



BUSINESS PAPER

Ordinary Council Meeting Thursday, 20 November 2025

I hereby give notice that Ordinary Council Meeting will be held on:

Date: Thursday, 20 November 2025

Time: 8:00am

Location: Winton Shire Council Board Room

**Louise Knol
Chief Executive Officer**

Mayor

Cr Cathy White

Deputy Mayor

Cr Tina Elliott

Councillors

Cr Frank Standfast

Cr Adrian Lenton

Cr Jacob Mutton

Cr Julie Dorries

Management Team

Louise Knol (Chief Executive Officer)

Shannon Van Bael (Executive Manager
Community Services)

Ryan Francis (Director of Works)

Linda Gingborn (Executive Manager Corporate
Services)

Harish Nair (Executive Manager Finance)

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19 **Date of Next Meeting** **375**

- 1 **ACKNOWLEDGEMENT OF COUNTRY AND SERVICES**
 - 2 **APOLOGIES**
 - 3 **DECLARATION OF INTEREST AND CONFLICT OF INTEREST**
 - 4 **CONFIRMATION OF MINUTES FROM PREVIOUS MEETINGS**
- Ordinary Council Meeting - 16 October 2025
- 5 **BUSINESS ARISING OUT OF PREVIOUS MEETING**
 - 6 **MAYOR'S REPORT TO COUNCIL**

Date	Subject	Attendees
16/10/2025	Monthly Council Meeting	Mayor, Deputy Mayor, CEO and SLT team
17/10/2025	OHDC meeting	Mayor, Deputy Mayor and CEO
17/10/2025	Showgrounds Bar & Kitchen	Councillors, CEO and DOW
20/10/2025	LGAQ Conference Gold Coast	Mayor, Deputy Mayor and CEO
20/10/2025	DATE CLAIMER - Rural & Remote Segment Session - Childcare Panel	Mayor, Philip Keirle; Cr Suzette Beresford; Rachael Webster; Lucy Greene
21/10/2025	QRA & Winton Shire Council - LGAQ Conference; Tuesday 21 October 2025	Mayor, Deputy Mayor and CEO
22/10/2025	Ann Leahy MP and Sean Dillion MP	Mayor, Deputy Mayor and CEO
23/10/2025	Visit A.B. Paterson College -	Mayor, Deputy Mayor and CEO
23/10/2025	Meeting with Minister Mickelberg	Mayor, Deputy Mayor and CEO Mitchell Dickens; Sean Dillon; Mel Forbes;
24/10/2025	Audit Committee Meeting Via Teams	Advisory Committee Meeting
27/10/2025	Senator Susan McDonald	Mayor, Deputy Mayor and CEO Campbell-Wilson, Amanda, Kate Birse; Mel Forbes
27/10/2025	Senator the Hon. James McGrath -	McGrath, James; Mayor, Deputy Mayor, CEO, Kate Birse; Mel Forbes
27/10/2025	<u>Senator the Hon Anthony Chisholm</u>	Mayor, Deputy Mayor, CEO, Kate Birse; Mel Forbes
27/10/2025	Hon David Littleproud MP	Mayor, Deputy Mayor and CEO, Kate Birse; Mel Forbes
27/10/2025	Senator the Hon Nita Green	Mayor, Deputy Mayor and CEO Peri Saunders, Kate Birse; Mel Forbes
27/10/2025	Mr Rick Wilson MP	Mayor, Deputy Mayor and CEO Kate Birse; Mel Forbes; Louise Knol;

27/10/2025	Ms Marion Scrymgour MP	Mel Forbes; Brown, Maina; Mayor, Deputy Mayor and CEO Lachie HOGG, Kate Birse; Mel Forbes
27/10/2025	Lachlan Hogg - Office of Marion Scrymgour MP	Lachie HOGG; Mel Forbes; Mayor, Deputy Mayor and CEO Kate Birse; Brown, Maina; Blundell, Liam; Williams-Costa, Ebony; Darren SKUSE
28/10/2025	Hon Kevin Hogan MP	Mayor, Deputy Mayor, CEO Kate Birse; Mel Forbes
28/10/2025	Rebecca Duncan - Senior advisor for Regional Development	Mayor, Deputy Mayor and CEO Kate Birse; Mel Forbes
28/10/2025	Hon Patrick Gorman MP	Mayor, Deputy Mayor and CEO Kate Birse; Mel Forbes
28/10/2025	Hon Sam Rae MP	Mayor, Deputy Mayor and CEO Winton Community and Aged Care Services;
29/10/2025	OQTA-AGM	Mayor
30/10/2025	Redevelopment of the former Australian Hotel Site	Mayor Deputy Mayor, CEO, Councillors, DOW, Tim and Kim Trad, Colin Higginson; Jason Burger;
1/11/2025	KOA AGM	Mayor, Deputy Mayor
5/11/2025	Lady Gowrie (Childcare) placeholder	Mayor, Deputy Mayor and CEO, Rachel Webster (RAPAD) Welfare Manager
5/11/2025	OHDC Collabforge Update	Mayor
7/11/2025	RAPAD Nov Board meeting	CEO
7/11/2025	OQTA-Destination Management Plan - WMC	Mayor
7/11/2025	OHDC - Collabforge	Mayor, Deputy Mayor
7/11/2025	SRLOG Invitation 19-20 NOV	Cathy White; Louise Knol
10/11/2025	Boulder Opal Discussion	Mayor, Deputy Mayor and CEO, Lydia Evert; James Evert; Alison Summerville; Daniel Black
11/11/2025	Event - Remembrance Day Commemorative Ceremony	Mayor, Deputy Mayor, Councillors and CEO
11/11/2025	Art Gallery Opening – Ink in the Lines	Mayor, CEO
11/11/2025	Councilors' Workshop - CEO	Mayor, Deputy, Mayor, Councillors and CEO
12/11/2025	Desert Champions Way: Outback	Mayor, Lydia Evert

	Camel Trail Council Stakeholders	
18/11/2025	St. Patricks School-Presentation night	Mayor, Deputy Mayor and Councillors
19/11/2025	Winton State School-Speech night	Mayor, Deputy Mayor and Councillors
19/11/2025	Vision Splendid Conversation with WSC	Mayor, Deputy Mayor and CEO Lydia Evert; Michael Watson; Trevor Love;
19/11/2025	OQTA Constitution Review CPR Group	OQTA Board;
19/11/2025	SRLOG Invitation 19-20 NOV	Mayor

7 MAYOR'S BUSINESS TO BE CONSIDERED WITHOUT NOTICE

8

QUESTIONS FOR WHICH NOTICE HAS BEEN GIVEN



QUESTION ON NOTICE

WINTON SHIRE COUNCIL

PRIVACY NOTICE: Winton Shire Council is collecting the personal information you supply on this form for the purpose of processing your application. Some of this information may be given to relevant Council Officers. Your personal information is handled in accordance with the *Information Privacy Act 2009*.

Enquiries: Phone - 4657 2666
Fax - 4657 1342
Address: PO Box 288
Winton Qld 4735
Email: info@winton.qld.gov.au

COUNCIL MEETING DATE: 20.11.2025

QUESTION DIRECTED TO: Chief Executive Officer

BACKGROUND OBJECTIVE:

2025/2026 Capital Budget – Plant, Fleet and Equipment Purchases

Item	Description	Amount	Amount	Amount	Amount
Plant, Fleet & Equipment	Truck for Parks & Facilities to replace - Plant ID 119	\$ 75,000			\$ 75,000
Plant, Fleet & Equipment	Truck for Parks & Facilities to replace - Plant ID 120	\$ 75,000			\$ 75,000
Plant, Fleet & Equipment	Camp caravan	\$ 125,000			\$ 125,000
Plant, Fleet & Equipment	Smooth drum roller	\$ 300,000			\$ 300,000
Plant, Fleet & Equipment	Roller (small 2.7 ton)	\$ 65,000			\$ 65,000
Plant, Fleet & Equipment	Ute for Rural Services - to replace Ford Ranger Plant ID 97	\$ 80,000			\$ 80,000
Plant, Fleet & Equipment	Truck - Maintenance - Dual Cab tipper to replace Plant ID 118	\$ 170,000			\$ 170,000
Plant, Fleet & Equipment	Truck - Maintenance - Dual Cab tipper to replace Plant ID 117	\$ 320,000			\$ 320,000
Plant, Fleet & Equipment	Prado	\$ 100,000			\$ 100,000
Plant, Fleet & Equipment	Generator x 2	\$ 50,000			\$ 50,000
Plant, Fleet & Equipment	Trailer for SES ATV	\$ 8,000	\$ 8,000		\$ -

QUESTION ON: Capital Works Program 2025/2026

Can Council please be advised on the progress of the procurement of the Plant, Fleet and Equipment approved through the 2025/2026 Capital Budget?

Print Name: Tina Elliott

Signature:

Date: 13/11/2025

NOTE: QUESTIONS ON NOTICE MUST BE RECEIVED BY THE CHIEF EXECUTIVE OFFICER 7 CLEAR DAYS PRIOR TO THE MEETING AT WHICH THE QUESTION IS TO BE ASKED.

OFFICE USE ONLY

DATE RECEIVED: 13/11/2025

AGENDA MEETING TO BE INCLUDED: November Council Meeting on 20/11/2025

9 QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS NOT BEEN GIVEN

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Winton to Richmond Rd CRC Program Funding	9.3	Questions without Notice September Meeting 11/09/2025	Ryan Francis	25/09/25	25/09/25	15/09/25

Cr Frank Standfast

1. With the recent announcement that Richmond Shire have secured funding for the Winton-Richmond Road will Winton Shire be constructing any of the work under the Country Roads Connect Program?

CEO actioned –

Richmond Shire Council was successful in its application to the Country Roads Connect program for the sealing of the Richmond–Winton Road. While Winton Shire Council had previously resolved to lodge its own application, this action was not progressed by the responsible officers for reasons that remain unclear. The officers involved are no longer employed by Council, and measures have since been implemented within the Executive Team to strengthen oversight and ensure clearer accountability for future grant processes.

As the contract has been awarded to Richmond Shire Council, Winton Shire Council is currently unable to confirm whether it will be engaged to undertake any components of the construction works. Officers will liaise with Richmond Shire Council in due course to explore any potential opportunities for involvement.

2. Can the Councillors be given an explanation as to why WSC apparently didn't apply under the Country Roads Connect Program as adopted in the March 2025 Council Meeting?

Sep 2025 4:21pm Francis, Ryan – Completion

Completed by Francis, Ryan (action officer) on 15 September 2025 at 4:21:36 PM - Following a review undertaken by the CEO and the Director of Works, it was identified that an oversight had occurred and the submission for the Country Today's Program was not lodged. The matter was investigated promptly, and appropriate measures are being put in place to ensure future submissions are tracked and completed within the required timeframes

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target/ Completed
	Plant and Machinery 10 Year Replacement Plan	8.1	Question With Notice October Meeting 16/10/2025	Ryan Francis	30/10/25	30/10/25

Cr Tina Elliott

1. Will Council be in a position to have a Plant and Machinery 10 Year Replacement Plan completed prior to the commencement of the 2026/27 Budget deliberations?

Action Notes

23 Oct 2025 10:22am Reents, Kirby – Completion

Completed by Reents, Kirby on behalf of Francis, Ryan (action officer) on 23 October 2025 at 10:22:49 AM –

Yes, works have progressed and there will be a comprehensive plant replacement plan prior to the 26/27 budget.

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Bulk Rubbish Collections	9.1	Questions without Notice October Meeting 16/10/2025	Ryan Francis	30/10/25	30/10/25	6/11/25

Cr Tina Elliott

1. When is WSC planning on doing the whole of town annual bulk rubbish collection?

Action Notes**23 Oct 2025 10:22am Reents, Kirby - Email**

Hi Ryan - Please Action QWON from Cr Elliott

06 Nov 2025 3:08pm Francis, Ryan - Completion

Completed by Francis, Ryan (action officer) on 06 November 2025 at 3:08:19 PM –

Due to current staffing constraints, no activities are scheduled before Christmas.

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Disaster Campaign for Rural Landowners	9.2	Questions without Notice October Meeting 16/10/2025	Shannon Van Bael	30/10/25	30/10/25	

Cr Tina Elliott

2. Is Winton Shire Council planning on a Preparedness for Disaster campaign for rural landowners as we move into the storm/wet season?

Action Notes

23 Oct 2025 10:32am Reents, Kirby - Email

Hi Shannon - Please Action QWON from Cr Elliott

13 Nov 2025 9:56am Van Bael, Shannon - Completion

Completed by Van Bael, Shannon (action officer) on 13 November 2025 at 9:56:10 AM –

There have been several "Be ready for severe weather" notices put on Facebook during the month of October. Make a Household Severe Weather Plan & Livestock Severe Weather Emergency Plans were emailed to all rural properties during this month.

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Report on Winton 150 Budget	9.3	Questions without Notice October Meeting 16/10/2025	Harish Nair	30/10/25	30/10/25	24/10/25

Cr Tina Elliott

1. When does the CEO envisage providing Council with a report on the Winton's 150th Birthday Celebration Budget

QUESTION ON: Winton's 150th Birthday Celebration Budget

1. Can Council please be delivered a report that will detail the community outcomes from the recent Winton 150th Birthday Celebrations that also includes a detailed budget breakdown of the expenses incurred?

CEO response

- The Winton 150 Event will provide an evaluation of the Winton 150 Celebrations primary celebrations held from 6 to 13 April 2025, marking the 150th anniversary of the founding of Winton. The evaluation will assess the event's objectives, participation, economic and social impact, stakeholder engagement, promotional effectiveness, governance, and areas for future improvements.

It is proposed that evaluation of the event will be progressed through various means including engagement with the Winton 150 Committee, Councillors, internal team members, businesses and community, industry bodies (OQTA) and Event Society who were engaged to deliver the event.

Theming of Winton 150 continues throughout 2025 with the culmination of celebrations and the Outback Festival.

Action Notes

23 Oct 2025 10:34am Reents, Kirby - Email

Hi Harish - Please Action QWON from Cr Elliott

24 Oct 2025 3:28pm Reents, Kirby - Completion

Completed by Reents, Kirby on behalf of Nair, Harish (action officer) on 24 October 2025 at 3:28:34 PM -

Winton 150- response is:

Council Expenditure spent \$1,012,150.08 for the Winton 150 celebration across 3 years, summary below.

<u>Winton 150 Celebration</u>	
Itemised Expenses as per Practical across 2024, 2025 & 2026	
Event Planning & Management Expenses	\$ 665,582.91
McMaster Drive Tree Planting Expenses	\$ 99,176.29
Other Creditors, Payroll, Plant & Stores Expenses	\$ 247,390.88
	\$1,012,150.08

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Showgrounds Hire – Electricity Charges in Fees Income	9.4	Questions without Notice October Meeting 16/10/2025	Kirby Reents	30/10/25	30/10/25	

Cr Tina Elliott

- Does the Fees Income include the electricity charges that hirers of the Showgrounds are obligated through the hire agreement to pay?

6600-0002 SHOWGROUNDS

6600-1500	Fees	11,715.40	29%	40,000
6600-1550	Rents-Showgrounds	0.00	---	0

Action Notes

23 Oct 2025 10:22am Reents, Kirby - Email

Hi Ryan - Please Action QWON from Cr Elliott

06 Nov 2025 3:37pm Francis, Ryan – Reallocation

Action reassigned to Reents, Kirby by Francis, Ryan –

Yes, agreement states electrical charges will apply. but charging is post

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Funeral Services	9.5	Questions without Notice October Meeting 16/10/2025	Harish Nair	30/10/25	30/10/25	24/10/25

Cr Tina Elliott

1. How come in past years Funeral Services have been kept to cost recovery in past FY's and at end of 2025 Fy it has been at a cost to Council of approx. \$41K?

Action Notes**23 Oct 2025 10:33am Reents, Kirby - Email**

Hi Harish - Please Action QWON from Cr Elliott

24 Oct 2025 3:28pm Reents, Kirby - Completion

Completed by Reents, Kirby on behalf of Nair, Harish (action officer) on 24 October 2025 at 3:28:16 PM –

During 24/25 revenue from funeral service was \$30k, while expenses were \$49k. In the current fees & charges, certain items included (in total) in the funeral fees are detailed but there no individual breakdown of how the fee is allocated. Currently funeral service provided through private works request and invoicing after the service is provided. Council is currently pursuing debtors who hasn't paid for the funeral services from the start of the year. As such Council should consider requesting upfront payments for funeral services going forward.

Officers are currently undertaking a detailed analysis of 24/25 income and expenses and YTD 2025 for the funeral category of the budget and this will be provided when complete

Min No.	Name of Item	Item No.	Type	Officer	Initial	Target	Complete
	Football Field Top Dressing	9.6	Questions without Notice October Meeting 16/10/2025	Ryan Francis	30/10/25	30/10/25	6/11/25
<p>Cr Adrian Lenton</p> <p>1. Can Council be advised when the top dressing of the football field will occur.</p> <p>Action Notes</p> <p>23 Oct 2025 10:32am Reents, Kirby - Email</p> <p>Hi Ryan please see QWON From Cr Lenton</p> <p>06 Nov 2025 3:10pm Francis, Ryan - Completion</p> <p>Completed by Francis, Ryan (action officer) on 06 November 2025 at 3:10:36 PM –</p> <p>The timing for the top dressing has not yet been finalised. Further advice will be provided to Council once details are confirmed.</p>							

10 PETITIONS**11 DEPUTATIONS/PRESENTATIONS**

Nil

12 CONSIDERATION OF MOTIONS

13 DECISIONAL REPORTS

13.1 AMENDMENT TO THE WINTON SHIRE COUNCIL PLANNING SCHEME - DARK SKY POLICY

File Number: 197135

Author: Louise Knol, Chief Executive Officer

Authoriser: Louise Knol, Chief Executive Officer

Attachments: 1. Amendment of Planning Scheme - Dark-Sky Lighting.pdf

Meeting Date: 20 November 2025

Corporate and Operational Plan Consideration

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
4 - Thriving Together	Liveability	Chief Executive Officer	Liveability – Identify opportunities to increase the liveability of current and future residents.

Budget Reference: This amendment to the planning scheme will not have a direct impact on Council's 2025-2026 except for the work undertaken to prepare and implement the amendment in accordance with the Planning Act 2016 which is part of Council's "business as usual" allocation for Town Planning services.

SUMMARY

The purpose of this report is to seek Council's approval to amend the Winton Shire Council Planning Scheme 2020 to ensure that newly-installed external lighting in the Township Zone. The proposed amendment to the Winton Shire Council Planning Scheme 2020 introduces requirements for all new external lighting in the Township Zone – Winton to comply with dark-sky standards.

This amendment supports Winton's bid to become Queensland's first Dark-Sky Community and aligns with the Winton Shire Council Dark Sky Lighting Policy adopted by Council February 2025 (Res # 25.02.26) and with the International Dark Sky Community Program Guidelines 2018 (updated September 2023). The amendment is considered minor, does not involve zoning changes, and follows statutory processes under s20 of the *Planning Act 2016*.

RECOMMENDATION

1. That the report be received
2. That Council resolves to proceed with an amendment of the Winton Shire Council Planning Scheme 2020 to incorporate Council's Dark Sky Lighting Policy adopted by Resolution of Council in February 2025 (Resolution Number 25.02.26) as follows:
 - i) In accordance with section 20 of the *Planning Act 2016*, the Dark Sky Lighting amendment is minor and does not include zoning changes;

- ii) The Dark Sky Lighting amendment will ensure compliance with dark-sky lighting standards in the Township Zone – Winton;
- iii) Prepare the Dark Sky Lighting amendment in accordance with the requirements of the *Planning Act 2016* as outlined in Attachment A of the report submitted by Campbell Higginson Town Planning Pty Ltd Reference-WIN327, November 2025; and
- iv) After preparation of the Dark Sky Lighting amendment, adopt the amendment, publish a public notice, and provide the required documentation to the Chief Executive of the Department of State Development Infrastructure and Planning.

REPORT

The purpose of this report is to seek Council's approval to amend the Winton Shire Council Planning Scheme 2020 to ensure that newly-installed external lighting in the Township Zone – Winton complies with dark-sky standards from the date of amendment. This amendment is a critical step in supporting Winton's application for designation as a Dark-Sky Community.

Council adopted the Dark Sky Lighting Policy on 20 February 2025 (Resolution 25.02.26), which aligns with the International Dark Sky Community Program Guidelines (2018, updated 2023). Compliance with these standards is a prerequisite for Winton's application to DarkSky International. The application is being developed in partnership with the Australian Age of Dinosaurs, which has already achieved Dark-Sky Sanctuary status for the Gondwana Stars Observatory. The amendment will help position Winton as Queensland's first Dark-Sky Community, enhancing astro-tourism and aligning with state tourism strategies including Destination 2045.

In July 2025 Council resolved to prepare an amendment of the Planning Scheme (Resolution 2025/17) with this being undertaken through a Temporary Local Planning Instrument (TLPI). However, the Department advised Council's Consultant Town Planner Mr Colin Higginson, that the Dark Sky Lighting did not meet the criteria for a TLPI. Therefore, Council is progressing with the Planning Scheme Amendment

Current Provisions

- The current planning scheme addresses general light pollution but does not specifically require compliance with dark-sky standards.
- There are no requirements for accepted development regarding external lighting. If accepted development does not meet certain standards, it becomes assessable development, requiring further approval.

Proposed Amendments

- Insert new requirements into the General Development Code and Table 4.4.1 of the Planning Scheme.
 - For both assessable and accepted development, compliance with dark-sky standards will be mandatory.
 - The amendment is strictly limited to lighting standards and does not involve any changes to zoning or categories of development/assessment.
- Specifically, the following will be added:
 - A new Performance Outcome (PO12A): "In the Township Zone – Winton, external lighting in development accords with dark-sky lighting standards."

- A new Acceptable Outcome (AO12A.1): “External lighting is designed to comply with the Winton Shire Council policy, Dark Sky Lighting Policy, and International Dark Sky Community Program Guidelines”
- Table 4.4.1 will be amended to require compliance with AO12A.1 for all uses identified as Accepted Development.

Statutory Process

- The amendment qualifies as a minor amendment under section 20 of the *Planning Act 2016*, as it does not involve zoning changes or changes to categories of development.
- The statutory process requires Council to:
 - a. Resolve to proceed with the amendment.
 - b. Prepare the proposed amendment.
 - c. Decide to adopt or not proceed with the amendment.
 - d. Publish a public notice if the amendment is adopted.
 - e. Provide the chief executive with a copy of the public notice and a certified copy of the amendment.

In summary, as set out in the Minister’s Rules, should Council decide by resolution that it is satisfied the amendment is of a minor nature that does not include zoning changes, then Council can proceed with the preparation and adoption of the amendment, the publishing of a public notice of the amendment, and giving copies of the notice and the amendment to the chief executive of the department. That is, the minor amendment of the Planning Scheme can then proceed in accordance with section 20 of the *Planning Act 2016*.

RISK MANAGEMENT

In accordance with the Winton Shire Council Risk Assessment Tool this matter is considered Medium 7. The risk will be mitigated through strong communications in relation to the Planning Scheme Amendment and providing clear information on Council’s website.



Campbell Higginson
Town Planning

Director: Colin Higginson

Brisbane Office:

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PO Box 692
ASHGROVE QLD 4060

Phone: (07) 3366 1700

Email: chp@bigpond.com

**PROPOSED AMENDMENT OF
WINTON SHIRE COUNCIL PLANNING
SCHEME 2020**

**UNDER SECTION 20 OF
PLANNING ACT 2016**

FOR:

DARK SKY LIGHTING

**PREPARED FOR:
WINTON SHIRE COUNCIL**

**WITHIN:
WINTON LOCALITY**

CHTP Reference: WIN327

NOVEMBER 2025

Campbell Higginson Town Planning Pty Ltd (Inc. in QLD) ABN 34 099 506 895

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

AMENDMENT OF PLANNING SCHEME SECTION 20 OF PLANNING ACT 2016 DARK SKY LIGHTING – WINTON LOCALITY

1. BACKGROUND

1.1 Purpose of the Amendment

The purpose of the Planning Scheme Amendment is to ensure external lighting in development in the Winton Locality, complies with dark-sky lighting standards and specifically with the requirements of the Council policy, *Dark Sky Lighting Policy*, adopted by Council on 20 February 2025, and with the *International Dark Sky Community Program Guidelines 2018* (Updated September 2023) .

The Council Policy states: *For any new development applications leading to external lighting installations (both public and private), such as street lighting or commercial areas like car parks, lighting plans must be provided. These will be assessed against the International DarkSky Community Program Guidelines (2023) and relevant Australian standards.*

Compliance of the external lighting in development with dark-sky standards is a prerequisite for Council's application to the Dark-Sky International, Board of Directors for designation of Winton as Queensland's first Dark-Sky Community. The application is a collaboration with the Australian Age of Dinosaurs who has received designation of the Jump-Up (and the significant astrotourism attraction, the Gondwana Stars Observatory) as a Dark-Sky Sanctuary, Queensland's first dark-sky place.

Council's *Dark Sky Lighting Policy* applies to the Winton Locality. However, as the formal delineation of the Winton Locality is located wholly within the Township Zone of the current Winton Shire Council Planning Scheme 2020, it is proposed the Planning Scheme amendment will apply to the Township Zone – Winton, for ease of interpretation.

Refer to Figure 1 – Winton Locality and Figure 2 – Township Zone – Winton, which show the extent to which the Winton Locality is fully contained within the Township Zone – Winton.

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY



Figure 1 – Winton Locality (Qld Globe)



Figure 2 – Township Zone – Winton (Planning Scheme Map ZM2)

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

1.2 Current Planning Scheme Provisions

The provisions relevant to the assessment of development for material change of use, located in the Township Zone – Winton, are identified and discussed below.

The categories of development and assessment, referenced in the Planning Scheme provisions for the Township Zone – Winton, are defined in section 44 and 45 of the *Planning Act 2016* and comprise:

- Assessable Development (Code Assessment and Impact Assessment) (development approval is required); and
- Accepted Development (development approval is not required)

The categories of development and assessment for the Township Zone – Winton are set out in Table 4.4.1 of the Planning Scheme. Table 4.4.1 also identifies the relevant assessment benchmarks (i.e., the codes and any other Planning Scheme provisions) for each category of development and assessment.

(a) Assessable Development

Table 4.4.1 identifies the General Development Code (section 6.2.1 of the Planning Scheme) as an assessment benchmark for all Assessable Development.

In relation to lighting, Performance Outcome (PO12) and the associated Acceptable Outcomes (AO12.1 and AO12.2) of the General Development Code, identify the requirements for addressing “Off-site impacts”, in respect of air, light and noise pollution.

There are no assessment provisions within the General Development Code dealing specifically with Dark-Sky Lighting.

Therefore, ensuring external lighting for Assessable Development in the Township Zone – Winton complies with dark-sky lighting standards, requires amendment of the General Development Code, by way of additional Performance Outcome and Acceptable as described in Part 2 of this Report.

(b) Accepted Development

Accepted Development does not require development approval. However, a planning scheme can identify specific requirements for Accepted Development. Should any Accepted Development not meet the identified requirements, that development would then default to Assessable Development.

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

Table 4.4.1 of the Planning Scheme does not identify any requirements for Accepted Development.

Therefore, ensuring external lighting for Accepted Development in the Township Zone – Winton complies with dark-sky lighting standards, requires amendment of Table 4.4.1 by way of the addition of requirements for Accepted Development, namely, compliance with the additional Acceptable Outcome of the General Development Code, referenced above in (a), and as described in Part 2 of this Report.

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

2. THE PLANNING SCHEME AMENDMENT

On the basis of the matters discussed above, the following specific amendment of the Planning Scheme to ensure external lighting in development in the Township Zone – Winton complies with dark-sky lighting standards comprises:

(a) Amendment of the General Development Code

Insertion of Performance Outcome PO12A and Acceptable Outcomes AO12A.1 in columns 1 and 2, respectively, of Section 6.2.1 – General Development Code, for Off-site Impacts:

“PO12A

In the Township Zone – Winton, external lighting in development accords with dark-sky lighting standards.”

“AO12A.1

External lighting is designed to comply with the Winton Shire Council policy, *Dark Sky Lighting Policy*, and *International Dark Sky Community Program Guidelines 2018* (Updated September 2023).”

(b) Amendment of Table 4.4.1

- (i) Insertion of the words “and requirements for accepted development” in Column 3 of the heading of Table 4.4.1; and
- (ii) Insertion of the words “Compliance with acceptable outcome AO12A.1 of the General development code” in column 3 of Table 4.4.1, for each use identified as Accepted Development.

The amended part of the General Development Code and of Table 4.4.1 of the Planning Scheme are included in Attachment A of this Report.

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

3. STATUTORY PROCESS

Making an amendment of a Planning Scheme under section 20 of the Planning Act is a matter for determination by the local government alone, as set out in section 20 of the Planning Act, and Chapter 2, Part 2 of the Minister's Rules, including Schedule 1(2) (minor amendment).

The following are the relevant extracts from the *Planning Act 2016* and the *Ministers Guidelines and Rules*:

A. *Planning Act 2016*

Chapter 2 – Planning, Part 3 – Local Planning Instruments, Division 2 – Making, amending or repealing local planning instruments, Section 20

20 Amending planning schemes under Minister's rules

- (1) This section applies to an amendment of a planning scheme that the Minister's rules apply to.
- (2) Instead of complying with section 18, a local government may amend a planning scheme by following the process in the Minister's rules.
- (3) The Minister's rules must provide for the local government to publish a public notice about the planning scheme being amended.

B. *Minister's Guidelines and Rules Under the Planning Act 2016 Version 3.0*

Chapter 2 – Minister's rules for amending a planning scheme for section 20 of the Act

Part 2 – Minor amendment

Sections 4, 5 and 6 (These sections set out the prescribed process for making a minor amendment, as summarised below.)

The following are the actions the local government must undertake:

1. decide to amend the planning scheme;
2. prepare the proposed amendment;
3. decide to adopt or not proceed with the proposed amendment;
4. publish a public notice, if adopted; and
5. give the chief executive a copy of the public notice and a certified copy of the minor amendment

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

Schedule 1 — *Types of planning instrument amendments*

Section 2. *For Chapter 2, Part 2, a minor amendment to a planning scheme is an amendment that is not an administrative amendment and that the local government is satisfied meets any of the following –*

[Subsections (a) to (m) are for specific, unrelated matters]

(n) is of a minor nature that does not include zoning changes.

The following matters are relevant in determining whether the proposed amendment of the Planning Scheme can reasonably be considered to be minor in nature:

1. The amendment is about only the types of external light fittings in development, to ensure compliance with dark-sky lighting standards.
2. There has been considerable community consultation and input to Council's application for designation of Winton as a Dark-Sky Community, in relation to all relevant dark-sky matters.
3. The amendment does not involve any changes to zoning.
4. The amendment does not involve any changes to categories of development or categories of assessment.
5. The amendment clearly aligns with the Government's recently adopted Tourism Strategy, "Destination 2045 – Delivering Queensland's Tourism Future", which includes, as a specific Initiative: "Expand Queensland's Dark Sky Reserves network by identifying more stargazing sites, including on protected areas, and deliver an experience program."

In Summary:

As set out in the Minister's Rules, should Council decide by resolution that it is satisfied the amendment is "of a minor nature that does not include zoning changes", then Council can proceed with the preparation and adoption of the amendment, the publishing of a public notice of the amendment, and giving copies of the notice and the amendment to the chief executive. That is, the minor amendment of the Planning Scheme can then proceed in accordance with section 20 of the Planning Act.

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

4. RECOMMENDATION

Having regard to all of the fore-going matters and the relevant statutory framework in the *Planning Act 2016* and the *Minister's Guidelines and Rules*, it is recommended Council resolve as set out below, and to undertake the necessary actions for the amendment of the Planning Scheme, in accordance with Attachment A of this Report.

It is recommended Council resolve:

1. Council is satisfied the proposed amendment of a minor nature that does not include zoning changes.
2. Council resolves to make an amendment of the Planning Scheme to ensure external lighting in development in the Township Zone – Winton complies with dark-sky lighting standards.
3. Council resolves to prepare the amendment in accordance with Attachment A of the Report to Council by Campbell Higginson Town Planning.

It is further recommended, following preparation of the amendment, Council resolve:

1. Council resolves to adopt the amendment with a commencement date of (.....).
2. Council resolves to publish public notice of the amendment in accordance with Schedule 5 of the Minister's Rules.
3. Council resolves to give the chief executive a copy of the public notice and a certified copy of the minor amendment in accordance with section 6.3 of Chapter 2 of the Minister's Rules.



Colin Higginson

Director

Campbell Higginson Town Planning

AMENDMENT OF PLANNING SCHEME – SECTION 20 OF PLANNING ACT
DARK SKY LIGHTING – WINTON LOCALITY

ATTACHMENT A

PROPOSED PLANNING SCHEME AMENDMENT

- (a) Amendment of Table 4.4.1 – Township Zone; and
- (b) Amendment of Section 6.2.1 – General Development Code

(a) Amendment of Table 4.4.1 – Township Zone:

- Insertion of the words “and requirements for accepted development” in Column 3 of the heading of Table 4.4.1; and
- Insertion of the words “Compliance with acceptable outcome AO12A.1 of the General development code” in column 3 of Table 4.4.1, for each use identified as Accepted Development.

Note:

- Wording to be retained is shown in grey font.
- Wording to be inserted is shown in black font.

4.4 Categories of development and assessment—Material change of use

The following tables identify the categories of development and assessment for development in a zone for making a material change of use.

Table 4.4.1—Township zone

Use	Categories of development and assessment	Assessment benchmarks and requirements for accepted development
Accepted development		
Commercial activities	If in the Commercial precinct and: <ul style="list-style-type: none"> (a) involves the reuse of an existing building and no external building work is proposed; or (b) involves the reuse of a local heritage place and requires no building or operational work in relation to it; or (c) the reuse of a local heritage place requiring building or operational work in relation to it and an exemption certificate has been granted by Winton Shire Council; and (d) is not located in a flood hazard area on Schedule 2 – Flood mapping or a bushfire prone area on SPP mapping – Safety and Resilience to Hazards (Natural Hazards Risk and Resilience – Bushfire Prone Area). 	Compliance with acceptable outcome AO12A.1 of the General development code
Community activities	If not in the industrial precinct and: <ul style="list-style-type: none"> (a) involves the reuse of an existing building and no external building works is proposed; or (b) involves the reuse of a local heritage place and requires no building or operational work in relation to it; or (c) involves the reuse of a local heritage place requiring building or operational work in relation to it and an exemption certificate has been granted by Winton Shire Council; and (d) is not located in a flood hazard area on Schedule 2 – Flood mapping or a bushfire prone area on SPP mapping – Safety and Resilience to Hazards (Natural Hazards Risk and Resilience – Bushfire Prone Area). 	Compliance with acceptable outcome AO12A.1 of the General development code

Use	Categories of development and assessment	Assessment benchmarks and requirements for accepted development
Dwelling House	<p>If:</p> <ul style="list-style-type: none"> (a) not in the Industrial precinct; (b) not in the Commercial precinct; (c) not located in a flood hazard area on Schedule 2 – Flood mapping or a bushfire prone area on SPP mapping – <u>Safety and Resilience to Hazards (Natural Hazards Risk and Resilience – Bushfire Prone Area)</u>; and (d) not exceeding 8.5m in building height. <p>Editor's Note— Winton Shire Council is using the statewide interactive bushfire mapping as the mapping in their scheme and that the bushfire hazard shown in that mapping is deemed to be the Bushfire Prone Area in the scheme (so as to trigger the Building Code and AS3959-2009).</p>	<p>Compliance with acceptable outcome AO12A.1 of the General development code</p> <p>Editor's Note—The Queensland Development Code also applies to dwelling houses.</p>
Dwelling Unit	<p>If:</p> <ul style="list-style-type: none"> (a) in the Commercial precinct; and (b) not located in the flood hazard area on Schedule 2 – Flood mapping. 	Compliance with acceptable outcome AO12A.1 of the General development code
Emergency services		Compliance with acceptable outcome AO12A.1 of the General development code
Home-based business	<p>If:</p> <ul style="list-style-type: none"> (a) a maximum of 60m² gross floor area; and (b) does not include bed and breakfast style accommodation; and (c) not located in a flood hazard area shown on Schedule 2 – Flood mapping if involving building work. 	Compliance with acceptable outcome AO12A.1 of the General development code
Major electricity infrastructure	<p>If:</p> <ul style="list-style-type: none"> (a) provided by a public sector entity or Winton Shire Council; and (b) not located in the flood hazard area on Schedule 2 – Flood mapping. 	Compliance with acceptable outcome AO12A.1 of the General development code
Market	If in the Commercial precinct.	Compliance with acceptable outcome AO12A.1 of the General development code
Park		Compliance with acceptable outcome AO12A.1 of the General development code
Substation	<p>If:</p> <ul style="list-style-type: none"> (a) provided by a public sector entity or Winton Shire Council; and 	Compliance with acceptable outcome AO12A.1 of the General development code

Use	Categories of development and assessment	Assessment benchmarks and requirements for accepted development
	(b) not located in a flood hazard area shown on Schedule 2 – Flood mapping	
Tourist Park	If provided by Winton Shire Council.	Compliance with acceptable outcome AO12A.1 of the General development code
Utility installation	If: (a) provided by a public sector entity or Winton Shire Council; and (b) not located in a flood hazard area shown on Schedule 2 – Flood mapping if involving water treatment plant or a waste management facility.	Compliance with acceptable outcome AO12A.1 of the General development code
Code assessment		
Agricultural supplies store	If located in the Industrial precinct.	General development code Township zone code
Caretaker's accommodation		General development code
Commercial activities	If: (a) not accepted development; and (b) in the Commercial precinct.	General development code
	If: (a) not accepted development; (b) not in the Commercial precinct; and (c) not in the industrial precinct.	General development code Township zone code
Community activities	If not accepted development.	General development code Township zone code
Dual occupancy	If on a lot greater than 1000m ² .	General development code Township zone code
Dwelling house	If not accepted development.	General development code Township zone code
Dwelling unit	if not accepted development.	General development code Township zone code
Garden centre	If located in the Industrial precinct.	General development code Township zone code
Hardware and trade supplies	If located in the Industrial precinct.	General development code
	If located in the Commercial precinct	General development code Township zone code
Home-based business	If not accepted development.	General development code
Indoor sport and recreation	If within the Industrial precinct.	General development code Township zone code
Low impact industry	If located in the Industrial precinct.	General development code

Use	Categories of development and assessment	Assessment benchmarks and requirements for accepted development
Major electricity infrastructure	If not accepted development.	General development code
Market	if not accepted development	General development code Township zone code
Medium impact industry	If within the Industrial precinct.	General development code Township zone code
Multiple dwelling	If on a lot greater than 1000m ²	General development code Township zone code
Outdoor sales	If located in the Industrial precinct.	General development code Township zone code
Residential care facility	If: (a) not located in a flood hazard area shown on Schedule 2 – Flood Mapping ; (b) if not in the Industrial precinct; and (c) on a lot greater than 1000 m ²	General development code Township zone code
Retirement facility	If: (a) not located in a flood hazard area shown on Schedule 2 – Flood Mapping ; (b) if not in the Industrial precinct; and (c) on a lot greater than 1000 m ²	General development code Township zone code
Rooming accommodation	If: (a) not located in a flood hazard area shown on Schedule 2 – Flood Mapping ; (b) if not in the Industrial precinct; and (c) on a lot greater than 1000 m ²	General development code Township zone code
Service industry	if located in the Industrial precinct	General development code
Service station	if located in the industrial precinct	General development code Township zone code
Short-term accommodation	If: (a) the reuse of an existing dwelling or domestic outbuilding; (b) not in the Industrial precinct; (c) involves not external building work; and (d) the combined total number of residing guests does not exceed six (6). Or If: (a) located in the Commercial precinct; (b) involves the reuse of an existing building; and (c) no involving external building work.	General development code Township zone code
Substation	if not accepted development	General development code

Use	Categories of development and assessment	Assessment benchmarks and requirements for accepted development
Telecommunications facility		General development code Township zone code
Transport depot	If located in the Industrial precinct.	General development code
Utility installation	if not accepted development	General development code
Veterinary service		General development code Township zone code
Warehouse	If located in the Industrial precinct.	General development code
Impact assessment		
Any other use not listed in this table. Any use listed in this table and not meeting the requirements stated in the "Categories of development and assessment" column. Any other undefined use.		The planning scheme

Table 4.4.2—Rural residential zone

Use	Categories of development and assessment	Assessment benchmarks
Accepted Development		
Rural activities excluding: (a) animal husbandry (b) cropping (c) intensive animal industry (d) intensive horticulture (e) rural workers accommodation. Editor's note – the keeping of animals is regulated under council's local law.	If not a cattery or a kennel	
Dwelling house	If: (a) not located in a flood hazard area shown on Schedule 2 – flood mapping or a bushfire	Editor's Note—The Queensland Development Code also applies to dwelling houses.

(b) Amendment of Section 6.2.1 – General Development Code:

- Insertion of Performance Outcome PO12A and Acceptable Outcome AO12A.1, in columns 1 and 2, respectively, of Section 6.2.1 – General Development Code, for Off-site Impacts.

Note:

- Wording to be retained is shown in grey font.
- Wording to be inserted is shown in black font.

6.2 Use codes

6.2.1 General Development Code

What we want to achieve (Desirable impacts/Interventions)	One way to achieve it (Acceptable outcomes)	What could be negotiated	What we don't want to see
Off-site impacts			
<p>PO12 Development avoids air, light and noise pollution which impacts the surrounding occupants, environment and streetscape.</p> <p>PO12A In the Township Zone – Winton, external lighting in development accords with dark-sky lighting standards.</p>	<p>AO12.1 Industrial and commercial activity adhere to air, light and noise pollution requirements.</p> <p>Editor's note—Reports prepared to justify compliance with AO13.1 should follow best practice, such as the guidelines in the Department of Environment and Science's Noise Measurement Manual, National Environment Protection (Ambient Air Quality) Measure (NEPC 1998), AS/NZS 1269 Set: Occupational Noise Management Set and Australian Standard 1055.2:1997 – Acoustics – Description and measurement of environment noise.</p> <p>AO12.2 New buildings and facilities include measures to reduce the impacts of air, light and noise pollution if situated along busy roads and/or near areas of industrial and/or commercial activity – such as sound dampening in walls, or acoustic barriers.</p> <p>AO12A.1 External lighting is designed to comply with the Winton Shire Council policy, <i>Dark Sky Lighting Policy</i>, and <i>International Dark Sky Community Program Guidelines 2018</i> (Updated September 2023).</p>	<p>Depending on where new buildings or facilities are located, or what is actually proposed, these requirements might not be required.</p> <p>E.g. In a very remote area, noise might not be an issue.</p>	<p>New buildings or facilities that increase pre-existing levels of air, noise, or other pollutants in areas where other residents might be affected</p> <p>New buildings situated along busy roads which do not minimise the impacts from air and noise pollution caused by large amounts of traffic.</p>
Infrastructure and Services			
<p>PO13 Suitable connections to power and telecommunications are provided.</p>	<p>AO13 Telecommunications and power supplies are designed to meet provider requirements.</p>		

13.2 CORFIELD AND FITZMAURICE LEASE AMENDMENT**File Number:** 197136**Author:** Louise Knol, Chief Executive Officer**Authoriser:** Louise Knol, Chief Executive Officer

Attachments:

1. The CEO - Letter Ref Donation to Council.pdf
2. Corfitz 2024 Completed Audit Report.pdf
3. 25.10 Contract WSC and Corfield Fitzmaurice dated 26 6 2003.pdf

Meeting Date: 20 November 2025**Corporate and Operational Plan Consideration**

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
3 - Securing Our Future	Business & Tourism	Chief Executive Officer	Support and promotion for current and future local businesses. Tourism industry support and investment attraction.

Budget Reference: This proposal has a minor impact on the annual operational budget with a reduction in income of less than \$2,000 per annum which is not material within Council's budget.

SUMMARY

Constructed in 1916, the Corfield and Fitzmaurice Store is listed on the Queensland Heritage Register ([Entry Number 600965](#)) and Australian Heritage Register ([Place ID 9179](#)). The Corfield and Fitzmaurice Store is situated on land (Lot 1/RP905060) which has been the site of a store in Winton from the nineteenth century. The Corfield and Fitzmaurice Winton Tourism Development Centre Association Incorporated (ABN 47364661458) has a lease with Council for occupancy of the building. The current lease commenced on 1 February 2003 and continues "until terminated by either party under the provisions of the Lease". The annual rent payable – Clause 3.1 (b)" Rent means \$1.00 plus an amount equal to 40% of the Net Profits in each Rental Year, or at the end of the Lease, that part of the Rental Year ending on the expiry date."

Council is asked to consider amending the Rental term of the lease to remove the clause for 40% payment of net profits to Council each year for the Association to retain these funds to be re-invested into the Store with annual reporting to Council; and to include a lease term of 10 years plus 2 x 10 year options providing surety of tenure.

RECOMMENDATION

1. That Council receive the report.
2. That Council approve the following amendments to the Corfield and Fitzmaurice Winton Tourism Development Centre Association Incorporated (Association) ABN 47364661458 lease for the Corfield and Fitzmaurice heritage listed store on Lot 1 RP904060, Elderslie Street Winton to be effective for the 2025-2026 financial year onwards:
 - a) Remove the rent payable under the lease of "an amount equal to 40% of the Net Profits in each Rental Year, or at the end of the Lease, that part of the Rental Year ending on

the expiry date”; and for the amendment to provide for the Association to retain these funds to be re-invested into the Store with annual reporting to Council; and

- b) Amend the term of the lease currently being “until terminated by either party under the provisions of the lease” to ten (10) years plus two (2) further options to renew the lease for a period of ten (10) years each on the same terms and conditions.

REPORT

Constructed in 1916, the Corfield and Fitzmaurice Store is listed on the Queensland Heritage Register ([Entry Number 600965](#)) and Australian Heritage Register ([Place ID 9179](#)). The Corfield and Fitzmaurice Store is situated on land at L1/RP905060 which has been the site of a store in Winton from the nineteenth century, and as such, demonstrates the development of the town as a commercial centre for the Western Plains district. The store has significant characteristics including cultural heritage, cultural place, aesthetic significance and special association of importance in Queensland’s history.

The Corfield and Fitzmaurice Store ceased trading in 1987. In April 1994 the building reopened as the Corfield and Fitzmaurice Winton Tourism Development Centre Association. Today, it houses Combo Crafts, offering handmade pottery, jewellery, and crafts, alongside a mini-museum showcasing one dinosaur fossil collections, curated by the Australian Age of Dinosaurs. The museum also highlights Winton’s history with exhibits on the wool industry, the opal mining industry at Opalton, and a display detailing the story of Corfield and Fitzmaurice’s early years.

The Association has a lease with Council for occupancy of the building which commenced on 1 February 2003 and continues “until terminated by either party under the provisions of the Lease”. The annual rent payable – Clause 3.1 (b)” Rent means \$1.00 plus an amount equal to 40% of the Net Profits in each Rental Year, or at the end of the Lease, that part of the Rental Year ending on the expiry date.”

Council is asked to consider amending the Rental term of the lease to remove the clause for 40% payment of net profits to Council each year for the Association to retain these funds to be re-invested into the Store with annual reporting to Council.

The CEO and members of the Association’s Management Committee recently met and this matter was raised. The Association has written to Council on 16 October 2025 (attached) requesting consideration be given to the proposal as outlined -

We would like to put forward to the Winton Shire Council that instead of donating the Council \$ amount to Council, that we put those funds towards improvements/upgrades to the Corfield & Fitzmaurice building. We would supply our yearly financials which includes the \$ amount from donations to Winton Shire Council and advise where we would spend that \$ amount on the building.

Rental and Council Expenditure for the Corfield and Fitzmaurice Store -

Year	Rent Received	Council Expenditure exc Depreciation
2021	\$1,363	\$6,322
2022	\$1,662	\$10,736
2023	\$1,510	\$4,859
2024	\$1818	\$3,372
2025	To be invoiced	\$4,008

The annual rental amount is not material in Council's operational budget and could be utilised as per the Corfield and Fitzmaurice proposal for defined expenditure on improvements such as interpretive displays which enhance the visitor experience.

The current lease for L1/RP905060 is not registered on the title which provides council with flexibility about how an amendment to the lease is treated. It is recommended that if an amendment is endorsed then a Form 13¹ amendment is progressed even though it will not be registered. The current lease does not have an end date which is highly unusual. Given this, it is prudent for council to negotiate an end-date with the Association for the lease. This will give certainty to both the Association and Council if a lease term was set for say ten (10) years plus two (2) further ten (10) year options. The Association have confirmed their preference with the CEO for this option.

This proposal provides a revenue stream for Corfield and Fitzmaurice which is quarantined for the defined purpose of improvements and/or upgrades. This will provide for an ongoing program of refreshing/reinvigorating displays and the building itself. Noting that improvements must go through the appropriate approvals within Council.

The change to the rental provision of the lease, albeit small, acknowledges the contribution of the volunteers over the past 30 years and provides a direct line of support from Council to the Association.

Through discussions with the CEO and the Association, there are opportunities for broader collaboration such as seeking specific heritage funding for the Store ([Australian Heritage Grants](#)).

Council is asked to consider amendments to the terms of the lease including lease rental amount and the lease term.

RISK MANAGEMENT

This matter is considered Risk Level Medium 7 in accordance with Winton Shire Council's Risk Assessment Tool.

¹ Under the provisions of the Land Title Act 1994 and the Land Act 1994, amendments to registered leases, easements, covenants, mortgages, profits a prendre and Building Management Statements may be registered. Form 13 is the appropriate form in each case



The CEO
Louise Knol,
Winton Shire Council,
P.O.Box 288,
Winton. 4735
16/10/25.

Dear Louise,

Ref: Lease of Corfield & Fitzmaurice Building.
As per discussions with the CEO at a meeting on 15 October, 2025.

Present at meeting were Julie Mann (President), Sue Pegler (Treasurer) and Janice Evert (Secretary).
As per Lease arrangement, commencement date 01.02.2003, but this Lease was not signed until 26.06.2003.

As per the Lease, there is to be a 40% Donation to Council as a portion of Donations received through gold coin donations into the museum at Corfield & Fitzmaurice.

This Donation amount varies from year to year, but usually the Council share comes to approx \$2000.00 - \$2500.00 per year.

We would like to put forward to the Winton Shire Council that instead of donating the Council \$ amount to Council, that we put those funds towards improvements/upgrades to the Corfield & Fitzmaurice building. We would supply our yearly financials which includes the \$ amount from donations to Winton Shire Council, and advise where we would spend that \$ amount on the building.

We would also like to advise Council that Corfield and Fitzmaurice has ratified a \$500.00 donation for Council to go towards installation of the work camp sculpture.

Please advise Council decision regards the donation amount.

Regards

Julie Mann - President - booandjulie@bigpond.com
Janice Evert - Secretary- janice.evert19@gmail.com
Sue Pegler - Treasurer-pegleralni@gmail.com
Corfield & Fitzmaurice
P.O.Box 112
Winton. 4735

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE

ABN: 47 364 661 458

Audit Report

For the year ended 31 December 2024





CENTRAL WESTERN TAXATION SERVICES

PAULA M. BRUNBBUS FCPA FIPA TAX AGENT C.DEC
ACCOUNTANT128 IBIS STREET
PO BOX 145
LONGREACH QLD 4730
PHONE: 07 4658 2524
FAX: 07 4658 2545Enquiries:
mail@cwts.net.au

ABN 41 623 106 344

15 July 2025

The Members of
Corfield & Fitzmaurice
Winton Tourism Development Centre Association Inc
C/- Sue Pegler
PO Box 112
Winton Qld 4735

Dear Members,

RE: AUDIT REPORT

I wish to congratulate the committee on achieving the goals for the organisation for the 2024 year. There are several minor items to be brought to the attention of the committee and the Treasurer, for you to discuss to make the audit compliant with the requirements of the Incorporation Association Act.

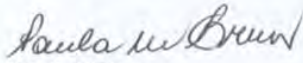
1. I had a discrepancy of \$76.27 with the cash at bank I have written this to purchases, I think this was in relation to the unrepresented cheques as there are some cheques still unrepresented.
2. Please review your outstanding cheques as some of these are now over 2 years old.
3. Could you please ensure you have a stock take at the end of the financial year or before you start trading in the new year, a proper stock take is required.
4. I have not put the shelving etc in the depreciation schedule if you would like these items included could you please advise. You will see it is under display expenses and some under repairs.
5. I would like to congratulate the committee on moving forward going to a program in the cloud and also paying everyone electronically where they can, this will save outstanding cheques etc. I would like to see all the receipts attached to the expenses if possible.
6. If possible, could you get a bank confirmation of the bank accounts balances as at 31 December of the year being audited, particularly the term deposits as I did not have anything to confirm their existence.
7. It is recommended that the asset list for the club be discussed at a general meeting and if necessary revised prior to the next audit.

Liability limited by a scheme approved under Professional Standards Legislation

Your audit has been **qualified** due to a lack of internal controls over income and expenditure. This means that I have been unable to establish that all income, i.e. cash, has been received and receipted and that all cheques, and cash, have been used correctly.

I am here to help the Treasurer at anytime so if you have any queries please do not hesitate to contact on 0746582524 or by email mail@cwts.net.au.

Yours faithfully,



Paula M Brun

CENTRAL WESTERN TAXATION SERVICES

Liability limited by a scheme approved under Professional Standards Legislation



CENTRAL WESTERN TAXATION SERVICES

PAULA M. BRUNBBUS FCPA FIPA TAX AGENT C.DEC
ACCOUNTANT128 IBIS STREET
PO BOX 145
LONGREACH QLD 4730
PHONE: 07 4658 2524
FAX: 07 4658 2545Enquiries:
mail@cwts.net.au

ABN 41 623 106 344

Independent Audit Report

To the Members of the
Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc

Scope

We have audited the accompanying financial report being a special purpose financial report of the **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** which comprises of the Committee's Report, Trading Statement, Income and Expenditure Statement, Detailed Balance Sheet, Depreciation Schedule, Statement by Members of the Committee, Certificate by Members of the Committee and Notes to the Financial Statements for the year ended **31 December 2024**.

Qualified Audit Opinion

In our opinion, subject to the effects of such adjustments, if any, as might have been determined to be necessary had the limitation discussed in the qualification paragraph not existed, the financial report of **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** gives a true and fair view of the financial position of the **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** as at **31 December 2024** and of its financial performance and its cash flows for the year then ended is in accordance with the constitution and the *Queensland Associations Incorporations Act 1981*.

Basis of Qualified Opinion

As the organisation is entirely dependent on the internal controls exercised by the management committee and members, no warrant can be given that all entitlements of revenue have been received or that all services or goods paid for have been utilised for the **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc**. The **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** has determined that it is impractical to establish control over the revenue received or that all services of goods paid have been utilised for the **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc**. Our audit of income and expense account items extends only to vouching the receipts and payments. We have not sighted cash on hand or assets owned by the association but have relied on a statement by the committee as to their existence. We have relied on a committee statement that there are no mortgages and charges over the assets of the association. Our audit was conducted on the records of the **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc**.

We conducted our audit in accordance with Australian Auditing Standards, our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report.

Liability limited by a scheme approved under Professional Standards Legislation

We are independent of the Entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared for the purpose of fulfilling **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** reporting responsibilities under the *Queensland Associations Incorporations Act 1981*. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Report

The **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** Committee of Management is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the *Queensland Associations Incorporations Act 1981* and for such internal control as the **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** Committee of Management determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** Committee of Management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters, relating to going concern and using the going concern basis of accounting unless **Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc** Committee of Management either intends to liquidate the entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

15 July 2025

Central Western Taxation Services

128 Ibis Street
LONGREACH Q 4730


Paula M Brun B Bus FCPA FIPA Tax Agent

Liability limited by a scheme approved under Professional Standards Legislation

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE

ABN: 47 364 661 458

Financial Statements

For the year ended 31 December 2024



THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE
ABN 47 364 661 458

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THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE
ABN 47 364 661 458
Committee's Report
For the year ended 31 December 2024

Your committee members submit the financial accounts of the THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE for the financial year ended 31 December 2024.

Committee Members

The names of committee members at the date of this report are:

Julie Mann (President)
Sue Pegler (Treasurer)
Lyn Fraser (Vice President)
Janice Evert (Secretary)
Jeff Close
Donna Paynter

Principal Activities

The principal activities of the association during the financial year were: Sale of locally made arts and crafts.

Significant Changes

No significant change in the nature of these activities occurred during the year.

Operating Result

The profit from ordinary activities after providing for income tax amounted to

Year ended	Year ended
31 December	31 December
2024	2023
\$	\$
8,413.78	21,975.00

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE
ABN 47 364 661 458
Committee's Report
For the year ended 31 December 2024

Signed in accordance with a resolution of the Members of the Committee on:

Julie Mann (President)

Sue Pegler (Treasurer)

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE
ABN 47 364 661 458
Trading Account
For the year ended 31 December 2024

	2024 \$	2023 \$
Trading Income		
Sales	119,625.74	114,252.00
Total Trading Income	119,625.74	114,252.00
Cost of Sales		
Add:		
Opening finished goods	8,000.00	8,000.00
Purchases	27,425.16	11,269.00
Member Craft Sales	79,748.81	73,226.00
	115,173.97	92,495.00
Less:		
Closing finished goods	9,830.00	8,000.00
	9,830.00	8,000.00
Cost of Sales	105,343.97	84,495.00
Gross Profit from Trading	14,281.77	29,757.00

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Income and Expenditure Statement
For the year ended 31 December 2024**

	2024	2023
	\$	\$
Income		
Trading profit	14,281.77	29,757.00
Commissions received	11,700.92	9,250.00
Display Money	6,565.45	6,135.50
Interest received	377.69	515.50
Memberships	150.00	130.00
Other income	200.00	
Total income	<u>33,275.83</u>	<u>45,788.00</u>
Expenses		
Advertising & promotion	2,558.46	1,253.00
Audit fees	1,320.00	1,320.00
Bank fees & charges	1,155.91	1,116.00
Cleaning & rubbish removal	200.00	
Depreciation - Plant	2,432.00	2,823.00
Display Expenses	2,464.95	
Donations	9,500.00	1,100.00
Electricity	2,224.78	1,715.00
Filing fees	62.10	60.00
Functions	355.00	268.00
Gifts	207.75	172.00
Insurance	1,030.37	932.00
Postage	125.25	52.00
Printing & stationery	16.65	1,130.00
Repairs & maintenance	608.83	497.00
Sponsorship	600.00	10,500.00
Subscriptions		725.00
Telephone		150.00
Total expenses	<u>24,862.05</u>	<u>23,813.00</u>
Profit from ordinary activities before income tax	8,413.78	21,975.00
Income tax revenue relating to ordinary activities		
Net profit attributable to the association	8,413.78	21,975.00
Total changes in equity of the association	8,413.78	21,975.00

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE
ABN 47 364 661 458
Income and Expenditure Statement
For the year ended 31 December 2024

	2024	2023
	\$	\$
Opening retained profits	60,920.82	38,945.82
Net profit attributable to the association	8,413.78	21,975.00
Closing retained profits	69,334.60	60,920.82

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE

ABN 47 364 661 458

Detailed Balance Sheet as at 31 December 2024

	Note	2024 \$	2023 \$
Current Assets			
Cash Assets			
NAB- Current Account		1,564.49	107,832.03
NAB - Investment Account		59,499.89	94,122.03
Term Deposit 4380		50,000.00	
Term Deposit 6241		100,000.00	
Cash on hand		105.46	200.00
		<u>211,169.84</u>	<u>202,154.06</u>
Inventories			
Finished goods - At cost		9,830.00	8,000.00
		<u>9,830.00</u>	<u>8,000.00</u>
Total Current Assets		<u>220,999.84</u>	<u>210,154.06</u>
Non-Current Assets			
Property, Plant and Equipment			
Plant & equipment - At cost		102,603.63	102,603.63
Less: Accumulated depreciation		(82,610.04)	(80,178.04)
		<u>19,993.59</u>	<u>22,425.59</u>
Total Non-Current Assets		<u>19,993.59</u>	<u>22,425.59</u>
Total Assets		<u>240,993.43</u>	<u>232,579.65</u>
Net Assets		<u>240,993.43</u>	<u>232,579.65</u>

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE

ABN 47 364 661 458

Detailed Balance Sheet as at 31 December 2024

	Note	2024 \$	2023 \$
Members' Funds			
Reserves			
General reserve		171,658.83	171,658.83
Accumulated surplus (deficit)		69,334.60	60,920.82
Total Members' Funds		240,993.43	232,579.65

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Notes to the Financial Statements****For the year ended 31 December 2024****Note 1: Summary of Significant Accounting Policies****Basis of Preparation**

This financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the Associations Incorporations Act of Queensland. In the opinion of the committee the association is not a reporting entity because it is not reasonable to expect the existence of users who rely on the association's general purpose financial statements for information useful to them for making and evaluating decisions about the allocation of resources.

The financial report has been prepared in accordance with the Associations Incorporations Act of Queensland, the basis of accounting specified by all Australian Accounting Standards and Interpretations, and the disclosure requirements of Accounting Standards AASB 101: Presentation of Financial Statements, AASB 107: Cash Flow Statements, AASB 108: Accounting Policies, Changes in Accounting Estimates and Errors, AASB 1031: Materiality and AASB 1054: Australian Additional Disclosures.

The association has concluded that the requirements set out in AASB 10 and AASB 128 are not applicable as the initial assessment on its interests in other entities indicated that it does not have any subsidiaries, associates or joint ventures. Hence, the financial statements comply with all the recognition and measurement requirements in Australian Accounting Standards.

The association has not assessed whether these special purpose financial statements comply with all the recognition and measurement requirements in Australian Accounting Standards.

The financial report has been prepared on an accrual basis and is based on historical costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following significant accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(a) Property, Plant and Equipment (PPE)

Leasehold improvements and office equipment are carried at cost less, where applicable, any accumulated depreciation.

The depreciable amount of all PPE is depreciated over the useful lives of the assets to the association commencing from the time the asset is held ready for use.

Leasehold improvements are amortised over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable asset are:

Class of Fixed Asset	Depreciation Rate
Plant and Equipment	7.5% - 100% DV

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Notes to the Financial Statements****For the year ended 31 December 2024**

(b) Impairment of Assets

At the end of each reporting period, the entity reviews the carrying values of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is expensed to the income statement.

(c) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, and other short-term highly liquid investments with original maturities of three months or less.

(d) Revenue and Other Income

Revenue is measured at the fair value of the consideration received or receivable after taking into account any trade discounts and volume rebates allowed. For this purpose, deferred consideration is not discounted to present values when recognising revenue.

The association has applied AASB 15: Revenue from Contracts with Customers (AASB 15) and AASB 1058: Income of Not-for-Profit Entities (AASB 1058) using the cumulative effective method of initially applying AASB 15 and AASB 1058 as an adjustment to the opening balance of equity at 1 July 2019. Therefore, the comparative information has not been restated and continues to be presented under AASB 118: Revenue and AASB 1004: Contributions.

In the current year**Contributed Assets**

The association receives assets from the government and other parties for nil or nominal consideration in order to further its objectives. These assets are recognised in accordance with the recognition requirements of other applicable accounting standards (eg. AASB 9, AASB 16, AASB 116 and AASB 138).

On initial recognition of an asset, the association recognises related amounts (being contributions by owners, lease liability, financial instruments, provisions, revenue or contract liability arising from a contract with a customer).

The association recognises income immediately in profit or loss as the difference between initial carrying amount of the asset and the related amount.

Operating Grants, Donations and Bequests

When the association receives operating grant revenue, donations or bequests, it assesses whether the contract is enforceable and has sufficiently specific performance obligations in accordance with AASB 15.

When both these conditions are satisfied, the association:

- identifies each performance obligation relating to the grant
 - recognises a contract liability for its obligations under the agreement
 - recognises revenue as it satisfies its performance obligations.
-

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Notes to the Financial Statements****For the year ended 31 December 2024**

Where the contract is not enforceable or does not have sufficiently specific performance obligations, the association:

- recognises the asset received in accordance with the recognition requirements of other applicable accounting standards (eg. AASB 9, AASB 16, AASB 116 and AASB 138)
- recognises related amounts (being contributions by owners, lease liability, financial instruments, provisions, revenue or contract liability arising from a contract with a customer)
- recognises income immediately in profit or loss as the difference between the initial carrying amount of the asset and the related amount.

If a contract liability is recognised as a related amount above, the association recognises income in profit or loss when or as it satisfies its obligations under the contract.

Capital Grant

When the association receives a capital grant, it recognises a liability for the excess of the initial carrying amount of the financial asset received over any related amounts (being contributions by owners, lease liability, financial instruments, provisions, revenue or contract liability arising from a contract with a customer) recognised under other Australian Accounting Standards.

The association recognises income in profit or loss when or as the association satisfies its obligations under the terms of the grant.

Interest Income

Interest revenue is recognised using the effective interest rate method.

Dividend Income

The association recognises dividends in profit or loss only when the right to receive payment of the dividend is established.

Income from Sale of Goods

The association sells souvenirs and craft to the general public. Revenue is recognised when control of the products has transferred to the customer.

All revenue is stated gross of the amount of goods and services tax (GST), as the organisation is not GST registered.

In the comparative period

Non-reciprocal grant revenue was recognised in profit or loss when the association obtained control of the grant and it was probable that the economic benefits gained from the grant would flow to the entity and the amount of the grant could be measured reliably.

If conditions were attached to the grant which must be satisfied before the association was eligible to receive the contribution, the recognition of the grant as revenue was deferred until those conditions were satisfied.

When grant revenue was received whereby the association incurred an obligation to deliver economic value directly back to the contributor, this was considered a reciprocal transaction and the grant revenue was recognised in the statement of financial position as a liability until the service had been delivered to the contributor; otherwise the grant was recognised as income on receipt.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Notes to the Financial Statements****For the year ended 31 December 2024**

The association received non-reciprocal contributions of assets from the government and other parties for no or nominal value.

These assets were recognised at fair value on the date of acquisition in the statement of financial position, with a corresponding amount of income recognised in the statement of profit or loss and other comprehensive income.

Donations and bequests were recognised as revenue when received.

Interest revenue was recognised using the effective interest method, which for floating rate financial assets is the rate inherent in the instrument.

Dividend revenue was recognised when the right to receive a dividend had been established.

Rental income from operating leases was recognised on a straight-line basis over the term of the relevant leases.

Revenue from the rendering of a service was recognised upon the delivery of the service to the customer.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE

ABN 47 364 661 458

Depreciation Schedule for the year ended 31 December, 2024

			DISPOSAL			ADDITION		DEPRECIATION				PROFIT				LOSS				
			Total	Priv	OWDV	Date	Consid	Date	Cost	Value	T	Rate	Deprec	Priv	CWDV	Upto	+	Above	Total	-
Plant & Equipment																				
1 Air Conditioner	4,500.00	01/01/06	4,500	0.00	676		0	0	676	D	10.00	68	0	608	0	0	0	0	0	0
2 Cash Register	526.00	27/05/03	526	0.00	0		0	0	0	D	30.00	0	0	0	0	0	0	0	0	0
3 Chairs	370.00	30/07/03	370	0.00	12		0	0	12	D	15.00	2	0	10	0	0	0	0	0	0
4 Computer & Printer	2,288.00	01/01/06	2,288	0.00	0		0	0	0	D	50.00	0	0	0	0	0	0	0	0	0
5 Dinosaur & Display	3,643.35	01/01/06	3,643	0.00	47		0	0	47	D	21.43	10	0	37	0	0	0	0	0	0
6 Fax Machine	357.25	01/01/06	357	0.00	0		0	0	0	D	30.00	0	0	0	0	0	0	0	0	0
7 Historical Display	21,256.17	18/11/04	21,256	0.00	343		0	0	343	D	21.43	74	0	269	0	0	0	0	0	0
8 Toilet Block	21,060.62	20/12/15	21,061	0.00	5,242		0	0	5,242	D	7.50	393	0	4,849	0	0	0	0	0	0
9 Casio 140CRS Cash Register	285.00	19/06/13	285	0.00	24		0	0	24	D	20.00	5	0	19	0	0	0	0	0	0
10 Bonair DF Seasonmaker Dual Fan AC	5,618.19	11/09/13	5,618	0.00	1,253		0	0	1,253	D	13.33	167	0	1,086	0	0	0	0	0	0
11 Bonair DF Seasonmaker Dual Fan AC	5,618.18	11/09/13	5,618	0.00	1,253		0	0	1,253	D	13.33	167	0	1,086	0	0	0	0	0	0
12 Fibreglass Shearer & Stock	5,447.50	18/01/01	5,447	0.00	1,642		0	0	1,642	D	10.00	164	0	1,478	0	0	0	0	0	0
13 12 Acrylic Prints	1,576.80	18/01/13	1,577	0.00	475		0	0	475	D	10.00	47	0	428	0	0	0	0	0	0
14 Shearing Display Prints	10,664.00	11/03/13	10,664	0.00	3,328		0	0	3,328	D	10.00	333	0	2,995	0	0	0	0	0	0
15 Shearing Display Steel	4,290.03	25/03/13	4,290	0.00	1,338		0	0	1,338	D	10.00	134	0	1,204	0	0	0	0	0	0
16 Wool Display Sign	467.50	10/04/13	467	0.00	148		0	0	148	D	10.00	15	0	133	0	0	0	0	0	0
17 Palsonic 31.5 Inch LCD TV	459.00	20/06/13	459	0.00	38		0	0	38	D	20.00	8	0	30	0	0	0	0	0	0
18 TEAC DVD Combo	279.00	20/06/13	279	0.00	24		0	0	24	D	20.00	5	0	19	0	0	0	0	0	0
19 Roadside Signs	400.00	14/08/13	400	0.00	132		0	0	132	D	10.00	13	0	119	0	0	0	0	0	0
20 Shearing Display Photos	981.90	24/06/13	982	0.00	317		0	0	317	D	10.00	32	0	285	0	0	0	0	0	0
21 Brother MFC-7240	299.00	13/04/16	299	0.00	6		0	0	6	D	40.00	2	0	4	0	0	0	0	0	0
22 Shearer Display	5,071.00	08/12/17	5,071	0.00	2,677		0	0	2,677	D	10.00	268	0	2,409	0	0	0	0	0	0
23 Signs for Displays	629.45	05/12/17	629	0.00	332		0	0	332	D	10.00	33	0	299	0	0	0	0	0	0

The accompanying notes form part of these financial statements.

Depreciation Schedule for the year ended 31 December, 2024

		DISPOSAL			ADDITION		DEPRECIATION				PROFIT			LOSS					
		Total	Priv	OWDV	Date	Consid	Date	Cost	Value	T	Rate	Deprec	Priv	CWDV	Upto	+	Above	Total	-
24 Vinyl Floor Coverings	950.00 06/09/19	950	0.00	364		0		0	364	D	20.00	73	0	291	0	0	0	0	0
25 Westinghouse 280L Top Mount Fridge	649.00 02/04/19	649	0.00	273		0		0	273	D	16.67	45	0	228	0	0	0	0	0
26 Changh CHIQ UHD Led Television	599.00 10/02/20	599	0.00	252		0		0	252	D	20.00	50	0	202	0	0	0	0	0
27 Casio Cash Register	302.00 04/08/20	302	0.00	55		0		0	55	D	40.00	22	0	33	0	0	0	0	0
28 HP Celeron Notebook Computer	905.00 12/08/20	905	0.00	0		0		0	0	D	100.00	0	0	0	0	0	0	0	0
29 4 Security Cameras	447.00 04/08/21	447	0.00	89		0		0	89	D	50.00	45	0	44	0	0	0	0	0
30 Flags	513.69 15/09/21	514	0.00	163		0		0	163	D	40.00	65	0	98	0	0	0	0	0
31 Footpath lighting	1,838.00 25/11/22	1,838	0.00	1,637		0		0	1,637	D	10.00	164	0	1,473	0	0	0	0	0
32 Bookcases	308.00 31/03/23	308	0.00	285		0		0	285	D	10.00	28	0	257	0	0	0	0	0
		102,598		22,425		0		0	22,425			2,432	0	19,993					
									Deduct Private Portion			0							
									Net Depreciation			2,432							

Item 13.2 - Attachment 2 - 20 November 2025

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Statement by Members of the Committee****For the year ended 31 December 2024**

The Committee has determined that the association is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

In the opinion of the Committee the Income and Expenditure Statement, Statement of Financial Position, and Notes to the Financial Statements:

1. Presents fairly the financial position of THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE as at 31 December 2024 and its performance for the year ended on that date.
2. At the date of this statement, there are reasonable grounds to believe that the association will be able to pay its debts as and when they fall due.

The Committee is responsible for the reliability, accuracy and completeness of the accounting records and the disclosure of all material and relevant information.

This statement is made in accordance with a resolution of the Committee and is signed for and on behalf of the Committee by:

Julie Mann (President)
President

Sue Pegler (Treasurer)
Treasurer

The accompanying notes form part of these financial statements.

THE CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**ABN 47 364 661 458****Certificate by Member of the Committee****For the year ended 31 December 2024**

I, Julie Mann (President) of Winton, and I, Sue Pegler (Treasurer) of Winton certify that:

- a. We attended the annual general meeting of the association held on _____ 2025.
- b. The financial statements for the year ended 31 December 2024 were submitted to the members of the association at its annual general meeting.

Dated

Julie Mann (President)
Committee Member

Sue Pegler (Treasurer)
Committee Member

The accompanying notes form part of these financial statements.



CENTRAL WESTERN TAXATION SERVICES

PAULA M. BRUNBBUS FCPA FIPA TAX AGENT C.DEC
ACCOUNTANT

16 January 2025

128 IBIS STREET
PO BOX 145
LONGREACH QLD 4730
PHONE: 07 4658 2524
FAX: 07 4658 2545Enquiries:
mail@cwts.net.au

ABN 41 623 106 344

Mrs Sue Pegler**CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**

PO Box 112

WINTON QLD 4735

Dear Mrs Pegler,

ENGAGEMENT AS AUDITORS ASSOCIATIONS INCORPORATIONS ACT 1981

You have requested that we audit the financial statements of **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** for the year ended **31 December 2024** which comprises the Financial Statements and any notes presented which are subject to audit – for example statement of financial position as at **31 December 2024** statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes comprising a summary of significant accounting policies and other explanatory information, and the declaration of those charged with governance. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

The responsibilities of the auditor

We will conduct our audit in accordance with Australian Auditing Standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Australian Auditing Standards.

In making our risk assessments, we consider internal control relevant to the Association's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

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Our audit is not designed to be a complete examination of all aspects of your accounting system. Accordingly, any matters that are reported to you verbally or in writing should not be regarded as all-inclusive.

Responsibilities of those charged with governance

Our audit will be conducted on the basis that [management and, where appropriate, those charged with governance] acknowledge and understand that they have responsibility:

- a) For the preparation of the financial statements that present fairly the results of the Association for the reporting period and the financial position of the Association as at the end of the reporting period.
- b) To provide us with:
 - i. Access to all information of which the directors and management are aware that is relevant to the preparation of the financial report such as records, documentation and other matters;
 - ii. Additional information that we may request from the directors and management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- c) To advise us of any material and/or contentious issues relating to the preparation of the financial statements and any known or suspected frauds which have occurred within the Association.
- d) To maintain adequate accounting records, to ensure that proper internal controls are in place, to ensure the accuracy of all financial records, and to maintain and safeguard the entity's assets to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error.

Such internal controls reduce but do not eliminate the risk of misstatements in the financial statements from fraud or error. Those charged with governance assume responsibility for such risk. While the conduct of an audit may act as a deterrent against fraud or error, we cannot be held responsible for preventing them.

Those charged with governance are responsible for adjusting the financial statements to correct identified material misstatements. At the conclusion of each financial reporting engagement we provide those charged with governance with a summary of any uncorrected misstatements we identify and request to confirm in writing that the effects of any uncorrected misstatements are immaterial, both individually and in aggregate, to the financial statements taken as a whole.

Representations from those charged with governance

As part of our audit process, we will request from those charged with governance written confirmation concerning oral representations made to us **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** in connection with the audit and **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** acknowledges that such representations would be relied upon by us during the audit.

Reporting

We anticipate the issue of an unqualified audit report in accordance with Australian Auditing Standards, however the form and content of our report may need to be amended in the light of our audit findings.

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Independence

We have established policies and procedures designed to ensure our independence, including policies on the provision of non-audit work.

Fees

Our fee for the audit of the financial report of **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** for the year ended **30 June 2024**, is \$250.00 per hour, exclusive of GST and out-of-pocket expenses, as agreed.

This fee assumes that all accounting transactions will have been processed and we will be presented with a final trial balance/set of financial statements at commencement of the audit.

If we incur additional costs as a result of factors such as:

- information not being provided to us within agreed time limits
- significant errors in the information that is provided
- the scale of the business significantly changing
- a material issue arising which was not reasonably contemplated at the time of the fee quote then this additional time will also be billed.

Our fees will be billed as the work progresses.

Health and safety

We are required to comply with Occupational Health and Safety legislation by taking all practical steps to ensure the health and safety of our people. Our firm's policy expects mutual responsibility for our people to ensure their own safety and that no harm is caused to others in the workplace, but the Act places responsibility for their safety on your Association when they are visitors to your site.

Other services

We are pleased to provide any additional services that may be required from time to time, provided such services do not impair our independence. We note that this engagement letter applies only to the work described in this letter. Should further work be required over and above such work, separate terms of engagement will need to be agreed. In particular, this letter does not deal with accounting advice or assistance with accounts preparation.

Presentation of auditing financial statements on the internet

If, **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** presents the audited financial statements and auditors' report electronically on a web site, the security and controls over information on the web site should be addressed by the Association to maintain the integrity of the data presented. The examination of the controls over the electronic presentation of audited financial information on the Association web site is beyond the scope of the audit of the financial statements. Responsibility for the electronic presentation of the financial statements on the Associations web site is that of the governing body of the entity.

Other financial information in reports

We read the financial information contained in the documents or statements that are issued with any of the financial statements, including the Committee reports, to identify material inconsistencies with the financial reports. However, we will not verify such other information.

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General matters

The terms of this letter apply to all work carried out by us in connection with this engagement prior to the date of signing this letter.

This letter will be effective for future years unless we advise you of its amendment or replacement or the engagement is terminated.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Yours sincerely

Paula du Buoi

CENTRAL WESTERN TAXATION SERVICES

Acknowledgement

We hereby acknowledge that the engagement letter dated **16 January 2025** is in accordance with our understanding of the arrangements for the audit of **CORFIELD AND FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** Financial statements.

Signed for and on behalf of the members by:

Signature: *Sg Pegler*

Name: Sue Pegler

Title: *Treasurer*

Date: *1/02/25*

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**CORFIELD & FITZMAURICE WINTON TOURISM
DEVELOPMENT CENTRE**

WINTON QLD 4735

16 January 2025

Attn: Paula Brun

Central Western Taxation Services

PO Box 145

128 Ibis Street

Longreach Q 4730

Dear Paula,

RE: Representation – Incorporated Association

This representation letter is provided in connection with your audit of the financial report of the **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** for the year ended **31 December 2024** for the purpose of expressing an opinion as to whether the financial report is, in all material respects, presented fairly in accordance with Accounting Standards and UIG Consensus Views, the Queensland Association Incorporation Act 1981 and the constitution the **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE**. We confirm, to the best of our knowledge and belief, the following representations made to you during our audit.

We acknowledge our responsibility for ensuring that the financial report is in accordance with the Accounting Standards and UIG Consensus Views, the Queensland Association Incorporation Act 1981 and the **CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE** constitution and confirm that the financial report is free of material misstatements, including omissions.

General

1. All financial records and related data have been made available for inspection. All material transactions have been properly recorded in the accounting records underlying the financial report. An accurate and complete list of members has been provided.
2. There have been no irregularities involving any member of management or other members of the Association that could have a material effect on the financial statements.

3. There have been no:

- Violations or possible violations of law or regulations, the effect of which should be considered for disclosure in the financial statements or as a basis for recording a contingent loss; or
- Communications from regulatory authorities concerning non-compliance with, or deficiencies in, financial reporting practices.

Assets

4. Adequate provision has been made for allowances which may be given and for losses which may be sustained in connection with the collection of accounts receivable and non-trade receivables.
5. There were no deficiencies or encumbrances attaching to the title of the Association's assets at reporting date other than those reflected in the financial statements.
6. There are no agreements to repurchase assets previously recorded in the accounting records as sold.
7. Adequate provision has been made in the financial report for any permanent diminution in the value to the Association of any non-current assets.

Liabilities

8. All liabilities which have arisen, or which will arise out of the activities of the Association to the end of the financial year have been included in the financial report.
9. There were no contractual commitments for capital expenditure at reporting date not included in the financial report of the notes thereto.
10. There were no contingent liabilities, including guarantees, at reporting date which are not disclosed in the financial report or the notes thereto.

Other

11. No events have occurred subsequent to reporting date which would require adjustment or disclosure in the financial report.
12. The Association has no plans or intentions that may materially affect the book value classification of assets and liabilities at reporting date.
13. All details concerning related party transactions and related amounts receivable or payable (including purchases, loans and guarantees) have been correctly recorded in the accounting records and have been properly disclosed in the Association's financial report or the notes thereto, either where required by statute or where such disclosure is necessary for the fair presentation of the

Association's financial report.

14. Other than as detailed in the Association's financial report, the Association is not aware of any breach or non-compliance with the terms of any contractual arrangements, however caused, which could initiate claims on the Association which would have an effect in the Association's financial report.
15. The Association has an established procedure whereby the adequacy of insurance cover on all assets and insurable risks is reviewed. This review has been performed, and where it is considered appropriate, assets and insurable risks of the Association are adequately covered by insurance.
16. The minutes of committee meetings made available to you are a complete and authentic record of all meetings from **01 January 2024** to the date of this letter. All statutory records were properly kept during the period.
17. Records maintained during the period were in accordance with the Queensland Association Incorporation Act 1981.
18. We have responded fully to all inquiries made to us during the course of your examination.
19. Nothing has come to our attention that would indicate that the financial report is inaccurate, incomplete or otherwise misleading

Date:

1/02/25

Signed:

Sg Pegler

Sue Pegler

CORFIELD & FITZMAURICE WINTON TOURISM DEVELOPMENT CENTRE

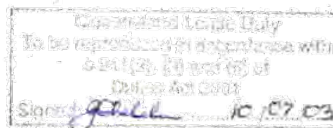
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LEASE

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Dealing No.

Stamp Duty Imprint



1. Lessor Winton Shire Council	Lodger Name, address & phone number Roberts Nehmer McKee, Lawyers 111 Charters Towers Road, Townsville Contact Phone: 07 4772 2177 File Reference: TMG:JAR:11602	Lodger Code 002
--	--	--------------------

2. Description of Lot Lot 1 on RP 905060	County Ayrshire	Parish Winton	Title Reference 50140593
--	--------------------	------------------	-----------------------------

3. Lessee	Given names Surname/Company name and number The Corfield and Fitzmaurice Winton Tourism Development Centre Association Inc.	(include tenancy if more than one)
------------------	--	------------------------------------

4. **Interest being leased**

Fee simple

5. **Description of premises being leased**

Whole of the land

6. **Term of lease**

Commencement date: 1 February 2003
 *Expiry date: Until terminated by either party under the provisions of the Lease.
 **Options on page: Not Applicable
 *not required for leases in a retirement village **insert nil if no option

7. **Rental/Consideration**

See attached Schedule

8. **Grant/Execution**

The Lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in:-
 #the attached schedule

* delete inapplicable words

Witnessing Officer

Execution Date

Lessor's Signature

C. Lorraine Dooley signature
 COROL LORRAINE DOOLEY full name

26/6/2003

C/Dec 4587 qualification
 as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

9. **Acceptance**

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer

Execution Date

Lessee's Signature

C. Lorraine Dooley signature
 COROL LORRAINE DOOLEY full name

26/6/2003

C/Dec 4587 qualification
 as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

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SCHEDULE

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SECTION I – REFERENCE SCHEDULE

ITEM 1:	Commencing GST Rate: (Clause 1.1(d))	Ten Percent (10%)
ITEM 2:	Term of the Lease: (Clause 1.1(aa))	Until terminated by either party under the provisions of the Lease
ITEM 3:	Lessor's Outgoings and Lessee's Outgoings Proportion: (Clause 1.1(s) & 1.1(q))	4.3 (a)-(m) unless cl 59.3 applies
ITEM 4:	Annual Rental for First Rental Year (inclusive of GST): (Clause 3)	See clause 3.1
ITEM 5:	Public risk insurance policy amount: (Clause 10.1(a))	\$5 Million (\$5,000,000.00)
ITEM 6:	Permissible use of the Demised Premises: (Clause 18)	Any lawful use by the Lessee in the furtherance of its objectives.
ITEM 7:	Payment of Lease costs: (Clause 41.1)	Lessor
ITEM 8:	Lessee's address and facsimile number: (Clause 42.1(a))	The Secretary, Corfield & Fitzmaurice Winton Tourism Development Association Incorporated PO Box 400 WINTON QLD 4735
ITEM 9:	Lessor's address and facsimile number: (Clause 42.1(a))	The Chief Executive Officer Winton Shire Council PO Box 288 WINTON QLD 4735 Facsimile 4657 1342

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SCHEDULE II - GENERAL

1. DEFINITIONS

1.1 These definitions apply unless they are inconsistent with the context.

- (a) **"Appurtenances"** means all stop-cocks, hydrants, fire hoses, alarm systems or other fire prevention and extinguishing equipment, toilets, water apparatus and wash basins, washrooms, electrical fittings and apparatus, airconditioning equipment and other services contained in or about the Building or the Demised Premises as the context requires.
- (b) **"Building"** means the premises within which the Demised Premises are located. It includes any land, carparks and improvements used with the Building or added to it.
- (c) **"Commencement Date"** means the date of commencement of the Lease, being the date specified as the Commencement Date in Item 6 of the Form 7 Lease attached.
- (d) **"Commencing GST Rate"** means:
 - (i) if the rent has not previously been reviewed in accordance with clause 4, the rate of GST specified in Item 1; or
 - (ii) if the rent has previously been reviewed in accordance with clause 4, the rate of GST as identified as C in the last review to have taken place pursuant to clause 4.
- (e) **"Common Areas"** means all those parts of the Land, Building and carpark not leased or licensed to any person and designed and intended for use by the lessees of the Building and their respective employees, invitees and licensees in common with each other. They include entrances, exits, carparks, pathways, foyers, malls, corridors, toilets, lifts, escalators and stairways of the Building and any areas the Lessor may designate.
- (f) **"Default Rate"** means three percent (3%) above the rate charged from time to time by the Commonwealth Bank of Australia on overdrafts of \$100,000.00.
- (g) **"Demised Premises"** means in the case where such premises are part only of a Building, that part shown on the sketch plan of the Building contained in the Schedule to the Lease. It is measured from (but not including) the exterior face of external walls and from the centre line of inter-tenancy and other walls. It extends from the surface of the floor slab to the topside of any ceiling. It includes all internal partitions, ceilings, floor coverings, electrical appliances, plant and equipment, fixtures and fittings except those the property of the Lessee. Where the description of the premises being leased in Item 5 of the Form 7 Lease is "the whole of the Land" it includes the Land and the Building.
- (h) **"Expiry Date"** means the date of expiry of the Lease, being either:-
 - (a) the date specified as the Expiry Date in Item 6 of the Form 7 Lease attached; or
 - (b) the date upon which the Lease is terminated under the provisions of this Lease.
- (i) **"GST"** means a tax, levy, duty, charge or deduction together with any related additional tax, interest, penalty, fine or other charge imposed by the GST Law.

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- (j) **"GST Amount"** means an amount equal to the GST determined to be payable by the Lessor under the GST Law in respect of any taxable supply made by the Lessor to the Lessee under the Lease.
- (k) **"GST Law"** means *A New Tax System (Goods & Services Tax) Act 1999*.
- (l) **"GST Rate"** means the rate of GST specified in the GST Law from time to time.
- (m) **"Item"** means the relevant item set out in the Reference Schedule unless otherwise specified.
- (n) **"Land"** means the land described in Item 2 of the Form 7 Lease attached and includes all improvements on the Land unless the context otherwise requires.
- (o) **"Lessee"** means the Lessee described in Item 3 of the Form 7 Lease attached and where the context allows extends to and includes in the case of a corporation its successors and permitted assigns and in the case of a natural person or persons their and each of their executors, administrators, successors and permitted assigns.
- (p) **"Lessee's Goods"** means any contents of every description including but not limited to all plant and equipment, stock-in-trade, fixtures and fittings of the Lessee in or about the Demised Premises.
- (q) **"Lessee's Outgoings Proportion"** means the percentage specified in Item 3.
- (r) **"Lessor"** means the registered proprietor of the Land being the person described in Item 1 of the Form 7 Lease attached and where the context allows extends to and includes in the case of a corporation its successors and assigns and in the case of a natural person or persons their and each of their executors, administrators, successors and assigns.
- (s) **"Lessor's Outgoings"** means all rates, taxes, assessments, levies and charges payable by the Lessor in respect of the Demised Premises or the Land (as applicable) in respect of which such outgoings are to be calculated.
- (t) **"Reference Schedule"** means the schedule in Section I of the Lease.
- (u) **"Net Profit"** means, for each Rental Year:
 - (i) the total of all income received by the Lessee by way of admission charges and the like in connection with the displays or exhibitions at the Demised Premises in that Rental Year; less
 - (ii) the total of all expenses (not being capital expenses) incurred by the Lessee in connection with those displays or exhibitions in that Rental Year.
- (v) **"Rent"** means the annual rental for the first Rental Year specified in Item 4 as reviewed from time to time in accordance with the Lease and includes any GST.
- (w) **"Rental Year"** means each separate year of the Term and any extended term. The first Rental Year commences on the Commencement Date and each subsequent Rental Year commences on the corresponding day of each succeeding year.
- (x) **"Statute"** includes regulation, ordinance, by-law and any other delegated legislation.

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- (y) **"Taxable Supply"** has the meaning given to that term in the GST Law and includes any supply of goods and/or services by or on behalf of the Lessor to the Lessee under the Lease or otherwise to the Lessee in respect of the Demised Premises.
- (z) **"Tax Invoice"** means the invoice that must be issued by the Lessor to the Lessee under the GST Law.
- (aa) **"Term"** means the term of the Lease specified in Item 2 beginning on the Commencement Date and terminating unless sooner determined on the Expiry Date.

2. INTERPRETATION

2.1 These rules apply unless they are inconsistent with the context:

- (a) Headings - for ease of reference headings have been included but the Lease is not to be construed or interpreted by reference to them.
- (b) Parts of Premises - references to the Demised Premises or the Building include references to part of them.
- (c) Corporations and Natural Persons - references to corporations include natural persons and vice versa.
- (d) Singular and Plural - references in the singular number include the plural and vice versa.
- (e) Gender - references to any gender include any other gender.
- (f) Joint and Several Liability - if the Lessor, Lessee or the Guarantor comprises more than one person their liabilities under this Lease are joint and several.
- (g) Statutes - references to Statutes in general or to any particular Statute as defined in clause 1.1(x) above include:
 - (i) amendments, consolidations or replacements of them or it; and
 - (ii) proclamations, rules, regulations, orders and notices issued under them or it.
- (h) Implied Covenants - covenants implied by law (statutory or otherwise) are not negated but will be deemed to have been modified (where so permitted) to the extent of any inconsistency with the provisions of the Lease.
- (i) Severability - if any term, covenant or condition of the Lease or the application of the Lease to any person or circumstances is or becomes invalid or unenforceable the remaining terms, covenants and conditions will not be affected by that and will be valid and enforceable to the fullest extent permitted by law.
- (j) Limitations - reference to anything after the word "including" or "includes" does not limit what else may be included.

SECTION III - LESSEE'S COVENANTS

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3. RENT**3.1 Annual Rent**

- (a) The Lessee must pay the Rent to the Lessor during the Term.
- (b) For the purposes of this clause 3.1, "Rent" means \$1.00 plus an amount equal to 40% of the Net Profits in each Rental Year, or at the end of the Lease, that part of the Rental Year ending on the expiry date.

3.2 Payment of Rent

The Rent is payable not less than thirty (30) days after the end of each Rental Year, or at the end of the Lease, not less than thirty (30) days after the Expiry Date.

3.3 Rent Not Known

If the amount of Rent is not known at a time when payment of Rent is due to be paid then the Lessee must on or before the due date for payment of that Rent, pay to the Lessor the same amount as was payable for Rent for the last Rental Year in which the amount of Rent was known. The Lessor or the Lessee as the case warrants will then make and pay any necessary adjustment to the party entitled within fourteen (14) days after the Rent becomes known.

3.4 Where Payment Made

The Lessee will pay the Rent and any other amounts payable by the Lessee to the Lessor under the Lease (without any deduction or right of set-off).

4. GOODS AND SERVICES TAX**4.1 Change in GST Rate**

If the GST Rate increases or decreases from the Commencing GST Rate then the Rent will be reviewed in accordance with the following formula:

$$A = E + (C \times E)$$

where A is the Rent to be determined;

where B is the Rent immediately prior to the increase in the GST Rate;

where C is the GST Rate;

where D is the Commencing GST Rate;

where E is the GST exclusive Rent calculated as follows: $E = \frac{B}{(D/100) + 1}$

4.2 Rent Adjustment

Until such time as the Rent to be determined in accordance with this clause 4 has been determined, the Lessee shall continue to pay monthly installments at the rate payable immediately prior to the increase or decrease in the GST Rate, as the case may be. An adjustment shall be made within fourteen (14) days of the determination of the Rent in accordance with this clause 4.

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4.3 Lessor's Expenses and other Outgoings

If pursuant to the Lease the Lessee is required to pay for, including by way of reimbursement or contribution, any expense, loss or outgoing of the Lessor ("Reimbursable Expense") the amount required to be paid is the sum of:

- (a) the amount of the Reimbursable Expense net of input tax credits (if any) to which the Lessor is entitled in respect of the Reimbursable Expense ("Net Amount"); and
- (b) if the Lessor's entitlement to payment is by virtue of a taxable supply by the Lessor, any GST payable for that supply,

such that after the Lessor meets the GST liability, it retains the Net Amount.

5. ELECTRICITY CHARGES

- 5.1 The Lessor will ensure the Demised Premises are separately metered for the supply of all electricity to the Demised Premises.
- 5.2 The Lessee will pay all accounts for the supply of all separately metered electricity to the Demised Premises on their due date.
- 5.3 If the Lessor is assessed for any electricity supplied to the Demised Premises then the Lessee will pay any amount owing to the Lessor for that electricity within fourteen (14) days of being billed for that electricity by the Lessor.
- 5.4 Any bills raised by the Lessor to the Lessee in accordance with clause 5.3 must be in accordance with the Schedule of Tariffs issued by the appropriate electric authority.

6. OBLIGATION TO REPAIR

- 6.1 During the Lease at the Lessee's own expense the Lessee is to keep, repair and maintain the Demised Premises in good and substantial repair having regard to the condition of the Demised Premises at the Commencement Date but need not carry out:
 - (a) any structural works unless caused by negligence or misconduct on the part of the Lessee or those for whom the Lessee is responsible;
 - (b) repairs due to fair wear and tear; or
 - (c) repairs due to some natural disaster or other serious event which is beyond the reasonable control of the Lessee.

6.2 Limitation for Fair Wear and Tear

The exception in respect of fair wear and tear contained in clause 6.1(b) will apply only if the Lessee has taken all reasonable precautions to ensure that any damage, defect or dilapidation which may be attributable to fair wear and tear does not cause or contribute to any further damage to the Demised Premises.

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6.3 More Specific Obligations

Without affecting the generality of the Lessee's obligation to repair set out above, the Lessee must at the Lessee's own expense:

(a) Negligent Misconduct

immediately make good any damage to the Demised Premises or Building caused by the negligence or misconduct of the Lessee or those for whom the Lessee is responsible;

(b) Electric Lights

replace non-functioning electric lights in the Demised Premises;

(c) Lessor's Fixtures, Fittings, Accessories and Services

regularly maintain and keep in good repair the Lessor's fixtures, fittings and accessories or services which are located within the Demised Premises and which exclusively serve the Demised Premises and enter into and keep current at the Lessee's cost any maintenance service and/or repair contracts which are reasonably required by the Lessor for that purpose with contractors approved by the Lessor;

(d) Plate Glass – Intentionally Omitted(e) Doors Locks and Windows

keep and maintain the doors, locks, windows and window fittings of the Demised Premises in good and efficient working order and return all keys on the expiry or sooner determination of the Lease;

(f) Drains and Wastes

keep and maintain the waste pipes, drains, grease-traps and conduits originating from within the Demised Premises in a clean and free flowing condition and employ licensed tradesmen when necessary to clear any blockages;

(g) Appurtenances

keep and maintain the Appurtenances in the Demised Premises in good and efficient working order and condition and employ competent and licensed tradesmen when required to effect all necessary repairs to the Appurtenances;

(h) Interior Finishes

keep and maintain the interior of the Demised Premises including paint work, wall papering and floor coverings in a good condition to an acceptable commercial standard and at least once during the Term or if the Lessee exercises the Option Period/s, then once during the period of the Lessee's occupation of the Demised Premises, the Lessee will repaint, replace and repair these interior finishes to a standard reasonably required by the Lessor having regard to those finishes at the Commencement Date;

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(i) Signs

keep any signs in or about the Demised Premises in good repair and of good appearance to the reasonable satisfaction of the Lessor;

(j) Contamination

keep the Demised Premises free from contamination and notify the Lessor in writing immediately of the existence or likely existence of any contamination and of any notice or other correspondence issued pursuant to the *Environmental Protection Act 1994*. If at any time during the Term the Lessor suspects on reasonable grounds that the Demised Premises has become contaminated, the Lessor may require the Lessee to conduct at the Lessee's cost a site investigation and require the Lessee to submit a report about the investigation to the administering authority as provided in the *Environmental Protection Act 1994*.

7. LESSOR'S RIGHT OF ENTRY**7.1 The Lessor may:**

- (a) at any reasonable time;
- (b) on giving reasonable written notice; and
- (c) being accompanied by a person appointed by the Lessee if required by the Lessee;

enter the Demised Premises for any of the following reasons:

- (d) to inspect the state of repair of the Demised Premises at intervals of not less than three (3) months;
- (e) to re-inspect where after an inspection pursuant to clause 7.1(d) a notice has been served on the Lessee by the Lessor requiring the Lessee to carry out any work of repair; or
- (f) to carry out repairs, maintenance or alteration of the Demised Premises if the notice given to the Lessee has specified the nature of the work to be carried out and the work:
 - (i) if being repairs is to remedy a want of repair for which the Lessee is liable and has not been carried out in accordance with a notice referred to in clause 7.1(e) given to the Lessee;
 - (ii) is required by law to be carried out to the Demised Premises; or
 - (iii) is required to be carried out for the safety of the Demised Premises.

7.2 The Lessor may in an emergency:

- (a) at any time;
- (b) without notice to the Lessee; and
- (c) unaccompanied

enter the Demised Premises for the following reasons:

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- (d) to ascertain the cause of the emergency; or
- (e) to remedy the emergency.

7.3 If the Lessor has entered the Demised Premises according to clause 7.2, the Lessor will promptly inform the Lessee in writing of the entry.

7.4 In exercising the Lessor's rights of entry under the Lease, the Lessor will use its best endeavours not to cause undue interference to the occupation, use or enjoyment of the Demised Premises by the Lessee.

8. REQUIREMENTS OF AUTHORITIES

The Lessee will comply with all Statutes dealing with the Demised Premises that are binding on the Lessee provided that if the Statutes require:

- (a) structural alteration of the Demised Premises;
- (b) structural additions to the Demised Premises; or
- (c) the installation of equipment in the Demised Premises,

the Lessee must not effect the alteration, addition or installation without first obtaining the Lessor's consent.

9. INDEMNITY

9.1 The Lessee will indemnify the Lessor against all actions, claims, demands, losses, damages and costs for which the Lessor may become liable arising from:

- (a) the negligent use by the Lessee of any of the services, facilities and Appurtenances of the Demised Premises;
- (b) overflow or water leakage in and from the Demised Premises caused or contributed to by the negligence of the Lessee to the extent of that contribution; and
- (c) property damage or personal injury caused or contributed to by any negligence of the Lessee to the extent of that contribution.

9.2 The term "Lessee" for the purposes of clause 9.1 includes the Lessee, its servants, agents, invitees and others for whom the Lessee is responsible at law.

10. LESSEE TO INSURE

10.1 The Lessee is to take out and keep current at its own expense the following insurance policies in relation to the Demised Premises:

- (a) a public risk policy which provides for a minimum cover for each accident claim or event of an amount specified in Item 5. The cover provided under this policy must not be contributory with any policy taken out by the Lessor;
- (b) a policy covering fixtures, fittings, accessories, Appurtenances and stock contained in or about the Demised Premises or associated with the business conducted by the Lessee in the Demised Premises. The policy must provide cover for the full insurable value of these things

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against loss or damage resulting from fire and other risks including but not limited to water, storm, flood and rain water damage.

10.2 The policies referred to in clause 10.1 must be in the names of the Lessor and the Lessee and must be with an insurance company approved by the Lessor.

10.3 All policies referred to in clause 10.1 must contain a waiver of any subrogation rights which the Lessee's insurers may have against the Lessor and those for whom the Lessor is responsible, whether or not such damage is caused by the act, omission or negligence of the Lessor or those for whom the Lessor is responsible.

11. LESSEE TO PAY INCREASES IN LESSOR'S INSURANCE

If any increased insurance premiums or charges are incurred by the Lessor during the Term as a result of any conduct on the part of the Lessee or the persons for whom the Lessee is responsible, the Lessee is to pay that extra amount.

12. LESSEE NOT TO VOID INSURANCE

The Lessee must not do anything or allow anything to be done which might result in any insurances on or relating to the Demised Premises or the Building becoming void or voidable or which might increase the premium on any policy.

13. CLEANING AND OTHER SERVICES

13.1 Cleaning Services

If the local or other authority provides cleaning or refuse services to the Demised Premises at the request of the Lessee, the Lessor or at the direction of any officer of such authority then the Lessee will pay the costs of those services:

- (a) to the authority providing those services by the due date for payment if assessed directly against the Lessee; or
- (b) to the Lessor within fourteen (14) days of the Lessor billing the Lessee for those costs if assessed against the Lessor.

13.2 Special Services

The Lessee will pay the Lessor upon demand the amount of any additional or unusual costs or charges incurred by the Lessor at the request of the Lessee for:

- (a) providing any special, additional or unusual services for the Lessee; or
- (b) having any alterations, repairs or maintenance to the Demised Premises or any services in the Demised Premises (including Appurtenances) effected outside of the normal working hours of the tradesman concerned.

14. LESSEE TO KEEP DEMISED PREMISES CLEAN

14.1 The Lessee will keep the Demised Premises and the exterior facade and the exterior and interior of all windows, doors and other glass and other fixtures in a neat and clean condition.

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- 14.2 Display windows must be kept in a thorough state of cleanliness and dressed at all times.
- 14.3 The Lessee will keep the footpath in front of the Demised Premises and those parts of the Common Areas adjacent to the Demised Premises clean at all times.
- 14.4 The Lessee must not accumulate any rubbish in the Demised Premises or in the Building unless confined in suitable containers which are located so as not to be visible to members of the public whilst they are in the Building.
- 14.5 Where the Demised Premises include lawns and/or gardens, the Lessee will at its cost keep and maintain such lawns and/or gardens in a clean, tidy and healthy condition and will regularly remove from the Demised Premises and any surrounding fences, all overgrowth, weeds and rubbish. If in the Lessor's opinion the Lessee has failed to observe this obligation, the Lessor shall be at liberty to retain the services of a contractor to carry out the Lessee's obligations herein at the cost of the Lessee payable upon demand by the Lessor.

15. CARE OF SERVICES FACILITIES AND EQUIPMENT

- 15.1 The Lessee will not use or allow the use of the pipes, drains, toilets, Appurtenances, fittings, accessories and services in the Demised Premises or the Building for any purpose other than those for which they were constructed or installed.
- 15.2 The Lessee will not throw or place in any of the services and facilities mentioned in clause 15.1 any sweepings, rubbish or other unsuitable substances.
- 15.3 The Lessee is to pay to the Lessor on demand the cost of repairing any damage to any of these services and facilities mentioned in clause 15.1 resulting from any misuse by the Lessee or those for whom the Lessee is responsible.
- 15.4 The Lessee must not interfere with or attempt to control any part of the fire alarm, sprinkler systems, escalators, airconditioning equipment or any other machinery or equipment of the Lessor installed in the Demised Premises or Building.

16. NO OVERLOADING OR DAMAGING FLOORS

- 16.1 The Lessee must not overload the floors of the Demised Premises or allow them to be overloaded by placing on them heavy articles whose individual or combined weights exceed the limits permitted by the design and construction of the Demised Premises.
- 16.2 The Lessor may prescribe the weight and position of safes and other heavy articles or goods.
- 16.3 The Lessee must not use any furniture, furnishings, plant or equipment mounted on roll casters or similar equipment which may cause damage to the floor of the Demised Premises.

17. LICENCES AND BUSINESS NAMES

The Lessee is to take out and keep current all licenses and permits required to carry on the business conducted in the Demised Premises.

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18. PERMISSIBLE USE

The Lessee will not use the Demised Premises for any purpose other than the permissible use specified in Item 6, or any other purpose to which the Lessor has first given its consent in writing.

19. NO NOISE, DAMAGE, ANNOYING OR INJURIOUS CONDUCT

19.1 The Lessee must not cause or allow any noise or other nuisance disturbance or annoyance to be made on or to emanate from the Demised Premises.

19.2 The Lessee must not carry on or permit to be carried on in the Demised Premises any annoying, noxious, offensive or illegal business, occupation or practice.

19.3 The carrying on of the business specifically permitted by the Lessor under clause 18 in a regular orderly and lawful manner will be considered not to breach the provisions of clauses 19.1 and 19.2.

20. LESSEE NOT TO DEFACE WALLS

20.1 The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Demised Premises or the Building unless permitted by the Lessor.

21. LIGHT, POWER AND HEATING

21.1 The Lessee will not use any form of light, power or heat other than electric current or gas supplied through meters.

21.2 Clause 21.1 does not prevent the Lessee from using auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.

21.3 The Lessee must not use any apparatus which radiates heat (other than apparatus for the heating of food and beverages for staff meal requirements) without first obtaining the written consent of the Lessor.

21.4 The Lessor is entitled to specify in what positions the heating apparatus is to be placed and what conditions attach to the use of heating apparatus and the Lessor may withdraw consent to the use of heating apparatus at any time.

21.5 The Lessee must not without first obtaining the written consent of the Lessor install any electrical equipment in the Demised Premises that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Demised Premises.

21.6 If the Lessor grants consent pursuant to clause 21.5 then any alterations which may be necessary to comply with the Lessor's insurer's requirements and any applicable Statutes in particular those dealing with the installation and maintenance of fire fighting and prevention equipment will be effected by the Lessor at the expense of the Lessee.

21.7 The entire cost to the Lessor of the alterations referred to in clause 21.6 must be paid by the Lessee upon demand by the Lessor and the Lessor may require the Lessee to deposit with the Lessor the estimated cost of the alterations before those alterations are commenced.

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22. PEST CONTROL, INFECTIOUS DISEASES AND PREPARATION OF FOOD

- 22.1 The Lessee must at its own expense keep the Demised Premises free of pests and at least once annually during the Term engage a licensed pest control operator to conduct a full fumigation of the Demised Premises against all pests, rodents and vermin commonly found in the locale of the Demised Premises.
- 22.2 The Lessee must give notice in writing to the Lessor and to the proper authorities of any infectious disease happening on the Demised Premises which requires notification by virtue of any Statute.
- 22.3 The Lessee must at its own expense thoroughly fumigate and disinfect the Demised Premises upon the happening of any infectious disease.
- 22.4 The Lessee must not permit the preparation of any food (other than for customary staff meal requirements) on the Demised Premises unless:
- (a) specifically permitted by the Lease; or
 - (b) specifically approved in writing by the Lessor.

23. ERECTION OF SIGNS

- 23.1 The Lessee must not paint, erect or affix any signs, notices or advertisements to the Demised Premises, Building or Land without first obtaining the consent in writing of the Lessor.
- 23.2 The Lessor's consent referred to in clause 23.1 may be granted absolutely or with conditions or may be refused in the absolute discretion of the Lessor but the Lessor's consent will not be unreasonably withheld nor will unreasonable or arbitrary conditions be attached with respect to the Lessee's trading signage.

24. FIXTURES, FITTINGS, FLOOR COVERINGS AND PARTITIONS

- 24.1 The Lessee must obtain the consent of the Lessor to:
- (a) erect or affix any blinds or awnings to the outside of the Demised Premises;
 - (b) erect or affix any blinds (venetian or otherwise) to the interior of the windows, display windows or doors of the Demised Premises;
 - (c) affix any shop fittings to the exterior walls or ceilings of the Demised Premises;
 - (d) affix to the floor of the Demised Premises any floor covering;
 - (e) install any internal partitions in the Demised Premises;
 - (f) make any alterations or modifications to any internal partitions installed in the Demised Premises; or
 - (g) hang or attach anything from or otherwise bring a load burden on the ceiling of the Demised Premises.
- 24.2 The Lessor's consent to the matters contained in clause 24.1 will not be unreasonably withheld and such consent may be granted absolutely or subject to conditions.

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- 24.3 Any partitions and other fixtures erected by the Lessee will remain the property of the Lessee who will remain responsible for all maintenance and insurances for the partitions and fixtures.

25. INFLAMMABLE SUBSTANCES

- 25.1 The Lessee will not without the prior consent in writing of the Lessor use or store or permit to be used or stored in or about the Demised Premises any explosive, inflammable or corrosive fluids or chemicals other than those normally used or sold by the Lessee in the lawful conduct of the Lessee's business.
- 25.2 All explosive, inflammable or corrosive fluids or substances normally used or sold by the Lessee in the lawful conduct of the Lessee's business must be confined in containers in which they are normally purchased by the Lessee or sold by the Lessee to the public.

26. NOTICE OF DAMAGE

The Lessee will advise the Lessor immediately in writing of:

- (a) any damage sustained to the Demised Premises which is reasonably apparent; or
- (b) the defective operation of any of the services, Appurtenances or facilities in the Demised Premises.

27. SECURITY

- 27.1 The Lessee will ensure that all exterior doors and windows in the Demised Premises are securely locked and fastened at all times when not being used.
- 27.2 The Lessee authorises the Lessor's representative to enter the Demised Premises for the purpose of locking any such door or window left unlocked or unfastened.

28. KEYS

- 28.1 The Lessee will be supplied with keys to the Demised Premises.
- 28.2 The Lessee will maintain a register of keys to the Demised Premises in such a manner as is determined by the Lessor from time to time. The Lessee must make the register of keys available to the Lessor upon request by the Lessor.

29. ASSIGNMENT AND SUBLETTING

If the Lessor consents in writing the Lessee may assign the Lease.

SECTION IV - LESSOR'S COVENANTS

30. QUIET ENJOYMENT

- 30.1 If the Lessee pays the Rent and does not breach the Lease the Lessee may use and occupy the Demised Premises during the Term peaceably without any interference from the Lessor or any person lawfully claiming under the Lessor.
- 30.2 Clause 30.1 is subject to the provisions of the Lease and the Lessor's rights under it.

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- 30.3 The Lessor is not to inhibit in any substantial manner the access of the Lessee to the Demised Premises.
- 30.4 The Lessor is not to take any action that would substantially alter or inhibit the flow of customers to the Demised Premises without the Lessee's consent.
- 30.5 If any breach of clauses 30.1, 30.3 or 30.4 should occur then the Lessor will take all reasonable steps to bring the interference to an end as quickly as possible.

31. SUITABILITY OF PREMISES

- 31.1 The Lessor does not warrant that the Demised Premises are at the Date of Commencement or will remain fit, suitable or adequate for all or any of the purposes of the Lessee.
- 31.2 All warranties as to the suitability, fitness and adequateness of the Demised Premises implied by law are expressly negated.

32. ASSUMPTION OF RISK BY LESSEE

- 32.1 The Lessee agrees to occupy and use the Demised Premises at the risk of the Lessee.
- 32.2 The Lessor will not in any circumstances be liable to the Lessee for any loss or damage (or loss of profits resulting from any loss or damage) to any property of the Lessee contained in or about the Demised Premises caused by any of the following:
- (a) water from any source;
 - (b) heat or fire;
 - (c) electricity;
 - (d) vermin;
 - (e) any natural disaster; or
 - (f) explosion, riot or civil commotion,

except where such loss or damage is caused by the negligence of the Lessor.

33. INTERRUPTION OF SERVICES

Unless the Lease is governed by the *Retail Shop Leases Act 1994*, the Lessor will not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee for:

- (a) the malfunction, failure or interruption of the airconditioning equipment, water, gas or facilities in the Building or the Demised Premises; or
- (b) any blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains.

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34. CONDITION OF LESSOR'S LIABILITY

In the case of a breach able to be remedied the Lessor will not be considered to be in default of any obligations under the Lease unless:

- (a) the Lessee has given notice in writing of the default to the Lessor; and
- (b) the Lessor has failed within a reasonable time to take proper steps to rectify it.

35. DAMAGE OR DESTRUCTION OF DEMISED PREMISES**35.1 Abatement**

If at any time during the Term some natural disaster or other serious event occurs which is beyond the reasonable control of the Lessee and, as a result, the Demised Premises are destroyed or damaged wholly or in part or the usual access to them is obstructed wholly or in part and because of such destruction, damage or obstruction the Lessee cannot conduct its business in the Demised Premises reasonably, then the Lessee's obligations under the Lease to pay Rent, outgoings or other charges will abate proportionally to the effect on the Lessee's business until either the Demised Premises or the access to it are repaired or restored to a condition in which the Lessee can conduct its business in the Demised Premises reasonably.

35.2 Termination

If the events referred to in clause 35.1 occur and after one (1) month the Demised Premises or the access to it has not been reconstructed to a condition in which the Lessee can reasonably conduct its business then either the Lessor or the Lessee may notify the other in writing of its intention to end the Lease and the Lease will end one (1) month after the date of notification.

35.3 Continuation of Business

The Lessee will, during any period of reconstruction or repair of the Demised Premises, continue the operation of the Lessee's business in the Demised Premises so far as it may be reasonably practicable for the Lessee to do so having regard to the nature of the Lessee's business and the nature and extent of the damage sustained.

36. LESSOR MAY CARRY OUT WORKS**36.1 The Lessor may carry out the Lessor's Works at any time during the Term.****36.2 Unless the Lease is governed by the *Retail Shop Leases Act 1994*, if the Lessor employs reputable contractors or trades people to carry out the Lessor's Works and if they do so during hours and using methods and practices that are not unusual for work of the kind they are doing the Lessor will not be in breach of clause 30 of the Lease and will not be liable to the Lessee for nuisance, negligence, any other sort or any other breach of the Lease for carrying out the works or for anything related to doing so.**

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SECTION V – MUTUAL AND OTHER COVENANTS

37. DEFAULT OF LESSEE

37.1 Default

If:

- (a) the Rent or any part of it or any other monies owing to the Lessor under the Lease is or are in arrears for fourteen (14) days whether formally demanded or not;
- (b) the Lessee breaches the Lease or any rule or regulation made under the Lease;
- (c) the Lessee fails to carry out any repairs properly required by any notice within the time specified in the notice;
- (d) any assignment of the Lessee's property is made for the benefit of creditors;
- (e) the Lessee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
- (f) the Lessee is a corporation and it ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (g) the Lessee is a corporation and is placed under official management under the Corporations Law or enters a composition or scheme of arrangement;
- (h) the interest of the Lessee under the Lease is taken in execution;
- (i) the Lessee or any person claiming through the Lessee conducts any business from the Demised Premises after the Lessee has committed an act of bankruptcy,

then the Lessee will be considered to have made default.

37.2 Lessor may Remedy

- (a) The Lessor may, but is not obliged to, remedy at any time without notice any default by the Lessee under the Lease.
- (b) All reasonable costs incurred by the Lessor (including legal costs and expenses) in remedying a default of the Lessee will constitute a liquidated debt and must be paid by the Lessee to the Lessor on demand.

37.3 Termination of Lease

- (a) Subject to any requirement of any Statute and clause 37.3(c), if the Lessee has made default as specified in clause 37.1 the Lessor may end the Lease by:
 - (i) notifying the Lessee in writing that the Lessor is ending the Lease and from the date of giving that notice the Lease will be determined absolutely;
 - (ii) re-entering the Demised Premises with force if necessary and ejecting the Lessee and all other persons from the Demised Premises and repossessing them subject to any

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prior demand or notice required by law and upon so doing the Lease will be absolutely determined;

(iii) notice in writing to the Lessee electing to convert the Term into a tenancy from month to month in which event the Lease will be determined as and from the giving of that notice.

(b) If the Lessor ends the Lease under clause 37.3(a) the Lessee will not be released from liability for any prior breach of the Lease or the breach which caused the default and any other remedies available to the Lessor for recovery of arrears or Rent or for breach of the Lease will not be prejudiced.

(c) If there is any dispute arising out of or in connection with this clause, then the Lessor must not terminate this Lease under clause 37.3(a) unless the Lessor has complied with the provisions of clause 45.

37.4 Removal of Lessee's Goods

(a) The Lessor may upon re-entry remove from the Demised Premises the Lessee's Goods and:

- (i) store those contents in such manner as the Lessor in the Lessor's absolute discretion deems fit;
- (ii) treat the Lessee's Goods as if the Lessee had abandoned the Lessee's interest in them and they had become the property of the Lessor and deal with them in such manner as the Lessor thinks fit.

(b) The Lessor's conduct pursuant to clause 37.4(a) is not to be considered to be an act of conversion and the Lessor will not be liable for any loss or damage caused by such removal or storage.

(c) Any costs incurred by the Lessor in the removal and storage of the contents pursuant to clause 37.4(a) shall be paid by the Lessee to the Lessor upon demand in writing by the Lessor.

37.5 Holding Over

(a) If the Lessor permits the Lessee to continue to occupy the Demised Premises after the expiration of the Term (otherwise than pursuant to the exercise of any option period) or if the Lessor converts the Term under clause 37.3(a)(iii), then the Lessee will be considered to hold the Demised Premises as a monthly tenant only.

(b) The rental payable by the Lessee for any period during which the Lessee holds over as a monthly tenant as provided in clause 37.5(a) will be a monthly rental equal to the monthly instalments on account of the Rent payable under the Lease at the date of expiration of the Term and that rental will be payable monthly in advance.

(c) The amount and rate of rental for the monthly tenancy may be reviewed whenever the Lessor determines it appropriate in the Lessor's absolute discretion and any provision in this Lease relating to a mechanism for the calculation of or any limitation on or right of review of any rental will not apply in the circumstances of this clause.

(d) The remaining terms and conditions applicable to the monthly tenancies referred to in clause 37.5(a) will be the terms and conditions of the Lease so far as they can be applied to a monthly tenancy.

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38. INTEREST ON OVERDUE MONIES

38.1 The Lessee must pay to the Lessor interest at the Default Rate on:

- (a) any Rent or other monies due by the Lessee to the Lessor remaining unpaid for seven days from the due date for payment; and
- (b) any judgement from the date of such judgement until the same shall be satisfied.

38.2 Rent or other monies falling due for payment but unpaid as a result of consecutive breaches of the same covenant shall bear interest at the rate applicable to the Rent or other monies which were due and unpaid on the breach of the covenant which first occurred.

38.3 The interest shall:

- (a) accrue from day to day;
- (b) be capitalised on the last day of each month;
- (c) be payable on the first day of each month where an amount arose in the preceding month or months;
- (d) be computed from the due date for payment of the Rent or other monies until payment of such Rent or other monies in full; and
- (e) be recoverable in the same manner as Rent in arrears.

39. DETERMINATION OF TERM

39.1 Lessee to Yield Up

The Lessee must at the expiration or earlier determination of the Term yield up the Demised Premises in the order and in the condition required by clause 8 of the Lease.

39.2 Removal of Signs

- (a) On the expiration or earlier determination of the Lease, the Lessee must, at the Lessee's expense, remove all signs, paintings and markings and restore the Demised Premises to its former condition.
- (b) The Lessee must also remove all signs, paintings and markings from the exterior of the Building, from the Common Areas and from any other areas where they may have been installed.
- (c) If the Lessee fails to comply with clauses 39.2(a) and 39.2(b) to the reasonable satisfaction of the Lessor with seven (7) days of determination of the Lease, then the Lessor may without notice to the Lessee carry out and complete that work and recover the cost of it from the Lessee as a liquidated sum.

39.3 Removal of Lessee's Goods

The Lessee may, if not having breached the terms of the Lease, during the last fourteen (14) days of the Term and must if so required by the Lessor on the expiration or earlier determination of the Lease, remove all the Lessee's Goods from the Demised Premises.

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39.4 Lessee not to Cause Damage

- (a) The Lessee must not cause or contribute to any damage to the Demised Premises or the Building in the removal of the Lessee's Goods.
- (b) If the Lessee does cause or contribute to damage to the Demised Premises or Building in the removal of the Lessee's Goods then the Lessee must immediately make good that damage.
- (c) The Lessee must leave the Demised Premises in a clean state and condition.
- (d) If the Lessee does not leave the Demised Premises undamaged and in a clean state and condition then the Lessor may make good the damage and clean the Demised Premises at the cost of and as agent for the Lessee and recover from the Lessee all such costs as a liquidated debt payable on demand.

39.5 Failure by the Lessee to Remove Lessee's Goods

If the Lessee fails to remove the Lessee's Goods as required by clause 39.3 or if the Lessor re-enters the Demised Premises pursuant to clause 37.3(a)(ii) the Lessor may at the Lessor's option:

- (a) remove any of the Lessee's Goods and store them in a manner that the Lessor thinks fit in the Lessor's absolute discretion and at the cost of the Lessee; or
- (b) treat the Lessee's Goods as if the Lessee has abandoned the Lessee's interest in them and they have become the property of the Lessor and the Lessor may then deal with them in such manner as the Lessor thinks fit (including sale) without being liable in any way to account to the Lessee for them or any proceeds from their sale.

39.6 Lessee to Indemnify Lessor

The Lessee agrees to:

- (a) indemnify the Lessor in respect of the removal and storage of the Lessee's Goods and also for all claims which the Lessor may be subject to at the suit of any person other than the Lessee claiming an interest in the Lessee's Goods by reason of the Lessor acting pursuant to clause 39.5;
- (b) pay to the Lessor as a liquidated debt payable on demand any costs incurred by the Lessor in acting under clause 48.5 which will include any excess of costs over monies received by the Lessor in disposal of the Lessee's Goods pursuant to the Lessor's rights contained in clause 39.5.

39.7 Prior Breaches

The determination of the Lease will not prejudice or affect any rights or remedies of the Lessor against the Lessee on account of any prior breaches of the Lease by the Lessee.

40. POWER OF ATTORNEY**40.1 The Lessee irrevocably from the Commencement Date:**

- (a) nominates and appoints the Lessor, the Lessor's officers and the Lessor's nominees severally to be the lawful attorneys of the Lessee to act at any time after the power to determine the Lease has been exercised to:

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- (i) execute a transfer of the Lease;
- (ii) execute a surrender of the Lease; or
- (iii) execute a withdrawal of any caveat lodged to record the Lessee's interest in the Lease;

and produce and register any of those documents and for that purpose to use the name of the Lessee and generally to do anything relating to the Demised Premises as fully and effectually as the Lessee could do;

- (b) covenants for the Lessee and the Lessee's successors and assigns to ratify and confirm whatever any of the attorneys or any substitute or nominee as referred to in paragraph 40.1(a) lawfully do or cause to be done relating to the Demised Premises;
- (c) authorises the Lessor as the Lessee's attorney to sign all documents and do all acts and things as may be necessary to de-register any business or trade name which the Lessee is no longer by the terms of the Lease permitted to use; and
- (d) authorises the Lessor as the Lessee's attorney to substitute as the Lessee's attorney the purchaser (and the nominated officers of that purchaser) of the reversion of the Lease.

40.2 A statutory declaration by the Lessor will be sufficient proof that the Lease has been determined for the purpose of clause 40.1 and the Registrar of Titles is authorised to act on that statutory declaration and accept it as sufficient evidence of the determination of the Lease.

SECTION VI – GENERAL

41. COSTS

41.1 Costs of Lease

The Lessor and the Lessee will each bear their own fees and costs of and incidental to the negotiation, drafting, engrossment, execution and stamping of the Lease. The Lessor will also pay all stamp duty assessed and all registration, survey and mortgagee's consent fees.

41.2 Legal Fees

If the Lessor not being in default under the Lease is made a party to any litigation commenced by or against the Lessee (other than litigation directly between the Lessor and Lessee) which arises directly or indirectly out of the Lessee's occupancy of the Demised Premises, then the Lessee will pay to the Lessor on demand all legal fees and costs (as between solicitor and own client) incurred by the Lessor as a result.

42. MISCELLANEOUS

42.1 Notices

- (a) Any notice or demand in writing required to be given by either party to the other party will be sufficiently served if:
 - (i) personally served on or left addressed to the other party at the address of that other party specified in the Reference Schedule;

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- (ii) sent by facsimile machine to the other party's facsimile machine specified in the Reference Schedule; or
 - (iii) sent by pre-paid security post addressed to the other party at the address of that other party specified in the Reference Schedule.
- (b) Each party will immediately provide the other party with full written particulars of the address and facsimile information of that party and of any Guarantor and will immediately update the other party with those particulars if they change.

42.2 Moratorium Negatived

Any Statute, proclamation, order, regulation or moratorium present or future will not apply to the Lease so as to in any way prejudicially affect or extinguish any of the Lessor's rights, powers or remedies unless the application of it is mandatory.

42.3 Entire Agreement

- (a) The Lessor and Lessee agree and acknowledge that the terms of the Lease and any consent in writing given pursuant to any of the provisions of the Lease constitute their entire agreement and take precedence over and exclude to the extent of any inconsistency or omission, any correspondence or other agreement or discussions between them.
- (b) Any representation which may have been made by the Lessor or the Lessor's servants or agents concerning the Demised Premises is not an implied term of the Lease, and does not form the subject matter of a separate agreement subsidiary to or collateral to the Lease.
- (c) The Lessee acknowledges that the Lessee has not been induced to accept the Lease by any representation oral or otherwise made by or on behalf of the Lessor or the Lessor's servants or agents which is not included in the Lease.

43. TERMINATION

Either party may terminate this lease by giving ninety (90) days written notice to the other party.

44. WINTON SHIRE COUNCIL TOURISM DEVELOPMENT OFFICER

- 44.1 The Lessor reserves the right to occupy one (1) room of the Building for the purposes of its Tourism Development Officer.
- 44.2 If the right referred to in clause 44.1 is not exercised prior to the commencement of this Lease, then the Lessor must give the Lessee twenty-eight (28) days written notice of the Lessor's intention to exercise the right.
- 44.3 If the Lessor exercises the right referred to in clause 44.1, then the Lessee's Outgoings Proportion referred to in Item 3 of the Reference Schedule is reduced by the proportion the area of the room occupied by the Lessor under clause 44.1 bears to the total area of the Building.
- 44.4 Notwithstanding any other provision of this Lease, the Lessee permits the Lessor to have the right to pass and re-pass through the Building for the purpose of having access to the room referred to in clause 44.1.

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45. DISPUTE RESOLUTION

- 45.1 Subject to the provisions of this Lease, any dispute arising out of or in connection with this Lease (a "Dispute") must be dealt with in accordance with this clause.
- 45.2 (a) The parties must first refer the Dispute to mediation by a Queensland Law Society Approved Mediator agreed by the parties or failing agreement appointed by the President of the Society on the terms of the standard mediation agreement approved by the Queensland Law Society.
- (b) The reference to mediation commences when any party gives written notice to the other specifying the Dispute and requiring its resolution under this clause.
- (c) Any information or documents obtained as part of the reference under this sub-clause must not be used for any purpose other than the settlement of the Dispute under this clause.
- 45.3 If the Dispute is not resolved within twenty-one (21) days of the commencement of the reference under this clause either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.
- 45.4 Any mediation under this clause will be held at offices in the town or city in Item 6 nominated by the Queensland Law Society unless the parties otherwise agree.
- 45.5 Each party must continue to perform this Lease notwithstanding the existence of a Dispute or any proceedings under this clause.
- 45.6 (a) Unless a party has complied with the mediation procedure provided for in this clause for resolution of disputes that Party may not commence court proceedings relating to any Dispute, except where that party seeks urgent interlocutory relief.
- (b) Where a party fails to comply with the mediation procedure provided for in this clause any party in dispute with the party so failing to comply with this clause need not comply with this clause before commencing court proceedings relating to the Dispute.

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THE SKETCH PLAN

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Dated May 22, 2003

13.3 SALE OF LAND - LOT 1/SP335296, 21-25 OONDOOROO STREET WINTON**File Number:** 198153**Author:** Louise Knol, Chief Executive Officer**Authoriser:** Louise Knol, Chief Executive Officer**Attachments:** 1. Rates Notice - 21-25 Oondooroo Street Winton QLD.pdf**Meeting Date:** 20 November 2025**Corporate and Operational Plan Consideration**

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
5 - Making It Happen	Governance	Chief Executive Officer	Management and oversight of Council assets.

Budget Reference: Disposal will remove ongoing costs associated with holding this asset.**SUMMARY**

Council undertakes periodic reviews of its property portfolio to ensure land and built assets are aligned with operational needs, community service requirements, and long-term strategic objectives. As part of this process, the subject parcel of land has been identified as surplus to Council's current and foreseeable requirements.

The proposed sale of Lot 1/SP335296 at 21-25 Oondooroo Street Winton through an Expression of Interest process aligns with Council's commitment to prudent asset management, ensuring that under-utilised or non-essential assets do not impose ongoing maintenance, compliance, or opportunity costs. Divestment of surplus land supports efficient use of resources and enables reinvestment into priority infrastructure, assets, services, and community outcomes.

This report is presented in accordance with the *Local Government Act 2009* and the *Local Government Regulation 2012*, which require Council to manage assets responsibly, achieve value for money, and ensure transparency in decision-making relating to the disposal of valuable non-current assets. The recommended approach reflects sound contracting principles, probity, and the need to act in the best interests of the Winton community.

RECOMMENDATION

1. That Council receive the report.
2. That Council
 - (a) Declare the land described as Lot 1/SP335396, 21-25 Oondooroo Street Winton surplus to operational and strategic requirements;
 - (b) Approve the disposal of the land in accordance with the *Local Government Regulation 2012*;
 - (c) Endorse the sale of the land via Expression of Interest with relevant criteria including mandatory criteria that the proposed use of the land must not be residential;

- (d) Note that an internal Evaluation Panel will assess all submissions received through the Expression of Interest process, and that Panel will be convened by the Chief Executive Officer;
- (e) Require that a further report be presented to Council outlining the evaluation outcomes and recommending the preferred disposal option prior to any sale proceeding; and
- (f) Note prior actions and resolutions referenced below and note that this matter is being progressed in alignment with Resolution 22.04.07–
 - (i) Resolution Numbers 21.08.29 and 21.08.30 that the land be disposed of by auction
 - (ii) Further resolutions in 2022 are 22.04.03 rescinding the resolution for sale by auction and 22.04.07 that the land be sold by Expression of Interest
 - (iii) The land was publicly offered by Expression of Interest commencing July 2022 and this did not eventuate in a sale.

REPORT

Council undertakes routine reviews of its property portfolio to ensure assets are aligned with organisational needs and long-term community outcomes. Through this process, the subject parcel of land being Lot 1/SP335296 21-25 Oondooroo Street Winton has been assessed as surplus to requirements. The proposed disposal via Expression of Interest reflects Council's commitment to prudent asset management, ensuring resources are allocated efficiently and that under-utilised assets do not incur unnecessary holding, maintenance or opportunity costs. The divestment will allow Council to reinvest proceeds into priority infrastructure/assets.

The following map has been taken from Queensland Globe:



The Expression of Interest will include criteria outlined below. These criteria may be amended but will include the stated Mandatory Criteria.

Mandatory Criteria

Non-Residential Use Requirement

- Proposed use of the land must not be residential, including but not limited to:
 - permanent residential development
 - short-term accommodation
 - temporary housing or worker accommodation
 - relocatable homes, cabins, or caravans for residential purposes
- Council will not consider submissions that propose any form of residential use.

Consistency with Zoning and Planning Scheme

- Proposed use must comply with current zoning and the Winton Shire Planning Scheme (or include a clear pathway for a permissible development application consistent with Council's economic and community objectives).

Demonstrated Capacity to Deliver

- The Proponent must demonstrate capacity, experience, and financial capability to undertake the proposed development or use within a reasonable timeframe.

Compliance with Regulatory or Legislative Requirements

- The proposed use must comply with any regulatory or legislative requirements.

Preferred Criteria

While not mandatory, Council will prioritise proposals that:

- Support economic development such as commercial, tourism, agricultural, cultural, or light industrial uses.
- Deliver community benefit, including activation of under-utilised land or provision of new services.
- Create local employment, business growth, or increased visitation.
- Align with Council's strategic planning documents, including the Corporate Plan and Economic Development Strategy.
- Provide a realistic delivery timeframe and demonstrate readiness to progress.

Assessment Process

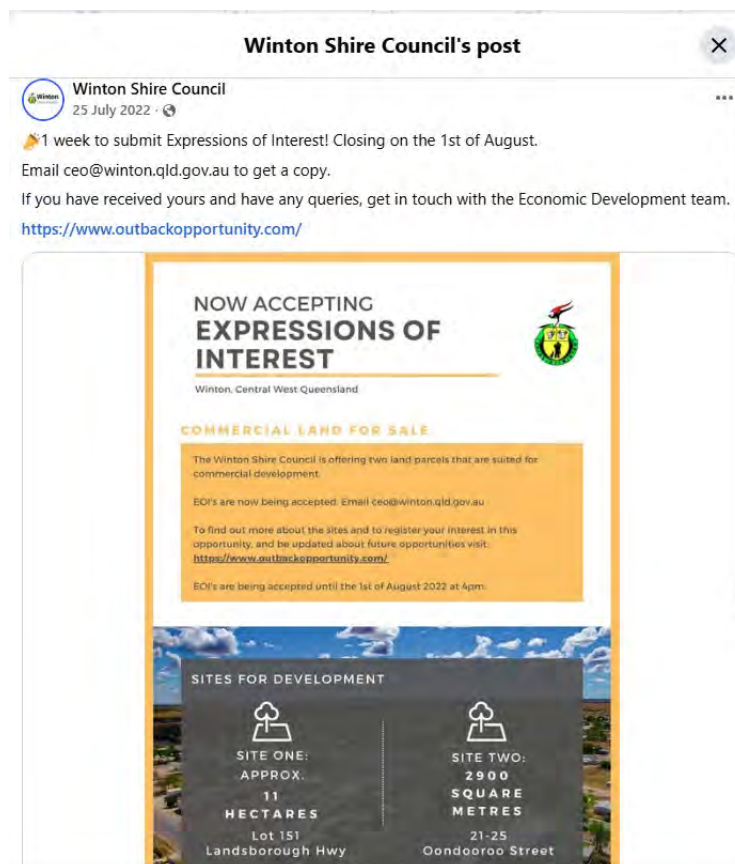
Submissions will be assessed against the mandatory and preferred criteria by an Evaluation Panel. Only proposals that meet all mandatory criteria — including the prohibition on residential uses — will proceed to detailed evaluation.

Prior Resolutions of Council

Searches of Council records have provided that this matter was presented to the Ordinary Meeting of Council on 19 August 2021. At that meeting, inter alia, it was resolved that the property was declared surplus to Council's requirements and that the property be sold by auction (Resolution Numbers 21.08.29 and 21.08.230). Further resolutions in 2022 are 22.04.03 rescinding the resolution for sale by auction and 22.04.07 that the land be sold by Expression of Interest. Council undertook a public Expression of Interest process commencing in July 2022 (Facebook post below) but that did not eventuate in a sale of the land.

Given the passing of time and the changing market conditions, this matter is again put before Council. The recommendations put forward for Council's consideration are in accordance with the approach in 2022.

The Expression of Interest provides for Council to have a considered approach to ensure that a sale will be in accordance with Council's preferred use for the site in accordance with the Mandatory and Preferred Criteria outlined above.



RISK MANAGEMENT

Council's risk management approach ensures probity, fairness, and defensible outcomes aligned with corporate governance standards and is considered Risk Level Medium 7 in accordance with the Winton Shire Council Risk Assessment Tool.



REPRINT

RATE NOTICE / TAX INVOICE

WINTON SHIRE COUNCIL
PO BOX 288
WINTON QLD 4735

OICE	FOR THE PERIOD 01-07-2025 TO 31-12-2025
ASSESSMENT NO.:	00101-00000-000
PAYMENT REFERENCE:	10001204
DATE OF ISSUE:	04-09-2025
DUE DATE:	03-10-2025
VALUATION:	\$0
VALUATION DATE:	30-06-2014
AREA:	2911.000000m ²
RATE GROUP:	1
FIRE CATEGORY:	4

Property Location and Description
21-25 OONDOOROO STREET, WINTON QLD 4735
L1 SP335296

6903/2220/0

DESCRIPTION	UNITS	RATE/CHARGE	AMOUNT
First Pedestal	1	315.00	315.00
Second Pedestal	1	238.00	238.00
Allowable Water Usage Charge	6	82.00	492.00
Commercial Garbage - 1 Collection	1	233.00	233.00
Water Infrastructure Charge	6	23.00	138.00
Emergency Mgt Fire & Rescue 4 D	1	305.80	305.80
TOTAL RATES and CHARGES			1,721.80
Discount from this notice if paid by 03-10-2025			-212.40
NET payable if paid by 03-10-2025			1,509.40
This Invoice contains GST of \$0.00			
DISCOUNT WILL BE ALLOWED IF PAID BY	DUE DATE	DISCOUNT	NET PAYABLE
	03-10-2025	212.40	1,509.40

INTEREST WILL ACCRUE 60 DAYS FROM YOUR NOTICE DATE OF ISSUE ON ANY BALANCES.



Biller Code: 406959
Ref: 10001204

LOUISE KNOL
CHIEF EXECUTIVE OFFICER

(ATTACH THIS PORTION TO YOUR REMITTANCE)

ASSESSMENT NO.	00101-00000-000
NAME	WINTON SHIRE COUNCIL
NET AMOUNT DUE	1,509.40
DUE DATE	03-10-2025
PAYMENT REFERENCE	10001204

IF RECEIPT REQUIRED
PLEASE TICK BOX ☐

Please note hereunder any change of address

NAME.....

NEW ADDRESS.....

.....

.....

SIGNATURE _____

13.4 2026 WINTON SHIRE COUNCIL ORDINARY MEETING DATES**File Number:** 197245**Author:** Kirby Reents, Executive Assistant to Mayor and CEO**Authoriser:** Louise Knol, Chief Executive Officer**Attachments:** Nil**Meeting Date:** 20 November 2025**Corporate and Operational Plan Consideration**

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
5 - Making It Happen	Governance	Chief Executive Officer	Meeting legislative requirements

Budget Reference: Not Applicable – Statutory Requirement**SUMMARY**

In accordance with Section 254B of the *Local Government Regulation 2012*, the Ordinary Meeting dates of the Winton Shire Council for 2026 are required to be established and advertised. The dates of meetings can be modified provided sufficient advertising is undertaken prior to the relevant meeting being undertaken.

The dates scheduled are the third Thursday of the month commencing at 8.00am and to be held in the Winton Shire Council Board Room.

RECOMMENDATION

1. THAT the report be received.
2. THAT Council adopt the following Ordinary Meeting dates for 2026 and provide public notice of these dates in accordance with Section 254B of the *Local Government Regulation 2012*: 15 January, 19 February, 19 March, 16 April 2026, 21 May 2026, 18 June, 16 July, 20 August, 17 September, 15 October, 19 November and 17 December.

REPORT

In accordance with Section 254B of the *Local Government Regulation 2012*, the Ordinary Meetings of the Winton Shire Council for 2026 are scheduled to be held on the following dates:

- 15 January 2026
- 19 February 2026
- 19 March 2026
- 16 April 2026
- 21 May 2026
- 18 June 2026
- 16 July 2026
- 20 August 2026
- 17 September 2026
- 15 October 2026
- 19 November 2026
- 17 December 2026

All Ordinary Meetings of Winton Shire Council are held in the Board Room, Winton Shire Council, 75 Vindex Street, Winton. The meetings are scheduled to commence at 8.00am.

RISK MANAGEMENT

The risk associated with setting the Ordinary Meeting dates for 2025 has been assessed as Insignificant (Consequence) and Unlikely (Likelihood) giving an overall assessment as **Low 2**.

As the setting and publishing of the Ordinary Council Meeting dates each year is a legislative requirement, the only risk to Council is a failure to meet this requirement.

13.5 DA - MCU - 34 WERNA STREET - (WSC 25-02)**File Number:** 197392**Author:** Kirby Reents, Executive Assistant to Mayor and CEO**Authoriser:** Louise Knol, Chief Executive Officer**Attachments:** 1. Assessment Report - Recommendation and Conditions - WSC 25-02.pdf**Meeting Date:** 20 November 2025**Corporate and Operational Plan Consideration**

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
3 - Securing Our Future	Liveability	Chief Executive Officer	Identify opportunity to increase the liveability of current and future residents

Budget Reference: N/A**SUMMARY**

On 16 October 2025, Council received a properly made development application on land located at 34 Werna Street, Winton Lot 2/SP181892 seeking a development permit for Material Change of Use: "Dwelling House".

The building, originally constructed in 1912 as the Winton Methodist Church and more recently used as the Winton Youth Centre, is currently vacant. The applicants propose to reuse the existing structure as a residence, with all essential services (water, sewerage, electricity) already connected. The site is located within the Township Zone – Commercial Precinct under the Winton Shire Council Planning Scheme 2020.

The application has been assessed in accordance with the *Planning Act 2016*, *Planning Regulation 2017*, and the Winton Shire Council Planning Scheme 2020. The assessment found that the proposed development achieves, or can be conditioned to achieve, all relevant performance and acceptable outcomes of the General Development Code. No submissions or state referrals were required.

*CHTP File Ref: WIN342***RECOMMENDATION**

1. That the report be received
2. That Council approve the Development Application for Material Change of Use for a "Dwelling House" at 34 Werna Street Winton Lot 2/SP181892, subject to the reasonable and relevant planning conditions outlined in Attachment A October 2025 Report provided by Campbell Higginson Town Planning Pty Ltd Reference 441_WIN342.

REPORT

For full details of the assessment, including the planning considerations, site context, and the complete list of recommended conditions, please refer to the attached Development Assessment Report and its appendices.

A summary of the components of the proposed development as submitted is outlined in the table below:

SUMMARY OF PROPOSAL		
Proposed Uses As Defined:	"Dwelling House"	
Specific Details of Proposal:	Reuse of existing building	
Site Cover:	Existing building	22.5 m x 7.5 m (approx.) 177 sq m
	Site Cover	19.3 %
Building Height (max):	Existing Building	4.8 m
Access:	Existing vehicle crossover to Werna Street	
Setback clearances (approx.):	<ul style="list-style-type: none"> - Northern boundary 5.5 m - Southern boundary 5.5 m - Eastern boundary 1.5 m - Werna Street setback 11.0 m 	
Landscaping:	Along Werna Street frontage	
Car Parking:	One car parking space	
Stormwater:	Existing collection and discharge to be retained.	
Infrastructure: Water	Existing connection to the Council reticulated water supply network to be retained.	
Infrastructure: Sewerage	Existing connection to the Council reticulated sewerage network to be retained.	
Infrastructure: Electricity	Existing connection to the reticulated electricity supply to be retained.	

RISK MANAGEMENT

The risk management approach in this assessment is to ensure that all foreseeable risks are addressed through compliance with planning codes and enforceable conditions. The overall risk is considered low, provided the applicant complies with the recommended conditions.



Campbell Higginson
Town Planning

Director: Colin Higginson

Brisbane Office:

346 Waterworks Road
PO Box 692
ASHGROVE QLD 4060

Phone: (07) 3366 1700

Email: chp@bigpond.com

DEVELOPMENT ASSESSMENT REPORT

**PREPARED FOR:
WINTON SHIRE COUNCIL**

DEVELOPMENT APPLICATION:

Development Permit:

**Material Change of Use for:
“Dwelling House”**

**APPLICANTS:
MANDY AND STEVEN MERCER**

**34 WERNA STREET
WINTON QLD 4735**

Lot 2 SP181892

CHTP Reference: 441_WIN342

OCTOBER 2025

Campbell Higginson Town Planning Pty Ltd (Inc. in QLD) ABN 34 099 506 895

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
MCU – "DWELLING HOUSE" (WSC25-02)

DEVELOPMENT ASSESSMENT REPORT

SUMMARY OF APPLICATION	
Council File Reference:	WSC 25-02
Proposal:	Development Permit for — Material Change of Use: "Dwelling House"
Applicant:	Mandy and Steven Mercer
Street Address:	34 Werna Street Winton Qld 4735
Property Description:	Lot 2 SP181892
Properly Made Date:	16 October 2025
Assessment Type:	(Winton Shire Council Planning Scheme 2020) Material Change of Use: Pursuant to Table 4.4.1 – Township Zone (Commercial Precinct) Code Assessment "Dwelling House"
Information Request:	Not applicable
Properly Made Submissions:	Not applicable.
State Referral Agencies:	Not applicable
Recommendation:	Application be approved with conditions as reasonable and relevant.

1. PROPOSAL

On 16 October 2025, Council received a properly made development application on land located at 34 Werna Street, Winton, seeking a development permit for Material Change of Use: "Dwelling House".

The proposed development comprises use of the existing building on the subject site which was constructed in 1912 as the Winton Methodist Church with the associated Parsonage located on its norther side.

CHTP File Ref: WIN342

OCTOBER 2025



Methodist Church and Parsonage – Winton – 2017 (State Library)

Ownership of the Church site was transferred to the Winton Shire Council in October 1987, and the building was used as the Winton Youth Centre until the new Youth Centre was opened at the Eric Lenton Memorial Recreation Ground in April 2025. The current owners, Mandy Jane Mercer and Steven Adrian Mercer purchased the premises on 15 September 2025.

Currently, the building is vacant with no existing use rights or development approvals for the use of the building.

The applicants are seeking development approval for the use of the building as a “dwelling house”, pending determination of their preferred future use of the building, at which time the necessary development application for material change of use would be lodged.

(Refer Figure 1 – Site Plan, and Attachment B – Plan)

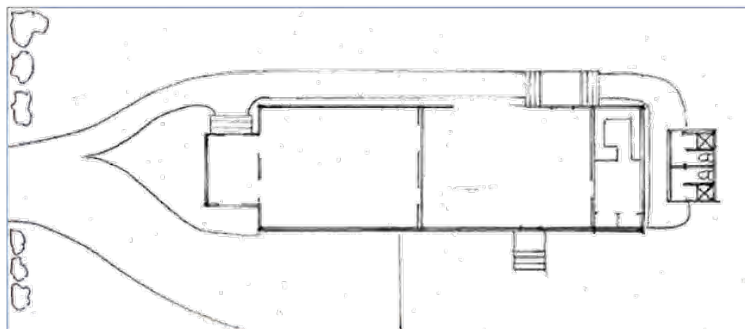


Figure 1 – Site Plan (Extract from Attachment B – Plan)

A summary of the components of the proposed development, as submitted, is outlined in the following table.

SUMMARY OF PROPOSAL		
Proposed Uses As Defined:	"Dwelling House"	
Specific Details of Proposal:	Reuse of existing building	
Site Cover:	Existing building	22.5 m x 7.5 m (approx.) 177 sq m
	Site Cover	19.3 %
Building Height (max):	Existing Building	4.8 m
Access:	Existing vehicle crossover to Werna Street	
Setback clearances (approx.):	- Northern boundary	5.5 m
	- Southern boundary	5.5 m
	- Eastern boundary	1.5 m
	- Werna Street setback	11.0 m
Landscaping:	Along Werna Street frontage	
Car Parking:	One car parking space	
Stormwater:	Existing collection and discharge to be retained.	
Infrastructure: Water	Existing connection to the Council reticulated water supply network to be retained.	
Infrastructure: Sewerage	Existing connection to the Council reticulated sewerage network to be retained.	
Infrastructure: Electricity	Existing connection to the reticulated electricity supply to be retained.	

2. SITE DETAILS

Survey Plan SP181892 was registered on 7 November 2005. The subject site, Lot 2 SP181892, is freehold, in the ownership of Mandy Jane Mercer and Steven Adrian Mercer (registered 15 September 2025).

(Refer Figure 2 – Subject Site.)



Figure 2 – Subject Site (Qld Globe)

Lot 2 SP181892 has an area of 919 sq m with frontages of 20.117 m to Werna Street and 45.68 m to unnamed lane on the southern side. The subject site is located within the Council reticulated water supply and sewerage networks and the reticulated electricity network.

Adjoining uses include:

- | | |
|--|---------------|
| - Detached dwelling (previously parsonage) | northern side |
| - State Emergency Service Depot | eastern side |
| - Winton Shire Council Chambers and Hall | southern side |
| - Residential uses (across Werna Street) | western side |

With reference to the Winton Shire Council Planning Scheme 2020, the subject site is included in the Township Zone – Commercial Precinct. (Refer Figure 3 – Subject Site Zoning).

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
MCU - "DWELLING HOUSE" (WSC25-02)

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Figure 3 – Subject Site Zoning (Map ZM-2)

3. ASSESSMENT

The development application has been processed and assessed in accordance with the requirements of the *Planning Act 2016* (PAct), the *Planning Regulation 2017* (PReg) and the *Development Assessment Rules*.

Code Assessment

Pursuant to section 45(3) of the PAct, code assessment must be carried out only against:

- (a) the assessment benchmarks in a relevant categorising instrument for the development; and
- (b) any applicable matters prescribed by regulation.

In relation to section 45(3)(a) of the PAct, the assessment benchmarks comprise the assessment benchmarks for the development in:

Pursuant to sections 26(1) and (2) of the PReg –

- (i) Schedules 9 and 10 of the Regulation;
 - (ii) Central West Regional Plan (February 2009), if the Plan is not identified as appropriately integrated in the Planning Scheme;
 - (iii) State Planning Policy (July 2017), Part E, if Part E is not identified as appropriately integrated in the Planning Scheme;
- and
- (iv) Winton Shire Council Planning Scheme 2020.

In relation to section 45(3)(b) of the PAct, the code assessment must be carried out having regard to the matters stated in schedules 9 and 10 of the Regulation for the development. (Section 27(1)(a) of the PReg)

3.1 State Assessment

1. Schedules 9 and 10 of PReg

Schedule 9

Schedule 9 relates to building work under the Building Act and is therefore not relevant to the development

Schedule 10

Referral of the development application to the State Assessment and Referral Agency is not required.

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
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2. Central West Regional Plan (February 2009)

The Planning Minister has identified that the Winton Shire Council Planning Scheme appropriately advances the Central West Regional Plan. Therefore, separate assessment of the development application against the Regional Plan is not required.

3. State Planning Policy (July 2017) – Part E

The State Planning Policy is appropriately integrated in the Planning Scheme. Therefore, separate assessment of the development application against the Policy is not required.

3.2 Winton Shire Council Planning Scheme 2020

Material Change of Use

Pursuant to the Winton Shire Council Planning Scheme the proposed development is:

- defined as "Dwelling House"
- located within the Township Zone – Commercial Precinct.

With reference to Table 4.4.1 – Township Zone

- "Dwelling House" is assessable development – Code Assessment (if located in the Commercial Precinct)

The relevant assessment benchmark is:

- General Development Code – Section 6.2.1.

General Development Code – Section 6.2.1

Assessment Benchmark – General Development Code – Table 6.2.2.1

The following is an assessment of the proposed development in respect of the relevant Performance Outcomes and Acceptable Outcomes:

Performance Outcomes	Acceptable Outcomes	Assessment
PO1 The scale of new buildings and facilities suits its site and its surroundings.	AO1 New buildings cover less than the following percentage of site area: <ul style="list-style-type: none"> • Township Zone (where not in a precinct) - 50%; • Township Zone (Commercial Precinct) - 90%; • Township Zone (Industrial Precinct) - 40%; • Rural Residential Zone - 10% • Recreation and Open Space Zone – 10%; and • Rural Zone – no acceptable outcome prescribed. 	<i>Not Relevant</i> The proposed development is for the reuse of the existing building. (Note: Site cover is 19.3%.)
PO2 Setbacks for buildings and structures for the front, side and rear are in keeping with other nearby buildings.	AO2.1 Setbacks are to meet the Building Code of Australia requirements (including any variations as per the	<i>Not Relevant</i> The proposed development is for the reuse of the existing

Performance Outcomes	Acceptable Outcomes	Assessment
	Queensland Development Code). A02.2 Setbacks are to allow for off street parking and vehicle movement, and in the Commercial precinct, off street parking is located at the rear of buildings to allow for easy vehicle movement and access.	<i>building.</i>
P03 Landscaping is provided to improve the presentation of the property – including, wherever possible, keeping existing trees that provide good shade.	A03.1 Except in the Commercial precinct and the Rural zone, a minimum of 10% of the total area for new buildings and facilities is landscaped. A03.2 In all areas, keep, or provide and maintain, shade trees and shrubs on the site – not just grass and shrubs.	<i>Complies (A03.1 and A03.2) Landscaping is proposed along the Werna Street frontage.</i>
Building Design		
P04 Building height is similar to the other buildings in town and around the Winton Shire.	A04 New buildings are less than the following heights: <ul style="list-style-type: none"> - Township Zone (Commercial Precinct) – 2 storeys or 8.5m above ground level; - Township Zone (Industrial Precinct) – 15m above ground level; - Rural residential zone – 8.5m above ground level; - Recreation and Open Space Zone – 8.5m above ground level; and - Rural Zone – no acceptable outcome provided. 	<i>Not Relevant The proposed development is for the reuse of the existing building.</i>
P05 New buildings have a similar look and feel to any surrounding buildings and look like they belong in the local area.	A05.1 Except in the Commercial precinct and Industrial precinct, new buildings should include at least 3 of the following: <ul style="list-style-type: none"> - verandas or porches; - awnings and shade structures; - variations to the roof and building lines; - recesses and projections of the external facade; - doors and window openings; - a range of building materials, colours and textures matching or complementing those prevailing in neighbouring buildings; or - windows or other design features which overlook the street to allow for passive surveillance. A05.2	<i>Not Relevant The proposed development is for the reuse of the existing building.</i>

Performance Outcomes	Acceptable Outcomes	Assessment
	In the Commercial precinct, new buildings will: <ul style="list-style-type: none"> provide for tenancies fronting the street provide an awning over the full width of the footpath at the ground storey, a minimum of 65% of building frontage is provided as predominantly transparent windows or glazed doors and a maximum of 35% as solid façade. 	
PO6 New buildings include design features which allow for passive surveillance of the streetscape and measures that increase the safety of the neighbourhood.		<i>Not Relevant</i> The proposed development is for the reuse of the existing building.
Dual Occupancy and Multiple Dwelling		
PO7	AO7.1 AO7.2	<i>Not Relevant</i> (PO7 and AO7.1 and AO7.2) The proposed development is not for Dual Occupancy or Multiple Dwelling.
Additional uses on the same site (Ancillary uses)		
PO8 In areas other than the Rural zone, additional buildings such as sheds, which support or do not dominate the purpose of the main building/s are reasonable in size and function.	AO8 In areas other than the Rural zone, ancillary buildings are not more than 10% of the floor area of the main building/s on the premises.	<i>Not Relevant</i> The proposed development is for the reuse of the existing building. (no ancillary uses)
Traffic, access, manoeuvring and parking		
PO9 Expected increases in traffic volume are properly managed and mitigated.	AO9.1 Local transport and traffic design standards/local laws are met. PO9.2 Development makes sure that: <ul style="list-style-type: none"> local and residential roads are used only for local traffic; and traffic or freight movement on local and residential roads is avoided. 	<i>Not Relevant</i> The proposed development is for the reuse of the existing building as a dwelling house.
PO10 Sufficient parking spaces are provided for the use.	AO10.1 Car parking is provided as per the rates in Table 6.2.2.2 AO10.2 On-street parking is maintained.	
PO11 Vehicle access and movement is: <ul style="list-style-type: none"> easy and safe; 	AO11.1 Car parking and manoeuvring areas are designed to comply with:	

Performance Outcomes	Acceptable Outcomes	Assessment
<ul style="list-style-type: none"> does not create problems for the external road network; and provides safe pedestrian access – this includes access for people with a disability. 	<ul style="list-style-type: none"> AS2890.1 – Parking Facilities; and Austroads Publication AP-G34-13 – Austroads Design Vehicles and Turning Path Templates. <p>AO11.2 Avoid conflict with obstacles which may obstruct parking – e.g. manholes, power poles, vegetation, bus stops, gully pits and other obstacles.</p> <p>AO11.3 Vehicle crossovers are to be designed as per Figures 1 or 2 below.</p> <p>AO11.4 The minimum distance between a driveway and an intersection connecting to another street is 6m, and driveway access is provided from the quietest/smallest road frontage available.</p>	
Off-site Impacts		
<p>PO12 Development avoids air, light and noise pollution which impacts the surrounding occupants, environment and streetscape.</p>	<p>AO12.1 Industrial and commercial activity adhere to air, light and noise pollution requirements.</p> <p>AO12.2 New buildings and facilities include measures to reduce the impacts of air, light and noise pollution if situated along busy roads and/or near areas of industrial and/or commercial activity – such as sound dampening in walls, or acoustic barriers.</p>	<p><u>Not Relevant</u> The proposed development is for the reuse of the existing building as a dwelling house.</p>
Infrastructure and Services		
<p>PO13 Suitable connections to power and telecommunications are provided.</p>	<p>AO13 Telecommunications and power supplies are designed to meet provider requirements.</p>	<p><u>Complies</u> The subject site is connected to power and telecommunications</p>
<p>PO14 Adequate supply of potable water is provided to the premises, and new buildings are designed to be able to appropriately treat and dispose of effluent and other waste water.</p>	<p>AO14.1 In the Township zone, all new buildings are connected to Winton Shire Council's reticulated water supply network in accordance with:</p> <ul style="list-style-type: none"> Water Services Association of Australia (WSAA), 2011, "WSA 03-11 Water Supply Code of Australia" Version 3.1; and Queensland Department of Energy and Water Supply, 2010, Planning Guidelines for Water Supply and Sewerage. <p>AO14.2 In the Recreation and Open Space</p>	<p><u>Complies</u> The subject site is connected to the Council reticulated water supply and sewerage systems.</p>

Performance Outcomes	Acceptable Outcomes	Assessment
	<p>zone, Rural Residential zone and Rural zone, a potable water supply is provided.</p> <p>AO14.3 In the Township zone, all new buildings and facilities are connected to a reticulated sewerage network, where available.</p> <p>AO14.4 In the Recreation and Open Space zone, Rural Residential zone and Rural zone, or in the Township zone where a reticulated sewerage network is not available, sewage disposal is provided generally in accordance with the Queensland Plumbing and Wastewater Code.</p>	
<p>PO15 Stormwater is collected and discharged to ensure no impacts on adjoining land, or Council or State infrastructure, while also ensuring environmental values of receiving waters are maintained.</p>	<p>AO15 Stormwater drainage is provided in accordance with:</p> <ul style="list-style-type: none"> Queensland urban drainage manual, 3rd Edition, Queensland Department of Energy and Water Supply, 2013; and Pilgrim, DH, (ed), Australian Rainfall & Runoff – A Guide to Flood Estimation, Institution of Engineers, Australia, Barton, ACT, 1987. 	<p><u>Complies</u> Existing stormwater collection and discharge from the subject site will be retained.</p>
Council assets		
<p>PO16 Council infrastructure is protected from encroachment or interference.</p>	<p>AO16.1 All building proposals are clear of Council easements and underground infrastructure within site boundaries.</p> <p>AO16.2 All invert crossing(s) and driveways are clear of all gully pits, street lights, power poles and other infrastructure located within the road reserve with a minimum separation distance of 1 metre.</p>	<p><u>Complies</u> The subject site does not contain any Council easements or underground infrastructure.</p> <p><u>Complies</u> The proposed access crossover is clear of all infrastructure.</p>
Development located in a Bushfire Prone Area		
<p>PO17 PO18 PO19 PO20</p>	<p>AO18.1 AO18.2 AO19.1 AO20.1 AO20.2</p>	<p><u>Not Relevant</u> The subject site is not in a Bushfire Prone Area.</p>
Development located in a Flood Hazard Area		
<p>PO21</p>	<p>AO21.1 AO21.2</p>	<p><u>Not Relevant</u> The subject site is not in a</p>

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
MCU – “DWELLING HOUSE” (WSC25-02)

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Performance Outcomes	Acceptable Outcomes	Assessment
PO22	AO21.3 AO21.4 AO21.5 AO21.6 AO22	<i>Flood Hazard Area</i>
Stock Route Network		
PO23	AO23.1 AO23.2	<i>Not Relevant</i> <i>The subject site is not adjacent to or in the proximity of the Stock Route Network.</i>
Local heritage places		
PO24	AO24.1 AO24.2	<i>Not Relevant</i> <i>The subject site is not in the proximity of a Local Heritage Place.</i>
Biodiversity		
PO25	AO25	<i>Not Relevant</i> <i>The subject site is not in the proximity of an area of Biodiversity.</i>
Airports and Aviation facilities		
PO26	AO26.1 AO27.2 (sic)	<i>Not Relevant</i> <i>The subject site is not in the proximity of Airports or Aviation Facilities.</i>

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
MCU – “DWELLING HOUSE” (WSC25-02)

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4. RECOMMENDATION

The assessment has identified the proposed development being for material change of use for “Dwelling House”:

Achieves the relevant Performance Outcomes and Acceptable Outcomes, or can be conditioned to achieve the Outcomes, of the General Development Code (Section 6.2.1 of the Planning Scheme).

Recommendation

For the reasons as set out above, it is recommended the development application for material change of use for “Dwelling House” be approved, subject to reasonable and relevant planning conditions, as set out in Attachment A, which reflect and accord generally with the application as made.

Campbell Higginson Town Planning

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
MCU - "DWELLING HOUSE" (WSC25-02)

Attachment A

RECOMMENDED CONDITIONS OF DEVELOPMENT APPROVAL

Assessment Manager Conditions

Council File Reference: WSC 25-02

Attachment A – Conditions**Part A – Assessment Manager Conditions**

NO.	CONDITION	TIMING
Approved Use		
1.	Approval is granted for the purpose of Material Change of Use for: "Dwelling House".	At all times while the use continues.
Approved Plan		
2.	The development shall be undertaken generally in accordance with the approved plan, listed within this development approval, and with the common material for the development application.	At all times while the use continues.
Property Access and Driveways		
3.	A two-way, residential vehicle access crossover, from the subject site to Werna Street, shall be provided, as indicated on the approved plan.	At all times while the use continues.
Landscaping		
4.	Existing landscaping within the subject site shall be retained, and shall be supplemented with a landscaping strip, having a minimum width of 2.0 m, along the frontage to Werna Street, planted with additional trees, shrubs and groundcovers.	At all times while the use continues.
Stormwater Drainage and Discharge		
5.	The subject site shall be adequately drained, and all stormwater shall be directed to a legal point(s) of discharge.	At all times while the use continues.
Water Supply		
6.	The existing connection from the subject site to Council's reticulated water supply system shall be retained and ungraded as required.	At all times while the use continues.
Effluent Disposal		
7.	The existing connection from the subject site to Council's reticulated sewerage system shall be retained and ungraded as required.	At all times while the use continues.
Electricity Services		
8.	The subject site shall be connected to the reticulated electricity supply in accordance with relevant standards required by the service providers.	At all times while the use continues.
Lighting		
9.	Lighting of the subject site, including any security lighting, shall meet dark-sky standards, including compliance with Winton Shire Council "Dark Sky Lighting Policy", and shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the subject site at any property boundary. All lighting shall be directed or shielded so as to ensure that no glare directly affects nearby properties or the operational safety of Werna Street.	At all times while the use continues.

Council File Reference: WSC 25-02

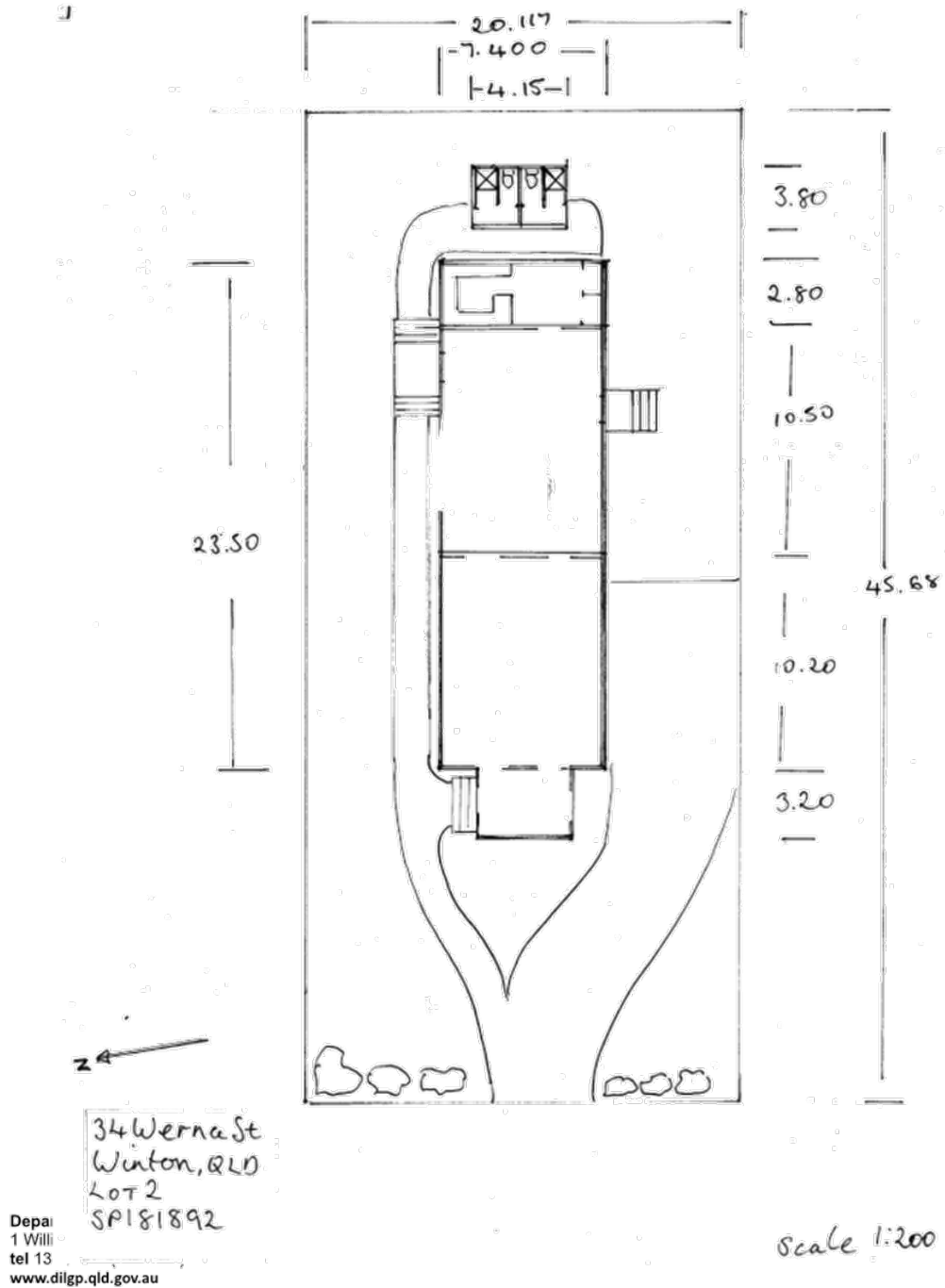
	Car Parking	
10.	One (1) car parking space shall be provided on-site.	At all times while the use continues.
	Refuse	
11.	Provision shall be made for the on-site collection of general refuse in covered waste containers with a capacity sufficient for the use. Waste containers shall be maintained in a clean and tidy state and shall be emptied and the waste removed from the site on a regular basis.	At all times while the use continues.
	Cost of Works and Services	
12.	The cost of carrying out works and providing services to the subject site, as required by the conditions of approval, shall be at the expense of the applicant and at no cost to the local government.	

DEVELOPMENT ASSESSMENT REPORT – WINTON SHIRE COUNCIL
MCU - "DWELLING HOUSE" (WSC25-02)

Attachment B

PLAN

No.	Title	Prepared By	Date	Reference	Rev.
Material Change of Use:					
1.	Site Plan	Mandy Mercer	--	--	--



13.6 INFORMATION TECHNOLOGY POLICY AND CLOSED CIRCUIT TELEVISION (CCTV) POLICY**File Number:** 197989**Author:** Linda Gingborn, Executive Manager Corporate Services**Authoriser:** Louise Knol, Chief Executive Officer**Attachments:**
1. Draft Information Technology Policy WSC-IT-POL-001 2025-11.pdf
2. Draft Closed Circuit Television (CCTV) Policy WSC-IT-POL-004 2025-11.pdf**Meeting Date:** 20 November 2025**Corporate and Operational Plan Consideration**

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
5 - Making It Happen	IT & Technology	Executive Manager Corporate Services	Information Technology

Budget Reference: NIL**SUMMARY**

This report presents the amended IT Policy and the new CCTV Policy for adoption by Council.

RECOMMENDATION

That the report be received

1. THAT the WSC-IT-POL-001 Information Technology policy be adopted
2. THAT the WSC-IT-POL-004 Closed Circuit Television (CCTV) Policy be adopted.

REPORT

The Information Technology Policy was last reviewed in December 2021. Following a comprehensive review, the policy has now been updated to reflect current best practices and address emerging technology needs within Council operations.

In addition, the Closed Circuit Television (CCTV) Policy has been developed as a new policy. This policy aims to enhance public safety and reinforce community trust in Council's management of CCTV systems. It establishes clear guidelines for the operation, monitoring, and governance of all CCTV devices managed by Winton Shire Council, including those utilised by Local Laws Officers. The policy is designed to ensure compliance with relevant legislation and uphold privacy standards.

A supporting CCTV procedure is currently in development and will provide detailed internal guidelines to accompany this policy.

RISK MANAGEMENT

The risk associated with adopting these two policies has been assessed as Insignificant (Consequence) and Unlikely (Likelihood) giving an overall assessment as **Low 2.**

WINTON SHIRE COUNCIL



Information Technology POLICY

Policy Version 2.0

Category: Management

Adopted: November 2025



Phone 07 4657 2666
Address PO Box 288, Winton, QLD, 4735

WSC-IT-POL-001 2025-11

1

WINTON SHIRE COUNCIL

Information Technology Policy & Procedure

Purpose

This policy sets out how Winton Shire Council's information technology resources are to be used and protected. It establishes clear expectations for staff behaviour, while ensuring Council systems remain secure, reliable, and available to support operations and community services.

Scope

This policy applies to all Councillors, employees, contractors, volunteers, and third parties who use Council IT systems, data, or devices, whether on Council premises or remotely.

Definitions

Term	Definition
CEO	The person appointed to the position of Chief Executive Officer under the Local Government Act 2009, and anyone acting in that position.
Council	Winton Shire Council
Employee	Includes any person employed by Council and persons providing services to or on behalf of Council, including Elected members.
Email	A service that enables people to exchange document or material in an electronic format.
Hack	To gain access into another's computer system or files by illegal or unauthorised means.
Information Technology (IT)	An umbrella term covering websites, technology, applications, or tools that enable an exchange of dialogue between organisations, communities and individuals. IT may include but is not limited to: <ul style="list-style-type: none"> Computers – desktop and laptops Mobile devices – phones and tablets Internet – corporate and public, physical and wireless Software – email, content creation
Internet	A global research, information and communication network providing services such as access to information, file transfer and electronic mail.
Material	Includes data, information, text, graphics, animations, speech, videos, photos, maps and music or other sounds, accessible electronically, including any combination or selection of any of these.
Standard Operating Environment (SOE)	Refers to the specific combination of computer hardware and software configuration on Council computers.



Phone 07 4657 2666
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WSC-IT-POL-001 2025-11

11

WINTON SHIRE COUNCIL

Policy Statement

Winton Shire Council is conscious of the need to handle Council information in a way that promotes and maintains the public's trust and confidence in the integrity of Council whilst maintaining privacy and confidentiality under the corresponding legislative Act's.

Council holds information about a range of matters relating to Council business and information relating to private individuals and commercial entities. Council acknowledges that to minimise risks to the Council and residents, Council must manage all IT devices in a way to preserve the privacy and confidentiality of information held by Council to the fullest extent possible.

Responsible Use

Council provides IT resources for business purposes. Limited personal use is permitted, provided it does not interfere with work duties, create additional cost, or breach this policy. Users must act lawfully, ethically, and in line with Council's Code of Conduct. Council may monitor IT systems to protect its assets, and users should have no expectation of privacy.

Security & Access

Access to Council systems is provided on the principle of least privilege – meaning users are only granted the minimum level of access require to perform their duties. All access is based on business need and may be withdrawn at any time. Users are responsible for protecting their accounts and devices. Passwords must be at least eight characters long, unique, and never shared. Multi-factor authentication (MFA) must be used wherever supported. Devices must be locked when unattended and kept up to date with security patches. Any loss or theft of equipment must be reported immediately.

Authorised Systems & Records

Council information must only be stored and managed in authorised Council systems. Staff must not store Council data in personal cloud accounts (e.g. Google Drive, Dropbox) or sign Council up for third-party platforms without IT and management approval.

All information created or received in the course of Council business is a public record and must be managed in accordance with the Public Records Act 2002, Information Privacy Act 2009, and Council's Records Management Policy.

Cybersecurity

Council aligns its practices with the Australian Cyber Security Centre's Essential Eight and the NIST Cybersecurity Framework. This means Council actively patches systems, restricts administrative privileges, backs up data, and uses MFA. While the IT team manages technical controls, users play a vital role by reporting suspicious emails, avoiding unapproved software, and promptly raising any security concerns.

Artificial Intelligence

Council supports the responsible use of Artificial Intelligence (AI) to improve productivity and services. AI tools must comply with Council's data governance requirements, including ensuring that data is stored in Australia. Microsoft Copilot is the approved platform for general language models. Other AI platforms may only be used with explicit IT and executive approval.

Access & Equipment Care

Access to Council's systems will only be granted once the appropriate access request has been authorised.

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WSC-IT-POL-001 2025-11



WINTON SHIRE COUNCIL

Council IT equipment remains Council property. Employees are responsible for the care of their issued equipment and must report any damage immediately to IT. All devices must be returned when employment ends.

Council-issued mobile devices are provided for business purposes only. Personal use is not permitted, and employees may be held responsible for any excess charges, including those incurred during periods of leave.

Users should be aware that Council data and email messages, even if marked confidential, may be disclosed in legal proceedings, information access requests, or as required by law.

Copyright & Intellectual Property

The copyright of artistic, literary, dramatic, or musical works created by Council employees in the course of their duties is owned by Council, unless otherwise agreed.

Employees must not create, copy, or distribute unauthorised copies of Council data, information, or intellectual property for non-Council purposes. Staff must comply with the Copyright Act 1968 and other intellectual property laws. Most materials on the internet, including text, graphics, and sound, are protected by copyright and cannot be used without permission. Breaches may result in disciplinary action and legal liability.

Device Procurement & Security

All IT devices must be purchased through Council's procurement process and must pass through the IT department before being issued. The IT department will register devices, apply baseline security controls, and ensure they are ready for safe use. Devices must not be altered or reconfigured without IT approval.

Compliance

Failure to comply with this policy may result in disciplinary action and, where unlawful activity is involved, referral to law enforcement. Exceptions to this policy must be approved by the Chief Executive Officer or delegate.

Communication

- Councillors and all Council employees will have access to this policy.
- Councillors and all Council employees will be provided with opportunities to be involved in the review of this policy.
- Council employees will be provided with information from this policy at the time of employment and orientation.
- Changes/amendments made to this Policy document will be communicated to all Councillors and Council employees.

Enforcement

Non-compliance with this policy could place Council in breach of both the **Local Government Act 2009** and/or the **Information Privacy Act 2009**. It is important to note that non-compliance with this policy/procedure by an individual could lead to personal liability and/or criminal prosecution.

The failure of any Council employee to comply with this policy in its entirety may lead to:

- Refresher or further training,
- Performance management, or
- Modification or termination of employment.

Related Council Documentation

- Code of Conduct for Employees

Phone 07 4657 2666
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WSC-IT-POL-001 2025-11



WINTON SHIRE COUNCIL

- Councillor Code of Conduct
- Social Media Policy
- Cyberbullying Policy
- Privacy and Confidentiality Policy

Legislation, recognised Authorities and other sources

- Local Government Act 2009
- Local Government Regulation 2012
- Copyright Act 1968 (Federal)
- Right to Information Act 2009
- Information Privacy Act 2009
- Crime and Corruption Act 2001
- Human Rights Act 2019
- Invasion of Privacy Act 1971
- Office of the Information Commissioner

CEO Discretion

Where applicable, the CEO can apply their discretion as to the enforcement of the requirements outlined in this policy and any requests for variations to this policy.

Review of Policy

This policy remains in force until amended or repealed by resolution of Council. This document will be reviewed biannually or as required.

Record of amendments and adoptions

Date	Version	Reason for amendment	Date adopted by Council & Resolution Number
November 2021	1.0	Preparation for Council Adoption	17 December 2021
November 2025	2.0	Updates to the policy to align with new legislation	



Phone 07 4657 2666
Address PO Box 288, Winton, QLD, 4735

WSC-IT-POL-001 2025-11



WINTON SHIRE COUNCIL



Closed Circuit Television (CCTV) POLICY

Policy Version 1.0

Category: Management

Adopted: November 2025



Phone 07 4657 2666
Address PO Box 288, Winton, QLD, 4735

WSC-IT-POL-004 2025-11

1

WINTON SHIRE COUNCIL

Closed Circuit Television (CCTV) Policy

Purpose

This policy governs the use of CCTV systems, including body-worn cameras, to enhance public safety, protect Council assets, and support law enforcement.

Scope

Applies to all CCTV systems operated by Winton Shire Council, including fixed and body-worn devices used by Local Laws Officers.

Definitions

Term	Definition
CEO	The person appointed to the position of Chief Executive Officer under the Local Government Act 2009, and anyone acting in that position.
Council	Winton Shire Council
Employee	Includes any person employed by Council and persons providing services to or on behalf of Council, including Elected members.
CCTV	Closed Circuit Television – a system used for surveillance purposes, including fixed and body-worn cameras operated by Council.
Footage	Recorded video content captured by CCTV systems.
Personal and Private Information (PPI)	Information that identifies or could reasonably identify an individual, including images, behaviours, or other personal data captured by CCTV.
Disclosure Log	A record maintained by Council detailing authorised access to CCTV footage, including requester details, date/time, reason, and footage provided.
Authorised Staff	Council employees who have been granted permission to access CCTV systems and footage in accordance with this policy.



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WINTON SHIRE COUNCIL

Policy Statement

Winton Shire Council recognises the importance of managing surveillance systems in a manner that upholds public trust, protects individual privacy, and supports community safety. The Council is committed to ensuring that all CCTV systems, including body-worn cameras, are operated transparently, ethically, and in accordance with applicable legislation. Surveillance activities will be conducted in a way that respects the privacy of individuals while enabling the Council to fulfil its responsibilities in maintaining public safety and protecting Council assets. The accompanying CCTV Procedure document will contain procedural steps guided by the principles and parameters set out in this Policy to ensure lawful, effective, and transparent operation of surveillance systems.

Privacy and Personal Information

CCTV may capture Personal and Private Information (PPI) during normal operations. All footage is managed in accordance with privacy legislation and Council policy.

Access and Disclosure

Access is restricted to authorised staff.

- Footage may be provided to law enforcement upon written request to the CEO.
- Applications to view footage are assessed at the CEO's discretion.
- Redaction of footage is not available.
- All disclosures are logged, including requester details, date/time, reason, and footage provided.
- Disclosed footage is retained per Queensland State Archives and applicable legislation.

Signage and Public Awareness

Clear signage is displayed in surveillance areas. A public notice is maintained on the Council website, including information on how to lodge complaints regarding CCTV use.

Complaints

Complaints regarding CCTV operations may be submitted via the Council website and will be handled in accordance with Council's complaints management framework.

Public Consultation

Prior to installation of new CCTV systems, Winton Shire Council will undertake public consultation to ensure transparency and community engagement.

Camera Placement Restrictions

CCTV cameras will not be installed in locations where there is a reasonable expectation of privacy. This includes, but is not limited to, public toilets, change rooms, bathrooms, and shower facilities. Cameras must not be positioned to face into private residences or other private property. All cameras will be placed in clearly visible locations and accompanied by appropriate signage to notify individuals of surveillance.

Roles and Responsibilities

Authorised staff are responsible for ensuring compliance with this policy and relevant legislation.



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WINTON SHIRE COUNCIL

Related Council Documentation

- Information Technology Policy
- Complaints Management Policy
- Records Management Policy
- Cyberbullying Policy
- Privacy Policy

Legislation, recognised Authorities and other sources

- *Local Government Act 2009*
- *Local Government Regulation 2012*
- *Security Providers Act 2001*
- *Right to Information Act 2009*
- *Information Privacy Act 2009*
- *Crime and Corruption Act 2001*
- *Human Rights Act 2019*
- *Invasion of Privacy Act 1971*
- Office of the Information Commissioner
- Queensland State Archives
- Queensland Government CCTV Guidelines 2004
- Australian Standard AS4806.1 – CCTV Management and Operation
- Australian Standard AS4806.2 – CCTV Application Guidelines

CEO Discretion

Where applicable, the CEO can apply their discretion as to the enforcement of the requirements outlined in this policy and any requests for variations to this policy.

Review of Policy

This policy remains in force until amended or repealed by resolution of Council. This document will be reviewed biannually or as required.

Record of amendments and adoptions

Date	Version	Reason for amendment	Date adopted by Council & Resolution Number
November 2025	1.0	Preparation for Council Adoption	



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13.7 PRIVACY POLICY, PRIVACY MANAGEMENT PLAN, AND DATA BREACH RESPONSE PLAN**File Number:** 197994**Author:** Linda Gingborn, Executive Manager Corporate Services**Authoriser:** Louise Knol, Chief Executive Officer

Attachments:

1. Draft Privacy Policy WSC-GOV-POL-002 2025-11.pdf
2. Draft Privacy Management Plan WSC-GOV-PLN-002 2025-11.pdf
3. Draft Data Breach Response Plan WSC-GOV-PLN-003 2025-11.pdf

Meeting Date: 20 November 2025**Corporate and Operational Plan Consideration**

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
5 - Making It Happen	Governance	Executive Manager Corporate Services	Governance/Human Resources

Budget Reference: NIL**SUMMARY**

This report presents the amended Privacy Policy, the new Privacy Management Plan and the new Data Breach Response Plan for adoption by Council.

RECOMMENDATION

That the report be received

1. THAT the WSC-GOV-POL-002 Privacy Policy be adopted
2. THAT the WSC-GOV-PLN-002 Privacy Management Plan be adopted.
3. THAT the WSC-GOV-PLN-003 Data Breach Response Plan be adopted.

REPORT

The Privacy Policy was last reviewed in December 2024. Following legislative changes—specifically, the replacement of the Privacy Act 2009 with IPOLA 2023, effective from 1 July 2025—the policy has been comprehensively reviewed and updated to ensure alignment with the new requirements. To support this policy, the Privacy Management Plan has been developed, providing an overarching framework for privacy governance.

In addition, Council is required to implement a Data Breach Response Plan by June 2026. The Data Breach Response Plan has been prepared in conjunction with the revised Privacy Policy and the new Privacy Management Plan, ensuring a coordinated approach to privacy and data protection.

RISK MANAGEMENT

The risk associated with adopting this policy and two plans has been assessed as Insignificant (Consequence) and Unlikely (Likelihood) giving an overall assessment as **Low 2.**

WINTON SHIRE COUNCIL



Privacy POLICY

Policy Version 3.0

Category: Statutory

Adopted: November 2025



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WSC-GOV-POL-002 2025-11

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WINTON SHIRE COUNCIL

Policy Statement

Winton Shire Council (Council) is committed to protecting the privacy of individuals by ensuring that personal information is collected, stored, used, and disclosed in accordance with the *Information Privacy Act 2009* (Qld), as amended by the *Information Privacy and Other Legislation Amendment Act 2023* (IPOLA).

This policy outlines Council's obligations, and affirms Council's commitment to transparency, accountability, and continuous improvement in managing personal information.

Council recognises the importance of maintaining public trust and confidence in its handling of personal information and will ensure strong governance, training, and systems are in place to ensure compliance with government legislation and regulatory requirements.

Purpose and Scope

This policy outlines how Council manages personal information in accordance with the Queensland Privacy Principles (QPPs) and directives outlined in IPOLA. It applies to all Council employees, contractors, volunteers, and elected representatives who collect, access, use, or disclose personal information in the course of their duties.

This policy pertains to all personal information held by Council, whether in hard copy or electronic form, and includes information collected via Council websites, social media platforms, and customer service channels. It also applies to third-party service providers engaged by Council.

Definitions

Term	Definitions
Council	Winton Shire Council
Chief Executive Officer (CEO)	The highest-ranking executive in an organisation, responsible for making major decisions, managing overall operations, and setting the company's strategic direction.
Employees	Individuals employed by Winton Shire Council under a formal employment agreement, including full-time, part-time, casual, and temporary staff. For the purposes of this policy, "employees" may also refer to contractors, volunteers, and elected representatives when they are acting in an official capacity on behalf of Council and handling personal information.
Personal Information	Information or an opinion, whether true or not, about an individual whose identity is apparent or can reasonably be ascertained.
Affected Individual	A person whose personal information is involved in an eligible data breach.
Eligible Data Breach	A data breach that is likely to result in serious harm to one or more individuals.
Queensland Privacy Principles (QPP)	A set of 13 principles introduced under the Information Privacy Act 2009 (as amended by IPOLA) that govern how Queensland public sector agencies collect, store, use, and disclose personal information.
QPP Code	A code of practice approved by the Minister that provides guidance on how to comply with the QPPs.



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QPP Guidelines	Guidelines issued by the Information Commissioner to assist agencies in interpreting and applying the QPPs.
Pseudonymity and Anonymity	The right of individuals to interact with the Council without identifying themselves, where lawful and practicable.
Information Privacy and Other Legislation Amendment Act 2023 (IPOLA)	A Queensland law that updates privacy and information access legislation. It introduces the Queensland Privacy Principles (QPPs), a mandatory data breach notification scheme, and changes to how access and amendment requests are handled under the Right to Information Act.
Mandatory Data Breach Notification (MDBN)	A legal requirement for agencies to notify affected individuals and the Information Commissioner when a data breach is likely to cause serious harm.
Information Commissioner	The independent statutory officer responsible for overseeing privacy and right to information laws in Queensland, including monitoring compliance, handling complaints, and providing guidance to agencies.

Policy Objectives

This policy aims to:

- Ensure Winton Shire Council complies with the *Information Privacy Act 2009 (Qld)* and the *Information Privacy and Other Legislation Amendment Act 2023 (IPOLA)*.
- Promote a consistent and transparent approach to the collection, use, storage, and disclosure of personal information across all Council operations.
- Embed the Queensland Privacy Principles (QPPs) into Council's governance framework and operational practices.
- Safeguard the privacy rights of individuals by implementing systems, staff training, and accountability measures.
- Provide clear guidance to Council officers, contractors, volunteers, and elected representatives on their responsibilities in managing personal information.
- Establish processes for responding to privacy complaints, data breaches, and requests for access or amendment of personal information.

Queensland Privacy Principles (QPPs)

The 13 QPPs provide a framework that Council follows when managing personal information in accordance with legislative requirements. Each of the principles covers a different aspect of Information Privacy.

Council will implement procedures and systems to ensure compliance with each of these principles.

QPP	Name of Principle	Details
1	Open and transparent management of personal information	Agencies must manage personal information in an open and transparent way, including having a clear and accessible privacy policy.
2	Anonymity and pseudonymity	Individuals must have the option to remain anonymous or use a pseudonym where lawful and practicable.
3	Collection of solicited personal information	Personal information must be collected by lawful and fair means and only when necessary for agency functions.

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4	Dealing with unsolicited personal information	Agencies must assess unsolicited personal information and destroy or de-identify it if not required.
5	Notification of the collection of personal information	Agencies must inform individuals about the collection of their personal information, including the purpose and how it will be used.
6	Use or disclosure of personal information	Personal information must only be used or disclosed for the purpose it was collected, unless an exception applies.
7	Direct marketing	Agencies must not use personal information for direct marketing unless specific conditions are met.
8	Cross-border disclosure of personal information	Agencies must ensure that personal information sent outside Australia is protected by similar privacy standards.
9	Adoption, use or disclosure of government-related identifiers	Agencies must not adopt, use, or disclose government-related identifiers unless permitted by law.
10	Quality of personal information	Agencies must take reasonable steps to ensure personal information is accurate, complete, and up to date.
11	Security of personal information	Agencies must protect personal information from misuse, interference, loss, and unauthorised access or disclosure.
12	Access to personal information	Individuals have the right to access their personal information held by an agency, subject to exceptions.
13	Correction of personal information	Agencies must correct personal information if it is inaccurate, out of date, incomplete, irrelevant, or misleading.

Collection, Use and Disclosure

Council collects personal information only where it is necessary for its functions and activities. Information is collected directly from individuals wherever possible and may include name, contact details, property information, and service usage.

Council will notify individuals of the purpose of collection and any third parties where the information may be disclosed. Use and disclosure of personal information will be limited to the purpose for which it was collected, unless otherwise authorised by law or with the individual's consent.

Type of information collected	Purpose	Use	Disclosure
Drivers Licence	Hiring of Council buses.	To verify eligibility and identity for bus hire.	May be disclosed to relevant Council staff managing bus hire.
Queensland Pensioner Concession Card / Department of	Dog Registration discount, Rates rebates.	To confirm eligibility for discounts/rebates.	May be disclosed to relevant Council staff processing discounts/rebates.

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Veterans Affairs Repatriation Card			
Banking information	Payment refunds, reimbursements or to pay an invoice.	To process financial transactions.	May be disclosed to financial institutions for payment processing.
Address	Accurate records to mail information to.	To send correspondence, notices, or information.	May be disclosed to postal services for mail delivery.
Email address	To send out information, updates, or respond to enquiries.	To communicate with individuals regarding Council services, notifications, or updates.	May be disclosed to third-party service providers for communication purposes (e.g., email platforms).
Phone Number	To contact individuals quickly if needed, including for service updates or emergencies.	To contact individuals for Council business, notifications, or emergencies.	May be disclosed to third-party service providers for communication purposes (e.g., SMS platforms).
Photographs	To identify individuals, record events, or promote Council activities (with consent).	For identification, event documentation, or promotional materials.	May be disclosed in Council publications, website, or social media (with consent or as permitted by law).
Health information	To make sure Council can provide services that meet the needs or to support the health and safety of individuals.	To provide relevant Council services (e.g., community programs, accessibility support).	May be disclosed to health service providers or as required by law.
CCTV footage (surveillance images/video)	To ensure the safety and security of Council premises, staff, and public.	For security monitoring, incident investigation and compliance with legal obligations.	May be disclosed to law enforcement or regulatory authorities as required by law.

These practices are guided by the *Information Privacy Act 2009* (Qld) and the *Information Privacy and Other Legislation Amendment Act 2023 (IPOLA)* and are aligned with the Queensland Privacy Principles (QPPs) which govern the lawful collection, notification, use and disclosure of personal information.

Storage and Security

Council has protocols to ensure that personal information collected is secure.



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WINTON SHIRE COUNCIL

To control access or disclosure of personal information, there are physical, electronic and management processes in place to safeguard and secure personal information and protect it from misuse, interference, loss and unauthorised access, modification, and disclosure.

It is not possible to guarantee the security of any information that is transmitted to or by Council over the Internet. The transmission and exchange of information is carried out at the person's risk.

Privacy Protocols

To safeguard personal information and ensure compliance with the *Information Privacy Act 2009* (Qld) and *IPOLA 2023*, Council applies the following storage and handling protocols:

- **Storage Systems:** Personal information is stored securely within Council's approved electronic records management systems and protected network drives. Physical records are kept in locked cabinets within restricted access areas.
- **CCTV Footage:** Surveillance footage is stored securely on Council-managed systems with access restricted to authorised personnel only. Footage is retained for a defined period in accordance with Council's Records Management Policy and is only accessed or disclosed for legitimate purposes, such as incident investigation or as required by law.
- **Access Controls:** Access to personal information is role-based and monitored. Staff must not store personal data on personal devices, removable media, or in email inboxes.
- **Retention and Disposal:** All personal information is retained in accordance with the *Public Records Act 2002* and disposed of securely following Council's Document Management Policy.
- **Third-Party Systems:** Where external platforms are used (e.g., cloud services or contractor systems), Council ensures privacy clauses are in place and systems meet Queensland Government security standards.
- **Audit and Monitoring:** Council's IT team conducts regular audits to ensure compliance with data protection protocols and to identify potential vulnerabilities.

Mandatory Data Breach Notification

In accordance with IPOLA, Council will notify the Office of the Information Commissioner (OIC) and affected individuals of any eligible data breach.

An eligible data breach occurs when there is unauthorised access to, or disclosure of, personal information, or loss of information in circumstances where unauthorised access or disclosure is likely, and the breach is likely to result in serious harm.

Council will maintain a Data Breach Response Plan which outlines how Council will respond when there is a data breach. Council will also ensure staff are trained to identify and respond to breaches promptly.

Roles and Responsibilities

Winton Shire Council

- Council is responsible for ensuring compliance with the *Information Privacy Act 2009* (Qld) and the *Information Privacy and Other Legislation Amendment Act 2023* (IPOLA).
- Council will maintain a Privacy Management Plan and implement procedures aligned with the Queensland Privacy Principles (QPPs), including mandatory data breach notification and access/amendment rights.

Chief Executive Officer (CEO)



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- The CEO is accountable for the overall implementation of this policy. The CEO is responsible for reporting any data breaches to Council and regulators, including the OIC as required by IPOLA.
- With support from the Governance Officer and IT Administrator, the CEO oversees the development and maintenance of systems, training programs, and governance frameworks that support privacy compliance.

Managers and Supervisors

- All managers and supervisors are responsible for ensuring that appropriate systems, controls and training are in place to support compliance with the QPPs.
- Managers and supervisors are responsible for ensuring all employees are using Council systems appropriately.
- Managers and supervisors are required to support staff in responding to privacy-related enquiries, complaints and data breach incidents.

All Council Staff, Contractors, Volunteers and Elected Representatives

- All staff, contractors, volunteers and elected representatives are responsible for protecting the personal information in their control and complying with Council's privacy procedures.
- All employees are required to complete privacy training and follow correct procedures for collecting, using, storing and disclosing personal information.
- Employees are required to report any suspected breaches or privacy concerns in accordance with the Data Breach Response Plan and Data Breach Report Form in writing to the Governance Officer.

Training and Awareness

Council will provide regular training to staff on privacy obligations, including induction training for new employees and refresher training for existing staff.

The Prepare-for-IPOLA-workbook will be used to assess and identify areas for improvement.

Privacy awareness information and updates will be provided to ensure ongoing compliance and cultural alignment.

Access and Amendment

Individuals have the right to request access to their personal information held by Council and to request correction if the information is inaccurate, incomplete, or out of date.

From 1 July 2025, all access and amendment applications will be processed under the Right to Information Act 2009.

Requests must be made in writing and will be assessed in accordance with legislative requirements and Council procedures.

Complaints and Enquiries

Individuals are welcome to make enquires to Council about or to change details of their personal information. Enquiries should be made in writing, and individuals should follow the instructions provided on the Council website regarding Right to Information.

Individuals who believe their privacy has been breached may lodge a complaint with the Council. Complaints can be made anonymously or by using a pseudonym but depending on the nature of the complaint, Council may not be able to action a complaint and/or provide a response without a person's identity.

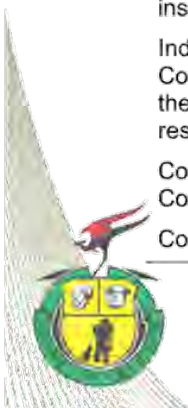
Complaints should be made in writing and will be handled in accordance with the Council's Complaints Management Policy.

Complaints can be lodged with Council the following ways:

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- Online via the Winton Shire Council website (through the 'Contact' tab) [Website](#)
- Complaints form that can be downloaded from the Council website or collected from the Main Office at 75 Vindex Street, Winton.
- Email complaints@winton.qld.gov.au
- Mail to PO Box 288, Winton Qld, 4735
- In person
- Over the phone.

Council aims to respond to and follow up on all complaints in a timely and fair manner, providing all parties with clear and transparent communication.

If the individual is not satisfied with the outcome, they may escalate the matter to the Office of the Information Commissioner Queensland.

The OIC can be contacted via email or mail:

- Email complaints@oic.qld.gov.au
- Post Office of the Information Commissioner
PO Box 10143 Adelaide Street
BRISBANE QLD 4001

Communication

- This policy will be published on the Council website.
- The Governance Officer will communicate to all staff information regarding this policy and relevant updates.
- All Council Employees, contractors, volunteers and elected representatives will be provided access to this policy and all updates.

Related Council Documentation

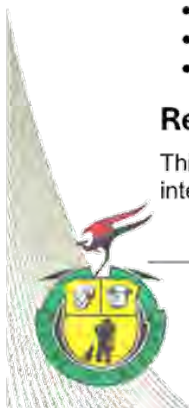
- Data Breach Response Plan
- Complaints Management Policy
- Prepare for IPOLA workbook
- Confidentiality and Privacy Policy and Procedures (Little Swaggies) WSC-LSC-POL-003
- Client Privacy and Confidentiality Policy (Community Services) WSC-HSQF-POL-012
- Privacy and Confidentiality Policy WSC-CCS-POL-002
- Information Technology Policy
- Data Breach Reporting Form
- Privacy Management Plan

Legislation, Recognised Authorities and Other Sources

- *Information Privacy and Other Legislation Amendment Act 2023*
- *Information Privacy Act 2009*
- Office of the Information Commissioner
- *Public Records Act 2023*
- *Privacy Act 1988 (Cth)*
- *Australian Privacy Principles*
- *Right to Information Act 2023*

Review of Policy

This policy will be reviewed every two years or earlier if required by legislative changes or internal reviews.



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Record of Amendments and Adoptions

Date	Version	Reason	Date Adopted
	3.0	Changes to Legislation and new Privacy laws.	

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WINTON SHIRE COUNCIL



Privacy Management PLAN

Policy Version 1.0

Category: Statutory

Adopted: November 2025



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WINTON SHIRE COUNCIL

Introduction

This Privacy Management Plan outlines how Winton Shire Council ensures ongoing compliance with the *Information Privacy Act 2009* (Qld) and the *Information Privacy and Other Legislation Amendment Act 2023* (IPOLA). This plan compliments the Winton Shire Council Privacy Policy and related documents including the Data Breach Response Plan and Complaints Management Policy.

Definitions

Term	Definition
Council	Winton Shire Council
Chief Executive Officer (CEO)	The highest-ranking executive in an organisation, responsible for making major decisions, managing overall operations, and setting the company's strategic direction.
Governance Officer	Oversees compliance with laws, regulations and internal policies. Ensures transparency, accountability and ethical conduct across council operations.
Employees	Individuals employed by Winton Shire Council under a formal employment agreement, including full-time, part-time, casual, and temporary staff. For the purposes of this policy, "employees" may also refer to contractors, volunteers, and elected representatives when they are acting in an official capacity on behalf of Council and handling personal information.
Personal Information	Information or an opinion about an individual whose identity is apparent or can reasonably be ascertained.
Eligible Data Breach	A breach likely to result in serious harm to one or more individuals.
Queensland Privacy Principles (QPPs)	A set of 13 principles under the Information Privacy Act 2009 (Qld) governing personal information handling by public sector agencies.
IPOLA	Information Privacy and Other Legislation Amendment Act 2023, which updates privacy laws and introduces mandatory breach notification.
Mandatory Data Breach Notification (MDBN)	Legal requirement to notify affected individuals and the Information Commissioner of an eligible data breach.
Information Commissioner	The statutory officer overseeing privacy and right to information laws in Queensland.
Pseudonymity and Anonymity	The right of individuals to interact with Council without identifying themselves, where lawful and practicable.
Right to Information Act 2009	Legislation that governs access to personal information held by Queensland public sector agencies.

Governance Framework

The Governance Officer supports the CEO in overseeing privacy compliance. The Governance Officer is responsible for:

- Maintaining privacy policies and procedures
- Coordinating training and information updates to be shared with employees

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WINTON SHIRE COUNCIL

- Monitoring Council's adherence to the Queensland Privacy Principles

All Council employees, contractors, volunteers and elected representatives are required to follow privacy protocols and report concerns promptly.

Privacy Protocols

To ensure compliance with the Information Privacy Act 2009 and Council's internal policies, all staff and representatives must adhere to the following privacy protocols:

- **Data Handling:** Only collect and access personal information necessary for your role. Use secure systems and avoid storing data in personal devices or emails.
- **Confidentiality:** Do not disclose personal information unless authorised. Refer to the Privacy Policy for guidance.
- **Reporting:** Immediately report suspected data breaches or privacy concerns using the Data Breach Report Form.
- **Training:** Complete mandatory privacy training and refreshers as scheduled.
- **Third-Party Compliance:** Ensure contractors and service providers comply with Council's privacy clauses.
- **Records Management:** Follow the Document Management Policy for secure storage and disposal of personal information.

Privacy Risk Assessment

The Governance Officer will conduct periodic assessments to identify high-risk personal information holdings. Risk mitigation strategies will be implemented, and privacy audits will be scheduled annually or following significant changes to legislation.

Council will identify personal information holdings and assess associated risks using a privacy risk matrix. Mitigation strategies will be documented and reviewed regularly. High-risk areas will be prioritized for audits. The Prepare-for-IPOLA workbook will be used to assess readiness and identify areas for improvement.

Information Lifecycle Management

Council collects personal information only when necessary for its functions. Information is stored securely using physical, electronic, and procedural safeguards. Retention and disposal practices comply with the *Public Records Act 2023*. All Council employees are responsible for ensuring personal information is collected, stored, used and disposed of in accordance with the *Public Records Act 2023* and IPOLA.

Council manages personal information across its full lifecycle, from collection to disposal, ensuring compliance with IPOLA and the QPPs and other Government legislation.

Types of Personal Information Collected

Council collects personal information that may include:

- Identity and contact details – name, address, phone number, email, date of birth.
- Property and rates information – ownership records, valuation data, payment history.
- Service usage – waste collection, water usage, library memberships, community services.
- Employment and HR records – job applications, contracts, performance reviews, leave records.
- Health and wellbeing data – disability support, aged care services, immunisation records.
- Financial information – bank details, invoices, grant applications.
- Photographs and video – event photography.

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- CCTV footage - is stored securely on Council-managed systems with access restricted to authorised personnel. Retention and disposal of CCTV footage is managed in accordance with the Records Management Policy. Any access, use, or disclosure of CCTV footage must comply with Council's privacy protocols and relevant legislation.
- Complaints and feedback – written submissions, online forms, call logs.
- Emergency contact and next-of-kin details.
- Sensitive information – cultural background, medical conditions, criminal history (where relevant and lawful).

Departmental Responsibilities

Personal information is handled by various departments, including:

- Governance and Administration – complaints, privacy enquiries, policy oversight.
- Finance and Rates – billing, payments, property ownership.
- Human Resources – staff records, recruitment, training.
- Community Services – aged care, disability support, childcare, youth programs.
- Infrastructure and Planning – development and building applications, property data.
- Customer Service – general enquiries, service requests.
- Libraries and Cultural Services – memberships, event registrations.
- Regulatory Services – animal registration, permits, inspections.
- Emergency Management – disaster response coordination, vulnerable persons registry.

Lifecycle Stages

- Collection – via forms, online portals, phone calls, emails, in-person interactions.
- Storage – in secure physical files, Magic document management system, RelianSys and other approved platforms.
- Access and Use – restricted to authorised personnel for legitimate purposes.
- Disclosure – only with consent or as authorised by law.
- Retention – based on legal and operational requirements.
- Disposal – securely destroyed or de-identified when no longer required.

Controls and Safeguards

- Role-based access controls
- Encryption and secure login protocols
- Physical security for hard copy records
- Staff training and awareness
- Regular audits and compliance checks

Training and Awareness

- All employees will be required to complete privacy induction and refresher training.
- The Prepare-for-IPOLA workbook will be used to assess areas that require improving.
- Privacy awareness training and updates will be provided regularly to reinforce compliance or updates with relevant legislation.

Data Breach Management

Under the IPOLA guidelines, Council maintains a Data Breach Response Plan. Staff must report suspected breaches immediately. The Governance Officer will coordinate breach assessments, notifications to the Office of the Information Commissioner (OIC), and post-breach reviews.



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Access and Amendment Procedures

Individuals may request access to or correction of their personal information. From 1 July 2025, requests will be processed under the *Right to Information Act 2009*. Requests must be submitted in writing and will be assessed in accordance with legislative requirements.

Amendment requests should include details of the information to be corrected and supporting evidence. Council will acknowledge requests and make a decision in a timely manner. If the amendment is refused, individuals will be notified with reasons and may request that a statement be attached to the record. Unresolved matters may be escalated to the Office of the Information Commissioner.

Contact Details for Privacy Enquiries

To enquire about personal privacy details/management or make a complaint:

- **Phone:** (07) 4657 2666
- **Address:** PO Box 288, Winton, Qld, 4735
- **Email:** complaints@winton.qld.gov.au
- **Online:** Via the contact tab on council website <https://www.winton.qld.gov.au>
- **In Person:** The Main Council Office, 75 Vindex Street

Escalation – If unresolved, contact the Office of the Information Commissioner Queensland

- **Email:** complaints@oic.qld.gov.au
- **Post:** PO Box 10143, Adelaide Street, Brisbane, Qld, 4001

Third-Party Management

Council will include privacy clauses in contracts with third-party service providers and conduct due diligence to ensure compliance. Cross-border data transfers will be subject to strict controls and legal review.

Related Council Documentation

- Privacy Policy WSC-GOV-POL-015
- Data Breach Response Plan WSC-GOV-PLN-002
- Data Breach Report Form WSC-GOV-FRM-011
- Document Management Policy WSC-ADM-POL-008
- Prepare for IPOLA workbook
- Complaints Management Policy
- Information Technology Policy and Procedure

Legislation, Recognised Authorities and Other Sources

- *Information Privacy Act 2009*
- *Information Privacy Regulation 2009*
- *Information Privacy and Other Legislation Amendment Act 2023*
- *Local Government Act 2009*
- *Local Government Regulation 2012*
- *Public Records Act 2019*
- *Right to Information Act 2009*
- *Right to Information Regulation 2009*

Monitoring and Review of Plan

Council will monitor privacy compliance through internal reviews, feedback from complaints, and regular reviews. This Privacy Management Plan will be reviewed every two years or following legislative changes.

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WSC-GOV-PLN-002 2025-11



WINTON SHIRE COUNCIL

Record of Amendments and Adoptions

Date	Version	Reason	Date Adopted
November 2025	1	Changes to legislation	

DRAFT



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WINTON SHIRE COUNCIL



Data Breach Response PLAN

Policy Version 1.0

Category: Statutory

Adopted: November 2025



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WSC-GOV-PLN-003 2025-11

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WINTON SHIRE COUNCIL

Introduction

This Data Breach Response Plan outlines the steps Winton Shire Council (Council) will follow in the event of a data breach involving personal information. This Data Breach Response Plan aligns with the *Information Privacy Act 2009* (Qld), the *Information Privacy and Other Legislation Amendment Act 2023* (IPOLA), and the *Queensland Privacy Principles* (QPPs).

Purpose

The purpose of this plan is to ensure a timely, coordinated and compliant response to actual or suspected data breaches, including mandatory notification where required.

Scope

This plan applies to all Council staff, contractors, volunteers and elected representatives who handle personal information on behalf of Winton Shire Council.

Definitions

Term	Definition
Data Breach	When personal information is lost, accessed, or disclosed without authorisation.
Eligible Data Breach	A breach likely to cause serious harm and requires mandatory notification.
Personal Information	Information that identifies or could identify an individual. Personal information includes, but is not limited to, written records, electronic files, photographs and CCTV footage.
Governance Officer	Oversees compliance with laws, regulations, and internal policies. Ensures transparency, accountability and ethical conduct across council operations.
IT Administrator	Manages and maintains the organisation's technology systems, networks, and data security. Provides technical support and ensures system reliability.
Chief Executive Officer (CEO)	The highest-ranking executive responsible for overall strategic direction, leadership and performance of the organisation.
Employees	Individuals employed by Winton Shire Council under a formal employment agreement, including full-time, part-time, casual, and temporary staff. For the purposes of this policy, "employees" may also refer to contractors, volunteers, and elected representatives when they are acting in an official capacity on behalf of Council and handling personal information.
Containment	Actions taken to limit the impact of a data breach.
Assessment	Evaluation of the data breach's cause, impact, and notification requirements.
Notification	Informing affected individuals and authorities about a data breach.
Remediation	Steps taken after a data breach to prevent future incidents.
IPOLA	<i>Information Privacy and Other Legislation Amendment Act 2023</i> (Qld) outlines mandatory data breach notification

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WINTON SHIRE COUNCIL

	requirements and strengthens privacy protections under Queensland law.
QPPs	<i>Queensland Privacy Principles under the Information Privacy Act 2009 (Qld)</i> that govern how personal information must be collected, stored, used, and disclosed by Queensland government agencies.

Roles and Responsibilities

Chief Executive Officer (CEO)

The CEO oversees all breach responses and approves notifications.

- Provides strategic oversight of all breach responses.
- Approves formal notifications to affected individuals and external bodies, including the Office of the Information Commissioner (OIC).
- Ensures Council's breach response aligns with the *Information Privacy Act 2009 (Qld)* and *IPOLA 2023*.
- Authorises post-incident reviews and remediation plans.

Governance Officer

The Governance Officer coordinates breach assessment, containment, and notification.

- Leads breach assessment, containment, and notification processes.
- Coordinates internal reporting and documentation of breach incidents.
- Liaises with the OIC for mandatory notifications and compliance queries.
- Maintains and updates the Data Breach Response Plan and Privacy Management Plan.
- Oversees privacy training and awareness programs for staff.
- Conducts post-breach reviews and ensures lessons learned are documented and actioned.

IT Administrator

The IT Administrator assists with technical containment and investigation of all breaches.

- Identifies and contains technical aspects of the breach (eg. Compromised systems, unauthorised access).
- Investigates root causes and supports forensic analysis.
- Implements immediate mitigation strategies to prevent further data loss.
- Provides technical input into breach assessments and remediation planning.
- Maintains system logs and evidence for internal and external review.

All Employees

All employees, contractors, volunteers and elected representatives must report suspected breaches immediately to the Governance Officer.

- Must report suspected breaches immediately to the Governance Officer.
- Participate in privacy induction and refresher training.
- Follow Council's privacy protocols and data handling procedures.
- Cooperate with containment and assessment efforts during breach investigations.
- Maintain vigilance in identifying and escalating potential data breaches.

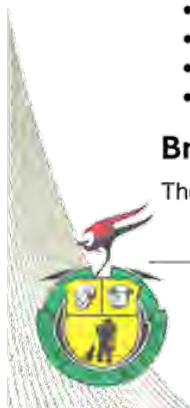
Breach Response Stages

There are six (6) stages to a Data Breach Response.

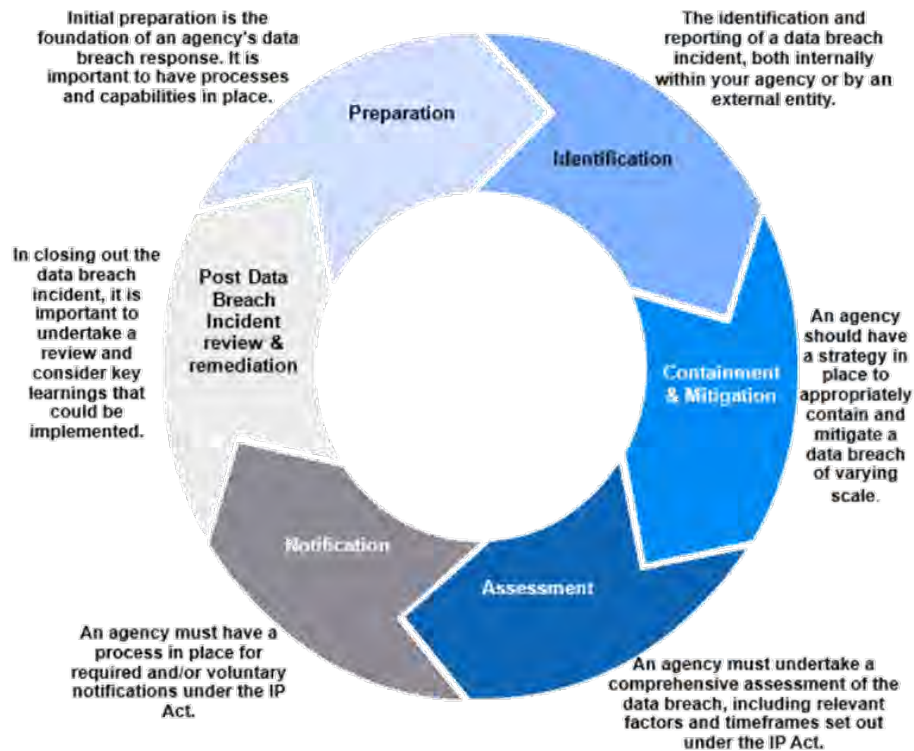
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WINTON SHIRE COUNCIL



STAGE 1: Preparation

- During Stage 1, Council undertakes an appropriate level of preparatory actions to ensure that data breaches can be appropriately addressed.
- Council will ensure that appropriate policies, procedures and systems are in place to identify data breaches and report them appropriately.
- Council will also identify internal officers and their roles and responsibilities in the case of a reported data breach.

STAGE 2: Identification

- When a staff member becomes aware of a suspected or actual data breach, they must report it immediately to the Governance Officer.
- Staff must report the breach in writing via email to governance@winton.qld.gov.au or by completing the Data Breach Report Form. All reports of a data breach must include the date, nature of the breach, affected data and any immediate actions taken.
- The Governance Officer must assess the data breach in accordance with Council's risk management framework, identify the appropriate escalation, resourcing and communication to be adopted based on the risk level of the breach.

Risk Assessment Criteria

The following table outlines the risk levels and corresponding actions required:

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Risk Level	Description	Action Required
Low	Minimal impact, no sensitive data	Monitor and document
Medium	Some personal data, limited exposure	Contain and notify internally
High	Sensitive data, likely harm	Notify affected individuals and Commissioner



Once the data breach has been identified, the Governance Officer and IT Administrator will take steps to limit the breach, including disabling access, recovering records, and securing systems.



During Stage 4, the Governance Officer will assess the breach to determine:

- The type and sensitivity of personal information involved.
- The cause and the extent of the breach.
- Whether serious harm is likely.
- Whether the breach meets the threshold for mandatory notification (<https://oic.advancedforms.squiz.cloud/form/mandatory-notification-data-breach-mndb-scheme>) under IPOLA.



If the breach is deemed to be an 'eligible data breach', the following must occur:

- The Governance Officer, following CEO approval, will notify affected individuals as soon as practicable.
 - Sample notification to affected individuals: "We are writing to inform you of a recent data breach involving your personal information. The breach occurred on [date] and involved [brief description]. We have taken steps to contain the breach and are working to prevent recurrence. For support, contact [contact details]."
- The Governance Officer, with CEO approval, notify the Queensland Information Commissioner office.
 - Sample notification to the Commissioner: "Winton Shire Council reports an eligible data breach under IPOLA. The breach occurred on [date], involved [data type], and affected [number] individuals. Containment and remediation actions have been initiated."
- The Governance Officer will provide details of the data breach, the affected data and recommended actions to the CEO and Senior Leadership Team.
- The Governance Officer will prepare a complaint response strategy for privacy complaints in preparation for privacy complaints that may arise.



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Following a data breach incident, the CEO, Governance Officer, IT Administrator and other appropriate employees will:

- Review the incident and the response effectiveness.
- Update procedures and systems to prevent recurrence. Considering the steps required to resolve the incident, the changes/controls that can/will prevent a breach occurring again.
- If necessary, review and update officers responsible for overseeing the review and remediation process.
- Review and update the process of managing the data breach, where required.
- Provide staff training if required.

Third-Party Breach Handling

Contractors and service providers must report breaches to Council within 24 hours. Contracts must include clauses requiring compliance with Council's data breach procedures.

Escalation Pathways

Breaches assessed as high risk must be escalated to the CEO and Senior Leadership Team within 24 hours. The Governance Officer will coordinate all communication and responses.

Record Keeping

In accordance with IPOLA and Council's record keeping policies, all data breaches and response actions will be documented through a Data Breach Register.

The following fields should be included in the Data Breach Register:

- Date of breach
- Description
- Affected data
- Individuals impacted
- Actions taken
- Outcome
- Review date

Training and Awareness

All staff are to receive annual training on data breach identification, reporting and response procedures. Updates to legislation and acts will be provided to all staff where needed. Training/awareness will be provided via email, the staff portal on SharePoint and in-person workshops where required.

Review and Audit Process

The Governance Officer will conduct quarterly audits of the Data Breach Register. Findings will be reported to the CEO and used to update procedures.

Integration with Other Policies

This plan compliments the Privacy Policy, Information Technology Policy and Procedure, Complaints Management Policy and Document Management Policy. All policies should be reviewed together during breach response planning.

Related Council Documentation

- Privacy Policy
- Complaints Management Policy
- Document Management Policy

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WINTON SHIRE COUNCIL

- Information Technology Policy and Procedure
- Privacy Management Plan
- Data Breach Report Form

Legislation, Recognised Authorities and Other Sources

- *Information Privacy and Other Legislation Amendment Act 2023*
- *Information Privacy Act 2009*
- Office of the Information Commissioner
- *Public Records Act 2023*
- *Privacy Act 1988 (Cth)*
- *Australian Privacy Principles*
- *Right to Information Act 2023*

Review of Plan

This plan will be reviewed every two years or earlier if required by legislative changes or internal reviews.

Record of Amendments and Adoptions

Date	Version	Reason	Date Adopted
	1.0	Changes in legislation and introduction of mandatory data breach reporting	



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13.8 ANNUAL REPORT 2024 / 2025

File Number: 197993
Author: Stacey Sheather, Governance Officer
Authoriser: Louise Knol, Chief Executive Officer
Attachments: 1. 2024-2025 Annual Report.pdf
Meeting Date: 20 November 2025

Corporate and Operational Plan Consideration

Stream	Sub Stream	Organisational Responsibility	Strategy/Planning Area
5 - Making It Happen	Governance	Chief Executive Officer	Governance and Finance: Regulatory Compliance

Budget Reference: Not applicable

SUMMARY

In accordance with section 182 of the *Local Government Regulation 2012*, a local government must prepare an annual report for each financial year which includes the audited financial statements relating to that year. The local government must adopt its annual report within 1 month after the day the auditor-general gives the auditor-general's audit report about the local government's financial statements for the financial year to the local government.

The General Purpose Financial Statements were adopted by the Audit, Risk and Improvement Committee on 24 October 2025. Attached to this report is the 2024/2025 Winton Shire Council Annual Report inclusive of the audited 2024/2025 Financial Statements for consideration and adoption.

RECOMMENDATION

1. That the report be received.
2. That the Winton Shire Council Annual Report and Annual Financial Statements for the financial year ending 30 June 2025, be adopted.
3. That Council delegate to the Chief Executive Officer the power to make minor grammatical and formatting changes to the Winton Shire Council Annual Report 2024/2025, if required, after its adoption by Council, and prior to publishing the document for public access.

REPORT

Attached to this report is a copy of Council's Annual Report for the year ending 30 June 2025 for Council's consideration and endorsement. The audited Annual Financial Statements are included in the Annual Report.

The Queensland Audit Office signed the 'Independent Auditor's Report' on 24 October 2025 and were received by Council on 24 October 2025.

As Council must adopt its Annual Report within 1 month after the day the auditor-general gives the Auditor-General's Audit Report. Council is able to comply with this requirement should the Annual Report be adopted no later than 24 November 2025.

The Annual Financial Statements were received on 24 October 2025 and presented and accepted at a meeting of the Audit, Risk and Improvement Committee held on 24 October 2025.

The Annual Report 2024/2025 is Council's formal reporting mechanism to the community and stakeholders. The report details Council's activities and performance for the financial year and provides valuable information on Council operations during the period.

A requirement to be contained within the annual report is for the Chief Executive Officer to provide an assessment of Council's performance in implementing the annual Operational Plan as well objectives of the Corporate Plan. The document has been reviewed by Councillors and the Senior Leadership Team, and appropriate revisions have been made.

Council must ensure that within 14 days after the annual report have been presented to the Council's meeting, that the copy or a link to the copy is published on the Council's website.

RISK MANAGEMENT

This assessment has been based on Council meeting the required timelines for the completion of its Annual Financial Statements and the adoption of its Annual Report.

The risk associated with the adoption of the Annual Report and Annual Financial Statements for 2024/2025 has been assessed as Insignificant (Consequence) and Unlikely (Likelihood) giving an overall assessment as Low 2.

Annual Report



2024/2025

Winton Shire Council

Acknowledgements

Council would like to acknowledge the Traditional Owners of the land of Winton Shire. We would also like to pay our respects to Elders past, present and emerging.

We would also like to acknowledge those from the defence force who have served in the past to preserve our freedoms, and those currently serving who continue to protect the country we all call home.

To Our Stakeholders

We take this opportunity to acknowledge and thank the various Queensland and Australian Government departments and agencies for their continued financial support to enable Winton Shire Council to deliver community services and capital projects.

We would also like to thank all the people and organisations who contributed volunteer hours to assist and support the community. Your contributions and involvement strengthens and enriches the community.

Foreword

This Annual Report provides a summary of activities undertaken by Winton Shire Council during the 2024/2025 financial year. Its purpose is to provide information of value to businesses, government departments and, most importantly, the Winton Shire community, who can then assess the delivery and performance of their Council.



Contact

(07) 4657 2666

general@winton.qld.gov.au

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<https://www.winton.qld.gov.au>

Cover image courtesy of Experience Winton Facebook page

Message from the Mayor

Cr Catherine White

Mayor



As Mayor of this wonderful shire, I'm proud to present my 2024/2025 Annual Report. In April 2025 Winton celebrated 150 years of settlement. It was a time not only to reflect on 150 years of history, community and progress; but also the opportunity to embrace the opportunities to progress our shire forward as a region that continues to punch above its weight.

During 2024/2025 Council was proud to finalise some infrastructure and capital works projects. As part of the 150 year weekend celebrations, we opened the new Judy Heslin and Stephanie Greenwood Youth Centre and Disaster Recovery Centre. This facility offers a safe, welcoming space for the children and youth of Winton, and also provides a refuge for stranded travellers during events such as floods, where they can prepare meals and do laundry.

The Elderslie Street dining infrastructure project has taken shape, with additional balustrades installed to enhance both safety and the overall experience for locals and visitors.

The wheels on our iconic wool wagon have received much-needed repairs and maintenance, keeping this important symbol of our history alive for future generations. Council upgraded and repaired the audio and lighting systems at the Waltzing Matilda Centre, ensuring our displays give our visitors a

memorable experience.

Council also

contributed to constructing a sealed shed for the extensive "bottle" display at the Qantilda Museum at the Waltzing Matilda Centre; a project led by the Winton District Historical Society and Museum.

We also made an important step toward accessibility, and inclusion by installing a chair lift at the town pool, allowing more residents and visitors to enjoy this valuable community asset. Additionally, the Neighbourhood Centre now features a new permanent undercover car park, making visits safer and more comfortable for our elderly community members.

Roads remains a major priority for our shire. Council understands that having a safe and reliable road network is essential for the transport of our vital economic commodities from livestock, gypsum, gravel to water, and stock feed and more. Well maintained roads also ensure that our landholders, locals and visitors can travel safely throughout the Winton shire. Thanks to ROSI funding, the Jundah Road project has progressed and will continue to be delivered during 2025-2026. In addition, we've continued to secure other road funding packages to maintain and upgrade our local road

network — a backbone for our community and economy.

Several key strategies were adopted this year to guide our growth and development. The Walking Network Plan lays out a vision for safer, healthier pathways across town. We also adopted the Ageing Well in Winton Strategy, focusing on helping older residents stay connected, supported, and living independently.

Once again Winton hosted a range of vibrant festivals and events that council is proud to support. These events not only brought life to our town but drew visitors from across Australia and overseas. These events showcase our unique identity and inject valuable support into our local economy.

The number of livestock that use our saleyard facility continues to grow annually. Council was pleased to install a new walkway at the loading ramp which will significantly improve safety for those loading and unloading cattle.

Opal mining is vital to Winton's economy. We were excited by the State Government's offer providing the opportunity to purchase unallocated state land around the Opalton Bush Park, securing the future of this area for potential development. Council is advocating to protect opal mining on Vergemont Station, as this land is crucial for the industry's long-term sustainability.

Council has successfully negotiated a confidential settlement with the parties for the

geothermal project, marking an important step forward.

We continue strong advocacy on key priorities, especially the Outback Highway project, which promises long-term economic benefits for the Shire. As members of the Outback Highway Development Council, we are advocating to State and Federal Governments to widen the bitumen on the Winton-Boulia Road to 8 metres. In preparedness for this nation-building road project, we have also identified opportunities such as the second stage of Winton Industrial Estate, potential for increased capacity at the saleyards, and the opportunity for further development of infrastructure at Middleton.

Council is also advocating for the sustainability of our Childcare Centre, and supporting the locally led Jessamine Place project remains a priority, ensuring we meet the needs of residents at all stages of life.

As we celebrate Winton's 150th year, we're reminded that our story is far from over. In fact, we're just getting started. The road ahead is full of potential, and Council remains committed to delivering smart, inclusive, and sustainable growth: growth that respects our heritage and culture while embracing the future.

Thank you to my fellow Councillors, the CEO, and the whole council team who work tirelessly every day to make our Shire amazing. Together, we will continue to build a strong, vibrant community for generations to come.

Message from the Chief Executive Officer

Louise Knol

Chief Executive Officer



It is with great honour that I present my first message as Chief Executive Officer of Winton Shire Council, following my appointment in April 2025. I stepped into this role during a period of transition after the departure of the former CEO and two interim appointments within a year. This change underscored the resilience, professionalism, and commitment of our Council team and community — qualities that define Winton.

The 2024/2025 year has been one of both celebration and challenge. We proudly marked the founding of the town of Winton 150 years ago with a spectacular weekend of events from 11–13 April, bringing together generations of locals and visitors in a heartfelt tribute to our town's rich history and enduring community spirit.

In contrast, the Western Queensland Surface Trough and associated flooding brought hardship, with extensive road closures and a sharp decline in visitor numbers impacting all industries. I extend my deepest gratitude to our Council staff, emergency response agencies, and community volunteers for their unwavering commitment to response and recovery efforts.

Our cultural calendar remained vibrant, celebrating creativity, storytelling, and heritage

through
signature

events including *the Vision Splendid Outback Film Festival, Festival of Outback Opera, Winton Opal Festival, Outback Writers Festival, and the John Villiers Outback Art Prize*. These events not only showcased local and national talent but reinforced Winton's reputation as the creative heart of Outback Queensland.

Council also introduced two new advisory committees—the Beautification and Cemetery Advisory Committee and the Tourism and Economic Development Advisory Committee—to ensure community voices continue to guide our future.

Winton celebrated David Elliott OAM, named a 2025 Queensland Great, whose visionary work has made Winton a global destination for palaeontology and Council continues to strengthen our partnership with Australian Age of Dinosaurs Ltd.

We also acknowledge the ongoing contributions of the Work Camp Correctional Facility, whose support continues to benefit our community.

Community events that reflect the fabric of our community such as the annual Show, Campdraft

and races are only possible with the ongoing contribution of volunteers.

Volunteerism is also critical to supporting and promoting our region with key attractions such as the Qantilda Museum at the Waltzing Matilda Centre, Corfield and Fitzmaurice, Royal Theatre and Winton Diamantina Heritage Truck and Machinery Museum.

Council remains in a strong financial position, with prudent fiscal management enabling the delivery of essential services and continued investment in strategic infrastructure.

We are deeply appreciative of funding partnerships with the Australian and Queensland Governments, which remain vital to sustaining services and community outcomes. Maintaining close relationships with state and federal partners ensures Winton's priorities are clearly communicated and championed.

Council continues to be reliant on these contributions to deliver services for our community and we highly value the relationships that we have with state and federal members and agencies to ensure that the priorities are communicated and that the Winton community has a voice.

Internally, we continue to strengthen governance, risk management, and digital systems to enhance transparency, accountability, and operational efficiency. By investing in sound foundations today, we are building a Council that is responsive, resilient, and ready for the future.

As we reflect on a year of transformation, celebration, and resilience, I am confident in Winton's future. Together, we are building a Shire that honours its heritage, embraces innovation, and supports every member of our community.



Image courtesy of Winton Shire Council

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The Winton Shire

Serving the Heart of Outback Queensland

Winton Shire Council proudly serves four distinct and resilient communities across Central Western Queensland, home to an estimated 1,129 residents spread over an expansive 53,814 square kilometres. The people of Winton are defined by their enduring resilience, community spirit, and mateship – qualities that have love sustained life and progress in this remote and remarkable part of Australia.

The Shire's landscape tells the story of the Outback itself: a breathtaking mix of Mitchell Grass plains, ancient mesa formations, red soils, Channel Country waterways, and spinifex-covered hills. This distinctive environment supports a way of life that is both challenging and deeply rewarding, reflecting a close connection between people, land and livelihood.

Primary production remains the backbone of Winton's economy, complemented by a growing tourism industry, opal mining, small business enterprise, and essential public services that sustain daily life across the region. These sectors together form the foundation of the Shire's social and economic fabric – driving local employment, preserving rural identity, and supporting a strong, self-reliant community.

Our Vision for 2024-2025 and Beyond

Winton Shire Council remains dedicated to strengthening the region's resilience, liveability, and economic prosperity. Throughout 2024/2025, Council has focused on delivering essential infrastructure, supporting sustainable land and water management, and advancing key initiatives in tourism, housing, and community wellbeing. Guided by the *Winton Shire Corporate Plan 2022-2027* and other strategic plans and policies, Council continues to work collaboratively with State and Federal partners to ensure the Shire's long-term sustainability and to build a thriving future for generations to come.

Winton



The town of Winton serves as the administrative and cultural heart of the Shire, strategically located along the Landsborough Highway and Outback Way approximately 179 kilometres north-west of Longreach. Renowned for its warm hospitality and pioneering spirit, Winton holds a special place in Australia's national story as the home of *Waltzing Matilda* and the historic location of the first board meeting of QANTAS which was held on 9 February 1921.

Positioned at the crossroads of the Matilda Way, Outback Way and the Australian Dinosaur Trail, Winton has become a gateway to adventure and discovery in Outback Queensland. The town provides a welcoming base for visitors, offering a range of accommodation, caravan parks, cafes, pubs, and retail stores that reflect the character and friendliness of the local community.

Winton's community life is enriched by a dynamic calendar of annual events that celebrate the region's culture, creativity and resilience. Signature events such as *Opera in the Outback*, the *Vision Splendid Outback Film Festival*, *Winton Opal Festival*, *Camel Races*, and the biannual *Outback Festival* attract thousands of visitors each year. These hallmark events not only showcase local talent and enterprise but also play a vital role in strengthening the local economy and reinforcing Winton's local identity as one of Australia's most iconic Outback destinations.

Opalton



Located approximately 123 kilometres south-west of Winton, Opalton is celebrated as the heartland and home of Queensland Boulder Opal, one of the world's rarest and most captivating gemstones. Opal was first discovered in the area in 1888, and by the close of the 19th century Opalton had grown into a thriving township of around 600 residents. In 1899, the largest recorded piece of opal ever found – a remarkable pipe opal measuring more than three metres long – was unearthed here, cementing Opalton's place in Australian mining history.

Though quieter today, Opalton remains an enduring symbol of the Shire's pioneering spirit and continues to attract fossickers, miners, and gem enthusiasts from across Australia and beyond. Boulder Opal holds a special place in both Winton's heritage and the nation's story, recognised as Australia's official gemstone. It's brilliant colours and natural beauty reflect the rich geological diversity of Outback Queensland, while its ongoing production supports local livelihoods, creative industries and tourism.

Visitors can experience this living heritage firsthand at the Opalton Bush Park, a unique outback camping and fossicking site that offers a genuine taste of opal country life. Operated through strong community volunteer commitment, the Bush Park provides facilities for travellers, promotes responsible fossicking, and helps preserve the spirit of Opalton's mining past. Together, the opal fields and Bush Park form a vital link between Winton's pioneering history and its modern-day tourism economy, ensuring that Opalton's legacy continues to shine brightly as a cornerstone of the Shire's identity and pride.

Corfield



Image courtesy of Winton Shire Council

Situated 80 kilometres north of Winton on the road to Hughenden, this now-small settlement was once a busy Cobb & Co staging point and later a vital railway siding servicing surrounding pastoral holdings. Nestled amid the sweeping Mitchell Grass plains, the town's few remaining buildings stand as proud reminders of a once vibrant era in Outback history.

Corfield's story is also rich in heritage. It holds links to the Great Shearer's Strike of the 1890s, a pivotal event in Australia's Labour movement that shaped the identity of rural Queensland. More recently, the area has gained attention for its palaeontological significance, being near the discovery site of a 20-30 tonne sauropod dinosaur skeleton that once roamed the region's ancient floodplains.

Each year, Corfield comes alive for the annual Corfield Cup race meeting, a highlight of the Western Queensland events calendar. The races attract visitors from across the region to celebrate the

enduring country spirit, camaraderie, and tradition of community gathering that define this small but vibrant Outback town.

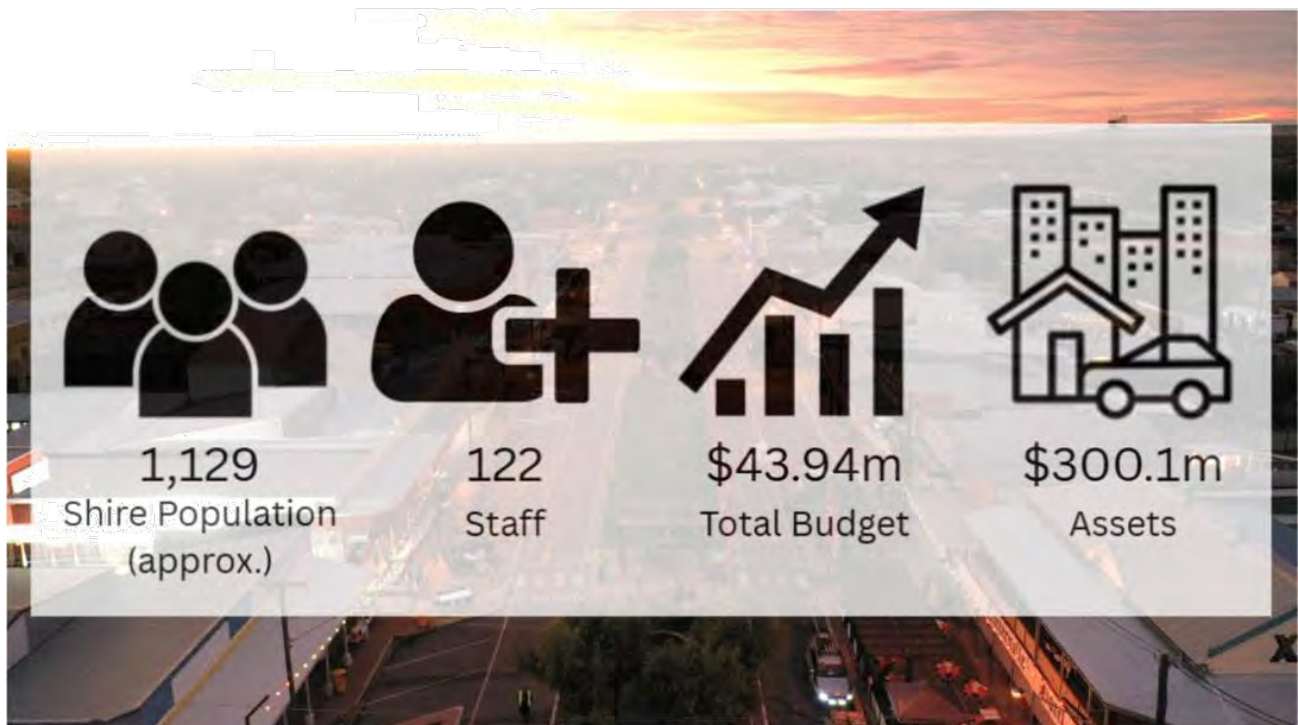
Middleton



Located 164 kilometres west of Winton along the Outback Way/Landsborough Highway towards Boulia, Middleton holds a special place in Queensland's exploration and pastoral history. The locality was named after Middleton Creek, discovered by the Burke and Wills search party in 1862 during their expedition through the region. Today, Middleton stands as a testament to the pioneering spirit of the Outback, offering visitors a rare glimpse into Queensland's early frontier life.

As its heart stands the Middleton Hotel, one of Queensland's most remote and historic pubs, dating back to the late 19th century. The hotel continues to provide a warm welcome to travellers journeying along the Outback Way and serves as a social hub for locals and visitors alike. Surrounded by vast open plains and striking mesa formations, Middleton's distinctive landscape has also provided the backdrop for several Australian film productions, capturing the rugged beauty and cinematic character of the Winton region. This blend of history, hospitality, and natural splendour makes Middleton an enduring symbol of Outback resilience and storytelling.

Shire Snapshot



For the 2024/2025 financial year there were 122 staff providing services and managing assets within a budget of \$43.94m and Community Assets of \$300.1 million.



Our Vision

To grow our community by embracing new opportunities that attract and retain people, sharing our unique lifestyle and rich heritage.

Our Mission

Through meaningful engagement, we implement strategies that meet community needs, enrich lifestyles, and preserve our heritage.



Accountability

Taking responsibility for our actions, being open and transparent, and accepting consequences when trust is placed in us by the community we serve.



Effectiveness

Running programs or processes well enough to fully achieve its intended goal.



Efficiency

Completing tasks or running a program in a way that avoids waste as much as possible.



Sustainability

Maintaining processes over time by using renewable resources and taking responsibility for how activities affect the environment.



Meaningful Community Engagement

Community involvement in decision-making by actively seeking their views through public consultation and a strong committee system.



Good Governance

Making decisions and carrying them out in a way that is fair, transparent and respects human rights.



Ethical & Legal Behaviour

Being honest, fair and respectful of all, while valuing dignity and diversity.



Winton Celebrates 150 Years

In April 2025, the Winton community proudly celebrated 150 years since the town's founding—an extraordinary milestone recognising the resilience, heritage and enduring spirit of Outback Queensland. The Winton 150 Celebrations were held across the weekend of 11–13 April 2025, following extensive planning and collaboration between Council, community groups, and local volunteers. The program brought together residents, former locals and visitors from across Australia to reflect on Winton's pioneering past and look forward to its vibrant future.

Despite the challenges of the Western Queensland Surface Trough and associated flooding in March 2025, which caused extensive road closures and disrupted freight and tourism flows, the community's determination ensured the celebrations went ahead. The strong turnout—despite residual impacts from the flooding—demonstrated Winton's resilience and sense of unity.

The weekend program featured a grand street parade, historic displays, outback markets, and evening entertainment including a gala ball and music concerts. The official ceremony held in the main street with the unveiling of a plaque marking enduring tributes to Winton's legacy for future generations.

Council's aim for Winton 150 was to deliver an event that honoured the Shire's past while inspiring pride and optimism for the future. The celebrations also supported the local economy, with accommodation, dining and retail businesses reporting strong visitation throughout the week.

While the March flooding temporarily impacted tourism numbers and event preparation, it also underscored the significance of the milestone—reminding residents of their shared strength and capacity to recover, rebuild and celebrate together. Council acknowledges the tireless efforts of staff, volunteers, emergency services and community groups whose commitment ensured the success of Winton 150 under challenging circumstances.

The Winton 150 Celebrations created a legacy that extends beyond a single weekend. The event inspired a renewed sense of belonging, encouraged intergenerational storytelling, and fostered pride in Winton's unique identity as the birthplace of QANTAS, home of Waltzing Matilda and the Australian Age of Dinosaurs.

Council will build on the success of Winton 150 by continuing to invest in community-led events and cultural initiatives that celebrate place, strengthen resilience, and contribute to the Winton Shire Council Economic Development Strategy 2025–2029. The celebrations reaffirmed that while Winton's history is rich and proud, its greatest strength lies in its people—their creativity, cooperation and enduring capacity to turn challenge into celebration at the heart of the Outback.



Image courtesy of Winton Shire Council



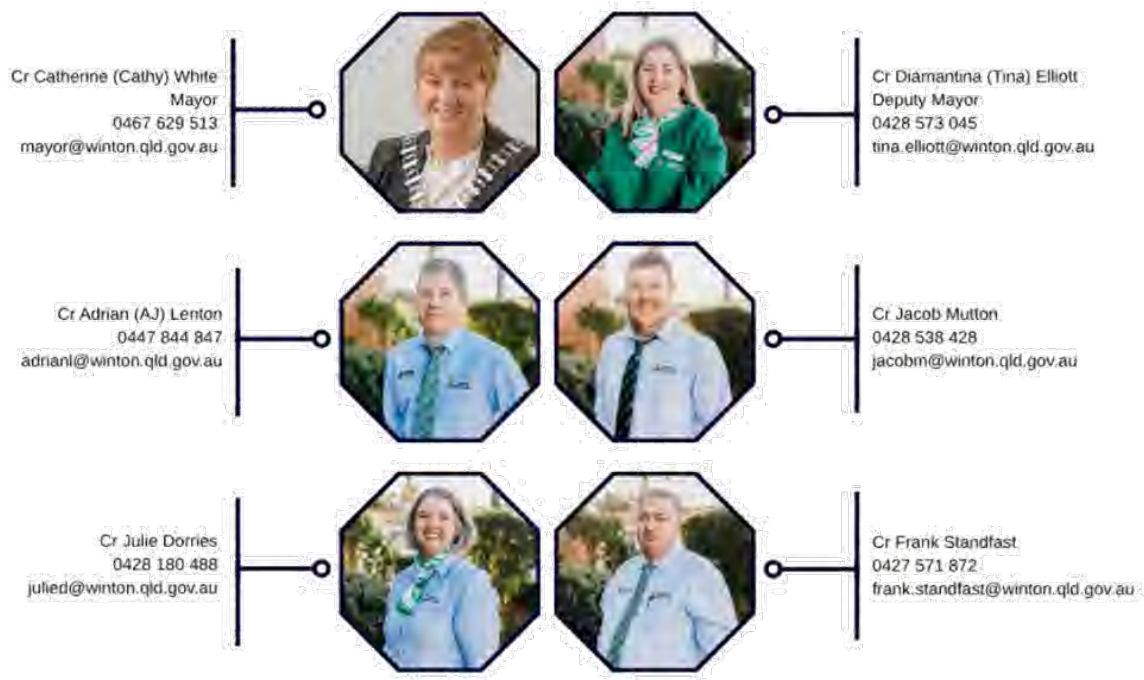
Images courtesy of Winton Shire Council

Council Organisation

The Winton Shire Council Mayor and five (5) Councillors are the decision-making body and matters for consideration are directed through regular Council meetings. Ordinary meetings of council are held on the third Thursday of every month. Special Meetings are convened when necessary to consider specific items such as budget, major projects and future directions.

Winton Shire Council is managed by the Chief Executive Officer with the support of the Senior Leadership Team comprising Director of Works, Executive Manager of Community Services, Executive Manager of Corporate Services and Executive Manager of Finance, and of course all team members within each Department.

Councillors



Committee Memberships

Councillor	Committees / Groups
Cr Catherine (Cathy) White (Mayor)	<ul style="list-style-type: none"> Local Disaster Management Group (Chair) Outback Highway Development Council (Deputy Chair) Country University Centre (Director) Red Ridge Interior (Director) Remote Area Planning & Development Board (Director) Waltzing Matilda Centre Ltd Board (Director) Central West Regional Pest Management Group (Member) Outback Regional Road & Transport Group (Member) Regional Water and Sewerage Alliance (Member)
Cr Diamantina (Tina) Elliott (Deputy Mayor)	<ul style="list-style-type: none"> Audit, Risk & Improvement Committee (Chair) Regional Arts Development Fund Assessment Panel (Deputy Chair) WSC Tourism & Economic Development Advisory Committee (Deputy Chair) Waltzing Matilda Centre Ltd Board (Director) WSC Wild Dog & Pest Management Advisory Committee (Chair)
Cr Adrian (AJ) Lenton	<ul style="list-style-type: none"> WSC Community Facilities Users Advisory Committee (Chair) WSC Rural Lands & Agriculture Advisory Committee (Deputy Chair) WSC Work Camp Correctional Facility Advisory Committee (Deputy Chair)
Cr Jacob Mutton	<ul style="list-style-type: none"> WSC Tourism & Economic Development Advisory Committee (Chair) WSC Beautification & Cemetery Advisory Committee (Chair) WSC Community Facilities Users Advisory Committee (Deputy Chair)
Cr Julie Dorries	<ul style="list-style-type: none"> WSC Rural Lands & Agriculture Advisory Committee (Chair) Audit, Risk & Improvement Committee (Deputy Chair) WSC Wild Dog & Pest Management Advisory Committee (Deputy Chair)
Cr Frank Standfast	<ul style="list-style-type: none"> Regional Arts Development Fund Assessment Panel (Chair) WSC Work Camp Correction Facility Advisory Committee (Chair) Waltzing Matilda Centre Ltd Board (Director) WSC Beautification & Cemetery Advisory Committee (Deputy Chair)

Advisory Committees

The *Local Government Regulation 2012*, Division 2 refers to Committees and requirements for committee meetings. Advisory committees may include councillors and members of the public and are not standing committees.

Advisory Committees:

- Promote the awareness of a specific topic or the strategic management of a facility within Council and the community,

- Advise Council on current and emerging issues,
- Provide a process for input into the planning and provision of services and facilities, and
- Provide a process for feedback from the community to Council.

Committee/Group	Focus
Rural Lands & Agriculture	Agricultural and land management.
Community Facilities Users	Use and management of the Winton Showgrounds, Recreational Grounds and other Council facilities including all user groups and committees.
Tourism & Economic Development	Consideration of tourism opportunities and benefits to the Winton Shire including a number of tourism organisations and presentation of the Shire and cemetery and their contribution to Winton.
Beautification & Cemetery	Provides recommendations to improve the Shire's presentation and enhance cemetery maintenance.
Work Camp Correctional Facility	Statutory requirement to ensure access to Work Camp.
Audit, Risk & Improvement	Finance and Risk Management and performance improvement.
Wild Dog & Pest Management	Focuses on effective pest management strategies, particularly wild dog control, through local knowledge and consultation.
Regional Arts Development Fund	An assessment panel that aims to manage the Queensland Arts funding through the assessment of applications and acquittals.
Waltzing Matilda Centre Ltd Board	Management of the not-for-profit operations only. For the not-for-profit entity only, not the Waltzing Matilda Centre itself.



Council Employees

Corporate Structure

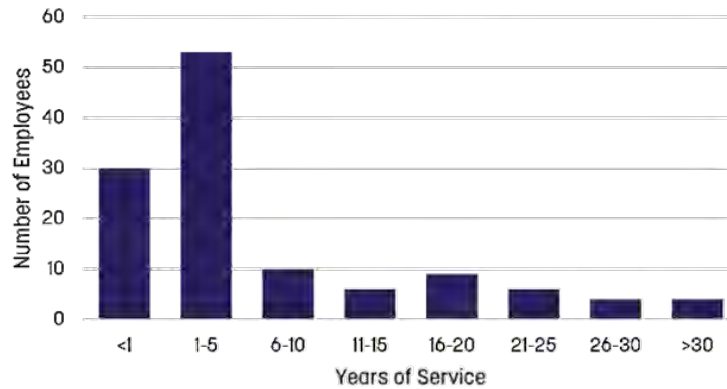
Winton Shire Council comprises of two groups of employees:

- Councillors who are elected by the community to represent them and make decisions on behalf of the community, and
- Employees who are responsible for implementing those decisions.

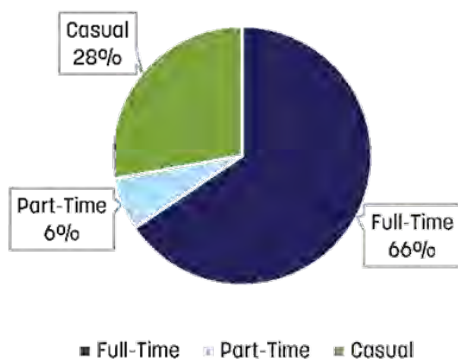


Employee Demographics

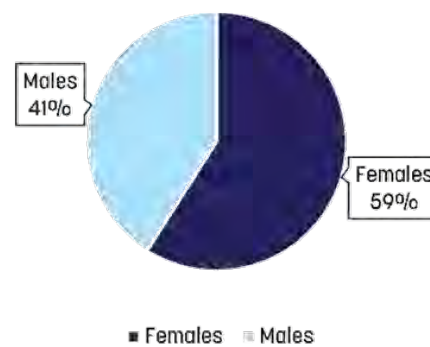
Years of Service



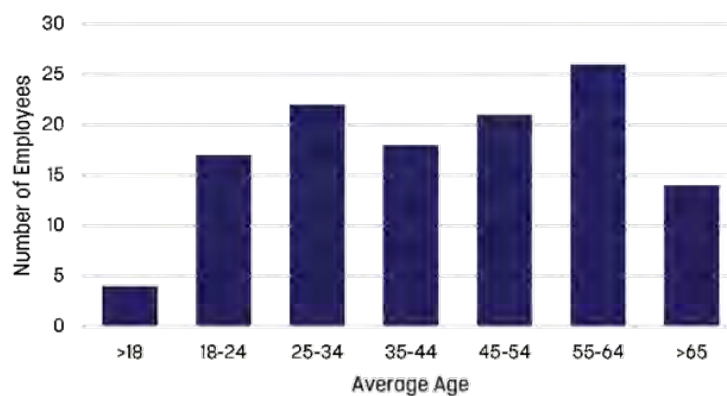
Employee Type



Employee Gender



Employee by Age





Statutory Information

Council

Resolutions 2024/2025

In accordance with section 185 of the *Local Government Regulation 2012*, Council must advise of resolutions made under section 250(1) and section 206(2) of the *Local Government Regulation 2012*.

The Expenses Reimbursement for Councillors Policy was endorsed by Council at the Ordinary Meeting held on 7 July 2022 (Resolution No. 22.07.05). The policy provides for payment of reasonable expenses incurred, or to be incurred by Councillors for discharging their duties and responsibilities as Councillors and for the provision of facilities to Councillors for that purpose.

This policy provides details of the facilities in the form of computers and other electronic devices, office space, office stationery or supplies and any supporting materials, including uniforms, legal or financial advice that Winton Shire Council will supply to Councillors and Chairs of Committees.

The policy is based on the following principles:

- No private benefit to be derived
- Reasonable expenses reimbursement
- Public accountability and transparency