

## PART 1 – APPLICATION FORM



### HIRE AGREEMENT – BRISBANE BASKETBALL

#### DEPARTMENT OF EDUCATION AND TRAINING PREMISES (v 2017)

**Privacy Notice:** We are collecting your personal information in accordance with the Information Privacy Act 2009 (Qld) to administer this agreement. The information will only be accessed by us. Your information will not be given to any other person or agency, unless we are required or authorised by law to do so.

**Item 1. Name of School to be used**

Indooroopilly State High School

**Item 2. Address of School to be used**

111 Ward Street, Indooroopilly Qld 4068

**Item 3. Our Name**

Indooroopilly State High School. The State of Queensland (represented by the Department of Education and Training)

**Item 4. Our Address and Postal Address**

111 Ward Street, Indooroopilly Qld 4068. PO Box 61, Indooroopilly Qld 4068

**Item 5. Our Contact for Notices**

Person/Position:

Mr Michael O'Keeffe, Executive Manager

Address: 111 Ward Street, Indooroopilly Qld 4068

Telephone Number:

s47(3)(b) -  
Contrary to

Facsimile: 3327 8300

Email: moke0@eq.edu.au

**Our second contact for Notices during school holidays**

Person/Position: Kaylene Bell, Finance Manager

Address:

Telephone Number:

s47(3)(b) -  
Contrary to

Facsimile: 3327 8300

Email: kbell126@eq.edu.au

**Item 6. Your Name**

s47(3)(b) -  
Contrary to

**Item 7. Your Insurance Company details (see clause 10)**

**Item 8. Your Address**

s47(3)(b) - Contrary to

**Item 9. Your Contact for Notices**

Person: s47(3)(b) -  
Contrary to

Address: AS ABOVE

Telephone Number: s47(3)(b)

Facsimile:

Email: gm@brisbanebasketball.com.au

**Item 10. Description of Premises to be Used (see Plan in Part 4)**

Multipurpose Hall Car park access via Ward Street access to amenities (located in W Block on school map)

**Item 11. Commencement Date**

12 July 2022

**Item 12. Termination Date**

31 August 2023

## PART 1 – APPLICATION FORM

### Item 13. Hire Fee (inclusive of GST and inclusive of Outgoings)

Amount Payable: s47(3)(b) (Monthly hire excluding GST)	Payment Time/s: Monthly payment, paid monthly	Method of Payment: B-Point electronic funds transfer
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### Item 14. Do we require a Security Bond?

Yes:	Amount Payable: s47(3)(b) -
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### Item 15. Permitted Use

Recreational and community engagement, training and competitions
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### Item 16. Time/s of Use

<p>a) 5.00pm to 9.00pm exclusive access Friday, with the Multipurpose hall made available to the school from 3.15pm – 4.30pm Thursday afternoon and periodically as identified from the School Calender with nominated exclusion times for events;</p> <p>b) 9.00am to 6.00pm exclusive access on Saturday and 9.00am -2.00pm exclusive access on Sunday; and</p> <p>c) 9.00am to 3.00pm Monday to Friday during School Holidays and public holidays</p> <p>Other Considerations:</p> <ul style="list-style-type: none"> <li>All other times are to be negotiated Additional access times may be considered and granted at the discretion of the school when not required for school use during school terms as per the Identified school events list on the School Calender</li> <li>Additional access times may be considered and granted at the discretion of the school. All requests must be put in writing to the Indooroopilly State High School (Department)</li> </ul>
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### Item 17. Our Equipment you can use – use a separate inventory sheet if necessary

N/A
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### Item 18. Cleaning

We are responsible for the cleaning of the Premises at your cost and this cost is included in the Hire Fee.	YES
OR	
You are responsible for the cleaning of the Premises at your cost.	No

### Item 19. Will liquor be consumed, supplied, or sold at the Premises?

No	If Yes, Show P & C Approval has been obtained, where applicable. (see clause 26)
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## PART 1 – APPLICATION FORM


### Item 20. Attachments

You are required to lodge the following supporting documentation with us (or an explanation why it is not required) **before** you sign this agreement in order that we may consider and approve your application to hire the Premises. All supporting documentation must be current at the date of signing this agreement and remain current throughout the term of this agreement.

Tick the box to confirm the attachments to this application.

- ☒ Certificate of currency of public liability insurance
- ☒ Certificate of currency of workers' compensation insurance
- ☐ Documentary evidence of your compliance with blue card requirements
- ☒ Documentary evidence of all approvals, permissions, licences, certificates and consents required by you to use the Premises for the Permitted Use (including any local council permits and development applications)
- ☐ Documentation required in order for you and your Personnel to legally carry out the proposed use (e.g. training certificates and qualifications)

### Item 21. Execution

<p><b>Our signature</b></p>  <p>_____ Signature of School Principal</p> <p><u>Indooroopilly State High School</u> Name of School Principal</p>	<p><b>Execution Date</b></p> <p style="text-align: center; font-size: 1.2em;">12 / 7 / 2022</p>	<p><b>Witness</b></p> <p><u>s47(3)(b) - Contrary to Public Interest</u> Signature of Witness</p> <p><u>s47(3)(b) - Contrary to Public Interest</u> Name of Witness</p>
<p><b>Your signature</b></p> <p><u>s47(3)(b) - Contrary to Public Interest</u></p> <p><u>s47(3)(b) - Contrary to Public Interest</u></p> <p>_____ Full Name</p> <p>The person signing warrants that they have authority to sign this agreement for you.</p>	<p><b>Execution Date</b></p> <p style="text-align: center; font-size: 1.2em;">12 / 7 / 2022</p>	<p><u>s47(3)(b) - Contrary to Public Interest</u></p> <p><u>s47(3)(b) - Contrary to Public Interest</u></p> <p>_____ Name of Witness</p>



## PART 2—STANDARD CONDITIONS

### 1. MEANING OF WORDS

"Approvals"	all approvals, permissions, licences, certificates and consents required by any laws relating to your use of the Premises.
"Business Day"	a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.
"Commencement Date"	the day on which this agreement commences as set out in Item 11.
"GST"	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
"Hire Fee"	the hire fee specified in Item 13.
"Outgoings"	means water, electricity, gas, telephone and telecommunications charges.
"Participants"	all persons participating in the activities set out in the Permitted Use.
"Permitted Use"	the use of the Premises as described in Item 15.
"Personnel"	your members, officers, employees, contractors, agents and all other persons authorised by you.
"Premises"	the land, buildings and facilities as described in Item 10 and as shown on the plan in Part 4 and the equipment identified in Item 17 which is to be licensed to you.
"School"	the School specified in Item 1.
"Security Bond"	the security bond specified in Item 14.
"We", "us" or "our"	the State of Queensland (represented by the Department of Education and Training).
"You" "your"	the person or organisation named in Item 6.

### 2. INTERPRETING THIS AGREEMENT

- 2.1 This agreement consists of the following, which make up and govern the entire agreement between you and us -
- Part 1 - the Application;
  - Part 2 - Standard Conditions;
  - Part 3 - Special Conditions;
  - Part 4 - Plan of School and Premises; and
  - The written approval referred to under clause 26.
- 2.2 If two or more persons are named in Item 6, their responsibilities under this agreement bind them jointly and each of them separately. For example, we may ask one person to pay money owing to us under this agreement, without asking the other.
- 2.3 A reference to -
- a person includes a reference to an entity recognised by a law, for example, a corporation;
  - a clause is a reference to a clause in this agreement; and

- a numbered item is a reference to the item with that number in Part 1.

- The singular shall include the plural and vice versa.
- Where the context permits, reference to you shall extend to your Personnel.
- A term in Part 2 overrides a term in Part 3 to the extent that they are inconsistent.

### 3. LICENCE

- We grant and you accept a licence to use and occupy the Premises during the times specified in Item 16.
- We may have access to the Premises at any time even when you are using it, provided that we do not interfere with your rights under this agreement.
- We authorise you to use the routes of access to the Premises as indicated on the plan in Part 4 and as varied, from time to time.
- You must only use the Premises for the Permitted Use.
- The rights conferred by this agreement rest in contract only and shall not infer an intention to create in or confer upon you any tenancy, estate or interest in the Premises.
- You agree to conduct your activities at the Premises independently of us. You must not represent, or allow anyone else to represent that you or your activities are in any way operated, or endorsed, by us.
- The parties agree that their relationship is of licensor and licensee of the Premises. This agreement does not create any joint venture or relationship of principal and agent between the parties.

### 4. HIRE FEE AND SECURITY BOND

- You agree to pay us the Hire Fee in the manner directed by us.
- The Hire Fee is inclusive of GST and Outgoings unless otherwise agreed in writing.
- If a Security Bond is required in accordance with Item 14, you will pay us the Security Bond in the manner directed by us at the time you sign this agreement.
- We are entitled to use the Security Bond if you do not repair any damage to the Premises to our satisfaction and if we incur any additional costs and expenses due to your use or activities when using the Premises.
- Subject to clause 4.4 we will return the Security Bond (or balance, if any) to you.

### 5. THINGS TO BE LEFT CLEAN AND TIDY

- If you are responsible for cleaning the Premises in accordance with Item 18, you must at your cost and after each period of use, leave the Premises in a clean and tidy condition and in the same condition they were in prior to use.
- At the termination or expiry of this agreement, you must at your cost, leave the Premises in a clean and tidy condition and in the same condition they were in, at the Commencement Date.
- We may arrange for the cleaning of the Premises at your cost if you do not clean them.
- You must not move furniture and equipment on or in the Premises, unless, at the Commencement Date, you have received our approval to do so. If we give our approval, you must



## PART 2 —STANDARD CONDITIONS

put the furniture and equipment back in its original position after each period of use and before the termination or expiry of this agreement.

5.5 You must not allow any accumulation of useless property or rubbish on the Premises.

5.6 You must not use our rubbish bins on the Premises without our consent.

### 6. MAINTENANCE & REPAIR

6.1 You must not cause or allow any damage to the Premises or the School.

6.2 You must advise us promptly of any damage to, or defective operation of, the Premises or any of our property (including, machinery, plant or equipment) upon the Premises.

6.3 You are responsible for the cost of repair or replacement of any of our property where such repair or replacement is due to your use or activities when using the Premises.

6.4 You must not make or cause to be made any alteration, additions or improvements to the Premises.

### 7. ASSIGNMENT

You must not assign, sub-license or in any manner part with the use and occupation of the Premises or assign the benefit of this agreement unless you are the School's P&C Association and you wish to conduct an activity (such as a fete, art show or similar activity) which is approved by us in writing.

### 8. ADVERTISING

8.1 You must not erect or display advertising material on the Premises without our written approval.

8.2 You must not use advertising to promote the activity at the Premises without our written approval.

8.3 As a guide, we will not approve advertising that -  
(a) is of a nature that might imply that we are involved with or endorse the thing advertised;  
(b) refers to the Premises other than to show the location of the venue; or  
(c) is, in our opinion, objectionable.

### 9. INDEMNITY

9.1 You are responsible for -  
(a) damage, loss or injury to any person or property; and  
(b) the cost of any security or emergency call-out to the Premises,  
arising from your use of the Premises.

9.2 You will indemnify us, our employees, contractors and agents against all claims for damages, loss, costs or injury arising from your use and occupation of the Premises.

9.3 You must pay, within the time set out by us-  
(a) for any damage to or loss of our property arising from your use of the Premises; and  
(b) the charges that we decide if you use the Premises outside the times of use in Item 16.

### 10. INSURANCE

10.1 You must, take out and maintain at your cost, the following insurance -

#### (a) Public Liability

A public liability policy of insurance for an amount of not less than twenty million dollars (\$20M) per occurrence with an insurer approved by us.

#### (b) Workers' Compensation

A workers' compensation policy of insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.

10.2 You must provide evidence of each policy of insurance to us before you sign this agreement.

10.3 Each policy of insurance must note our rights and interests in this agreement.

10.4 You must maintain each policy of insurance during the term of this agreement.

10.5 You must notify us in writing as soon as possible prior to any material change in terms, cancellation or other termination of any of the policies required in clause 10.1.

10.6 If in our opinion we decide a public liability policy of insurance or a workers' compensation insurance is not required, then we will notify you in writing, and clauses 10.1 to 10.5 will not apply, with respect to that insurance.

10.7 If in our opinion we decide to reduce the amount of public liability insurance required, then we will notify you in writing.

### 11. TERMINATION UPON NOTICE

11.1 For hire periods of more than 28 days, either we or you may terminate this agreement by giving 28 days' notice in writing.

11.2 If this agreement is terminated under clause 11.1, you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

11.3 Should there be no default by you at the date of termination and you comply with clause 11.2, any fees paid by you for the period beyond the termination date will be refunded to you.

11.4 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of termination of this agreement in accordance with clause 11.1.

### 12. TERMINATION FOR DEFAULT

12.1 If -

- (a) you breach any clause of this agreement and do not remedy the breach within 14 days after notice from us to do so; or
- (b) an application is made or a resolution is passed for your winding up; or
- (c) a receiver or official manager is appointed; or
- (d) any step in insolvency proceedings is taken by or against you; or
- (e) your incorporation is cancelled; or
- (f) you cease to carry on business,

then we may immediately terminate this agreement.

s47(3)

Initials (b) -



## PART 2 —STANDARD CONDITIONS

12.2 If this agreement is terminated pursuant to clause 12, then you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

12.3 Termination pursuant to clause 12 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this agreement prior to the date of termination.

### 13. WARRANTIES

13.1 We do not warrant that the Premises are fit, suitable, or adequate for your activities and all warranties able to be excluded by law are excluded.

13.2 You warrant that -

- (a) you are satisfied that the Premises are fit for the Permitted Use;
- (b) the Premises are in good condition; and
- (c) you have been given adequate information about the Premises to ensure its use without risk to any person.

### 14. SCHOOL POLICIES AND PROCEDURES

14.1 We may from time to time implement School policies, procedures and rules not inconsistent with or in derogation of your rights relating to -

- (a) the use, safety, care and cleanliness of the School and Premises;
- (b) the preservation of good order in the School and Premises;
- (c) the comfort of persons lawfully using the School and Premises;
- (d) the location of garbage and refuse pending its removal;
- (e) the location and/or closure of the car park or the common areas or any part thereof;
- (f) any other matter relevant to the administration of the School and Premises.

14.2 You must abide by all School policies, procedures and rules, as notified by us from time to time.

14.3 Without limiting clauses 14.1 and 14.2 you must -

- (a) not cause a nuisance, or interfere with the reasonable peace, comfort or privacy of other users of the Premises or School or neighbours of the School;
- (b) not use the Premises for any illegal purpose or in our opinion, objectionable purpose;
- (c) take all reasonable precautions to avoid fire and health hazards; and
- (d) ensure that you, your Personnel, Participants, invitees and visitors do not smoke at any time on the Premises, on School land or within 5 metres outside the boundary of the School.

### 15. ENTRY AND REMOVAL OF PERSONS

15.1 In an emergency or where we reasonably believe that you are disturbing the good order and management of the School, we may -

(a) refuse you or your Personnel, Participants, invitees or visitors entry to the Premises; or

(b) direct you, or your Personnel, Participants, invitees or visitors to leave the Premises.

### 16. INJURY TO PERSONS

16.1 You are responsible for the supervision, control, conduct and health and safety of your Personnel, Participants, invitees and visitors on the Premises.

16.2 You must notify us immediately of any injury to any person occurring on the Premises while in use by you.

### 17. DISPUTE RESOLUTION

17.1 The parties shall seek to settle any dispute arising in connection with this agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.

17.2 For the avoidance or settlement of disputes, and for the better management of this agreement, the parties each nominate contact persons in accordance with Item 5 and Item 9.

### 18. COMPLIANCE WITH LAWS

18.1 You must at your own cost, punctually comply with all relevant laws, regulations and the requirements of any statutory authority while using the Premises, and obtain, maintain and renew all Approvals during the term of this agreement.

18.2 You must ensure throughout the term of this agreement, that you and all your Personnel are appropriately qualified and trained and hold all current qualifications and certificates required in order to undertake their activities.

18.3 Without limitation to clause 18.1 and 18.2, you must at your own cost, ensure that throughout the term of this agreement, you comply with the *Working with Children (Risk Management and Screening) Act 2000* (the Act) and all Personnel required by the Act, hold a current and valid "blue card" issued pursuant to the Act which indicates that a person is eligible to work with children and young people in Queensland.

18.4 You must provide documentary evidence of compliance with the requirements referred to in clause 18.1, 18.2 and 18.3, before you sign this agreement and thereafter, as requested by us.

18.5 You must promptly notify us if you receive any notice, order or direction from any statutory authority regarding the breach of any laws or regulations relating to your use of the Premises.

18.6 Nothing expressed or implied in the provisions of this agreement shall derogate from your liability, responsibility, duty or obligation to comply with the provisions of any statute, rule, regulation, local law or any other law in force from time to time in respect of the School and the Premises.

18.7 You acknowledge that you will prepare and lodge (at your cost) any development application or other approval that may be required by the local government or statutory authority to allow you to use the Premises for the Permitted Use. You will comply with all conditions imposed by the local government or statutory authority in relation to the development application or approval.

### 19. YOUR PROPERTY

19.1 You may bring your property onto the Premises with our prior written consent.

19.2 You must ensure that property you bring onto the Premises are fit for use and comply with all relevant Australian Standards.



## PART 2 —STANDARD CONDITIONS

19.3 You are responsible for the care, maintenance and repair of any property you bring onto the Premises.

19.4 At the termination or expiry of this agreement you must remove from the Premises all your property and any other things, including rubbish, you bring on to the Premises. You will fix any damage to our property caused by you when removing your property. After 30 days all your property left on the Premises will be deemed abandoned by you and will become our property. We may, in our discretion sell or otherwise dispose of your abandoned property at your cost.

### 20. ACCESS

20.1 You are responsible for locking and securing the Premises after each use. We will give you a key for each lock or the access code to gain access to the Premises.

20.2 You must at the end of each use -

- (a) close and lock all doors, windows and gates on the Premises and if required, activate any electronic alarm system; and
- (b) turn off all water taps, gas taps, lights, fans, air conditioners and other electrical equipment on the Premises.

20.3 You must not duplicate or provide keys and security codes to another person without our prior written consent.

20.4 You must ensure that the keys are stored securely when not in use.

20.5 You will on demand pay for the cost of replacing any locks or keys which are required to be replaced because you have lost the keys to the Premises.

20.6 You must return all keys to us on the termination or expiry of this agreement or if you do not return all keys to us, you will on demand pay for the cost of replacing any locks or keys to the Premises.

### 21. UNAVAILABILITY OF PREMISES

21.1 We reserve the right at any time, to immediately suspend or terminate this agreement in the event of:

- (a) an emergency or where we consider such action necessary for the safety of any person or property;
- (b) a federal, state or local election;
- (c) a community disaster where the Premises are required to provide disaster relief; or
- (d) where an essential school need arises requiring exclusive use of the Premises.

21.2 Should there be no default by you at the date of suspension or termination, any fees paid by you for the period of the suspension or for the period beyond the termination date, will be refunded to you.

21.3 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of suspension or termination of this agreement in accordance with clause 21.1.

### 22. WAIVER

No right under this agreement shall be deemed to be waived except by notice in writing signed by each party.

### 23. VARIATION

No variation to this agreement shall be valid unless it is in writing and signed by both parties.

### 24. NOTICES

24.1 Any notice, demand, consent or other communication required to be given under this agreement will be deemed to have been given -

- (a) if sent by prepaid mail, on two (2) Business Days following posting;
- (b) if hand delivered, on the date of delivery;
- (c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine; and
- (d) if emailed, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

24.2 The respective addresses for service of the parties are set out in Item 5 and Item 9.

24.3 During school holidays, any notice you give to us must be given to both contacts named in Item 5.

### 25. INTEREST ON UNPAID MONIES

You are to pay interest to us on any monies due and payable under this agreement, and on any judgment in our favour in an action arising from the agreement until all outstanding monies, including interest are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

### 26. P & C LIQUOR APPROVAL

26.1 This clause 26 will only apply where liquor will be consumed, supplied or sold at the Premises.

26.2 If applicable, you must apply for an appropriate liquor permit under the *Liquor Act 1992*, (at your cost) before liquor is supplied or sold at the Premises for a social function.

26.3 You must obtain the approval from the Principal and Parents & Citizens' Association for -

- (a) the social function being held on the Premises; and
- (b) liquor being consumed, supplied, or sold on the Premises in accordance with any conditions notified to you.

26.4 No liquor is to be consumed, supplied, or sold at the Premises unless -

- (a) the activity is a social function;
- (b) you have answered Yes in Item 19;
- (c) we have approved that liquor may be consumed, supplied, or sold at the Premises; and
- (d) the school Principal and Parents & Citizens' Association have provided approval under clause 26.3.

26.5 We may request that you provide us with a copy of the permit obtained under clause 26.2.

## PART 2 —STANDARD CONDITIONS

### 27. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

Released by DoE under the RTI Act



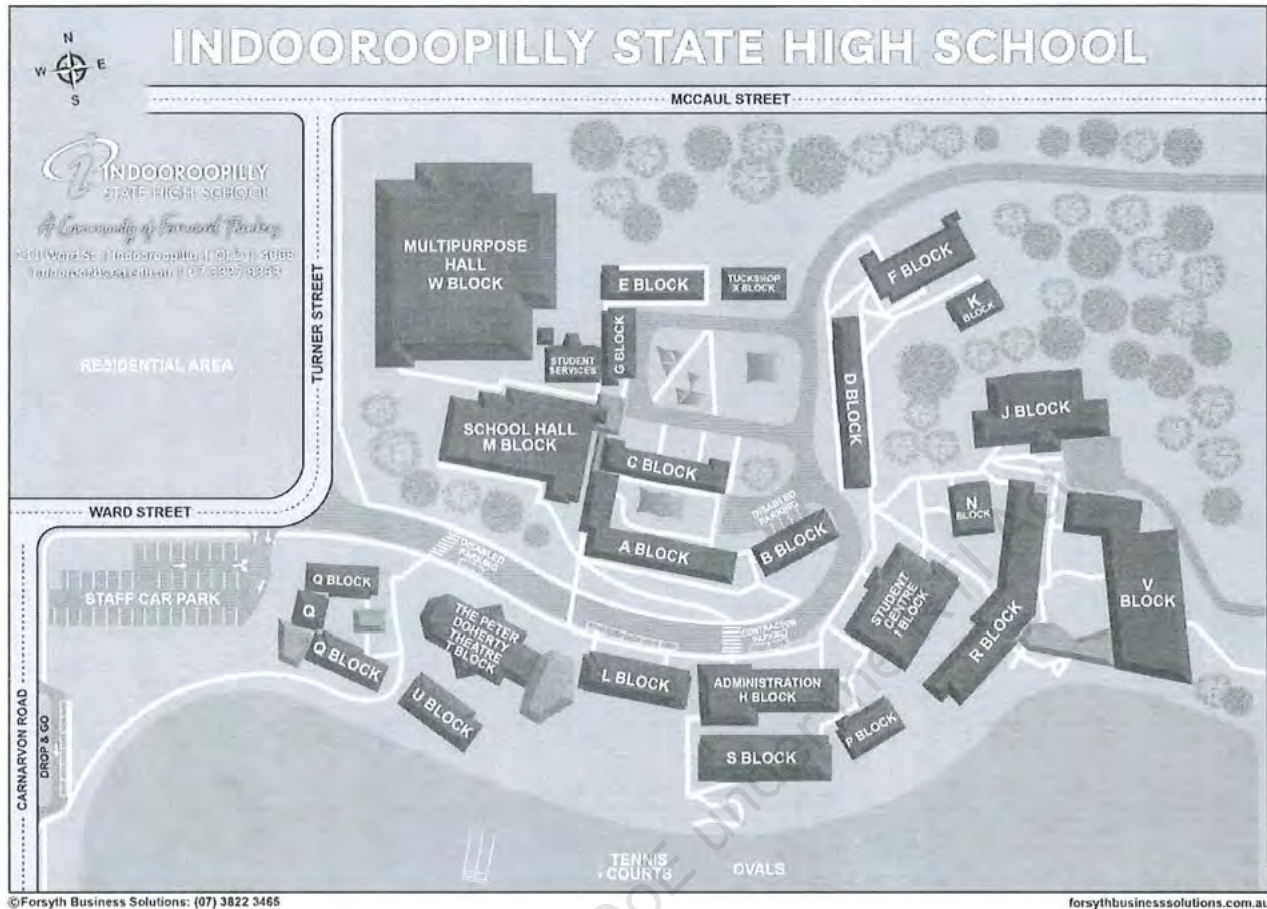
### PART 3 — SPECIAL CONDITIONS

*State here any Special Conditions which apply to this agreement.*

Released by DoE under the RTI Act

## PART 4 — PLAN OF SCHOOL AND PREMISES

Plan 1 - Site plan showing the School and clearly marking the Premises, routes of access, parking areas and any other areas relevant to this agreement



©Forsyth Business Solutions: (07) 3822 3465

forsythbusinesssolutions.com.au



## PART 4 — PLAN OF SCHOOL AND PREMISES

*Plan 2 - Detailed plan of the Premises clearly marking all the facilities and areas to be used*

Released by DoE under the RTI Act

## PART 1 – APPLICATION FORM



### HIRE AGREEMENT – BRISBANE BASKETBALL

#### DEPARTMENT OF EDUCATION AND TRAINING PREMISES (v 2017)

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Indooroopilly State High School

**Item 2. Address of School to be used**

111 Ward Street, Indooroopilly Qld 4068

**Item 3. Our Name**

Indooroopilly State High School. The State of Queensland (represented by the Department of Education and Training)

**Item 4. Our Address and Postal Address**

111 Ward Street, Indooroopilly Qld 4068. PO Box 61, Indooroopilly Qld 4068

**Item 5. Our Contact for Notices**

Person/Position: Mr Michael O'Keeffe, Executive Manager	Address: 111 Ward Street, Indooroopilly Qld 4068
Telephone Number: s47(3)(b) - Contrary to	Facsimile: 3327 8300
Email: moke0@eq.edu.au	

**Our second contact for Notices during school holidays**

Person/Position: Kaylene Bell, Finance Manager	Address:
Telephone Number: s47(3)(b) - Contrary to	Facsimile: 3327 8300
Email: kbell126@eq.edu.au	

**Item 6. Your Name**

s47(3)(b) - Contrary to

**Item 7. Your Insurance Company details (see clause 10)**

**Item 8. Your Address**

s47(3)(b) - Contrary to  
Public Interest

**Item 9. Your Contact for Notices**

Person: s47(3)(b) - Contrary to	Address: AS ABOVE
Telephone Number: s47(3)(b) - Contrary to	Facsimile:
Email: gm@brisbanebasketball.com.au	

**Item 10. Description of Premises to be Used (see Plan in Part 4)**

Multipurpose Hall Car park access via Ward Street access to amenities (located in W Block on school map)

**Item 11. Commencement Date**

1 September 2023

**Item 12. Termination Date**

31 August 2024



## PART 1 – APPLICATION FORM

### Item 13. Hire Fee (inclusive of GST and inclusive of Outgoings)

Amount Payable: s47(3)(b) (Monthly hire excluding GST) excluding Holiday Camps	Payment Time/s: Monthly payment, paid monthly	Method of Payment: B-Point electronic funds transfer
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### Item 14. Do we require a Security Bond?

Yes:	Amount Payable: s47(3)(b) - Contrary
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### Item 15. Permitted Use

Recreational and community engagement, training and competitions
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### Item 16. Time/s of Use

<p>a) 4.30pm to 9.00pm exclusive access Friday, with the Multipurpose hall made available to the school from 3.15pm – 4.30pm Thursday afternoon and periodically as identified from the School Calender with nominated exclusion times for events;</p> <p>b) 9.00am to 2.30pm exclusive access on Saturday; and</p> <p>c) 9.00am to 3.00pm Monday to Friday during School Holidays and public holidays</p> <p>Other Considerations:</p> <ul style="list-style-type: none"> <li>All other times are to be negotiated Additional access times may be considered and granted at the discretion with the school when not required for school use during school terms as per the Identified school events list on the School Calender</li> <li>Additional access times may be considered and granted at the discretion of the school. All requests must be put in writing to the Indooroopilly State High School (Department)</li> </ul>
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### Item 17. Our Equipment you can use – use a separate inventory sheet if necessary

N/A
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### Item 18. Cleaning

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OR	
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Tick the box to confirm the attachments to this application.

- ☐ Certificate of currency of public liability insurance
- ☐ Certificate of currency of workers' compensation insurance
- ☐ Documentary evidence of your compliance with blue card requirements
- ☐ Documentary evidence of all approvals, permissions, licences, certificates and consents required by you to use the Premises for the Permitted Use (including any local council permits and development applications)
- ☐ Documentation required in order for you and your Personnel to legally carry out the proposed use (e.g. training certificates and qualifications)

### Item 21. Execution

<p><b>Our signature</b></p>  <p>_____ Signature of School Principal</p> <p><b>MICHAEL HORNBY</b> _____ Name of School Principal</p>	<p><b>Execution Date</b></p> <p style="text-align: center; font-size: 1.2em;">3 19 2023</p>	<p><b>Witness</b></p> <p><b>s47(3)(b) - Contrary to Public Interest</b> _____ Signature of Witness</p> <p><b>s47(3)(b) - Contrary to Public Interest</b> _____ Name of Witness</p>
<p><b>Your signature</b></p> <p><b>s47(3)(b) - Contrary to Public Interest</b> _____ Full Name</p> <p><b>s47(3)(b) - Contrary to Public Interest</b> _____ Full Name</p> <p>The person signing warrants that they have authority to sign this agreement for you.</p>	<p><b>Execution Date</b></p> <p style="text-align: center; font-size: 1.2em;">13 09 2023</p>	<p><b>Witness</b></p> <p><b>s47(3)(b) - Contrary to Public Interest</b> _____ Signature of Witness</p> <p><b>s47(3)(b) - Contrary to Public Interest</b> _____ Name of Witness</p>



## PART 2 —STANDARD CONDITIONS

### 1. MEANING OF WORDS

"Approvals"	all approvals, permissions, licences, certificates and consents required by any laws relating to your use of the Premises.
"Business Day"	a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.
"Commencement Date"	the day on which this agreement commences as set out in Item 11.
"GST"	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
"Hire Fee"	the hire fee specified in Item 13.
"Outgoings"	means water, electricity, gas, telephone and telecommunications charges.
"Participants"	all persons participating in the activities set out in the Permitted Use.
"Permitted Use"	the use of the Premises as described in Item 15.
"Personnel"	your members, officers, employees, contractors, agents and all other persons authorised by you.
"Premises"	the land, buildings and facilities as described in Item 10 and as shown on the plan in Part 4 and the equipment identified in Item 17 which is to be licensed to you.
"School"	the School specified in Item 1.
"Security Bond"	the security bond specified in Item 14.
"We", "us" or "our"	the State of Queensland (represented by the Department of Education and Training).
"You" "your"	the person or organisation named in Item 6.

### 2. INTERPRETING THIS AGREEMENT

- 2.1 This agreement consists of the following, which make up and govern the entire agreement between you and us -
- Part 1 - the Application;
  - Part 2 - Standard Conditions;
  - Part 3 - Special Conditions;
  - Part 4 - Plan of School and Premises; and
  - The written approval referred to under clause 26.
- 2.2 If two or more persons are named in Item 6, their responsibilities under this agreement bind them jointly and each of them separately. For example, we may ask one person to pay money owing to us under this agreement, without asking the other.
- 2.3 A reference to -
- a person includes a reference to an entity recognised by a law, for example, a corporation;
  - a clause is a reference to a clause in this agreement; and

(c) a numbered item is a reference to the item with that number in Part 1.

- 2.4 The singular shall include the plural and vice versa.
- 2.5 Where the context permits, reference to you shall extend to your Personnel.
- 2.6 A term in Part 2 overrides a term in Part 3 to the extent that they are inconsistent.

### 3. LICENCE

- 3.1 We grant and you accept a licence to use and occupy the Premises during the times specified in Item 16.
- 3.2 We may have access to the Premises at any time even when you are using it, provided that we do not interfere with your rights under this agreement.
- 3.3 We authorise you to use the routes of access to the Premises as indicated on the plan in Part 4 and as varied, from time to time.
- 3.4 You must only use the Premises for the Permitted Use.
- 3.5 The rights conferred by this agreement rest in contract only and shall not infer an intention to create in or confer upon you any tenancy, estate or interest in the Premises.
- 3.6 You agree to conduct your activities at the Premises independently of us. You must not represent, or allow anyone else to represent that you or your activities are in any way operated, or endorsed, by us.
- 3.7 The parties agree that their relationship is of licensor and licensee of the Premises. This agreement does not create any joint venture or relationship of principal and agent between the parties.

### 4. HIRE FEE AND SECURITY BOND

- 4.1 You agree to pay us the Hire Fee in the manner directed by us.
- 4.2 The Hire Fee is inclusive of GST and Outgoings unless otherwise agreed in writing.
- 4.3 If a Security Bond is required in accordance with Item 14, you will pay us the Security Bond in the manner directed by us at the time you sign this agreement.
- 4.4 We are entitled to use the Security Bond if you do not repair any damage to the Premises to our satisfaction and if we incur any additional costs and expenses due to your use or activities when using the Premises.
- 4.5 Subject to clause 4.4 we will return the Security Bond (or balance, if any) to you.

### 5. THINGS TO BE LEFT CLEAN AND TIDY

- 5.1 If you are responsible for cleaning the Premises in accordance with Item 18, you must at your cost and after each period of use, leave the Premises in a clean and tidy condition and in the same condition they were in prior to use.
- 5.2 At the termination or expiry of this agreement, you must at your cost, leave the Premises in a clean and tidy condition and in the same condition they were in, at the Commencement Date.
- 5.3 We may arrange for the cleaning of the Premises at your cost if you do not clean them.
- 5.4 You must not move furniture and equipment on or in the Premises, unless, at the Commencement Date, you have received our approval to do so. If we give our approval, you must



## PART 2—STANDARD CONDITIONS

put the furniture and equipment back in its original position after each period of use and before the termination or expiry of this agreement.

- 5.5 You must not allow any accumulation of useless property or rubbish on the Premises.

- 5.6 You must not use our rubbish bins on the Premises without our consent.

### 6. MAINTENANCE & REPAIR

- 6.1 You must not cause or allow any damage to the Premises or the School.

- 6.2 You must advise us promptly of any damage to, or defective operation of, the Premises or any of our property (including machinery, plant or equipment) upon the Premises.

- 6.3 You are responsible for the cost of repair or replacement of any of our property where such repair or replacement is due to your use or activities when using the Premises.

- 6.4 You must not make or cause to be made any alteration, additions or improvements to the Premises.

### 7. ASSIGNMENT

You must not assign, sub-license or in any manner part with the use and occupation of the Premises or assign the benefit of this agreement unless you are the School's P&C Association and you wish to conduct an activity (such as a fete, art show or similar activity) which is approved by us in writing.

### 8. ADVERTISING

- 8.1 You must not erect or display advertising material on the Premises without our written approval.

- 8.2 You must not use advertising to promote the activity at the Premises without our written approval.

- 8.3 As a guide, we will not approve advertising that -
- (a) is of a nature that might imply that we are involved with or endorse the thing advertised;
  - (b) refers to the Premises other than to show the location of the venue; or
  - (c) is, in our opinion, objectionable.

### 9. INDEMNITY

- 9.1 You are responsible for -
- (a) damage, loss or injury to any person or property; and
  - (b) the cost of any security or emergency call-out to the Premises,
- arising from your use of the Premises.

- 9.2 You will indemnify us, our employees, contractors and agents against all claims for damages, loss, costs or injury arising from your use and occupation of the Premises.

- 9.3 You must pay, within the time set out by us -
- (a) for any damage to or loss of our property arising from your use of the Premises; and
  - (b) the charges that we decide if you use the Premises outside the times of use in Item 16.

### 10. INSURANCE

- 10.1 You must, take out and maintain at your cost, the following insurance -

(a) *Public Liability*

A public liability policy of insurance for an amount of not less than twenty million dollars (\$20M) per occurrence with an insurer approved by us.

(b) *Workers' Compensation*

A workers' compensation policy of insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.

- 10.2 You must provide evidence of each policy of insurance to us before you sign this agreement.

- 10.3 Each policy of insurance must note our rights and interests in this agreement.

- 10.4 You must maintain each policy of insurance during the term of this agreement.

- 10.5 You must notify us in writing as soon as possible prior to any material change in terms, cancellation or other termination of any of the policies required in clause 10.1.

- 10.6 If in our opinion we decide a public liability policy of insurance or a workers' compensation insurance is not required, then we will notify you in writing, and clauses 10.1 to 10.5 will not apply, with respect to that insurance.

- 10.7 If in our opinion we decide to reduce the amount of public liability insurance required, then we will notify you in writing.

### 11. TERMINATION UPON NOTICE

- 11.1 For hire periods of more than 28 days, either we or you may terminate this agreement by giving 28 days' notice in writing.

- 11.2 If this agreement is terminated under clause 11.1, you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

- 11.3 Should there be no default by you at the date of termination and you comply with clause 11.2, any fees paid by you for the period beyond the termination date will be refunded to you.

- 11.4 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of termination of this agreement in accordance with clause 11.1.

### 12. TERMINATION FOR DEFAULT

- 12.1 If -
- (a) you breach any clause of this agreement and do not remedy the breach within 14 days after notice from us to do so; or
  - (b) an application is made or a resolution is passed for your winding up; or
  - (c) a receiver or official manager is appointed; or
  - (d) any step in insolvency proceedings is taken by or against you; or
  - (e) your incorporation is cancelled; or
  - (f) you cease to carry on business,

then we may immediately terminate this agreement.



## PART 2 —STANDARD CONDITIONS

12.2 If this agreement is terminated pursuant to clause 12, then you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

12.3 Termination pursuant to clause 12 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this agreement prior to the date of termination.

### 13. WARRANTIES

13.1 We do not warrant that the Premises are fit, suitable, or adequate for your activities and all warranties able to be excluded by law are excluded.

13.2 You warrant that -

- (a) you are satisfied that the Premises are fit for the Permitted Use;
- (b) the Premises are in good condition; and
- (c) you have been given adequate information about the Premises to ensure its use without risk to any person.

### 14. SCHOOL POLICIES AND PROCEDURES

14.1 We may from time to time implement School policies, procedures and rules not inconsistent with or in derogation of your rights relating to -

- (a) the use, safety, care and cleanliness of the School and Premises;
- (b) the preservation of good order in the School and Premises;
- (c) the comfort of persons lawfully using the School and Premises;
- (d) the location of garbage and refuse pending its removal;
- (e) the location and/or closure of the car park or the common areas or any part thereof;
- (f) any other matter relevant to the administration of the School and Premises.

14.2 You must abide by all School policies, procedures and rules, as notified by us from time to time.

14.3 Without limiting clauses 14.1 and 14.2 you must -

- (a) not cause a nuisance, or interfere with the reasonable peace, comfort or privacy of other users of the Premises or School or neighbours of the School;
- (b) not use the Premises for any illegal purpose or in our opinion, objectionable purpose;
- (c) take all reasonable precautions to avoid fire and health hazards; and
- (d) ensure that you, your Personnel, Participants, invitees and visitors do not smoke at any time on the Premises, on School land or within 5 metres outside the boundary of the School.

### 15. ENTRY AND REMOVAL OF PERSONS

15.1 In an emergency or where we reasonably believe that you are disturbing the good order and management of the School, we may -

(a) refuse you or your Personnel, Participants, invitees or visitors entry to the Premises; or

(b) direct you, or your Personnel, Participants, invitees or visitors to leave the Premises.

### 16. INJURY TO PERSONS

16.1 You are responsible for the supervision, control, conduct and health and safety of your Personnel, Participants, invitees and visitors on the Premises.

16.2 You must notify us immediately of any injury to any person occurring on the Premises while in use by you.

### 17. DISPUTE RESOLUTION

17.1 The parties shall seek to settle any dispute arising in connection with this agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.

17.2 For the avoidance or settlement of disputes, and for the better management of this agreement, the parties each nominate contact persons in accordance with Item 5 and Item 9.

### 18. COMPLIANCE WITH LAWS

18.1 You must at your own cost, punctually comply with all relevant laws, regulations and the requirements of any statutory authority while using the Premises, and obtain, maintain and renew all Approvals during the term of this agreement.

18.2 You must ensure throughout the term of this agreement, that you and all your Personnel are appropriately qualified and trained and hold all current qualifications and certificates required in order to undertake their activities.

18.3 Without limitation to clause 18.1 and 18.2, you must at your own cost, ensure that throughout the term of this agreement, you comply with the *Working with Children (Risk Management and Screening) Act 2000* (the Act) and all Personnel required by the Act, hold a current and valid "blue card" issued pursuant to the Act which indicates that a person is eligible to work with children and young people in Queensland.

18.4 You must provide documentary evidence of compliance with the requirements referred to in clause 18.1, 18.2 and 18.3, before you sign this agreement and thereafter, as requested by us.

18.5 You must promptly notify us if you receive any notice, order or direction from any statutory authority regarding the breach of any laws or regulations relating to your use of the Premises.

18.6 Nothing expressed or implied in the provisions of this agreement shall derogate from your liability, responsibility, duty or obligation to comply with the provisions of any statute, rule, regulation, local law or any other law in force from time to time in respect of the School and the Premises.

18.7 You acknowledge that you will prepare and lodge (at your cost) any development application or other approval that may be required by the local government or statutory authority to allow you to use the Premises for the Permitted Use. You will comply with all conditions imposed by the local government or statutory authority in relation to the development application or approval.

### 19. YOUR PROPERTY

19.1 You may bring your property onto the Premises with our prior written consent.

19.2 You must ensure that property you bring onto the Premises are fit for use and comply with all relevant Australian Standards.



## PART 2—STANDARD CONDITIONS

19.3 You are responsible for the care, maintenance and repair of any property you bring onto the Premises.

19.4 At the termination or expiry of this agreement you must remove from the Premises all your property and any other things, including rubbish, you bring on to the Premises. You will fix any damage to our property caused by you when removing your property. After 30 days all your property left on the Premises will be deemed abandoned by you and will become our property. We may, in our discretion sell or otherwise dispose of your abandoned property at your cost.

### 20. ACCESS

20.1 You are responsible for locking and securing the Premises after each use. We will give you a key for each lock or the access code to gain access to the Premises.

20.2 You must at the end of each use -

- (a) close and lock all doors, windows and gates on the Premises and if required, activate any electronic alarm system; and
- (b) turn off all water taps, gas taps, lights, fans, air conditioners and other electrical equipment on the Premises.

20.3 You must not duplicate or provide keys and security codes to another person without our prior written consent.

20.4 You must ensure that the keys are stored securely when not in use.

20.5 You will on demand pay for the cost of replacing any locks or keys which are required to be replaced because you have lost the keys to the Premises.

20.6 You must return all keys to us on the termination or expiry of this agreement or if you do not return all keys to us, you will on demand pay for the cost of replacing any locks or keys to the Premises.

### 21. UNAVAILABILITY OF PREMISES

21.1 We reserve the right at any time, to immediately suspend or terminate this agreement in the event of:

- (a) an emergency or where we consider such action necessary for the safety of any person or property;
- (b) a federal, state or local election;
- (c) a community disaster where the Premises are required to provide disaster relief; or
- (d) where an essential school need arises requiring exclusive use of the Premises.

21.2 Should there be no default by you at the date of suspension or termination, any fees paid by you for the period of the suspension or for the period beyond the termination date, will be refunded to you.

21.3 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of suspension or termination of this agreement in accordance with clause 21.1.

### 22. WAIVER

No right under this agreement shall be deemed to be waived except by notice in writing signed by each party.

### 23. VARIATION

No variation to this agreement shall be valid unless it is in writing and signed by both parties.

### 24. NOTICES

24.1 Any notice, demand, consent or other communication required to be given under this agreement will be deemed to have been given -

- (a) if sent by prepaid mail, on two (2) Business Days following posting;
- (b) if hand delivered, on the date of delivery;
- (c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine; and
- (d) if emailed, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

24.2 The respective addresses for service of the parties are set out in Item 5 and Item 9.

24.3 During school holidays, any notice you give to us must be given to both contacts named in Item 5.

### 25. INTEREST ON UNPAID MONIES

You are to pay interest to us on any monies due and payable under this agreement, and on any judgment in our favour in an action arising from the agreement until all outstanding monies, including interest are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

### 26. P & C LIQUOR APPROVAL

26.1 This clause 26 will only apply where liquor will be consumed, supplied or sold at the Premises.

26.2 If applicable, you must apply for an appropriate liquor permit under the *Liquor Act 1992*, (at your cost) before liquor is supplied or sold at the Premises for a social function.

26.3 You must obtain the approval from the Principal and Parents & Citizens' Association for -

- (a) the social function being held on the Premises; and
- (b) liquor being consumed, supplied, or sold on the Premises in accordance with any conditions notified to you.

26.4 No liquor is to be consumed, supplied, or sold at the Premises unless -

- (a) the activity is a social function;
- (b) you have answered Yes in Item 19;
- (c) we have approved that liquor may be consumed, supplied, or sold at the Premises; and
- (d) the school Principal and Parents & Citizens' Association have provided approval under clause 26.3.

26.5 We may request that you provide us with a copy of the permit obtained under clause 26.2.



## PART 2 —STANDARD CONDITIONS

### 27. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

Released by DoE under the RTI Act

### PART 3 — SPECIAL CONDITIONS

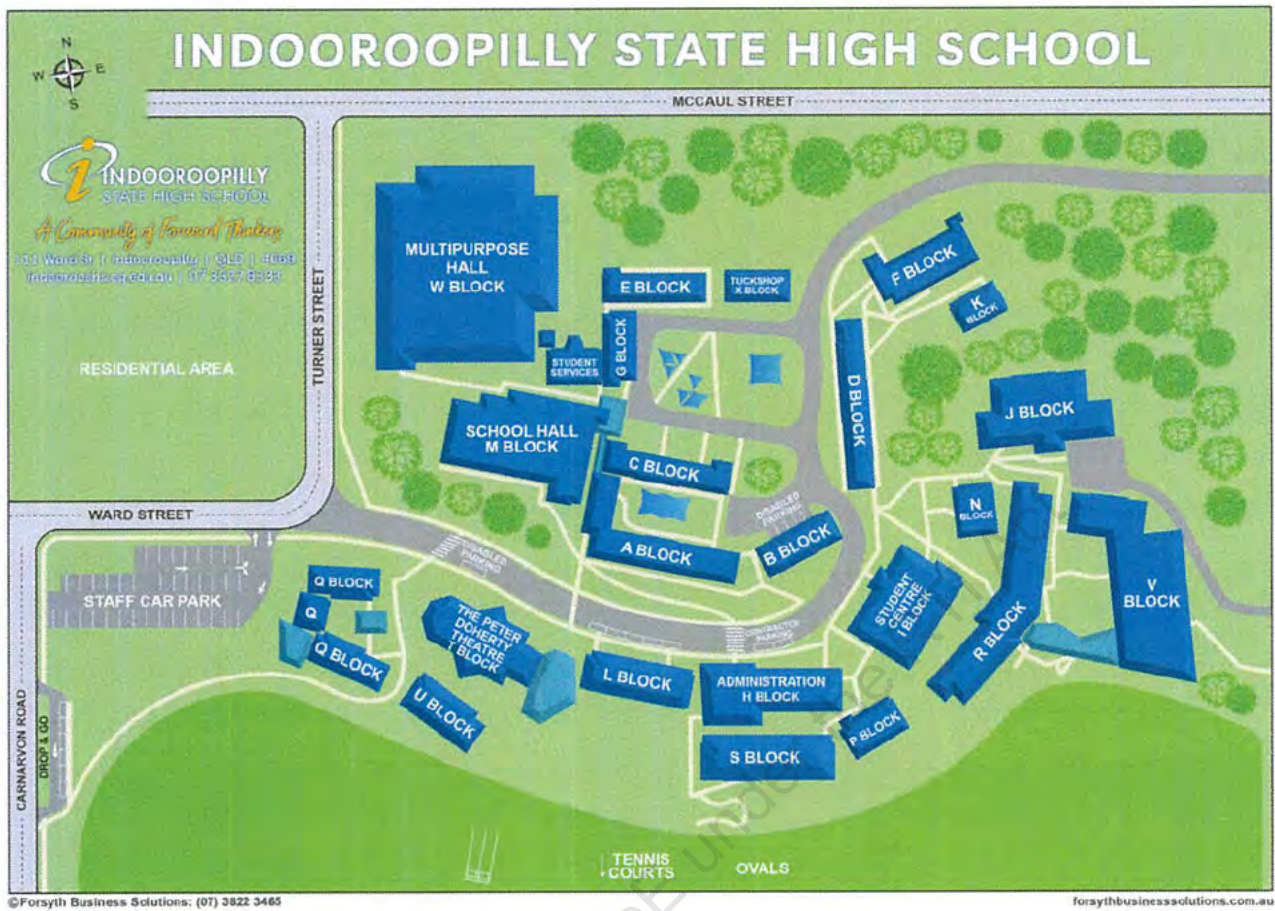
*State here any Special Conditions which apply to this agreement.*

Released by DoE under the RTI Act



## PART 4 — PLAN OF SCHOOL AND PREMISES

Plan 1 - Site plan showing the School and clearly marking the Premises, routes of access, parking areas and any other areas relevant to this agreement



## PART 4 — PLAN OF SCHOOL AND PREMISES

*Plan 2 - Detailed plan of the Premises clearly marking all the facilities and areas to be used*

Released by DoE under the RTI Act



# School principal risk management assessment for community use of school facilities

**School Principal to complete (refer to *Community use of school facilities guideline – section 6*)**

## 1. Activity to be conducted: MPH

*September 2023 to August 2024 Basketball games for Brisbane Basketball*

2. Hazards or risks that may be present in the activity: <i>Note any issues that could cause harm - for example:</i>	3. Management of activity (risk mitigation): <i>Describe how the activity (and risks) will be managed -for example:</i>
injuries associated with equipment	All equipment used by players under direct supervision
Parking	All parents are to show all care and attending in access or departing school car parking area
Infection / illness / etc.	Hirer is responsible for supply and treatment of First aid
unsupervised or unsanctioned activities	security measures are in place to monitor entrances and exits
Alcohol	NO alcohol is to be brought onto or consumed on the school grounds unless previously authorised or license approved by P & C.
Smoking	NO smoking on school grounds or within 5 metres of the boundary line. No butts to be left lying around the school area.

4. The risk assessment conducted by the Principal must address work health and safety, child protection issues and all other potential risks. The Principal should consider:

☐ the information provided by the community user in the *Community user risk management assessment for the community use of school facilities*;



- ☐ the suitability and appropriateness of the proposed use of the school facilities and all equipment;
- ☐ the nature of the proposed activity;
- ☐ suitability and appropriateness of the proposed community user;
- ☐ the nature of any school equipment to be hired – e.g. expensive sound system, specialist gym or manual arts equipment;
- ☐ whether the community user and their employees, contractors and volunteers are appropriately qualified and trained to conduct the activity and use the school equipment;
- ☐ whether the community user and their employees, contractors and volunteers are appropriately qualified and trained to use and operate the school equipment;
- ☐ whether the school facilities are fit for purpose and appropriate for the proposed activity and the intended use;
- ☐ whether the school facilities are in good condition, safe to use and regularly and properly maintained;
- ☐ whether the number of people that will be involved in the proposed activity will exceed the design capacity. Make a reasoned judgement about appropriate allocation of space and the permitted number of users.
- ☐ whether the community user intends to conduct activities in which children or young people are involved or present and has complied with legislative requirements set out in section 5 of these Guidelines;
- ☐ whether the proposed use is a prohibited use detailed in section 8 of these Guidelines;
- ☐ whether the community user is able to provide evidence of public liability insurance and workers' compensation insurance (if required) in accordance with section 12.1 of these Guidelines;
- ☐ the safety and security responsibilities in relation to the use and access to school facilities as detailed in section 12.4 of these Guidelines and the department School security procedures (DET employees only) and School Security Handbook;
- ☐ whether the community user intends to consume, supply or sell alcohol on school premises and has complied with the requirements set out in section 12.6 of these Guidelines;
- ☐ whether the school facilities will be used after hours and the night lighting requirements set out in section 12.7 of these Guidelines have been considered;
- ☐ whether operating procedure manuals, training, instruction and personal protective equipment is available to ensure proper use of school equipment as set out in section 12.8 of these Guidelines;
- ☐ whether the community user will provide proper supervision of the activity and use of school equipment;
- ☐ whether access to toilets has been considered in accordance with section 12.9 of the Guidelines;
- ☐ the roles and responsibilities of the community user and their employees, contractors and volunteers;
- ☐ identify the hazards with respect to the school facility and equipment being hired, the proposed activity, the community user and the access routes;
- ☐ the likelihood of injury, loss or damage to persons or property as a result of the use of school facilities;
- ☐ the supervision of children in the school grounds (including access to play equipment areas and toilets), school car parks and surrounding streets;
- ☐ whether the access routes on the school site to be used by the community user to access the school facilities are safe and in good condition;
- ☐ the impact of the proposed activity on neighbouring properties – e.g. light, noise, parking;
- ☐ whether the proposed use contravenes any local council laws and regulations;
- ☐ whether the local council requires the community user to obtain any approvals, licences or permits in order to hire and use the school facilities for the proposed activities; and
- ☐ In conclusion, whether the proposed use has adequately addressed risks to enable the activity to be conducted in a safe manner

**5. Assessment Outcome**

- ☐ Supported - risk mitigation strategy adequate
- ☐ Supported with the following conditions – risk mitigation strategy requires some enhancement:
  - Xxx
  - Xxx
  - Xxx
- ☐ Not supported - risk mitigation strategy not adequate

Released by DoE under the RTI Act



**From:** [MCGREGOR, Emma](#)  
**To:** [SCHULZ, Trevor](#); [MAY, Brenda](#)  
**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice  
**Date:** Thursday, 14 September 2023 4:20:23 PM  
**Attachments:** [PN4863 Indooroopilly State High School Acoustic 100% CD Report v3.pdf](#)  
[image002.jpg](#)  
[image003.jpg](#)  
[image006.png](#)  
[image008.png](#)  
[image009.jpg](#)  
[image010.png](#)

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**From:** DIMITRIOU, Jaree <Jaree.DIMITRIOU@qed.qld.gov.au>  
**Sent:** Wednesday, 9 August 2023 3:42 PM  
**To:** HORNBY, Mick <mhorn41@eq.edu.au>  
**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Mick

For you awareness below, and attached.

I can confirm, from consultation below, the following

- Community use is allowed as part of the MID, key points called out as follows,
  - Section 4.3 includes a curfew for activities undertaken in the multi-purpose hall imposed after 9:30pm. Additional operational requirements referred in the Acoustic report include: clerestory louvres must remain closed during sport after 6pm; roller doors must not be open during the use of the space for sport events.
- The facility has been treated to meet acoustic requirements (attached supports this)

I am comfortable that you can enter into agreements as necessary.

Thanks so much  
Jaree

**Jaree Dimitriou**  
Executive Director  
Strategy and Service Planning

Infrastructure Services  
Department of Education

**M:** s47(3)(b) -  
**E:** [jaree.dimitriou@qed.qld.gov.au](mailto:jaree.dimitriou@qed.qld.gov.au)  
Level 19 | 53 Albert Street | Brisbane QLD 4001  
PO Box 10533 | City East QLD 4002



*In the spirit of reconciliation I acknowledge the Traditional Custodians of country throughout Australia and their connections to land, sea and community.  
I pay my respect to their Elders past and present, and extend that respect to all Aboriginal and Torres Strait*

Islander peoples today.

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**From:** CRAMER, Meg <[Meg.CRAMER@qed.qld.gov.au](mailto:Meg.CRAMER@qed.qld.gov.au)>  
**Sent:** Wednesday, 9 August 2023 2:30 PM  
**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Jaree

s47(3)(b) - Contrary to Public Interest Marty helped me dig something up.

In lieu of the as-built plans, find attached the ADCO report which outlines where the acoustic requirements are met in the design (Section 3.2)

Let me know if this will suffice?

Thanks,

**Meg Cramer**  
Principal Advisor

Office of the Executive Director  
Infrastructure Delivery  
Infrastructure Services  
Department of Education

**P:** 07 3034 5100

**E:** [meg.cramer@qed.qld.gov.au](mailto:meg.cramer@qed.qld.gov.au)

Level 5 | 123 Albert Street | Brisbane QLD 4000

PO Box 15033 | City East QLD 4002

**I acknowledge the Traditional Custodians** of this land, waterways and seas. I pay my respects to their ancestors and Elders of the past and present, and their continued determination to keep culture alive and strong.



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**From:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Sent:** Wednesday, 9 August 2023 8:28 AM  
**To:** CRAMER, Meg <[Meg.CRAMER@qed.qld.gov.au](mailto:Meg.CRAMER@qed.qld.gov.au)>  
**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Meg

Would it be possible to find out if there is 'as built' information held within Delivery that would help to provide assurance that the hall project at Indooroopilly was delivered with appropriate acoustic treatment? See Janette's comment below.

I'd love to go back to the school principal in the next couple of days if possible.

Help much appreciated!

Thanks  
Jaree

**Jaree Dimitriou**  
Executive Director  
Strategy and Service Planning

Infrastructure Services  
Department of Education

**M:** s47(3)(b) -  
**E:** [jaree.dimitriou@qed.qld.gov.au](mailto:jaree.dimitriou@qed.qld.gov.au)  
Level 19 | 53 Albert Street | Brisbane QLD 4001  
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I pay my respect to their Elders past and present, and extend that respect to all Aboriginal and Torres Strait Islander peoples today.*

---

**From:** Janette Rowe <[Janette.Rowe@epw.qld.gov.au](mailto:Janette.Rowe@epw.qld.gov.au)>  
**Sent:** Tuesday, 8 August 2023 6:09 PM  
**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Cc:** Norman Wong <[Norman.Wong@epw.qld.gov.au](mailto:Norman.Wong@epw.qld.gov.au)>; Tamara Peverill <[Tamara.Peverill@epw.qld.gov.au](mailto:Tamara.Peverill@epw.qld.gov.au)>; HANSFORD, Pauline <[Pauline.HANSFORD@qed.qld.gov.au](mailto:Pauline.HANSFORD@qed.qld.gov.au)>; SSP, OED <[OED.SSP@qed.qld.gov.au](mailto:OED.SSP@qed.qld.gov.au)>  
**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Jaree

In respect to the Planning Regulation 2017, Schedule 5, Part 2, the MID included 'Item 15: sporting facilities'. On this basis it is acceptable for third party use of the School Hall by Brisbane Basketball.

Any hire agreement should ensure appropriate terms and conditions to ensure compliance with any operational performance or management requirements of the MID.

Requirement 16 states that the acoustic measures outlined in Section 4.3 of the Acoustic report are to be implemented. Section 4.3 includes a curfew for activities undertaken in the multi-purpose hall imposed after 9:30pm. Additional operational requirements referred in the Acoustic report include: clerestory louvres must remain closed during sport after 6pm; roller doors must not be open during the use of the space for sport events.

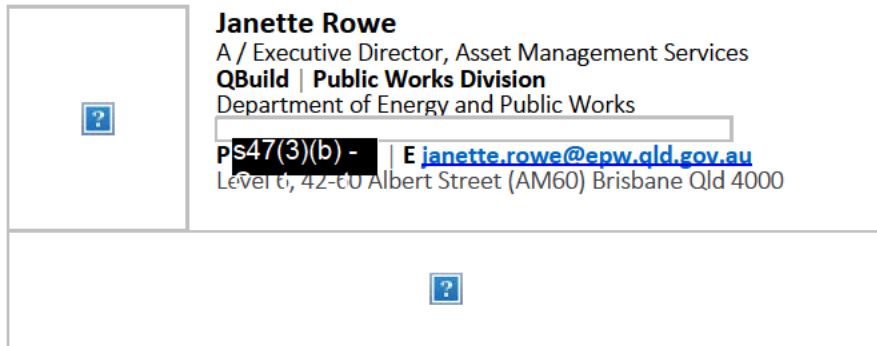
DoE should satisfy itself that the performance requirements and recommendations in the Acoustic report were achieved in the hall construction, and that the as-constructed building elements are consistent with the design assumptions that the acoustic modelling was based on.

Unplanned changes in detailed design or construction would necessitate the acoustic performance of the building to be tested, and could identify non-compliances with the acoustic performance objectives established by the MID—requiring rectification and / or additional operational management measures. In this event, amendment may also be required to the MID,



specifically requirement 16.

Regards



**From:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Sent:** Tuesday, 8 August 2023 4:27 PM  
**To:** Janette Rowe <[Janette.Rowe@epw.qld.gov.au](mailto:Janette.Rowe@epw.qld.gov.au)>  
**Cc:** Norman Wong <[Norman.Wong@epw.qld.gov.au](mailto:Norman.Wong@epw.qld.gov.au)>; Tamara Peverill <[Tamara.Peverill@epw.qld.gov.au](mailto:Tamara.Peverill@epw.qld.gov.au)>; HANSFORD, Pauline <[Pauline.HANSFORD@qed.qld.gov.au](mailto:Pauline.HANSFORD@qed.qld.gov.au)>; SSP, OED <[OED.SSP@qed.qld.gov.au](mailto:OED.SSP@qed.qld.gov.au)>  
**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

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Hi Janette

Were the team able to provide any insights on this one?

Thanks so much  
Jaree

**Jaree Dimitriou**  
Executive Director  
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---

**From:** DIMITRIOU, Jaree

**Sent:** Tuesday, 1 August 2023 9:15 AM

**To:** Janette Rowe <[Janette.Rowe@epw.qld.gov.au](mailto:Janette.Rowe@epw.qld.gov.au)>

**Cc:** Norman Wong <[Norman.Wong@epw.qld.gov.au](mailto:Norman.Wong@epw.qld.gov.au)>; Tamara Peverill <[Tamara.Peverill@epw.qld.gov.au](mailto:Tamara.Peverill@epw.qld.gov.au)>; HANSFORD, Pauline <[Pauline.HANSFORD@qed.qld.gov.au](mailto:Pauline.HANSFORD@qed.qld.gov.au)>; SSP, OED <[OED.SSP@qed.qld.gov.au](mailto:OED.SSP@qed.qld.gov.au)>

**Subject:** Indooroopilly State High School - Designation and Hiring Hall advice

Hi Janette

Are you able to let me know if the team can provide advice as to whether the hire agreement (attached) is consistent with the current designation at Indooroopilly SHS.

The Principal is managing ongoing concerns raised by the neighbours in relation to outside hours use of the sports facility.

Would it be possible for the team to provide advice as to whether, if activities are occurring as per the hire agreement, there are any issues related to approved uses under the MID (also attached).

Thanks so much  
Jaree

**Jaree Dimitriou**

Executive Director

Strategy and Service Planning

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---

**From:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Sent:** Monday, 31 July 2023 12:29 PM

**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>

**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

Hey Jaree,

Thank-you for taking my phone call this morning. Here are the documents that I am after advice on. As I mentioned, I have received continuous complaints around the use of the School Hall since I arrived 12 months ago. I would like to make sure that before any new agreements are entered into, all due diligence has taken place as part of the process.

Thank-you again for your time.

*Michael Hornby*

*Executive Principal  
Indooroopilly State High School*

Indooroopilly State High School | PO Box 61 Ward St | Indooroopilly QLD 4068 Australia  
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**From:** MCKAY, Kelly (kmcka89) <[kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au)>

**Sent:** Monday, 31 July 2023 12:05 PM

**To:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Subject:** Indooroopilly State High School - Designation and Hiring Hall advice



Hi Mick

These should be good to go now.

Kind regards

Kelly

Kelly Mckay

Executive Officer to the Executive Principal

Indooroopilly State High School

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**From:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Sent:** Monday, 31 July 2023 10:57 AM

**To:** MCKAY, Kelly (kmcka89) <[kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au)>

**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

*Michael Hornby*

*Executive Principal*

*Indooroopilly State High School*

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**From:** HORNBY, Mick (mhorn41)

**Sent:** Monday, 31 July 2023 10:54 AM

**To:** [Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)

**Subject:** Indooroopilly State High School - Designation and Hiring Hall advice

Morning Jaree,

Thank-you for taking my phone call this morning. Here are the documents that I am after advice on. As I mentioned, I have received continuous complaints around the use of the School Hall since I arrived 12 months ago. I would like to make sure that before any new agreements are entered into, that all due diligence has taken place as part of the process.

Thank-you again for your time.

*Michael Hornby*

*Executive Principal*

*Indooroopilly State High School*

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**From:** MCKAY, Kelly (kmcka89) <[kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au)>

**Sent:** Monday, 31 July 2023 10:48 AM

**To:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Subject:** Signed version - MPH Agreement

Dear Mick

Attached is a copy of the current MPH Hire Agreement with Brisbane Basketball together with the designation documents.

Kind regards

Kelly

Kelly Mckay

Executive Officer to the Executive Principal

Indooroopilly State High School

PO Box 61 Ward Street | Indooroopilly | QLD Australia | 4068

**T:** 07 3327 8333 | **F:** 07 3327 8300 | **E:** [kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au) | **W:** [www.indooroopillyshs.eq.edu.au](http://www.indooroopillyshs.eq.edu.au)

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Thank you.

**INDOOROPILLY STATE HIGH SCHOOL**

**111 WARD STREET, INDOOROPILLY**



**ACOUSTIC DESIGN – 100% CONSTRUCTION DOCUMENTATION**  
**ACOUSTIC REPORT**

Commissioned by:	ADCO Constructions Pty Ltd
Date:	3 April 2020
Project number:	4863
Version:	v.3
Author:	s47(3)(b)



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## 1.0 INTRODUCTION

The Indooroopilly State High School is currently being enhanced by the constructing of a multipurpose sports centre. The Sports Centre includes three sports courts, GLA, Gym, staff offices, storage areas and amenities. This Construction Documentation (CD) report is intended to set standards and a design approach for the acoustics of the building. After reviewing the supplied plans and use the on-site measurements based on Woods & Grieve's 60% Design Development Report, Palmer Acoustics 100% DD report and revised assessment with open louvres and door, the following acoustic advice and treatments are recommended to achieve the Queensland Government requirements and a 'good' level of acoustic amenity to form the 100% Construction Documentation Acoustic Report.

This CD report details the following aspects relating to the acoustics of the multipurpose sports centre building:

- General requirements including recommended standards;
- Noise emissions to the nearby residences;
- Architectural requirements, specifically acoustic isolation, absorption and testing;
- Mechanical plant acoustic design criteria;
- Revised acoustic assessment modelling for sports centre with open doors and louvres (refer to Appendix B).

## 1.1 Previous reporting

The project is the subject of a Ministerial designation decision notice (dated 6 Feb 20). In section 16 the decision notice states that *"Prior to the commencement of works for the multi-purpose hall, implement the acoustic measures outlined in Section 4.3 – Multi-purpose Sports Hall of the Indooroopilly State High School 60% Detailed Design Acoustic Report, Document Ref. 41923, Rev 2, dated 18/09/2019, prepared by Wood and Grieve Engineers Ltd and included at Annexure 7."*

The environmental assessment component of the Wood and Grieve report has been used for this assessment.



## 2.0 GENERAL REQUIREMENTS – ACOUSTICS

### 2.1 Requirements

The following Acoustic Requirements apply to this project:

(i) *Queensland Government*

Department of Education, Training and Employment (DETE) – Design Standard for DETE Facilities Version 3.0

Section 4 Building Design Standards  
4.9 Acoustic Performance

This part of the requirements states acoustic isolation and absorption requirements for specific areas in DETE facilities and presented in Table 4 and Table 6 below.

(ii) *Room Data sheets*

Indooroopilly State High School Room Data Sheet - 14 Jan 2020

(iii) *Ambient Noise Level from 60% Design Development Acoustic Report*

The typical average ambient noise level was obtained from Wood & Grieve Engineers Acoustic Report, project number 41923, (60% Design Report) - 15 Oct 2019. The noise monitoring was conducted between 29 March and 4 April 2019 in the front yard of 7 Turner Street, Indooroopilly. The measurement results are presented in Table 1.

**Table 1: Measured Ambient Noise Levels at 7 Turner Street, Indooroopilly**

Time	Measured Noise Levels <sup>1</sup> dB(A) <sup>2</sup>		
	L <sub>Aeq</sub> <sup>3</sup>	L <sub>A90</sub> <sup>4</sup>	RBL <sup>5</sup>
Day: 7 am to 6 pm	56	46	44
Evening: 6 pm to 10 pm	48	39	37
Night: 10 pm to 7 am	49	36	32

---

<sup>1</sup> Average noise levels throughout the period, with the exception of L<sub>A90</sub> which is the average below the median noise levels for the period.

<sup>2</sup> dB(A) decibels, A-weighted

<sup>3</sup> L<sub>Aeq</sub> for a specified time interval, means the time average A-weighted sound pressure level, within the meaning given by AS1055.1 for the interval

<sup>4</sup> L<sub>A90</sub> refers to the noise level exceeded 90% of the time period, commonly referred to as the background noise level

<sup>5</sup> RBL refers to the rating background noise level

**(iv) Environment Protection Act 1994**

The Environment Protection Act (EPA) protects the Queensland Environment from environmental nuisance and states that:

*Environmental nuisance is unreasonable interference or likely interference with an environmental value caused by—*

- a. aerosols, fumes, light, noise, odour, particles or smoke; or*
- b. an unhealthy, offensive or unsightly condition because of contamination; or*
- c. another way prescribed by regulation.*

Chapter 8, Part 3, of the Act lists Offences relating to environmental harm. In Division 3 of Chapter 8 Default Noise standards are stated. Section 440W, Indoor venues, directly relate to the operation of the Sports Hall. It is understood that the noise standards stated in Part 3B are offences noise limits. In this situation, applying these standards, that are based on a rise of noise above the ambient noise levels (Background plus), as a design limit is considered appropriate owing to the widespread of this method by Brisbane City Council. Further from British Standard BS4142 - *Rating industrial noise affecting mixed residential and industrial areas* a rise above background of 5 dB is a likely indication of an adverse impact. At a rise of 5 dB, the noise from the source will be just audible (not loud or unbearably intrusive). For these reasons, the 440W Indoor Venues noise limits are applied in this situation. The 440W Indoor Venues noise criteria are stated below:

**440W Indoor venues**

*(1) An occupier of a building must not use, or permit the use of, the building as an indoor venue on any day —*

- (a) Before 7 a.m. if the use makes an audible noise; or*
- (b) From 7 a.m. to 10 p.m, if the use makes a noise of more than 5dB(A) above the background level; or*
- (c) From 10 p.m. to midnight, if the use makes a noise of more than 3dB(A) above the background level.*

From the above, we derive a day time external limit of 51 dB(A) (7 am to 6 pm) and evening limit of 44dB(A) (6 pm to 10 pm) at the nearby residential location. As the Sports Hall does not operate after 10 pm, therefore only the day time limit applies to the hall.

Accordingly, we assert that limiting noise emissions to this level will preserve the environmental values of the adjacent sensitive receptors/residents.

**(v) Internal Noise Levels and Reverberation Time**

The aim is to comply with Australian Standard AS 2107 – 2016 *Acoustics – Recommended design sound levels and reverberation times for building interiors* Table 1 Design Sound Level range for overall (combined) noise levels from external noise and internal air conditioning system. The applicable criteria are extracted as Table 2 below.

**Table 2: Recommended Design Sound Levels for Different Areas of Occupancy in Buildings**

Type of occupancy/activity	Design sound level, $L_{Aeq}$ , dB(A) range	Design reverberation time (T) range, s
Sports Hall	<50	2 ^
High school Classroom	35 to 45	0.3 to 0.7
Office areas	40 to 45	0.4 to 0.7
Toilet/change/showers	<55	-
Weight training/Fitness room	<50	<1.0
Corridors and lobbies	<50	<0.8
Staff studies/collegiate	40 to 45	0.4 to 0.6

Note 1: Reverberation time should be minimized for noise control.

^ The proposed sports hall volume is > 10000m<sup>3</sup> refer to AS/NZS 2017 Appendix A

(vi) *Australian & Other Standards*

To assist in setting standards in the equipment and materials supplied for the project and also for assessing their acoustic performance on the site, the following Standards should be applied to the project:

- AS 1055-2018 Acoustics – Description and measurement of environmental noise.
- AS 1081.2-1990 Acoustics - Measurement of airborne noise emitted by rotating electrical machinery Survey method
- AS 1191-2002 (R2016) Acoustics - Method for Laboratory Measurement of Airborne Sound Transmission insulation of building elements
- AS/NZS IEC 61672 -2 Electroacoustics Sound level meters Pattern evaluation tests
- AS 1633-1985 Acoustics – Glossary of terms and related symbols
- AS 2670 Part 2 Evaluation of Human Whole Body Exposure to Vibration (0 to 80 Hz)
- AS 2107. 2016 Acoustics - Recommended Design Sound Levels and Reverberation Times for Building Interiors
- AS 2253-1979 Methods for field measurement of the reduction of airborne sound transmission in buildings
- AS 2436-2010 (R2016) Guide to noise and vibration control on construction, demolition and maintenance sites.
- AS 2460-2002 (R2016) Acoustics - Measurement of the reverberation time in rooms
- AS 2900 Quantities, units, and symbols
- AS ISO354:2006 (R2016) Acoustics - Measurement of sound absorption in a reverberation room
- AS 3671. 1989 Acoustics - Road Traffic Noise Intrusion - Building Siting and Construction
- BS 848 Fans for General Purposes:  
Part 2 Methods of Noise Testing
- ISO 140 Acoustics – Rating of sound insulation in buildings and building elements –



- |          |  |
|----------|--|
| Part 3:  | Laboratory measurements of airborne sound insulation of building elements      |
| Part 4:  | Field measurements of airborne sound insulation between rooms                  |
| Part 5:  | Field measurements of airborne sound insulation of façade elements and façades |
| Part 6:  | Laboratory measurements of impact sound insulation of floors                   |
| Part 10: | Laboratory measurement of airborne sound insulation of small building elements |
- *ISO 3746:2000* Acoustics – Determination of sound power levels and sound energy levels of noise sources using sound pressure – survey method using an enveloping measurement surface over a reflecting plane
  - *ISO 16238* Acoustics – Field measurement of sound insulation in building and of building elements -
 

Part 1:	Airborne sound insulation
Part 2:	Impact sound insulation
  - *ISO 717:2013* Acoustics – Rating of sound insulation in building and of building elements -
 

Part 1:	Airborne sound insulation
Part 2:	Impact sound insulation

**Of the above, the most applicable Standards are:**

- AS 2107 ( for establishing acceptable internal noise levels);
- AS 1055 (for measuring as assessing environmental noise);
- AS/NZS IEC 61672 (for defining the quality of the noise level meters to be used);
- AS 2436 (for management construction noise for local noise sensitive areas).
- ISO 16238 (for determining building element isolation)

### 3.0 ARCHITECTURAL REQUIREMENTS – ACOUSTIC

#### 3.1 General

This specification describes, for the new multipurpose sports centre, acoustic criteria for the architectural elements and any required testing/inspection program for the following acoustics aspects of the building:

- Background noise levels in interior spaces;
- Sound transmission loss through building elements onto adjacent spaces;
- Sound transmission loss through building elements onto the nearby residence;
- Rain noise intrusion.

The specification is also intended to highlight good standard building practices with a view to ensuring that noise problems do not occur through poor attention to detail.

#### 3.2 Acoustic Isolation and absorption

The isolation requirements detailed below form the basis of the architectural acoustic specifications and should be achieved to ensure that the building meets its design objectives. Where there is doubt as to whether the performance has been achieved, acoustic tests should be carried out to ISO 717, Part 1 *Acoustics - Rating of sound insulation in buildings and of building elements Airborne sound insulation*.

##### (i) Acoustic Isolation- Internal walls

To achieve suitable levels of acoustic isolation between spaces, and hence achieve appropriate levels of privacy, the performance ratings presented in Table 3 should be used for the specified situations.

**Table 3: Acoustic Isolation (as per school data sheet)**

Areas Requiring Isolation	Isolation requirements (see Table 4)
Sports Theory & Nutrition	M
Multipurpose Sports Court area	M
Staff Office area/ HOD	H
Canteen/servery	M (as the Canteen is next to the store room Rw45 wall is over design. May reduce to Rw35)
Foyer	M
Kinesiology Lab/Gymnasium	M
Access Toilet	H
Data Room	H
Amenities	M
General Store	M
Stage	H
Staff work room	H
Cover entry	-

**NOTE:**

To achieve H and M levels of isolation for walls between spaces, following construction will be required:

- from slab to slab ; or
- slab to roof.

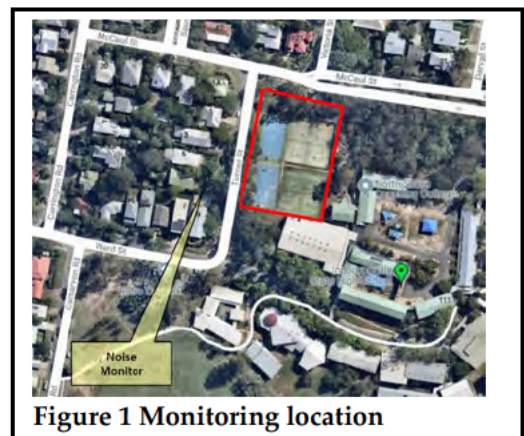
**Table 4: Acoustic Isolation classes**

Isolation class	Application area	STC/Rw rating
VH	To adjoining rooms	50
	To circulation spaces and outdoor areas	35
	Acoustic seals to doors and windows	-
Isolation class	Application area	STC/Rw rating
H	To adjoining rooms	45
	To circulation spaces and outdoor areas	30
	Doors and windows to have close fitting soft seals	-
	Gaps under doors to be less than 6mm with carpet under the gap	
Isolation class	Application area	STC/Rw rating
M	To adjoining rooms	45
	To circulation spaces and outdoor areas	25
	All openings should have reasonably close fitting seals	-
	Elements should be of standard construction with closable doors and windows	

The above stated requirements are transferred into construction recommendations as described in Appendix A.

**(ii) Acoustic isolation - facade**

Wood and Grieve undertook ambient noise measurements over a 6-day period commencing on the 29 March 2019 to determine the level of ambient noise in the area. The location of the monitoring points is presented in Figure 1. Graphical presentations of the results are presented in Figure 2, below. From the results obtained we consider that standard façade elements, i.e. windows and walls,



**Figure 1 Monitoring location**



will achieve the required isolation to achieve internal noise levels consistent with AS2107 – Education Buildings.

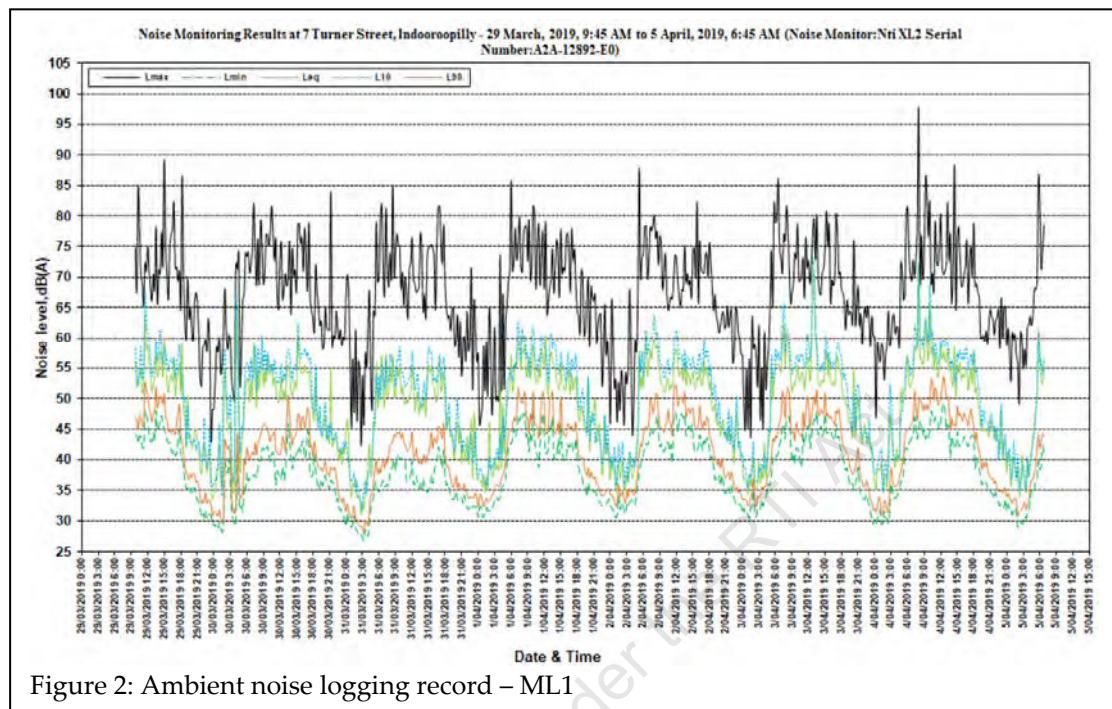


Figure 2: Ambient noise logging record – ML1

*(iii) Acoustic isolation – glass and frame system*

Rw50 – double glazing - 6.38mm laminate glass; air gap (min 120mm); 10.38mm laminated glass

Rw45 – double glazing - 6.38mm laminate glass; air gap (min 90mm); 6.38mm laminated glass

Rw35 – single glazing - 10.38 laminated glass in commercial frames

Rw32 – single glazing - 6.38 laminated glass in commercial frames

Rw25 – single glazing - 6mm glass in commercial frames.

(iv) *Acoustic absorption*

To achieve suitable levels of acoustic absorption in spaces, and hence reasonable speech intelligibility, the performance ratings presented in Table 5 should be used for the specified situations.

**Table 5: Acoustic Absorption (as per school data sheet)**

Areas Requiring Absorption	Absorption requirements
Sports Theory & Nutrition	M
Multipurpose Sports Court area	M
Staff Office area/ HOD	-
Canteen/servery	-
Foyer	M
Kinesiology Lab/Gymnasium	M
Access Toilet	-
Data room	-
Amenities	M
General Store	-
Stage	M
Staff work room	M
Cover entry	M

To achieve the above levels of absorption, following enclosure treatments noted in Table 6 will be required:

**Table 6: Absorption treatments**

Absorption class	Application area	NRC
H	Ceiling	NRC 0.7 product – Armstrong Ultima or approved equal
	Walls	absorptive pin board area min NRC 0.3 to 0.5 where wall space allows
	Floor	Carpet min NRC 0.5
	overall	Ambient sound level ranges of 35 to 40dB(A) & Reverberation time of max 0.4 second
Absorption class	Application area	NRC
M Room with carpeted floor	Ceiling	Min. 0.5
	Floor	Carpet min 0.5
	overall	Ambient sound level ranges of 40 to 45dB(A) & Reverberation time of max 0.6 second
M Room with hard floor	Ceiling	Min. 0.7
	Floor	vinyl, epoxy or concrete floor

	overall	Ambient sound level ranges of 40 to 45dB(A) & Reverberation time of max 0.6 second
<b>Absorption class</b>	<b>Application area</b>	<b>NRC</b>
L	Ceiling	Min. 0.5
	Floor	vinyl, epoxy or concrete floor
	overall	Ambient sound level ranges of 45 to 48dB(A) & Reverberation time of max 0.8 second

It is understood that Armstrong absorption ceiling material with an NRC of 0.7 for 19mm tiles and NRC of 0.55 for 15mm tiles will be used. The performance of this material has been used to calculate the amount of absorption material required, presented in Table 7.

**Table 7: Absorption Material required**

No.	Room (absorption rating)	Required NRC rating				OVERALL Reverberation Time:
		Wall	Armstrong Ceiling	Carpet Floor	Additional Absorptive material	
1	Multipurpose Sports Court area (M)	Plasterboard with an absorptive wall with NRC 0.7	Absorptive ceiling with NRC 0.7	Timber floor	Absorption on walls with min NRC 0.7	<0.6s
2	Kinesiology Lab/Gymnasium (M)	Plasterboard	0.7 or better	Rubber flooring	20m <sup>2</sup> of NRC 1.0 on walls or ceiling	<0.6
3	Foyer (M)	Plasterboard	0.7	-	-	<0.6s
4	Cover Entry (M)	Plasterboard	-	-	Underside of ceiling lined with min NRC 0.8	<0.6s
5	Office/s (M)	Plasterboard	0.7	<input checked="" type="checkbox"/>	-	<0.6s

\* refer to AS/NZS 2107:2016, Appendix A Reverberation Times for Selected Spaces



(v) *Acoustic Performance Requirements - Doors*

Table 8: Recommended acoustic performance requirements for doors

Wall in which door is to be located	Acoustic Performance Rating
Wall with "H" insulation requirements	Rw42 with tightly fitted seals and the gaps under the door less than 6mm with carpet under the gap
Wall with "M" insulation requirements	Rw35 with reasonably close fitting seals
Concertina doors	Rw35

To achieve a performance rating in excess of Rw20, doors must be sealed on all contact surfaces with perimeter seals and at the sill or bottom. Suitable seals can be supplied by Raven, Lorient or Door Seals Australia. To be effective the seals must provide close to an air tight seal across the door.

### 3.3 Acoustic Performance of External Façades

The Multipurpose Sports Hall provides enclosed and covered spaces to cater for a range of indoor activities including physical education, gymnastics, ball sports and school assemblies. It may be used for activities include dance and drama on floor involving movement/ dance, listening, discussion, hands-on activities, teacher directed lessons, musically related activities, viewing data shows, display and presentation.

Measurements of typical basketball training and game noise for a sports hall have been conducted by this office (Cornubia Park Sports Centre) and are presented in Table 9. The measurements were conducted at the centre of the hall in a reverberant space. The noise level used by Wood & Grieve 60% Design Acoustic Report is up to 4 dB(A) lower than the noise source presented below.

Table 9: Typical maximum measured noise levels from inside the sports hall

Source	Noise Level dB(A)	
	L <sub>AMax</sub>	L <sub>Aeq, 1min</sub>
Basketball training noise	83 dB(A)	78 dB(A)
Basketball game noise	85 dB(A)	78 dB(A)
Basketball game noise with whistle	89 dB(A)	78 dB(A)
Basketball game noise with siren	94 dB(A)	80 dB(A)

This noise impact assessment uses the noise source levels presented in Table 9, distance attenuation to the nearest residences (approx. 40m away from the façade of the hall), and overall façade attenuation (external wall, roof ceiling, Danpalon panel, louvre windows). To comply with the EPA, 440W Indoor Venues noise limits and the requirements of the Ministerial designation, the following building façade constructions is recommended:

- The external wall system below 3m (lower wall) is to be constructed with a minimum Rw41 rating and sound absorptive material on the inside face.
- The wall above 3m connected to the curved roof system (upper wall and roof) is to be constructed with a minimum Rw 41 rating (as per Wood & Grieve 60% Design Acoustic Report).

From our calculations, this rating can be reduced to Rw37 (metal roof, 5mm thick Pyrotek Warvebar 10kg/m<sup>2</sup>, 150mm z purlin & 90mm thick R2.0 ceiling insulation with perforated metal sheeting as the ceiling finish). This rating still maintains compliance with the required noise level limits at the western residences before 6 pm with the louvres open. Between 6pm and 10pm the louvres must be closed to achieve the noise limit.

- The transparent walls on the north and south (Danpalon panel) are to have a minimum Rw20 rating (specified by Wood & Grieve 60% Design Acoustic Report).

This is the acoustically weakest component of the external façade and is the reason for a degrading of the overall Rw façade rating. To achieve the required acoustic performance of the north and south façades, it is recommended to change the Danpalon to 6.38mm laminated glass with minimum Rw31.

- High level Clerestory louvres with an Rw31 are specified and these must be closed during events after 6pm (specified by Wood & Grieve 60% Design Acoustic Report).

The acoustically rated louvre can alternatively be replaced by two set of standard glass louvres windows at 500mm apart, approx. Rw 30-35 rating. Sound absorptive material to be installed between the two sets of louvre windows on the underside of the over arching roof. Both sets of normally glazed louvre windows must be closed between 6pm and 10pm. Alternatively, if mechanical ventilation is implement at all time, the Clerestory louvres could be changed to fixed 6.38mm thick laminated glass (min Rw31).

- When the Sports Hall is to used after 6 pm, mechanical ventilation will be required to achieve the requirements of the Ministerial designation. The mechanical ventilation system must be acoustically treated and the location of the ventilation openings must not be on the wall facing to the nearby residences. Details assessment should be conducted prior to construction.
- Doors must be solid core with min 40mm thick or glazing door with 10.38mm laminate glass. All door should have premimter seals and be closed during sport events.
- Roller doors must be solid without holes and gap free when closed. Roller doors must not be open during sport events.
- Sound system should be design with “multiple small speakers” located (along the hall) as close to the people as possible. This design is estimated to provide less noise impact compared with large speakers system beside the stage.

### 3.4 Rain Noise Intrusion

There are no specific noise limits regarding rain noise impact from the DETE. Wood & Grieve 60% Design Acoustic Report refers to “*Association of Australasian Acoustical Consultants (AAAC) Guidelines for Educational Facilities, v2.0 for rainfall of 25mm/hr, the noise levels should not exceed the upper extent of the noise level range in AS /NZS2107:2016 by more than 5db(A)*”.

Based on the Insul Sound Insulation Prediction modelling software (Version 9.0.22), the Rw41 roof system (metal roof, 150mm z purlin & 13mm thick plasterboard with 90mm thick R2.0 ceiling insulation) has a rain rating of LiA 47dB. A Rw37 roof system (metal roof, 5mm thick Pyrotek Warvebar 10kg/m<sup>2</sup>, 150mm z purlin & 90mm thick R2.0 ceiling insulation on the underside of the ceiling) has a rain rating of LiA 48dB. If the ceiling insulation is increased to 150mm thick R3.0 ceiling ceiling batt, the rain noise rating will reduce to LiA 46dB, one (1) dB better than the Rw41 roof construction.

### 3.5 Acoustic Performance Testing

On-site inspections and tests shall be carried out by the Acoustic Consultant. This will serve as a check on the quality of the installation, including some of the seals and mechanisms.

Performance testing shall be conducted as required, as discussed in Sections (i) and (ii) below.

#### (i) Laboratory Testing – $R_w$

All laboratory testings to determine wall sound transmission loss shall be carried out in a NATA registered laboratory. Testing is to be conducted in accordance with the procedures defined in Australian Standard AS1911 1985 *Acoustics – Method for laboratory measurements of airborne sound transmission loss of building partitions*. The laboratory test results shall be determined using Australian Standard AS/NZS ISO 717.1:2013 *Acoustics - Rating of sound insulation in buildings and of building elements - Airborne sound insulation*.

#### (ii) Field Testing – Transmission Loss ( $D_{nT,w}$ )

All field tests to determine the weighted sound level difference ( $D_{nT,w}$ ) for walls are to be conducted in accordance with the procedures of Australian Standard AS/NZS ISO 717.1:2013 *Acoustics - Rating of sound insulation in buildings and of building elements - Airborne sound insulation*.

Following the field testing, a test report should be generated, specifying details as required by the appropriate standard.



#### 4.0 MECHANICAL REQUIREMENTS – ACOUSTIC

Table 10 below, details the maximum allowable noise levels for the combined operation of all building services noise sources (based on AS/NZS 2107:2016 Table 1: Educational Building). The noise levels specified should be maintained under all conditions of operation.

**Table 10: Maximum allowable noise levels inside building from mechanical plant**

Space	Design sound level, $L_{Aeq}$ , dB(A) range
Sports Hall	<50
High school Classroom	35 to 45
Office areas	40 to 45
Toilet/change/showers	<55
Weight training/Fitness room	<50
Corridors and lobbies	<50
Staff studies/collegiate	40 to 45

The noise levels should be determined by measuring the  $L_{eq}$  octave band levels over a 60 second period, with the meter set to fast response. Sound level measurements should be taken at 1.2m above the floor and no closer than 0.75m from any wall or ceiling. Background noise level measurements shall also be recorded in each octave band in the absence of the noise source. A valid test is considered where the background noise levels are at least 6dB below the required criteria levels (presented in Table 10 above).

All sound pressure levels are to the standard reference pressure of  $2 \times 10^{-5}$  Pa.

#### 4.1 Vibration Isolation Criteria

The minimum isolation mount and hanger performance required to control structure-borne noise is presented in Table 11. By applying the limits set out in Table 11, it will reduce possible vibration induced structural damage.

**Table 11: Plant & equipment vibration isolation requirements**

Item of Plant	Type of Mounting	Minimum Isolation	Minimum Static Deflection (mm)
Air handling unit cases (adjacent to noise sensitive areas)	1 layer of 9mm Mason Super W isolation pad	80%	1.5

## 4.2 Noise Measurements

Noise measurements shall be taken at commissioning, for all strategic locations to assess compliance with the specification. The locations shall be selected and approved prior to the measurement. Measurements shall include not only the overall dB(A) level, but the respective octave band levels. Measurement must also include the octave band ambient noise levels at the time of the test.

All on site acoustic testing is to be carried out by a recognised acoustical consultant; using approved laboratory calibrated sound level measuring equipment.

Measurements of sound pressure level shall be taken during conditions of maximum sound pressure levels during conditions of maximum load of the equipment at a time when the building is practically unoccupied, with reference to AS1055 and ISO 3746. No measurements shall be taken closer than 1500mm from any grille or outlet.

Author:

Reviewed by:


s47(3)(b) - Contrary to Public Interest




**APPENDIX A: ACOUSTIC ISOLATION DETAILS – INTERNAL WALLS**

**Rw 50**

- 64mm steel studs with 2 layers of 13mm plasterboard on each side with a 50mm fibreglass infill (min 14 kg/m<sup>3</sup>)

Description: 2 x 13mm plasterboard to each side of steel stud.				  Note: Insulation not shown
Dimensions		Acoustic Ratings		
Stud size	Nom. width	Rw	Insulation type (not shown)	
64	128	50	50 mm F/Glass Min density 14 kg/m³	
76	140	50	2 x 75 mm F/Glass Min density 14 kg/m³	

Alternatively resilient studs could be used as below.

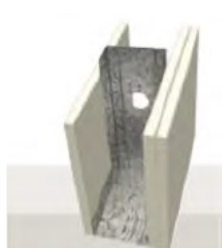
Description: 1 x 10mm Soundshield plasterboard on one side of Rondo resilient stud with 2 layers on the other side.				 Note: Insulation not shown
Dimensions		Acoustic Ratings		
Stud size	Nom. width	Rw	Insulation type (not shown)	
92 resilient stud	122	50	75 mm F/Glass Min density 14 kg/m³	

Unless nominated, all partitions are to be Rw45

**Rw 45**

- 64mms steel studs with 2 layers of 13mm plasterboard on one side and 1 layer of 13mm plasterboard on other side with a 50mm fibreglass infill (min 14 kg/m<sup>3</sup>)

Description:			
1 x 13mm Lafarge Mastashield plasterboard on one side of steel studs and 2 layers on the other side.			
Dimensions		Acoustic Ratings	
Stud size	Nom. width	Rw	Insulation type (not shown)
64	103	45	50mm F/Glass Min density 14 kg/m <sup>3</sup>




Note: Insulation not shown

Where partitions do not form enclosing spaces, i.e. Utilities areas, Rw40 partitions are required.

**Rw 40**

- 64mms steel studs with 1 layer of 13mm plasterboard on each side with a 50mm fibreglass infill (min 14 kg/m<sup>3</sup>).

Description:			
1 x 13mm Gyprock Plasterboard on each side of 64mm steel studs			
Dimensions		Acoustic Ratings	
Stud size	Nom. width	Rw	Insulation type (not shown)
64	84	40	50mm F/Glass Min density 14 kg/m³




Note: Insulation not shown



**Rw 35**

- 64mms steel studs with 1 layer of 13mm plasterboard on each side.

Description: 1 x 13mm Gyprock Plasterboard on each side of 64mm steel studs				
Dimensions		Acoustic Ratings		
Stud size	Nom. width	Rw	Insulation type (not shown)	
64	90	37	-	

**Rw 25**

- Standard construction.

Released by DoE under the RTI Act

**APPENDIX B: LETTER – REVISED ACOUSTIC MODELLING FOR SPORTS CENTRE**

17 February 2020

Project No: 4863

ADCO Constructions Pty Ltd  
23 Graham Street  
MILTON QLD 4064

By email: bclark@adcoconstruct.com.au

**ATTENTION: BRIAN CLARK**

**INDOOROPILLY STATE HIGH SCHOOL - 111 WARD STREET, INDOOROPILLY  
MULTIPURPOSE SPORTS CENTRE - REVISED ACOUSTIC MODELLING ON FIXED LOUVRES AND  
MECHANICAL AIR EXTRACTION SYSTEM**

Dear Brian,

Thank you for your commission to investigate and report on the proposed Indooroopilly SHS multipurpose Sports Centre/hall. There will be two proposed changes to the hall.

- Acoustic rated operable glass louvres changed to fixed aluminium weather louvres.
- Additional 9 roof-mounted extraction fans on to the building.

Based on the above changes, the calculated noise breakout from the hall through the building façades onto the nearby residences is presented below. The noise emissions from the modifications are intended to comply with the noise criteria specified in the Wood & Grieve 60%DD Acoustic Report and summarised below.

The noise criteria for time-varying source:

- Day time (7am – 6pm) is 51dB(A),
- Evening time (6pm – 10pm) is 44dB(A)

The noise criteria for continuous source:

- Day time (7am – 6pm) is 46dB(A),
- Evening time (6pm – 10pm) is 39dB(A)

**Operational Noise**

The multipurpose Sports hall PAC provides enclosed and covered spaces to cater for a range of indoor activities including physical education, gymnastics, ball sports and school assemblies. It may be used for activities include dance and drama on floor involving movement/ dance, listening, discussion, hands-on activities, teacher directed lessons, musically related activities, viewing data shows, display and presentation.

The following activities are anticipated to be the major noise sources (noise source level):

- Assembly / Awards Presentation / PA Speech noise (70dB  $L_{Aeq}$  inside the hall)
- Physical Education (76dB  $L_{Aeq}$  inside the hall) – based on 50 people Basketball training
- Basketball game with whistle noise (78dB  $L_{Aeq}$  inside the hall)

### Acoustic Performance of External Façades

The acoustic rating of the following external façade components are included in the day and evening time assessments. The components are listed below:

- External wall – wall system below 3m, Rw41 rating.
- External wall – wall above 3m, Rw35 rating.
- External wall – Danpalon Panel, Rw20 rating.
- Roof ceiling – curved roof/ceiling system, Rw 35 rating.
- Roller Door – Open position, Rw0 rating; closed position, Rw16 rating.
- Door – solid core doors; open position, Rw0 rating; closed position, Rw20 rating.

### Day Time Assessment (7am – 6pm):

Using the above operational noise source data for activities and façade ratings, we determine the following predicted noise impacts to nearby residences. The noise attenuation includes distance attenuation from the nearest façade of the hall to nearby residences on Turner and McCaul Streets, overall building façades attenuation with open doors, open roller doors and open aluminium louvres.

**Table 12: Predicted maximum noise level impacts at nearby residences (opened facade)**

Noise Source	Sound Pressure dB(A) inside the hall	Attenuation of distance and opened building facades and directivity	Predicted Noise level at Turner and McCaul streets residences	Complying with day time External Noise limit 51dB
Assembly / Awards Presentation / PA Speech noise	70	-29 dB	41 dB(A)	YES
Physical Education	76	-29 dB	47 dB(A)	YES
Basketball game with whistle	78	-29 dB	49 dB(A)	YES

The predicted noise level inside the hall (fully open façades) comply with the Wood & Grieve 60%DD Acoustic Report noise limits.

### Discussion

The Environment Protection Act (EPA) 1994, 440W Indoor Venues in Chapter 8 General environmental offences section, states the following:

#### *440W Indoor venues*

- (2) *An occupier of a building must not use, or permit the use of, the building as an indoor venue on any day –*
- (a) *Before 7 a.m. if the use makes an audible noise; or*
  - (b) *From 7 a.m. to 10 p.m, if the use makes a noise of more than 5dB(A) above the background level; or*
  - (c) *From 10 p.m. to midnight, if the use makes a noise of more than 3dB(A) above the background level.*

- (3) *However, subsection (1)(b) does not apply if –*
- a) *The building is, or is part of, an educational institution; and*
  - b) *The use of the building as an indoor venue is organised by or for the educational institution for non-commercial purposes of the institution.*

The noise limits stated in 440W (1)(b), does not apply to an education institution (2)(a) from 7am to 10pm.

#### Evening Time Assessment (6pm – 10pm):

Using the above noise source data and façade rating for activities, we determine the following predicted noise impacts to nearby residences. The noise attenuation includes distance attenuation from the nearest façade of the hall to nearby residences on Turner and McCaul Streets, overall building façades attenuation with closed doors, closed roller doors and open aluminium louvres.

**Table 13: Predicted maximum noise level impacts at Turner St residences (closed façade with open Aluminium louvres)**

Noise Source	Sound Pressure dB(A) inside the hall	Attenuation of distance and closed building facades and directivity	Predicted Noise level at Turner street residences	Complying with evening time (6pm to 10pm) External Noise limit 44dB
Assembly / Awards Presentation / PA Speech noise	70	-37 dB	33 dB(A)	YES
Physical Education	76	-37 dB	39 dB(A)	YES
Basketball game with whistle	78	-37 dB	41 dB(A)	YES

**Table 14: Predicted maximum noise level impacts at McCaul St residences (closed façade with open Aluminium louvres)**

Noise Source	Sound Pressure dB(A) inside the hall	Attenuation of distance and closed building facades and directivity	Predicted Noise level at McCaul street residences	Complying with evening time (6pm to 10pm) time External Noise limit 44dB
Assembly / Awards Presentation / PA Speech noise	70	-34 dB	36 dB(A)	YES
Physical Education	76	-34 dB	42 dB(A)	YES
Basketball game with whistle	78	-34 dB	44 dB(A)	YES



The predicted noise level inside the hall (closed doors and roller doors with open high level aluminium louvres) comply with the Wood & Grieve 60%DD Acoustic Report noise limits. Amplified music entertainment and PA system be limited to 78dB(A) at 10m from any speakers.

### **Mechanical Extraction Fans**

For mechanical fans system, there are two situations of noise impact onto the nearby residences.

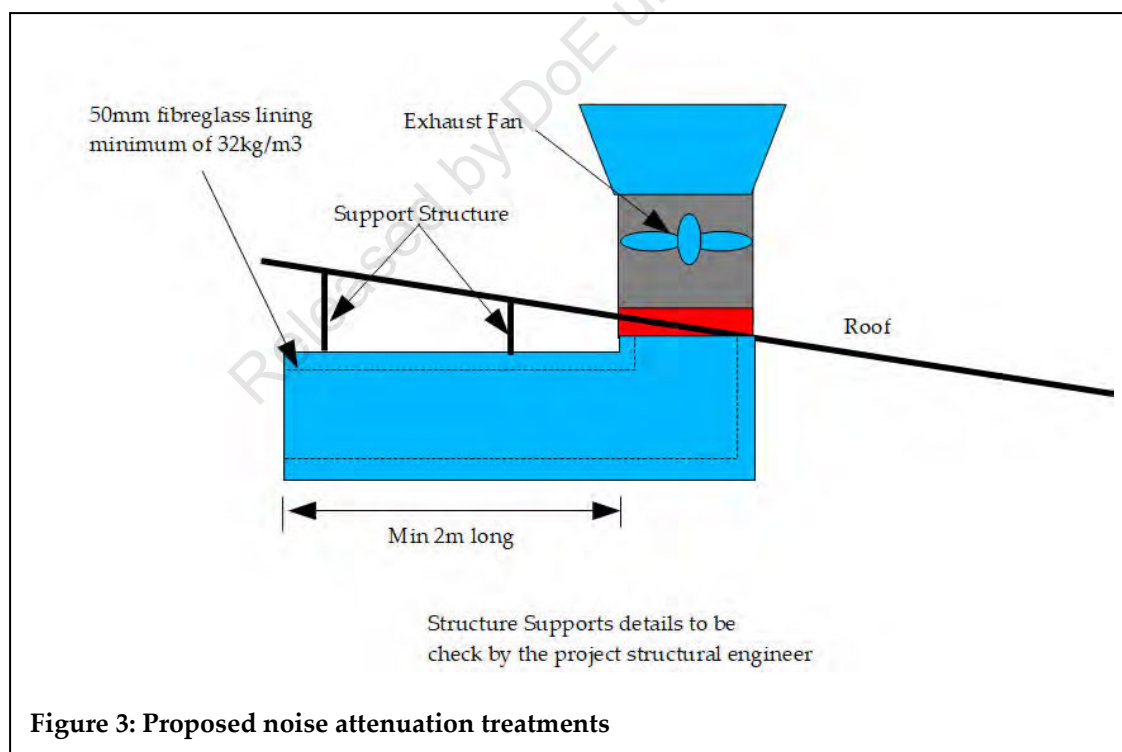
- Fan noise impact – the noise generated from the fans impact onto the residences.
- Breakout noise impact – the noise breakout from internal activities (Assembly / Awards Presentation / PA Speech / sports games) through the fans opening impact onto the residences.

#### Fan noise impact

The noise level of a roof-mounted axial fan (RDS0638GP6/34) is 50dB(A) at 3m. It is understood that there are nine (9) fans on the eastern side of the roof. The predicted noise level of all 9 fans operating at the northern residences is 39dB(A). The noise emission from the fans to the nearest residences comply with the Wood & Grieve 60%DD Acoustic Report, evening noise limits for continuous noise source.

#### Breakout noise impact

To minimise the noise breakout from inside the hall through the fans, noise attenuation device is required. It is required to install min 2m long 50mm thick internally lined duct with a lined square elbow or equivalent. The proposed acoustic treatment for internal noise breakout through fans are illustrated in Figure 3, below.



**Figure 3: Proposed noise attenuation treatments**

The proposed acoustic treatment will comply with the Wood & Grieve 60%DD Acoustic Report – specified noise limits at the nearby residences.

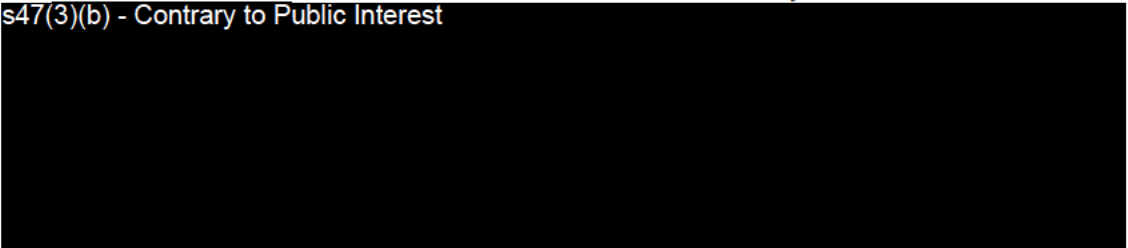
We trust that the above information provided is adequate for your purposes. If you have any further questions or require any further information, please do not hesitate to contact us.

Yours faithfully  
PALMER ACOUSTICS (Australia) Pty Ltd

Author:

Reviewed by:

s47(3)(b) - Contrary to Public Interest



Released by DoE under the RTI

## MCKAY, Kelly (kmcka89)

---

**From:** HORNBY, Mick (mhorn41)  
**Sent:** Tuesday, 5 December 2023 1:08 PM  
**To:** MCKAY, Kelly (kmcka89)  
**Cc:** O'KEEFFE, Michael (MOKE0)  
**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

**Michael Hornby**  
Executive Principal

Indooroopilly State High School | PO Box 61 Ward St | Indooroopilly QLD 4068 Australia  
**T:** +61 7 3327 8333 | **E:** [michael.hornby@eq.edu.au](mailto:michael.hornby@eq.edu.au) | **W:** [www.indooroopshs.eq.edu.au](http://www.indooroopshs.eq.edu.au)

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**From:** HORNBY, Mick (mhorn41)  
**Sent:** Wednesday, 9 August 2023 4:10 PM  
**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

Much appreciated Jaree.

Thank-you.

Mick

**Michael Hornby**



*Executive Principal  
Indooroopilly State High School*

Indooroopilly State High School | PO Box 61 Ward St | Indooroopilly QLD 4068 Australia  
T: +61 7 3327 8333 | E: [michael.hornby@eq.edu.au](mailto:michael.hornby@eq.edu.au) | W: [www.indooroopshs.eq.edu.au](http://www.indooroopshs.eq.edu.au)

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**From:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>

**Sent:** Wednesday, 9 August 2023 3:42 PM

**To:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Mick

For you awareness below, and attached.

I can confirm, from consultation below, the following

- Community use is allowed as part of the MID, key points called out as follows,
  - o Section 4.3 includes a curfew for activities undertaken in the multi-purpose hall imposed after 9:30pm. Additional operational requirements referred in the Acoustic report include: clerestory louvres must remain closed during sport after 6pm; roller doors must not be open during the use of the space for sport events.
- The facility has been treated to meet acoustic requirements (attached supports this)

I am comfortable that you can enter into agreements as necessary.

Thanks so much  
Jaree



**Jaree Dimitriou**  
Executive Director  
Strategy and Service Planning

Infrastructure Services  
Department of Education

M: s47(3)(b) -  
E: [jaree.dimitriou@qed.qld.gov.au](mailto:jaree.dimitriou@qed.qld.gov.au)  
Level 19 | 53 Albert Street | Brisbane QLD 4001  
PO Box 10533 | City East QLD 4002



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I pay my respect to their Elders past and present, and extend that respect to all Aboriginal and Torres Strait Islander peoples today.*

**From:** CRAMER, Meg <[Meg.CRAMER@qed.qld.gov.au](mailto:Meg.CRAMER@qed.qld.gov.au)>  
**Sent:** Wednesday, 9 August 2023 2:30 PM  
**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Jaree

s47(3)(b) - Contrary to Public Interest

Marty helped me dig something up.

In lieu of the as-built plans, find attached the ADCO report which outlines where the acoustic requirements are met in the design (Section 3.2)

Let me know if this will suffice?  
Thanks,

**Meg Cramer**  
Principal Advisor

Office of the Executive Director  
Infrastructure Delivery  
Infrastructure Services  
Department of Education

P: 07 3034 5100  
E: [meg.cramer@qed.qld.gov.au](mailto:meg.cramer@qed.qld.gov.au)  
Level 5 | 123 Albert Street | Brisbane QLD 4000  
PO Box 15033 | City East QLD 4002

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**From:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Sent:** Wednesday, 9 August 2023 8:28 AM  
**To:** CRAMER, Meg <[Meg.CRAMER@qed.qld.gov.au](mailto:Meg.CRAMER@qed.qld.gov.au)>  
**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Meg

Would it be possible to find out if there is 'as built' information held within Delivery that would help to provide assurance that the hall project at Indooroopilly was delivered with appropriate acoustic treatment? See Janette's comment below.

I'd love to go back to the school principal in the next couple of days if possible.

Help much appreciated!

Thanks  
Jaree

Jaree Dimitriou  
Executive Director  
Strategy and Service Planning

Infrastructure Services  
Department of Education

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E: [jaree.dimitriou@qed.qld.gov.au](mailto:jaree.dimitriou@qed.qld.gov.au)  
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PO Box 10533 | City East QLD 4002



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**From:** Janette Rowe <[Janette.Rowe@epw.qld.gov.au](mailto:Janette.Rowe@epw.qld.gov.au)>  
**Sent:** Tuesday, 8 August 2023 6:09 PM  
**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Cc:** Norman Wong <[Norman.Wong@epw.qld.gov.au](mailto:Norman.Wong@epw.qld.gov.au)>; Tamara Peverill <[Tamara.Peverill@epw.qld.gov.au](mailto:Tamara.Peverill@epw.qld.gov.au)>; HANSFORD, Pauline <[Pauline.HANSFORD@qed.qld.gov.au](mailto:Pauline.HANSFORD@qed.qld.gov.au)>; SSP, OED <[OED.SSP@qed.qld.gov.au](mailto:OED.SSP@qed.qld.gov.au)>  
**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

Hi Jaree

In respect to the Planning Regulation 2017, Schedule 5, Part 2, the MID included 'Item 15: sporting facilities'. On this basis it is acceptable for third party use of the School Hall by Brisbane Basketball.

Any hire agreement should ensure appropriate terms and conditions to ensure compliance with any operational performance or management requirements of the MID.

Requirement 16 states that the acoustic measures outlined in Section 4.3 of the Acoustic report are to be implemented. Section 4.3 includes a curfew for activities undertaken in the multi-purpose hall imposed after 9:30pm. Additional operational requirements referred in the Acoustic report include: clerestory louvres must remain closed during sport after 6pm; roller doors must not be open during the use of the space for sport events.

DoE should satisfy itself that the performance requirements and recommendations in the Acoustic report were achieved in the hall construction, and that the as-constructed building elements are consistent with the design assumptions that the acoustic modelling was based on. Unplanned changes in detailed design or construction would necessitate the acoustic performance of the building to be tested, and could identify non-compliances with the acoustic performance objectives established by the MID—requiring rectification and / or additional operational management measures. In this event, amendment may also be required to the MID, specifically requirement 16.

Regards





**Janette Rowe**

A / Executive Director, Asset Management Services  
QBuild | Public Works Division  
Department of Energy and Public Works

ps47(3)(b) - | E [janette.rowe@epw.qld.gov.au](mailto:janette.rowe@epw.qld.gov.au)  
Level 6, 42-60 Albert Street (AM60) Brisbane Qld 4000

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Our Purpose: Power. Build. Buy. Together. For Queensland.

**From:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>

**Sent:** Tuesday, 8 August 2023 4:27 PM

**To:** Janette Rowe <[Janette.Rowe@epw.qld.gov.au](mailto:Janette.Rowe@epw.qld.gov.au)>

**Cc:** Norman Wong <[Norman.Wong@epw.qld.gov.au](mailto:Norman.Wong@epw.qld.gov.au)>; Tamara Peverill <[Tamara.Peverill@epw.qld.gov.au](mailto:Tamara.Peverill@epw.qld.gov.au)>;  
HANSFORD, Pauline <[Pauline.HANSFORD@qed.qld.gov.au](mailto:Pauline.HANSFORD@qed.qld.gov.au)>; SSP, OED <[OED.SSP@qed.qld.gov.au](mailto:OED.SSP@qed.qld.gov.au)>

**Subject:** RE: Indooroopilly State High School - Designation and Hiring Hall advice

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Hi Janette

Were the team able to provide any insights on this one?

Thanks so much

Jaree

**Jaree Dimitriou**

Executive Director

Strategy and Service Planning

Infrastructure Services

Department of Education

M: ps47(3)(b) -

E: [jaree.dimitriou@qed.qld.gov.au](mailto:jaree.dimitriou@qed.qld.gov.au)

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PO Box 10533 | City East QLD 4002



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**From:** DIMITRIOU, Jaree

**Sent:** Tuesday, 1 August 2023 9:15 AM

**To:** Janette Rowe <[Janette.Rowe@epw.qld.gov.au](mailto:Janette.Rowe@epw.qld.gov.au)>

**Cc:** Norman Wong <[Norman.Wong@epw.qld.gov.au](mailto:Norman.Wong@epw.qld.gov.au)>; Tamara Peverill <[Tamara.Peverill@epw.qld.gov.au](mailto:Tamara.Peverill@epw.qld.gov.au)>;  
HANSFORD, Pauline <[Pauline.HANSFORD@qed.qld.gov.au](mailto:Pauline.HANSFORD@qed.qld.gov.au)>; SSP, OED <[OED.SSP@qed.qld.gov.au](mailto:OED.SSP@qed.qld.gov.au)>

**Subject:** Indooroopilly State High School - Designation and Hiring Hall advice

Hi Janette

Are you able to let me know if the team can provide advice as to whether the hire agreement (attached) is consistent with the current designation at Indooroopilly SHS.

The Principal is managing ongoing concerns raised by the neighbours in relation to outside hours use of the sports facility.

Would it be possible for the team to provide advice as to whether, if activities are occurring as per the hire agreement, there are any issues related to approved uses under the MID (also attached).

Thanks so much  
Jaree

**Jaree Dimitriou**  
Executive Director  
Strategy and Service Planning

Infrastructure Services  
Department of Education

M: s47(3)(b) -  
E: [jaree.dimitriou@qed.qld.gov.au](mailto:jaree.dimitriou@qed.qld.gov.au)  
Level 19 | 53 Albert Street | Brisbane QLD 4001  
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**From:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>  
**Sent:** Monday, 31 July 2023 12:29 PM  
**To:** DIMITRIOU, Jaree <[Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)>  
**Subject:** FW: Indooroopilly State High School - Designation and Hiring Hall advice

Hey Jaree,

Thank-you for taking my phone call this morning. Here are the documents that I am after advice on. As I mentioned, I have received continuous complaints around the use of the School Hall since I arrived 12 months ago. I would like to make sure that before any new agreements are entered into, all due diligence has taken place as part of the process.

Thank-you again for your time.

***Michael Hornby***

*Executive Principal  
Indooroopilly State High School*

Indooroopilly State High School | PO Box 61 Ward St | Indooroopilly QLD 4068 Australia  
T: +61 7 3327 8333 | E: [michael.hornby@eq.edu.au](mailto:michael.hornby@eq.edu.au) | W: [www.indooroopshs.eq.edu.au](http://www.indooroopshs.eq.edu.au)

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**From:** MCKAY, Kelly (kmcka89) <[kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au)>

**Sent:** Monday, 31 July 2023 12:05 PM

**To:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Subject:** Indooroopilly State High School - Designation and Hiring Hall advice

Hi Mick

These should be good to go now.

Kind regards

Kelly

Kelly McKay

Executive Officer to the Executive Principal

Indooroopilly State High School

PO Box 61 Ward Street | Indooroopilly | QLD Australia | 4068

**T:** 07 3327 8333 | **F:** 07 3327 8300 | **E:** [kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au) | **W:** [www.indooroopshs.eq.edu.au](http://www.indooroopshs.eq.edu.au)

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**From:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Sent:** Monday, 31 July 2023 10:57 AM

To: MCKAY, Kelly (kmcka89) <[kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au)>

Subject: FW: Indooroopilly State High School - Designation and Hiring Hall advice

**Michael Hornby**

*Executive Principal  
Indooroopilly State High School*

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T: +61 7 3327 8333 | E: [michael.hornby@eq.edu.au](mailto:michael.hornby@eq.edu.au) | W: [www.indooroopillyshs.eq.edu.au](http://www.indooroopillyshs.eq.edu.au)

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**From:** HORNBY, Mick (mhorn41)

**Sent:** Monday, 31 July 2023 10:54 AM

**To:** [Jaree.DIMITRIOU@qed.qld.gov.au](mailto:Jaree.DIMITRIOU@qed.qld.gov.au)

**Subject:** Indooroopilly State High School - Designation and Hiring Hall advice

Morning Jaree,

Thank-you for taking my phone call this morning. Here are the documents that I am after advice on. As I mentioned, I have received continuous complaints around the use of the School Hall since I arrived 12 months ago. I would like to make sure that before any new agreements are entered into, that all due diligence has taken place as part of the process.

Thank-you again for your time.

**Michael Hornby**



*Executive Principal  
Indooroopilly State High School*

Indooroopilly State High School | PO Box 61 Ward St | Indooroopilly QLD 4068 Australia  
T: +61 7 3327 8333 | E: [michael.hornby@eq.edu.au](mailto:michael.hornby@eq.edu.au) | W: [www.indooroopshs.eq.edu.au](http://www.indooroopshs.eq.edu.au)

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**From:** MCKAY, Kelly (kmcka89) <[kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au)>

**Sent:** Monday, 31 July 2023 10:48 AM

**To:** HORNBY, Mick (mhorn41) <[mhorn41@eq.edu.au](mailto:mhorn41@eq.edu.au)>

**Subject:** Signed version - MPH Agreement

Dear Mick

Attached is a copy of the current MPH Hire Agreement with Brisbane Basketball together with the designation documents.

Kind regards  
Kelly

Kelly McKay  
Executive Officer to the Executive Principal  
Indooroopilly State High School  
PO Box 61 Ward Street | Indooroopilly | QLD Australia | 4068  
T: 07 3327 8333 | F: 07 3327 8300 | E: [kmcka89@eq.edu.au](mailto:kmcka89@eq.edu.au) | W: [www.indooroopshs.eq.edu.au](http://www.indooroopshs.eq.edu.au)

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