

Special Court Order Particulars (If Applicable)

- ☐ Bench Warrant issued for arrest of accused
☐ Bail Application by accused in custody and bail granted
☐ Bail Application by accused in custody and bail refused
☐ Crimes Confiscation Act order applied for and application granted in full or part
☐ Crimes Confiscation Act order applied for and application refused
☐ Crimes Confiscation Act order applied for and application adjourned
☐ Charges remitted to be dealt with in another court or centre (Identify Court) _____

(E) CHARGE DISCONTINUANCE - If applicable

NATURE OF ACTION:

- ☐ All charges on this indictment discontinued after indictment presented - (NOLLE -all charges)
☐ AND another indictment presented in substitution for this indictment.
☐ Some charges on this indictment discontinued. (NOLLE)
☐ AND a further indictment presented.
☐ Indictment stayed by order of the court (STAY)

STAGE AT WHICH ACTION TAKEN:

After indictment presented and

- ☐ before the matter was listed for trial or sentence
☐ before the Friday review
☐ during the week the matter is listed for trial or sentence
☐ on the first day of trial
☐ after the first day of trial (day:)
☐ on the day of sentence

DECISION INITIATING ACTION:

- ☐ Crown decision ☐ Court decision ☐ Accused decision ☐ Decision of Mental Health Tribunal

REASON FOR ACTION:

☐ **Case Issue**

- ☐ No prima facie case ☐ Material not supplied ☐ Trivial matter
☐ Not in the public interest to continue prosecution ☐ No reasonable prospect of conviction
☐ Reduced number of charges adequately reflects criminality ☐ MHT ruling
☐ Criminality re charge incident adequately dealt with by summary prosecution
☐ Change to correct drafting error
☐ Other:

☐ **Witness / Complainant Issue**

- ☐ Complainant does not wish to proceed ☐ Witness avoiding police / has had a change of heart or allegiance
Witness ☐ deceased ☐ in poor health ☐ too old ☐ too young
Witness ☐ unreliable ☐ inconsistent ☐ has poor memory ☐ discredited
☐ Witness not available on listed trial date ☐ police had advised that witness was available
☐ Other:

☐ **Accused Issue**

- Accused ☐ deceased ☐ too ill to face proceedings in foreseeable future

☐ **Judge Issue**

- ☐ Intimated unsafe ☐ Considered matter trivial ☐ Ruled no case to answer ☐ Ordered stay of indictment
Other:

CONSULTATION PRIOR TO ACTION:

POLICE:

- ☐ CONSULTED ☐ NOT CONSULTED

NAME / RANK/ REGO No. _____

DATE OF CONTACT: _____

Officer ☐ agreed ☐ disagreed with the proposed action.

COMPLAINANT:

- ☐ CONSULTED ☐ NOT CONSULTED

NAME: _____

DATE OF CONTACT: _____

Complainant ☐ agreed ☐ disagreed with the proposed action.

PROSECUTOR WHO SIGNED PAPER NOLLE (IF APPLICABLE): _____



(F) SUMMARY OF SENTENCE ON THIS INDICTMENT - if applicable - if more than one offence - summarise the total effective sentence. Do not record the individual sentences.

- ☒ Accused sentenced as a CHILD
☒ Accused sentenced as an ADULT
- ☐ Order for Child's Identifying particulars to be taken (s.194 A JJA)
- ☒ A CONVICTION was RECORDED
☐ A CONVICTION was NOT RECORDED
- ☒ IMPRISONMENT / DETENTION ORDERED
☐ PRE-SENTENCE CUSTODY DECLARED 394 DAYS
- ☐ Child detained for _____ years _____ mths
☐ Order for Release of Child after serving _____ % of detention
☐ Immediate Release Order re child
- ☒ Life imprisonment
☐ Adult imprisoned for _____ yrs _____ mths
☐ Adult imprisonment totally suspended
☐ Adult imprisonment partially suspended after serving _____ yrs _____ mths
☐ Operational period of (adult) suspended imprisonment _____ yrs _____ mths
☐ Recommendation for parole after having served _____ yrs _____ mths
- ☐ Declaration of serious violent offence
☐ Intensive correction order made
- ☐ Indefinite sentence imposed
☐ Some sentences ordered to be cumulative
- ☐ INTERMEDIATE ORDER
☐ Probation for _____ yrs _____ mths
☐ Community Service _____ hours
☐ Probation for _____ yrs _____ mths and Imprisonment for _____ mths
- ☐ DISCHARGE/RELEASE / GOOD BEHAVIOUR ORDER
☐ (Adult) Discharge/ Release absolutely
☐ (Adult) Release on recognisance for _____ yrs _____ mths
☐ (Child) Good Behaviour Order for _____ yrs _____ mths
☐ Amount of recognisance \$
- ☐ FINE
☐ Fine in the amount of \$ _____
☐ Fine Option Order made
- ☐ Default period _____
☐ Time to pay _____
- ☐ SENTENCED TO RISING OF THE COURT
- ☐ RESTITUTION OR COMPENSATION ORDERED
☐ Total Amount ordered \$ _____
☐ Time to pay _____
☐ In Default _____
- ☐ SEXUAL OFFENDER ORDERED TO REPORT TO POLICE (s.19 Criminal Law Amendment Act 1945)
Period specified to report for: _____
- ☐ DRIVERS LICENCE DISQUALIFIED (s.187 P@S or s.194 JJA)
☐ Disqualified absolutely
☐ Disqualified for a period of _____ yrs _____ mths
- ☐ WEAPON FORFEITED UNDER WEAPONS ACT (s.155 Weapons Act)
- ☐ DISQUALIFIED FROM HOLDING WEAPONS ACT LICENCE OR APPROVAL (s.155 Weapons Act)
- ☐ s.685B (CODE) ORDER - PROPERTY HELD BY POLICE
Property subject to the order: _____
- ☐ DRUGS MISUSE ACT FORFEITURE ORDER MADE (s.34 DMA)
☐ DMA Forfeiture order made: ☐ Real Estate ☐ Motor Vehicle ☐ Vessel ☐ Aircraft ☐ Shares ☐ Bank Account
☐ Cash \$ _____ ☐ Bank Account \$ _____ ☐ Other: _____
Value of property for purpose of order: \$ _____
- ☐ CRIMES CONFISCATION ACT ORDER MADE
☐ PECUNIARY PENALTY ORDER made: \$ _____
- ☐ FORFEITURE ORDER made:
☐ Real Estate ☐ Motor Vehicle
☐ Vessel ☐ Aircraft ☐ Cash: \$ _____ ☐ Shares ☐ Bank Account \$ _____
☐ Other: (specify) _____
- ☐ ORDER MADE FOR BREACH OF SUSPENDED IMPRISONMENT ORDER
☐ Operational period extended by: _____

Part(F) Cont'd next page

- ☐ Offender ordered to serve whole period of suspended sentence: _____ (period)
☐ Offender ordered to serve part of the period of suspended sentence _____ (period) of _____ (total od)

☐ **ORDER MADE FOR BREACH OF COMMUNITY BASED ORDER**

Type of order breached: ☐ Probation ☐ Community Service ☐ Intensive Correction

Offender ☐ Admonished and discharged

☐ Sentenced in relation to the original offence

☐ Ordered to pay: \$ _____

☐ Committed to prison for balance of term under Intensive Correction Order

☐ No Action taken

☐ Number of community service hours increased

☐ Period of community service extended

(G). OFFENCE OUTCOME SUMMARY

OFFENCE DESCRIPTION	STATUTE	SECT'N	OFFENCE REF	No of OFF'S	OUTCOME
(All offences: against the same section and on the same document and with the same outcome should be summarised on the same line).	(eg: CODE DMA)	(statute section number of the offence)	(Record as: -IND(count no/s) eg: IND 4 to9 -if offences on s.189 schedule: SCHD -If summary offences: SUM		(Record the result using the terms specified in the index below AND attend to requirements as directed below)
EXAMPLE: INDECENT ASSAULT	CODE	337	IND (1 TO 7)	7	GUILTY(P)
MURDER	CODE	302, 305.	IND (1)	1.	GUILTY(P)

INDEX OF TERMS TO BE USED IN "OUTCOME "COLUMN ABOVE

ALT to ct (count number)- Plea to another count (number specified in brackets) accepted in lieu of this count

GUILTY(P)- Guilty Plea

GUILTY(T)- Guilty Verdict

NOT GUILTY-Not Guilty Verdict- **PROSECUTOR COMPLETE A BRIEF NOTE OUTLINING DEFENCE ARGUMENT AT TRIAL**

NOLLE(S)-Nolle at start of proceedings-COMPLETE PART (E) CHARGE DISCONTINUANCE .

NOLLE(E)-Nolle after argument / evidence-COMPLETE PART (E) CHARGE DISCONTINUANCE .

NOLLE(M)-Nolle at mention-COMPLETE PART (E) CHARGE DISCONTINUANCE .

ADJOURNED(C) - Adjourned on Crown application, COMPLETE A NOTE RECORDING REASON.

ADJOURNED(D) - Adjourned on defence application, COMPLETE A NOTE RECORDING REASON.

HUNG - Jury unable to agree

STAY-Charge stayed by court-COMPLETE PART (E) CHARGE DISCONTINUANCE .

NO TRUE BILL-No true bill-COMPLETE PART (E) CHARGE DISCONTINUANCE .

MISTRIAL - Mistrial- Jury discharged without verdict

NO CASE - Judge ruled no case to answer

OTHER IN LIEU - Plea on another charge accepted in lieu of this charge-COMPLETE PART (E) CHARGE DISCONTINUANCE .

BREACH-Offender dealt with for breach of earlier order



CONDITIONS

1. The hirer acknowledges that the vehicle is in good repair and that it is clean and undertakes to return it in a similar condition (fair wear and tear excepted). Upon completion of the hire the vehicle must be properly cleaned by the hirer. Vehicles returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense as set out overleaf.
2. This agreement may not be transferred or assigned to any other party without the consent in writing of the owner.
3. Subject to clause 4 hereof, the hirer is strictly liable for the loss of or any damage suffered to the vehicle whilst in the possession of the hirer.
4. Where the hirer pays an insurance fee on or before the commencement of the hiring, his liability under clause 3 shall not exceed **FIVE HUNDRED DOLLARS (\$500.00)** plus age excess will apply provided that the benefit of this clause shall not apply:

- (a) If the vehicle is stolen by reason of negligence on the part of the hirer.
- (b) If loss or damage occurs due to the vehicle being overloaded or incorrectly loaded;
- (c) With respect to loss or damage to a tyre or tyres of the vehicle;
- (d) Where the vehicle is driven by a person other than the hirer or any authorized driver(s) named on the face hereof;
- (e) Where the vehicle is driven by a person who is under the age of **TWENTY-ONE (21)** years, or who is not the holder of a current driver's licence entitling him to drive the vehicle at the material time or who is under the influence of liquor or a drug, or whose blood alcohol concentration as determined by a breath or blood test exceeds that permitted by law or who, upon a requirement lawfully made by a police officer in connection with his driving of the vehicle, fails to provide as prescribed a specimen of breath or blood for analysis;
- (f) Where the hirer has made any false or misleading statement to the owner either in connection with the making of this agreement or with respect to reporting any incident occurring during the hire period;
- (g) Where the hirer or any authorized driver fails to give full co-operation and assistance (at their own expense) to the owner in investigating any such incident or in prosecuting any legal rights possessed by the owner against third parties arising out of any such incident;
- (h) Where the hirer has breached any other provision of this agreement;
- (i) To any liability incurred to a third party arising out of the use of the vehicle and in the case of such liability the hirer and authorized driver(s) shall indemnify the owner for any claim made against the owner.

5. Where the hirer pays an insurance fee on or before the commencement of the hiring, subject to Clause 4 (a), the hirer's liability shall not exceed the sum of **\$500.00** in the event that the vehicle is stolen and not recovered undamaged within 30 days. The hirer is totally responsible for any lost, stolen or mislaid components or equipment of the vehicle.

6. The owner may notwithstanding the specified period of hire and notwithstanding any waiver of some previous default, forthwith terminate this Agreement and repossess the equipment in any of the following events:-

- (a) If the hirer shall fail to pay any hiring charges when due;
- (b) If the hirer shall do or permit any act or thing whereby the owner's rights in the equipment may be prejudiced;
- (c) If the hirer should become or be made insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a hirer being a limited company should an order be made or a resolution be passed for the winding up of such company;
- (d) If the hirer commits any breach of this Agreement. Without prejudice to the rights of the owner to recover from the hirer any moneys due hereunder or any damages for breach hereof the owner may enter into or upon any premises where the vehicle may be located for the purposes of repossessing the vehicle. The hirer indemnifies the owner in respect of any claims damages or expenses arising out of any action taken under this clause.

The hire of the vehicle shall be limited to the period set forth on the front of this Agreement provided that if no period of hire is so specified the period of hire shall terminate at 6.00 p.m. on the date of hire. The hirer must at the hirer's own expense return the vehicle to the address stated within or if no such address is stated to the service station or place from which the said vehicle was hired not later than the time for termination of the period of hire. When the vehicle cannot be returned by the time of termination of hire the hirer must advise the owner or its agents for that time and advise the owner or its agent of the estimated time of return. In the event of the vehicle not being returned by the time stated herein additional rental shall be charged for the vehicle on the basis of a new hiring charged to the hirer at the then current hourly rate for hire of the vehicles. Such additional charges shall be related to a new hiring agreement based upon the same terms and conditions as are herein contained save and except as to the time of hire in the event that the vehicle is returned late to a site of hire necessitating the re-opening of the site of hire the hirer shall pay to the owner or its agent in cash at the site of hire the additional sum of **THIRTY DOLLARS (\$30.00)** at the time of the return of the vehicle. In the event that the vehicle is not returned all costs of and incidental to the locating and recovery of the vehicles shall be paid by the hirer.

- During the continuance of the hiring the hirer will not:-

- (a) Sell, offer for sale, assign, mortgage, pledge or sub-let the vehicle or any interest of the owner therein;
- (b) Part with possession of the vehicle;
- (c) Allow any lien to be created in respect of the vehicle for repairs or otherwise.

The hirer shall be responsible for all freight and other charges incurred by the owner or the hirer in respect of the delivery and return of the vehicles except when authorised by the owner or his agent.

In the event of a vehicle breaking down the hirer shall arrange at his own expense to return it to the owner or its agent forthwith. The period of hire shall be determined upon such return of the vehicle to the owner. In no event shall the owner be responsible for any expenditure damage and/or loss incurred by the hirer arising out of any breakdown or failure of the vehicle, whether caused by fair wear and tear negligence on the part of the owner or any other reason whatsoever.

In the event of the hirer delayed en route, the hirer is required to advise Head Office with 24 hours of the expiry time of the contract as stated on the contract. If further delay is experienced and the amended arrival time cannot be met, the hirer is then required to give further notice to that effect. The hirer agrees to indemnify the owner against any costs incurred by the owner as a result of the hirer's failure to provide such information.

In this Agreement, the word "owner" means the franchisee named of the face hereof and its agents. The word "vehicle" means the vehicle hired, its components, spare parts and all associated equipment.

The parties to this agreement are the hirer and the said franchisee. Golden 44 Pty. Ltd. trading as "Handy Rent-a-Ute and Rent-a-Car" is not a party hereto.

AGE EXCESS — BASIC EXCESS OF FIVE HUNDRED DOLLARS PLUS:

- (a) Drivers over 21 years, but under 25 years — **THREE HUNDRED DOLLARS (\$300.00)** to apply.
- Vehicle is full of fuel on commencement of hire and will be refuelled on completion of hire and charged to customer.

BRISBANE POLICE PROSECUTIONS CORPS

Q.P.9. COURT BRIEF CHECK LIST

Answer all/every issue, rectify (or cause to be rectified) all faults.

DEFENDANT/S

SURNAME

GIVEN NAMES

Magistrates Court and No.

Date of First Appearance

Answer each by:-

Cross (X) if fault found or action required.

Dash (-) if n/app. or n/req.;

Tick (✓) if correct,

LEAVE:.....

ETC:.....

Action Taken/Required

Wording of Charges

on Q.P.9.

Bench Charge Sheet with Q.P.9.

Bench Charge Sheet on undertaking
on Summons

Averments - used as required

Amendments - cross if required

Statute correct

Sections correct

All elements covered by full facts

Should charge be substituted

Within time jurisdiction

Within locality jurisdiction

Authority to prosecute required

Certificates attached

Compensation/Restitution sought

Quotes attached/figures shown

Orders

For disposal of property sought

Pecuniary penalty sought -
amount \$

Forfeiture - by what Statute?

Property

Drugs

Utensils

Disposal of property S. 685B CC

Criminal History (has nil/attached)

Copy of/Details of Message

Traffic History

(has nil/not required/attached)

Drugs Offence

Election made on Q.P.9.

Summary/Indictment

Weight of Drugs/Number of Plants shown

Defects Rectified (prior to dispatch) Yes / No

O.K.

(If no further action required)

Comments:-

QSP CHECKED Yes / No.

NAME

RANK

REG.NO.

SIGNATURE

DATE

Director of Public Prosecutions

Queensland

Committals Information System - Callover Instructions

Report range, From: 23/11/98 To: 23/11/98

Page: 2 of 12

Bail Status :

☐ Bail

☐ Custody

Bail Address :

☐ Surety

Amount :

☐ Reporting

☐ Sun

☐ Mon

☐ Tue

☐ Wed

☐ Thur

☐ Fri

☐ Sat

Reporting Station :

☐ Non Contact with Complainant

☐ Non Contact Crown Witness

☐ Curfew

Curfew Start :

Curfew End :

Other Details :

Enquiries 5th Floor State Law Building Cnr George & Ann Streets Brisbane Q 4000
GPO Box 2403 Brisbane Q 4001 DX 40170 Brisbane Uptown
Telephone (07) 3239-6840 Facsimile (07) 3220-0035

CASE12.001



Director of Public Prosecutions

Queensland

Committals Information System - Callover Instructions

Report range, From: 12/10/98 To: 12/10/98

Page: 2 of 18

Bail Status :

☐

Bail

☐

Custody

Bail Address :

☐

Surety

Amount :

☐

Reporting

☐

Sun

☐

Mon

☐

Tue

☐

Wed

☐

Thur

☐

Fri

☐

Sat

Reporting Station :

☐

Non Contact with Complainant

☐

Non Contact Crown Witness

☐

Curfew

Curfew Start :

Curfew End :

Other Details :

Enquiries 5th Floor State Law Building Cnr George & Ann Streets Brisbane Q 4000
GPO Box 2403 Brisbane Q 4001 DX 40170 Brisbane Uptown
Telephone (07) 3239-6840 Facsimile (07) 3220-0035

CASE12.001



Director of Public Prosecutions

Queensland

Committals Information System - Callover Instructions

Report range, From: 7/09/98 To: 7/09/98

Page: 2 of 16

Bail Status :

☐ Bail

☐ Custody

Bail Address :

☐ Surety

Amount :

☐ Reporting

☐ Sun

☐ Mon

☐ Tue

☐ Wed

☐ Thur

☐ Fri

☐ Sat

Reporting Station :

☐ Non Contact with Complainant

☐ Non Contact Crown Witness

☐ Curfew

Curfew Start :

Curfew End :

Other Details :



DIRECTOR OF PUBLIC PROSECUTIONS

File Name:

File Number: 01/05/

[illegible]