been substantially interrupted or suspended.
- (ii) For the preceding subclause, the Permitted Use will be taken to be "substantially interrupted" or "suspended" if:

[To develop]

Commented [JB2]: CLAUSE 2 OF THE AGREEMENT TO GRANT LEASE (AGL) APPLIES: This is an Outstanding Term that requires negotiation and completion pursuant to Clause 2 of the AGL.

These milestones should include an agreed timetable for completing construction of the Facility.

Commented [JB3]: CLAUSE 2 OF THE AGREEMENT TO GRANT LEASE (AGL) APPLIES: This is an Outstanding Term that requires negotiation and completion pursuant to Clause 2 of the AGL.

5.2 **Positive obligations**

The Lessee must:

- (a) conduct the Permitted Use at the Premises in good faith, in a professional and competent way, to a standard expected of a first class business associated with the Permitted Use, and offer to its customers the highest standards of service, courtesy, visual appeal and efficiency.
- (b) secure the Premises in a manner that is consistent with any work health and safety requirements and minimises the risk of unauthorised entrants from accessing the Premises.
- (c) comply on time with all Laws, and obtain and maintain all licences and approvals required at Law to carry on the Lessee's business from the Premises.
- (d) notify the Lessor of any changes to its office-bearers within 30 days after any change.
- (e) allow the Lessor, its employees and contractors, to inspect and take copies of the records of the Lessee for the purposes of determining whether or not the Lessee has been or is complying with its obligations under this Lease, where the Lessor, acting reasonably, considers that the Lessee may be in breach of an obligation under this Lease.
- (f) regularly monitor the Lessee's email address for service described in item 2 of the Reference Schedule.
- (g) promptly notify the Lessor in writing of any damage sustained to the Premises or defective operation of the Services.
- (h) promptly, when asked by the Lessor, do everything necessary for the Lessee to do to enable the Lessor to exercise its rights under this Lease.
- (i) participate in emergency fire or safety drills of which the Lessor or any relevant Authority gives reasonable notice.
- (j) lock all exterior doors and windows when the Premises are not in use.
- (k) maintain a key register that details all persons possessing keys or other means of access to the Premises and provide a copy of the key register to the Lessor upon request.

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- (l) comply with any rules that the Lessor may make in connection with the operation, use (including occupant safety), management and occupation of the Premises.

5.3 Negative obligations

The Lessee must not:

- (a) use any part of the Premises for residential purposes.
- (b) cease operating from the Premises for any period without the Lessor's prior written consent (and subject to clause 5.1(e)).
- (c) erect any signs, placards, notices or posters to the Premises that are visible from the exterior of the Premises without the Lessor's prior written consent (other than signage prescribed by Law).
- (d) use any form of light, power or heat (other than an apparatus for heating beverages, auxiliary power during any power failure or, electricity or gas supplied through meters).
- (e) install external lighting upon the Premises without the prior written approval of the Lessor.
- (f) allow any approved external lighting (other than lighting approved by the Lessor for the purpose of optimising the security of the Premises) to operate later than the time (if any) nominated by the Lessor or, where the Lessor has not nominated a time, midnight.
- (g) misuse or do anything to overload the Services.
- (h) interfere with the Services, or use them for any purpose other than those for which they were constructed.
- (i) carry on or permit to be carried on any offensive or illegal act, or any act which may void or invalidate any insurances effected by the Lessor in respect of the Lessor's Property or any other part of the Premises.
- (j) store or use inflammable, volatile or explosive substances on the Premises except when the substances are required for the Permitted Use.
- (k) use any form of light, power, or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.
- (l) place a shipping container on the Land without the prior written consent of the Lessor, which may be withheld or given subject to such conditions required by the Lessor in the Lessor's absolute discretion, including:
 - (i) conditions as to the maximum size of the shipping container, the part of the Land where the shipping container may be stored, the duration for which the shipping container may be stored on the Land, the condition, standard and colour of the shipping container and the purpose for which the shipping container may be used;
 - (ii) that the Lessee must obtain all relevant Authority approvals and approvals required at Law;
 - (iii) any other conditions reasonably required by the Lessor, including, without limitation, the Lessor's requirements in relation to the removal of the shipping container upon the expiry of this Lease.
- (m) engage in, and must ensure that its employees and agents do not engage in:
 - (i) public criticism of the Lessor concerning the Premises, or criticism of the Premises, unless obliged by law to do so;

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- (ii) anything that is, or may be, dangerous, annoying or offensive to, or that may interfere with, the Lessor or other tenants or people using the Premises, the Land or in the adjacent lots or buildings;
- (iii) anything that might adversely affect, or reflect unfavourably upon, the Lessor's business or reputation or that of the Premises or that might confuse, mislead or deceive the public, via social media or by any other means available to the Lessee.

6. MAINTENANCE AND REPAIR OF PREMISES

6.1 Lessee's obligation to clean, repair and maintain

- (a) The Lessee must:
 - (i) keep the Premises and the Lessee's Works (including the external surfaces) clean and tidy;
 - (ii) ensure that all of the Lessee's Works are maintained in good repair and condition for the duration of the Term, in the manner that a prudent owner of the Lessee's Works would maintain assets of that nature;
 - (iii) maintain the exterior parts of the Premises in good order and condition (including but not limited to keeping all gardens free from noxious plants and weeds);
 - (iv) prepare and implement a weed management program to prevent the incursion and spread of weeds and other flora regulated by the *Biosecurity Act 2014*;
 - (v) carry out any repairs and maintenance that may be required to the Premises for any reason;
 - (vi) keep the Premises clean and not allow any accumulation of useless property or rubbish at the Premises. In particular, the Lessee must supply and maintain sufficient and suitable refuse bins upon the Premises and arrange for the regular collection, storage and removal of all refuse, waste and rubbish from the Premises at its own cost to the satisfaction of the Lessor; and
 - (vii) keep the Premises free of rodents, cockroaches and other pests and vermin (including by undertaking a pest eradication program no less than annually) and comply with the Lessor's reasonable directions in that regard.
- (b) The Lessee must maintain the Premises, the Lessee's Works and all Services in good condition and at least as good a condition as at the Commencement Date without any allowance for fair wear and tear including carrying out any repairs and fixing any damage the Lessee causes.
- (c) Without limiting the generality of sub-clause (b), the Lessee must, to the extent applicable:
 - (i) maintain, repair and keep:
 - A. any signs at the Premises;
 - B. the Services (including testing);
 - C. all fencing bounding the Premises,in good repair at the Lessee's cost.
 - (ii) replace any broken light bulbs, tubes or glass at the Premises;
 - (iii) maintain and service any statutory compliance systems and building systems, including fire protection and life safety systems;

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- (iv) maintain and service all mechanical, hydraulic and electrical systems;
 - (v) maintain the waste pipes, drains and conduits within the Premises in a clean and free-flowing condition and employ a licensed tradesperson to clear any blockages.
- (d) The Lessee shall also be responsible for all works (whether repairs and maintenance or works of a capital or structural nature) that are required:
- (i) to keep the Lessee's property and any Lessee's Works in good repair;
 - (ii) by a mandatory order or ruling from an Authority or court; and/or
 - (iii) due to a Lessee Cause.
- (e) The Lessee must ensure that licensed personnel attend to all installation and maintenance work upon the Premises concerning:
- (i) water supply, sewerage and drainage apparatus;
 - (ii) electrical and mechanical apparatus;
 - (iii) building and other structures;
 - (iv) vermin and pest control;
 - (v) wildlife removal; and
 - (vi) all other things for which the application of formally-accredited skill is necessary or prudent.
- For the purposes of this clause 6.1(e), "licensed personnel" means persons licensed by Law to perform the work concerned.
- (f) For the avoidance of doubt, the Lessor shall have no maintenance obligations under this Lease, of any nature whatsoever in relation to any Lessee's Works or other Works.

6.2 Infectious diseases

If the Lessee discovers, or possesses reasonable grounds for believing or suspecting, that there is present upon the Premises an infectious disease that requires notification under any law, the Lessee must:

- (a) notify the proper Authority as required by that law;
- (b) notify the Lessor;
- (c) fumigate and disinfect the Premises thoroughly; and
- (d) comply with all requirements of the Authority and reasonable directions of the Lessor.

6.3 Obligations under EP Act

- (a) **ESA**
 - (i) Within 90 days of the Commencement Date, the Lessor will arrange for or procure the completion of an ESA (**First ESA**), the cost of which will be borne by the Lessee.
 - (ii) The Lessor and the Lessee agree that the First ESA establishes the degree of Contamination of the Premises at the time the Lessee took possession of the Premises.
 - (iii) At the expiry or sooner determination of this Lease, the Lessor will obtain and provide to

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Council a further ESA (**Further ESA**), the cost of which will be borne by the Lessee.

- (iv) The scope of the matters to be covered by the Further ESA, the location and depth of boreholes to be used for tests and the methodology used in the Further ESA must be consistent with those contained in the First ESA.
- (v) The Further ESA must be completed within 90 days after the Expiry Date or earlier termination of the Lease.
- (vi) If the Further ESA shows that the Premises is subject to Contamination at levels that have increased or deteriorated from the levels contained in the First ESA, then the Lessor may either:
 - A. direct the Lessee to carry out any remediation work required to restore the Premises (and any adjoining land) to the condition disclosed in the First ESA; or
 - B. itself incur the costs of carrying out any remediation work required to restore the Premises (and any adjoining land) to the condition disclosed in the First ESA, with all costs recoverable from the Lessee as a liquidated debt.
- (b) The Lessor does not warrant that the Land is not Contaminated Land. The Lessee acknowledges and agrees that it has made the necessary inspections and enquiries to satisfy itself whether or not the Land is Contaminated Land.
- (c) The Lessee must not permit its employees, agents or others (with or without invitation) who may be at or around the Premises to cause the Land to become Contaminated Land. If it does become Contaminated Land, the Lessee must immediately take such remediation measures as reasonably required by the Lessor and the chief executive under the EP Act. If the Lessee fails to take such measures, the Lessor may take such remediation measures as the agent of the Lessee and at the expense of the Lessee, which will constitute a liquidated debt immediately due and owing by the Lessee to the Lessor and payable on demand made by the Lessor.
- (d) The Lessee must indemnify and keep indemnified the Lessor against any claim, damage, liability of expense which the Lessor may be, or becomes, liable (during or after the Term) because the Lessee fails to comply with sub-clause 6.3(b).

6.4 No alterations without consent

- (a) The Lessee must not undertake any structural works, make any alterations or improvements to the Premises or the Services or construct any improvements on the Land (**Works**) without the Lessor's prior written consent, which (should it be forthcoming) will include the following conditions:
 - (vii) the Lessee must provide detailed plans of the Works to the Lessor who may refer the plans to the Lessor's consultants for its approval and recover the reasonable costs the Lessor has incurred with its consultants;
 - (viii) the Lessee must obtain all relevant Authority approvals to the Works before commencing the Works. If reasonably required by the Lessor because of the nature of the Works and the extent to which the Works affect the Land, the Lessee must construct the Works under the supervision of the Lessor's consultants (with the cost of the supervision to be borne by the Lessee);
 - (ix) the Works must be carried out in a proper and workmanlike manner, and at the cost of the Lessee, by contractors who have a current public liability insurance policy for at least \$20,000,000.00 and have previously been approved by the Lessor (with such approval not to be unreasonably withheld);
 - (x) the Lessee must comply with the Lessor's reasonable requirements and standards of design, quality, style and appearance;

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- (xi) the Lessee must indemnify and keep indemnified the Lessor against all claims, expenses and losses incurred by the Lessor relating to the construction of the Works; and
 - (xii) any other conditions reasonably required by the Lessor, including, without limitation, the Lessor's requirements in relation to the Works upon the expiry of this Lease.
- (b) The Lessee must maintain the Works to the standard required by clause 6.1 of this Lease.
- (c) The Lessee acknowledges that the Lessor may, in its absolute discretion, require the Lessee to remove any Works upon the expiry or earlier termination of this Lease in accordance with clause 11. Where the Lessor does not give notice in accordance with clause 11, any Works installed by the Lessee shall remain part of the Premises upon the expiry or earlier termination of this Lease and the Lessee may not sever them from the Land.
- (d) The Lessor shall not be liable to pay any amount to the Lessee in compensation for the Works.
- (e) If any Works are undertaken without the Lessor's approval, then:
- (i) the Lessee must bear all liability for any such alterations or additions, including without limitation, completing the alterations or additions to the standard required by the Lessor and any cost associated with the alteration or addition;
 - (ii) the Lessor may, in its absolute discretion, require the alteration or addition to be removed and the Premises restored, with all costs associated with such removal and restoration wholly borne by the Lessee.

6.5 Work health and safety

- (a) The Lessee must comply, and must ensure that any person that it engages to conduct work at the Premises complies, at all times with the WHS Law and WHS Regulation and any applicable Codes of Practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- (b) The Lessee must, at its cost, comply with any direction from Worksafe Qld (or any successor organisation or other relevant Authority) (**WorkSafe**) and/or the Lessor in relation to rectification of any non-compliances with the WHS Act, WHS Regulations or any guidelines from WorkSafe in relation to monitoring and/or rectification of workplace health and safety issues.
- (c) The Lessee acknowledges that during the Term, the Lessee will have management and control over the Premises.
- (d) The Lessee agrees that if there is any Construction Project (as defined under the WHS Regulations) carried out at the Premises by the Lessee, it will be the Principal Contractor (as defined in the WHS Regulations) for the Construction Project, unless it validly appoints another person as Principal Contractor.
- (e) The Lessee must promptly notify the Lessor of any risks to health and safety of persons using the Premises or the Lessor's Property as soon as reasonably practicable after becoming aware of the risks, and immediately in the case of any notifiable incidents (within the meaning of the WHS Act and in accordance with guidelines from WorkSafe) (**Incident**). In respect of each Incident, the Lessee must conduct an incident investigation, and provide this promptly to the Lessor.

7. RESERVATIONS AND RIGHTS

7.1 Reservations

Notwithstanding any provision of this Lease to the contrary, the Lessee's right to exclusive possession under this Lease is subject to the provisions of this clause 7.

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7.2 Right of entry

The Lessor reserves the right to:

- (a) enter and view the Premises upon providing no less than forty-eight (48) hours prior notice. If the Lessor considers it necessary, the Lessor may leave a notice at the Premises requiring the Lessee, within a stated reasonable period, to carry out a repair or take the required action for the Lessee to comply with the terms of this Lease.
- (b) at all times effect any works to the Premises considered reasonably necessary by the Lessor for the safety or preservation of the Premises or to comply with any Laws. The Lessor will (except in an emergency, the existence of which shall be determined by the Lessor acting reasonably) carry out the works in a manner which minimises, so far as practicable, interruption to the Lessee's business, and shall provide reasonable prior notice of its intention to enter the Premises for this purpose.

The Lessee must permit any works constructed by the Lessor pursuant to this clause to be used by the Lessor, the public (or as nominated by the Lessor) and to be accessed through the Premises but only to the extent reasonably necessary.

7.3 Third party interests

- (a) The Lessee must during the Term permit any person having any interest in the Premises superior to or concurrent with the Lessor to exercise the Lessor's and that person's lawful rights.
- (b) The Lessor reserves the right to grant, and the Lessee's rights under this Lease are subject to, any easements or arrangements the Lessor makes regarding the Land for the purposes of providing access to the Land or the provision of any services to the Land, provided that such easements do not substantially interfere with the Lessee's rights under this Lease.

8. INSURANCES, INDEMNITIES AND GUARANTEE

8.1 Insurances

- (a) The Lessee must effect and maintain with a reputable insurer, on terms approved by the Lessor, in the name of the Lessee and the Lessor:
 - (i) a standard public liability insurance policy for at least \$20 million per occurrence (as varied by notice from the Lessor to the Lessee).
 - (ii) plate glass insurance for all plate and other glass in the Premises or forming part of the boundary walls of the Premises.
 - (iii) workers compensation or other work cover insurances.
 - (iv) insurance for the reinstatement and replacement of the property and improvements situated in the Premises owned by the Lessee for which the Lessee is legally liable, including the Lessee's Works, and for all fixtures and improvements installed in the Premises by the Lessee. The policies must be for an amount not less than the full replacement cost with coverage against physical loss or damage, including the cost of removing rubbish and debris, the fees of architects, leak detection and other professional advisors, a reasonable allowance for claim preparation costs and cover for loss or damage, including earthquake, fire, storm and weather perils, water damage, flood, accidental damage, impact, explosion, burglary and theft (including by tenants or their guests), vandalism and loss of money;
 - (v) loss of revenue or other income following an insured incident for a period that allows for a reasonable time for reconstruction;
 - (vi) the insurances required by clause 8.2;

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- (vii) if required by the Lessor, a policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.
- (viii) any other form or forms of insurance which are required by law or which the Lessor reasonably requires from time to time in amounts and for perils against which a prudent lessee would protect itself in similar circumstances.
- (b) The Lessee must produce to the Lessor evidence that it has complied with clause 8.1 on or before the Commencement Date, on each anniversary of the Commencement Date and at any other time reasonably requested by the Lessor.
- (c) The Lessee must not do anything which could:
 - (i) prejudice any insurance of the Premises or property in the Premises;
 - (ii) increase the premium for that insurance without the Lessor's consent.
- (d) If the Lessee does anything that increases the premium of any insurance the Lessor has in connection with the Premises, the Lessee must pay the amount of that increase to the Lessor on demand.
- (e) The Lessee must: pay all premiums and other monies payable in respect of any such policy whenever they become due and payable; and
 - (i) ensure that it: satisfies itself as to; and
 - (ii) ensures strict compliance with,the terms of any policy of insurance effected under this Lease.
- (f) If an event occurs which, in the Lessee's opinion, may give rise to a claim involving the Lessor under any policy of insurance, the Lessee shall promptly notify the Lessor and keep the Lessor fully informed of actions and developments concerning the claim and must not compromise or settle any claim without the prior consent of the Lessor.
- (g) If the Lessee fails to take out or to keep in force any insurance required by this Lease, or if the insurance is not reasonably approved by the Lessor, the Lessor may effect the insurance at the sole cost of the Lessee and all outlays made by the Lessor will be payable by the Lessee to the Lessor on demand without prejudice to any other rights and remedies of the Lessor under this Lease.

8.2 Works insurance

Before undertaking any works (including Lessee's Works) on the Land, the Lessee (or its relevant contractors) must effect and maintain, until completion of the relevant works:

- (a) a public and products liability insurance policy providing cover to the insured parties for their legal liability arising from injury to or death of any person or damage to or destruction of the property of any person arising from the Lessee's or the Lessee's employees, agent, invitees or contractors', acts or omissions in connection with or the carrying out of the works;
- (b) a contract works insurance policy which:
 - (i) includes coverage for:
 - A. consequential damage caused by defective workmanship or faulty design; and
 - B. removal of debris costs;
 - (ii) covers loss or damage to:

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- A. those works (including any associated temporary works);
 - B. the Lessee's Works and all other items of Lessee's property, or any other improvements of third parties that may be in or on the Land;
 - C. all materials and things (including plant) brought onto or in storage on the Land by the Lessee or the Lessee's employees, agent, invitees or contractors', other than construction plant and equipment unless it is to be incorporated into those works; and
 - D. all materials and things associated with those works in storage off-site or in transit to the Land,
- (iii) a machinery breakdown insurance policy;
- (iv) for an amount not less than the full value of those works on a full reinstatement and replacement basis (including costs of demolition and removal of debris and an amount necessary to cover fees to all consultants and contractors), which amount must be approved by the Lessor acting reasonably;
- (v) loss of revenue insurance;
- (vi) workers compensation insurance against statutory or common law liability for death of or injury to employees of the Lessor or its Associates which must:
- A. be for an unlimited amount;
 - B. comply with all laws and legal requirements applicable to workers compensation insurance;
- (vii) motor vehicle insurance against liability (including the Lessee's liability to the Lessor) arising from the use of any registered vehicle, mobile plant, equipment and vehicles (whether owned, rented or leased) while used in connection with the works, which must be for an amount of no less than \$20 million in respect of any single occurrence and insure the Tenant and its contractors as insured parties; and
- (viii) professional indemnity insurance against liability arising from the professional negligence or breach of professional duty in connection with the provision of professional services associated with performance of the works which:
- C. is effected in the name of the Lessee's contractors undertaking the relevant professional services (including the Lessor and the Lessee in respect of their vicarious liability) as an insured party;
 - D. is effected before the insured party commences any activities relating to the works; and
 - E. is maintained for a period of at least 6 years after the expiry of the last defects liability period applying to practical completion of those works.

8.3 Indemnities

- (a) The Lessee occupies and uses the Premises at its own risk. The Lessor is not liable in any circumstances to the Lessee for any damage to the Lessee's property in or about the Premises, interruption to the Services nor any loss of profits by the Lessee.
- (b) The Lessee must indemnify and keep indemnified the Lessor (during and after the Term) against all actions, claims, losses and expenses suffered or incurred by the Lessor or for which the Lessor is or may become liable in respect of or arising in connection with:

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- (i) any act, omission, negligence or default under this Lease of the Lessee or the Lessee's employees and agents;
- (ii) any loss, damage or injury to property or person or death to a person caused by or contributed to by the use of the Premises by or on the part of the Lessee or the Lessee's employees and agents;
- (iii) the negligent or careless use or neglect of the Services and facilities of the Premises by the Lessee or the Lessee's employees and agents;
- (iv) the Lessee's breach of this Lease;
- (v) any fault or defect in any works or the Tenant's Property;
- (vi) inundation by water, through storm surge or other forms of tidal flooding;
- (vii) the Lessee's use or occupation of the Land;
- (viii) the failure of the Lessee to notify the Lessor of any defect in any Service of which the Lessee is actually aware;
- (ix) the Lessor doing anything which the Lessee must do under this Lease but has not done or which the Lessor reasonably considers the Lessee has not done properly,

except to the extent caused by the negligence or default of the Lessor.

9. SUBLETTING, ENCUMBERING, ASSIGNING AND OTHER DEALINGS

9.1 Subletting and encumbering

The Lessee must not without the Lessor's prior written consent (which may be withheld or given subject to such conditions required by the Lessor in the Lessor's absolute discretion):

- (c) sublet or in any manner part with possession of the Premises; or
- (d) mortgage or otherwise encumber the Lessee's interest in this Lease.

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9.2 Assignment

The Lessee must not assign this Lease without the prior written consent of the Lessor provided that such consent will not be unreasonably withheld if:

- (a) the Lessee has, at least thirty (30) days before the proposed assignee intends to take possession of the Premises pursuant to an assignment, makes a written request for the Lessor's consent together with:
 - (i) in relation to each proposed assignee and guarantor:
 - A. their full names and addresses;
 - B. an up-to-date summary of assets and liabilities prepared by and signed by an accountant;
 - C. any other information reasonably required by the Lessor to establish the proposed assignee's and guarantor's financial position; and
- (b) the Lessee proves to the Lessor's reasonable satisfaction that:
 - (i) the proposed assignee is respectable, suitably qualified and capable of carrying on the Permitted Use and performing the obligations on the part of the Lessee under this Lease; and
 - (ii) the proposed assignee is of sufficiently substantial financial standing, having regard to both its net assets and revenue, that a reasonable person would consider that the proposed assignee is able to meet the Lessee's payment obligations under this Lease for the entire duration of the unexpired term; and
 - (iii) the proposed guarantor is of sufficiently substantial financial standing, having regard to both its net assets and revenue, that a reasonable person would consider that the proposed guarantor is able to meet the Guarantor's obligations under this Lease for the entire duration of the unexpired term including any option terms.

9.3 Lessor's consent

Any consent by the Lessor to a proposed assignment given under this clause is conditional upon each of the following occurring before the proposed assignee takes possession of the Premises:

- (a) the Lessee and the proposed assignee entering into a deed of consent with the Lessor in the form reasonably required by the Lessor;
- (b) the proposed assignee providing the Lessor with a guarantee and indemnity signed by the proposed guarantor in favour of the Lessor in the form required by the Lessor;
- (c) the Lessee and the proposed assignee complying with the Lessor's reasonable requirements in relation to the documentation, stamping and registration of the intended assignment;
- (d) any default by the Lessee under this Lease arising up to the date of completion of the proposed assignment being remedied; and
- (e) the Lessee paying to the Lessor the Lessor's reasonable legal costs of the giving of its consent.

9.4 Change in control of Lessee

Where the Lessee is a company, if there is a proposed change in the shareholding of the Lessee or its holding company so that a different person or group of persons from that existing at the date on which the Lessee acquired its interest in this Lease will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings, then clause 9.2 and 9.3 applies

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and that proposed change in control is treated as a proposed transfer of this Lease and the person or group of persons acquiring control is treated as the proposed new tenant.

10. DEFAULT OF LESSEE

10.1 Definition of default

The Lessee will be in default of this Lease, if:

- (a) any part of the Rent is in arrears for 14 days, whether demanded or not;
- (b) any money (other than the Rent) payable by the Lessee under this Lease on demand is not paid within 14 days of the Lessor making such a demand, or if any other money payable by the Lessee under this Lease is not paid by the payment due date;
- (c) the Lessee disobeys or fails to comply with a term of this Lease;
- (d) the Lessee (except for the purpose of reconstruction) or the Guarantor becomes bankrupt, insolvent, under administration, in liquidation or receivership, or otherwise without full capacity;
- (e) the Lessee's interest under this Lease is taken in execution under any legal process.

10.2 Rights upon default

- (a) If the Lessee defaults under this Lease, the Lessor may (without prejudice to any other rights):
 - (i) subject to any prior notice required by Law , re-enter and take possession of the Premises and eject the Lessee and any persons in possession of the Premises (which may be by force, if necessary), from which time this Lease will be terminated;
 - (ii) terminate this Lease by giving written notice to the Lessee;
 - (iii) recover from the Lessee or the Guarantor any loss the Lessor suffers;
 - (iv) by giving written notice to the Lessee, elect to convert the unexpired residue of the Term to a monthly tenancy.
- (b) If this Lease is terminated under this clause 10.2, without limiting its other rights under this Lease or at law, the Lessor may in its discretion recover from the Lessee:
 - (i) all arrears of money payable by the Lessee, calculated in each case to the date of termination;
 - (ii) all money which would have been payable by the Lessee under this Lease for the period of the Term remaining after termination of this Lease had it been fully performed by the Lessee;
 - (iii) all reasonable costs incurred by the Lessor in rectifying any breaches by the Lessee of this Lease;
 - (iv) all reasonable costs incurred by the Lessor in recovering any money or enforcing any security available to the Lessor; and
 - (v) all reasonable costs incurred by the Lessor for legal fees and expenses, marketing, agency fees and to make good the Premises in accordance with the terms of this Lease, including, where applicable, interest on those amounts, calculated at the Default Interest Rate from when they become due for payment until paid in full.
- (c) Upon re-entry to the Premises, the Lessor may remove any fittings, additions, signage, chattels

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or other property at the Premises and store them at the cost of the Lessee (those costs are payable by the Lessee to the Lessor on demand) without being guilty of conversion or liable for any loss or damage to these items. If the Lessee fails to claim the items within 14 days of removal, those items are deemed abandoned by the Lessee and:

- (i) the Lessor may elect to either:
 - A. retain the property, from which time such items shall become the property of the Lessor without the Lessor being in any way liable to pay compensation for the retention of the property; or
 - B. remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.
- (ii) the Lessee:
 - A. releases and forever discharges the Lessor from all actions, claims, demands, damages, costs, losses and expenses (**Claims**) which the Lessee may sustain or incur in relation to the Lessee's abandoned property; and
 - B. the Lessee indemnifies and holds indemnified the Lessor from all Claims the Lessor may sustain or incur as a result of any third party claiming an interest in the Lessee's abandoned property.

10.3 Lessor may rectify

- (a) If the Lessee fails to perform any of its obligations under this Lease, the Lessor may, in its absolute discretion (as the agent of the Lessee) do all such things and incur such expenses as are necessary to perform these obligations.
- (b) All of the Lessee's costs associated with or incidental to taking a step under subclause (a) of this clause shall be recoverable from the Lessee as a liquidated debt and shall be payable on demand.

11. END OF LEASE

11.1 The Lessee must at the end of the Lease peacefully yield up the Premises in the condition required by clause 6.1 and this clause and provide to the Lessor all keys and security devices relating to the Premises.

11.2 Dealing with Works

- (a) The parties acknowledge and agree that the Lessor may provide an election to the Lessee as to whether it wishes to retain all or part of any fittings, additions, signage, alterations or works (including the Lessee's Works) (**Works**) at the Premises, or whether it wishes for the Lessee to remove any part (or all) of the Lessee's Works.
- (b) The Lessor may require any Works to be removed by the Lessee where the Lessor provides the Lessee with a notice on or before the Expiry Date or, where the Lease is terminated, within 30 days from the date the Lease is terminated (**Lessor's Notice**) that states:
 - (i) the details of the Works that the Lessor requires the Lessee to remove;
 - (ii) the date by which the Lessee must remove the Works (which must be at least 30 days after the date the Lessor's Notice is given);
 - (iii) any conditions that the Lessee must comply with when removing the Works.

Commented [JB4]: CLAUSE 2 OF THE AGREEMENT TO GRANT LEASE (**AGL**) APPLIES: This is an Outstanding Term that requires negotiation and completion pursuant to Clause 2 of the AGL.

Title Reference 51190888

- (c) However, the Lessor may not provide a Lessor's Notice requiring Works to be removed where the Works are free-standing buildings fixed to the Land by a slab, unless those Works, in the reasonable opinion of the Lessor:
- (i) have not been maintained or repaired consistently with this Lease; or
 - (ii) are in a dilapidated or dangerous condition.
- (d) Where a Lessor's Notice is given, the Lessee:
- (i) must remove the Works in accordance with the Lessor's Notice;
 - (ii) must comply with all reasonable directions of the Lessor regarding the removal of the Works;
 - (iii) must make good any damage caused to the Premises, the Land or the Services from removing the Works to the satisfaction of the Lessor (including any necessary landscaping or land stabilisation work);
 - (iv) shall remain liable for Rent and any other amounts payable under this Lease until such time as the Works are removed in accordance with the Lessor's Notice; and
 - (v) acknowledges that the Lessor shall not be liable to pay any amount to the Lessee in compensation for the Works.
- (e) If a Lessor's Notice is not given pursuant to this clause, then the Lessee is not entitled to remove any Works from the Premises.
- (f) At the end of the Lease, and regardless of whether or not a Lessor's Notice has been provided, the Lessee agrees that the Lessor may elect to either:
- (i) deem any Works or other property not removed from the Premises (including any Lessee's Works) by the Lessee as abandoned and such items shall become the property of the Lessor; or
 - (ii) remove any Works or other property not removed from the Premises (including any Lessee's Works) by the Lessee and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.
- (g) Where, for any reason (including due to a Lessor's Notice being issued under this clause), the Works or any property belonging to the Lessee are not removed from the Premises, the Lessee:
- (i) releases and forever discharges the Lessor from all actions, claims, demands, damages, costs, losses and expenses (**Claims**) which the Lessee may sustain or incur in relation to that property; and
 - (ii) the Lessee indemnifies and holds indemnified the Lessor from all Claims the Lessor may sustain or incur as a result of any third party claiming an interest in that property.
- (h) The Lessor may also complete any uncompleted Works at the Premises, with all costs associated with such completion to be recoverable from the Lessee as a liquidated debt, payable on demand. Without limiting anything else in this Lease, the Lessor may apply any Security Amount retained to complete the Works.
- (i) Any steps taken by the Lessee under this clause, including pursuant to a Lessor's Notice or to comply with any direction given under subclause (c)(ii) of this clause, must be carried out at the Lessee's own and sole cost and expense.

11.3 The ending of this Lease does not affect any of the Lessor's rights against the Lessee on account of any

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antecedent breach by the Lessee of a term of this Lease.

12. OPTION TO RENEW

- 12.1 This clause applies if an Option to Renew is specified in the Reference Schedule.
- 12.2 If the Lessee punctually and properly performs its obligations under this Lease, the Lessee has the option, which must be exercised by notice in writing to the Lessor no earlier than twelve (12) months prior to the Expiry Date and no later than six (6) months prior to the Expiry Date, to renew this Lease for the option period first specified in the Reference Schedule, commencing on the day after the Expiry Date and continuing on the same terms as this Lease except that:
- (a) Rent will be reviewed in accordance with the Rent Review Method specified in the Reference Schedule; and
 - (b) This clause has no further effect unless the Reference Schedule refers to more than one option period in which case the number of remaining option periods shall be reduced by one upon each occasion on which the Lessee exercises an Option to Renew.

13. DAMAGE OR DESTRUCTION OF LESSEE'S WORKS

- 13.1 If the Lessee's Works are damaged or destroyed, and as a result the Lessee cannot use or access the Lessee's Works, the Lessee must rebuild them within a reasonable time (by reference to the extent of damage). Meanwhile the Lessee must continue to use any part of the Lessee's Works that is reasonably useable, safe and accessible. In those circumstances, the Lessor may (but is not required to) decide to reduce the Rent or any other money payable under this Lease at its discretion.
- 13.2 If the Lessee does not begin rebuilding the Lessee's Works and/or complete the Lessee's Works within a reasonable time, the Lessor may terminate this lease by at least 5 Business Days notice to the Lessee. The Lessor will not be liable to pay the Lessee compensation.
- 13.3 If a competent Authority resumes the Land (or any part thereof), and this makes the Premises unfit for the Lessee's use, the Lessor may give the Lessee a notice terminating this Lease and the Lessor is not liable to pay the Lessee any compensation.

14. GENERAL PROVISIONS

14.1 Guarantor

Where a Guarantor is named in Item 3 of the Reference Schedule, the Lessee must cause the Guarantor to execute the Guarantee and Indemnity which is contained in Annexure A to this Lease on or before the date the Lessee enters into this Lease.

14.2 Property Law Act

The Lessor and the Lessee agree that the covenants contained in Schedule 1 of the *Property Law Act 2023* shall not apply to this Lease.

14.3 PPSA

- (a) By entering into this Lease, the Lessee grants a purchase money security interest to the Lessor in the Lessor's Property to secure the Lessor's interest in any Lessor's Property that may be provided by the Lessor from time to time during the Term.
- (b) If a purchase money security interest is not able to be claimed on the Lessor's Property by the Lessor for any reason, the Lessor will have a security interest in the Lessor's Property within the meaning of the PPSA.
- (c) The Lessee agrees that the Lessor's security interest in the Lessor's Property covered by this Lease may be registered on the PPSA Register and the Lessee agrees to do all things necessary and required by the Lessor to effect registration of the Lessor's security interest on the PPSA.

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Register in order to give the Lessor's security interest the best priority possible and anything else the Lessor requests the Lessee to do in connection with the PPSA without delay.

- (d) The Lessee waives its right to receive any verification statement (or notice of any verification statement) in respect of any financing statement or financing change statement relating to any security interest (within the meaning of the PPSA) in favour of the Lessor created under this Lease.
- (e) Neither party is permitted to disclose any information under section 275(4) of the PPSA, unless section 275(7) of the PPSA applies.
- (f) The Lessor and the Lessee contract out of the Lessor's obligation to dispose of or retain collateral under section 125 of the PPSA, and the Lessee's right to receive any notice under section 130 and section 135 of the PPSA and to receive any statement and account under section 132 of the PPSA.

14.4 Power of attorney

The Lessee irrevocably appoints the Lessor to be the true and lawful attorney of the Lessee to do the following acts on the Lessee's behalf:

- (a) If the Lessor has lawfully terminated this Lease (proof of which will be the declaration of the Lessor), the Lessor may execute and do all things necessary to register a surrender of this Lease;
- (b) to do all things necessary and sign all such documents as may be necessary to deal with the Lessee's property in accordance with the enforcement provisions of this Lease, the PPSA or otherwise, if the Lessee is in default of this Lease;

14.5 Consent

Subject to anything in this Lease to the contrary, any consent which the Lessor is requested to provide under this Lease may, at the absolute discretion of the Lessor, be granted, refused, granted subject to conditions or withdrawn at any time.

14.6 Waiver

- (a) A waiver by either party of a term of this Lease will only be effective if it is made in writing by that party. The waiver will not extend to, and act as, a waiver of a term generally.
- (b) If the Lessee is in breach of this Lease, the acceptance by the Lessor of money from the Lessee does not act as a waiver of the Lessor's rights regarding that breach.
- (c) A delay by the Lessor to exercise its rights under this Lease does not act as a waiver of those rights.

14.7 Severance

If a provision of this Lease is void or unenforceable it must be severed from this Lease and the provisions that are not void or unenforceable are unaffected by the severance.

14.8 Service of notices

- (a) A notice required to be given by one party to another under this Lease is effectively served, if it is in writing and:
 - (i) served personally or left for the Lessee at the Premises;
 - (ii) sent by email to the email address of the party in the Reference Schedule;

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(iii) left at or posted by post to the address of the party in the Reference Schedule.

(b) A notice is taken to be given:

(i) if served personally, on the day the notice is delivered if given by 4.00pm on that day, or if given after 4.00pm, the notice will take effect from the next Business Day.

(ii) if posted, on the fourth Business Day after posting.

(iii) if sent by email, at the time the email was transmitted by the sender, provided the sender does not immediately indicate a malfunction in the transmission.

(c) A party may only change their address for service by no less than 5 Business Days' notice to the other party.

14.9 Time of the essence

Time is of the essence in respect of the parties' obligations under this Lease.

14.10 Effect of legislation

Unless mandatory by Law, any Law (present or future) will not apply to this Lease if it has the effect of prejudicially affecting any of the Lessor's rights under this Lease or is inconsistent with the terms of this Lease.

14.11 Entire agreement

(a) The provisions of this Lease, and any consents given under it, contain the entire agreement as concluded between the parties and no oral or collateral agreements are of any effect.

(b) No representation by the Lessor regarding the Premises will form an implied or other term of this Lease. The Lessee acknowledges that it has not been induced into this Lease by any representation, made by the Lessor or its agents, that is not included in this Lease.

14.12 Third party consent

If the consent of any person or body to this Lease or to the extension of this Lease is required, the Lessee must immediately upon request by the Lessor execute any documents necessary to facilitate the granting of this consent.

14.13 Lessee's costs

The Lessee must perform all of its obligations under this Lease at its own cost, unless otherwise specified in this Lease.

14.14 Electronic communication

The Lessee confirms it consents to receiving this Lease and any notices or communications pursuant to this Lease by electronic communication.

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Annexure A Guarantee and Indemnity

1. Consideration

The Guarantor gives this guarantee and indemnity in consideration of the Lessor agreeing to enter into the Lease at the request of the Guarantor. The Guarantor acknowledges the receipt of valuable consideration from the Lessor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

2. Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Lessor the due and punctual performance and observance by the Lessee of its obligations:

- (a) under the Lease, even if the Lease is not registered or is found not to be a lease or is found to be a lease for a term less than the Term; and
- (b) in connection with its occupation of the Premises, including, but not limited to, the obligations to pay money.

3. Indemnity

As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Lessor against any liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) the Lessee's breach of the Lease; or
- (b) the Lessee's occupation of the Premises including, but not limited to, a breach of the obligations to pay money; or
- (c) a representation or warranty by the Lessee in the Lease being incorrect or misleading when made or taken to be made; or
- (d) a liquidator disclaiming the Lease.

It is not necessary for the Lessor to incur expense or make payment before enforcing that right of indemnity.

4. Interest

The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. The Guarantor must pay accumulated interest at the end of each month without demand. Interest is calculated on monthly rests at the Default Interest Rate.

5. Enforcement of rights

The Guarantor waives any right it has of first requiring the Lessor to commence proceedings or enforce any other right against the Lessee or any other person before claiming under this guarantee and indemnity.

6. Continuing security

This guarantee and indemnity is a continuing security and is not discharged by any one payment.

7. Guarantee not affected

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the Lessor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:

- (a) the Lessor granting time or other indulgence to, compounding or compromising with or releasing the Lessee or any other Guarantor;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Lessor;

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- (c) any transfer of a right of the Lessor;
- (d) the termination, surrender or expiry of, or any variation, assignment, licensing, extension or renewal of or any reduction or conversion of the Term;
- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (f) any change in the Lessee's occupation of the Premises;
- (g) the Lease not being registered;
- (h) the Lease not being effective as a lease;
- (i) the Lease not being effective as a lease for the Term;
- (j) any person named as Guarantor not executing or not executing effectively the Lease;
- (k) a liquidator disclaiming the Lease.

8. Suspension of Guarantor's rights

Until all money payable to the Lessor in connection with the Lease or the Lessee's occupation of the Premises is paid, the Guarantor may not:

- (a) raise a set-off or counterclaim available to it or the Lessee against the Lessor in reduction of its liability under this guarantee and indemnity; or
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Lessor in connection with the Lease; or
- (c) make a claim or enforce a right against the Lessee or its property; or
- (d) prove in competition with the Lessor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Lessee or the Lessee is otherwise unable to pay its debts when they fall due.

9. Reinstatement of guarantee

If a claim that a payment to the Lessor in connection with the Lease or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Lessor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.

10. Costs

The Guarantor agrees to pay or reimburse the Lessor on demand for:

- (a) the Lessor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis; and
- (b) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

Money paid to the Lessor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 10 then against other obligations under guarantee and indemnity.

11. Assignment

SCHEDULE

Title Reference 51190888

The Lessor may assign its rights under this guarantee and indemnity.

12. Interpretation

- (a) A reference in this guarantee and indemnity to "the Lease" is a reference to the foregoing lease and to any holding over under it.
- (b) Expressions used in this guarantee and indemnity which are capitalised (namely "Lessor", "Lessee", "Premises", "Default Interest Rate", "Term" and "Guarantor" have the meanings ascribed to them in the Lease.
- (c) If the Guarantor consists of more than one person the obligations of each Guarantor are joint and several.

The Guarantor has signed this Deed of Guarantee and Indemnity this day of 202[]

SIGNED SEALED and DELIVERED by
[INSERT] as Guarantor in the presence of:

.....
Signature

.....
Witness Signature

.....
Witness Name and Qualification -
Justice of the Peace/Solicitor/ Commissioner for
Declarations

DISCUSSION DRAFT ONLY - NOT FINALISED

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

2.01.02 CHANGE OF DATE – MAY 2026 ORDINARY COUNCIL MEETING

Author: Chief Executive Officer
Authorising Officer: Chief Executive Officer
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

- I. Confirm the actions of the Chief Executive Officer in changing the date of the May Ordinary Council Meeting to Friday 22 May 2026.

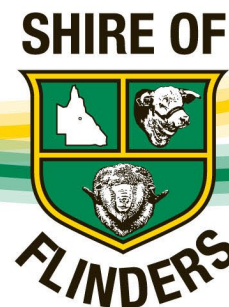
Background

At Council's Ordinary Meeting held on Wednesday 22 April 2026 Council resolved for the Mayor and Chief Executive Officer to attend the Bush Council Convention in Longreach from the 26th to 28th May 2026.

As previously advertised the May Ordinary Meeting of Council was scheduled for Wednesday 27th May 2026, as the Mayor and Chief Executive Officer will be attending the conference the meeting date was changed to Friday 22nd May 2026 to ensure their attendance at the meeting. A Change of Date Notice was placed in the Council Office foyer and advertised on Councils social media and through The Flinders Post publication.

AGENDA

22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM



2.01.03 ORGANISATIONAL HEALTH CHECK AND UPLIFE PROGRAM

Author: Chief Executive Officer
Authorising Officer: Chief Executive Officer
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. **Endorses** the Chief Executive Officer to engage **Stevenson Consulting** to undertake an independent **Organisational Health Check and Gap Analysis** across Council's governance, corporate services and operational functions, and to develop a prioritised **2-4 year uplift roadmap** (the "Uplift Journey"), in accordance with the revised proposal.
2. **Approves** expenditure of **\$65,000 + GST** for the engagement, noting that reasonable travel and incidental costs are reimbursable at cost in accordance with the proposal.
3. **Notes** the engagement includes commencement and completion of **three priority uplift projects** agreed with the Chief Executive Officer, producing practical artefacts and embedded practices to support early uplift and capability building.
4. **Requests** that, following completion of the analysis phase, the Chief Executive Officer presents a further report to Council seeking endorsement of:
 - a. the key findings (gap analysis and risk ratings);
 - b. the proposed uplift roadmap (sequencing, dependencies and indicative resourcing); and
 - c. the recommended priority uplift projects and implementation approach.
5. **Delegates** to the Chief Executive Officer authority to negotiate, finalise and execute the contractual documentation for the engagement (including milestones, reporting and deliverables), provided the approved professional fee is not exceeded (excluding travel and incidentals).

Executive Summary

This report seeks Council endorsement to commence an independent, structured **Organisational Health Check** and staged **Uplift Journey** designed to strengthen Council's compliance, internal controls, contemporary governance practices and operational resilience.

Preliminary internal observations indicate that while Council continues to deliver services, some foundational systems, procedures and documentation would benefit from uplift to better meet minimum compliance expectations, support consistent decision-making, reduce organisational risk and improve confidence across the business.

This work is **forward-focused** and **not a fault-finding exercise**. It recognises that practices and documentation evolve over time and that resourcing constraints can affect the pace of improvement. Council endorsement at this stage is sought to ensure there is a clear organisational mandate for the CEO and Executive Leadership Team to progress continuous improvement work over time and to provide staff and managers confidence that this work is supported by Council.

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

Purpose

The purpose of this report is for Council to consider endorsing the commissioning of an independent Organisational Health Check to:

- assess the compliance and effectiveness of Council’s governance, corporate and operational practices against minimum legislative and regulatory obligations and fit-for-purpose operational controls for a Queensland local government;
- identify risks, inefficiencies, capability gaps and improvement opportunities in a structured manner (including risk ratings and a prioritised “must have / should have / could have” list);
- produce a practical, prioritised uplift roadmap over 2–4 years with sequencing, dependencies, indicative resourcing and quick wins; and
- commence immediate uplift by delivering three priority uplift projects that create practical tools and embed improved ways of working.

Background

This work is forward-looking and focused on strengthening Council’s foundations to meet contemporary expectations; it is not intended to attribute responsibility for historical arrangements or past practices.

Since commencing in the Chief Executive Officer role, the CEO has taken time to understand Council’s operating environment and organisational capacity. It is evident that staff are committed and hardworking but are often fully utilised by day-to-day operations and spread thin maintaining service delivery across a broad range of functions. In that context, compliance effort can become reactive and dispersed, with limited opportunity to step back and prioritise the “foundational” systems that make compliance consistent and sustainable.

Based on the CEO’s initial observations, more focused, risk-based uplift efforts are required in key assurance and governance domains—particularly the policy and procedures framework, risk management, and business continuity and organisational resilience planning. The proposed Organisational Health Check and Uplift Journey will provide an independent, evidence-based baseline of current maturity, prioritise improvements according to risk, and establish a practical staged roadmap for uplift over a realistic timeframe.

Statutory/Compliance Matters

This engagement supports Council’s governance and assurance obligations and the Chief Executive Officer’s responsibilities under the *Local Government Act 2009 (Qld)*, including responsibilities relating to compliance, continual improvement, management practices, and the safe custody and management of Council records and documents.

The health check is designed to assess Council’s current position against minimum legislative and regulatory obligations and fit-for-purpose operational controls expected of a Queensland local government, supported by evidence, and to propose a practical uplift pathway.

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

This work is not intended to replace statutory audits or other external assurance processes. It is designed to strengthen Council's internal control environment and compliance posture and provide a structured roadmap for uplift.

- *Local Government Act 2019, s13(3)*

Financial / Budget Implications

The proposed professional fee is a fixed amount of **\$65,000 + GST**.

Travel and incidental costs (for example, airfares, accommodation, vehicle hire, and workshop consumables) are reimbursable at cost in accordance with the proposal.

Budget source:

- Funded from CEO (Chief Executive Officer) Office – Operations-Consultants Other 3000.0455.0405.1152, noting any required budget variation process.

Consultation/engagement

Internal consultation to date has included preliminary discussions between the CEO and Executive Leadership Team regarding uplift priorities, organisational pressures and expected engagement requirements.

The proposed methodology includes structured engagement with directorate management groups and relevant staff, review of Council documents, and onsite observation of key systems and processes in practice. This is intended to ensure the findings and roadmap are practical, tailored to Council's operating environment, and achievable with available capacity.

Risk Implications

If Council does not proceed:

- Compliance and assurance risk may persist where policies, procedures, delegations, internal controls or documentation are not contemporary or consistently applied.
- Operational risk may continue due to inconsistent processes, undocumented controls and reduced organisational resilience.
- Financial risk may increase where procurement, contract management, asset/fleet, financial reporting or other control environments are not sufficiently mature.
- Workforce and culture risk may increase if there is no clear, endorsed direction for improvement, reducing management confidence and organisational momentum.

AGENDA

22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

If Council proceeds:

- Change capacity and fatigue risks will be managed through staging (2–4 year roadmap), clear prioritisation (must/should/could) and early practical uplift through three priority projects.
- Perception risk (that the work focuses on past performance) will be managed through clear messaging that the review is forward-looking and aligned to contemporary requirements and sector expectations, rather than being a retrospective judgement.

Strategic Impacts

Corporate / Operational Plan Connection:

This work supports good governance, organisational sustainability and consistent service delivery by strengthening foundational systems and controls.

The engagement will:

- establish an evidence-based baseline of Council's maturity across key functions;
- provide a prioritised and sequenced uplift roadmap with dependencies and indicative resourcing;
- deliver early practical improvements through three priority uplift projects; and
- strengthen organisational confidence and accountability through endorsed direction and transparent reporting.

Options

Option 1 – Adopt the Officer's Recommendation

Proceed with the engagement to establish baseline assurance, uplift priorities and a staged implementation roadmap.

Option 2 – Amend the Officer's Recommendation

Proceed, but adjust scope, timing or deliverables (noting variations may impact cost and timeframe).

Option 3 – Do not adopt the Officer's Recommendation

Do not proceed at this time; accept the risk of slower uplift, reduced assurance and lack of an independent baseline and prioritised roadmap.

Conclusion

The Chief Executive Officer seeks Council endorsement to commence an independent **Organisational Health Check** and develop a staged **Uplift Journey Roadmap**.

This engagement will provide an evidence-based assessment of Council's current maturity and compliance position, identify gaps and priorities, and develop a realistic uplift roadmap over 2–4 years. It will also commence practical improvements through three priority uplift projects, building momentum and strengthening organisational confidence.

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22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM



Council endorsement will provide a clear mandate for the CEO and Executive Leadership Team to progress this continuous improvement work and will establish a transparent pathway for Council to later consider and endorse the findings and the uplift roadmap.

Attachments

1. Stevenson Consulting – Revised Proposal (11 May 2026).

REVISED PROPOSAL

for FLINDERS SHIRE COUNCIL

11 May 2026



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1 BACKGROUND

Flinders Shire Council (Council) has expressed interest in the CEO's Kitbag™ program and has requested that LGMA(Qld) submits a proposal for its consideration with some specific revisions.

2 CEO'S KITBAG™

The CEO's Kitbag™ is normally comprised of four frameworks which each provide a structured assessment of council structure, practice and performance.

The four modules usually offered are:

- Organisational Development Framework
- Integrated Leadership Framework
- Integrated Planning Framework
- Integrated Policy Framework.

These modules each offer collaborative exercises for CEOs and their management teams who are seeking to delve into critical areas of their business facilitated by independent and experienced eyes to identify gaps, challenges and opportunities.

However, Council has requested that more detailed and comprehensive work be undertaken on the Organisational Development Framework with specific deliverables as follows;

“Requested refinement to proposal

Council is seeking an enterprise-wide health check and gap analysis across governance, corporate services and operational functions (including governance/meeting procedures/policy framework, HR/IR, procurement/contract management, engineering incl. asset and fleet management, finance and financial reporting, IT and information management, business continuity/disaster readiness, risk and internal controls, people and culture, and community-facing service delivery).

The review is to assess Council's current position against minimum legislative and regulatory obligations and fit-for-purpose operational controls for a Queensland local government, supported by evidence.

Deliverables required are:

1. a **gap analysis report** (by function) including risk ratings and prioritised recommendations - a list of "Must have/should have/could have" improvements;
2. a **2–4 year uplift roadmap** with prioritised sequencing, dependencies, indicative resourcing and quick wins; and
3. commencement and completion of **three priority uplift projects** agreed with the CEO, producing practical artefacts (e.g.,



templates/procedures/registers, governance cadence, reporting packs, training/embedding).

Essentially, I'm seeking a structured review of each business area with:

- *minimum compliance requirements (obligation register style),*
- *current state (evidence-based),*
- *gap description,*
- *risk rating (impact/likelihood),*
- *recommended fix (what, who, cost-ish, timeframe),*
- *dependencies.*

A simple maturity score per function (e.g., 1–5) so we can track uplift over time.”

It is therefore not proposed to deliver the Integrated Leadership, Integrated Planning or Integrated Policy modules.

The program will instead be customised to meet Council's specific needs.

LGMA(Qld) has secured the Queensland licence for the marketing and delivery of CEO's Kitbag™.

3 DELIVERY - STEVENSON CONSULTING

Stevenson Consulting will deliver this program for Council.

Mr Gary Stevenson PSM established his consultancy company Stevenson Consulting Pty Ltd (ABN 49 646 067 790) which commenced trading on 1 July 2021.

Gary Stevenson is a highly experienced executive with a proven track record in leading and developing the full spectrum of large and complex local government organisations with diverse ranges of significant business activities.

He has achieved many successful outcomes particularly in relation to Leadership, Governance, Organisational Reform, Strategic Planning, Disaster and Risk Management, Community and Stakeholder Engagement, Urban Planning Development and Activation, Infrastructure and Asset Management, Commercial Undertakings, and Financial Management.

He has been acknowledged as a leader through major local government reforms at regional, state and national levels.

Gary's local government experience spans over 40 years and three states. Over 26 years he held the role of Chief Executive Officer of a diverse range of local governments including Isaac Regional Council (Qld), City of Perth (WA), Redland City Council, Rockhampton City Council, (both Qld), and Corangamite Shire Council (Vic). He is also currently acting as Chief Executive Officer for Central Highlands Regional Council for a short period.



Specifically relevant to this assignment, Mr Stevenson's extensive local government experience includes the following successful initiatives;

- Several Councils (1994-2020) – prepared and successfully delivered Organisational Development Plans including structural reform,
- Corangamite Shire Council amalgamation (1994/5) – led the merger of three Councils (and part of another) involved the fresh establishment of all structural, operational and governance arrangements,
- Rockhampton Regional Council amalgamation (2007/8) – led the merger of four Councils involved the fresh establishment of all structural, operational and governance arrangements,

Since July 2021, Stevenson Consulting has delivered a busy program of work for a diverse range of clients in Queensland and Northern Territory including the following important assignments;

Somerset Regional Council (2024-2025) - facilitated the development of an Organisational Development Framework (CEOs Kitbag™) over a fifteen-month period (extended period at Council's direction) including the establishment of an integrated leadership framework and an integrated planning framework. A number of targeted projects were also undertaken including;

- Enterprise Resource Planning System review,
- Organisational structure review

MacDonnell Regional Council (2024-2025) - facilitated the development of an Organisational Development Framework (CEOs Kitbag™) over a seven-month period including the establishment of an integrated leadership framework and an integrated planning framework. A number of targeted projects were also undertaken including;

- Senior Officer performance and development program,
- Organisational structure review,
- Workplace health and safety system review,
- Major projects inception, development and delivery framework review,
- Staff survey development, and
- Employee remuneration transition advice.

Hinchinbrook Shire Council (2024-2025) - facilitated the CEOs Kitbag™ program over an eight-month period including the establishment of an integrated leadership framework and an integrated planning framework. A number of targeted projects were also undertaken including;

- Senior Officer performance and development program,
- Organisational structure review,
- Staff survey development, and
- Employee engagement program development.

South Burnett Regional Council (2025) – as subcontractor to Local Government Services Group, undertook a comprehensive organisational review over a five-month period and prepared a draft 3-year Organisational Development Plan. A small number of projects were also undertaken including;

- Organisational structure review,



- Customer Request System review,
- Plant and fleet management review, and
- Contractor and consultant spend review.

Southern Downs Regional Council (2023) – facilitated the development of an Organisational Development Framework over a four-month period including the establishment of a leadership framework and an integrated planning framework.

Central Desert Regional Council (2024-2025) – undertook three projects as follows;

- Preparation of a Whistleblowers Program Policy, Procedure and Checklist and facilitation of policy/procedure awareness workshops,
- Review of Risk Management System and facilitation of risk management awareness workshops, and
- Review of Service Delivery Plans.

Other work undertaken by Stevenson Consulting includes the following;

- Currently performing the role of Acting Chief Executive Officer for a Council for one month.
- Appointed as statutory 'Advisor' (ref. section 117 Queensland Local Government Act 2009) to a Council which involved working with elected members and senior officers over a five-month period to help them to make improvements to policies, procedures, processes, behaviours and relationships.
- Executive support, governance, strategic planning and advocacy for a national alliance of Councils (2 years).
- Facilitated Corporate Plan development for two Councils and currently doing so for a third Council (with extensive benchmarking).
- Cultural Change workshop (elected members and senior officers) facilitation for a Council.
- As subcontractor to Local Government Services Group appointed as Acting Executive Director Corporate Services for a three-month period to backfill the role and provide critical support and facilitation for key governance and operational reforms and major commercial projects.
- Review of Councillor Committee and Portfolio arrangements for a Council (with extensive benchmarking).
- Futures Strategy Framework for a Council.
- Staff Housing Strategy for a Council.
- Preparation of a full suite of tender process documentation (including framework, policy, procedure, guidelines, templated forms and checklist) for a Council.
- Rating methodology review for a Council (with national benchmarking).
- Commercialised business unit operational review for a Council.
- Regional infrastructure planning review for a Council.
- Review of local governments' handling of the COVID response for a peak body.
- Major capital grant applications for two organisations (\$17.3m secured in total).

The company has established strategic alliances with other well-established national companies which means that in addition to its wide service offering Stevenson



Consulting can call on expertise and experience of its allies, allowing it to tackle a wide range of complex client needs.

Mr Stevenson's resume outlines numerous other high-profile roles at regional, state and national level in local government sector. He was awarded the Public Service Medal in 2008 for his leadership.

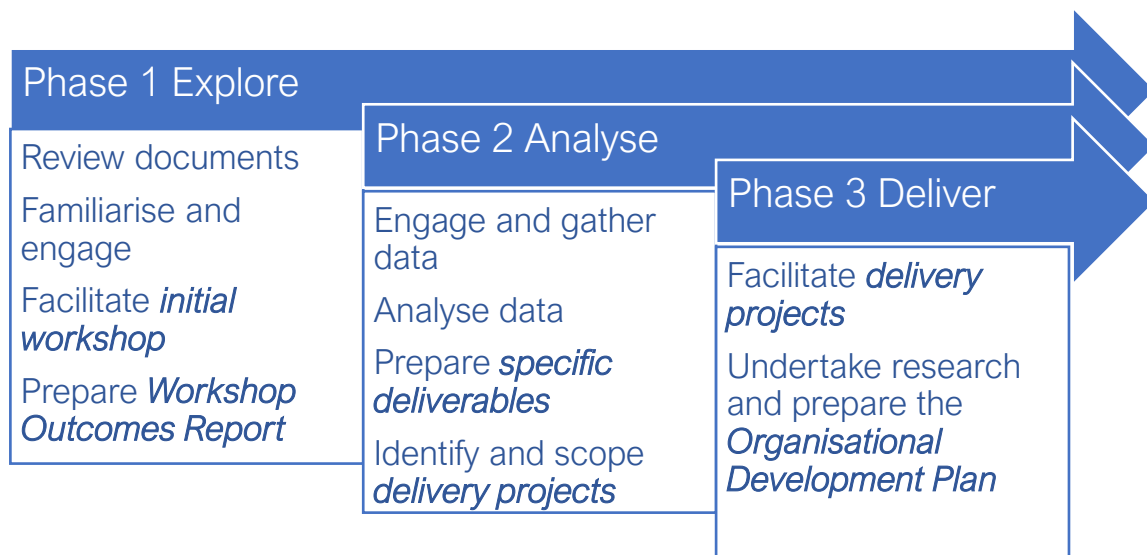
Stevenson Consulting's website can be seen at; www.stevensonconsulting.com.au

4 METHODOLOGY

4.1 General Approach

The intended approach fundamentally relies on participants' input to harness existing documentation, practices and aspirations, and to convert those into structured frameworks which is expected to result in a cohesive, accountable and productive outlook for the organisation's development.

Effectively immersed in the organisation the Facilitator will be a resource for ongoing advice and for scoping development and execution of a number of discrete organisational development projects. The process will involve the following three phases (illustrated as follows with deliverables in bold italics);



4.2 Phase 1 - Explore

4.2.1 Tasks and Division of Work

Phase 1 will require the Facilitator to visit Hughenden on one occasion to conduct a workshop.

The proposed tasks and division of work for Phase 1 are set out in the following table (bold italics denotes a deliverable);

Components	Tasks	Council	Stevenson Consulting
Review documents	Conduct inception meeting to review methodology, tasks and timeframes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Prepare and submit Phase 1 Workbook	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Submit information request for relevant documents not available on-line	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Collate relevant documents	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Review relevant documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Prepare <i>document analysis schedule</i> (spreadsheet)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Familiarise and engage	Meeting with CEO (and Mayor if required) to discuss overall project, existing situation and opportunities for reform (in Hughenden)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Individual meetings with senior officers (to third level of management)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Visit various workplaces for familiarisation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Facilitate <i>initial workshop</i>	Set date, secure venue, arrange catering, arrange venue layout and technical requirements, issue calendar invitations to participants and inform participants of objectives and seek commitment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Prepare draft <i>initial workshop plan</i> to explore the health of the organisation, leadership structure, effectiveness and accountability along with organisational planning structure, priorities, gaps and opportunities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review draft <i>initial workshop plan</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Prepare <i>initial workshop plan</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Facilitate <i>initial workshop</i> (in Hughenden)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Convert raw workshop outputs (white paper, whiteboard content etc...) to digital documents (Word) and submit to Facilitator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prepare <i>Workshop Outcomes Report</i>	Prepare draft <i>Workshop Outcomes Report</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review draft <i>Workshop Outcomes Report</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Finalise <i>Workshop Outcomes Report</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.3 Phase 2 - Analyse

4.3.1 Tasks and Division of Work

Phase 2 will require the Facilitator to visit Hughenden on one occasion for up to five days.

The proposed tasks and division of work for Phase 2 are set out in the following table (bold italics denotes a deliverable);

Components	Tasks	Council	Stevenson Consulting
Engage and gather data	Prepare and submit Phase 2 Workbook	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meeting with CEO and senior managers to discuss Phase 1 outcomes (in Hughenden)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Communicate project objectives and methodology with potential participants	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Meet with each directorate management group to glean current functional performance and opportunities for reform	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Visit various workplaces to meet with employee groups and individually with interested employees and glean existing situation and opportunities for reform	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Nominate key system users for onsite engagement regarding systems and processes in practice	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Engage and observe onsite with nominated key system users regarding systems and processes in practice	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Submit information request for relevant operational documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Collate relevant operational documents	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Analyse data	Review relevant operational documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Undertake governance compliance review using LGMA(Qld) Governance Best Practice Compliance Matrix ¹	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Prepare <i>draft business objectives schedule</i> (spreadsheet)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review <i>draft business objectives schedule</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Finalise <i>business objectives schedule</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Conduct high level review of functional performance against business objectives	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prepare specific deliverables	Prepare a summary report of each business area with: <ul style="list-style-type: none"> • minimum compliance requirements (obligation register style), 	<input type="checkbox"/>	<input checked="" type="checkbox"/>

¹ [Local Government Managers Australia - Governance Advisory Service Tools](#)

Components	Tasks	Council	Stevenson Consulting
	<ul style="list-style-type: none"> • current state (evidence-based), • gap description, • risk rating (impact/likelihood), • recommended fix (what, who, cost, timeframe), • dependencies. 		
Identify and scope <i>delivery projects</i> (aka priority uplift projects)	Prepare draft scoping and methodology for <i>nominated delivery projects</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review draft scoping and methodology for <i>nominated delivery projects</i> and confirm <i>approved delivery projects</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Finalise and submit scoping and methodology for <i>approved delivery projects</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.4 Phase 3 - Deliver

4.4.1 Organisational Development Framework

The Organisational Development Framework will draw on work completed in Phases 1 and 2 to identify gaps and opportunities in the organisation that should be addressed to improve its effectiveness and sustainability.

The primary deliverable for Phase 3 will be the *Organisational Development Plan* (aka 2-4 year Uplift Roadmap) which Stevenson Consulting will develop.

A template for an *Organisational Development Plan* will be used to capture the issues and set out actions to address them.

4.4.2 Delivery Projects

It is intended that during Phase 2 Council will have identified three *delivery projects* (aka priority uplift projects).

Delivery projects that are more complex or more onerous than anticipated by Stevenson Consulting may necessitate negotiation of variation to timeframes and the consulting fee.

Examples of *delivery projects* identified by other clients include;

- Senior Officer performance and development program development,
- Organisational structure review,
- Enterprise Resource Planning system review,
- Workplace health and safety system review,
- Major projects inception, development and delivery framework review,
- Staff survey development,
- Employee remuneration transition advice, and
- Employee engagement program development.



4.4.3 Tasks and Division of Work

Depending on the nature of the *delivery projects*, Phase 3 may require the Facilitator to visit Hughenden on two occasions for up to two days each to facilitate the development of the *Organisational Development Plan* and the execution of the *delivery projects* approved in Phase 2.

The scoping and methodology for each of the *delivery projects* will be developed and approved during Phase 2.

The proposed tasks and division of work for *delivery projects* will therefore be determined following these steps.

In relation to the *Organisational Development Plan* the proposed tasks and division of work are set out in the following table (bold italics denotes a deliverable);

Components	Tasks	Council	Stevenson Consulting
Prepare the <i>Organisational Development Plan</i> (aka Uplift Roadmap)	Prepare and submit <i>Phase 3 Workbook</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Prepare <i>Organisational Development Plan structure template</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review <i>Organisational Development Plan structure template</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Finalise and submit <i>Organisational Development Plan structure template</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Prepare <i>draft Organisational Development Plan</i> (significant Word document, 20+ pages in accordance with structure template previously submitted)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Attend and present deliverables (in Hughenden)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review <i>draft Organisational Development Plan</i> and provide direction regarding further revision requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Finalise <i>Organisational Development Plan</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.5 Timeframes

Prior to commencement of each phase Stevenson Consulting will prepare a draft *Workbook* which will set out all tasks, and nominal target deadlines for each. Council will be asked to review the *draft Workbook* and commit to the agreed timeframes.

Commencement of Phase 1 is anticipated during the second half of 2026, and all three phases are proposed to be completed by end of 2026. However, depending on the nature of *delivery projects* the timing of those may be longer.

It is anticipated that the assignment can be completed within these timeframes subject to Council's completion of its tasks and provision of necessary data/documents in a timely manner.



Stevenson Consulting manages its program of work with control over workload and with a focus on meeting its clients' expectations. It will not over-subscribe and risk client dissatisfaction.

Currently Stevenson Consulting currently has one other active assignment. This will not preclude Stevenson Consulting from completing the tasks and deliverables in this proposal.

5 FEES

The fee is proposed to be in the form of a fixed amount.

The proposed fee is \$65,000 (+GST).

Any agreed variation to scope, methodology or tasks will result in a variation to price also to be agreed.

Invoicing of the fee is proposed to be in instalments according to a schedule to be agreed on commencement.

Payment within 14 days of the date of invoice will be appreciated.

Stevenson Consulting will seek reimbursement of incidental costs (at cost) incurred including (but not necessarily limited to) airfares, airport parking, rental car hire, fuel for rental car, accommodation and workshop consumables.

Stevenson Consulting will also seek reimbursement of travel costs of \$0.88/km² (+GST) for travel in his vehicle (Toyota RAV 4 or Holden Caprice), or alternatively train fare (at cost) to and from Brisbane airport.

Invoicing for cost reimbursement will immediately follow the incurrence of cost.

6 INSURANCE

Stevenson Consulting holds the following insurance policies;

- Public Liability \$20 Million,
- Professional Indemnity \$2 Million, and
- Workers Compensation satisfying Queensland State Government requirements.

² Rate per km is based on Australian Taxation Office rates [Cents per kilometre method | Australian Taxation Office \(ato.gov.au\)](https://www.ato.gov.au/ATO/your-support/articles/0-60461-1)



Certificates of Currency have previously been submitted.

7 PROCUREMENT

It is proposed that Council will enter into a contract directly with Stevenson Consulting.

Stevenson Consulting is registered with Queensland's Local Buy as a pre-qualified Supplier in the following categories;

- LB309 – Corporate Governance, Assurance and Management, and
- LB310 – Financial Services.



AGENDA

22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM



2.02 CORPORATE AND FINANCE SERVICES

2.02.01 MONTHLY FINANCE REPORT – PERIOD ENDED 30 APRIL 2026

Author: Director Corporate and Financial Services - Melanie Wicks
Authorising Officer: Chief Executive Officer – Kylie Davies
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. That in accordance with Section 204 of the *Local Government Regulation 2012*, Council receives the financial report, which includes the following statements, for the period ending 30 April 2026:
 - I. Statement of financial performance;
 - II. Statement of financial position;
 - III. Statement of cash flows;
 - IV. Statement of changes in Equity.

Executive Summary

The Financial Report for the period ended 30 April 2026 presents year-to-date actual results compared against the full-year adopted 2025–26 budget. The reported operating deficit of \$5.77 million reflects normal timing differences between income receipts (particularly grant funding) & expenditure incurred to date.

Council's net community assets total \$291.8 million as at 30 April 2026, representing the substantial investment in infrastructure & other long-term assets held to support ongoing service delivery to the community.

Council continues to maintain a strong financial position, with cash & cash equivalents of \$38.7 million & unrestricted cash of \$16.8 million.

Background

The Chief Executive Officer is required by Section 204(2) of the *Local Government Regulation 2012* to present the financial report at a meeting of the Local Government on a monthly basis.

This report provides Council with an overview of its financial performance & position for period ended 30 April 2026, incorporating year-to-date actual income & expenditure compared to the full financial year budget. Variances largely reflect the progressive nature of expenditure & the timing of revenue recognition rather than overspending or structural imbalance.

It includes the Statement of Comprehensive Income, Financial Position, Cash Flows, Changes in Equity, & Unrestricted Cash Reconciliation.

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM



The following is a summary of the financial results for period ended 30 April 2026:

1. Statement of Comprehensive Income	
Total Recurrent Revenue	22,875,732
Total Recurrent Expenditure	30,719,050
Net Operating Result - Surplus/(Deficit)	(7,843,317)
Total Capital Income	2,070,402
Total Capital Expense	-
Net Result - Surplus/(Deficit)	(5,772,915)
2. Statement of Financial Position	
Total Current Assets	45,793,128
Total Non-Current Assets	260,671,087
Total Assets	306,464,215
Total Current Liabilities	5,884,043
Total Non-Current Liabilities	8,748,149
Total Liabilities	14,632,192
Net Community Assets	291,832,022
Asset Revaluation Surplus	105,465,322
Retained Surplus/(Deficiency)	186,366,701
Total Community Equity	291,832,022
3. Cash Flow Statement	
Cash at the beginning of the period	47,725,314
Total Payments Received	24,928,466
Total Payments Made	(33,930,996)
Cash at the end of the period	38,722,784

Statutory/Compliance Matters

The report is prepared in accordance with the Local Government Regulation 2012 & relevant Australian Accounting Standards. There are no statutory or compliance issues identified at this time.

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

Financial / Budget Implications

- Total income YTD: \$24.9 million, compared with a full-year budget of \$44.8 million, reflecting the timing of grant & other income receipts.
- Total expenses YTD: \$30.7 million, representing expenditure incurred to date against a full-year budget of \$45.1 million.
- Net result YTD: Operating deficit of \$5.77 million, consistent with expectations at this stage of the financial year due to revenue timing.
- Cash and cash equivalents: \$38.7 million at 30 April 2026.
- Unrestricted cash: \$16.8 million after allowing for liabilities, reserves, & unspent grants.

Expenditure is tracking appropriately against the full-year budget, with no indication of material budget overruns at this time.

Consultation/engagement

Not Applicable. This is a statutory financial requirement.

Risk Implications

Low risk. Council's strong cash position & reserves mitigate short & medium term financial risk. Ongoing monitoring of grant timing & operating cash flows remains important.

Strategic Impacts

The financial position supports Council's ability to continue delivering services & progressing capital works in line with the Corporate Plan, Operational Plan & Long-Term Financial Forecast. Current results do not indicate any adverse strategic impact.

Attachments

- Finance Report

Discovery • Opportunity • Lifestyle

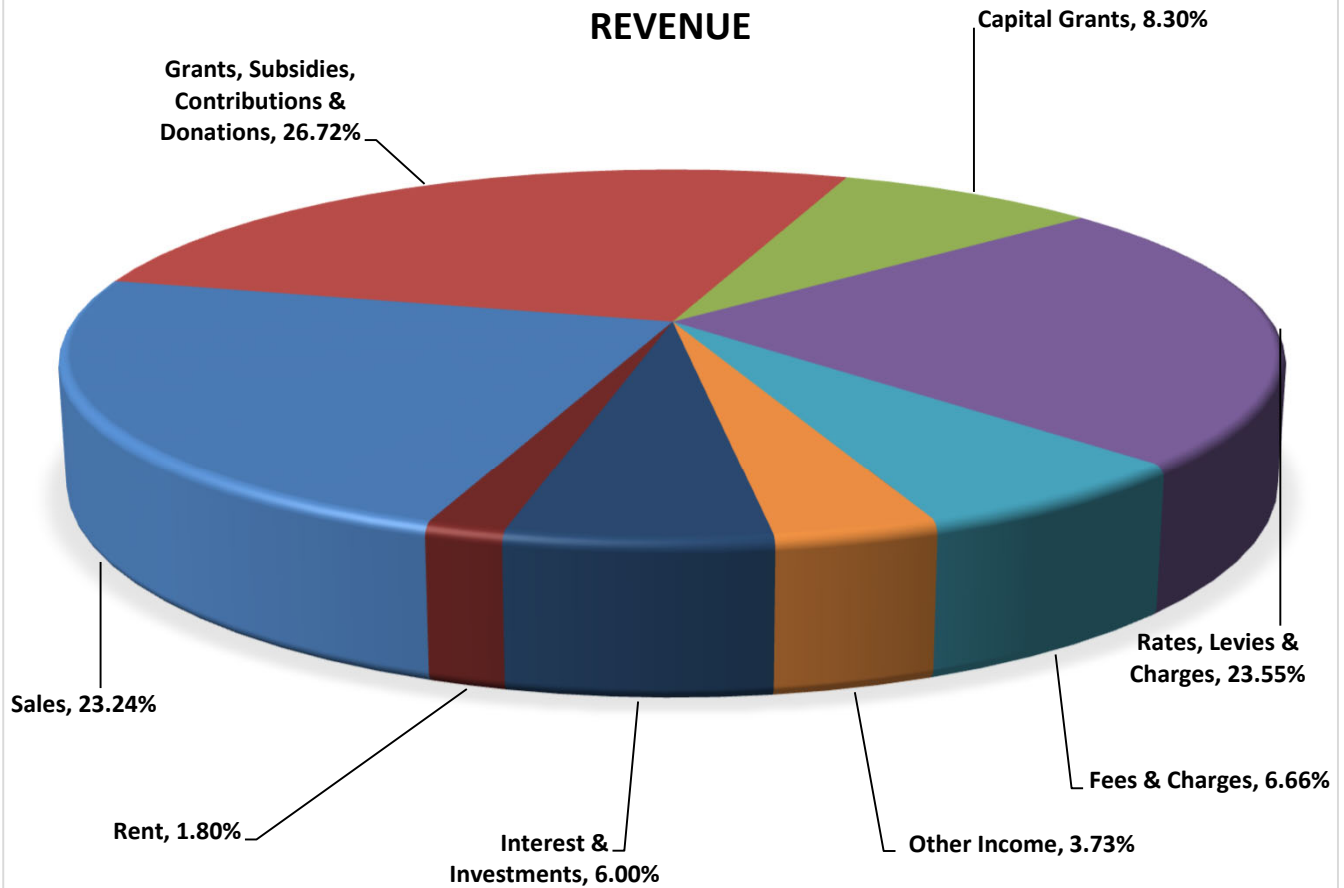


Flinders Shire Council
Financial Report
for the period ended 30 April 2026

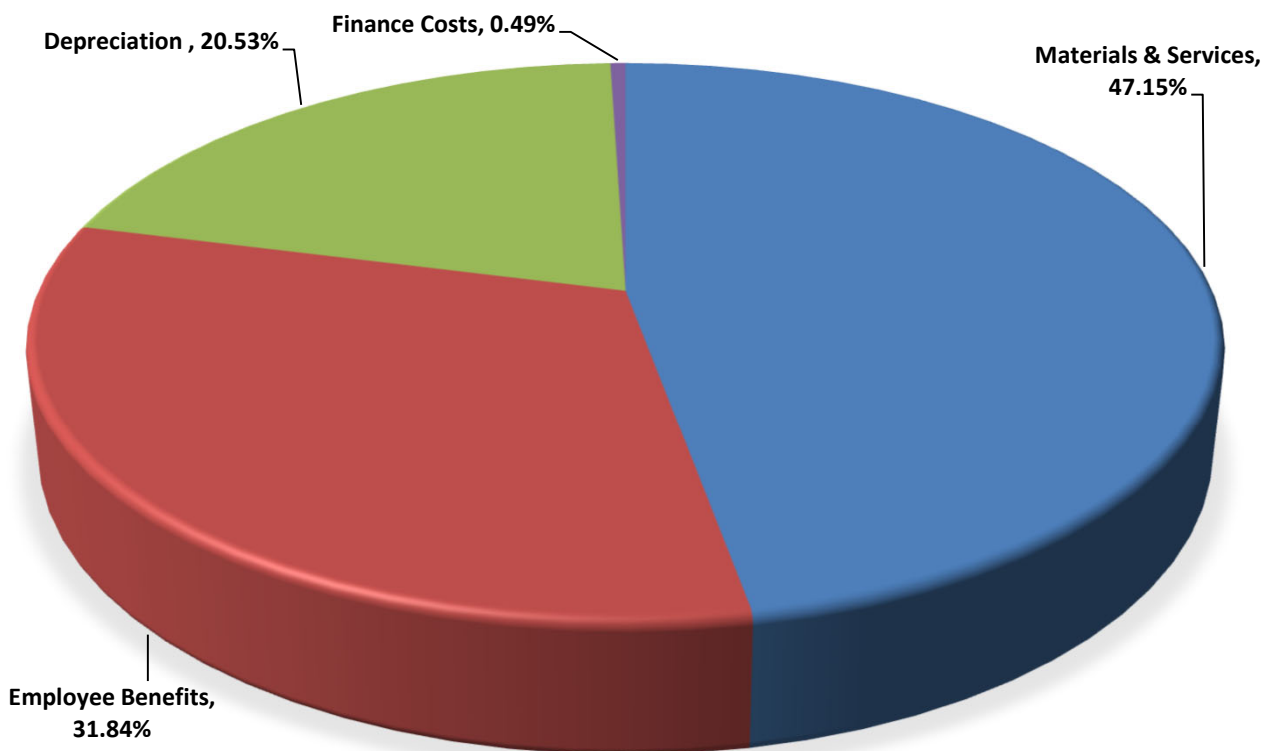
Flinders Shire Council
Statement of Comprehensive Income
for the period ended 30 April 2026

	2026	Revised Budget 25/26	Variance	2025
	\$	\$	%	\$
Income				
Revenue				
Recurrent revenue				
Rates, levies and charges	5,873,789	5,890,260	100%	5,469,403
Fees and charges	1,661,634	2,087,696	80%	3,175,408
Sales revenue	5,798,495	6,082,054	95%	6,292,679
Grants, subsidies, contributions and donations	6,665,902	18,122,871	37%	19,278,516
Total recurrent revenue	<u>19,999,820</u>	<u>32,182,881</u>		<u>34,216,005</u>
Rental income	448,192	527,334	85%	519,725
Interest received	1,496,813	1,816,091	82%	2,124,410
Other income	930,908	4,131,991	23%	2,430,730
Total operating revenue	<u>22,875,732</u>	<u>38,658,296</u>		<u>39,290,871</u>
Capital revenue				
Grants, subsidies, contributions and donations	2,070,402	6,149,401	34%	3,095,447
Other capital income	-	-		174,810
Total capital revenue	<u>2,070,402</u>	<u>6,149,401</u>		<u>3,270,257</u>
Total income	<u>24,946,134</u>	<u>44,807,698</u>		<u>42,561,128</u>
Expenses				
Recurrent expenses				
Employee benefits	9,779,424	15,523,523	63%	11,757,105
Materials and services	14,483,641	21,725,811	67%	15,538,020
Finance costs	150,593	191,827	79%	317,883
Depreciation and amortisation				
Property, plant and equipment	6,305,391	7,617,766	83%	7,039,775
	<u>30,719,050</u>	<u>45,058,926</u>		<u>34,652,783</u>
Capital expenses	-			707,448
Total expenses	<u>30,719,050</u>	<u>45,058,926</u>	68%	<u>35,360,230</u>
Net result	<u>(5,772,915)</u>	<u>(251,228)</u>	2298%	<u>7,200,897</u>
Other comprehensive income				
Items that will not be reclassified to net result				
Increase / (decrease) in asset revaluation surplus	-	-	-	7,694,325
Total other comprehensive income for the year	<u>-</u>	<u>-</u>	-	<u>7,694,325</u>
Total comprehensive income for the year	<u>(5,772,915)</u>	<u>(251,228)</u>	2298%	<u>14,895,222</u>

REVENUE



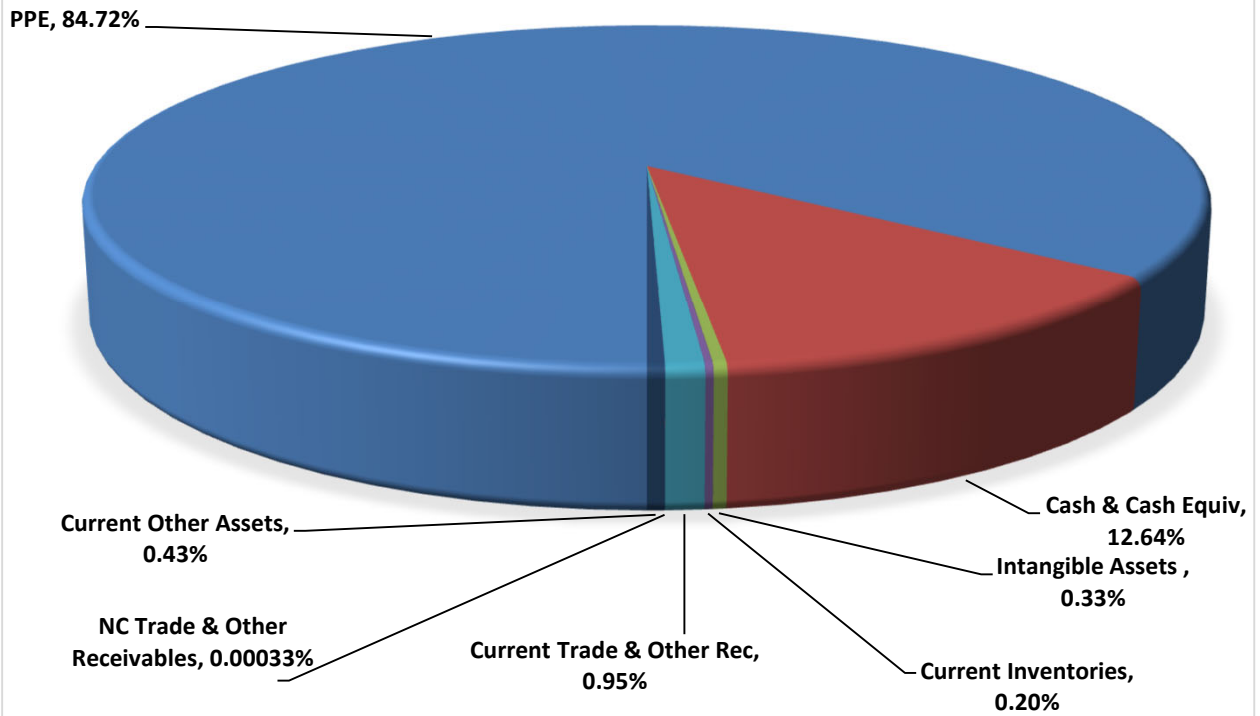
EXPENSES



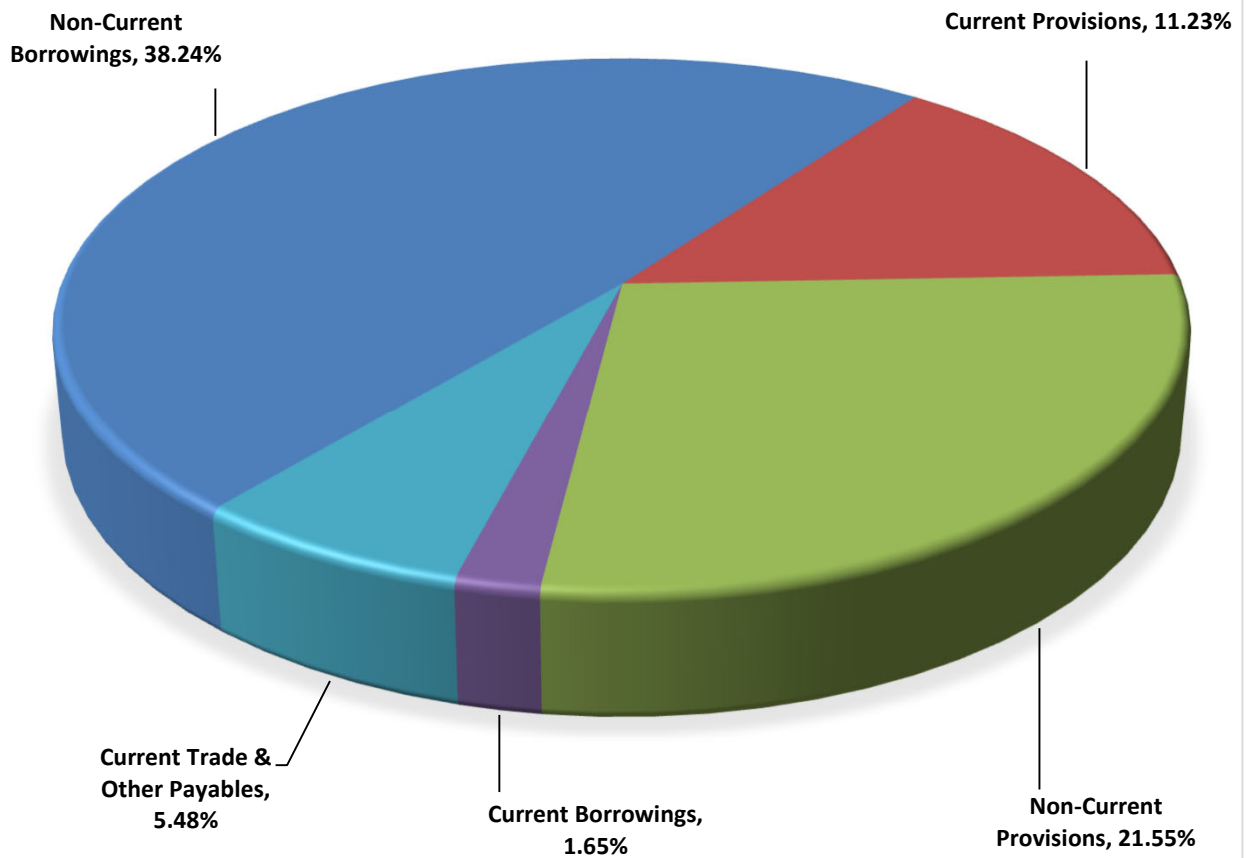
Flinders Shire Council
Statement of Financial Position
for the period ended 30 April 2026

	2026	Budget 25/26	Variance	2025
	\$	\$	%	\$
Current assets				
Cash and cash equivalents	38,722,784	43,481,666	89%	47,725,314
Receivables	2,909,421	3,004,029	97%	2,891,752
Inventories	602,861	438,533	137%	423,704
Contract assets	2,238,145	-		2,238,145
Other assets	1,319,918	359,554	367%	347,395
Total current assets	<u>45,793,128</u>	<u>47,283,782</u>	<u>97%</u>	<u>53,626,310</u>
Non-current assets				
Receivables	1,000	1,400	71%	1,000
Property, plant and equipment	259,647,687	265,570,708	98%	262,335,589
Intangible assets	1,022,400	1,022,400	100%	1,022,400
Total non-current assets	<u>260,671,087</u>	<u>266,594,508</u>	<u>98%</u>	<u>263,358,989</u>
Total assets	<u>306,464,215</u>	<u>313,878,289</u>	<u>98%</u>	<u>316,985,299</u>
Current liabilities				
Payables	801,701	5,214,288	15%	4,982,268
Contract liabilities	3,196,869	-	0%	3,196,869
Borrowings	242,009	707,316	34%	707,370
Provisions	1,643,464	1,676,333	98%	1,643,464
Total current liabilities	<u>5,884,043</u>	<u>7,597,937</u>	<u>77%</u>	<u>10,529,971</u>
Non-current liabilities				
Borrowings	5,595,589	5,692,885	98%	5,697,829
Provisions	3,152,561	3,231,374	98%	3,152,560
Total non-current liabilities	<u>8,748,149</u>	<u>8,924,258</u>	<u>98%</u>	<u>8,850,389</u>
Total liabilities	<u>14,632,192</u>	<u>16,522,195</u>	<u>89%</u>	<u>19,380,360</u>
Net community assets	<u>291,832,022</u>	<u>297,356,094</u>	<u>98%</u>	<u>297,604,938</u>
Community equity				
Asset revaluation surplus	105,465,322	105,465,322	100%	105,465,322
Retained surplus	186,366,701	191,890,772	97%	192,139,616
Total community equity	<u>291,832,022</u>	<u>297,356,094</u>	<u>98%</u>	<u>297,604,938</u>

TOTAL ASSETS



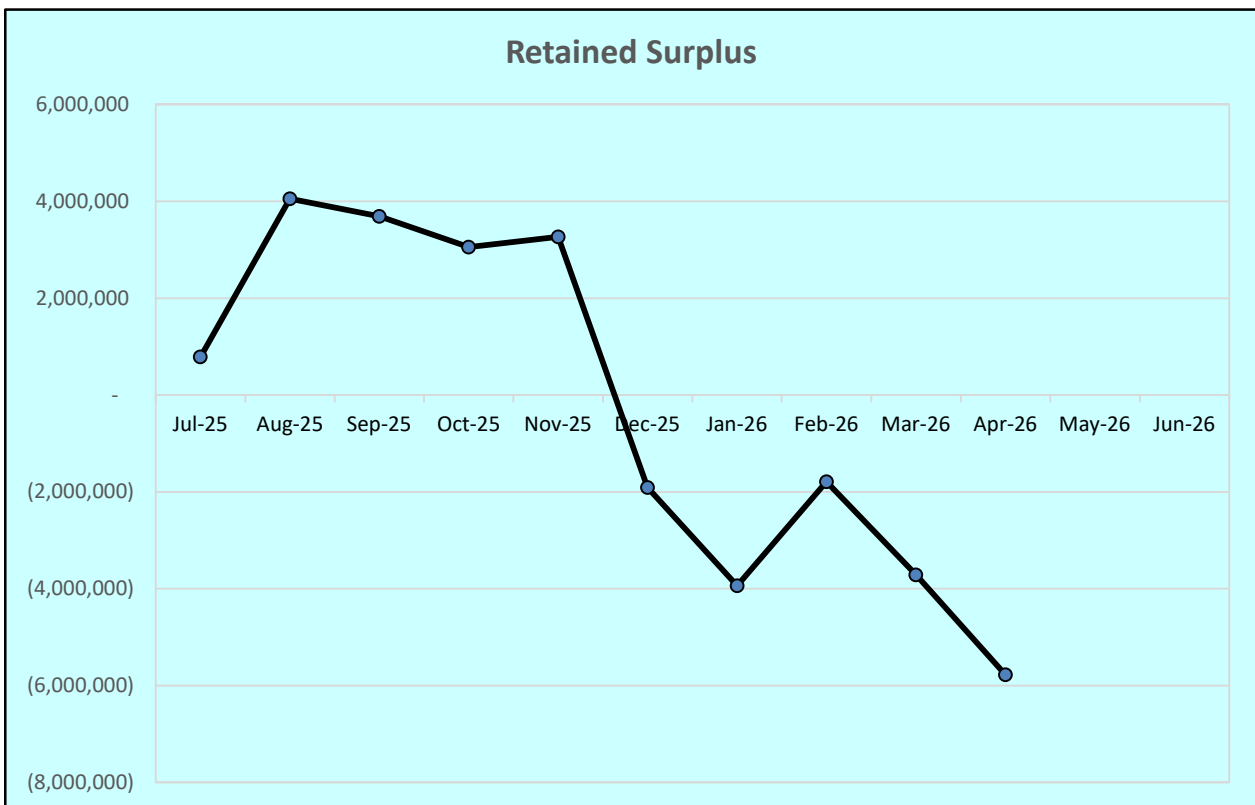
TOTAL LIABILITIES



Flinders Shire Council

**Statement of Changes in Equity
for the period ended 30 April 2026**

	Asset revaluation surplus \$	Retained surplus \$	Total \$
Balance as at 1 July 2025	105,465,322	192,139,616	297,604,938
Net result	-	(5,772,915)	(5,772,915)
Other comprehensive income for the year			
Increase / (decrease) in asset revaluation surplus	-	-	-
Total comprehensive income for the year	-	(5,772,915)	(5,772,915)
Balance as at 30 April 2026	105,465,322	186,366,701	291,832,022
Balance as at 1 July 2024	97,770,997	184,938,718	282,709,716
	97,770,997	184,938,718	282,709,716
Net result	-	7,200,897	7,200,897
Other comprehensive income for the year			
Increase / (decrease) in asset revaluation surplus	7,694,325	-	7,694,325
Total comprehensive income for the year	7,694,325	7,200,897	14,895,222
Balance as at 30 June 2025	105,465,322	192,139,616	297,604,938

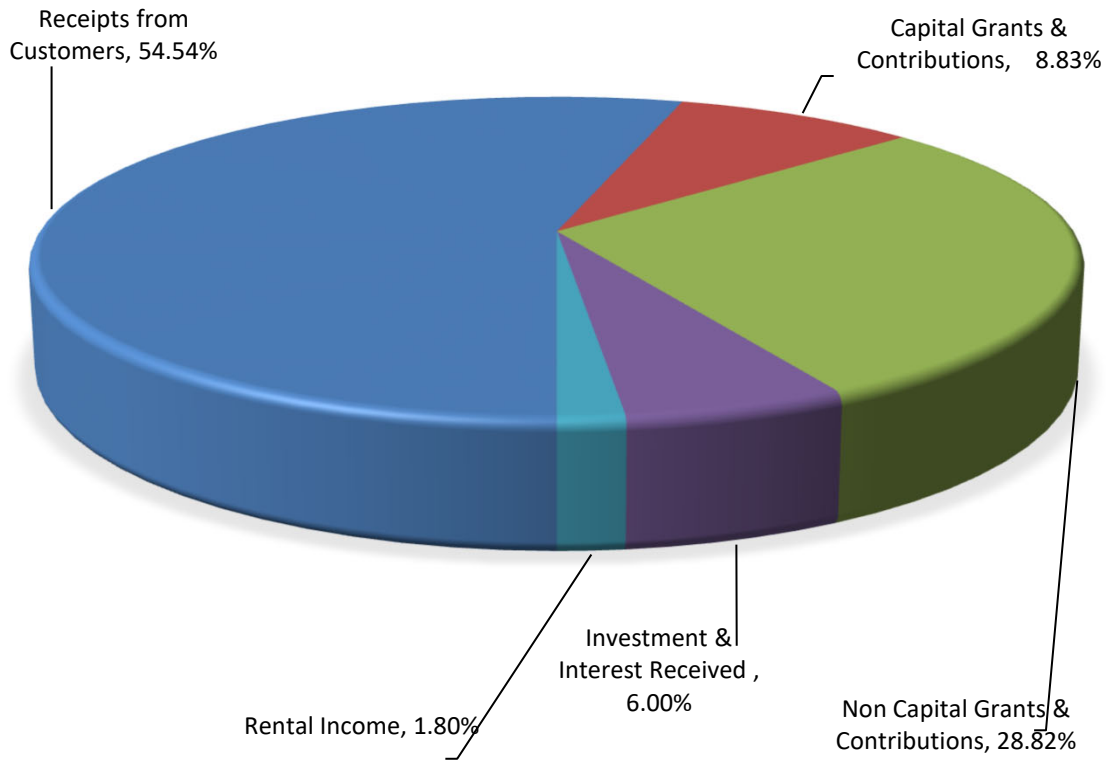


Flinders Shire Council

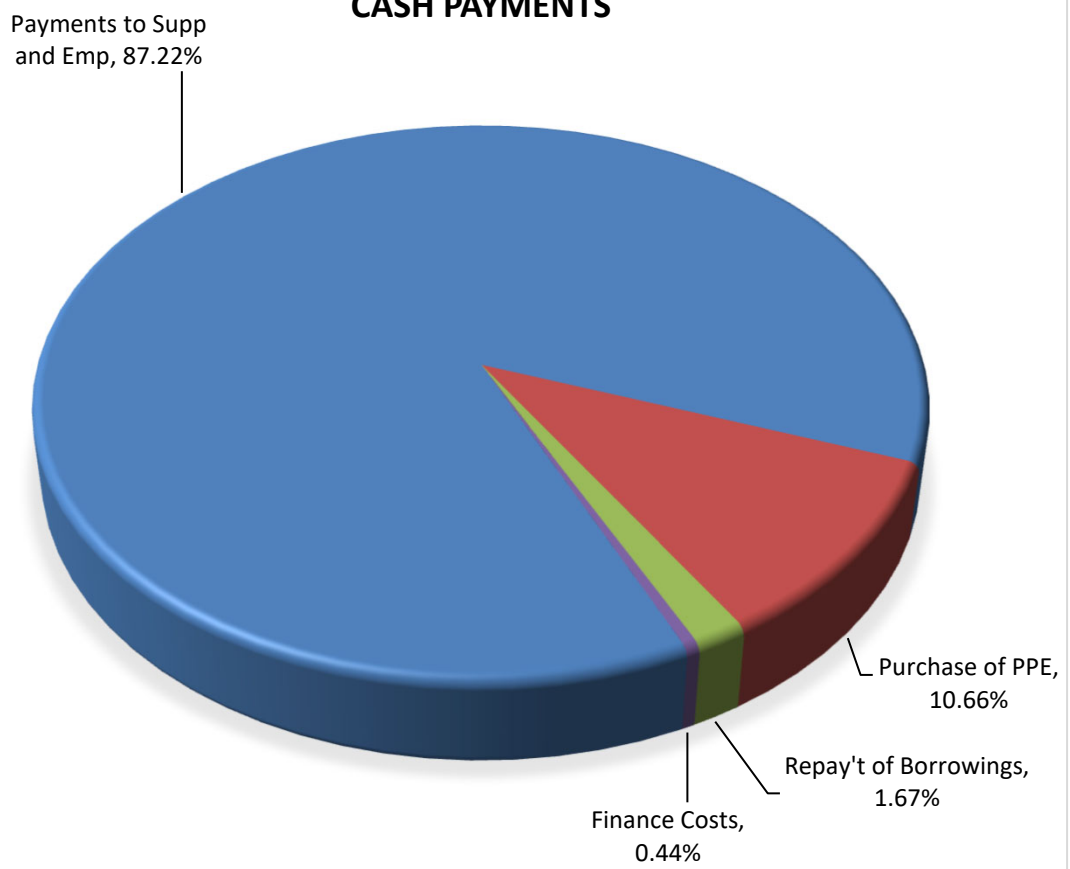
**Statement of Cash Flows
for the period ended 30 April 2026**

	2026	2025
	\$	\$
Cash flows from operating activities		
Receipts from customers	13,596,095	15,655,311
Payments to suppliers and employees	<u>(29,595,313)</u>	<u>(25,293,564)</u>
	(15,999,218)	(9,638,253)
Interest received	1,496,813	2,124,410
Rental Income	448,192	519,725
Recurrent grants, subsidies, contributions and donations	7,185,166	20,043,117
Borrowing costs	<u>(150,593)</u>	<u>(317,883)</u>
Net cash inflow (outflow) from operating activities	<u>(7,019,641)</u>	<u>12,731,116</u>
Cash flows from investing activities		
Payments for property, plant and equipment	(3,617,488)	(7,904,426)
Grants, subsidies, contributions and donations - Capital	2,202,200	5,055,101
Proceeds from sale of property plant and equipment	-	445,903
Net cash inflow (outflow) from investing activities	<u>(1,415,287)</u>	<u>(2,403,423)</u>
Cash flows from financing activities		
Proceeds from borrowings	-	-
Repayment of borrowings	<u>(567,602)</u>	<u>(792,838)</u>
Net cash inflow (outflow) from financing activities	<u>(567,602)</u>	<u>(792,838)</u>
Net increase (decrease) in cash and cash equivalent held	<u>(9,002,530)</u>	<u>9,534,856</u>
Cash and cash equivalents at the beginning of the financial year	47,725,314	38,190,458
Cash and cash equivalents at end of the financial year	<u><u>38,722,784</u></u>	<u><u>47,725,314</u></u>

CASH RECEIPTS



CASH PAYMENTS



Flinders Shire Council
Unrestricted Cash Reconciliation
for the period ended 30 April 2026

Cash Balance		38,722,784
Less:		
Current Liabilities		2,687,173
Non-Current Provisions		3,152,561
Unspent Grant Funding		4,103,658
Reserves		12,000,000
Roads	4,000,000	
Water	1,500,000	
Sewer	1,500,000	
Buildings & Other Structures	2,500,000	
Plant Replacement	2,000,000	
Cemeteries	500,000	
Total Unrestricted Cash		<u>16,779,392</u>

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

2.02.02 ICT AND INFORMATION GOVERNANCE POLICIES

Author: Chief Executive Officer
Authorising Officer: Chief Executive Officer
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. Adopt the following policies and authorise their issue and publication:

- Acceptable Use of ICT Services, Facilities, and Devices (Policy No. 222)
- Information Management Policy (Policy No. 235)
- Information Security Incident Management (Policy No. 236)
- Information Security Risk Management (Policy No. 237)
- Information Security (Policy No. 238)
- Mobile Device Policy (Policy No. 240)

Executive Summary

This report seeks Council endorsement to adopt a suite of ICT and information governance policies. Together, these policies set Council-wide expectations for acceptable ICT use, information management and recordkeeping, information security, security risk management, incident management, and the secure use of mobile devices (including BYOD). Adoption provides a consistent framework for staff, councillors, contractors and third parties.

Background

Council relies on ICT and information to deliver services and meet legislative and regulatory obligations. The attached policies establish the governance framework for how Council information and ICT resources are used, protected, managed, and retained. They also define responsibilities, escalation pathways, and review cycles.

**AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM**

Discussion

The following policies are presented as a consolidated governance suite:

Policy	No.	Type	Adoption date (as shown)	Review	Responsible
Acceptable Use of ICT Services, Facilities, and Devices	222	Strategic	22 April 2026	2 Years (Next: 22 April 2028)	Corporate and Financial Services
Information Management Policy	235	Strategic	22 April 2026	2 Years (Next: 22 April 2028)	Corporate and Financial Services
Information Security Incident Management	236	Strategic	22 April 2026	2 Years (Next: 22 April 2028)	Corporate and Financial Services
Information Security Risk Management	237	Strategic	22 April 2026	2 Years (Next: 22 April 2028)	Corporate and Financial Services
Information Security	238	Strategic	22 April 2026	2 Years (Next: 22 April 2028)	Corporate and Financial Services
Mobile Device Policy	240	Strategic	22 April 2026	2 Years (Next: 22 April 2028)	Corporate and Financial Services

Key messages:

- These policies formalise expectations and accountability for ICT use, privacy-aware handling of information, and information security.
- They strengthen compliance with recordkeeping, privacy and information security obligations referenced in the policies (including Queensland Government Chief Information Office (QGCIO) IS18 and Public Records Act requirements).
- They define practical controls such as incident reporting and escalation, risk assessment and treatment options, and managed mobile device use via Microsoft Intune.

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

- They provide clear guidance to staff and councillors and support consistent decision-making and enforcement.

Legal Considerations

The policies reference legislation and standards relevant to Council operations, including privacy, records and information access requirements. Officers will ensure supporting procedures and communications are maintained so that Council practices remain compliant.

- Crime and Corruption Act 2001
- Local Government Act 2009
- Public Sector Ethics Act 1994
- Copyright Act 1968
- Electronic Transactions (QLD) Act 2001
- Information Privacy Act 2009
- Land Act 1994
- Public Records Act 2023
- Right to Information Act 2009
- Australian Standard AS ISO 15489, Records Management
- Australian Standard AS ISO 16175-1.2020 & AS ISO 16175-2.2020
- Information Standard 18: Information Security (IS18)
- Information Standard 44: Custodianship (IS44)
- ISO 15076, Image technology color management - Architecture, profile format, and data structure
- ISO 19005, Document Management – Electronic Document File Format for Long-Term Preservation

Statutory/Compliance Matters

Adoption of the policies supports Council's governance obligations under the Local Government regulatory framework and strengthens Council's information governance maturity. The suite includes references to Queensland Government information standards (including IS18) and records governance requirements (including Public Records Act obligations) and sets review triggers for ongoing compliance.

Financial / Budget Implications

There is no direct capital expenditure required to adopt these policies. Implementation will be managed through existing operational resources, including staff communications, periodic training and routine compliance monitoring. Technical controls referenced (e.g., mobile device management via Microsoft Intune) align with existing ICT operations.

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

Consultation/engagement

- CEO and Executive Management Team (reviews)
- Corporate and Financial Services (policy owner)
- ICT Services / Managed Service Provider (implementation and operational controls)
- Governance / Information Management (recordkeeping and compliance)
- People, Safety, and Governance / HR (conduct and non-compliance pathways)

Risk Implications

Not adopting the policies increases the likelihood of inconsistent practices, unclear accountability, and higher exposure to privacy, recordkeeping and cyber security risks. Adoption reduces these risks by defining required controls, responsibilities, incident escalation, and review triggers.

Human Rights Considerations

The policies are administrative and governance instruments intended to ensure lawful and responsible handling of Council information and ICT resources. They support Council's compliance posture and do not introduce disproportionate limitations on human rights.

COUNCIL POLICY

Acceptable Use of ICT Services Facilities and Devices



Page 1 of 3

POLICY TITLE:	Acceptable Use of ICT Services, Facilities, and Devices
POLICY NUMBER:	222
REVISION NUMBER:	1
TRIM REFERENCE:	SF14/411 - R26/931
RESOLUTION NUMBER:	XXXX
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	2 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Corporate and Financial Services

1. OBJECTIVE

This policy's objective is to ensure the implementation of consistent procedures and practices in managing Flinders Shire Council (Council) Users' use of IT services, facilities, and devices. The intention is that Council employees and other Users know and understand their rights, responsibilities, and accountabilities when using Council IT services, facilities, and devices.

This policy applies to all Users or uses of Council's Information and Communications Technology (ICT), including its software and systems, whether those are controlled directly or indirectly by the Council, and all electronic communication devices provided to employees. It includes accessing the Council network through any means, including remotely, using the employee's personal computing facilities, other private or public wi-fi, or external computing facilities.

2. SCOPE

This policy applies to all Council authorised Users.

3. DEFINITIONS

Council – shall mean Flinders Shire Council

Councillor - shall mean elected officials (councillors) of the Flinders Shire Council that use, interact, or have access to Council's electronic systems and/or are in possession of an electronic device issued by Flinders Shire Council.

Employee – shall mean full-time, part-time, casual, limited-term employees, employees on contracts for service, volunteers, work experience students, and contractors of the Flinders Shire Council that use, interact or have access to Council's electronic systems and/or are in possession of an electronic device issued by Flinders Shire Council.

Official – shall mean, as required by employment contracts, Flinders Shire Council's Employee Code of Conduct, Flinders Shire Council Policies, and/or legislation governing the Flinders Shire Council.

User – shall mean an employee or councillor of the Flinders Shire Council.

COUNCIL POLICY

Acceptable Use of ICT Services Facilities and Devices



4. POLICY

Council is committed to:

- Supporting Council's operational requirements.
- Complying with relevant government policy and legislation, including Council's Employee Code of Conduct.
- Managing and monitoring usage.

Council's IT team is an enabler for the organisation to deliver ICT services that support business operations. They are responsible for the management and security of Council's ICT network, systems, and data security.

The use of Council-provided ICT services, facilities, and devices is for officially approved purposes only, whether via Council-provided devices and methods or approved personal devices and methods.

All use and access must be in accordance with legislation and able to withstand public scrutiny and/or disclosure (refer to the *Public Sector Ethics Act 1994*, *Local Government Act 2009*, and Council Employee Code of Conduct). Depending on the event, breaches in use may result in restriction or removal of access and/or disciplinary action.

5. APPLICATION

This Policy reinforces the provision of a fair, safe, and productive computing environment for Council by establishing clear responsibilities for Authorised Users that do not adversely impact Council's operations, assets, or reputation.

Any use of Council ICT systems requires that Users act responsibly, in accordance with legislation, and considering the test of public scrutiny.

All Users will restrict the access and use of Council's ICT devices, infrastructure, and systems to activities and processes of an official nature. This means utilisation of all ICT services, facilities, and devices in the normal course of the User's role and employment, ensuring that all access, change, disclosure and security of devices and information is in accordance with approved Council policies.

The management of Council data on personal devices is covered under the Council Remote Access and Mobility Policy. All conditions of this policy apply to any use of approved personal devices and may require Council Information Security Personnel to inspect and review personal devices as required. Users seeking remote access to Council ICT infrastructure, systems, and information are required to discuss the need with their manager. If the Manager supports the request, the Manager is to submit the request with business justification to help@rmt.net.au.

Related Council ICT security procedures for Internet Use, Portable Media, and Password Usage apply for all ICT use. They must be complied with by every User with access to Council systems. These procedures are based on the policy that all Users will always ensure that appropriate action is taken to protect Council devices and information from unauthorised access. This includes restricting internet access to official business-related use only, ensuring passwords are maintained as secret and are never disclosed or exposed unless authorised by the delegated ICT Council officer, and portable media and storage devices are not used outside of the Council.

6. RELATED LEGISLATION

- *Crime and Corruption Act 2001*
- *Local Government Act 2009*
- *Local Government Regulation 2012*
- *Public Sector Ethics Act 1994*
- Information Security Policy (IS18:2018) (Qld Government Policy)

COUNCIL POLICY

Acceptable Use of ICT Services Facilities and Devices



7. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Flinders Shire Council Employee Code of Conduct
- Flinders Shire Council Information Technology (IT) Resource Policy
- Flinders Shire Council Information Security Administrative Policy
- Flinders Shire Council Remote Working Administrative Policy
- Flinders Shire Council Information Access and Use Administrative Policy
- Flinders Shire Council Mobile Device Policy

8. REVIEW TRIGGER

Policy is to be reviewed every 2 years.

9. PRIVACY PROVISION

Council respects and protects people's privacy and collects, stores, uses and discloses personal information responsibly and transparently when delivering Council services and business.

10. APPROVAL

Adopted at the April 2026 Council Meeting - Resolution Number #####

COUNCIL POLICY

Information Management Policy



POLICY TITLE:	Information Management Policy
POLICY NUMBER:	235
REVISION NUMBER:	1
TRIM REFERENCE:	SF14/411 - R26/935
RESOLUTION NUMBER:	####
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	2 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Corporate and Financial Services

1. OBJECTIVE

The objective of this policy is to define Flinders Shire Council's commitment to the management of all company records in accordance with statutory requirements and obligations under the *Public Records Act 2023*. Furthermore, this policy will accurately reflect recordkeeping systems, procedures, processes, and obligations within the Council. The objective of this policy is to ensure:

- Compliance with the *Public Records Act 2023* and associated framework,
- Compliance with the *Information Privacy Act 2009 & Right to Information Act 2009*,
- Alignment with Council's Information Privacy Policy
- Processes are in place to manage complete and reliable records systematically and effectively,
- Ensuring information is adequately recorded and records are secured, preserved, and accessible,
- Recorded information can be retrieved efficiently, in a cost-effective manner when required,
- Protection and preservation of the Council records and corporate knowledge, and
- All employees, contractors, and elected members are aware of their recordkeeping obligations.

2. SCOPE

This policy applies to all aspects of Council business, all records created or received regardless of the format during the conduct of business activities, and all business applications, systems, and software used to create records. All practices concerning recordkeeping within Council are to be in accordance with this policy. In accordance with the *Public Records Act 2023*, all Council employees, contractors, volunteers, and elected members are required to comply with the contents of this policy.

3. DEFINITIONS

Archiving – shall mean the process of migrating or transferring inactive information for longer-term storage, preservation, and access.

Capture – shall mean the action which results in the registration of a record into a recordkeeping system.

Destruction – shall mean the process of eliminating or deleting records that do not have continuing value.

Definition – a statement of the exact meaning of a word, especially in a dictionary.

Disposal – shall mean the final decision concerning the fate of records.

Information – shall mean a collection of data in any form that an agency or person maintains.

Permanent Record – shall mean a record with high archival value that cannot be destroyed and must be retained indefinitely by either the agency or Queensland State Archives.

COUNCIL POLICY

Information Management Policy



Record – shall mean information created, received, and maintained in pursuance of legal obligations or in the transaction of business.

Retention – shall mean the act of keeping records for as long as they have administrative, business, legislative, historical, and archival value.

Right to Information – is a process giving the public the right, granted by law, to inspect or otherwise have access to information held by local authorities, subject to specified exclusions.

4. POLICY

Council is committed to:

- Developing, documenting, implementing, maintaining, and reviewing appropriate Information Management controls specified in the *Public Records Act 2023* and the *Information Privacy Act 2009*.
- When developing and applying these controls, adopt all mandatory principles of Information Management as specified in the Queensland Government Records Governance Policy.
- Establishing appropriate information management policies and procedures, in accordance with this policy, with effective governance across Council, adopting all relevant industry frameworks, standards, and regulated reporting requirements.

5. APPLICATION

Council will adhere to the mandatory principles of Information Management as specified in the *Public Records Act 2023* and the *Information Privacy Act 2009* for the protection of its information assets. Council will develop, document, implement, maintain, and review appropriate management controls to protect the information held. The six mandatory policy requirements in this policy are:

- Council must ensure records management is supported at all levels of the business; this means:
 - Council must ensure that compliant and effective records management is supported at all levels of the business. Council staff, including contractors, volunteers, and elected members, are responsible for compliant recordkeeping.
- Council must systematically manage records using governance practices that are integrated and consistent with broader agency frameworks; this means:
 - Council will ensure that records management is integrated into core and operational functions and will develop performance metrics that align with the intent and objective of this policy with the strategic objectives of Council.
- Council must create complete and reliable records; this means:
 - Complete and reliable records depict an entire story, which means it contains context and detail from essential metadata like descriptions, relationships, history and can be trusted, accurate, authentic, and useable. Complete and reliable records provide evidence of business activities conducted by Council and ensure business efficiency and compliance.
- Council must actively manage permanent, high-value, and high-risk records and information as a priority; this means:
 - These records have the highest priority for Council to retain and manage the retention of when developing and implementing governance practices.

- Council must make records discoverable and accessible for use and re-use; this means:
 - Recordkeeping systems (including record systems and other business systems that create and maintain records), procedures, and practices must work reliably and be secure to ensure that records are credible and authoritative regardless of format. Recordkeeping systems must also be protected from unauthorised access, damage, and misuse to ensure that records are protected from tampering, unauthorised alteration, and accidental or intended damage or destruction.
- Council must dispose of records in a planned and authorised way; this means:
 - Most of the information created by and received at Council is likely to be a public record, but not all records need to be kept for long periods. The Chief Executive Officer is accountable for the creation, management, appraisal, and retention of Council's public records to ensure the accountability, legal, administrative, financial, and research needs of the local government and the community are met. In consultation with Queensland State Archives, Council is responsible for assessing the value of the records currently held and setting appropriate retention periods for those records.

The Executive Leadership Team will approve, direct, and govern the development and application of appropriate information management policies to protect Council's information assets. They will delegate the development of the policies identified above and the operation of the specified information management controls to the Director of Corporate & Financial Services and Governance Team, who will promote compliance.

The Director of Corporate and Financial Services will report regularly on the effectiveness of the policies and the operation of controls and immediately on the occurrence of any breach or logged deviation from the policies or implemented controls. The Executive Leadership Team (including CEO) will provide authority for appropriate action and decision-making regarding any identified breach.

Data Classification

The data asset owners must classify data assets in accordance with the Council Information Classification Scheme.

Data assets must be classified based on the highest classification level of the different information types an asset transmits, stores or processes. The following table summarises the minimum expectations for treatment of given information assets.

	High value <i>Definition: Critical impact on business operations or entity or Council's reputation or on regulatory or legal compliance requirements.</i>	Moderate value <i>Definition: Moderate impact on business operations.</i>
Confidential <i>Definition: Restricted to named persons or entities.</i>	Confidential <u>Examples:</u> <ul style="list-style-type: none"> • Financial information/data • Employee information/data • Customer and Supplier Information/data • Internal audit reports 	Restricted Examples: <ul style="list-style-type: none"> • Critical information of a strategic or competitive nature
Public <i>Definition: Publicly available.</i>	Internal Use only <u>Examples:</u> <ul style="list-style-type: none"> • Company Strategies • Company Policy 	Public <u>Examples:</u> <ul style="list-style-type: none"> • Annual Reports • Advertisement, websites

* This is a depiction of the existing information classification scheme

Data Asset Declassification

Data assets must be reassessed periodically, or at least annually, and declassified when the initial classification level is no longer necessary.

Data Asset Labelling/Handling

Data asset handling defines specific security controls that indicate how Council's staff makes decisions and acts when dealing with data assets.

The security controls that must be implemented across the information lifecycle (i.e., creation and acquisition, access, storage, transmission, and destruction) are driven by the classification assigned to Council information.

Sensitive information should not be disclosed to third parties unless a confidentiality or non-disclosure agreement has been signed.

Printers and other imaging devices must be attended by persons authorised to examine the sensitive information being printed.

Sensitive information must be delivered to the designated recipients in person or via a secure communication channel and must never be left unattended in publicly accessible areas.

All electronic media containing sensitive information located outside Council facilities (including backup media, removable storage, laptops, and mobile devices) must be encrypted.

Physical/Electronic sensitive information must not be removed from Council premises or transferred from Council's computing assets unless there has been prior approval from the relevant Director or CEO.

Media Handling

All electronic media should be stored in a safe, secure environment.

Information on the removable media should be encrypted to maintain confidentiality and integrity.

The transfer of information on the removable media should be monitored to maintain integrity.

Disposal of Media

Formal procedures for the secure disposal of the media should be established to minimise the risk of confidential information leakage to unauthorised persons.

Disposal of sensitive items should be logged to maintain an audit trail.

Electronic media must be properly sanitised before it can be reused or discarded.

Sensitive information must be securely disposed of when it is no longer required. Secure bins or shredders must be used to dispose of sensitive hard copies.

Information Loss: Notifiable Data Breaches (NDB) Assessment

The NDB scheme in Part IIIC of the *Privacy Act 1988* requires entities including Council to notify affected individuals and the Privacy Commissioner of certain data breaches or information loss.

COUNCIL POLICY

Information Management Policy



The NDB scheme requires Council to notify individuals and the Commissioner about 'eligible data breaches'. An eligible data breach occurs when the following criteria are met:

- There is unauthorised access to, or disclosure of personal information held by entities including Council (or information is lost in circumstances where unauthorised access or disclosure is likely to occur).
- This is likely to result in serious harm to any of the individuals to whom the information relates.
- Council has been unable to prevent the risk of serious harm with remedial action.

Council will conduct an assessment if it is not clear if a suspected data breach meets these criteria. The assessment will determine whether the breach is an 'eligible data breach' that triggers notification obligations under *the Privacy Act 1988*.

6. RELATED LEGISLATION

- *Copyright Act 1968*
- *Crime and Corruption Act 2001*
- *Electronic Transactions (QLD) Act 2001*
- *Information Privacy Act 2009*
- *Land Act 1994*
- *Local Government Act 2009*
- *Local Government Regulation 2012*
- *Public Records Act 2023*
- *Public Sector Ethics Act 1994*
- *Right to Information Act 2009*
- *Australian Standard AS ISO 15489, Records Management*
- *Australian Standard AS ISO 16175-1.2020 & AS ISO 16175-2.2020*
- *Australian Standard AS/NZS 5478:2015, Recordkeeping metadata property reference set*
- *Information Security Policy (IS18:2018)*
- *Information Standard 18: Information Security (IS18)*
- *Information Standard 44: Custodianship (IS44)*
- *ISO 15076, Image technology color management - Architecture, profile format, and data structure*
- *ISO 19005, Document Management – Electronic Document File Format for Long-Term Preservation*
- *Payment Card Industry Data Security Standard (PCI DSS)*

7. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Employee Code of Conduct
- Acceptable Use ICT Services Utilities and Devices Policy
- Information Access and Use Policy
- ICT Risk Management Policy
- Information Privacy Policy
- Information Security Administrative Policy
- Remote Working Administrative Policy
- Information Access and Use Administrative Policy
- ICT Strategic Planning
- ICT Risk Management
- Corporate Risk Management Framework

8. REVIEW TRIGGER

Policy is to be reviewed every 2 years.

9. PRIVACY PROVISION

Council respects and protects people's privacy and collects, stores, uses and discloses personal information responsibly and transparently when delivering Council services and business.

10. APPROVAL

Adopted at the April 2026 Council Meeting - Resolution Number #####

COUNCIL POLICY

Information Security Incident Management



POLICY TITLE:	Information Security Incident Management
POLICY NUMBER:	236
REVISION NUMBER:	1
TRIM REFERENCE:	SF14/411 - R26/946
RESOLUTION NUMBER:	####
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	2 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Corporate and Financial Services

1. OBJECTIVE

This policy's objective is to outline how the Flinders Shire Council will meet information security events and incident management requirements under the Information Security Policy and QGCIO Information Security Policy (IS18). This policy aligns, wherever possible, with ISO 27035 Information Security Incident Management and covers the ISO 27001 Information Security Incident Management domain (A.16).

This policy does not cover technical incident response activities. Containment, eradication, and recovery activities should be determined by the Council's leadership as legislation requires reporting and other security activities associated.

This policy applies to all users of Council ICT resources, including all staff (including, but not limited to, employees, councilors, consultants, contractors, and third parties).

2. DEFINITIONS

AS – shall mean Australian Standard.

Council shall mean Council.

Councillor - shall mean elected officials (councillors) of the Flinders Shire Council that use, interact, or have access to Council's electronic systems and/or are in possession of an electronic device issued by Flinders Shire Council

Employee shall mean full-time, part-time, casual, limited-term employees, employees on contracts for service, volunteers, work experience students, and contractors of the Council that use, interact with, or have access to Council's electronic systems and/or are in possession of an electronic device issued by Council.

ICT DR Plan – shall mean Information and Communications Technology Disaster Recovery Plan and planning.

ISO/IEC – shall mean the International Organisation for Standardisation and the International Electrotechnical Commission.

ICT Services – shall mean Council Information and Communication Technology Services Department personnel.

3. POLICY

Council is committed to:

- Ensuring timely and effective handling of ICT security incidents.

COUNCIL POLICY

Information Security Incident Management



Council will adopt information security controls that reduce the likelihood and impact of security incidents. An information security incident is a suspected or confirmed violation of the integrity, availability, or confidentiality of Council information assets.

The outcome of an information security incident could be a financial, availability or reputational loss to Council. Security incidents can originate from intentional (deliberate actions against information) or unintentional actions.

4. APPLICATION

Controls

Council's ICT Services must have an up-to-date documented procedure that clearly describes how to identify, classify, and respond to Information Security or cyber incidents.

Security Incident Detection and Reporting

All staff must understand what constitutes a potential ICT security incident, how to report an incident, and what actions they must and must not take themselves.

Examples of automated detection and reporting include alerts generated by:

- Anti-virus,
- Firewalls,
- File integrity checking,
- Intrusion detection/prevention systems, or
- Other automated protective and detective security services.

A threat management process must exist to triage and treat potential incidents that are detected and ensure that appropriate action is taken quickly and effectively without adverse impact to Council business services.

Council must ensure that business partners and ICT third parties maintaining direct or indirect access to Council's data and information systems are contractually obliged to notify Council in cases of security incidents affecting Council.

Security Incident Analysis & Escalation

A security incident must be captured by the RMT Service Desk team. The RMT Service Desk team must provisionally assign a severity level to the incident and escalate to the Director of Corporate & Financial Services.

All actual or suspected ICT security incidents must be classified on receipt according to:

- Defined incident types and an identification of the potentially affected parties (internal and external, such as Council employees and business partners/third parties).
- The potential impact on the Council's operations, underlying IT, and network infrastructure.

The Director of Corporate & Financial Services and, or their delegate, must assess the nature of the incident and must either form a security incident management team or escalate to appropriate personnel, or close the incident depending on the type and nature.

The Security Incident Management Team may include personnel from Council ICT, ICT Managed Service Provider, other Business Divisions, and other specialist functions such as HR, Legal, Insurance, and external incident management Subject Matter Experts (SMEs).

During the assessment phase, the incident may be escalated to a "disaster," triggering the ICT DR Plan.

COUNCIL POLICY

Information Security Incident Management



A documented escalation and communication process (Crisis Management Team) must be in place to ensure appropriate stakeholders (e.g., Senior Management, IT, and <https://www.cyber.gov.au/report-and-recover/report>) are alerted during a major security incident. Legal advice must be sought from the Council's Legal representative before any regulatory or law enforcement authorities.

Security Incident Handling

A documented Security Incident Response Process/Plan (according to the incident's type and nature) should be part of Security Incident Management.

Post Security Incident Review

A post incident review is required for all information security incidents to identify the root cause of the issue, and what improvements must be made to prevent re-occurrence. After investigation, incidents must be re-classified (where appropriate) according to the actual impact. Incidents that are judged to be 'false alarms' or 'no impact' must be recorded as such. This review must be completed within two weeks of the security incident resolution.

A record of all suspected and actual information security incidents must be maintained, including all actions taken in investigating, assessing, and responding to IT security incidents, and reviewed to identify changes in the threat environment.

5. RELATED LEGISLATION

- *Information Privacy Act 2009*
- *Local Government Act 2009*
- *Privacy Act 1988*
- *Privacy Amendment (Notifiable Data Breaches) Act 2017*
- *Public Records Act 2002*
- ISO/IEC 27001

6. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Council ICT Risk Management Policy
- Council Corporate Risk Management Policy
- Council ICT Governance Framework

7. REVIEW TRIGGER

Policy is to be reviewed every 2 years.

8. PRIVACY PROVISION

Council respects and protects people's privacy and collects, stores, uses and discloses personal information responsibly and transparently when delivering Council services and business.

9. APPROVAL

Adopted at the April 2026 Council Meeting - Resolution Number ####

COUNCIL POLICY

Information Security Risk Management



POLICY TITLE:	Information Security Risk Management
POLICY NUMBER:	237
REVISION NUMBER:	1
TRIM REFERENCE:	SF14/411 - R26/947
RESOLUTION NUMBER:	####
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	2 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Corporate and Financial Services

1. OBJECTIVE

This policy's objective is to provide guidance on information security risk management to protect Flinders Shire Council against current and emerging security threats and help protect the information that is most important to Council and that, if compromised, could cause an information security incident.

2. DEFINITIONS

Council shall mean Council.

Councillor - shall mean elected officials (councillors) of the Flinders Shire Council that use, interact, or have access to Council's electronic systems and/or are in possession of an electronic device issued by Flinders Shire Council

Employee shall mean full-time, part-time, casual, limited-term employees, employees on contracts for service, volunteers, work experience students, and contractors of the Council that use, interact with, or have access to Council's electronic systems and/or are in possession of an electronic device issued by Council.

3. POLICY

Council is committed to:

- Defining the rules and steps for continued management of risks relating to information security.

This Policy applies to all users of IT assets, including all staff (including, but not limited to, employees, councillors, consultants, contractors, and third parties)

4. APPLICATION

Controls

Council must conduct information security risk assessments to proactively identify, assess, treat and monitor information security risks. A formalised, documented Council Risk Assessment Process must be in place which details the necessary steps for risk identification, assessment, treatment, and monitoring in accordance with:

- Council Enterprise Risk Management Framework.
- Information assets classification as per the ICT Asset Management Administrative Guideline.

Step 1: Risk Identification

Security risks can be identified by several sources. These risk sources can include, but are not limited to, the following:

- Scheduled risk assessments conducted on an annual basis.
- Risk assessments are conducted on a case-by-case basis.
- Internal or external audit.
- A potential or actual security incident revealing a weakness.

Identified security risks must be subject to appropriate assessment, treatment, and monitoring processes as described in the following sections.

Step 2: Risk Assessment

Identified security risks must be assessed using the principles contained within the Council Enterprise Risk Management Framework.

Step 3: Risk Response and Monitoring

Risk response must be selected based on the outcome of the Risk Identification and Assessment Phases. There are four options available for risk response which are not mutually exclusive and can be used in combination:

Risk Treatment Option	Description
<i>Risk Reduction</i>	The level of risk will be reduced through the selection of controls so that the residual risk can be reassessed as being acceptable.
<i>Risk Retention</i>	If the level of risk meets the risk acceptance criteria, there is no need for implementing additional controls and the risk can be retained.
<i>Risk Avoidance</i>	When the identified risks are considered too high, or the costs of implementing other risk treatment options exceed the benefits, a decision may be made to avoid the risk completely.
<i>Risk Transfer</i>	Transfer the risk to another party that can most effectively manage the particular risk depending on risk evaluation. Risk transfer involves a decision to share certain risks with external parties. Risk transfer can create new risks or modify existing, identified risks. Therefore, additional risk treatment may be necessary.

COUNCIL POLICY

Information Security Risk Management



Based on the list of risk treatment decisions, the Council must select cost-effective controls designed to reduce, retain, avoid, or transfer risks. Controls can include the use of technical and non-technical processes and can be preventative or detective in nature:

- Technical controls are safeguards incorporated into computer hardware, software, or firmware (e.g., access control mechanisms, identification and authentication mechanisms, encryption methods, intrusion detection software).
- Non-technical controls are management and operational controls, such as security policies, procedures, processes, reporting, escalation, and personnel security.

A risk response must be developed that identifies the priority for which individual risks must be implemented and their respective timeframes.

The risk response must be submitted to the information asset owner for validation and approval. The ICT Steering Committee must monitor the risk responses as part of the ongoing ICT risk review (at least quarterly).

Enterprise Risk Management, Legal and Regulatory Framework

Enterprise Risk Management (Governance) is responsible for identifying regulatory compliance requirements for data protection, privacy, and information security.

A Governance Officer must be assigned to ensure compliance with all legal regulations regarding Personal Identifiable Information (PII).

Third Party Management

Purpose and Scope

Council must ensure that contracted third parties apply equally stringent controls in managing and protecting Council's confidential and sensitive information. As such, adequate contracts and due diligence processes protecting the Council brand must be in place.

This guideline sets out the basic rules for managing the security of third parties (i.e., suppliers, vendors, etc.) who maintain direct or indirect access to the Council's IT systems and data.

This guideline applies to all third parties, including corporations, individuals, and sub-contractors, or parties engaged by any external service provider with whom.

Council has a commercial relationship with the provision of IT or other services and may be handling or have access to Council's information.

Controls – Third Party Selection and Evaluation Process

A Council third-party evaluation process must exist to assess external parties that will provide technology services to the Council. The following elements must be considered during the third-party evaluation process:

- Third-party financial status.
- The effect of the contract (that will be signed between the two parties) on the third-party turnover.
- Third-party reputation and client portfolio.

COUNCIL POLICY

Information Security Risk Management



- Third-party organisational structure, where necessary, resumes, qualifications, certifications of third-party workforce (for all IT professional services, consultative services, or other service-related engagements).
- The ability of the third party to comply with national and international standard statutory and regulatory requirements, e.g., PCI DSS and privacy legislation.
- The reliability, security, and effectiveness of third-party IT systems.
- The completeness of third-party technical support procedures (with respect to the offered services, including review of the offered SLA and KPI).
- Third-party business continuity and disaster recovery plans.
- Where there is a business need to provide external parties access to Council information facilities or for them to hold Council data, a risk assessment should be conducted to identify requirements for specific information security measures.
- The risk analysis will consider the type of access required, the value of the information, the security measures employed by the external party, and the implications of access for the security of the Council's information and information systems.
- Access to Council facilities or information by external parties is not provided until the appropriate measures have been implemented and an agreement has been signed defining the terms and conditions for the connection.
- The Council Information Security Team performs risk assessments and evaluates third parties' security control environment.
- An external party can demonstrate its information security credentials to the Council in one of the following ways:
 - Certification – If the external party can produce a certificate showing compliance with the relevant policy, such as ISO 27001 or ISO 27002, with a relevant scope, then they may need to be considered to have complied with this requirement.
 - External Audit—If the party has had its information security policies and practices audited by a trusted and independent organisation and is able to deliver a satisfactory report on that audit, then it may be considered to have complied with this requirement.
- A third-party inventory list must exist that describes the services provided and the critical rating of each third party (e.g., High/Medium/Low) based on the risk assessment results.

Contracting with Third Parties

Third parties must contractually and operationally commit to meeting the Council's commercial, security, and regulatory compliance obligations. The following requirements must be included in third-party agreements:

- External parties are covered by a non-disclosure agreement that explicitly states that persons with access to Council facilities or proprietary information are not to disseminate any information about Council, its

COUNCIL POLICY

Information Security Risk Management



capabilities, or activities without written authorisation from Council.

- The third party must notify the Council in cases of security incidents occurring within the third party that may affect the Council (e.g., third-party virus outbreak, successful third-party network compromise, etc.).
- The third party must maintain the confidentiality, integrity, and availability of the Council's information.
- The possibility of renegotiating or terminating the contract if the terms and conditions are not satisfied, for example, an undisclosed security incident or a third party failing to meet agreed service levels.
- Sub-contracting issues in the case of third parties (especially Cloud Service Providers) use other suppliers to deliver the services, and these suppliers maintain direct or indirect access to the Council's information.
- The third party must commit to ensuring suppliers meet Council security and regulatory compliance obligations.
- The third party must use the existing Council security infrastructure and take responsibility for maintaining the respective security controls, as these have been established by the Council.
- The third party must ensure that any suppliers they utilise to fulfil contract requirements meet Council security and regulatory compliance obligations.
- To the extent possible, a "Right to Audit" clause ensuring that management and/or an authorised representative may physically and logically evaluate a third party's control environment once a year.
- The business continuity and disaster recovery arrangements for the resumption of the third-party services in case of service interruption, data loss/destruction.

Council's IT department should be responsible for selecting and approving third-party IT services. DPSG or a legal representative must review all contracted information services agreements.

All third parties classified as "high risk" must be subject to an annual security review by the Council's information security team or an authorised representative. The security review must be conducted against the security requirements and controls depicted in the Council-ISPS.

The annual review results must be communicated to the third party, and the third party must commit to specific dates for remediating any identified security issues.

5. RELATED LEGISLATION

- Financial and Performance Management Standards 2019
- *Local Government Act 2009*
- *Public Records Act 2002*
- Queensland Government Information Standard 18 (IS:18)

6. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Council ICT Governance Framework
- Council ICT Risk Management

7. REVIEW TRIGGER

Policy is to be reviewed every 2 years.

8. PRIVACY PROVISION

Council respects and protects people's privacy and collects, stores, uses and discloses personal information responsibly and transparently when delivering Council services and business.

9. APPROVAL

Adopted at the April 2026 Council Meeting - Resolution Number ####

POLICY TITLE:	Information Security
POLICY NUMBER:	238
REVISION NUMBER:	1
TRIM REFERENCE:	SF14/411 - R26/948
RESOLUTION NUMBER:	####
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	2 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Corporate and Financial Services

1. OBJECTIVE

The objectives of this policy are to:

- Ensure any asset that stores or accesses Flinders Shire Council's information, including but not limited to computer systems, PCs, mobile devices, and telephones, is secure.
- Minimise the impact of incidents on the Council's image, reputation, business operations and profitability.
- Ensure compliance with regulatory requirements.
- Protect information to minimise the risk of financial and other loss to Council.
- Establish accountability for employee actions on protecting, disclosing, accessing, destroying, and modifying Council information.
- Support the strategic endeavors of Council by being safe, secure, and dependable.

2. DEFINITIONS

Availability - information must be accessible and useable on demand.

Confidentiality - information must not be made available or disclosed to unauthorised individuals, entities, or processes.

Defence In Depth - an information assurance concept in which multiple layers of security controls (defence) are placed throughout an information technology system.

ICT - information and communications technology.

Integrity - data must not be altered or destroyed in an unauthorised manner, and accuracy and consistency must be preserved regardless of changes.

Information - any data, files, documents, messages, or communications that are held on Council ICT assets in electronic form. This can include metadata

QGCIO - Queensland Government Chief Information Office

3. POLICY

Council is committed to:

- Ensuring that all critical information held in an electronic format is protected appropriately.

This policy provides a consistent application of information security to protect information assets and any ICT assets, which create, process, store, view or transmit information, against unauthorised use or accidental modification, loss, or release.

This Policy applies to all authorised users of Council ICT services, including all employees, councillors, consultants, contractors, and third parties.

Where a breach of this policy is identified, whether accidental or intentional, individual users, system and information owners must notify the Director of Corporate & Financial Services immediately and/or the Director of People, Safety and Governance if appropriate. Human Resources will manage any staff breach of this policy in accordance with existing disciplinary procedures.

4. APPLICATION

To protect its information assets, the council will adhere to the mandatory principles of QGCIO's Information Security Policy (IS18) and develop, document, implement, maintain, and review appropriate security controls.

Under the authority of this policy, Council will ensure appropriate industry standard security policies and controls are in place for the following areas:

- Information Security Classification,
- Internet Use,
- Portable Media,
- Password(s),
- Third Party Access(es),
- Antivirus / Cyber Security Management,
- ICT Security Incident Management,
- Firewall Management,
- Network Management,
- Physical Location,
- Remote Access.

The Executive Leadership Team through the ICT Steering Committee will approve, direct, and govern the development and application of appropriate security policies to protect the information assets of Council. They will delegate the development of the policies identified above and the operation of the specified security controls to the appointed ICT Officer who will promote compliance.

The appointed ICT Officer will report regularly to the Executive Leadership Team on the effectiveness of the policies and the operation of controls and immediately on the occurrence of any security breach or logged deviation from the policies or implemented controls. The Executive Team will provide authority for appropriate action and decision-making in regard to any identified breach.

The Directors will report directly to the Chief Executive Officer on security of Council information as required by the Chief Executive Officer and upon notification of any significant breach of security policies or controls with a report on action authorised and the organisational impact.

All staff (which includes but is not limited to employees, councillors, consultants, contractors and third parties) are required to comply with the principles of this policy and supporting Information Services Standards:

1. This policy and Information Services Standards must be available to, understood, and adhered to by all staff.
2. All staff have a responsibility to protect Council and to minimise the risk that might result from inappropriate use of corporate information.
3. Information Services Standards must be developed and reviewed annually to ensure they continue to support the objectives of this policy.
4. All information technology and physical assets must be secured in accordance with the relevant information security standards and procedures.
5. Council ICT assets are to be made available to authorised people only, according to least privilege, and must only be used in accordance with the relevant security standards and procedures. Access must be approved by managers.
6. All Council information rated confidential or internal use only must be protected against intentional or unintentional access or disclosure.
7. All Council information and systems must be protected and maintained to ensure that integrity is assured.
8. All Council information and systems must be protected and maintained to ensure that availability is assured.
9. All access to Council information and systems must, as far as possible, be auditable to ensure accountability and non-repudiation of actions.
10. Defence in depth must be applied to the design, development, and deployment of all Council systems to ensure a balanced security approach.
11. The design, development, deployment, and maintenance of systems must be done in consultation with the appointed ICT Officer and in accordance with the Information Services Standards.
12. All Council systems and services must comply with relevant national and international standards.
13. Security incident management response procedures must be implemented.
14. Information security risks and exemptions must be included in the risk management framework and reviewed at least annually.

5. RELATED LEGISLATION

- *Local Government Act 2009*
- Queensland Government Information Standard 18 (IS:18)

6. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Council Information Management Policy
- Council Remote Work and Mobility Policy
- Council Code of Conduct Policy

7. REVIEW TRIGGER

Policy is to be reviewed every 2 years.

8. PRIVACY PROVISION

Council respects and protects people's privacy and collects, stores, uses and discloses personal information responsibly and transparently when delivering Council services and business.

9. APPROVAL

Adopted at the April 2026 Council Meeting - Resolution Number ####

POLICY TITLE:	Mobile Device Policy
POLICY NUMBER:	240
REVISION NUMBER:	1
TRIM REFERENCE:	SF14/411 - R26/950
RESOLUTION NUMBER:	####
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	2 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Corporate and Financial Services

1. OBJECTIVE

The mobile device policy establishes the rules and guidelines for Flinders Shire Council (Council) employees' use of mobile devices. The policy aims to ensure that the devices are used responsibly, ethically, and securely and that they support the council's objectives and values.

For the purpose of this policy, mobile devices are defined as mobile/smartphones, tablets, or laptops. The policy covers council-supplied mobile devices and bring-your-own devices (BYOD).

The policy information communicates other relevant mandatory obligations (e.g., legislation) and is primarily intended for:

- Council ICT team and other senior Council officers who authorize how departmental ICT services, facilities, and devices may be used,
- Council Human Resources,
- Information Management staff,
- Councillors, and
- Staff who supervise and manage Council employees.

2. DEFINITIONS

Council – shall mean Flinders Shire Council.

Councillor - shall mean elected officials (councillors) of the Flinders Shire Council that use, interact, or have access to Council's electronic systems and/or are in possession of an electronic device issued by Flinders Shire Council.

Employee – shall mean full-time, part-time, casual, limited-term employees, employees on contracts for service, volunteers, work experience students, and contractors of the Flinders Shire Council that use, interact or have access to Council's electronic systems and/or are in possession of an electronic device issued by Flinders Shire Council.

Official – shall mean, as required by employment contracts, Flinders Shire Council's Employee Code of Conduct, Flinders Shire Council Policies, and/or legislation governing the Flinders Shire Council.

User – shall mean an employee or councillor of the Flinders Shire Council

Working from home – shall mean working remotely.

3. POLICY

Mobiles Devices Supported

Council ICT supports iOS and Android operating systems on mobile phones and tablets. And supports Windows operating systems for laptops.

The version of operating systems supported by Council is N-1; this means the current version of the operating system as released by the vendor and one prior version.

The council will not support devices and operating systems that no longer receive operating system patching and security updates.

Mobile Device Selection Process

The mobile device selection and allocation process determines the most suitable device and profile for each employee group based on their needs, preferences, and budget. The process involves the following steps:

- Needs assessment: The council conducts a survey and analyses each employee group's current and future requirements, such as the type and frequency of tasks and communication, the level and nature of mobility and connectivity, the amount and sensitivity of data and applications, and user feedback and satisfaction.
- Device evaluation: The council evaluates the available device options, such as mobile/smartphones, tablets, laptops, based on their features, specifications, compatibility, reliability, and cost. The council also considers the user preferences and expectations, as well as the environmental and operational factors, such as the devices' size, weight, durability, and battery life.
- Profile definition: Council defines the profile options (called Personas) to ensure fit-for-purpose devices are provided to support each role. Councillors, Employees, and contractors are grouped based on common characteristics and technology requirements. The persona then sets the agreed standard for the types of devices to be deployed, settings, and restrictions on the devices, such as email, calendar, contacts, browser, camera, GPS, Bluetooth, Wi-Fi, VPN, and applications.
- Device allocation: The Council allocates the device and profile to each Employee group based on the needs assessment, the device evaluation, and the profile definition. Council also considers the budget and the availability of the devices and prioritises the allocation according to the urgency and importance of the employee group.

Mobile Device Management System

The mobile device management (MDM) system is software that enables the council to remotely manage and secure the devices, enforce policy, and protect data. Council's MDM solution is Microsoft Intune.

The MDM system provides the following capabilities:

- Device inventory and configuration: The MDM system maintains a comprehensive inventory of the devices, including their serial numbers, models, operating systems, applications, and users. It also allows the council to remotely configure the devices, such as setting up email accounts, VPN connections, Wi-Fi networks, and security settings.
- Device monitoring and control: The MDM system monitors the status and performance of the devices, such as battery level, storage space, network signal, and location. It also allows the council to remotely control the devices, such as locking, unlocking, wiping, or resetting them or sending messages or alerts to the users.
- Policy enforcement and compliance: The MDM system enforces the policy and the profile settings on the devices, such as restricting or allowing certain features, functions, or applications or applying different levels of access and functionality depending on the user role or location. The MDM system also checks the compliance of the devices with the policy and the MDM system and reports any violations or deviations to the council.
- Data protection and backup: The MDM system protects the data on the devices from unauthorised access, loss, theft, or damage by using encryption, antivirus, and firewall software, as well as remotely wiping or locking the devices if needed. The MDM system also backs up the data on the devices to secure cloud storage and allows the council to restore the data in case of device failure or replacement.

Council-supplied devices ownership and responsibility

- Based on the profile definition 'Personas,' Council device/s will be assigned to an employee or Councillor.
- Council owns the devices and provides them to the employees for work purposes only. The council is responsible for purchasing, configuring, and maintaining the devices, as well as providing the MDM system and mobile network service.
- The employees are responsible for the proper use, care, and protection of the devices and for complying with the policy and the MDM system.

Bring your own devices (BYOD)

Council Requested

Where there is a business need for a mobile device, but its use is infrequent (e.g., it is required to be used once a week), the council may approach the Employee or Councillor and reach an agreement for the person to provide their own personal device for business use.

Employee or Councillor Requested

Alternatively, Employees or Councillors may approach the Council to utilise their personal mobile devices rather than carrying two mobile phones, tablets, or laptops.

All requests are to be made to itsupport@flinders.qld.gov.au for consideration.

Upon agreement (Council or Employee request for BYOD), the Council will install its Mobile Device Management (MDM) system on personal devices to manage and secure them. MDM separates personal and corporate data by creating distinct containers for each, ensuring that personal applications and information remain private. In contrast, corporate data and applications are protected and managed according to the council's security policies.

This separation helps maintain the privacy of the employee's personal data while safeguarding the council's sensitive information.

Reimbursement for Personal Device Use

As a rule, the Council does not reimburse for the use of personal devices for business purposes. The CEO is given a discretionary ruling to provide reimbursement in exceptional cases.

Ownership and Responsibility

- The Employee or Councillor owns the device and pays all costs related to the device and ongoing service plan (e.g., call, data, and text).
- The Employee agrees that Council will install and maintain a mobile device management (MDM) partition on the device where Council data and applications will be stored/operated.
- The employees are responsible for the proper use, care, and protection of the devices and for complying with the policy and the Council MDM system.

Acceptable Use

- The devices are intended to facilitate work-related tasks and communication and to enable access to the council's information and applications.
- Employees and Councillors are only allowed to install and use council-approved applications. For personal devices, this covers the MDM business partition created. This helps minimise the risk of malware or other security threats.
- Employees and Councillors are expected to use the devices in a professional, courteous, and lawful manner and to respect the privacy and confidentiality of the council and its stakeholders.

- Employees or Councillors are prohibited from using the devices for illegal, or inappropriate purposes, such as downloading or storing unauthorised or offensive content, making or receiving personal calls or messages, or accessing unauthorised or malicious websites or applications.
- Employees or Councillors can only install approved applications made available Council ICT.

Security

- The devices are subject to the council's information security policies and procedures and must be protected from unauthorised access, loss, theft, or damage. The employees must use strong passwords, PIN, or biometric authentication to lock the devices and must not share or disclose their passwords or credentials to anyone.
- The employees must also enable encryption, antivirus, and firewall software on the devices and must not install or run any software or application that is not approved by the council.
- Any incident or breach involving the Council or personal devices must be reported to the Council's ICT department as soon as possible via phone call and follow-up email. This allows the council to take prompt action to mitigate any potential damage and protect sensitive Council information.
- Do not use the compromised device until the ICT department has given clearance. This helps prevent further unauthorised access or data loss.

Maintenance

- The devices are subject to the council's asset management policies and procedures and must be kept in good working condition and updated regularly.
- The Employees or Councillors must follow the manufacturer's instructions and recommendations for the care and maintenance of the devices. They must not modify or tamper with the device's hardware or software.
- Employees or Councillors should update their devices regularly to ensure they have the latest security patches, software updates, and features. It is recommended to:
 - Install updates as soon as they are available: This includes operating system updates, security patches, and updates for installed applications.
 - Enable automatic updates: This ensures that devices receive updates promptly without requiring manual intervention.
 - Regularly check for updates: Even with automatic updates enabled, it is a good practice to periodically check for any missed updates or new versions of software.
- The employees must also return the devices to the council's IT department for periodic inspection, repair, or replacement and surrender them to the ICT department upon termination of employment or upon request by the council.

Compliance with Relevant Acts

Where an Employee or Councillor accesses and manages Council data on a mobile device, either council-supplied or personal, they must work in accordance with Council policy and State and Federal information, privacy, and security acts as outlined in the related documents section of this policy.

Forensic Analysis and Court Rulings

Court rulings can lead to forensic analysis of business and personal mobile devices used for business purposes in Australia. This includes data such as call history, message data (SMS/MMS/emails), calendar events, photos, and emails.

Appropriate forensic procedures must be followed for the evidence to be admissible in court.

This means that if a court deems it necessary, a personal mobile device used for business purposes can be subjected to forensic analysis to gather relevant evidence.

Non-Compliance

Non-compliance with this policy may result in disciplinary action, up to and including termination of employment. Employees are encouraged to seek clarification from the IT department if they have any questions or concerns regarding this policy.

4. RELATED LEGISLATION

- *Privacy and Data Protection Act 2014*
- *Public Records Act 2023*
- *Privacy Act 1988*
- *Right to Information Act 2009*
- *Information Privacy Act 2009*
- *Telecommunications Act 1997*
- ISO/PAS 45005:2020 Occupational Health and Safety Management

5. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Acceptable use of ICT Services, Facilities and Devices
- Employee Code of Conduct
- Information Security Policy
- ICT Physical and Environmental Security Policy
- Information Access and Use Policy
- Information Security Policy
- ICT Risk Management Policy
- Corporate Risk Management Policy
- ICT Remote Working and Mobility Policy

6. REVIEW TRIGGER

Policy is to be reviewed every 2 years.

7. APPROVAL

Adopted at the April 2026 Council Meeting - Resolution Number #####

AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM

2.03 ENGINEERING

**2.03.01 102.2025.4 HUGHENDEN SHOWGROUNDS UPGRADES STAGE 2
RECREATIONAL HALL, BAR AND CANTEEN AND PAVILLION**

Author: Engineering Administration Officer
Authorising Officer: Director of Engineering
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

Award Tender 102.2025.4 Hughenden Showgrounds Upgrades Stage 2 – Recreational Hall, Bar and Canteen & Pavillion Work Package 1: Separable portion 1 – Recreation Hall to JKC Building Pty Ltd for the amount of \$1,574,693.39 (ex GST) and authorise the Chief Executive Officer to execute the contract for works as tendered.

Executive Summary

Tender 102.2025.4 for the Hughenden Showgrounds Upgrades Stage 2 – Recreational Hall, Bar and Canteen & Pavillion closed on Thursday, 19 March 2026 via VendorPanel. Council received six submissions, with five deemed conforming and one deemed non-conforming.

Following evaluation of the conforming responses for Work Package 1: Separable portion 1 – Recreation Hall, it was determined that the responses represented value for money, and could be delivered within the available budget. Work Packages 2 and 3 exceeded available funding allocations and will be considered as future recommendations.

A variation request has been submitted to the Growing Regions Program seeking scope adjustment to support delivery of Work Package 2.

Background

The Hughenden Showgrounds Upgrade Stage 2 project includes the development of key infrastructure to enhance functionality, usability, and capacity of the Showgrounds facility.

The tender sought submissions for three separate work packages:

- Work Package 1: Recreational Hall (funded through Growing Regions)
- Work Package 2: Bar and Canteen
- Work Package 3: Recreational Hall Pavilion

Tenderers were provided the option to submit for individual work packages or the full project scope.

Submissions were evaluated by an internal evaluation panel in accordance with the approved procurement process. Of the six submissions received, five were assessed as conforming.

**AGENDA
22 MAY 2026 – 9:00 AM
McNAMARA BOARDROOM**

The evaluation criteria were as follows:

Evaluation Criteria:	Weighting (%)
Price	30%
Experience and Capability	40%
Methodology, Program and Management Systems	20%
Local Content, Employment and Environmental	10%
Price	30%

Statutory / Compliance Matters

Nil applicable.

Financial / Budget Implications

The financial assessment of tenders identified that only Work Package 1 can be delivered within current funding allocations. Work Packages 2 and 3 will be considered as a future recommendation once funding for each package has been confirmed.

Financial / Budget Summary

- Work Package 1 is under budget and recommended to proceed
- Work Package 2 is over budget and cannot proceed within current funding arrangement
- Work Package 3 is unfunded and cannot proceed

A variation request was submitted to the Growing Regions Program on 31 March 2026 to seek approval for scope adjustments, including the potential incorporation of elements of Work Package 2.

Initial feedback recommends that Council proceed with contracting for Work Package 1 prior to submitting a formal variation for expanded scope.

Consultation / Engagement

- Ochre Legal was engaged as procurement advisor and supported the preparation of tender documentation
- The tender was publicly released via VendorPanel
- Internal evaluation panel convened to assess submissions against established criteria

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Risk Implications

- Procurement Risk: Delays in contract award may result in cost escalation
- Financial Risk: Separation of work packages may increase overall project costs due to duplication of mobilisation and overheads
- Funding Risk: Reliance on grant variation approval to deliver expanded scope
- Delivery Risk: Staged delivery may impact overall project cohesion

Mitigation measures include progressing Work Package 1 promptly and maintaining ongoing engagement with funding bodies.

Strategic Impacts

The project supports:

- Enhancement of community infrastructure
- Increased capacity to host events and activities
- Economic and social development outcomes for the region
- Alignment with Council's strategic priorities for community wellbeing and infrastructure investment

Conclusion

The tender process has identified a financially viable and value-for-money outcome for delivery of the Recreational Hall (Work Package 1).

Progressing this component ensures that key infrastructure improvements can commence while Council continues to explore funding opportunities to deliver the remaining project elements.

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2.03.02 102.2025.8 DEMOLITION OF BUILDINGS AT HUGHENDEN SHOWGROUNDS

Author: Engineering Administration Officer
Authorising Officer: Director of Engineering
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

Award Tender 102.2025.8 Demolition of Buildings at the Hughenden Showgrounds to RJG Builders Pty Ltd for the amount of \$88,174.93 (ex GST) and authorise the Chief Executive Officer to execute the contract for works as tendered.

Executive Summary

Tender 102.2025.8 for Demolition works at the Hughenden Showgrounds closed on Friday, 10 April 2026 on VendorPanel. Council received five tender submissions through the Vendor Panel Portal.

Background

The tender is to demolish the old kitchen, bar and canteen at the Hughenden Showgrounds.

Tenders were evaluated by the evaluation panel based on the provided tender criteria. The five tender submissions were all deemed conforming.

The assessment criteria used for determining which Tender was most advantageous to the Principal is listed below.

Evaluation Criteria:	Weighting (%)
Price	30%
Experience and Capability	40%
Methodology, Program and Management Systems.	20%
Local Content, Employment and Environmental	10%

Statutory/Compliance Matters

N/A

Financial / Budget Implications

- Funding Growing Regions and Works for Queensland.

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Consultation/engagement

- Ochre legal appointed as procurement advisors and supported in preparation of the tender documents
- The tender documents were released through VendorPanel

Risk Implications

N/A

Strategic Impacts

N/A

Conclusion

Demolition works are expected to commence from early August, subject to approval of the recommendation.

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2.03.03 102.2026.6 SUPPLY AND DELIVERY OF A GRADER (1028)

Author: Engineering Administration Officer
Authorising Officer: Director of Engineering
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

Officer's Recommendation

That Council:

1. Award tender 102.2026.6 to purchase Caterpillar 150-3D Mastless Grader from Hasting's Deering for the price of \$781,000.00 inc. GST;
2. Auction the John Deere Grader Unit #1028.

Executive Summary

Council's Plant Replacement Budget for the 2025-2026 Financial Year included the replacement of Unit 1028 Grader. Tender 102.2026.6 for the Supply and Delivery of a Grader closed on Friday, 10 April 2026 on VendorPanel. Council received four tenders which were evaluated, with a recommendation provided in this report for authorisation.

Background

The Acting Civil Works Coordinator has completed an assessment of the submitted tenders.

Based on this assessment, and in consultation with the grader operators, the Director of Engineering considers that the tender most advantageous to Council having regard to the sound contracting principles in section 104 of the Local Government Act 2009 (Qld), is the tender from Hastings Deering for the Caterpillar 150-3D Mastless Grader.

The recommendation is supported by the following considerations:

- Hasting Deering offers strong local service support, reliable backup, and comprehensive warranty coverage.
- The Caterpillar 150-3D Mastless Grader is factory-fitted with the 3D Earthworks system, eliminating the need for additional installation or setup.
- The machine provides improved component and hour-based warranty coverage compared to alternatives.
- Caterpillar graders have known to retain higher resale value.
- The model is operator-friendly and has been positively received by current grader operators.
- The majority of the current Council fleet is Caterpillar, which supports consistency of parts, servicing schedules and familiarity among operators.
- Caterpillar parts are readily accessible from current suppliers, reducing downtime and maintenance delays.

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<u>TENDERER</u>	<u>OFFER</u>	<u>MAKE</u>	<u>MODEL</u>	<u>PRICE PER UNIT INCL GST</u>	<u>TRADE IN #1028</u>	<u>TOTAL PRICE INC GST</u>	<u>DELIVERY</u>
RDO Equipment	1	JOHN DEERE	2025 672P	\$ 695,200.0 0	\$ 112,750.00	\$ 582,450.00	Arrives in June 26 - 6-8 weeks from PO
MAK Diesel & Earthmoving	1	CASE	865B-2	\$ 615,285.0 0	No trade	\$ 615,285.00	4 Weeks
Northern Heavy Machinery	1	SHANT UI	SG21-B6	\$ 528,000.0 0	No trade	\$ 528,000.00	15 Weeks
Hastings Deering	1	CAT	150-3D Mastless	\$ 781,000.0 0	\$ 88,000.00	\$ 693,000.00	Est Sept/Oct 2026

Statutory/Compliance Matters

N/A

Financial / Budget Implications

The cost of the new Caterpillar 150-3D Mastless Grader is \$781,00.00 inc. GST. The allocated amount in the 2025-2026 Financial Year Plant Replacement Budget was \$825,000.00 inc. GST.

Consultation/engagement

- Ochre legal appointed as procurement advisors and supported in preparation of the tender documents
- The tender documents were released through VendorPanel

Risk Implications

N/A

Strategic Impacts

N/A

Conclusion

Purchasing the Caterpillar 150-3D Mastless Grader would result in full fleet standardisation, with all five graders being CAT machines.

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2.03.04 REVIEW OF COUNCIL GATES AND GRIDS POLICY

Author: Engineering Administration Officer
Authorising Officer: Director of Engineering
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. adopt the amended Gates and Grids Policy, as presented.

Executive Summary

Council's Gates and Grids Policy is due for review and requires formal adoption by Council to ensure it reflects current standards, practices, and legislative requirements.

Background

The Gates and Grids Policy aims to subsidise graziers for the upgrade / replacement or removal of grids from council-controlled roads and to ensure all grids within the shire comply with the standards set by the Council.

Each financial year, Council allocates funding in its budget for the Gates and Grids Subsidy Program, with a contribution of \$3,500 provided per approved grid application.

The Policy has been reviewed with minor amendment made, as reflected in the attached draft policy.

Statutory/Compliance Matters

Flinders Shire Council Local Law No. 03 – Gates and Grids

Financial / Budget Implications

Council to contribute \$3,500.00 per grid application.

Consultation/engagement

Preston Law

Risk Implications

An amount of \$50,000 has been allocated in the current budget for the replacement of or installation of new grids to graziers through an Expression of Interest process.



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Strategic Impacts

To ensure all gates and grids in the shire are installed to the appropriate standard in accordance with Council's Local Law No. 03 – Gates and Grids.

Conclusion

The Engineering team intends to call for applications for grid replacements once the updated policy has been adopted by Council.

COUNCIL POLICY

Gates and Grids Policy



POLICY TITLE:	Gates and Grids Policy
POLICY NUMBER:	31
REVISION NUMBER:	2
TRIM REFERENCE:	SF14/411 - R19/3974
RESOLUTION NUMBER:	2597
POLICY TYPE:	Strategic
APPROVING OFFICER:	Council Adoption
DATE OF ADOPTION:	
TIME PERIOD OF REVIEW:	4 Years
DATE OF NEXT REVIEW:	
RESPONSIBLE DEPARTMENT:	Engineering
LINK TO CORPORATE PLAN:	Resource – Best Practice Land Management

1. OBJECTIVE

The following policy has been proposed to address some of the issues with grids in Flinders Shire.

2. SCOPE

To subsidise graziers for the upgrade/replacement or removal of grids from Shire controlled roads (Roads on Council's Road Register). To ensure all grids within the Shire comply with the standards set by Council. (Attached is the Standard Drawing).

3. DEFINITIONS

Gate - means a hinged or sliding barrier used to close an opening in a wall, fence or hedge.

Grid - means a structure designed to permit the movement of pedestrian or vehicular traffic along a road but to prevent the passage of livestock.

Public Road - means a road for which the local government is responsible.

Road - is an area of land that is dedicated to public use as a road, a footpath or bicycle path, a bridge, culvert, ford, tunnel or viaduct as defined in section 59 of the *Local Government Act 2009*.

Structure - means anything that is built or constructed, whether or not it is attached to land as defined in the *Local Government Act 2009*.

4. POLICY

4.1 Subsidy Grids

1. Property boundary grids (2.7m x 4m) - the owner/property to contribute \$3,500 toward the cost of the purchase, delivery cost of the grid and abutments and installation by Council.

Council will bulk buy property boundary grids and abutments for this program as per the Procurement Policy.

4.2 Cost of Installation

Council undertakes to install the grids, at Council's cost, on the basis that Council has equipment in the area or available. Reasonable notice will be required, e.g. 4-6 weeks. Council will supply the grid, abutments and wing walls.

If requested by the property owner, Council can install a reinforced concrete base (32 mpa) at the property owner's expense.

Approaches will be constructed with a suitable road base from the area.

4.3 Licensing and Maintenance

All grids will be licensed and recorded in Council's system with the owners agreeing to maintain the grids to the standard. This includes the grid approaches where they are not sealed. Periodic inspections will be undertaken by Council.

4.4 Signage

Council will provide grid and hazard signs that must be erected and maintained by the property owner as per Council specifications.

4.5 Subsidy Quantum

Council will allocate money each year specifically for grids under this policy that will be reviewed at each annual Budget. The grid installation costs will be funded separately under Council's general road maintenance budget. If the subsidy is over subsidised, the applications will be kept on file.

4.6 Applications/Allocation Criteria

Council will advertise for applications each year following the budget allocation, with the following criteria being used to assess priorities –

- The standard of the grid that is being replaced will be rated by Council Officers with the highest need grids receiving the highest priority;
 - Priority 1: based on age and condition
 - Priority 2: removal of
 - Priority 3: new grid
- A maximum of two grids per property (or amalgamation of titles) per financial year will be eligible unless all funds are not allocated;

5. RELATED DOCUMENTS (LOCAL LAWS, POLICIES, DELEGATIONS ETC)

- Flinders Shire Council Local Law No. 3
- Application to Install / Renew a Gate or Grid Across a Road

6. REVIEW TRIGGER

Policy is to be reviewed every 4 years.

This policy is subject to review earlier than the review date if Council deems it necessary.

7. PRIVACY PROVISION

Council respects and protects people's privacy and collects, stores, uses and discloses personal information responsibly and transparently when delivering Council services and business.

8. APPROVAL

Adopted at the August 2019 Council Meeting - Resolution Number 2597.

Final Draft Version

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2.04 COMMUNITY SERVICES AND WELLBEING

2.04.01 2026 FESTIVAL OF OUTBACK SKIES – INTERIM FESTIVAL REPORT

Author: Tourism Development and Events Officer
Authorising Officer Community Services and Wellbeing
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. Note the Interim Festival Report for the 2026 Festival of Outback Skies; and
2. Adopt the proposed dates for the 2027 Festival of Outback Skies as 30 April – 2 May 2027.

Executive Summary

The 2026 Festival of Outback Skies has delivered significant growth across attendance, revenue, and programming, further strengthening its position as a flagship regional tourism and community event.

This report is provided as an interim summary, noting that final expenditure outcomes and full budget reconciliation are still being finalised.

Marketing and media exposure have reinforced the festival's role in attracting visitors, supporting the local economy, and enhancing Flinders Shire's reputation as a destination for distinctive outback experiences.

Year-on-year performance shows substantial increases in ticket sales, revenue, and diversified income streams, driven by initiatives such as the Queensland Music Trail partnership, expanded camping, and the introduction of the barn dance.

The introduction of a revised planning committee and working group model - incorporating Council staff, community members, and local organisations - has improved collaboration, strengthened stakeholder ownership, and contributed to a more sustainable and scalable event model.

Background

The Festival of Outback Skies is an annual signature event designed to showcase the region's unique outback environment, culture, and community, while driving visitation and economic activity across the Flinders Shire.

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The 2026 festival built on previous years through expanded programming, refined ticketing structures, and additional revenue opportunities. Key enhancements included:

- Introduction of barn dance ticketing
- Revision of Sunday Sesh program and ticketing
- Expansion of powered camp sites
- Strengthened marketing and media presence
- Partnership with the Queensland Music Trail, elevating the profile and reach of the festival

A significant change in 2026 was the implementation of a revised planning committee and working group structure. This model incorporated representation from across Council departments, as well as community members and local community groups, to strengthen collaboration, shared ownership, and long-term sustainability of the event.

This revised structure supported improved coordination, increased community engagement, and enhanced delivery outcomes, contributing to the overall success of the 2026 festival.

Statutory/Compliance Matters

Nil applicable.

Financial / Budget Implications

The festival continues to demonstrate strong financial growth and increasing return on Council investment.

Headline Growth (2023–2026):

Total Ticket Revenue:

- 2023: \$ 48,883
- 2025: \$137,560
- 2026: \$231,599
- Increase (2025–2026): +68.4%

Note: Revenue includes approximately \$20,000 in refunds issued due to the fuel crisis. Despite this, 2026 represents the highest revenue on record.

Total Tickets Sold (All):

- 2025: 1,727
- 2026: 3,341
- Increase: +93.5%

Overall Attendance (Estimate):

It is noted that attendance figures outlined above are based on ticketed events only and do not capture participation in the range of free activities delivered across the three-day program.

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Based on total bar revenue, merchandise sales, and anecdotal data provided by vendors and stakeholders, it is estimated that approximately 3,500 people attended the festival across the three-day event.

This broader attendance estimate highlights the Festival's significant reach and community engagement, beyond ticketed components, and reinforces its value as a major regional event.

Attendance by event:

- Rodeo (Friday): 1,291 (stable vs 1,296)
- Dinner (Saturday): 639 (+7.2%)
- Family Show (Saturday): 111 (decrease from 165)
- Finale (Sunday): 1,093 (+27.7%)

Sponsorship:

- 2026: \$105,600 (strong increase from \$85,695 in 2025)

Bar Sales:

- 2025: \$60,126
- 2026: \$86,619
- Increase: +44.1%

New Revenue Streams (2026):

- Additional powered sites/nights option: 260 bookings / \$32,219 revenue
- Barn Dance: 161 tickets sold
- Flexi pass insurance: \$5000

Comparative Insights:

- Dinner ticket sales increased significantly (315 vs 237 in 2025)
- Sunday Sesh continues strong growth (516 vs 444), following transition to paid model
- Festival pass uptake remained stable (295)
- Bull ride attendance remains stable post removal of free access (695)
- Extended stay camping introduced as a major new revenue driver
- Introduction of pop-up bar supported increased revenue and sales, reducing wait times

Council Contribution:

- 2026: \$250,000 - This investment continues to leverage significant external income through grants, sponsorship, and direct event revenue.

Consultation/engagement

- Establishment of Festival Planning Committee and working groups
- Internal coordination across Council departments and with Elected Members
- Engagement with sponsors and funding bodies
- Collaboration with local businesses and community groups
- Marketing and media engagement to promote regional visitation

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Risk Implications

- Financial: Continued reliance on external funding streams (grants/sponsorship)
- Reputational: Maintaining event quality as attendance grows
- Operational: Managing logistics and capacity with increased patronage

Mitigation includes strong planning, diversified revenue streams, and continuous improvement following each festival cycle.

Strategic Impacts

Corporate / Operational Plan Alignment:

- Supports economic development and tourism growth
- Enhances community wellbeing and social connectedness
- Strengthens Council's leadership in delivering regional events
- Drives visitation and regional branding opportunities

Conclusion

The 2026 Festival of Outback Skies demonstrates substantial growth and success, both financially and in community and tourism outcomes.

The continued expansion of programming and revenue streams indicates a sustainable and maturing event model.

Endorsing the 2027 festival dates will support forward planning, funding applications, and marketing opportunities to maintain this positive trajectory.

Attachments

- Comparative Festival of Outback Skies Data Report (2023–2026)
- [Media Release – 2026 Festival of Outback Skies](#)

Attachment: Comparative Festival of Outback Skies Data 2023–2026

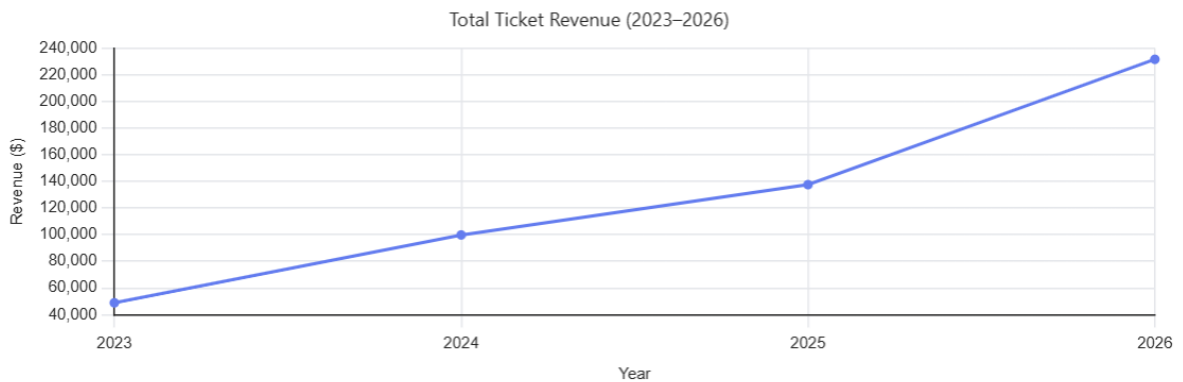
Overview

The Festival of Outback Skies has experienced strong and sustained growth from 2023 to 2026, with 2026 representing a step change in both scale and maturity of the event.

Key trends demonstrate:

- Significant growth in ticket sales and revenue
- Diversification of income streams
- Increased visitor engagement and economic impact
- Strengthening sponsorship and commercial performance

1. Ticket Revenue Growth

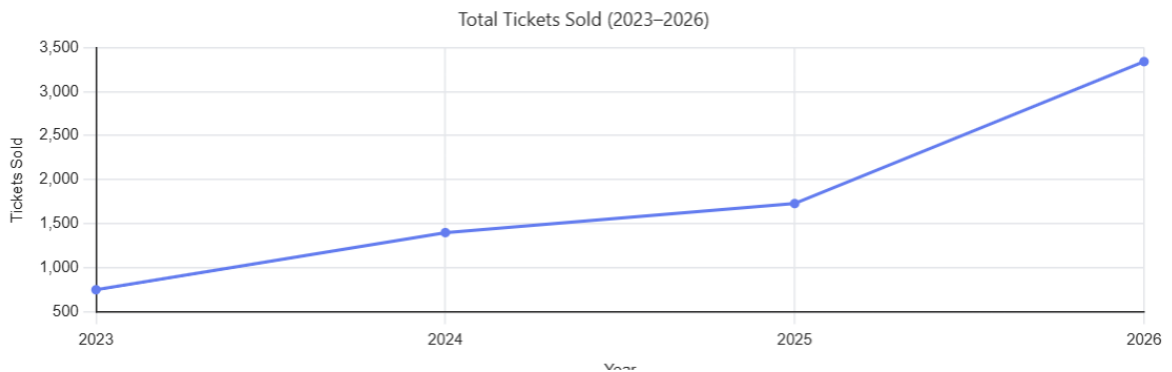


Key Insights:

- Ticket revenue increased from \$48,883 (2023) to \$231,599 (2026)
- Represents a 374% increase over four years
- 68.4% growth from 2025 to 2026 alone, despite ~\$20,000 in refunds

This reflects improved ticketing strategies, pricing maturity, and program expansion.

2. Total Tickets Sold



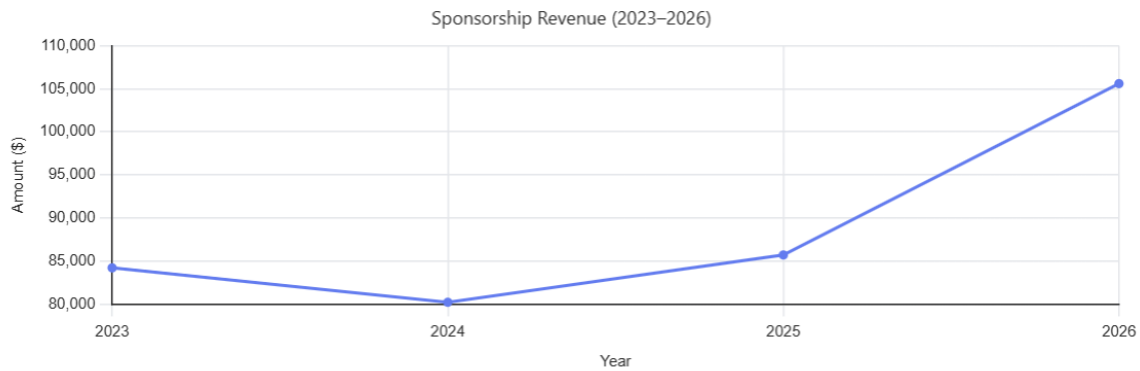
Key Insights:

- Ticket volumes grew from 747 (2023) to 3,341 (2026)
- 93.5% increase from 2025 to 2026
- Indicates strong demand and successful event scaling

Note:

Ticket figures exclude free community activities. Total attendance is estimated at ~3,500 people across the event.

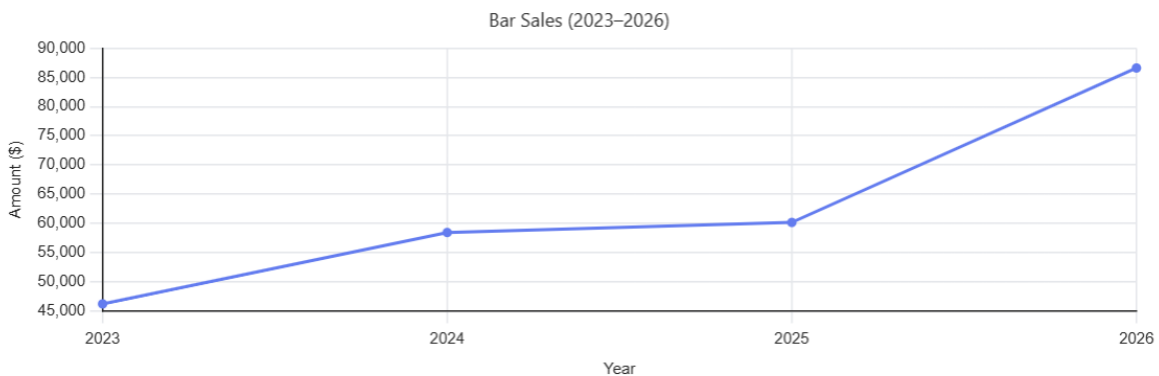
3. Sponsorship Growth



Key Insights:

- Sponsorship increased to \$105,600 in 2026
- Continued upward trajectory following a dip in 2024
- Reflects growing confidence from partners and increased event profile

4. Bar Sales Performance



Key Insights:

- Bar sales increased from \$60,126 (2025) to \$86,619 (2026)
- 44.1% growth year-on-year
- Strong proxy indicator of attendance and patron attendance time

5. Key Growth Drivers (2026)

New and Expanded Revenue Streams

- Extended camping options: 260 bookings / \$32,219 revenue
- Barn Dance introduced: 161 tickets sold
- Flexi-pass insurance: approx. \$5,000

Program Strength

- Dinner attendance increased to 639 (+7.2%)
- Sunday Finale reached 1,093 (+27.7%)
- Rodeo attendance remained stable at ~1,291

6. Strategic Observations

- The festival is transitioning from a community-led event to a mature regional tourism product
- Revenue is becoming more diversified and resilient
- Attendance growth is now placing pressure on infrastructure and logistics, requiring forward planning
- Strong correlation exists between:
 - Program expansion
 - Ticket sales growth
 - On-site spend (bar, camping, vendors)

7. Conclusion

The 2023–2026 data clearly demonstrates:

- Rapid growth phase achieved in 2026
- A more commercially sustainable model emerging
- Increasing ability to leverage Council investment into broader economic outcomes

The Festival of Outback Skies is now well-positioned to:

- Continue scaling sustainably
- Attract increased external funding and partnerships
- Strengthen its role as a flagship event for the region

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2.04.02 BUSINESS INCENTIVE PROGRAM

Author: Community Development Officer – Health and Wellbeing
Authorising Officer: Director of Community Services and Wellbeing
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. Approve the application received from Samantha Powe, trading as *Flinders Shine*, for funding of \$978 under the Business Incentive Program (Sole Trader Category) to support the purchase of IT equipment.

Executive Summary

Council has received one compliant application under the Sole Trader category of the Business Incentive Program from Samantha Powe, trading as *Flinders Shine*.

The applicant seeks financial assistance to purchase essential IT equipment, including a laptop and printer, to support core business operations

Background

The Flinders Shire Business Incentive Program is an initiative designed to attract new investment, support the revitalisation of local businesses, and stimulate economic activity across the region. The program aims to:

- Increase economic opportunities for local businesses through improved patronage;
- Support new investments that generate economic benefit to the region;
- Encourage the preservation and improvement of commercial buildings; and
- Enhance the attractiveness of commercial streetscapes across the Shire.

Under the Sole Trader Category, applicants must:

- Hold a current ABN;
- Support local industry (not operate as a home-based business);
- Maintain a business presence within the Shire; and
- Be eligible for funding capped at \$2,000 over a five-year period.

The application submitted by Samantha Powe, trading as *Flinders Shine*, meets all eligibility requirements under this category.

Statutory/Compliance Matters

The application has been assessed in accordance with Council's *Business Incentive Policy*.

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Financial / Budget Implications

- Total Program Budget: \$25,000
- Committed Funding: \$2,500
- Remaining Budget: \$22,500

Sufficient funds are available within the program budget to support this application.

Consultation/engagement

- The Business Incentive Program is publicly available via Council's website;
- Applications are accepted on a rolling basis throughout the financial year until program funds are expended.

Risk Implications

Nil significant risks identified.

Strategic Impacts

The program supports Council's strategic objectives by encouraging small business growth and strengthening the local economy.

Conclusion

The application from Samantha Powe, trading as *Flinders Shine*, is compliant with program guidelines and demonstrates clear business benefit through improved operational capability.

It is recommended that Council approve funding of \$978 to support the purchase of essential IT equipment to assist in the ongoing operation and growth of the business.

2.04.03 COMMUNITY GRANTS – EVENT SUPPORT STREAM

Author: Community Development Officer – Health and Wellbeing
Authorising Officer: Director of Community Services and Wellbeing
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. Approve the Hughenden Golf Club's application for \$2,000 under the Community Grants Program – Event Support Stream; and
2. Endorse the utilisation of available funding from the Business Incentive Program within the Community Grants budget to support this application.

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Executive Summary

The Hughenden Golf Club will host its annual Hughenden Golf Club Open 36 Hole Championships on 27–28 June 2026. This long-standing event attracts competitors from across the region, fostering community engagement and contributing to a vibrant and competitive sporting environment.

Across the two-day event, the Club provides catering for players and families, creating a welcoming and inclusive atmosphere. A visiting Golf Professional from Townsville attends the event, offering junior and senior coaching sessions and operating a temporary golf shop supplying essential equipment.

The Club has requested funding of \$2,000 to support the purchase of trophies and prizes for the Championships.

Background

The Flinders Shire Council Community Grants Program – Event Support Stream is designed to build strong partnerships with community organisations and deliver benefits to residents and visitors by supporting a vibrant and active community.

The program aims to:

- Provide funding opportunities to strengthen community organisations and support the delivery of events;
- Promote community awareness and appreciation of cultural and community events;
- Enhance the profile and appeal of the region and attract visitors through a diverse events program;
- Facilitate community interaction and strengthen relationships with Council; and
- Generate local economic activity and development.

The Event Support category provides funding of up to \$2,500 to support local events. The Hughenden Golf Club meets the eligibility criteria as an established community organisation delivering a well-recognised annual event that provides social and economic benefit to the broader community.

Statutory/Compliance Matters

The application has been assessed in accordance with Council's Community Grants Policy.

Financial / Budget Implications

Community Grants – Events Budget:

- Total Budget: \$75,000
- Committed Funding: \$75,000
- Remaining Budget: \$0

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The Events budget has been fully expended.

Business Incentive Program (available for reallocation)

- Total Budget: \$25,000
- Committed Funding: \$3,478 (*including pending Flinders Shine application*)
- Remaining Budget: \$21,522

Sufficient funds remain within the Business Incentive Program, and given the limited time remaining in the financial year, it is unlikely that additional applications will fully expend the available allocation.

It is therefore considered appropriate to utilise these funds to support this application.

Consultation/engagement

- The Community Grants Program is publicly advertised via Council's website;
- Applications are open year-round until available funding is expended;
- Council officers provide guidance and assistance to applicants as required;
- Ongoing engagement with community organisations supports awareness and uptake of funding opportunities.

Risk Implications

- Low risk. The event is well established, consistently delivered, and aligns with Council's funding objectives.

Strategic Impacts

The event supports Council's strategic outcomes, including:

- A strong and diverse economy – through attracting visitors and increasing local expenditure;
- A cohesive and connected community – by delivering an inclusive, regionally supported sporting event.

Conclusion

The Hughenden Golf Club Open Championships is a valued annual event that provides both social and economic benefits to the Flinders Shire community.

The application aligns with the objectives of the Community Grants Program, and sufficient alternative funding is available within the Business Incentive Program to support the request. It is recommended that Council approve funding of \$2,000 to support the delivery of this event.

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2.04.04 COMMUNITY GRANTS – FACILITY INFRASTRUCTURE AND EQUIPMENT STREAM

Author: Community Development Officer – Health and Wellbeing
Authorising Officer: Director of Community Services and Wellbeing
Disclosure of Interest: The Author and Authorising Officer declare that they do not have any conflicts of interest in relation to this item.

OFFICER'S RECOMMENDATION

That Council:

1. Approve the Hughenden Golf Club's application under the Community Grants Program – Facility Infrastructure and Equipment Stream; and
2. Allocate funding of \$12,490.20 (materials and equipment only) from the Business Incentive Program budget, with the applicant providing the labour component as its required co-contribution.

Executive Summary

The Hughenden Golf Club has applied for funding to upgrade its existing cold room infrastructure, which is essential to the Club's ability to host community events, functions, and gatherings.

The current refrigeration system, including condenser units and associated components, has reached the end of its operational life, resulting in reduced efficiency and an increased risk of failure.

The total project cost is \$15,490.20, including \$3,000 in labour. To ensure compliance with the co-contribution requirements of the funding program, it is recommended that Council fund materials and equipment only, with the Club contributing the labour component in-kind.

Background

The Community Grants Program – Facility Infrastructure and Equipment Stream supports community organisations to upgrade essential infrastructure and purchase equipment that contributes to organisational sustainability and community benefit.

The Hughenden Golf Club's project involves the replacement of two failing condenser units and associated refrigeration components servicing the Club's cold room. This infrastructure is critical to the safe storage of food and beverages and underpins the Club's capacity to deliver events and services.

The facility is a key community asset that supports regular social activities and major events, including upcoming events expected to attract significant visitor numbers.

The project aligns with Council's Corporate Plan outcomes, including:

- A cohesive and growing community;
- A strong and diverse economy; and
- A high performing Council.

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McNAMARA BOARDROOM

Project Summary

- Project Name: Coldroom Upgrade
- Total Project Cost: \$15,490.20
- Funding Requested: \$15,490.20
- Recommended Funding: \$12,490.20 (materials and equipment only)
- Location: Hughenden Golf Club

Project Scope:

- Replacement of two condenser units
- Upgrade of associated refrigeration components

Identified Need:

- Existing equipment has reached end of life
- Reduced efficiency and increased risk of failure
- Confirmed deterioration through maintenance assessments
- Essential for safe and compliant food and beverage storage

Community Benefit:

- Supports delivery of community events, functions, and gatherings
- Ensures safe and reliable cold storage
- Enhances the Club's capacity to host major events
- Strengthens a key social and recreational hub
- Supports volunteers and user groups

Statutory/Compliance Matters

The application has been assessed in accordance with Council's Community Grants Policy.

The policy requires:

- Adequate co-contribution (cash or in-kind)
- A balanced and realistic project budget

The applicant's original budget showed no co-contribution, which does not meet policy requirements. By excluding the labour component from the funded amount, the Club's covering of labour becomes the required co-contribution.

Financial / Budget Implications

There is no remaining allocation within the Community Facilities or Events budgets for the 2025/2026 financial year.

Business Incentive Program Budget

- Total Budget: \$25,000
- Committed Funding: \$5,478 (*including Flinders Shine & Golf Club Event Support applications*)
- Remaining Budget: \$19,522

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The recommended funding of \$12,490.20 can be accommodated within this balance, leaving remaining balance: \$7,031.80.

Given current trends and the limited time remaining in the financial year, it is unlikely that additional applications will fully exhaust the remaining allocation.

Consultation/engagement

- The Community Grants Program is publicly available via Council's website;
- Applications are accepted on a rolling basis until funds are expended;
- Council officers provide guidance and support to applicants as required;
- Direct engagement has been undertaken with the applicant to clarify project scope and funding compliance requirements.

Risk Implications

- Low risk: The project addresses an identified infrastructure failure risk and supports continued safe operation of a key community facility.

Strategic Impacts

The project supports Council's strategic priorities, including:

- Strengthening community wellbeing and social connection;
- Supporting local economic activity through event hosting capacity; and
- Maintaining safe, reliable, and functional community infrastructure.

Conclusion

The proposed cold room upgrade is a necessary infrastructure investment that delivers clear and immediate benefit to the Hughenden Golf Club and the broader community.

The project aligns with the objectives of the Facility Infrastructure and Equipment Stream and addresses a critical operational risk.

It is recommended that Council approve funding of \$12,490.20 for materials and equipment, with the applicant contributing labour as its co-contribution to ensure compliance with program requirements.

2.05 PEOPLE, SAFETY AND GOVERNANCE

- Nil Resolutions Required

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3. CLOSED BUSINESS

- Nil Resolutions Required

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The meeting closed at

Kate Peddle
Mayor
Flinders Shire Council