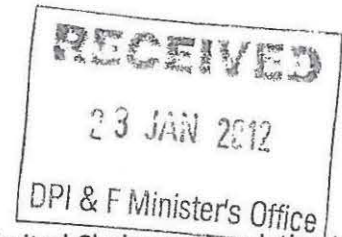


2012-01

Tracey Tomlin

From: Kearra Christensen [kchristensen@racingqueensland.com.au]
Sent: Monday, 23 January 2012 1:51 PM
To: Agriculture
Subject: Correspondence
Attachments: doc20120123132823.pdf



To the Honourable Tim Mulherin MP.

Please find attached correspondence from Mr Bob Bentley, Racing Queensland Limited Chairman, in relation to a stakeholders meeting with the greyhound code of racing held today. The original will be posted to you this afternoon.

If you have any queries in relation to this correspondence, please do not hesitate to contact me.

Kind regards,

Kearra Christensen

Executive Assistant to CEO



PO Box 63, Sandgate QLD 4017

P +61 7 3869 9720

F +61 7 3269 9043

M 49-Sch4 - Mobile phone

E kchristensen@racingqueensland.com.au

W www.racingqueensland.com.au

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defect or interference by third parties or replication problems (including incompatibility with your computer system).

Unless expressly attributed, the views expressed in this email do not necessarily represent the views of Racing Queensland Limited.

23 January 2012



Hon. Tim Mulherin MP
Minister for Agriculture, Food and Regional Economies
Queensland Government
GPO Box 46
BRISBANE QLD 4001

Racing Queensland Limited
A.B.N 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Minister

Racing Queensland Limited (RQL) today conducted a stakeholders meeting with the greyhound code to determine the industry infrastructure needs going forward. The meeting was attended by 24 industry stakeholders representing major clubs and trainers, as well as grass roots participants.

As previously expressed to you, the greyhound code is in desperate need of facilities and with the impasse over Albion Park and the continuous litigation, RQL deems it necessary to seek an amendment to the approved Industry Infrastructure Plan.

The meeting overwhelmingly endorsed (one dissenting vote) the recommendation for the greyhound code to develop "Cronulla Park" at Logan, as the headquarters for greyhound racing.

I request that you urgently approve the changes as requested, so as not to dispel the goodwill and unity displayed today.

The points agreed, include:

- Logan to be the site as the primary greyhound venue in Queensland.
- RQL to submit a business plan to government seeking approx \$28 million for the construction of the facility, as part of the approved Industry Infrastructure Plan funding.
- RQL to prioritise all necessary approvals and finalise proposed timelines for dissemination to the industry.
- RQL to request freehold title for the Logan land with this title to be vested with RQL.
- RQL and the Brisbane Greyhound Racing Club to develop a management model for the facility that maximises returns to the greyhound industry.

- The greyhound industry to be kept informed of progress on the Logan development through the implementation of an industry working party

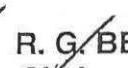
49-Sch4

- The government approve as a matter of urgency the change to the Industry Infrastructure Plan and allow a business case to be prepared to facilitate the commencement of racing in early 2013, with a final completion by late 2013.

Your urgent consideration will be appreciated.

Yours sincerely 

49-Sch4 - Signature


R. G. BENTLEY
Chairman

RTI DL RELEASE - NPSR

Office of the Minister for Agriculture, Food and Reg Economies

ACTION REQUEST

MI12/ 0133

MOC

CTS: 00820/12
eDOCS: 535866



☐ MESU

☒ NOMINATE : Office of Racing

☐ FOR DISCUSSION AT MIN DG MEETING

ACTION REQUIRED

MINISTER'S OFFICE

OPTION 1 ☐ ACKNOWLEDGE

OPTION 2 ☐ INTERIM RESPONSE

OPTION 3 ☐ MOC



DEPARTMENTAL CORRESPONDENCE REQUEST

☐ MINISTER RESPONSE ☐ MINISTER REFERRAL TO.....(eg Min)

☐ SPA RESPONSE ☐ SPA REFERRAL TO.....(eg SPA)

☐ DEPARTMENT TO RESPOND DIRECT ☒ INFORMATION ONLY - NRR

BRIEFING NOTE - MEDIA RELEASE - EVENT REQUEST

☐ GENERAL ☐ PARLIAMENT

☐ MEETING SCHEDULED..... ☐ DEPT. OFFICER TO ATTEND

☐ SPEECH / MEDIA RELEASE (cross out if not needed)

☐ FUNCTION / EVENT RUNSHEET (cross out if not needed)

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REQUIRED BY.....REQUESTED BY & DATE OF REQUEST 49-Sch4 - Signature

EXT: 93131

Pages 5 through 11 redacted for the following reasons:

Sch3(7) LPP



14 February 2012

The Honourable Tim Mulherin MP
Minister for Agriculture, Food and Regional Economies
GPO Box 46
BRISBANE QLD 4001

Racing Queensland Limited
A.B.N 52 142 766 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Minister

I refer to the business cases submitted for Treasury approval related to infrastructure works to be undertaken at Beaudesert, Cairns, Rockhampton and Logan.

Racing Queensland Limited (**RQL**), as the control body for racing in Queensland, has responsibility for the conduct and management of regulated racing. As part of these responsibilities, RQL subsidises the costs of racing at every race club in Queensland. RQL has demonstrated that it has the necessary financial resources to continue to fund the operation of race clubs Queensland-wide.

While the level of annual subsidies paid by RQL to individual race clubs vary, depending on the size and frequency of operation of the relevant Club, it is a fact that every TAB race Club requires subsidisation from RQL to operate. This is not a uniquely Queensland-position. Similar models exist Australia-wide.

The revenue projections contained in the business cases are extremely conservative and receipt of increased revenues will reduce the overall subsidies required from RQL. However, it should be noted that RQL has the resources to subsidise these operations even if additional revenue streams are not accessed.

RQL has the capacity to underwrite the operation of these facilities and their maintenance into the future. No additional government funding is required, other than that approved by cabinet in the amended Industry Infrastructure Plan, to assist in the conduct of racing at these facilities.

RQL has factored in the increased costs associated with operations at the enhanced facilities and has the financial resources to support them as required into the future.

Thank you for your consideration of this issue and if I can be of any further assistance please do not hesitate to contact me.

Yours faithfully

49-Sch4 - Signature

R G BENTLEY
Chairman

Bontje, Andrea

From: Bontje, Andrea
Sent: Friday, 24 February 2012 1:54 PM
To: Duff, Michael; Gordon, Sandra; Miller, Carole; Wilesmith, Roger; Zuj, Pat
Subject: CORRESPONDENCE; MINISTER MULHERIN; FOR INFORMATION ONLY; NNR

Attachments: 1-1103049-CTS01367-12__INCOMING_-_R_G_BENTLY_RACING.pdf

For information only, hard copy forwarded to business group.



1-1103049-CTS013
67-12__INCOMIN...

regards andrea

Andrea Bontje

Senior Executive Support Officer
Executive Services, Agriculture and Food

Department of Employment, Economic Development and Innovation

Level 8, 80 Ann Street, Brisbane Queensland 4000
GPO Box 46, Brisbane Queensland 4001
t: +61 7 323 93175
e: andrea.bontje@deedi.qld.gov.au

Customer Service Centre 13 25 23

www.deedi.qld.gov.au

RTI DL RELEASE - NPSR



ACTION REQUEST

MI12/

0266

MOC

CTS: 01367/12

eDOCS: 1103249



MESU

NOMINATE : Office of Faving

FOR DISCUSSION AT MIN DG MEETING

ACTION REQUIRED

MINISTER'S OFFICE

OPTION 1



ACKNOWLEDGE

OPTION 2



INTERIM RESPONSE

OPTION 3



MOC

RECEIVED

24 FEB 2012

EXECUTIVE SERVICES

DEPARTMENTAL CORRESPONDENCE REQUEST



MINISTER RESPONSE



MINISTER REFERRAL TO.....(eg Min)



SPA RESPONSE



SPA REFERRAL TO.....(eg SPA)



DEPARTMENT TO RESPOND DIRECT



INFORMATION ONLY - NRR

BRIEFING NOTE - MEDIA RELEASE - EVENT REQUEST



GENERAL



PARLIAMENT



MEETING SCHEDULED.....



DEPT. OFFICER TO ATTEND

SPEECH / MEDIA RELEASE

(cross out if not needed)



FUNCTION / EVENT RUNSHEET

(cross out if not needed)

NRR - FIO -

REQUIRED BY.....REQUESTED BY & DATE OF REQUEST

49-Sch4 - Signature

EXT: 93021



Hon Andrew Fraser MP
Member for Mount Coot-tha



**Queensland
Government**

**Deputy Premier and Treasurer
Minister for State Development
and Trade**



TRX-18459

15 FEB 2012

The Honourable Tim Mulherin MP
Minister for Agriculture, Food and Regional Economies
GPO Box 46
BRISBANE QLD 4001

Tim,

I refer to recent correspondence between the Department of Employment, Economic Development and Innovation, Racing Queensland Limited (RQL), and Treasury Department (Treasury) regarding business cases for proposed capital works under the Industry Infrastructure Plan (IIP), and recent correspondence to you from the Chairman of RQL.

I have been informed that Treasury considers there are outstanding issues in the business cases so far received, being for capital works at Beaudesert, Cairns, Rockhampton and Logan. The business cases disclose reasonable information regarding the proposed upgrades and construction, however the business cases demonstrate that the ongoing viability of the facilities is dependent on continuing increased support from RQL. I understand that operational deficits for individual racecourses are likely to be a feature of the majority, if not all, of future business cases. The ability of RQL to provide this support in the long term is not explicitly evident in each business case.

I acknowledge that providing financial support for racing clubs is a prime function of RQL in its capacity as a racing control body. In particular I note the financial assurance provided on 14 February by RQL, which addresses the need to provide adequate financial backing to the upgraded and new facilities, for which RQL is seeking funding from the Racing Industry Capital Development Scheme. On this basis, I am prepared to approve the release of funds for the capital works at Beaudesert, Cairns, Rockhampton and Logan.

Level 9 Executive Building
100 George Street Brisbane
GPO Box 611 Brisbane
Queensland 4001 Australia
Telephone +61 7 3224 6900
Facsimile +61 7 3229 0642
Email deputypremierandtreasurer@qld.gov.au
ABN 65 959 415 158

The assurance should have a clear basis of justification. You may care to consider whether it would be prudent to set aside a portion of wagering revenue to use as a buffer for increased operating deficits in the event that betting distributions decline in the near future, for various reasons including the level of popularity and success of the racing industry, and emerging changes to gaming and betting infrastructure and service providers. This could be reviewed annually based on an assessment of RQL's ability to continue funding the operating deficits, and an improved understanding of the operating position of the improved facilities.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Andrew Fraser', written in a cursive style.

ANDREW FRASER

RTI DL RELEASE - NPSR

Office of the Minister for Agriculture, Food and Reg Economies

ACTION REQUEST

CTS: 01495/12

MI12/ 0290

MOC

eDOCS:



MESU

Rae



NOMINATE:

Mike Kelly



FOR DISCUSSION AT MIN DG MEETING

ACTION REQUIRED

MINISTER'S OFFICE

OPTION 1



ACKNOWLEDGE

OPTION 2



INTERIM RESPONSE

OPTION 3



MOC

RECEIVED

- 1 MAR 2012

EXECUTIVE SERVICES

DEPARTMENTAL CORRESPONDENCE REQUEST



MINISTER RESPONSE



MINISTER REFERRAL TO.....

(eg Min)



SPA RESPONSE



SPA REFERRAL TO.....

(eg SPA)



DEPARTMENT TO RESPOND DIRECT



INFORMATION ONLY - NRR

BRIEFING NOTE - MEDIA RELEASE - EVENT REQUEST



GENERAL



PARLIAMENT



MEETING SCHEDULED.....



DEPT. OFFICER TO ATTEND



SPEECH / MEDIA RELEASE

(cross out if not needed)



FUNCTION / EVENT RUNSHEET

(cross out if not needed)

Response already sent.

Copy to Mike Kelly

copy to M. D. M. P. S.

✓ P.

REQUIRED BY.....REQUESTED BY & DATE OF REQUEST

49-Sch4 - Signature EXT:

Page 18 redacted for the following reason:

Sch3(7) LPP

2012-08

E: 10916069
CTS 01146/12CTS
RAC-00687

Advisor	OK
Dated / /	
Approved / Not Approved	
Further information required	
Minister	
Dated / /	

To:

Rob Setter, Associate Director-
General, Science, Agriculture,
Food and Regional Services

Copy:

Mark Bermingham,
Acting Director-General,
Department of Employment,
Economic Development and
Innovation

49-Sch4 - Signature

From:

Mike Kelly, Executive Director,
Office of Racing

Endorsed:

Mike Kelly, Executive Director,
Office of Racing

16 February 2012

Execution of Funding Deeds – Racing Industry Capital Development Scheme funding

Summary/Recommendation

1. That you sign the attached four funding deeds and the duplicate copy of each, between the State (represented by DEEDI) and Racing Queensland Limited (**Attachment 1**).
2. The funding provided under the attached funding deeds is from the Racing Industry Capital Development Scheme (RICDS) and will be used for infrastructure upgrades to racecourses located at Beaudesert, Cairns and Rockhampton, and the development of a new greyhound racing facility at Logan.
3. Under Schedule 5 – Grants and Subsidies of DEEDI's Financial Delegations and Authorisations, you are authorised to execute agreements under the RICDS. *✓ noted*

Timing

4. It is proposed to transfer the funding by 17 February 2012.

Background

5.

Sch3(2) Cabinet information after commencement

6. On 27 January 2012, Racing Queensland submitted a further revised IIP which was approved by government on 30 January 2012.

7.

Sch3(2) Cabinet information after commencement

8. Business cases for the above projects have been submitted and accepted by the Treasurer (see **Attachment 2**).
9. The attached funding deeds have been executed by Racing Queensland and provide for the immediate payment of \$6,807,359.64 (GST incl) to Racing Queensland for:
 - Beaudesert - \$4,344,215.44;
 - Cairns - \$825,000;
 - Rockhampton - \$121,000; and
 - Logan - \$1,517,144.20.
10. The above funding represents the first instalment for each project and it is anticipated Racing Queensland will request the second instalments in the 2012-13 financial year.
11. The funding is available within the Office of Racing budget.

Attachments

12. Attachment 1 - Funding Deeds between the State (as represented by DEEDI) and Racing Queensland.
13. Attachment 2 - Business case approvals from the Treasurer.

Clearance

1. Crown Law drafted the funding deeds.

Author

Mike Kelly, Executive Director, Office of Racing

49-Sch4 - Signature

16/2/12

Action Officer: Roger Wilesmith, Principal Compliance Officer
Tel: 323 41404

FUNDING DEED FOR CRONULLA PARK

Between

STATE OF QUEENSLAND
acting through the
Department of Employment Economic Development and Innovation
ABN 24 830 236 406

and

RACING QUEENSLAND LIMITED
ABN 52 142 786 874



Crown Law
Queensland Government

Crown Solicitor
Level 11
State Law Building
50 Ann Street
BRISBANE

Telephone: (07)3235 4919
Facsimile: (07) 3239 6961
Reference: CP5/EED279/233/YUN

THIS DEED is made

day of

2012

BETWEEN: STATE OF QUEENSLAND acting through the Department of Employment Economic Development and Innovation ABN 24 830 236 406 of Level 15, 111 George Street, Brisbane

(the "Department")

AND: RACING QUEENSLAND LIMITED ABN 52 142 786 874 established under the Corporations Act 2001 (Cth), of Racecourse Road, Deagon in the State of Queensland

(the "Recipient")

RECITALS:

- A. The Recipient has requested Program Funding from the Department for the purposes set out in this Deed.
- B. The Department wishes to provide Program Funding to the Recipient, subject to the terms and conditions set out in this Deed.
- C. The Department must ensure the accountability of Program Funding and accordingly, the Recipient must comply with the terms of this Deed and will be accountable for all Program Funding it receives from the Department under this Deed.
- D. The Program Funding is to be provided under the Racing Industry Capital Development Scheme.

AGREED TERMS:**1 INTERPRETATION****1.1 Definitions**

"Approved Business Case" means the Business Case attached to this Deed in Annexure A.

"Assets" means assets or other equipment or materials purchased or constructed as part of the Program, using any Program Funds, in accordance with this Deed.

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

"Commencement Date" means the date so specified in Item 1, Schedule 1, or if no date is so specified, then the date on which this Deed is executed by the Parties (or if the Parties execute the Deed on different days, the date on which the last Party executes the Deed).

"Confidential Information" includes all trade secrets and know-how, financial or internal management information and other commercially valuable information of whatever description and in whatever form this information is communicated (whether by electronic means, in an electronic storage device, in writing or orally) but does not include information which is or becomes public knowledge other than by breach of this Deed or any other confidentiality obligation.

"Deed" means the terms of this agreement as set out in this document, including all the terms and conditions in its clauses, the schedules, annexures and other attachments or documents incorporated into this document by reference.

"Eligible Expenditure" means those costs or any expenditure as outlined in the Approved Business Case that is for the purpose of or directly attributable to the purposes set out in Item 2, Schedule 1, including:

- (a) design and technical advice relevant to the Program;
- (b) excavation works necessary for the Program;
- (c) construction and installation of the racetracks and buildings;

- (d) all associated works necessary for the Program, including drainage works, electrical works, lighting works, irrigation works, road works and barrier works;
- (e) project management fees for the Program; and
- (f) such other costs agreed in writing, signed by the Department from time to time.

"Excess Program Funds" any part or all of the Program Funds that has not been properly spent on or committed for Eligible Expenditure in accordance with this Deed (whether by the Recipient or a third party engaged by or on behalf of the Recipient), as at the Expiry Date or the date of termination of this Deed.

"Expiry Date" means the date so specified in **Item 3, Schedule 1**.

"Force Majeure" means any event or circumstance that is not within the control of a Party and which could not have been overcome, prevented or remedied by the exercise of reasonable care on the Party's part and includes:

- (a) war, whether declared or undeclared, revolution or act of public enemies;
- (b) riot or civil commotion;
- (c) act of God;
- (d) fire, explosion, flood, storm, tempest, landslide or washaway;
- (e) act of restraint of any governmental or semi-governmental or other public or statutory authority, provided that an event will not be taken to be within the control of a party merely because that party forms part of the relevant government or authority; or
- (f) an order of any Court.

"Goods and Services Tax" or "GST" means a value added tax payable under the GST Law any similar tax, levy or impost as may otherwise be imposed by the Commonwealth Government.

"GST Amount" means the amount calculated by multiplying the GST exclusive amount of the funding as a taxable supply, payable under the terms of this Deed, by the rate of GST applicable from time to time.

"GST Law" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and *A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (Cth)*.

"Ineligible Expenditure" means those costs or expenditure that are not within the meaning of specified Eligible Expenditure (or that are in relation to, for example, administration and management costs, and financial and Program reporting costs).

"Insurance" means the insurance of a kind and to the aggregate specified in **Item 5, Schedule 1**, if so specified, and includes any other insurance that would be desirably prudent having regard to the risks arising in connection with the Program or use of the Program Funds.

"Intellectual Property or IP" means all intellectual property rights including plant breeder's rights, patents, copyright, rights in circuit layouts, registered designs and trade marks; any right to have Confidential Information kept confidential; any application or right to apply for registration of any of these rights and all rights of a similar nature to any of these rights that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

"Minister" means a minister of the State of Queensland having ministerial responsibility for the Department.

"Milestone" means any milestones or outcomes to be completed by a certain date or the date upon which payment of the Program Funds or part of the Program Funds becomes due, as specified in the Approved Business Case and **Schedule 3** (and includes the provision of reports and acquittals by the dates specified in **Schedule 2** and this Deed).

"Moral Rights" mean the moral rights of attribution of authorship, right not to have authorship falsely attributed and right of integrity of authorship specified in Part IX of the *Copyright Act 1968 (Cth)*.

"Party" means either party to this Deed and **"Parties"** means both of them.

"Personal Information" means information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not,

about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

"Precondition" means any preconditions for the operation of this Deed or expenditure of Program Funds, as specified in **Item 6, Schedule 1**, or elsewhere in this Deed, if so specified.

"Preconditions Date" means the date specified in the **Item 7, Schedule 1**, if so specified.

"Project" means any program of works, project, activity or purchase of any Asset that is included as an element of the Program under this Deed.

"Project Manager" means an employee of the Recipient appointed to manage, supervise and oversee the Program.

"Program" means all Projects, milestones, objectives and/or outcomes that are described in the Approved Business Case.

"Program Funding" or **"Program Funds"** means an amount to defray in whole or part any Eligible Expenditure incurred by the Recipient in performing or completing the Program, up to the maximum aggregate amount specified in **Item 4, Schedule 1**.

"Site" means the address(s) or location(s) where the Program must be carried out (whether in whole or in part), as specified in **Item 8, Schedule 1** (or in an Approved Business Case, if not so specified).

"Standards" means the forms, licensing, standards and legal requirements specified in this Deed and **Item 9, Schedule 1**, if so specified, and includes any licensing obligations required by law and any Australian standards relevant to the matter for which standards are required (or if there are no relevant Australian standards, then any relevant international standards).

"Term" has the meaning given in clause 2.

1.2 In this Deed:

- (a) a reference to this Deed, document or other instrument includes any variation, novation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) a reference to an accounting term is to be interpreted in accordance with approved accounting standards under the *Corporations Act 2001* (Cth) and, where not inconsistent with those accounting standards, generally accepted principles and practices in Australia consistently applied by an incorporated body or as between incorporated bodies and over time;
- (g) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (h) a reference to the Department or any other government department or entity ("**Existing Entity**") includes a reference to any department or other government entity ("**New Entity**") established or constituted in lieu of the Existing Entity, and with (as nearly as possible) the powers and responsibilities of the Existing Entity;
- (i) if an act prescribed under this Deed, to be done by a party on or by a given day, is done after 5.00pm on that day, or at any time on a day that is not a Business Day, the act is deemed to be done on the following Business Day;
- (j) if a word or a phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (k) the monetary amounts stated in this Deed are exclusive of GST, unless expressly stated otherwise;
- (l) reference to "\$" or "dollars" means Australian dollars;
- (m) headings do not affect the interpretation of this Deed; and
- (n) the word "includes" or similar is not to be read as a word of limitation; and

Inconsistency between documents

- (o) to the extent of any inconsistency between any clause, schedule or annexure of this Deed, a clause will prevail over any schedule or annexure, and a schedule will prevail over any annexure.

2 TERM

- 2.1 This Deed commences on the Commencement Date and unless earlier terminated in accordance with its terms, continues until the Expiry Date ('Term').

3 OBLIGATIONS OF THE DEPARTMENT

- 3.1 In this Deed, a 'correctly rendered invoice' means an invoice that has been submitted to the Department and complies with the requirements of the GST Law (as a tax invoice) and must, unless inconsistent with the GST Law, specify:
- (a) the Recipient's Australian Business Number;
 - (b) the Program Funding amount payable to the Recipient and details of any associated Milestone against which the claim for payment is made;
 - (c) the amount of any GST paid or payable by the Recipient with respect to the Program Funding payment;
 - (d) the Recipient's bank account, address or details for payment; and
 - (e) the Department's reference number, if previously notified to the Recipient by the Department.
- 3.2 Subject to the Recipient complying fully with the terms and conditions of this Deed and the Recipient meeting all Preconditions on or before the relevant Precondition Date, the Department will pay to the Recipient the Program Funds to be committed, spent or disbursed by the Recipient solely on Eligible Expenditure for the purposes of the Program, in accordance with this Deed.
- 3.3 The Department will pay Program Funds to the Recipient at the times and in the amounts specified in Schedule 3, subject to receipt of a correctly rendered invoice and completion of any applicable Milestones, within 30 days after receipt of a correctly rendered invoice.
- 3.4 Payment of any Program Funds under this Deed is conditional upon the Department first receiving the following from the Recipient in a timely manner:
- (a) a copy of this Deed signed by the Recipient's authorised signatory;
 - (b) an electronic funds transfer form; and
 - (c) a correctly rendered invoice (as specified by the Department).

4 OBLIGATIONS OF THE RECIPIENT

Expenditure of Program Funds

- 4.1 The Recipient must comply with the following requirements and acknowledges that the Department's obligation to pay any Program Funds (or the Recipient's right to retain Program Funds) is conditional upon the Recipient:
- (a) meeting each Precondition on or before the relevant Precondition Date;
 - (b) committing and spending Program Funds on Eligible Expenditure only;
 - (c) ensuring all elements of the Program are conducted at the Site, if a Site location is specified in Item 8, Schedule 1;
 - (d) ensuring all elements of the Program and any subcontracted work is conducted with due care and skill and in accordance with all relevant Standards and Approved Business Case;

- (e) providing all reports, acquittals and other information that may be required under this Deed to the Department, or as otherwise requested by the Department from time to time, and ensure that such reports, acquittals and other information is accurate and not misleading in any respect;
- (f) not being in breach of this Deed or any other funding arrangement or agreement with the State of Queensland;
- (g) completing all elements of the Program within the timeframes in the Milestones and any timeframes specified in an Approved Business Case, and in any event on or before the Expiry Date;
- (h) complying with all clauses of this Deed; and
- (i) complying with lawful notifications or directions of the Department given under this Deed.

Assets and Excess Program Funds

4.2 Subject to clause 4.3 of this Deed, the Recipient must pay to the Department:

- (a) on or before expiry of the period of time after the Expiry Date that is specified in **Item 10, Schedule 1**; or
- (b) if this Deed is terminated prior to the Expiry Date, within 7 days from the date of termination, an amount equal to the amount of all Excess Program Funds and such amount will be a debt due and payable to the Department without further need for proof of debt.

4.3 The Department is not liable to contribute any further money beyond the amount of the Program Funds specified in **Item 4, Schedule 1**. Where Program Funds are insufficient to meet full costs associated with the Program or to enable completion of the Program, the Recipient is responsible for providing all further funds necessary to complete the Program and may apply to the Department under clause 4.4 of this Deed.

4.4 The Recipient may apply to the Department to:

- (a) use Excess Program Funds on a project under the Racing Industry Capital Development Scheme other than the Project; or
- (b) transfer funds necessary to complete the Program from the funds for a project under the Racing Industry Capital Development Scheme other than the Project where those funds have not been properly spent on or committed for expenditure approved for that project.

The Department may at its sole discretion approve or not approve such application.

4.5 In consideration of the Program Funds, the Recipient must take all steps reasonably necessary to procure completion of all elements of the Program and any other steps that may be specified in the Approved Business Case or other specifications set out in this Deed.

Expenditure

4.6 The Recipient must not commit or spend any Program Funds except on Eligible Expenditure. There is no commitment by the Department to provide funds additional to or other than the total Program Funds amount in **Item 4, Schedule 1**.

4.7 The Recipient will commit and spend Program Funds, and will ensure any third party performing any work on the Program under the Approved Business Case will commit and spend Program Funds allocated to them, only:

- (a) in accordance with this Deed and solely for Eligible Expenditure;
- (b) for actual expenses directly incurred in respect of Eligible Expenditure; and
- (c) after all relevant Preconditions have been met,

and, the Recipient must not commit or spend, or allow any third party to commit or spend, any Program Funds on Ineligible Expenditure.

Program contracts and sub-contracting

- 4.8 The Recipient must invite tenders before making a contract for the carrying out of the whole or any part of the design and construction of the Project, unless the Recipient is notified in writing by the Department that it is not required to invite tenders for the contract.
- 4.9 An invitation must:
- (a) be by an advertisement in a newspaper circulating in the Logan City Council local government's area; and
 - (b) allow at least 14 days from the day of the advertisement for the submission of tenders.
- 4.10 The Recipient may apply to the Department to use a procurement process for a contract other than the open tender process described in clauses 4.8 and 4.9. The Department may at its sole discretion approve or not approve that application. If the Department notifies the Recipient that the Recipient is not required to invite tenders for the contract, the Recipient may use the procurement method stipulated by the Department instead of an invitation.
- 4.11 In conducting its procurement activities for the design and construction of the Project, the Recipient must:
- (a) ensure probity and accountability for outcomes;
 - (b) seek to obtain best value for money; and
 - (c) ensure that all stages of its procurement decision-making process, from planning to awarding of the contract, are defensible and documented.
- 4.12 The Recipient must, upon request, supply to the Department a copy of:
- (a) documentation for its procurement decision making process, including invitations, responses to invitation and evaluation documentation; and
 - (b) all successful tenders and associated contract documentation for any works, services or goods provided under the Program or using Program Funds.
- 4.13 If construction work is required as part of the Program, the Recipient must enter into an agreement with an appropriately licensed contractor and such agreement must comply with relevant Standards and Guidelines and be consistent with the terms of this Deed.
- 4.14 Where a head contractor is appointed, the Recipient must request written confirmation that all sub-contractors engaged on the Program are also appropriately licensed by law to carry out the work they perform, and that proof of current licensing status is provided, and provide copies of such confirmation promptly upon the Department's request.
- 4.15 All sub-contracts entered into in respect of the Program must include terms with similar access, audit, insurance, intellectual property, publication and disclosure rights in favour of the Department as are specified under this Deed.
- 4.16 The Recipient must allow the Department and its nominated representatives access to all Sites and any other Program workplaces and ensure the Recipient's nominated representative in **Item 14, Schedule 1** or any construction manager or Project Manager working on the Program is made available to meet with and provide information to the Department and its nominated representative about the Program (with seven (7) Business Days prior notice), and render all reasonable and necessary assistance to enable those persons to:
- (a) undertake Program monitoring or audits;
 - (b) monitor the progress of construction and development being conducted as part of the Program; and
 - (c) assess and forecast, with input from the Recipient's nominated representative in **Item 14, Schedule 1**, the value of the work in ground done or made under the Program or using Program Funds.

Project Manager

- 4.17 Prior to commencing the Project, the Recipient must appoint a person as the Project Manager.

- 4.18 The Recipient is liable for the Project Manager's costs, salary and superannuation contributions ('Project Manager's Expenses'). The Project Manager's Expenses can be claimed as an Eligible Expenditure but only to the extent that it directly relates to the Program.
- 4.19 The Recipient must provide the Department the name and contact details of the Project Manager and any other information about the Project Manager, as may be requested by the Department.
- 4.20 If, during the Term of the Deed, there is a change of person acting as Project Manager, the Recipient must immediately notify the Department that a change has occurred.
- 4.21 During the term of their appointment as Project Manager, the Project Manager may be appointed by the Recipient to perform other works or duties for the Recipient, provided that such works or duties do not give rise to a conflict of interest with, or adversely impact him or her carrying out, his or her role as the Project Manager.

5 REPORTING

- 5.1 The Recipient must provide the Department with the reports as described and at the times and in the manner specified in **Schedule 2**, and as otherwise reasonably requested by the Department from time to time, if not so specified.
- 5.2 All reports must include the details and be made in accordance with the form and/or format that is specified in **Schedule 2**, or if not so specified, as may be reasonably notified by the Department to the Recipient from time to time.
- 5.3 If requested by the Department, the Recipient must provide an audited financial statement of all Program Funding expenditure and commitments to the Department annually for each financial year of the Term, to be done in accordance with Australian accounting standards.
- 5.4 If the Recipient submits a report or acquittal which the Department considers unsatisfactory, the Department will provide the Recipient with a written notice within 14 days of receipt of the report or acquittal, advising the Recipient of the:
- (a) additional information which the Recipient must supply to the Department in order for the Recipient to deliver a satisfactory report or acquittal to the Department ("Resubmitted Report"); and
 - (b) due date by which the Recipient must provide the Resubmitted Report.
- 5.5 The Recipient must include details and information on the outcomes and results of the Program and Program Funding within its annual report prepared under the *Corporations Act 2001* (Cth) for each year of this Deed and provide a copy of the Annual Report to the Department at its request.
- 5.6 Upon the request of the Department, the Recipient must include with any report required under this Deed a written summary on or containing, but not limited to, the following information relevant to the preceding period:
- (a) progress of the Program;
 - (b) costs committed and incurred and labour expended on the Program;
 - (c) progress made in the design and construction of works required under the Program, together with a summary of the status of all claims made for extensions of time;
 - (d) a forecast of cashflow to be expended on all aspects of the Program for the duration of the Term on a month by month basis;
 - (e) cashflow expended on all aspects of the Program, as compared to the cashflow forecast referred to in clause 5.6(d) above;
 - (f) a forecast of the date on which the Program is expected to reach completion;
 - (g) a summary of all major difficulties encountered in relation to the Program;
 - (h) a summary of the quality of the construction of the Program and an identification of issues with the quality of the works;
 - (i) an identification of any poorly performing personnel or Subcontractors;
 - (j) a summary of safety incidents that have occurred (if any);
 - (k) a summary of environmental incidents that have occurred (if any);

- (l) a summary of industrial relations incidents that have occurred (if any);
- (m) a summary of all major activities of the Recipient in relation to the Program;
- (n) the results of all inspections and tests carried out in relation to the construction of the Program;
- (o) such other matters as reasonably requested by the Department in relation to the Program from time to time.

5.7 The Recipient will inform the Department immediately if any significant issue comes to its attention regarding:

- (a) its compliance with this Deed, including achievement of applicable timeframes and Milestones; or
- (b) compliance with any laws concerning the provision or the use made of the Program Funding, whether by an officer, employee, subcontractor, Recipient or volunteer worker engaged by the Recipient.

6 ACCOUNTS

6.1 The Recipient's accounting system must be structured:

- (a) to enable the expenditure of the Program Funding to be properly and accurately identified, sourced, traced and reported upon to the Department;
- (b) to ensure appropriate internal controls are in place to identify and prevent misuse or misappropriation of Program Funding; and
- (c) to record that interest earned on the Program Funding is applied for Eligible Expenditure only.

6.2 The Recipient must deposit and retain the Program Funds in a separate bank account, invested in a manner agreed in writing to be acceptable to the Department.

6.3 The Recipient must ensure that any interest earned on the Program Funds is also committed and spent solely on Eligible Expenditure.

7 INSPECTION AND AUDIT

7.1 The Recipient must include similar provisions to clause 7.2 in favour of the Department in all contracts for third party recipients of any Program Funds used to pay for any Program work performed by those third parties, in respect of the accounts, records and premises of the third party, as though the third party were the Recipient in clause 7.2.

7.2 The Department and/or its nominated representative(s) may:

- (a) examine and copy the Recipient's accounts and records relating to the Program or the Program Funds any time during a Business Day, provided 48 hours written notice is given to the Recipient by the Department; and
- (b) conduct an audit, if deemed necessary by the Department, of the Program Funding paid by the Department under the Recipient's accounts and accounting records relating to the Program or Program Funds and the Recipient must otherwise co-operate fully with the Department and/or its nominated representative(s) to enable the Department to exercise its rights under this clause 7.2.

8 RECIPIENT REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

8.1 The Recipient represents and warrants to the Department that:

- (a) it has full power and authority to enter into and perform its obligations under this Deed;
- (b) it has taken all necessary action to authorise the execution, delivery and the performance of the Deed;
- (c) this Deed constitutes legal, valid and binding obligations, enforceable in accordance with its terms;
- (d) the information contained in the Approved Business Case and the Recipient's application for the Program Funds and any other information provided by the Recipient to the Department in support of the application complies with the Guidelines and is accurate and not misleading in any particular;

- (e) all information provided under or in connection with this Deed at any time is accurate and up to date;
- (f) it does not have any interests or obligations that conflict with its interests and obligations under this Deed or will prejudice its ability to carry out the Program fairly and independently;
- (g) it has entered into this Deed and decided to proceed with the Program on its own accord;
- (h) in entering into this Deed it has not relied on or been influenced by any representations or warranties by the Department or by any person associated with the Queensland Government about:
 - (i) the subject matter of this Deed;
 - (ii) the suitability or otherwise of any Site;
 - (iii) feasibility or business prospects of the Program or the Program's objectives or outcomes;
 - (iv) the possibility of any other or further financial assistance or arrangements between the Recipient and the Department or the Queensland Government; or
 - (v) any other matter, except as is expressly set out in this Deed.
- (i) it has made full disclosure to the Department of all matters that relate to, or may be expected to adversely affect, the good reputation, character and standing of the Recipient and any related body, any director, senior officer or employee of the Recipient, or related body which may be involved in the Program, including matters relating to their acting in breach of their obligations under any law in the conduct of business or in any role as an officer of a company (for example obligations pursuant to the *Corporations Act 2001* (Cth)).

8.2 The Recipient acknowledges that the Department has not authorised any person to make any representation referred to in clause 8.1(h).

8.3 If the Recipient enters into this Deed as a trustee, the Recipient:

- (a) is liable both personally and in its capacity as trustee; and
- (b) represents and warrants that:
 - (i) it is the sole trustee of the trust;
 - (ii) it is not in breach of trust;
 - (iii) it has the right to be fully indemnified out of the trust assets for obligations incurred under this Deed before the claims of beneficiaries; and
 - (iv) this Deed is for the benefit of the trust.

8.4 The warranties, representations and undertakings given under clauses 8.1 and 8.3 are continuing obligations for the duration of the Term.

9 CONFIDENTIALITY, PUBLICATION, INTELLECTUAL PROPERTY AND PRIVACY

Confidentiality

- 9.1 Each Party agrees that it will keep secret and confidential any Confidential Information of the other Party. Each Party must not disclose Confidential Information of the other party without the prior written consent of the other Party.
- 9.2 The obligations of confidentiality imposed on a Party under this Clause 9 will survive termination of this Deed until each part of the Confidential Information lawfully becomes part of the public domain, unless otherwise agreed in writing.
- 9.3 The Department may use general details of the Recipient and the Program to publicise the benefits to Queensland of the Department's funding of the Program.
- 9.4 Despite any other provision of this Deed, the Department may disclose to sitting members of Parliament, a House or a Committee of Parliament or Minister the general details, including Confidential Information, of the Recipient, this Deed, or the Program and the fact that the Department has provided Program Funds to the Recipient.
- 9.5 The obligations of confidentiality of the Parties under clause 9 will not be taken to have been breached to the extent that Confidential Information is permitted, required or compelled by an order

of a court or by any law to be disclosed or is necessary for the conduct of any legal proceedings arising in relation to this Deed.

Publications

9.6 The Recipient acknowledges that:

- (a) a statement as to the Program Funding received must be included in any sign or promotional material made or issued by the Recipient in relation to the Program;
- (b) the format of any such statement must be approved by the Department.

Intellectual Property

9.7 The Parties agree that:

- (a) copyright in all reports and acquittals provided to the Department under this Deed will vest in the Department, provided however that the Department grants to the Recipient a non-exclusive licence to use and reproduce the reports and acquittals for its own management and reporting purposes – the Recipient must also obtain written signed Moral Rights consents to any act or omission which might otherwise amount to the infringement of the author's Moral Rights, signed by each person who is to author any report or acquittal under this Deed;
- (b) all other material and Intellectual Property rights in it that is created or arises in connection with this Deed will vest in the Recipient;
- (c) The Party who does not own material and Intellectual Property rights referred to in clause 9.7(b) will be granted a licence to use, reproduce and adapt that material and intellectual property on the terms specified in Item 12, Schedule 1; and
- (d) each Party will at its own cost obtain all necessary consents and permissions, including written signed Moral Rights consents, to enable the relevant Party to exercise the rights granted to the other Party in full under this clause 9.7.

Privacy

9.8 The Recipient undertakes to comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) ("IPA") in relation to the Recipient's dealings with Personal Information obtained from the Department or collected for or on behalf of the Department under this Deed, if any, as if the Recipient was an "agency" for the purposes of the IPA. The Recipient must comply with all reasonable directions given by the Department in relation to any such Personal Information.

10 INDEMNITY, INSURANCE AND SUSPENSION

Indemnity

10.1 The Recipient agrees to release, indemnify and hold harmless the Department, its employees, contractors and agents ("those indemnified") from and against any loss, expenses, damages, costs and any consequential loss or damage incurred by or awarded against those indemnified or that those indemnified may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this Deed by the Recipient, its directors, officers, employees (including the Project Manager), contractors or agents; or
- (b) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Recipient, its directors, officers, employees (including the Project Manager), contractors or agents; or
- (c) termination of this Deed by the Department under clause 11 of this Deed.

Insurance

10.2 The Recipient must:

- (a) effect and maintain for the duration of the Term (and any further period, if specified in Paragraph A, Item 5, Schedule 1) Insurance to cover any liability arising in connection with the Program or use of the Program Funding and, promptly upon the Department's request, provide the Department with a copy of the relevant policies or Certificates of Currency, whichever is applicable; and

- (b) ensure that the Recipient's contractors effect and maintain for the duration of their engagement by the Recipient for works relating to the Program, the Insurance specified in Paragraph B, Item 5, Schedule 1, unless otherwise notified by the Department.

10.3 The Recipient must have and maintain workers' compensation insurance for an amount required by the relevant State or Territory legislation applicable to the Recipient.

Suspension

10.4 The Department may, without prejudice to any of the Department's rights under this Deed or at law (including, without limitation, any right to terminate this Deed), suspend the provision of all or any part of the Program Funding if the Recipient fails to provide to the Department any document or information required under this Deed, or the Recipient commits a default or breach of this Deed, or a Force Majeure event occurs (collectively, a "Suspension Event"), until the Suspension Event is remedied or resolved to the satisfaction of the Department.

10.5 The Department must notify the Recipient in writing of the Suspension Event and the grounds for the suspension ("Suspension Notice").

10.6 If the Department gives a Suspension Notice to the Recipient under clause 10.5:

- (a) the Recipient must continue to comply with its obligations under this Deed (in the case of Force Majeure, to the extent it is able), unless the Department directs otherwise in the Suspension Notice; and
- (b) the Suspension Notice continues until either:
 - (i) the Suspension Event stated in the Suspension Notice is remedied or resolved to the satisfaction of the Department and the Department gives a written notice of withdrawal of the Suspension Notice to the Recipient, evidencing that the Department is satisfied the Suspension Event has been remedied or resolved; or
 - (ii) the Recipient has not remedied the Suspension Event as stated in the Suspension Notice to the satisfaction of the Department and the Department terminates this Deed under clause 11 (default or convenience) or clause 14.3 (Force Majeure).

11 TERMINATION FOR DEFAULT OR CONVENIENCE

11.1 The Recipient will be deemed to be in breach or have defaulted in the performance of its obligations under this Deed if the Recipient:

- (a) becomes insolvent, or is unable to pay its debts when due, or admits in writing its inability to pay its debts;
- (b) enters into any arrangements or composition with its creditors generally, or has a receiver appointed;
- (c) goes into liquidation, or passes a resolution to go into liquidation, other than for the purpose of reconstruction;
- (d) suffers any distress or execution levied against any assets of the Recipient which would, in the reasonable opinion of the Department, have a material adverse effect on the Recipient undertaking any part or all of the Program;
- (e) fails to submit a report, acquittal, information, establish a record, or allow access required pursuant to this Deed;
- (f) fails to progress the Program or work to be done under the Program in accordance with the Approved Business Case;
- (g) fails to achieve the Milestones on or before the times expressed for them in this Deed;
- (h) fails to comply with any provision of this Deed; or
- (i) expends or allows the expenditure of the Program Funding in a manner not in accordance with this Deed.

11.2 Show Cause If the Department believes there has been any default or breach of any provision of this Deed, the Department may give the Recipient a Notice to Show Cause which will specify:

- (a) what the alleged breach or default is;
- (b) what facts the Department relied on to establish the alleged breach or default;

- (c) what the Recipient must do to make good the alleged breach or default or whether the Department considers the alleged breach or default incapable of remedy; and
- (d) how long the Recipient has to make good the alleged breach or default or respond to the allegations in the Notice to Show Cause.

11.3 Notice to Remedy If the Recipient responds to the Notice to Show Cause within the time specified in that notice and:

- (a) such response is not to the satisfaction of the Department; and
- (b) the Department reasonably believes the alleged breach or default is capable of remedy and must be remedied without delay,

the Department may give a Notice to Remedy to the Recipient and require the breach or default identified in the earlier Notice to Show Cause to be remedied within not less than seven (7) days after the date of the Notice to Remedy.

11.4 Termination If the Recipient:

- (a) does not make good any breach specified in a Notice to Remedy:
 - (i) within the time allowed in that Notice to Remedy; or
 - (ii) in accordance with the Notice to Remedy given to the Recipient; or
- (b) does not respond to the Notice to Show Cause at all within the time specified in that notice; or
- (c) responds to the Notice to Show Cause and such response is not to the satisfaction of the Department and Department remains of the view that the breach or default is incapable of remedy;

the Department may give a Notice of Termination terminating this Deed effective the date of the Notice.

11.5 Notwithstanding any other provision of this Deed, the Department may terminate this Deed for convenience, without cause, upon written notice to the Recipient effective the date specified in the notice provided that such date occurs on or after expiry of the minimum notice period specified in **Item 11, Schedule 1**. Subject to clause 11.7, the Department may reimburse the Recipient for reasonably unavoidable costs or loss directly caused by such termination claimed by the Recipient, provided that:

- (a) the Recipient has promptly taken all steps reasonably necessary to mitigate its costs or loss;
- (b) the amount claimed is approved in writing signed by the Department (the Department may require proof of costs/loss to be first submitted by the Recipient to the satisfaction of the Department);
- (c) the amount claimed, when combined with Eligible Expenditure already incurred or committed by the Recipient up to the date of termination, must not in total exceed the amount of the Program Funds, and

such reimbursement, if approved by the Department, will be in full and final satisfaction of any claim the Recipient may have against the Department in relation to the termination and the Recipient hereby irrevocably and unconditionally releases the Department in full from and against all such claims.

11.6 Subject to clause 11.7, termination of this Deed under this Clause 11 does not affect any accrued rights or remedies of a Party.

11.7 Upon termination of this Deed, the Department will not in any case be liable to the Recipient for compensation for any indirect or consequential loss of any kind suffered or incurred by the Recipient in connection with such termination.

12 EFFECT OF TERMINATION

12.1 In the event of termination or expiration of this Deed:

- (a) subject to Clause 12.1(b), each Party must stop using the Confidential Information of the other Party and, at the other Party's option:
 - (i) return to the other Party;

- (ii) destroy and certify in writing to the other Party the destruction of; or
 - (iii) destroy and permit the other Party to witness the destruction of,
- all of the other Party's Confidential Information in that Party's possession or control;
- (b) the Department is entitled to retain one copy of the Recipient's Confidential Information for the purposes of fulfilling its portfolio responsibilities, record keeping and accountability purposes;
 - (c) the Recipient must take all action necessary to minimise further expenditure of the Program Funding; and
 - (d) the Department may in the notice of termination or a further notice, require the Recipient to repay all Excess Program Funds.

12.2 Clauses 7, 8, 9, 10.1-10.6, 11.5, 12 and 13 continue to apply after expiration or earlier termination of this Deed.

13 GST

13.1 The Parties agree that:

- (a) words and expressions used in this Clause 13 which are defined in the GST Law or, if not so defined, then which are defined in the *Competition and Consumer Act 2010* (Cth) have the same meaning in this Clause 13;
- (b) any consideration, including the Program Funding, to be paid or provided for a supply made under or in connection with this Deed excludes GST;
- (c) such information must be exchanged, as is reasonably necessary, for each of the Department and the Recipient to make an assessment of the GST liability or benefits from the GST Law (including GST registration status and ABN);
- (d) if the whole or part of the Program Funding is the consideration for a taxable supply, the Department must pay to the Recipient an additional amount equal to the GST Amount that the Recipient is liable to pay to the Commissioner of Taxation; and
- (e) the Department is liable to pay the GST Amount to the Recipient only upon receipt of a valid tax invoice.

13.2 If it is determined on reasonable grounds that the amount of GST collected from the Department by the Recipient under this Clause 13 differs, for any reason, from the amount of GST paid or payable by the Recipient, the Department is entitled to a refund of the appropriate consideration collected from the Department and the Recipient must issue an appropriate GST adjustment notice.

14 GENERAL

14.1 Relationship

This Deed does not create and must not be construed as creating, a relationship between the Department and the Recipient of employment, principal and Recipient, partnership or joint venture.

14.2 Assignment

No Party will assign, novate, transfer, encumber or subcontract any or all of its rights or obligations under this Deed to any other party, except with the prior written consent of the Department or as otherwise expressly stated elsewhere in this Deed.

14.3 Force Majeure

- (a) No Party is liable for any failure to perform or delay in performing its obligations under this Deed if that failure or delay is due to a Force Majeure event, provided the Party affected by that event must promptly notify the other of the details of the event upon becoming aware of it, including how the event will delay or affect the affected Party's ability to perform its obligations under this Deed.
- (b) If a Party is affected by a Force Majeure event for a period of 90 days or longer, then either Party may terminate this Deed by notice to the other Party, and neither party will be liable to the other for any loss or costs in relation to such termination.

14.4 Waiver

The failure by a Party to enforce at any time any provision of this Deed will not be construed as a waiver of that provision or any other provision of this Deed. A waiver or consent given by a Party under this Deed is only effective if it is given or confirmed in writing by that Party.

14.5 Compliance with Law

The Recipient will, in performing this Deed or any work in connection with it, comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, Territory or local authority.

14.6 Applicable Law

This Deed is governed by and construed in accordance with the laws of the State of Queensland and the Parties submit to the jurisdiction of Queensland courts and any appellate courts therefrom.

14.7 Notices

- (a) Any notice or communication required to be given under this Deed must be in writing and may be delivered, posted by ordinary mail or sent by facsimile to the Party to which such notice is to be given under this Deed.
- (b) All such notices and communications are effective and deemed to have been received in the following circumstances:
 - (i) if delivered, upon delivery;
 - (ii) if sent by mail, 2 Business Days after posting; and
 - (iii) if sent by facsimile transmission, upon the sender's facsimile machine producing a transmission report that the facsimile was successfully sent to the addressee's facsimile number,

if sent to the address or facsimile number specified in Item 13 or Item 14 of Schedule 1 for the relevant Party (*attention to the relevant persons nominated for each Party under those Items*), as modified under clause 14.7(c), provided always that in the case of a corporation or incorporated association, the notice may otherwise be sent to the corporation or incorporated association's registered address current at the time of sending the notice.
- (c) A Party may modify its nominated contact or address for notices, from time to time, by written notice served on the other Parties.
- (d) Any notice received after 5.00pm is deemed to have been received on the next Business Day in the place to which it was sent.
- (e) A notice will take effect on and from the date of the notice, unless otherwise specified in the notice.

14.8 Entire Deed

The terms of the Deed between the Parties are those set out in this Deed and no written or oral agreement, arrangement or understanding made or entered into prior to the date of this Deed may be read or incorporated into this Deed.

14.9 Amendments

This Deed will not be changed, modified or waived orally, but only by an instrument in writing signed by the duly authorised signatories of each Party.

14.10 Counterparts

This Deed may be signed in any number of counterparts. All original counterparts will be taken to constitute one instrument, provided however that if there is a discrepancy between counterparts, the original counterpart signed by the Department will prevail.

14.11 **Severability**

If any provision of this Deed is held to be illegal or unenforceable the provision will be severed from the Deed and the remaining provisions will govern the relationship of the parties as if the offending provision had never been included.

14.12 **Costs**

Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Deed.

RTI DL RELEASE - NPSR

EXECUTED by the parties below as a deed.

SIGNED, SEALED AND DELIVERED for and on
behalf of the STATE OF QUEENSLAND acting
through the Department of Employment Economic
Innovation and Development

By Robert J. SETTER (name),

Associate Director (position)

a person duly authorised to act on its behalf,

this 16 day of February 2012

in the presence of:

49-Sch4 - Signature

(signature of witness)

49-Sch4 - Signature

Signature of Authorised Officer

SIGNED, SEALED AND DELIVERED for and on
behalf of RACING QUEENSLAND LIMITED (ABN
52 142 786 874), in accordance with section 127
of the Corporations Act 2001

49-Sch4 - Signature

(signature of director/secretary)

Shara Louise Reid
(name of director/secretary)

49-Sch4 - Signature

(signature of director)

Robert Geoffrey Bentley
(name of director)

16/02/2012

(date)

Schedule 1 – Reference Items

Item	Description	Clause Reference	Details (for completion)
1.	Commencement Date	Clause 1.1	
2.	Eligible Expenditure	Clause 1.1, Clause 4	<p>\$23,503,915 to be paid in 2 instalments:</p> <ol style="list-style-type: none"> 1. \$1,379,222 to be spent as outlined in the Approved Business Case and paid in the 2011-12 financial year. 2. \$22,124,693 to be spent as outlined in the Approved Business Case and paid in the 2012-13 financial year.
3.	Expiry Date	Clause 1.1	01 February 2014
4.	Program Funds (amount)	Clause 1.1	<p>The total maximum amount of all Program Funds (excluding GST) payable by the Department under this Deed is as follows:</p> <p>\$23,503,915 to be paid in 2 instalments:</p> <ol style="list-style-type: none"> 1. \$1,379,222 to be spent as outlined in the Approved Business Case and paid in the 2011-12 financial year. 2. \$22,124,693 to be spent as outlined in the Approved Business Case and paid in the 2012-13 financial year.
5.	Insurance	Clause 10.2	<p>A. Type of insurance to be taken by the Recipient:</p> <ol style="list-style-type: none"> 1. Public liability insurance; 2. professional indemnity insurance; and 3. contract works insurance. <p>Aggregate cover: \$10 million (public liability) and \$1 million (professional indemnity) and full replacement value of the capital works under the Program.</p> <p>Run-off period: 6 years after the Expiry Date (applies for professional indemnity insurance)</p> <p>B. Type of insurance to be taken by the Recipient's contractors:</p> <ol style="list-style-type: none"> 1. Public liability insurance for not less than \$10 million for each and every claim; 2. Professional indemnity insurance for not less than \$5 million per claim and in the aggregate, in a year; 3. Contract works insurance for the full replacement of the capital works the contractor is engaged by the Recipient to perform.
6.	Preconditions	Clause 1.1, Clause 4	<ol style="list-style-type: none"> 4. Execution of this Deed by both Parties. 5. Approval by Queensland Treasury of the Recipient's business case.

7.	Precondition Date	Clause 1.1, Clause 4	On or before 18 February 2012
8.	Site	Clause 1.1, clause 4.1(c)	Lot 658 on Crown Plan SL 12298, County of Stanley, Parish of Yeerongpilly, Title Reference 50809734 which is described in the Approved Business Case and is located at: 146-178 Kingston Road, Slacks Creek 4127.
9.	Standards	Clause 1.1	<ol style="list-style-type: none"> Any applicable or relevant Racing Queensland Limited (control body), or Queensland Government policies or guidelines notified to the Recipient; All applicable laws, regulations, by-laws, codes and standards relevant to racing venues and workplaces, including: <ol style="list-style-type: none"> the <i>Racing Act 2002</i> (Qld) and regulations or statutory instruments made under it; Building Code of Australia, relevant State and Local Building requirements (e.g. <i>Building Act 1975</i> (Qld), <i>Queensland Development Code</i>); licensing requirements for any persons performing or supervising building or landscaping work; Occupational Health & Safety standards and legislation.
10.	Excess Program Funds (return date)	Clause 1.1 and Clause 4.2	<p>Instalment 1 – within 60 days after the date of practical completion of works as outlined in the Approved Business Case</p> <p>Instalment 2 – On or before 60 days after the Expiry Date.</p>
11.	Minimum notice period	Clause 11.5	60 days
12.	Licence to Intellectual Property	Clause 9.7	The Party who is the IP owner of material created under this Deed (see clause 9.7(a) and (b)) grants to the other Party a non transferable, irrevocable, royalty free, non-exclusive licence to use, reproduce and adapt material and intellectual property referred to in clause 9.7 for the purposes of this Deed and the other Party's own internal, non-commercial use
13.	Department contact details for notices	Clause 14.7	<p>Principal Compliance Officer, Office of Racing (currently Pat Zuj, as at Commencement Date)</p> <p>Department of Employment, Economic Development and Innovation,</p> <p>Level 15, 111 George Street, Brisbane</p> <p>GPO Box 46 Brisbane 4001</p> <p>Telephone: 07 3234 1419</p> <p>Facsimile: 07 3234 1411</p> <p>E-mail: pat.zuj@racing.qld.gov.au</p>
14.	Recipient contact details	Clause 14.7	<p>Project Director, Racing Queensland (Mark Snowden)</p> <p>Racecourse Road, Deagon</p>

FUNDING DEED

	for notices		PO Box 63 Sandgate Qld 4017 Telephone: 07 3869 9402 Facsimile: 07 3269 8978 E-mail: msnowden@racingqueensland.com.au
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Schedule 2 – Reports and acquittals for instalment 1 - funding of \$1,379,222

Report	Description of Report	Due Date
Quarterly progress summary Reports	<ul style="list-style-type: none"> ▪ Detailing the Program Funds spent, the parts of the Program on which the Program Funds have been spent and the balance of Program Funds remaining ▪ These reports must evidence progress towards completion of the Program (including construction and works) in compliance with timeframes in the Approved Business Case ▪ Form/format to be advised by Department 	Within 7 days of expiry of each 3 calendar monthly period for the duration of the Term, (the first of such 3 monthly periods starting on Commencement Date)
Annual Report	The Recipient's annual report, which must include details and information on the progress, operation of the Program and expenditure of Program Funds	Promptly upon the annual report becoming available
Final Report and acquittal of Program Funds	<ul style="list-style-type: none"> ▪ Detailing the total Program Funds spent, the parts of the Program on which the Program Funds have been spent and the balance of Program Funds remaining (if any) ▪ Form/format to be advised by Department 	Within 60 days after: (a) the date of practical completion of the works outlined in the Approved Business Case; or (b) the Expiry Date; or (c) date of termination, whichever occurs the earliest

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Schedule 2 – Reports and acquittals for Instalment 2 - funding of \$22,124,693

Report	Description of Report	Due Date
Quarterly progress summary Reports	<ul style="list-style-type: none"> ▪ Detailing the Program Funds spent, the parts of the Program on which the Program Funds have been spent and the balance of Program Funds remaining ▪ These reports must evidence progress towards completion of the Program (including construction and works) in compliance with timeframes in the Approved Business Case ▪ Form/format to be advised by Department 	Within 7 days of expiry of each 3 calendar monthly period for the duration of the Term, (the first of such 3 monthly periods starting on Commencement Date)
Annual Report	The Recipient's annual report, which must include details and information on the progress, operation of the Program and expenditure of Program Funds	Promptly upon the annual report becoming available
Final Report and acquittal of Program Funds	<ul style="list-style-type: none"> ▪ Detailing the total Program Funds spent, the parts of the Program on which the Program Funds have been spent and the balance of Program Funds remaining (if any) ▪ Form/format to be advised by Department 	Within 60 days after: <ul style="list-style-type: none"> (a) the date of practical completion of the works as outlined in the Approved Business Case; or (b) the Expiry Date; or (c) date of termination, whichever occurs the earliest

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Schedule 3 – Milestones and Payments – Instalment 1 funding of \$1,379,222

Milestone number	Milestone Description and performance criteria	Milestone payment	Milestone due date
1.	Signature by both Parties of this Deed, satisfaction of all Preconditions and receipt by the Department of a correctly rendered invoice	\$1,379,222	Upon the date the Department receives a fully signed original of this Deed (signed by both the Department and Recipient)
2.	Receipt of quarterly report/s required in Schedule 2	\$0	Within 7 days of expiry of each 3 calendar monthly period of the duration of this Deed, starting on the Commencement Date
3.	Receipt of annual report/s required in Schedule 2	\$0	Within 14 days of expiry of each financial year of the Term
4.	Receipt of final report/s required in Schedule 2	\$0	Within 60 days after: (a) the date of practical completion of the works as outlined in the Approved Business Case; or (b) the Expiry Date; or (c) date of termination, whichever occurs the earliest

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Schedule 3 – Milestones and Payments – Instalment 2 funding of \$22,124,693

Milestone number	Milestone Description and performance criteria	Milestone payment	Milestone due date
1.	Signature by both parties of this Deed, satisfaction of all Preconditions and receipt by the Department of a correctly rendered invoice and written advice to the Department that all Local Government and other approvals necessary to commence the works as outlined in the Approved Business Case have been obtained.	\$22,124,693	Within 30 days of receipt of correctly rendered invoice and the written advice to the Department.
2.	Receipt of quarterly report/s required in Schedule 2	\$0	Within 7 days of expiry of each 3 calendar monthly period of the duration of this Deed, starting on the Commencement Date
3.	Receipt of annual report/s required in Schedule 2	\$0	Within 14 days of expiry of each financial year of the Term
4.	Receipt of final report/s required in Schedule 2	\$0	Within 60 days after: (a) the date of practical completion of the works as outlined in the Approved Business Case; or (b) the Expiry Date; or (c) date of termination, whichever occurs the earliest

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Annexure A – Approved Business Case

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INDUSTRY INFRASTRUCTURE PLAN

Business Case for Cronulla Park, Logan

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Details

Author: M. Snowdon

Date: 6 February, 2012

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- Appendix K - Site Management Plan
- Appendix L - Remediation Action Plan
- Appendix M - Racing Queensland Limited, Operational Statement
- Appendix N - Logan City Council Decision Notice
- Appendix O - Logan City Council Approved Conditions
- Appendix P - Approved Plans

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1. BACKGROUND

It is proposed to construct a new, stand-alone greyhound racing venue at Cronulla Park which is situated at 146 – 178 Kingston Road, Slacks Creek. The site consists of an area of 10.24 ha.

The greyhound racing venue at Parklands, Gold Coast was closed in 2008 as the land was required by the Queensland Government (the Government) for the construction of the Gold Coast University Hospital. The Government offered the then greyhound control body, Greyhounds Queensland Limited, the sum of \$10M as compensation for vacating the Parklands venue on the condition that it is used for the construction of a new greyhound racing facility in South-east Queensland.

The Cronulla Park site is owned by the State of Queensland (represented by the Department of Employment, Economic Development and Innovation) and is currently zoned public open space. In anticipation of the establishment of the facility at Cronulla Park the Government has previously agreed to transfer, at no cost, the site to the control body responsible for greyhound code on the condition it be used to establish a new greyhound racing facility. Racing Queensland has been advised that the transfer of the land by private treaty, at no cost, has been endorsed by the Government Property Management Committee.

The closure of the greyhound racing venue at Parklands has resulted in the greyhound code having extremely limited racing facilities in South-east Queensland. The only other TAB greyhound racing facility is located within the Albion Park racing precinct however, the design of this facility is less than optimal as the greyhound track is situated inside the harness racing track. This arrangement has proved problematic over time, for example:

- Access to the greyhound track is only achieved by crossing the harness track;
- Access is not possible during harness training, trials and races;
- Poor race view is provided to on-course attendees; and
- Restrictions on race vision coverage of TAB races.

Subsequent to the amalgamation of the previous three separate racing control bodies to form Racing Queensland Limited (Racing Queensland) on 1 July 2010, Racing Queensland reviewed the work undertaken by the previous greyhound control body and determined that a dual purpose harness and greyhound venue at Deagon would be a more viable option than the establishment of a facility at Cronulla Park.

However, due to opposition from the Brisbane City Council to the proposed development of a harness and greyhound racing venue at Deagon, ongoing litigation concerning the proposed sale of the Albion Park venue, the urgent need to provide a 'one and two turn' track and strong stakeholder support for the retention of a stand-alone greyhound facility at Logan, Racing Queensland has decided that the construction of a greyhound racing venue at Cronulla Park is in the best interests of the greyhound code and the wider racing industry.

2. RATIONALE AND DEVELOPMENT OVERVIEW

In Brisbane, TAB greyhound racing is only conducted at Albion Park on a race track that is located inside the harness track. This arrangement is far from optimal and has proved problematic over time because:

- Access to the greyhound track is only able to be achieved by crossing the harness track;
- Access is not possible during harness training, trials and races;
- Poor race view is provided to on-course attendees; and
- Restrictions on race vision coverage of TAB races.

The former control body, Greyhounds Queensland Limited, intended to establish a stand alone greyhound racing and training venue at Cronulla Park as a replacement for the Albion Park and Parklands venues. Cronulla Park was considered an ideal location for a new facility as it is located between Brisbane and the Gold Coast and has the strong support of greyhound stakeholders.

Greyhounds Queensland Limited lodged an application with the Logan City Council for approval to build a greyhound racing venue and associated facilities at Cronulla Park. Subsequent to the amalgamation of the three former control bodies, Racing Queensland completed the application and approval for the development was granted by the Logan City Council and is current for 4 years from February 2011.

While Racing Queensland, determined that a dual purpose harness and greyhound venue at Deagon would be a more viable option than a 'stand alone' greyhound venue, this decision was reached when there was no legal action preventing the sale of Albion Park. Also, in view of the opposition from the Brisbane City Council to the redevelopment of the Deagon facility into a harness and greyhound racing venue, it is unlikely that such a development could be undertaken in the short to medium term. Accordingly, after consultation with stakeholders, Racing Queensland has decided that the only viable way forward in developing the necessary greyhound infrastructure in South-east Queensland is to establish a greyhound racing venue at Cronulla Park.

The Cronulla Park site is currently zoned public open space and is owned by the State of Queensland (represented by the Department of Employment, Economic Development and Innovation). The Government has previously agreed to transfer the site to the control body responsible for greyhound code, at no cost, on the condition it be used to establish a new greyhound racing facility.

The Cronulla Park site was previously used as a general purpose refuse (dump), and has had a capping layer installed over the site. There is no built form or significant improvements on the site other than the fencing of the property to Compton and Kingston Roads and the creation of internal sealed pathways across the site from Kingston Road.

The development of the greyhound facility has the strong support of the Logan City Council and the necessary approvals to facilitate this have been obtained from the Logan City Council and relevant state government authorities.

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3. FACILITY ISSUES

The primary issues regarding the development of greyhound racing facilities at Cronulla Park are:

- The greyhound racing facilities at Parklands were closed in 2008 to allow for the construction of the Gold Coast University Hospital.
- The existing Albion Park facility does not suit the needs of the code as the greyhound track is located inside the harness track. This is a major impediment to the ongoing conduct of greyhound racing as:
 - Access to the greyhound track is only able to be achieved by crossing the harness track;
 - Access is not possible during harness training, trials and races;
 - Poor race view is provided to on-course attendees; and
 - Restrictions on race vision coverage of TAB races.
- The proposed development of the Deagon training facility into a harness and greyhound facility is unlikely to be approved by the Brisbane City Council.
- The greyhound code is in urgent need of a TAB quality racing and training facility.

After reconsideration of the Cronulla Park option and extensive consultation with stakeholders, Racing Queensland has determined that the construction of a greyhound racing venue at Cronulla Park is in the best interests of the greyhound code and wider racing industry.

4. STAKEHOLDER MANAGEMENT

As Albion Park will be maintained as a greyhound racing and training facility until the new greyhound racing venue at Cronulla Park has been completed, there will be no impact on greyhound racing and training activities.

To assist stakeholders located on the north-side of Brisbane, once the Cronulla Park racing venue is completed Racing Queensland will continue to maintain the greyhound infrastructure at Albion Park to enable greyhound trailing to continue at the venue. Maintaining trailing at Albion Park will significantly reduce the travel requirements of greyhound stakeholders wishing to utilise these trailing facilities.

Greyhound stakeholders have been seeking access to a 'two turn' track ever since the closure of the Parkland facility and Racing Queensland has specifically included this feature into the proposed development at Cronulla Park.

The Brisbane Greyhound Racing Club that currently operates at the Albion park facility has provided overwhelming support for the development of Cronulla Park and has indicated that it will relocate its operations from Albion Park to the new facility when it is established.

Racing Queensland met with greyhound stakeholders representing the two key industry stakeholder groups, professional greyhound trainers and the Brisbane Greyhound Club on Monday, 23 January 2012. The proposal to develop Cronulla Park was given overwhelming support at this meeting. The support for the development was reinforced when these stakeholders met with the Minister responsible for Racing on Tuesday, 24 January 2012.

SCOPE OF WORKS

The proposed works to be undertaken at Cronulla Park as part of the Industry Infrastructure Plan consists of constructing:

- Main Facility building of 2,400m²
- Kennel Block of 363m²
- Training Kennels of 170m²
- Maintenance Shed of 270m²
- 640m Outer Race Track
- 450m Inner Race Track
- 275m Trialling Track
- Track Lighting
- 163 Space Car Park
- 50 Space Trailer Park

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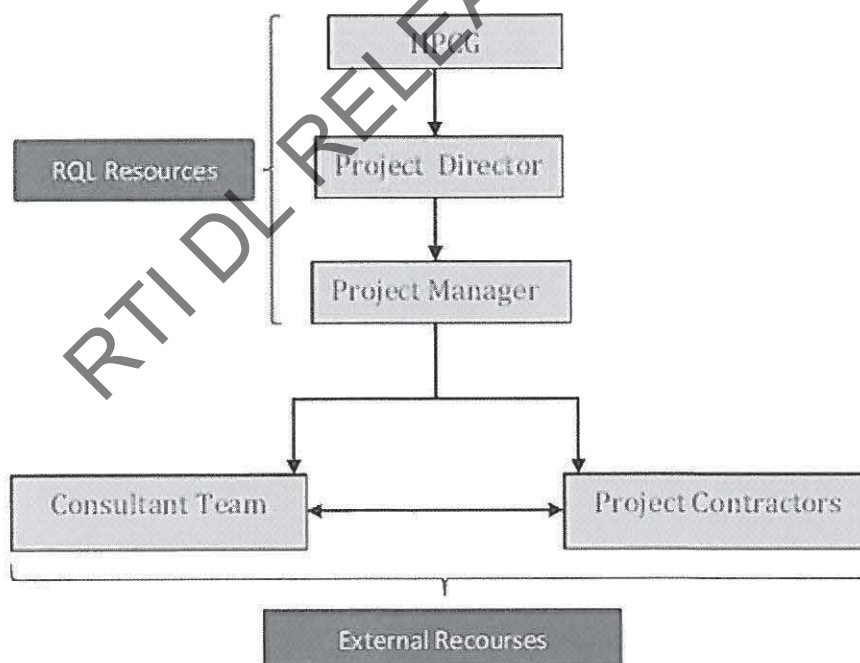
5. PROJECT DELIVERY METHODOLOGY

The methodology to be utilised by Racing Queensland to deliver the Cronulla Park project will be in line with the 'RQL Purchasing Policy – Infrastructure Plan' document. This Purchasing Policy sets out the processes required to be undertaken to ensure the probity and procurement requirements are adhered to. The Purchasing Policy, which applies to all Industry Infrastructure Plan projects, has been created in line with the principles of the Racing Queensland Purchasing Policy and the Queensland Government's State Purchasing Policy.

Within Racing Queensland the responsibility of overseeing the delivery of Industry Infrastructure Plan projects resides with the Industry Infrastructure Plan Control Group. The Project Manager has day to day management of the plan delivery and compliance, and reports to this group through the Project Director. These positions within the project delivery process are Racing Queensland employed resources and ensures independence from the project consultant team Industry Infrastructure Plan and retains overall project control within Racing Queensland.

While the project consultant/s and contractors will interrelate with each other, all project related decision making and approval remain the responsibility of Racing Queensland within the parameters of the approved project business case.

The Following flow chart provides an overview of the flow of responsibility in these roles:



A full copy of the RQL Purchasing Policy, including the recently adopted Addendum for the Infrastructure Plan, has been included as part of this report in **Appendix B**.

6. WORKS DELIVERY PROGRAM

The overall works to the racing and public facilities at Cronulla Park are programmed to be completed over 12 months from receiving approval of this Business Case so that greyhound racing can commence as quickly as possible.

Below is an indicative time line for the Cronulla Park project that details the commencement of planning works in April 2012 and completion of construction in February 2013. Due to the environmental issues associated with the site certain works will be required under the Logan City Council approval conditions which can be undertaken during the detailed design phase of the time line. In anticipation of the successful consideration of this Business case, Racing Queensland has already commenced work on the Civil Consultant briefing process.

A full program containing the timing, resource allocation and actions is included as part of this report in **Appendix C**.

Tracks and Infrastructure

Item	Start Date	Completion Date
Civil Consultant Brief	30-1-12	2-3-12
Civil Consultant Pricing	5-3-12	16-3-12
Civil Consultant Selection	19-3-12	30-3-12
Civil Detailed Design	2-4-12	1-6-12
Civil Tender	4-6-12	29-6-12
Contractor Selection/Site Establishment	2-7-12	13-7-12
Construction	16-7-12	16-11-12
Track Opening		17-11-12

Public and Members Facility

Item	Start Date	Completion Date
Consultant Brief	30-1-12	2-3-12
Consultant Pricing	5-3-12	16-3-12
Consultant Selection	19-3-12	30-3-12
Detailed Design	2-4-12	1-6-12
Civil Tender	4-6-12	29-6-12
Contractor Selection/Site Establishment	2-7-12	13-7-12
Construction	16-7-12	18-2-13
Facility Opening		19-2-13

7. CASH FLOW/BUDGET

The project budget for the required works at Cronulla Park is \$24,000,000. The cost of engaging external consultants who have assisted in the preparation of the business case to date and the council approval, for the project is \$496,085. These funds have been previously claimed by Racing Queensland. Accordingly, the total funding sought for the project in this business case is \$23,503,915.

The cash flow expenditure will be distributed over the next two financial years, namely expenditure of \$1,379,222 in the 2011/12 financial year and \$22,124,693 in the 2012/13 financial year.

The project budget developed by Racing Queensland provides for the total scope of works identified in this business case to be completed and contains a contingency of \$813,815 to allow for any cost increases. The contingency is built into the actual build costs and not shown separately in the cash flow budget. In accordance with the initial Government decision in approving the Industry Infrastructure Plan, any unused funds from the project allocation will be returned to Government. The contingency amount is noted in detail in the cost plan that has been prepared by Rider Levett Bucknall which is attached to this report in **Appendix D**.

The construction costs detailed in the cash flow have been calculated from a detailed analysis of the estimates undertaken by Rider Levett Bucknall. Rider Levett Bucknall are quantity surveyors specialising in the detailed costings of construction. Their reports are based on up to date market information and provide an independent assessment of costs associated with this project.

A risk assessment of this project has been undertaken by Racing Queensland and these risks, and associated treatment strategies are detailed in the Risk Assessment section of this report.

A full cash flow for the project has been provided as part of this report and is contained in **Appendix E**.

8. RISK ASSESSMENT

As part of preparing this business case, Racing Queensland has identified and analysed potential risks to the successful delivery of the project and developed treatment strategies and contingency plans to treat the risks identified.

The risks identified for this project are:

- Cost control, escalations and delays;
- Site environmental issues; and
- Titling.

Cost Control, escalations and delays

All projects of this nature are possibly subject to cost increases resulting from the following:

- The demand for labour and materials at the time of tendering;
- Time delays to the program;
- Unexpected complications or delays due to site conditions; and
- Variations to design and construction

The likelihood of these risk factors eventuating will be mitigated through the following actions:

- Detailed design and documentation of the project to reduce the vagaries of design that can potentially lead to variations. The tender packages to be issued to contractors will be comprehensively detailed to limit potential variations. The cost of the detailed design has been allowed for in the project budget.
- Pre-ordering in advance and securing budgeted prices for the supply of materials. Whilst the project expenditure is being kept at a minimum until such time as the business case has been approved, the project team has been sourcing and securing advanced orders of sand and turf at budgeted prices to eliminate future potential time delays and cost increases.
- Reasonable contingency allowances in the project budget. The budget contains a contingency of \$813,815 which is a reasonable contingency for a project of this nature. The construction industry utilises a contingency percentage of 3% to 5% of total construction costs as a standard allowance for smaller projects. The contingency for this project represents 4.22% of total construction costs. This contingency will also be used for any cost escalation during the course of the project. Any unused funds will be returned to Government in accordance with normal procedures.

- The potential risk related to project delays is negligible as the greyhound code will continue to train and race in current facilities until such time the Cronulla Park venue is completed. At this stage, completion is estimated for February 2013 as per the program of works.

Site Environmental Issues

The site has previously been used as a general purpose refuse (dump) and has had a capping layer installed over the site to seal the site. There are no built form, or significant improvements, on the site other than the fencing of the property to Compton and Kingston Roads and the creation of internal sealed pathways across the site from Kingston Road.

The site includes a number of gas monitoring devices which are used to provide readings of the type and amount of gas being released by the decomposing landfill. Council has agreed to the proposal of either modifying or repositioning these vents to be more visually aesthetic having regard to the proposed overall site layout. Details of this proposal are included in the Remediation Action Plan (**RAP**).

An investigation of Cronulla Park was undertaken to establish whether the site's current condition poses an unacceptable risk to human health and/or the receiving environment, and subsequently, whether remediation will be required for the redevelopment of the site as a greyhound racing facility. The investigation confirmed that a capping layer has been installed over most of the site, however an engineered liner was not found. While elevated concentrations of inorganic and organic contaminants have been found in groundwater these are unlikely to pose an unacceptable risk to off-site ground and surface water receptors.

Long term landfill gas monitoring undertaken by Logan City Council indicates that landfill gas is unlikely to pose an unacceptable risk to off-site receptors. However elevated concentrations of methane and vapours have been detected beneath the capping layer which poses a risk to future site users. The key remedial measures required to address and treat this risk include:

- building up the surface capping layer in the eastern embankment area of the site;
- the inclusion of gas escape protection measures in future buildings; and
- maintaining the integrity of the surface capping layer through the appropriate redevelopment methods.

The site is listed on the Environmental Management Register for the notifiable activity Landfill. The Department of Environmental and Resource Management (**DERM**) has advised that the site was not managed under a Site Management Plan (**SMP**). The site is not listed on the Contaminated Land Register.

As part of the approval process for the development of a greyhound racing venue on the site, the necessary approvals have been obtained from the Logan City Council and relevant

State government authorities such as the DERM. In order to achieve these approvals appropriate plans have been formulated, submitted and approved by the relevant authorities that address the environmental issues. A Site Management Plan and a Remediation Action Plan have been developed to deal with all relevant environmental issues so that the site may be developed as intended.

These plans and reports are attached to this business case in the following appendixes:

- | | | |
|---|---|-------------------|
| • Contaminated Land Permit | - | Appendix F |
| • DERM Concurrence Agency Response | - | Appendix G |
| • DERM SMP Approval | - | Appendix H |
| • Third Party Reviewer Certification Report | - | Appendix I |
| • Vegetation Clearing Development Permit | - | Appendix J |
| • Site Management Plan | - | Appendix K |
| • Remediation Action Plan | - | Appendix L |

Titling

This is considered extremely low risk. The State of Queensland, represented by the Department of Employment, Economic Development and Innovation, currently owns the Cronulla Park site

The Queensland Government has confirmed that it will transfer title of the Cronulla Park site to Racing Queensland on the condition that the site is used for the development of a greyhound racing venue. Subject to the approval of this Business Case, Racing Queensland will apply for the relevant parcel of land to be transferred.

10. DETAILED FINANCIAL AND ECONOMIC ANALYSIS

It should be noted that Racing Queensland does, and every racing control body ever responsible for racing in Queensland has, subsidised the costs of racing at every race club in Queensland. Racing Queensland takes this responsibility seriously and has demonstrated that it has the necessary financial resources to continue to fund the operation of race clubs Queensland-wide in accordance with the functions imposed under the *Racing Act 2002* (Qld).

These annual subsidies range in value depending upon the size and frequency of operation of the relevant Club. This fact is well known to the Queensland Government and the need for this subsidisation of racing has been clearly recognised by Parliament through the passing of the *Racing Act 2002* (Qld) which specifically gives Racing Queensland the responsibility and powers to effect this subsidisation.

The provision of funding for the Cronulla Park project under the Industry Infrastructure Plan by the State Government will result in a cash 'out flow' from the government without any direct cash 'in flow' to the government.

The funding is to provide a highly needed facility for the greyhound code that will result in the long term indirect benefit to the government through the following:

- The investment will allow the code to significantly reduce the ongoing high cost of the existing facilities with the provision of new and more economic infrastructure.
- The investment will allow a much higher level of patron involvement in the greyhound code due to the new facilities, which will be reflected with a higher level of wagering turnover.
- The project will deliver economic benefits during its delivery phase by way of the following:

Pre-Commencement of Construction:

- Project Manager – 1 FTE for four months
- Engineering Consultant – 1 FTE for four months
- Surveyors, Architect, Geotech, Racing, Town Planning, Environmental, Landscaping, Electrical, Building, Hydraulics, Fire, ACHA Consultants – 8 FTEs for four months

Construction Period:

- Project Manager – 1 FTE for six months
- Engineering Consultants - 3 FTEs for six months

- Surveyors, Architect, Racing, Environmental, Landscaping, Electrical, Building, Hydraulics, Consultants – 6 FTEs for six months
- Civil Contractor - 10 FTEs for six months
- Building Contractor – 8 FTEs for 10 months
- Materials Supplies/Delivery/Transport - 15 part -time staff for 10 months
- Manufacture of materials (sand/gravel extraction, turf growing, concrete pipes etc.) - 20 FTEs (estimated) for 10 months

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11.FINANCIAL VIABILITY

The greyhound racing code in South-east Queensland is in urgent need of a new TAB standard racing facility. The proposed development on this site will deliver the premier greyhound racing facility in Queensland, if not Australia. The proposed location at Cronulla Park is situated in an area of South-east Queensland that has strong ties with the greyhound code and is easily accessible from the primary code catchment areas located south of Brisbane.

Financial Viability

To ensure a holistic overview of the profit and loss forecasts for the Cronulla Park racing venue, the Operational Statement provided has been consolidated and does not reflect defined areas of responsibility throughout the facility.

The assumptions used in preparing the financial assessment have been developed in consultation with the Brisbane Greyhound Racing Club, based on their experience in conducting a long-standing greyhound racing club business. The assumptions included within the business case are extremely conservative and rationale for key areas of forecast revenue and expenditure have been provided.

As Cronulla Park will be a new greyhound racing venue, Racing Queensland has based the Operational Statement (**Appendix M**) on the last two years of historical results from the Ipswich Greyhound Racing Club and the Brisbane Greyhound Racing Club, and independent sources.

Racing Queensland has developed the assumptions for Cronulla Park in consultation with the Brisbane Greyhound Racing Club and has also compared the Cronulla Park model with other Greyhound facilities such as the Western Australian Greyhound Premier track, Cannington and the Geelong Greyhounds Club.

Racing Queensland has full access to all greyhound club Annual Financial Results and has analysed these results to assist in preparing the key assumptions detailed below and in the Operational Statement.

Projected attendance, membership numbers and non-racing related revenues have been generated from advice provided by the Brisbane Greyhound Racing Club and Ipswich Greyhound Racing Club, local and interstate greyhound industry experts.

Regardless of the on-the-ground strategies and practices implemented by individual race clubs, it should be noted that no TAB race club in Queensland is financially viable without

financial support being provided from Racing Queensland. Cronulla Park is not expected to be any different. This is not an unusual situation and reflects the operating structure of the racing industry, Australia-wide. Accordingly, Racing Queensland will continue to provide an operational subsidy (prize money and administration costs) to the greyhound racing club at Cronulla Park for the conduct of race meetings.

Whilst the production of racing product at Cronulla Park will have to be supported by Racing Queensland, it is anticipated that in the future, additional revenue streams can be generated from other activities such as non-race day functions to ultimately develop race club operations that will be self-sustaining.

It is envisaged that the facility will record a deficit for the first three years of operation with it recording a surplus after four years of operation. It should be noted that the facility will have an EBITDA or operating profit after year two and cash flow positive from this point on.

Key assumptions for the combined facility:-

1. Track upgrades start 16 July 2012 with Track upgrade fully complete 17 November 2012. Public and Members facilities start 16 July 2012 with completion and grand opening of the facility 19 February 2013.
2. FY13 – 4 months operation EBITDA Deficit of \$55K and Operating Deficit of \$255K
3. FY14 – EBITDA Surplus of \$36K and Operating Deficit of \$401K
4. FY14 – Extraordinary Item in the Grant to the Facility of \$24M
5. FY15 - EBITDA Surplus of \$245K and Operating Deficit of \$183K
6. FY16 - EBITDA Surplus of \$354K and Operating Deficit of \$66K
7. FY17 – EBITDA Surplus of \$454K and Operating Surplus of \$43K
8. FY18 – EBITDA Surplus of \$574K and Operating Surplus of \$173K
9. FY19 – EBITDA Surplus of \$629K and Operating Surplus of \$238K
10. FY20 – EBITDA Surplus of \$657K and Operating Surplus of \$276K
11. There is a high annual depreciation charge of approximately \$600K per annum due to the significant investment of \$24M
12. Five meetings will be conducted each week, 1 feature meeting and 4 normal meetings.

13. In the first full year of operation, attendance figures are expected to average 125 at normal meetings and 250 at feature meetings due to the location of this facility being in an area of south east Queensland that has strong ties with the greyhound code. It is anticipated that attendance will conservatively grow by 15% per annum in the first 2 years of full operation due to the predicted 2.6% population growth predicted by Logan City Council and a strategic marketing plan aimed at developing the Logan greyhound brand.
14. Due to its location and as Cronulla Park will be the premier greyhound facility in Queensland, it is expected to initially attract in the vicinity of 500 members. With population growth and a targeted membership drive, it is anticipated that membership will increase 25% per annum.
15. Race day bar and catering sales are based upon an average spend per attendee of \$17.50 & \$10 respectively. The averages are based upon greyhound racing venues already in operation.
16. Tote Income is based upon turnover of the Brisbane Greyhound Racing Club and Capalaba Greyhound Racing Club with a return of 4.9%. It is anticipated turnover will increase by 5% per annum due to increased patronage and increased international exposure.
17. Track Fees & Rentals have been calculated on trials for 150 dogs 3 days per week @ \$14 a trial
18. Interest Received is from the funds invested from the sale of land owned by the Brisbane Greyhound Racing Club, which will be sold by the It is anticipated that the land will be sold prior to the opening of the Logan facility. Brisbane Greyhound Racing Club currently holds title of land at 855 Stanley Street and 26-30 Stanley Woolloongabba Queensland 4017 with a realisable value range of \$4m - \$5.5m. As per the Brisbane Greyhound Racing Club's audited FY10/11 financials, the land was valued at \$3.27m. For the purposes of the Operating Statement the land has been sold for the conservative value of \$3.27m with an annual return of 5% per annum. It has been negotiated with the Brisbane Greyhound Club that these funds will eventually be used to further enhance the Logan facility.
19. Non-Race day function income pertains to 3 different revenue streams being a facility rental fee, normal restaurant operations and special functions
20. Expenditure figures have been derived on a variety of basis. The main expenditure items methodology is as follows:-

- a) Advertising/Promotions have been budgeted at \$150K for the 4 months of FY13 and \$250K for FY14 to market the new Logan Greyhounds brand and the after that expenditure will reduce to the levels currently expended by the Brisbane Greyhound Race Club
- b) Bar and Catering expenditure is based upon industry averages
- c) Wages (non-bar and catering) are based upon the Brisbane Greyhound Racing Club's present funding agreement with Racing Queensland.

21. All key assumptions are supported in the facility operating statement

Club Commercial Operations

It is proposed that the Main Facility building will include facilities that can be used by the entertainment and functions market in the Logan district. The proposed development will allow the venue operator to conduct non racing events both concurrently with, and outside, greyhound racing timeslots to generate additional non-raceday revenue. The proposed layout of the venue lends itself to the provision of non raceday facilities and it has been planned to provide flexible function room sizes, ample customer/patron parking, catering flexibility and ease of access.

It is proposed that these non race day events would initially consist of:

- Conference venue – providing modern conference facilities and equipment, natural light and a striking backdrop;
- Wedding facilities – catering for functions from 20 up to 400 guests
- Exhibitions and Trade Shows – purpose built access to display halls and open transit areas.

Similar non-raceday activities have proven highly successful at recently developed interstate venues (e.g. Tabcorp Park, Melton, Victoria).

In addition to being able to generate non raceday income from the conduct of other commercial operations, the proposed facility, as a registered racing venue licensed under the Racing Act 2002 (Qld), will have the capacity to seek approval from racing Queensland to offer betting auditorium services to the local community.

12. STATUTORY APPROVALS

The following Statutory Approvals have been received for the project:

1. Material change of use approval for the development has been finalised with the Logan City Council. The Logan City Council Decision Notice is attached in **Appendix N**. The Approved Conditions are attached in **Appendix O**. The approved plans are attached in **Appendix P**.
2. Operational Works Permit is required for vegetation clearing. The vegetation Development Permit is attached in **Appendix J**.

Further development permits which will be required for the proposed development include:

3. Building Works
4. Plumbing and Drainage Works
5. Operational Works
6. Civil engineering works (stormwater drainage, access, external road works and footpath)
7. Electrical Engineering works
8. Compliance certificates required for landscaping plan and works by private certifier

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13. EQUITY NEGOTIATION

The Queensland Government has agreed to transfer ownership of the Cronulla Park site to Racing Queensland. Accordingly, the proposed Cronulla Park greyhound racing venue will be owned by Racing Queensland and there is no requirement to undertake any equity sharing arrangements with any race club.

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NEXT STEP

Subject to the approval of this business case, Racing Queensland requests:

- the transfer of the land situated at 146 - 178 Kingston Road, Slacks Creek from the State of Queensland to Racing Queensland; and
- payment of an initial instalment of \$1,379,222 from the Racing Industry Capital Development Scheme so that it can commence the detailed planning required to deliver the infrastructure works identified in this business case.

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APPENDIX A

RTI DL RELEASE -NPSR

APPENDIX B

Racing Queensland Limited – Purchasing Policy

RTI DL RELEASE - NPSR

APPENDIX C

Project Program

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APPENDIX D

Rider Levett Bucknall

Basis of Cost Estimate

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APPENDIX E

Cash Flow Budget

RTI DL RELEASE - NPSR

APPENDIX F

Contaminated Land Permit

RTI DL RELEASE - NPSR

APPENDIX G

DERM Concurrence Agency Response

RTI DL RELEASE - NPSR

APPENDIX H

DERM SMP Approval

RTI DL RELEASE - NPSR

APPENDIX I

Third Party Reviewer Certification Report

RTI DL RELEASE - NPSR

APPENDIX J

Vegetation Clearing Development Permit

RTI DL RELEASE - NPSR

APPENDIX K

Site Management Plan

RTI DL RELEASE - NPSR

RTI DL RELEASE - NPSR

APPENDIX L

Remediation Action Plan

APPENDIX M

RQL Operational Statement

RTI DL RELEASE - NPSR

APPENDIX M

Logan City Council Decision Notice

RTI DL RELEASE NPSR

APPENDIX O

Logan City Council Approved Conditions

RTI DL RELEASE - NPSR

APPENDIX P

Approved Plans

RTI DL RELEASE - NPSR

2012-09

Zuj, Pat

From: Robertson, Kaylene
Sent: Thursday, 16 February 2012 3:14 PM
To: Smith, Tristan E
Subject: FW: Racing grant and outstanding payments

Tristan

FYI

Kaylene

-----Original Message-----

From: Emslie, Cameron
Sent: Wednesday, 2 November 2011 3:39 PM
To: Robertson, Kaylene
Subject: FW: Racing grant and outstanding payments

Hi Kaylene,
we have received the funds from Treasury for \$10M.

Cameron Emslie
Manager, Financial Reporting
Finance
Department of Employment, Economic Development and Innovation Level 8, 30 Mary Street,
Brisbane Qld 4000 PO Box 15168, City East Qld 4002
t: +61 7 3239 3238
f: +61 7 3224 2454
e: cameron.emslie@deedi.qld.gov.au
w: www.deedi.qld.gov.au

-----Original Message-----

From: Boaldin, Susana
Sent: Friday, 22 July 2011 8:27 PM
To: Emslie, Cameron
Subject: RE: Racing grant and outstanding payments

Cameron

have a deposit of \$10m received in the DEEDI Acct 1 Controlled (10007512) from T1
15000627925. T1 is treasury from experience.

Nothing in the other DEEDI Accounts.

Thanks

Susana Boaldin
Senior Finance Officer
Finance

Department of Employment, Economic Development and Innovation Level 8, Education
House, 30 Mary Street, Brisbane Qld 4000 PO Box 15168, City East Qld 4002
t: +61 7 3224 6482
f: +61 7 3224 2454
e: susana.boaldin@deedi.qld.gov.au

Business Information Centre 13 25 23
www.deedi.qld.gov.au

-----Original Message-----

From: Emslie, Cameron
Sent: Friday, 22 July 2011 5:30 PM
To: Boaldin, Susana
Subject: FW: Racing grant and outstanding payments

Have we got any money from Treasury?

Cameron Emslie
Manager, Financial Reporting
Finance
Department of Employment, Economic Development and Innovation Level 8, 30 Mary Street,
Brisbane Qld 4000 PO Box 15168, City East Qld 4002
t: +61 7 3239 3238
f: +61 7 3224 2454
e: cameron.emslie@deedi.qld.gov.au
w: www.deedi.qld.gov.au

-----Original Message-----

From: Sands, Debbie
Sent: Friday, 22 July 2011 5:04 PM
To: Emslie, Cameron
Cc: Wong, Joe; Robertson, Kaylene
Subject: Re: Racing grant and outstanding payments

Cameron,
Thanks for this info. Do you know if the \$10M has been receipted in our bank account ?
I can follow up on Monday if you do not know off the top of your head.
Deb

----- Original Message -----

From: Emslie, Cameron
To: Sands, Debbie
Sent: Fri Jul 22 13:25:34 2011
Subject: FW: Racing grant and outstanding payments

Cameron Emslie
Manager, Financial Reporting
Finance
Department of Employment, Economic Development and Innovation Level 8, 30 Mary Street,
Brisbane Qld 4000 PO Box 15168, City East Qld 4002
t: +61 7 3239 3238
f: +61 7 3224 2454
e: cameron.emslie@deedi.qld.gov.au
w: www.deedi.qld.gov.au

-----Original Message-----

From: Middleditch, Susan
Sent: Thursday, 14 July 2011 10:38 AM
To: Camden, Jason
Cc: Emslie, Cameron
Subject: FW: Racing grant and outstanding payments

FYI.

-----Original Message-----

From: Duncan.Anson@treasury.qld.gov.au
[mailto:Duncan.Anson@treasury.qld.gov.au]
Sent: Thursday, 14 July 2011 10:36 AM
To: stewart.saini@treasury.qld.gov.au
Cc: Middleditch, Susan
Subject: Fw: Racing grant and outstanding payments

Stewart - please refer to Susan's email below. Can you please arrange payment of the \$10M to DEEDI.

Regards

Duncan

Duncan Anson
Director, Finance
Corporate Services
Queensland Treasury
Ph: (07) 30353300 (please dial full number)
Mob: 49-Sch4 - Mobile phone
Fax: (07) 30353302

----- Forwarded by Duncan Anson/PS/QTreasury on 14/07/2011 10:33 AM

From: "Middleditch, Susan" <Susan.Middleditch@deedi.qld.gov.au>
To: <Duncan.Anon@treasury.qld.gov.au>
Cc: <John.O'Connell@treasury.qld.gov.au>
Date: 14/07/2011 10:29 AM
Subject: RE: Racing grant and outstanding payments

Hi Duncan,
Thank you for my email, and apologies for the delay in making payments.

Of course, the current issues have been made more difficult due to OLGR moving to JAG. Even though OLGR moved to JAG in February, we have been the 'middle man' since then, with cut-over of financial processing only occurring on 1 July. This means that we have experienced delays in getting approvals to pay from OLGR staff.

My understanding is that \$7.2 million was paid to you yesterday - this should clear all outstanding debt, with the only payment now due being the uninvoiced amounts. We will process these as quickly as we can once we receive them.

I assume you will now be in a position to release the racing grant funds to DEEDI.

From 1 July, I expect that DEEDI would be removed from the transaction and you will invoice JAG directly.

Regards, Susan

-----Original Message-----
From: Duncan.Anon@treasury.qld.gov.au
[mailto:Duncan.Anon@treasury.qld.gov.au]
Sent: Tuesday, 12 July 2011 11:20 AM
To: Middleditch, Susan
Cc: John.O'Connell@treasury.qld.gov.au
Subject: Racing grant and outstanding payments

Good morning Susan,

I'm writing in regard to a number of outstanding payments relating to the Office of Liquor and Gaming (OLGR) and Office of Racing. Following the transfer of OLGR and Racing to DEEDI in March 2009 staff of those offices have remained on Treasury's payroll system and been paid from Treasury's controlled bank account. In 2009 it was agreed that the OLGR and Racing bank balances would not transfer to DEEDI until such time as all the staff were transferred over to DEEDI's payroll system. The arrangement was that Treasury would continue to pay OLGR staff and DEEDI would reimburse Treasury monthly in arrears. Treasury has always segregated those transactions relating to OLGR including any cash.

Over the period DEEDI has continuously failed in its obligation to repay Treasury for OLGR and Racing expenditure in a timely manner and at one stage payments fell eight months behind. The late payment of funds has meant that Treasury has been required to utilise its own funds for the

payment of DEEDI staff, and at one stage this forced the Treasury controlled bank account into an overdraft position. The issue of late payment has been discussed a number of times with finance staff in DEEDI

49-Sch4

Despite the best efforts of my staff to cooperate with the aforementioned, in an attempt to achieve a smooth process, in most cases this has not been reciprocated.

To rectify this issue we had no choice but to withhold Community Investment Fund (CIF) payments to encourage the repayments - which seemed to work for a period of time, however with CIF payments now going to JAG this may no longer be an option.

The reason I raise this issue is in regard to the \$10M conditional grant to Greyhound racing. Questions have been received as to the status of the funds. If Treasury were to pay the \$10M, we would once again be utilising Treasury's funds as DEEDI still owe us approximately \$9M at 30 June 2011 (\$7M has been invoiced to date with the remainder to be invoiced in July).

We are therefore not in a position to release the funds to DEEDI.

I have attached a summary of outstanding payments.

(See attached file: Outstanding DEEDI invs 300611 .xls)

Your assistance in ensuring those payments are made in a timely manner, so that in turn Treasury can pay DEEDI the \$10M for Greyhound racing, would be greatly appreciated,.

Regards

Duncan

Duncan Anson
Chief Financial Officer
Queensland Treasury
Ph: (07) 30353300 (please dial full number)
Mob: 49-Sch4 - Mobile phone
Fax: (07) 30353302

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Zuj, Pat

From: Zuj, Pat
Sent: Thursday, 16 February 2012 2:51 PM
To: 'CPL Accounts Payable'
Cc: Miller, Carole; 'Alexander, Sarah'; Smith, Tristan E
Subject: URGENT - Expenditure Voucher for Racing Queensland Limited

Importance: High

Attachments: 20120216144220250.pdf



2012021614422025
 0.pdf (2 MB)

Please find attached an URGENT expenditure voucher which needs to be processed ASAP for Racing Queensland Limited re Logan Racecourse.

The CBRC decision and Treasury approval is attached which gives authority for this payment to be processed.

If you require any additional information please don't hesitate to give me a call or contact our Finance Manager, Tristan Smith on Ext 75575.

Regards

Pat Zuj
 Principal Compliance Officer

Office of Racing
 Department of Employment, Economic Development & Innovation Level 15, 111 George Street, Brisbane, City East, Qld 4002
 p: +61 7 3234 1419
 e: pat.zuj@racing.qld.gov.au

-----Original Message-----

From: 1014774@deedi.qld.gov.au [mailto:1014774@deedi.qld.gov.au]
 Sent: Thursday, 16 February 2012 2:42 PM
 To: Zuj, Pat
 Subject:

This E-mail was sent from "1014774" (Aficio MP C4500).

Scan Date: 16.02.2012 14:42:20 (+1000)
 Queries to: 1014774@deedi.qld.gov.au

Tracking:	Recipient	Delivery	Read
	'CPL Accounts Payable'		
	Miller, Carole	Delivered: 16/02/2012 2:51 PM	Read: 16/02/2012 3:10 PM
	'Alexander, Sarah'		
	Smith, Tristan E	Delivered: 16/02/2012 2:51 PM	Read: 16/02/2012 2:52 PM

Direct Invoice Voucher

Company Code **0003**

Manual Cheque Details (where applicable)	Cheque Number	Date of Cheque
		/ /

Part A - Vendor Information

Vendor Name and Address

Racing Queensland Limited

PO Box 63, Sandgate Qld 4017

Particulars of Claim Note: Original Tax Invoice MUST be attached where applicable

Racing Industry Capital Development Scheme - Redevelopment of Logan - 1st instalment

Description (This description appears on your financial reports - maximum of 50 characters)

RICDS - Redevelopment of Logan Racecourse - 1st instalment

Part B - General Ledger Information

Line	Price (incl GST)	SAP Tax Code	GL Account Code	WBS Element/Internal Order/Cost Centre
0001	1517144.20	PG	542202	3107342
0002				
0003				
0004				
0005				
0006				
Total	\$1,517,144.20	For Credit Notes Place "C" here ☐		

Part C - Certifications

Claimant:

I certify that the amount detailed above is due and payable to me for goods supplied, services rendered or works constructed as indicated on this form.

Signature

Date

49-Sch4 - Signature

16/02/12

Preparation Certificate:

I certify that the necessary checks have been made to ensure that:

- all GL Account, WBS Element/Internal Order/Cost Centre & SAP Tax codes are correct - the total is arithmetically correct
- goods and services are for official purposes and are received
- amount computed from approved rates where applicable
- the invoice has not been previously paid

Name

Signature

Date

Contact Number

Carol Perrett

49-Sch4 - Signature

16/2/12

323 41408

Expenditure Approval:

I approve this expenditure from the codes shown above

Name

Position Title

Financial Delegation Level

As per attached Treasury Approval

Signature

Date

/ /

CorporateLink Use Only

Vendor Number

Invoice Date

Invoice Number

Vendor Terms

Remittance Advice Text

SAP Document Number

Document Type

TAX INVOICE

Sales Invoice SI/006422
Date 14/02/2012



OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT
DEVELOPMENT & INNOVATION
G P O BOX 46
BRISBANE QLD 4001

Customer Name OFFICE OF RACING
Customer Code DZOFFI

Racing Queensland Ltd
Racecourse Road
Deagon QLD 4017
A.B.N. 52 142 786 874
PO Box 63 Sandgate QLD
T 07 3869 9777
F 073269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Item Code	Description	Unit Price	QTY	Amount	GST	Sales Total
-	Sales Item Racing Industry Capital Development Scheme	0.00	1.00	0.00	0.00	0.00
-	Sales Item 1st Installment - Logan	1,379,222.00	1.00	1,379,222.00	137,922.20	1,517,144.20

Total on This Page	1,379,222.00	137,922.20	1,517,144.20
Total Brought Forward from Previous Page	0.00	0.00	0.00
Total For Invoice	1,379,222.00	137,922.20	1,517,144.20

OFFICE OF RACING
Customer Code DZOFFI

Payment Slip

Sales Invoice SI/006422
Date 14/02/2012
Amount Due 1,517,144.20

If paying by cheque, please make payable to:

Racing Queensland Ltd
PO Box 63
Sandgate, QLD 4017

Cardholder

Please

☐ VISA

☐ MasterCard

Amount Enclosed / Credit Card authorised payment

- - -

For Direct Deposit

Bank: NAB
Account: Racing Queensland Ltd
BSB: 084-004
Account No. 173211930
Reference: SI/006422

Expiry

-

Signature

Page: 1/1

Pages 94 through 95 redacted for the following reasons:

Sch3(2) Cabinet information after commencement

Advisor	OK
Dated / /	
Approved / Not Approved	
Further information required	
Minister	
Dated / /	

To:

Rob Setter, Associate Director-
General, Science, Agriculture,
Food and Regional Services

Copy:

Mark Bermingham,
Acting Director-General,
Department of Employment,
Economic Development and
Innovation

49-Sch4 - Signature

From:

Mike Kelly, Executive Director,
Office of Racing

Endorsed:

Mike Kelly, Executive Director,
Office of Racing

16 February 2012

Execution of Funding Deeds – Racing Industry Capital Development Scheme funding

Summary/Recommendation

1. That you sign the attached four funding deeds and the duplicate copy of each, between the State (represented by DEEDI) and Racing Queensland Limited (**Attachment 1**).
2. The funding provided under the attached funding deeds is from the Racing Industry Capital Development Scheme (RICDS) and will be used for infrastructure upgrades to racecourses located at Beaudesert, Cairns and Rockhampton, and the development of a new greyhound racing facility at Logan.
3. Under Schedule 5 – Grants and Subsidies of DEEDI's Financial Delegations and Authorisations, you are authorised to execute agreements under the RICDS. *✓ noted*

Timing

4. It is proposed to transfer the funding by 17 February 2012.

Background

5.

Sch3(2) Cabinet information after commencement

6. On 27 January 2012, Racing Queensland submitted a further revised IIP which was approved by government on 30 January 2012.

7.

Sch3(2) Cabinet information after commencement

8. Business cases for the above projects have been submitted and accepted by the Treasurer (see **Attachment 2**).
9. The attached funding deeds have been executed by Racing Queensland and provide for the immediate payment of \$6,807,359.64 (GST incl) to Racing Queensland for:
 - Beaudesert -\$4,344,215.44;
 - Cairns - \$825,000;
 - Rockhampton - \$121,000; and
 - Logan - \$1,517,144.20.
10. The above funding represents the first instalment for each project and it is anticipated Racing Queensland will request the second instalments in the 2012-13 financial year.
11. The funding is available within the Office of Racing budget.

Attachments

12. Attachment 1 - Funding Deeds between the State (as represented by DEEDI) and Racing Queensland.
13. Attachment 2 - Business case approvals from the Treasurer.

Clearance

1. Crown Law drafted the funding deeds.

Author

Mike Kelly, Executive Director, Office of Racing

19-Sch4 - Signature

16/2/12

Action Officer: Roger Wilesmith, Principal Compliance Officer
Tel: 323 41404

☐ Approved ☐ Not approved ☐ Noted	Comments
Rob Setter Associate Director-General Science, Agriculture, Food and Regional Services / /	

RTI DL RELEASE - NPSR



Hon Andrew Fraser MP
Member for Mount Coot-tha



Queensland
Government

Deputy Premier and Treasurer
Minister for State Development
and Trade

TRX-18459

The Honourable Tim Mulherin MP
Minister for Agriculture, Food and Regional Economies
GPO Box 46
BRISBANE QLD 4001

Tim,

I refer to recent correspondence between the Department of Employment, Economic Development and Innovation, Racing Queensland Limited (RQL), and Treasury Department (Treasury) regarding business cases for proposed capital works under the Industry Infrastructure Plan (IIP), and recent correspondence to you from the Chairman of RQL.

I have been informed that Treasury considers there are outstanding issues in the business cases so far received, being for capital works at Beaudesert, Cairns, Rockhampton and Logan. The business cases disclose reasonable information regarding the proposed upgrades and construction, however the business cases demonstrate that the ongoing viability of the facilities is dependent on continuing increased support from RQL. I understand that operational deficits for individual racecourses are likely to be a feature of the majority, if not all, of future business cases. The ability of RQL to provide this support in the long term is not explicitly evident in each business case.

I acknowledge that providing financial support for racing clubs is a prime function of RQL in its capacity as a racing control body. In particular I note the financial assurance provided on 14 February by RQL, which addresses the need to provide adequate financial backing to the upgraded and new facilities, for which RQL is seeking funding from the Racing Industry Capital Development Scheme. On this basis, I am prepared to approve the release of funds for the capital works at Beaudesert, Cairns, Rockhampton and Logan.

Level 9 Executive Building
100 George Street Brisbane
GPO Box 611 Brisbane
Queensland 4001 Australia
Telephone +61 7 3224 6900
Facsimile +61 7 3229 0642
Email deputypremierandtreasurer@qld.gov.au
ABN 65 959 415 158

The assurance should have a clear basis of justification. You may care to consider whether it would be prudent to set aside a portion of wagering revenue to use as a buffer for increased operating deficits in the event that betting distributions decline in the near future, for various reasons including the level of popularity and success of the racing industry, and emerging changes to gaming and betting infrastructure and service providers. This could be reviewed annually based on an assessment of RQL's ability to continue funding the operating deficits, and an improved understanding of the operating position of the improved facilities.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Andrew Fraser', written in a cursive style.

ANDREW FRASER

RTI DL RELEASE - NPSR

Page 101 redacted for the following reason:

Sch3(7) LPP

2012-12

Miller, Carole

From: Adam Carter [acarter@racingqueensland.com.au]
Sent: Monday, 20 February 2012 10:54 AM
To: Zuj, Pat
Cc: Jeffrey Zeppa; Miller, Carole
Subject: RE: Remittance advice for Logan, Beaudesert, Cairns & Rockhampton

Pat,

I can confirm that these funds have been received today and are in the RQL bank account.

Project	Including GST
Rockhampton	\$121,000
Cairns	\$825,000
Beaudesert	\$4,344,215-44
Logan	\$1,517,144-20
Total Received	\$6,807,359-64

Thank you

Regards

Adam Carter

Chief Financial Officer



P.O. Box 63, Sandgate QLD 4017

P +61 7 3869 9702

F +61 7 3269 9304

M 09-Sch4 - Mobile phone

E acarter@racingqueensland.com.auW www.racingqueensland.com.au

From: Zuj, Pat [mailto:Pat.Zuj@racing.qld.gov.au]

Sent: Monday, 20 February 2012 10:32 AM

To: Adam Carter

Cc: Jeffrey Zeppa; Miller, Carole

Subject: RE: Remittance advice for Logan, Beaudesert, Cairns & Rockhampton

Hi Adam

Can you confirm whether the funds have come through?

Many thanks.

Regards

Pat Zuj

Principal Compliance Officer

Office of Racing

Department of Employment, Economic Development & Innovation

Level 15, 111 George Street, Brisbane, City East, Qld 4002

p: +61 7 3234 1419

e: pat.zuj@racing.qld.gov.au

From: Adam Carter [<mailto:acarter@racingqueensland.com.au>]
Sent: Friday, 17 February 2012 11:34 AM
To: Miller, Carole
Cc: Zuj, Pat
Subject: RE: Remittance advice for Logan, Beaudesert, Cairns & Rockhampton

Carole,

The remittance advice has come through but no funds yet.

I will confirm on Monday.

Regards

Adam Carter

Chief Financial Officer



P.O.Box 63, Sandgate QLD 4017

P +61 7 3869 9702

F +61 7 3269 9304

M 9-Sch4 - Mobile phone

E acarter@racingqueensland.com.au

W www.racingqueensland.com.au

From: Miller, Carole [<mailto:Carole.Miller@racing.qld.gov.au>]
Sent: Friday, 17 February 2012 11:07 AM
To: Adam Carter
Cc: Zuj, Pat
Subject: Remittance advice for Logan, Beaudesert, Cairns & Rockhampton

Hi Adam,

We've been advised that remittance advice have been emailed to info@racingqueensland.com.au. Would you please confirm this email has been received.

Kind regards

Carole Miller
 Office of Racing
 Department of Employment, Economic Development
 and Innovation
 Level 15, 111 George Street, Brisbane Q 4000

P: +61 7 323 41400

F: +61 7 323 41411

E: carole.miller@racing.qld.gov.au

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Unless expressly attributed, the views expressed in this email do not necessarily represent the views of Racing Queensland Limited.

RTI DL RELEASE - NPSR

Zuj, Pat

From: Zuj, Pat
Sent: Wednesday, 22 February 2012 8:23 AM
To: Perrett, Carol
Subject: FW: Compensation Payment for vacating Parklands venue

Attachments: FW: Compensation Payment for vacating Parklands venue; FW: Racing grant and outstanding payments

Carol FYI apparently we don't need to defer the \$9.6M as these funds are sitting on the DEEDI balance sheet and will be available to draw down on immediately. I have placed a copy of this email on the relative file.

Regards

Pat Zuj
 Principal Compliance Officer

Office of Racing
Department of Employment, Economic Development & Innovation
 Level 15, 111 George Street, Brisbane, City East, Qld 4002
 Tel: +61 7 3234 1419
 e: pat.zuj@racing.qld.gov.au

From: Smith, Tristan E
Sent: Tuesday, 21 February 2012 4:13 PM
To: Murthy, Shilpa
Cc: Zuj, Pat
Subject: FW: Compensation Payment for vacating Parklands venue

Hi Shilpa

I've had a chat to Mike and the below is a summary of what I understand happened.

Back in approx 2006-07 (before the MoG of Racing to DEEDI) Racing raised an invoice to Treasury for the \$10M in funding for the new Greyhound Racing track.

This invoice remained unpaid for a number of years, until around July 2011 when Treasury finally paid DEEDI the cash. The commitment to pay to Racing Queensland is listed as a payable on the balance sheet (see attached email). Therefore as payments are made the accounting treatment should be to reduce the amount of the payable. The payment of the invoices to Racing Queensland as part of the new Greyhound Racing track will therefore only appear on the balance sheet and not on the P&L. As such there is no deferral that needs to occur for the \$9,851,643 as it will simply continue to exist as a liability on the balance sheet until the payments are made.

Regards

Tristan



FW: Compensation
 Payment for v...

From: Smith, Tristan E
Sent: Tuesday, 21 February 2012 9:32 AM
To: Murthy, Shilpa
Subject: FW: Compensation Payment for vacating Parklands venue

Hi Shilpa

As discussed - can you work out how these funds were received. I am not aware of an invoice being raised in 2011-12.

Thanks

Tristan



FW: Racing grant
and outstandi...

From: Smith, Tristan E
Sent: Thursday, 16 February 2012 3:21 PM
To: Sands, Debbie
Subject: FW: Compensation Payment for vacating Parklands venue

Hi Debbie

I think I'm missing a piece of the puzzle. Racing will be starting to make payments under this \$10M in the near future. Do you know how it was received? If we start making capital grant payments we will not have revenue to offset the expense. Any idea how this works?

Regards

Tristan

From: Smith, Tristan E
Sent: Thursday, 16 February 2012 3:18 PM
To: Zuj, Pat
Cc: Murthy, Shilpa
Subject: RE: Compensation Payment for vacating Parklands venue

Hi Pat

The attached email would indicate that DEEDI now has the \$10M funding

Regards

Tristan

From: Smith, Tristan E
Sent: Thursday, 16 February 2012 10:23 AM
To: Robertson, Kaylene
Cc: Murthy, Shilpa; Sands, Debbie; Zuj, Pat
Subject: FW: Compensation Payment for vacating Parklands venue

Hi Kaylene

Just been speaking to Pat Zuj at Office of Racing and she would like to confirm that DEEDI now has the \$10M in funding for the new Greyhound Racing track. Michael Buckby evidently confirmed that the Treasury transferred the funding to DEEDI in Sept 11. Can you please confirm that this is the case.

Background emails attached - Shilpa can you put these on the Racing file please.

<< Message: Details on Greyhounds at Logan >>

Regards

Tristan

From: Robertson, Kaylene
Sent: Friday, 28 October 2011 1:00 PM
To: Smith, Tristan E
Cc: Sands, Debbie
Subject: RE: Compensation Payment for vacating Parklands venue

Hi Tristan,

Here is what I have ascertained from Micheal Buckby, one of our Treasury Analysts, regarding the \$10M for the building of a new Greyhound Racing Track:

1. DEEDI is not currently holding any funds. Treasury still has the funding, which now stands at \$9,851,643. (Apparently around \$148K was spent on preliminary investigations for purchase of a site at Logan, which was not proceeded with).
2. The agreement was not for compensation but was for purchase and development of a replacement greyhound racetrack, and in order to obtain the money a suitable site must be located and a proper business case developed and submitted to Treasury for approval prior to any funds being released.
3. The agreement was originally between Qld Treasury and Greyhounds Queensland which no longer exists and has been amalgamated into Racing Queensland.
4. Apparently the payment of any further funding from this pool is caught up in some other issues in dispute between Queensland Treasury and Racing Queensland, and the result is that the whole matter is at present in a state of stalemate.
6. Treasury advice is that Carol Perret Director Investigations and Compliance (X41408) of the Office of Racing knows all about the arrangements and the issues in dispute.
7. The contact people in Treasury Finance are: Karen Thompson Ph 3035-3322 and Stewart Saini
49-Sch4
8. DEEDI has accrued a liability for the amount to be paid (as detailed by Robert Broadfoot in the earlier email you forwarded to me), however this raises the issue of whether there is a matching accrual for an Asset (cash receivable) to match it, and in this regard Financial Accounting would need to investigate this.

Hope this is of assistance.

Kind regards

Kaylene

From: Smith, Tristan E
Sent: Tuesday, 25 October 2011 9:41 AM
To: Robertson, Kaylene
cc: Albuquerque, Lynette; Tan, Siew
Subject: FW: Compensation Payment for vacating Parklands venue

Hi Kaylene

Can you confirm where this funding is sitting within DEEDI. I believe it has been provided as equity. Are you able to check and advise.

Regards

Tristan

From: Zuj, Pat
Sent: Tuesday, 25 October 2011 9:22 AM
To: Smith, Tristan E
Cc: Perrett, Carol
Subject: FW: Compensation Payment for vacating Parklands venue

Hi Tristan

Details of the \$10M compensation payment below which was provided by Robert Broadfoot.

Regards

Pat Zuj
Principal Compliance Officer

Office of Racing
Department of Employment, Economic Development & Innovation
Level 15, 111 George Street, Brisbane, City East, Qld 4002
p: +61 7 3234 1419
e: pat.zuj@racing.qld.gov.au

From: Broadfoot, Robert
Sent: Wednesday, 27 July 2011 2:49 PM
To: Zuj, Pat
Cc: Paterson, John; Lowndes, Ciaran
Subject: RE: Compensation Payment for vacating Parklands venue

Hi Pat

The money is on the SAP ECC% company 1061 ledger in account 200105. See entries below.

<< OLE Object: Picture (Device Independent Bitmap) >>

Regards

Robert Broadfoot, Manager Financial Systems
Finance, Finance & ICT Group
Department of Employment, Economic Development and Innovation
Level 8, 30 Mary St, Brisbane Queensland 4000
PO Box 15168, City East Queensland 4002
T+61 7 3405 6236 F +61 7 3224 2452
E robert.broadfoot@deedi.qld.gov.au or
robert.broadfoot@qld.gov.au
www.deedi.qld.gov.au

From: Zuj, Pat
Sent: Tuesday, 26 July 2011 11:46 AM
To: Broadfoot, Robert
Subject: Compensation Payment for vacating Parklands venue

Hi Robert

I am currently looking after financial information within the Office of Racing.

John Paterson, who currently works in our office, has suggested I contact you re \$10M which was provided as compensation payment for Greyhounds Queensland Limited vacating the Parklands venue in order for works to commence on the Gold Coast University Hospital. I understand you had some involvement in this process when we were in the Treasury department (refer to email below).

To date \$.148M has been drawn down, leaving a balance of \$9.85M. We are likely to draw down on this amount for this financial year and was wondering where this amount is currently sitting. I was given the impression it was sitting on the DEEDI balance sheet.

When we were part of Liquor, Gaming, Racing and Fair Trading, Ian McComiskie was our Finance Manager. Ian has since moved across to Department of Justice as our directorate was split up, Liquor, Gaming and Fair Trading being moved across to Department of Justice and Racing staying with DEEDI. Chris Seen took over from Ian and has since left the department. Ciaran Lowndes has now taken over the role of Finance Manager looking after the SAFRS area which Office of Racing are now part of.

The government has committed 50% of wagering tax over 4 years for the Racing Industry Capital Development Scheme (RICDS) which will provide in excess of \$80M for infrastructure upgrades until 2013-14.

Due to ongoing litigation re Albion Park venue, a revised Industry Infrastructure Plan was submitted and the government approved a one year extension to the current wagering tax arrangements as well as approving the \$10M compensation payment for the industry's loss of the Parkland racing venue, providing in excess of \$110M for the RICDS.

Your assistance in this matter would be greatly appreciated.

Regards

Pat Zuj

Principal Compliance Officer
Office of Racing

=====
Department of Employment, Economic Development & Innovation
Level 15, 111 George Street, Brisbane, City East, Qld 4002
GPO Box 46, Brisbane, Qld 4001
Ph: 323 41419
Fax: 323 41411
email: pat.zuj@racing.qld.gov.au
web: <http://www.racing.qld.gov.au>

Customer Call Centre 13 13 04
www.deedi.qld.gov.au

From: John Paterson <john.paterson@racing.qld.gov.au>
Sent: Monday, 3 August 2009 9:54 AM
To: "Broadfoot, Robert" <Robert.Broadfoot@deedi.qld.gov.au>
Cc: Carol Perrett/OR/QTreasury@QTreasury
Subject: Re: Parklands

Robert

The provision of the \$10 million grant to Greyhounds Queensland Limited (Greyhounds Queensland), as compensation for vacating the greyhound racing facilities at the Parklands venue that is required for the new Gold Coast University Hospital, is conditional upon Greyhounds Queensland applying the funds towards the development of new facilities.

Greyhounds Queensland has developed a proposal to develop a 'stand-alone' greyhound racing facility at Logan.

The Treasurer, as the then Minister responsible for racing, approved a payment of up to \$200,000 from the total \$10 million compensation to allow Greyhounds Queensland to undertake initial site assessments on the proposed greyhound racing site at Logan.

On 4 March 2009, the Under Treasurer wrote to the Chair of Greyhounds Queensland to advise that funding would be provided under separate funding agreements for Phase 1 and 2, and that Phase 1 funding would be for the amount of \$24,900 (as quoted by company SKM, which is undertaking site assessment work for Greyhounds Queensland). Phase 2 funding would be for an amount of up to \$175,100, representing the \$200,000 total agreed to by the Treasurer.

Phase 2 has not yet been finalised.

The payment of the remainder of the \$10 million compensation payment is dependent on Greyhounds Queensland presenting to government a financially viable proposal for the development of new facilities.

On 27 July 2009, Greyhounds Queensland announced that it has finalised the environmental study on the Logan site (undertaken by SKM) and was now proceeding to have costings and plans finalised for submission to Logan City Council for planning approval. We expect to shortly receive an invoice from Greyhounds Queensland in relation to the amount of \$24,900.

Taking the above into account, I believe it probable that the balance of the \$10 million will be paid during 2009/10.

Regards

John Paterson

Principal Compliance Officer

Office of Liquor, Gaming and Racing

Ph: 07 3234 1404

Fax: 3234 1411

Mob49-Sch4 - Mobile phone

Web: www.racing.qld.gov.au

Mailto: john.paterson@racing.qld.gov.au

"Broadfoot, Robert"

<Robert.Broadfoot@deedi.qld.gov.au>03/08/2009

08:05 AM

To: "Paterson, John" <John.Paterson@deedi.qld.gov.au>

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Hi John

Would you be able to refresh my memory on when the \$10m is being paid. Will it all be paid out during 2009-10?

Regards

Robert Broadfoot, Manager, Financial Operations

Employment, Industry Development and Innovation

Department of Employment, Economic Development and Innovation

Level 22, 111 George St, Brisbane Queensland 4000

PO Box 15168, City East Queensland 4002

T+61 7 3405 6236 F +61 7 3225 8676

E robert.broadfoot@dttrdi.qld.gov.au or

robert-broadfoot@qld.gov.au

www.dttrdi.qld.gov.au

Zuj, Pat

From: Zuj, Pat
Sent: Tuesday, 25 October 2011 9:22 AM
To: Smith, Tristan E
Cc: Perrett, Carol
Subject: FW: Compensation Payment for vacating Parklands venue

Attachments: Picture (Device Independent Bitmap)

Hi Tristan

Details of the \$10M compensation payment below which was provided by Robert Broadfoot.

Regards

Pat Zuj
Principal Compliance Officer

Office of Racing
Department of Employment, Economic Development & Innovation
Level 15, 111 George Street, Brisbane, City East, Qld 4002
p: +61 7 3234 1419
e: pat.zuj@racing.qld.gov.au

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Sent: Wednesday, 27 July 2011 2:49 PM
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Subject: RE: Compensation Payment for vacating Parklands venue

Hi Pat

The money is on the SAP ECC% company 1061 ledger in account 200105. See entries below.

G/L account no. 200105 Accrued Other Supplies & Services
Company Code 1061
Ledger 0L

St	DocumentNo	Reference	Typ	Doc. Date	PK	Amount in local cur.	Tx	Cost Ct	Prof	Segme	T
☒	100012067	PARKLANDS TO CUR	SA	30.06.2009	50	10,000,000.00-			2225	CONTL	G
☐	1900031105	009988	KR	23.10.2008	40	27,390.00			2225	CONTL	G
☐	1900037553	010151	KR	13.01.2010	40	120,967.00			2225	CONTL	G
*						9,851,643.00-					

Regards
Robert Broadfoot, Manager Financial Systems
Finance, Finance & ICT Group
Department of Employment, Economic Development and Innovation
Level 8, 30 Mary St, Brisbane Queensland 4000
PO Box 15168, City East Queensland 4002
T+61 7 3405 6236 F +61 7 3224 2452
E robert.broadfoot@deedi.qld.gov.au or
robert.broadfoot@qld.gov.au
www.deedi.qld.gov.au

From: Zuj, Pat

Sent: Tuesday, 26 July 2011 11:46 AM
To: Broadfoot, Robert
Subject: Compensation Payment for vacating Parklands venue

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Your assistance in this matter would be greatly appreciated.

Regards

Pat Zuj

Principal Compliance Officer
Office of Racing

=====

Department of Employment, Economic Development & Innovation
Level 15, 111 George Street, Brisbane, City East, Qld 4002
GPO Box 46, Brisbane, Qld 4001
Ph: 323 41419
Fax: 323 41411
email: pat.zuj@racing.qld.gov.au
web: <http://www.racing.qld.gov.au>

Customer Call Centre 13 13 04
www.deedi.qld.gov.au

From: John Paterson <john.paterson@racing.qld.gov.au>
Sent: Monday, 3 August 2009 9:54 AM
To: "Broadfoot, Robert" <Robert.Broadfoot@deedi.qld.gov.au>
Cc: Carol Perrett/OR/QTreasury@QTreasury
Subject: Re: Parklands

Robert

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Taking the above into account, I believe it probable that the balance of the \$10 million will be paid during 2009/10.

Regards

John Paterson

Principal Compliance Officer

Office of Liquor, Gaming and Racing

Ph: 07 3234 1404

Fax: 3234 1411

Mob: 49-Sch4 - Mobile phone

Web: www.racing.qld.gov.au

Mailto: john.paterson@racing.qld.gov.au

"Broadfoot, Robert"

<Robert.Broadfoot@deedi.qld.gov.au>03/08/2009

08:05 AM

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O "Paterson, John" <John.Paterson@deedi.qld.gov.au>

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Hi John

Would you be able to refresh my memory on when the \$10m is being paid. Will it all be paid out during 2009-10?

Regards

Robert Broadfoot, Manager, Financial Operations

Employment, Industry Development and Innovation

Department of Employment, Economic Development and Innovation

Level 22, 111 George St, Brisbane Queensland 4000

PO Box 15168, City East Queensland 4002

T+61 7 3405 6236 F +61 7 3225 8676

✉ robert.broadfoot@dttrdi.qld.gov.au or

robert-broadfoot@qld.gov.au

www.dttrdi.qld.gov.au

RTI DL RELEASE - NPSR



Queensland Government

TAX INVOICE
1800561393

DEEDI
ABN 24 830 236 406

PO Box 15168 CITY EAST QLD 4002.

2012-14

Customer Name and Address		Account Details	
QUEENSLAND TREASURY (FINANCE BRANCH) GPO BOX 611 BRISBANE QLD 4001		Customer No.	134177
		Date	23.02.2012
		Reference	
		Originating Unit	Accounts - General
		Contact Officer	Finance Officer
		Telephone	(07) 323 90553
		Fax	(07) 3006 6137
		Page	1 of 1

Qty	Particulars	Value (excl GST)	GST Amount	Price (incl GST)
1	ENQ: SHILPA MURTHY PH: (07) 3227 8477 CIF - RICDS REDEVELOPMENT OF LOGAN RACECOURSE - 1ST INSTALMENT	1379222.00	0.00	1379,222.00
Payment Terms: Net 30 days from Invoice Date		Total:	\$ 0.00	\$1379,222.00

----- Please detach here and send with payment -----

DEEDI		Remittance Advice		ABN 24 830 236 406	
Customer No		134177	Tax Invoice No		1800561393
Customer Name		QUEENSLAND TREASURY (FINANCE	Amount		\$1379,222.00
Payment Options (if not using BPAY) (tick your payment method)					
☐ Cheque <small>Make payable to DEEDI & mark 'Not Negotiable'</small>					
☐ Bankcard ☐ Mastercard					
☐ Visa ☐ American Express					
Payments by mail: DEEDI PO Box 15168 CITY EAST QLD 4002					
		Biller Code: 747170		Expiry Date	
		Reference: 11341775613933		Amount Paid	
		Cardholder's Name		\$	
		Cardholder's Signature			
		Cardholder's Phone No.....			
Telephone & Internet Banking - BPAY Call your bank, credit union, or building society to make this payment from your cheque, savings or credit card account. More info: www.bpay.com.au					
Is a receipt required? YES / NO (An official receipt will not be forwarded unless specifically requested)					

Kelly, Michael - Racing

From: stuart.booker@treasury.qld.gov.au
Sent: Thursday, 23 February 2012 5:22 PM
To: Kelly, Michael - Racing
Cc: michael.buckby@treasury.qld.gov.au; Natalie.Barber@treasury.qld.gov.au
Subject: Reimbursement of RQL's costs

Attachments: Signed letter from Treasurer to RQL 5.12.11.doc; Letter from RQL to Office of Racing 2.02.12.pdf



Signed letter from
Treasurer t...



Letter from RQL to
Office of R...

.Hi Michael,

Thank you for your email requesting the release of funds for costs incurred by Racing Queensland Limited (RQL) in the preparation of business cases.

We had discussed this internally earlier this week, and I had wrongly thought that I had already replied to you !

Treasury has reviewed the information provided and approves that the requested \$2,596,290.58 (engaging external consultants) and \$200,000 (RQL internal costs) be released to RQL.

Yuan Wang 3035 3327 and Sharon Ryan 3035 3328 in our finance area have been advised to expect a request from the Office of Racing via your DEEDI finance colleagues.

best regards,
Stuart

Stuart Booker
 Assistant Under Treasurer
 Ph: 3035 1860
 M: 49-Sch4 - Mobile phone

Cc: "'michael.buckby@treasury.qld.gov.au'"
 <michael.buckby@treasury.qld.gov.au>,
 "'Gerry.Foley@treasury.qld.gov.au'"
 <Gerry.Foley@treasury.qld.gov.au>, "Setter, Robert"
 <Robert.Setter@deedi.qld.gov.au>, "'Hamish Williams'"
 <Hamish.Williams@ministerial.qld.gov.au>, "Perrett, Carol"
 <Carol.Perrett@racing.qld.gov.au>

Date: 16/02/2012 10:21 AM
Subject: Reimbursement of RQL's costs

Stuart

I refer to telephone conversations between Carol Perrett and Michael Buckby and wish to confirm that having regard to the Treasurer's letter of 5 December 2011 to Racing Queensland and Racing Queensland's letter of 2 February 2012 to me that Treasury is agreeable to the release of funds to pay Racing Queensland the sum of \$2,796,290.58, which consists of \$2,596,290.58 for the costs incurred by Racing Queensland in engaging external consultants in the preparation of business cases and \$200,000 for Racing Queensland's cost of internal resources for 2010-2011.

A copy of the relevant documents are attached.

Regard Carol

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(See attached file: Signed letter from Treasurer to RQL 5.12.11.doc) (See attached file: Letter from RQL to Office of Racing 2.02.12.pdf)

RTI DL RELEASE - NPSR



Hon Andrew Fraser MP
Member for Mount Coot-tha



**Queensland
Government**

**Deputy Premier and Treasurer
Minister for State Development
and Trade**

TRX-17947

05 DEC 2011

Mr R G Bentley
Chairman
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

Mr Bob

I refer to issues you have recently raised regarding the delivery of racing infrastructure under the Racing Industry Capital Development Scheme (RICDS).

I have considered your comments in relation to the cost of preparing business cases for proposed racing infrastructure and have decided to provide access to limited funds from the RICDS to meet external costs incurred on those projects which are significant and have associated delivery risks. This will assist in accessing relevant expert advice necessary where the project scale and risks merit investment in those resources.

I approve funds of up to \$2,750,000 to be drawn for the purpose of reimbursing Racing Queensland Limited (RQ) for the cost of engaging external consultants assisting in the preparation of business cases, and capped internal costs of \$200,000 p.a of internal RQ resources dedicated to this purpose. Requests for reimbursement may be submitted to the Office of Racing in the Department of Employment, Economic Development and Innovation at the end of each calendar quarter.

Note that this will however reduce the funds available for direct investment in capital infrastructure under the RICDS.

Should you require any further information, please contact Mr Stuart Booker, Assistant Under Treasurer on telephone (07) 3238 3059.

Yours sincerely

ANDREW FRASER

Level 9 Executive Building
100 George Street Brisbane
GPO Box 611 Brisbane
Queensland 4001 Australia
Telephone +61 7 3224 6900
Facsimile +61 7 3229 0642
Email deputypremierandtreasurer@qld.gov.au
ABN 65 959 415 158

2 February 2012



Mike Kelly
Executive Director
Office of Racing
Locked Bag 180
BRISBANE CITY EAST QLD 4002

Racing Queensland Limited
A.B.N 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Mike

RE: Claim for funds associated with the cost of preparing business cases for the Industry Infrastructure Plan

In correspondence dated December 5, 2011, the Deputy Premier and Treasurer, the Hon. Andrew Fraser MP, confirmed approval of funds up to \$2,750,000 for the purpose of engaging external consultants assisting in the preparation of the business cases and in addition up to \$200,000 per annum in funding for internal Racing Queensland Limited (RQL) resources dedicated to this purpose.

In accordance with this advice, please find attached a summary of costs to date of \$2,596,290.58 for external consultants for the development of the business cases, with the detail per project, as well as copies of all invoices received that are currently being processed in our system. Further, also attached is a summary of the cost of wages for RQL employees who have the relevant expertise and have directed either all or part of their time to this purpose. The amount of this claim is \$200,000.00. Therefore, the total amount claimed is \$2,796,290.58. RQL is claiming, to the extent it can, to have these already incurred costs reimbursed in this claim, as the next opportunity to claim does not arise until the end of March 2012.

If you have any further queries please contact the RQL Chief Financial Officer, Adam Carter, on (07) 3869 9702 or acarter@racingqueensland.com.au.

Yours sincerely

49-Sch4 - Signature

MALCOLM TUTTLE
Chief Executive Officer

Cc. Mr Adam Carter (emailed)
- Chief Financial Officer, RQL

Advisor	OK
Dated	/ /
Approved / Not Approved	
Further information required	
Minister	
Dated	/ /

To:
Mr Rob Setter
Associate Director-General,
Agriculture, Food and Regional
Services

Copy:
Mr Mark Bermingham
Acting Director-General
Department of Employment
Economic Development and
Innovation

From:
Mike Kelly
Executive Director, Office of
Racing
24 February 2012

Endorsed:
Mike Kelly
Executive Director, Office of
Racing

1/3/12

**Execution of Funding Deed – Racing Industry Capital
Development Scheme funding – Reimbursement of Costs
Incurred by Racing Queensland Limited**

Summary/Recommendation

1. That you sign the attached funding deed, in duplicate, between the State (represented by DEEDI) and Racing Queensland Limited (**Attachment 1**).
2. The \$2,796,290.58 in funding provided under the attached funding deed is from the Racing Industry Capital Development Scheme (RICDS). It consists of \$2,596,290.58 for the reimbursement of external expenses related to the preparation of Industry Infrastructure Plan business cases and \$200,000 for Racing Queensland's internal costs associated with same.
3. Under Schedule 5 – Grants and Subsidies of DEEDI's Financial Delegations and Authorisations, you are authorised to execute agreements under the RICDS.

Timing

4. It is proposed to transfer the funding by 28 February 2012.

Background

- 5.

Sch3(2) Cabinet information after commencement

APPROVED
signed by Treasurer's
approved by
5 Dec 2011
Treasurer's
endorsement
of release of
funds
incurred
by
RL

49-Sch4 - Signature

1/3/12

6. On the 5 December 2011, approval was given by the Treasurer to provide access to limited funds from the RICDS to meet costs already incurred by Racing Queensland related to external consultants, and capped internal costs associated with the preparation of Industry Infrastructure Plan business cases (**Attachment 2**).
7. The approval was for a one-off payment of funds of up to \$2,750,000 to be allocated for external expenses, plus a capped amount of \$200,000 per annum for internal resources utilised.
8. A business case has been submitted for the amount of \$2,596,290.58 for the reimbursement of external expenses related to the preparation of Industry Infrastructure Plan business cases and \$200,000 for Racing Queensland's internal costs associated with same.
9. All costs claimed by Racing Queensland have been assessed by the Office of Racing to ensure the appropriateness of the expenses. Treasury Department has approved this business case and the release of funds.
10. The attached funding deed has been executed by Racing Queensland and provides for the payment of \$2,796,290.58 to Racing Queensland.
11. The funding is available within the Office of Racing budget.

Caretaker Implications

12. The funds claimed by Racing Queensland represent a reimbursement of expenditure incurred over a period up until 31 December 2011.
13. The reimbursement of the expenditure was approved by the Treasurer on 5 December 2011, prior to the commencement of caretaker period (**Attachment 2**).
14. The business case, and the release of funds, was approved by the Treasury Department on 24 February 2012 (**Attachment 3**).

Attachments

15. Attachment 1 - Funding Deed between the State (as represented by DEEDI) and Racing Queensland.
16. Attachment 2 - Letter dated 5 December 2011 from the Honourable Andrew Fraser MP, Deputy Premier, Treasurer and Minister for State Development and Trade to Chairman of Racing Queensland approving the use of funds from the RICDS.
17. Attachment 3 - Email from Stuart Booker, Assistant Under Treasurer dated 24 February 2012 to Mike Kelly, Executive Director, Office of Racing approving the business case.

Clearance

1. Crown Law drafted the funding deed.

Author

Mike Kelly, Executive Director, Office of Racing

Action Officer: Sandra Gordon, Principal Compliance Officer
Tel: 323 41378

☐ Approved ☐ Not approved ☐ Noted	Comments
Rob Setter Associate Director-General Science, Agriculture, Food and Regional Services / /	

RTI DL RELEASE - NPSR

2012-17

*Mike
This will
need to
wait until after
care takes
given suggestion
nature of
agreement*

CTS01374-12
RAC-00685
eDOCS1103339

Advisor 49-Sch4 - Signature	OK
Dated	/
Approved / Not Approved	
Further information required	
Minister	
Dated	/ /

To:
Mr Rob Setter
Associate Director-General,
Agriculture, Food and Regional
Services

Copy:
Mr Mark Bermingham
Acting Director-General
Department of Employment
Economic Development and
Innovation

From:
Mike Kelly
Executive Director, Office of
Racing
24 February 2012

Endorsed:
Mike Kelly
Executive Director, Office of
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- 5.

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Author

Mike Kelly, Executive Director, Office of Racing

Action Officer: Sandra Gordon, Principal Compliance Officer
Tel: 323 41378

☐ Approved ☐ Not approved ☐ Noted	Comments
Rob Setter Associate Director-General Science, Agriculture, Food and Regional Services / /	

RTI DL RELEASE - NPSR

Zuj, Pat

From: Kelly, Michael - Racing
Sent: Monday, 27 February 2012 11:41 AM
To: Smith, Tristan E
Cc: Zuj, Pat; Perrett, Carol; Richards, Mike; Murthy, Shilpa
Subject: RE: \$10M Compensation Payment for vacating Parklands venue

Noted.

Pat/Carol - pls reflect in our briefing documents and make sure that the appropriate notations are made so that this funding is not lost in the future.

MK

From: Smith, Tristan E
Sent: Friday, 24 February 2012 4:47 PM
To: Kelly, Michael - Racing
Cc: Zuj, Pat; Perrett, Carol; Richards, Mike; Murthy, Shilpa
Subject: \$10M Compensation Payment for vacating Parklands venue

Hi Mike

I have investigated the \$10M Compensation payment to Greyhounds racing further and can confirm the following history in relation to accounting treatments.

When the Office of Racing transferred into the department the \$10M payment was recognised as a payable on the balance sheet with a corresponding receivable for money owing from Qld Treasury.

The accounting transactions recognising the commitment were recorded on Queensland Treasury's system before the MoG and were dealt with on the Balance Sheet (i.e. DEEDI inherited this accounting treatment). The transactions were specifically posted in this way, and not recognised as revenue or expense, based on advice from Treasury's Fiscal and Taxation Policy Unit to ensure the integrity of Whole of Government Reporting. Since this date two payments were made to Greyhound Queensland Limited for \$27,390 and \$120,967 leaving a balance of \$9,851,643.

It was not until July this financial year that Queensland Treasury finally paid DEEDI the \$10M in cash owing from the 2009 MoG - cash received on 14/07/11.

While the \$10M Compensation payment is not part of the Office of Racing's revenue budget is it part of the Office of Racing's financial position. If the Office of Racing were to transfer out of the department, the corresponding Balance Sheet entries would also transfer. These would represent the balance of the cash position \$9.851M as well as the payable (commitment) to pay Racing Queensland (\$9.851M).

As I have previously indicated, payments made to Racing Queensland towards the development of a new greyhound facility, will need to be recognised against the balance sheet account. They are not processed as an expense in the same way that other RICDS payments are made. The effect of this will be no change to the Office of Racing's operating result, however it will reduce the payable (on the balance sheet) until eventually it is extinguished.

As these accounting transactions occurred in Queensland Treasury in prior years and have already been reflected in the Office of Racing financial position, we are not in a position to reinstate them as income revenue in your operating budget.

Regards

Tristan

Tristan Smith,
 Finance Account Manager,
 Agriculture, Food & Regional Services (AFRS)
 Business Operations
Department of Employment, Economic Development and Innovation
 Level 8, 30 Mary Street, Brisbane, Qld, 4000
 PO Box 15168, Brisbane, Qld, 4002
Telephone 07 3247 5575 **Facsimile** 07 3224 2454
Email tristan.smith@deedi.qld.gov.au

2012-19

Kelly, Michael - Racing

From: Setter, Robert
Sent: Wednesday, 29 February 2012 2:23 PM
To: Kelly, Michael - Racing
Cc: 'Peter.McCabe@ministerial.qld.gov.au'
Subject: FW: Reimbursement of RQL'a costs

Please resubmit Agreement for signature - and keep this as a record

R

From: Middleditch, Susan
Sent: Wednesday, 29 February 2012 12:56 PM
To: Setter, Robert
Subject: RE: Reimbursement of RQL'a costs

Hi Rob,

I'm satisfied that the necessary approvals have been received prior to caretaker. The Treasurer's letter is clear, as is Treasury's advice. The only additional thing I would expect is some documentation from RQL that shows the \$200k for internal costs in preparing the business cases was actually spent for that purpose. We should be wary of just paying them the \$200k as it may just be reimbursing for other purposes.

Susan

From: Setter, Robert
Sent: Wednesday, 29 February 2012 11:50 AM
To: Middleditch, Susan
Subject: FW: Reimbursement of RQL'a costs

Susan

Appreciate your advice; I have been asked to sign an agreement to pay RQL 2plus million consistent with Treasurers approval (see word document) to spend from monies held in Office of Racing, with the final amount approved by Senior Treasury officers. I am inclined to sign given Treasurers authority but seek your counsel to confirm that I am not in breach of caretaker.

Given that the commitment was made when it was by the Treasurer, and the monies expended by RQL I see this as payment for services approved by the Treasurer.

Your thoughts?

R

From: Kelly, Michael - Racing
Sent: Wednesday, 29 February 2012 11:42 AM
To: Setter, Robert
Subject: FW: Reimbursement of RQL'a costs

Rob

As discussed earlier, attached is the Treasurer's letter of 5 Dec 11 approving the quantum of reimbursement sought by RQL for costs previously incurred and the Treasury email confirming they have reviewed the RQL request for funding and approve the release of RICDS funds.

MK

From: Perrett, Carol
Sent: Wednesday, 29 February 2012 11:37 AM
To: Kelly, Michael - Racing
Subject: Reimbursement of RQL'a costs

<< File: RAC-00685 Signed letter from Treasurer to RQL 5.12.11 Attachment 2.doc >> << File: Email from Treasury approving funding 24.02.12.pdf >>

RTI DL RELEASE - NPSR



Hon Andrew Fraser MP
Member for Mount Coot-tha



**Queensland
Government**

**Deputy Premier and Treasurer
Minister for State Development
and Trade**

TRX-17947

05 DEC 2011

Mr R G Bentley
Chairman
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

Mr Bob

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Should you require any further information, please contact Mr Stuart Booker, Assistant Under Treasurer on telephone (07) 3238 3059.

Yours sincerely

ANDREW FRASER

Level 9 Executive Building
100 George Street Brisbane
GPO Box 611 Brisbane
Queensland 4001 Australia
Telephone +61 7 3224 6900
Facsimile +61 7 3229 0642
Email deputypremierandtreasurer@qld.gov.au
ABN 65 959 415 158

Bontje, Andrea

From: Miller, Carole
Sent: Thursday, 1 March 2012 3:43 PM
To: Williams, Pamela
Cc: Bontje, Andrea; Zuj, Pat; Gordon, Sandra; Wilesmith, Roger
Subject: URGENT - FW: Reimbursement of RQL'a costs - CTS01374/12 - RAC-00685

Hi Pam,

As per our discussions below is the email Rob has sent Mike advising to resubmit this briefing.

Cheers
Carole
41400

From: Perrett, Carol
Sent: Thursday, 1 March 2012 3:38 PM
To: Miller, Carole
Subject: FW: Reimbursement of RQL'a costs

From: Kelly, Michael - Racing
Sent: Wednesday, 29 February 2012 2:48 PM
To: Setter, Robert
Cc: Perrett, Carol; Middleditch, Susan
Subject: RE: Reimbursement of RQL'a costs

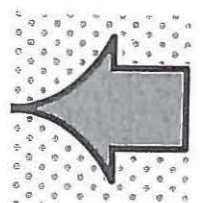
Rob - Will do. Re SM issue of documentation - that has been received, assessed and initially confirmed as appropriate expenditure by OR, and confirmed as appropriate by Treasury.

Carol - Pls resubmit documentation to ADG for consideration. Copy of this email trail is to be placed on the relevant RQL cost reimbursement file pls.

MK

From: Setter, Robert
Sent: Wednesday, 29 February 2012 2:23 PM
To: Kelly, Michael - Racing
: 'Peter.McCabe@ministerial.qld.gov.au'
Subject: FW: Reimbursement of RQL'a costs

Please resubmit Agreement for signature - and keep this as a record
R



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Sent: Wednesday, 29 February 2012 12:56 PM
To: Setter, Robert
Subject: RE: Reimbursement of RQL'a costs

Hi Rob,
I'm satisfied that the necessary approvals have been received prior to caretaker. The Treasurer's letter is clear, as is Treasury's advice. The only additional thing I would expect is some documentation from RQL that shows the \$200k for internal costs in preparing the business cases was actually spent for that purpose. We should be wary of just paying them the \$200k as it may just be reimbursing for other purposes.

Susan

From: Setter, Robert
Sent: Wednesday, 29 February 2012 11:50 AM
To: Middleditch, Susan
Subject: FW: Reimbursement of RQL'a costs

CTS01555/12
RAC-00696

*Access is approved -
I have no authority
to approve a
P & sign*

Advisor	OK
Dated / /	
Approved / Not Approved	
Further information required	
Minister	
49-Sch4 - Signature / /	

To:
Rob Setter, Associate Director-
General, Science, Agriculture,
Food and Regional Services

Copy:
Mark Birmingham,
Acting Director-General,
Department of Employment,
Economic Development and
Innovation

From:
Mike Kelly, Executive Director,
Office of Racing
1 March 2012

Endorsed:
Mike Kelly, Executive Director,
Office of Racing

Approval to erect signage at Cronulla Park

Recommendation

1. That you approve Racing Queensland's request to erect a sign at the future greyhound racing facility site located at Kingston Road, Slacks Creek (Cronulla Park) (see **Attachment 1**). *to erect a sign*

Timing

2. Approval is requested to enable for the signage to be erected as soon as possible.

Background

3. On 7 May 2010, a Deed of Grant for the Cronulla Park site was issued to the Department of Employment, Economic Development and Innovation (DEEDI).
4. The land has been approved for transfer to Racing Queensland, subject to Racing Queensland presenting to the government a financially viable proposal for the development of a greyhound racing facility on the site (see **Attachment 2**). The Property Management Committee has endorsed the approval to transfer the land (see **Attachment 3**).
5. On 27 January 2012, Racing Queensland submitted an amended Industry Infrastructure Plan (IIP) under the Racing Industry Capital Development Scheme. The amended IIP was approved by government on 30 January 2012, and included plans for the development of a new greyhound racing facility at Cronulla Park.
6. A business case for the Cronulla Park project has been submitted and accepted by the Treasurer (see **Attachment 4**).
7. Racing Queensland have requested approval to erect a sign at the site to advertise that a new greyhound racing complex will be constructed.

8. The sign will be erected at the expense of Racing Queensland, and no financial outlay will be required from the government.
9. Racing Queensland has provided a site plan with the proposed location of the sign and draft design (see **Attachment 1**).
10. If approved, Racing Queensland will be required to enter into a licence to occupy the land in order to erect and maintain the signage in the designated area.
11. Subject to your Approval for the erection of the sign, the Office of Racing will engage Legal Services to prepare a Licence to Occupy between DEEDI as the owner and Racing Queensland as the occupier of the land.

Attachments

12. Attachment 1 – Letter from Racing Queensland requesting approval to erect signage.
13. Attachment 2 – Approval to transfer the Cronulla Park site to Racing Queensland by the Treasurer
14. Attachment 3 - Email from PMC endorsing the approval to transfer the Cronulla Park site.
15. Attachment 4 - Treasury approval of business plan for Cronulla Park.

Clearance

16. Legal Services will be consulted in regards to preparing a Licence to Occupy.

Author

Mike Kelly, Executive Director, Office of Racing

Action Officer: Sandra Gordon, Principal Compliance Officer
Tel: 323 41378

☐ Approved ☐ Not approved ☐ Noted	
<i>Access is APPROVED.</i>	Comments <i>I have no authority to approve an ROL sign</i>
49-Sch4 - Signature _____	
Rob Setter ✓ Associate Director-General Science, Agriculture, Food and Regional Services / /	

RTI DL RELEASE - NPSR



**RACING
QUEENSLAND**

2 March, 2012

Mr Mike Kelly
Executive Director
Office of Racing
GPO Box 46
BRISBANE QLD 4001

Racing Queensland Limited
A.B.N. 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E Info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Mike,

**RE. ERECTION OF SIGNAGE ON LOT 658 SL12298, KINGSTON ROAD,
SLACKS CREEK**

By way of this correspondence, Racing Queensland Limited advises that we propose to erect a sign at the above address promoting the future use of the site as a greyhound racing facility.

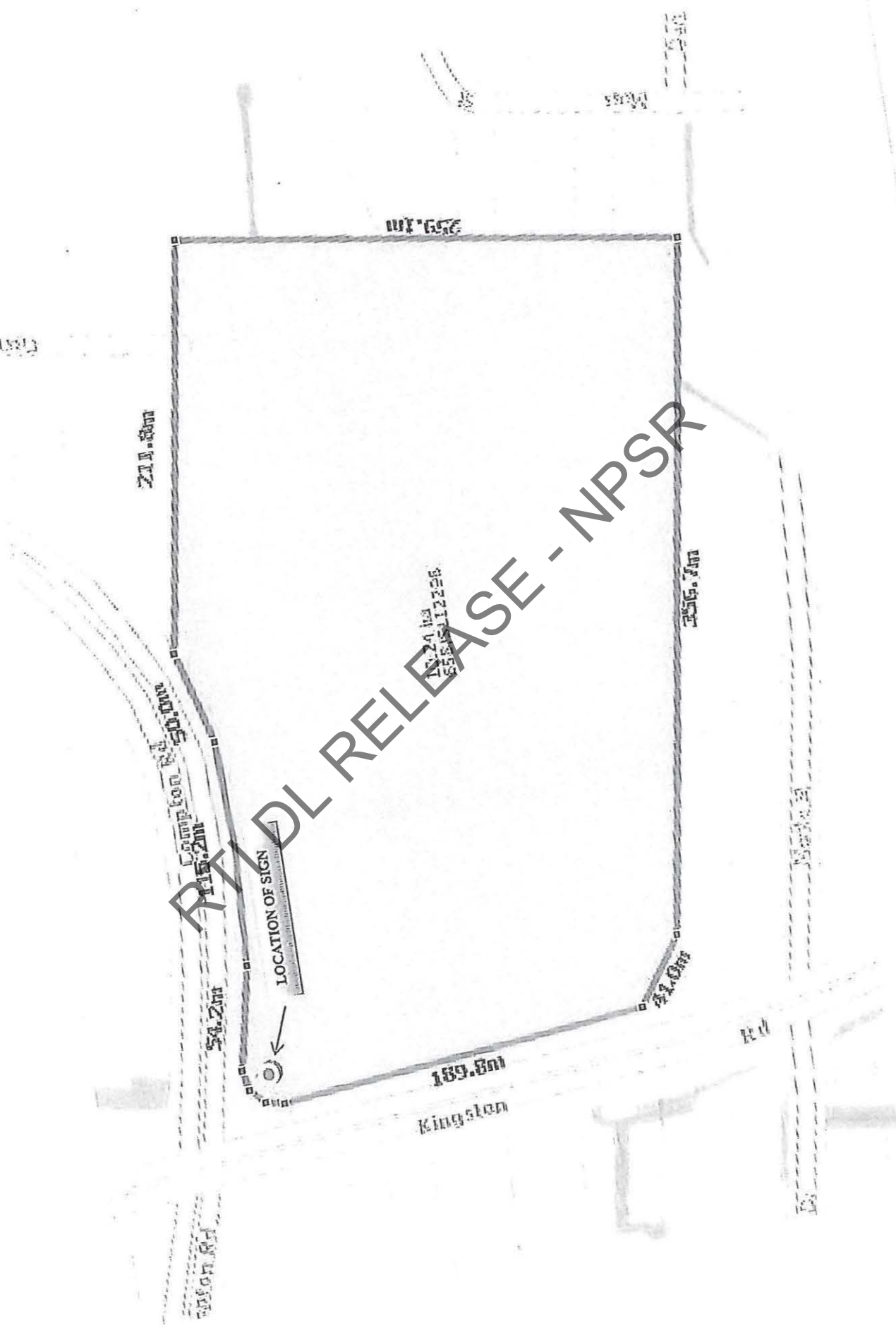
A copy of the elevations, site plan and draft design have been included for your information.

It would be greatly appreciated if you could grant access to the site so that we are able to undertake construction.

Yours faithfully

49-Sch4 - Signature

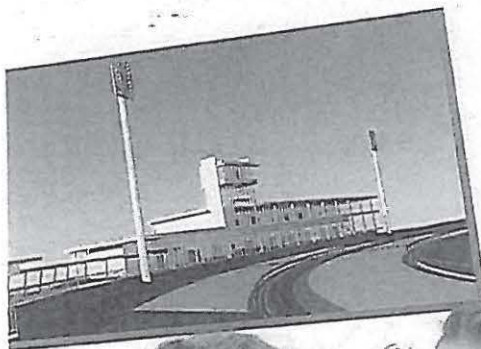
for **Mark Snowdon**
Project Director





GREYHOUND RACING

COMING SOON!



Thanks to the \$110m State Government contribution

Queensland Government in partnership with
Racing Queensland's Industry Infrastructure Plan ... Building Racing!

www.racingqueensland.com.au



**DEED FOR REIMBURSEMENT
OF COSTS**

Between

STATE OF QUEENSLAND

represented by Department of Employment Economic Development and
Innovation

ABN 24 830 236 406

and

RACING QUEENSLAND LIMITED

ABN 52 142 786 874



Crown Law

Queensland Government

Crown Solicitor

Level 11

State Law Building

50 Ann Street

BRISBANE

Telephone: (07)3235 4919

Facsimile: (07) 3239 6961

Reference: CP5/EED279/234/YUN

THIS DEED is made

BETWEEN: **STATE OF QUEENSLAND** represented by the Department of
Employment Economic Development and Innovation ABN 24 830 236
406 of Level 15, 111 George Street, Brisbane in the State of
Queensland

(the 'State')

AND: **RACING QUEENSLAND LIMITED** ABN 52 142 786 874 of Racecourse
Road, Deagon in the State of Queensland

(the 'Recipient')

BACKGROUND

- A. The Recipient has incurred the Consultants' Fees.
- B. The Recipient has incurred the Recipient's Costs and may incur more Recipient's Costs.
- C. The State has agreed to reimburse the Recipient the Consultants' Fees and the Recipient's Costs, on the terms of this Deed.

AGREED TERMS

1. INTERPRETATION

1.1 In this Deed:

Approved Purpose means the preparation and submission of business cases to Queensland Treasury for approval in relation to proposed capital infrastructure projects under the Scheme;

Business Day means 9:00am to 5:00pm on a day other than a Saturday, Sunday or public holiday in Brisbane;

Claim includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses including legal expenses;

Commencement Date means the date the last party signs this Deed;

Confidential Information of a party means information that is by its nature confidential, is designated by that party as confidential or the other party knows or ought to know is confidential and includes information about this Deed and any negotiations in connection with it, but otherwise excludes information:

- (a) that is in the possession of a party at the Commencement Date other than through a breach of an obligation of confidentiality;
- (b) that is or becomes generally available to the public other than as a result of a breach of an obligation of confidentiality; or
- (c) that is lawfully received by a party from a third party;

Consultants' Fees means the amount of \$2,596,290.58 in fees incurred by the Recipient for external consultants to assist in the Approved Purpose;

Correctly Rendered Invoice means an invoice that has been submitted to the State and complies with the requirements of the GST Law as a tax invoice and must, unless inconsistent with the GST Law:

- (d) specify the Recipient's Australian Business Number;
- (e) specify the amount payable to the Recipient;
- (f) be set out as an itemised account and include all necessary details and documentation against which the claim for payment is made;
- (g) specify the amount of any GST paid or payable by the Recipient with respect to the Recipient's payment;
- (h) specify the Recipient's bank account, address or details for payment; and
- (i) specify the State's reference number, if previously notified to the Recipient by the State.

Deed means this document and any schedules;

Expiry Date means the date upon which the State makes the final reimbursement of the Recipient's Costs under this Deed;

Funds means the funds provided by the State under this Deed;

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the regulations made under it;

Insolvency Event means that the Recipient:

- (a) ceases to carry on business;

- (b) becomes bankrupt or insolvent, or commences, or is subject to any proceedings being commenced, for or in relation to its bankruptcy or insolvency, or is unable to pay its debts as and when they fall due;
- (c) enters into liquidation, or is subject to any proceedings being commenced for or in relation to its liquidation;
- (d) has a receiver or manager appointed, or becomes subject to any form of external administration;
- (e) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
- (f) commences, or is subject to, any proceedings for its winding up, voluntarily or involuntarily;

Recipient's Costs means internal expenses incurred by the Recipient for the Approved Purpose during the 2011-12 financial year;

Scheme means the Racing Industry Capital Development Scheme.

1.2 In this Deed:

- (a) a reference to a person includes a reference to corporations and other entities recognised by law;
- (b) all monetary amounts refer to Australian currency;
- (c) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) headings have been inserted for convenience of reference only and are not intended to affect the meaning of this Deed;
- (e) the singular includes the plural and vice versa and words importing one gender include a reference to all other genders;
- (f) a covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally;
- (g) a reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- (h) where the day on or by which any act, matter or thing is to be done is not a Business Day, the act, matter or thing may be done on the next Business Day; and

- (i) in the case of any inconsistency between the Schedule and a clause in this Deed, the provisions of the clause will prevail to the extent of any inconsistency.

2. TERM

- 2.1 This Deed starts on the Commencement Date and, unless terminated earlier, will expire on the Expiry Date.

3. PAYMENT OF CONSULTANTS' FEES

- 3.1 Subject to clause 3.2, the State will reimburse the Recipient for the Consultants' Fees:

- (a) in the manner set out in item 1 of Schedule 1; and
- (b) within 20 Business Days of receiving a Correctly Rendered Invoice.

- 3.2 The Recipient must provide the State:

- (a) a copy of all invoices received by the Recipient for the Consultants' Fees;
- (b) proof of payment for the Consultants' Fees; and
- (c) any further details or documentation in regard to the Recipient's invoice that are reasonably requested by the State.

- 3.3 The State will reimburse the Recipient for the Consultants' Fees that relate directly to the Approved Purpose.

4. PAYMENT OF RECIPIENT'S COSTS

- 4.1 The Recipient may claim reimbursement of the Recipient's Costs up to the amount set out in item 2 of Schedule 1.

- 4.2 The State will reimburse the Recipient's Costs to the Recipient:

- (a) in the manner set out in item 1 of Schedule 1; and
- (b) within 20 Business Days of receiving a Correctly Rendered Invoice,

provided the State is satisfied, in its absolute discretion, that:

- (c) the Recipient is not in breach of this Deed; and
- (d) the Recipient's Costs relate directly to the Approved Purpose.

- 4.3 The Recipient must:

- (a) certify that each of the costs has been properly incurred; and

- (b) provide any further details or documentation in regard to the invoice that are reasonably requested by the State.

5. RECIPIENT'S ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) there is no obligation on the part of the State to reimburse the Recipient's Costs above the amount set out in item 2 of Schedule 1;
- (b) the reimbursement of the Recipient's Costs will reduce the funds available for direct investment in capital infrastructure under the Scheme; and
- (c) the making of any payment by the State is not an acknowledgment that the fees or costs to which such payment relates has been accepted by the State.

6. RECIPIENT'S OBLIGATIONS

6.1 The Recipient must:

- (a) ensure that the Recipient's Costs are for reasonable and actual expenses which directly relate to the Approved Purpose; and
- (b) in carrying out its obligations under this Deed, comply with all applicable Commonwealth, State and local government laws and regulations.

7. GOODS AND SERVICES TAX

- 7.1 The parties agree that reimbursement by the State under this Deed is not consideration for a taxable supply.
- 7.2 Despite clause 7.1, if any amount reimbursed by the State under this Deed is consideration for a taxable supply, the Recipient must remit GST to the Commissioner of Taxation as required by the GST Law and the State is not required to pay any additional amount on account of GST to the Recipient.

8. REPAYMENT OF FUNDS

- 8.1 If, at any time, the State forms the reasonable opinion or otherwise becomes aware that the State has made payments of the Funds to which the Recipient is not, in whole or part, entitled, the State may by written notice to the Recipient require the Recipient to repay that part of the Funds, and the Recipient must repay to the State the amount set out in the notice within 20 Business Days of receipt of the notice.

9. ACCOUNTING

9.1 The Recipient must:

- (a) keep at all times proper and adequate books of account in relation to the Recipient's Costs; and
- (b) if required by the State, provide a copy of such accounts to the State within 10 Business Days from the date of the State's request.

10. CONFIDENTIALITY

10.1 Each party undertakes not to disclose any Confidential Information under any circumstances without the prior consent of the other party, except:

- (a) to its staff and officers requiring that information for the conduct of their duties pursuant to this Deed;
- (b) to its accountants and legal advisors;
- (c) in respect of the State, to any relevant Ministers or the Parliament of Queensland; or
- (d) as required or permitted by law.

10.2 If a party discloses Confidential Information of the other party under one of the exceptions listed in clause 10.1, the disclosing party must take reasonable steps to maintain the confidentiality of the information.

10.3 The Recipient acknowledges that information relating to this Deed is potentially subject to disclosure to third parties under the *Right to Information Act 2009* (Qld).

10.4 The Recipient must immediately notify the State upon becoming aware of any breach of this clause.

11. INDEMNITY

11.1 In this clause a reference to 'the State' or the 'Recipient' respectively includes the State's and the Recipient's officers, employees, contractors and agents.

11.2 The Recipient releases, discharges and indemnifies the State, to the full extent permitted by law, from and against any Claim that may be brought against or made upon or incurred by the State arising directly or indirectly out of:

- (a) any wilful, negligent or unlawful act or omission of the Recipient; or
- (b) any breach of this Deed by the Recipient.

except to the extent that any act or omission by the State caused or contributed to the Claim.

12. TERMINATION

12.1 The State may immediately terminate this Deed by notice in writing if:

- (a) the Recipient is in breach of the Deed and:
 - (i) the breach is not capable of being remedied; or
 - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within 10 Business Days after a notice to remedy from the State specifying the breach;
- (b) any information the Recipient gives the State is false or misleading in any material respect;
- (c) an Insolvency Event occurs in relation to the Recipient.

13. EFFECTS OF TERMINATION OR EXPIRY

13.1 If this Deed is terminated by the State under clause 12, then the State will have no obligation to reimburse the Recipient for the Consultants' Fees and the Recipient's Costs not already reimbursed by the State.

13.2 Termination or expiry of this Deed will not affect any rights or remedies already accrued to either party under, or in respect of any breach of, this Deed and will not relieve either party of any obligation under this Deed that is expressed to continue after termination or expiry.

13.3 The following clauses will survive termination or expiry of this Deed:

- (a) Clause 8 (Repayment of Funds);
- (b) Clause 9 (Accounting);
- (c) Clause 10 (Confidentiality);
- (d) Clause 11 (Indemnity); and
- (e) Clause 13 (Effects of termination and expiry).

14. DISPUTE RESOLUTION

14.1 Subject to clause 14.7, the Recipient and the State agree to follow the following procedure prior to the commencement of litigation or other external dispute resolution procedure.

14.2 If either party notifies the other in writing that a dispute exists, then the parties will meet within 5 Business Days after receipt of the notice at a mutually convenient time and place or by telephone conference and attempt to resolve the dispute.

- 14.3 If, after 5 Business Days after meeting in accordance with clause 14.2, the parties cannot resolve the dispute to their satisfaction as agreed in writing, then either of them may give notice of the inability to resolve such dispute to their respective nominated chief executives. Within 10 Business Days after receipt of the notice, the chief executives will meet at a mutually convenient place or by telephone conference and attempt to resolve the dispute.
- 14.4 If after 10 Business Days the chief executives have not resolved the dispute to their satisfaction as agreed in writing, then either party may proceed in accordance with its remedies at law.
- 14.5 The parties may agree to escalate the dispute to any level at any time, or to attempt to resolve the dispute through mediation.
- 14.6 Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Deed.
- 14.7 Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this Deed at any time where that party seeks urgent interlocutory relief.

15. SET-OFF

- 15.1 The State may set off money due to the State from the Recipient, or damages, costs or expenses recoverable by the State from the Recipient, against money due to the Recipient under this Deed or another contract between the parties.

16. NOTICES

- 16.1 All notices in connection with this Deed must be in writing and must be delivered to the address of the party by hand or prepaid post or faxed to the party's facsimile number or emailed to its email address.
- 16.2 A notice will be deemed to be given:

- (a) if posted – 2 Business Days after the date of posting;
- (b) if delivered by hand during a Business Day– on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (d) if emailed – on the date of the email,

except that a fax, email or delivery received after 5:00 pm will be deemed to be given on the next Business Day.

- 16.3 The parties may from time to time change their respective addresses, telephone and facsimile numbers and email addresses by providing the other party with written notice.

17. GENERAL PROVISIONS

- 17.1 **Entire agreement** - This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements.
- 17.2 **Waiver** - No provision of this Deed will be deemed to be waived unless that waiver is in writing and signed by the waiving party. Any failure by a party at any time to enforce a clause of this Deed, or any forbearance, delay or indulgence granted by a party to the other will not constitute a waiver of the party's rights. A waiver by a party of a breach of any provision of this Deed will not operate as a waiver of any subsequent breach of the same provision or as a waiver of any other provision.
- 17.3 **Governing law** - This Deed will be construed according to the law of Queensland and the parties agree to submit to the jurisdiction of the courts of Queensland.
- 17.4 **Compliance with all laws** - Both parties must comply with all relevant laws in performing their obligations under this Deed.
- 17.5 **Severability** - If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.
- 17.6 **Further assistance** - Each party must do all things reasonably required to give effect to this Deed.
- 17.7 **No assignment** - Neither party may assign or sub-contract their rights and obligations under this Deed without the prior consent of the other party. The Recipient consents to the State assigning its rights and obligations under this Deed to any entity which may from time to time be responsible for carrying out the functions of the State.
- 17.8 **Costs** - Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Deed.
- 17.9 **Variation** - This Deed may be varied by agreement signed by both parties.
- 17.10 **Execution** - This Deed may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument. This Deed may be executed or delivered by facsimile transmission or electronic transmission with the same force and effect as if it were manually executed and delivered counterpart.

SCHEDULE 1 – Reference Items

Item	Description	Clause Reference	Details
1.	Manner of Payment	3.1(a) and 4.2(a)	By electronic funds transfer to an account nominated in writing by the Recipient
2.	Maximum permitted for Recipient's Costs	4.1	\$200,000.00
3.	State's contact details for notices	16	Principal Compliance Officer, Office of Racing (currently Pat Zuj, as at Commencement Date) Department of Employment, Economic Development and Innovation Level 15, 111 George Street, Brisbane GPO Box 46 Brisbane 4001 Telephone: 07 3234 1419 Facsimile: 07 3234 1411 Email: pat.zuj@racing.qld.gov.au
4.	Recipient's contact details for notices	16	Chief Financial Officer, Racing Queensland (currently Adam Carter, as at Commencement Date) Racing Queensland Limited Racecourse Road, Deagon 4017 PB Box 63, Sandgate 4017 Telephone: 07 3869 9720 Facsimile: 07 3269 8978 Email: acarter@racingqueensland.com.au

EXECUTED AS A DEED and delivered by the parties on the dates set out below:

SIGNED, SEALED AND DELIVERED for and
on behalf of the **STATE OF QUEENSLAND**
acting through the **Department of Employment
Economic Innovation and Development**

By R. J. SETTER (name),

Associate Director - General (position)

a person duly authorised to act on its behalf,

this 1 day of March 2012

in the presence of:

49-Sch4 - Signature

(signature of witness)

49-Sch4 - Signature

Signature of Authorised Officer

SIGNED, SEALED AND DELIVERED for and
on behalf of **RACING QUEENSLAND
LIMITED (ABN 52 142 786 874)**, in
accordance with section 127 of the
Corporations Act 2001

49-Sch4 - Signature

(signature of director/secretary)

Shara Louise Reid

(name of director/secretary)

49-Sch4 - Signature

(signature of director)

Robert Geoffrey Bentley

(name of director)

17 10 2012

(date)



Queensland Government

DEEDI

ABN 78 342 684 030

PO Box 15168, CITY EAST QLD 4002.

RACING QUEENSLAND LTD
PO BOX 63
SANDGATE QLD 4017

Date	02.03.2012
Vendor Number	939544
Vendor Fax	0732698929
Enquiries Telephone	3895 3748
Page	1 of 1

ELECTRONIC FUNDS TRANSFER ADVICE

This is to advise that funds will be electronically transferred to your nominated account at your financial institution, for payment/s as detailed below. Payments will appear on your statement on the next working day following the date of this advice, and will be accessible the following day.

Account Details

Branch/Account Number

49-Sch4 - Business affairs

Account Name

RACING QUEENSLAND LTD

Financial Institution

Location

Capital Office

Please direct all enquiries to the telephone number shown above, quoting the Payment Reference Number

The department accepts no responsibility for delays which may occur within the banking system.

Invoice Date	Invoice Number	Reference Number	Discount Amount	Net Amount
14.02.2012	SI/006423		0.00	3,075,919.64
	RICDS - REIMBURSEMENT OF EXTERNAL/INTERNAL COSTS			
			Total	\$3,075,919.64

Pages 150 through 151 redacted for the following reasons:

Sch3(7) LPP

Advisor	OK
Dated / /	
Approved / Not Approved	
Further information required	
Minister	
Dated / /	

To:
Rob Setter, Associate Director-
General, Science, Agriculture,
Food and Regional Services

Copy:
Mark Bermingham,
Acting Director-General,
Department of Employment,
Economic Development and
Innovation

From:
Mike Kelly, Executive Director,
Office of Racing

Endorsed:
Mike Kelly, Executive Director,
Office of Racing

6 March 2012

Execution of Licence to Occupy - Cronulla Park

Recommendation

1. That you execute the attached Licence to Occupy between the State represented by the Department of Employment, Economic Development and Innovation (DEEDI) and Racing Queensland Limited (**Attachment 1**).

Timing

2. Racing Queensland has requested access to the Cronulla Park site so that it can erect a sign as soon as possible.

Background

3. On 7 May 2010, a Deed of Grant for the Cronulla Park site was issued to the Department of Employment, Economic Development and Innovation (DEEDI).
4. The land is in the process of being transferred to Racing Queensland for the purpose of developing a new greyhound racing facility under the amended Industry Infrastructure Plan.
5. Racing Queensland requested urgent approval to access the land so that it can erect a sign advertising the construction of the new greyhound racing complex.
6. The request for access to the site was approved by you on 5 March 2012 (**Attachment 2**).
7. The Licence to Occupy (prepared by Legal Services) provides Racing Queensland with access to, and use of a portion of the property to erect and maintain signage for the period 7 March 2012 to 7 March 2015.

Attachments

8. Attachment 1 – Licence to Occupy
9. Attachment 2 – Approval for Racing Queensland to access land at Cronulla Park

Clearance

10. Legal Services drafted the Licence to Occupy.

Author

Mike Kelly, Executive Director, Office of Racing

Action Officer: Sandra Gordon, Principal Compliance Officer
Tel: 323 41378

☒ Approved ☐ Not approved ☐ Noted	Comments
49-Sch4 - Signature	
Rob Setter Associate Director-General Science, Agriculture, Food and Regional Services 08/03/17	

Licence to Occupy

(Single event use)

The State of Queensland acting through the Department of Employment,
Economic Development and Innovation

ABN 24 830 236 406

DEEDI

The Party identified in Item 1 of Schedule 1

Occupier

RTI DL RELEASE - NPSR

Licence to Occupy made at

on

Parties
The State of Queensland acting through the Department of Employment, Economic Development and Innovation ABN 24 830 236 406 of 80 Ann Street, Brisbane, in the State of Queensland
("DEEDI")
The Party Identified in Item 1 of Schedule 1
("Occupier")

Recitals

- A. DEEDI owns the Premises.
B. DEEDI has agreed to licence the access and use of the Premises to the Occupier on the terms and conditions of this licence.

The Occupier agrees to be bound by the following:

1. Definitions and interpretations

1.1 Definitions

In this licence:

"Commencement Date" means the date identified in Item 5 of Schedule 1.

"Expiry Date" means the date specified in Item 6 of Schedule 1.

"GST" means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

"GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Land" means the land owned by DEEDI and described as Lot 658 on Crown Plan SL12298, situated at 146-178 Kingston Road, Slack Creek.

"Licence Fee" means the fee identified at Item 4 of Schedule 1.

"Parties" means DEEDI and the Occupier and "Party" means either of them.

"Permitted Purpose" means the purposes set out in Item 3 of Schedule 1.

"Premises" means the parcel of land owned by DEEDI and specified at Item 2 of Schedule 1.

"State" means the State of Queensland.

2. Licence of Premises

2.1 Grant of Licence

Subject to the Occupier's compliance with its obligations under this licence, DEEDI grants the Occupier and its staff, agents and guests a non-exclusive licence to access and use the Premises for the Permitted Purpose during the Term.

2.2 No exclusive possession

(a) This licence does not confer on the Occupier any right of exclusive possession of any part of the Premises.

(b) DEEDI may at any time in its absolute discretion exercise all its rights including its right to enter and use the whole or any part of the Premises.

(c) The Occupier must not restrict DEEDI's access to the Premises in any way.

2.3 Personal rights only

The rights conferred on the Occupier by this licence are personal and do not create any tenancy or any estate or interest in the Premises.

2.4 No dealing

The Occupier cannot sublicense or part with or share possession of the Premises or assign, novate or otherwise transfer any of its rights or obligations under this licence.

3. Licence Fee

The Occupier will pay to DEEDI the Licence Fee in the amount and at the frequency set out in Item 4 of Schedule 1 for the use of the Premises.

4. Occupier's obligations and entitlements

4.1 Conditions of access and use

The Occupier must:

(a) not make any alterations to the Premises apart from erecting and maintaining an approved sign;

(b) not use the Premises for any purpose except the Permitted Purpose;

(c) comply on time with all laws and the requirements of authorities in connection with the Premises and the Occupier's use and occupation of the Premises;

(d) not keep or use inflammable, volatile or explosive materials on the Premises without DEEDI's consent; and

(e) not damage or destroy anything on the Premises.

5.	Nuisance	The Occupier will not carry out any activity at the Premises which is, or would reasonably be regarded by DEEDI, as a nuisance or as dangerous to other occupants or users, both present and future, of the Premises.
6.	Risk and indemnity	
6.1	Occupier accepts risk	(a) The Occupier enters and uses the Premises at its own risk. (b) DEEDI does not warrant that the Premises are safe or suitable for the Permitted Purpose.
6.2	Release and indemnity	(a) The Occupier releases and indemnifies DEEDI and its employees, representatives and agents from and against all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the use of the Premises. (b) To the full extent permitted by law, DEEDI and its employees, representatives and agents will not be liable to the Occupier for any special, indirect or consequential damages, including consequential financial loss arising out of the use of the Premises. (c) The Occupier's liability to indemnify DEEDI under paragraph (a) will be reduced proportionally to the extent that any negligent act or omission or breach of this licence by DEEDI caused the loss or liability.
7.	Insurance	(a) The Occupier will obtain and maintain all insurance appropriate in entering this licence including public liability insurance covering legal liability to third parties for bodily injury or property damage for the amount of \$10 million. (b) The Occupier shall, if requested by DEEDI to do so, provide proof of insurance acceptable to DEEDI.
8.	Term	
8.1	Events	This licence ends on the earliest to occur of: (a) the Expiry Date; and (b) the date this licence is terminated.
8.2	Occupier to vacate	When this licence ends, the Occupier must promptly remove all its possessions from the Premises and reinstate the Premises to the condition it was in at the beginning of this licence.
8.3	Failure to vacate	If the Occupier does not comply with its obligations under clause 8.2 on time, DEEDI may comply with these obligations (if necessary, in the Occupier's name) at the Occupier's risk and expense. The Occupier must pay DEEDI on demand as liquidated damages a sum equal to the cost to DEEDI of complying with that clause.
8.4	No option	The Parties agree that this licence will not be extended or renewed under any circumstances.
9.	Termination	
9.1	Termination Events	(a) DEEDI may, at any time immediately by notice, terminate this licence or reduce the Term, including (without limitation) for a machinery of government change. (b) This licence terminates immediately with effect upon DEEDI ceasing to own the Premises. (c) The Occupier is not entitled to compensation for loss of prospective profits resulting from termination of this licence
9.2	Pre-existing rights and survival	Clauses 5 (Nuisance), 6 (Risk and Indemnity), 8.2 (Occupier to vacate), 8.3 (Failure to vacate), and this clause 9.2 (Pre-existing rights and survival) survive expiry or termination of this licence for any reason whatsoever.
10.	General	
10.1	Entire agreement	To the extent permitted by law, this licence constitutes the entire agreement between the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
10.2	Jurisdiction and governing law	This licence is governed by and construed in accordance with the law of Queensland and the Parties hereby submit to the non-exclusive jurisdiction of the courts in Queensland.

Signed as a Deed

Signed for and on behalf of the State of
Queensland acting through the Department
of Employment, Economic Development
and Innovation ABN 24 830 236 406 on the

21 day of March by

R J SETTER a
person duly authorised to act in that behalf in the
presence of:

49-Sch4 - Signature

Signature of Witness

JULIAN JOHNSON
Name of Witness in full

Signed sealed and delivered

by Robert Geoffrey Bentley
a duly authorised representative of the Occupier on
the 5 day of March 2012 in the
presence of:

49-Sch4 - Signature

Signature of Witness

Deborah Louise Toohey
Name of Witness in full

Signature

49-Sch4 - Signature

49-Sch4 - Signature

Signature

Schedule 1

Item 1. (Occupier)

Name:	Racing Queensland limited
ABN/ACN (if applicable):	52 142 786 874
Address:	Racecourse Road Deagon
Postal Address:	PO Box 63 Sandgate Qld 4017
Telephone:	07 3869 9402
Facsimile:	07 3269 8978
Attention:	Project Director, Mark Snowden

Item 2. (The Premises): (clause 1.1)

That part of the Land as identified in the sketch plan contained in Schedule 2.

Item 3. (Permitted purpose): (clause 1.1)

Use of the Premises for erection of a sign, on the site specified as the location of the sign on the map at Schedule 2, and maintenance of such sign. Such sign must have been approved by DEEDI and by all relevant government and local government agencies prior to construction work on the site being undertaken.
One dollar (\$1.00) per annum payable upon demand

Item 4. (Licence Fee): (clause 3.1)

Item 5. (Commencement Date): (clause 1.1)

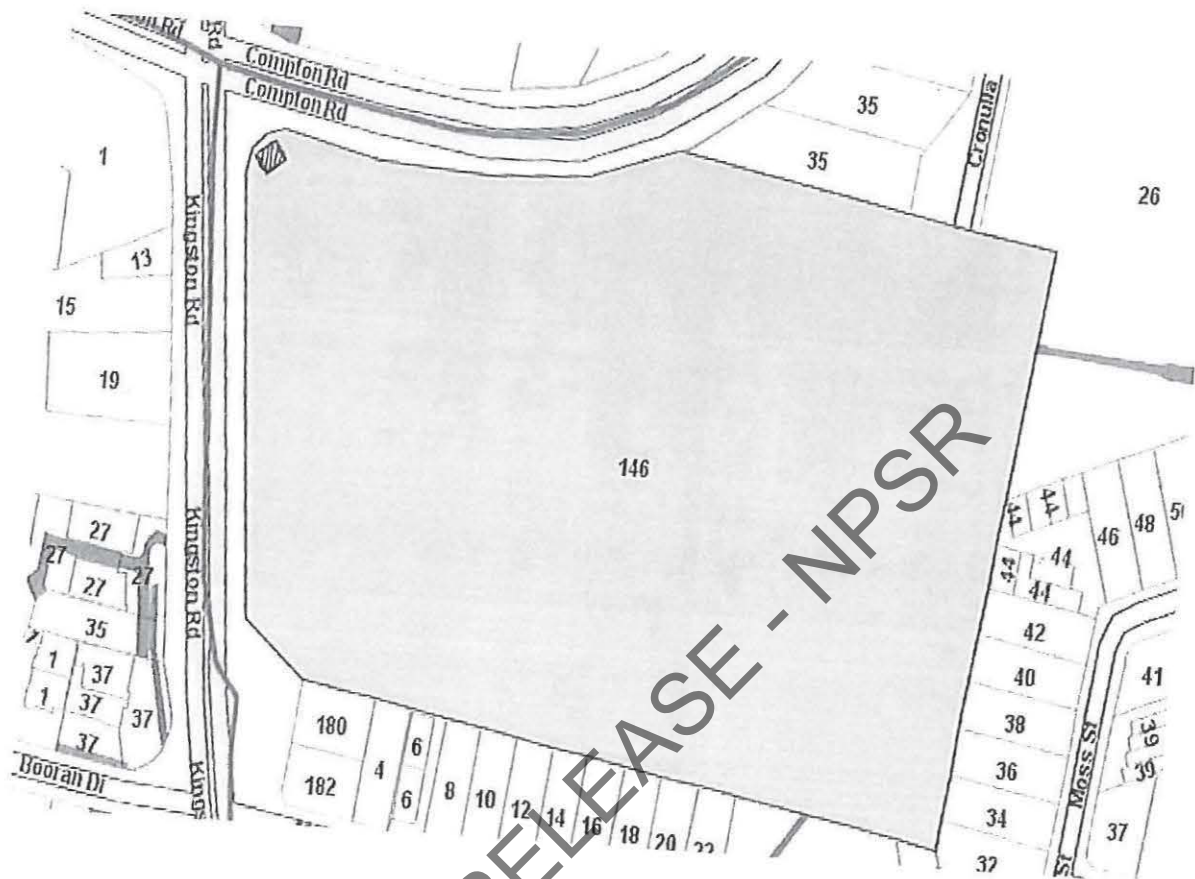
7 March 2012

Item 6. (Expiry Date): (clause 1.1)

7 March 2015

RTI DL RELEASE - NPSR

Schedule 2 – Sketch Plan of Premises
146-178 KINGSTON ROAD, SLACKS CREEK





15 May, 2012

BY: _____


**RACING
QUEENSLAND**

Mr Mike Kelly
Executive Director
Office of Racing
Locked Bag 180,
BRISBANE CITY EAST QLD 4002

Racing Queensland Limited
A.B.N 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Mr Kelly,

RE: QUARTERLY REPORT – CRONULLA PARK, LOGAN

As per the Funding Agreement between the State of Queensland (acting through the Department of Employment, Economic Development and Innovation) and Racing Queensland Limited (RQL), RQL is required, under Clause 5.1, to submit quarterly reports to the State.

As part of this agreement the State of Queensland will provide a total funding grant of \$23,503,915 being made up of two instalments being \$1,379,222 in the 2011/2012 financial year, and \$22,124,693 in the 2012/2013 financial year. In relation to these instalments RQL can confirm, as per the quarterly report below that the funds were expended or invested as per the scheme's objectives.

We advise that, \$83,823.16 has been drawn down and expended on Cronulla Park with a balance of funds as at 30 April 2012 of \$1,308,232.53 to be expended on the remainder of the project.

Received	Reconciliation of Cronulla Park, Logan		
17/02/2012	Amount Received Net of GST (Instalment 1)	\$1,379,222.00	
30/04/2012	Interest Received (in total)	\$12,833.69	
		\$1,392,055.69	{a}
Less	Cronulla Park, Logan		
30/04/2012	Expenditure to Date Net of GST	\$83,823.16	{b}
	Balance reinvested as 30/04/12	\$1,308,232.53	{a} - {b}

Project Status Report Details as at 30 April 2012:

The scope of works for this project includes the following;

- Main Facility building of 2,400m²
- Kennel Block of 363m²
- Training Kennels of 170m²
- Maintenance Shed of 270m²
- 640m Outer Race Track
- 450m Inner Race Track

- 275m Trialling Track
- Track Lighting
- 163 Space Car Park
- 50 Space Trailer Park

Milestone deliverables performance reporting as at 30 April 2012	
Milestone Deliverables	Deliverable Status
Deliverable 1 – Tracks & Infrastructure	
• Civil consultant brief	Behind schedule
• Civil consultant pricing	Behind schedule
• Civil consultant selection	Behind schedule
• Civil detailed design	Behind schedule
• Civil tender	Behind schedule
• Contractor selection / site establishment	Behind schedule
• Construction	Behind schedule
• Track opening	Behind schedule
Deliverable 2 – Public & Members Facility	
• Consultant brief	Behind schedule
• Consultant pricing	Behind schedule
• Consultant selection	Behind schedule
• Detailed design	Behind schedule
• Civil tender	Behind schedule
• Contractor selection / site establishment	Behind schedule
• Construction	Behind schedule
• Facility Opening	Behind schedule
Project impacts of success or failure of milestone deliverables for this period.	
<ul style="list-style-type: none"> • Upon the election of the new state government a review of all Industry Infrastructure Projects is currently being undertaken and has resulted in delays to milestone deliverables for this period. • Advice received from Office of Racing requesting that all new contracts, employee agreements & expenditure above \$20,000 be approved by the department. 	
Project impacts of success or failure of milestone deliverables for the remaining period of the project	
<ul style="list-style-type: none"> • Awaiting State Government confirmation of commitment for this project following a change in government. • Change in priorities by RQL Board of Directors. 	
As per section 4.21 of the Funding Deed I wish to advise that the following staff have been employed on a full-time basis to deliver this project	

- Mark Snowdon (Project Director) - Employee
- Russell Thompson (Senior Project Manager) - Contractor
- Todd Martindale (Project Manager) - Contractor
- Deanna Dart (Executive Assistant) - Employee

If you have any further queries please contact Mark Snowdon, Project Director on 3869 9402 or msnowdon@racingqueensland.com.au

Yours sincerely

49-Sch4 - Signature

MR ADAM CARTER
Acting Chief Executive Officer

RTI DL RELEASE - NPSR

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 14137530

Search Date: 27/06/2012 11:19

Title Reference: 50809734

Date Created: 07/05/2010

Previous Title: 40060275

REGISTERED OWNER

Dealing No: 713218226 07/05/2010

THE STATE OF QUEENSLAND

(REPRESENTED BY DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT AND INNOVATION)**ESTATE AND LAND**

Estate in Fee Simple

LOT 658 CROWN PLAN SL12298

County of STANLEY

Parish of YEERONGPILLY

Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 40060275 (Lot 658 on CP SL12298)

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
714019449	VEG NOTICE	19/08/2011 15:42	CURRENT
VEGETATION MANAGEMENT ACT 1999			

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Title Search **

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Requested By: D APPLICATIONS CITEC CONFIRM

Pages 164 through 171 redacted for the following reasons:

Sch3(7) LPP

2012-28

Miller, Carole

From: Customer Service Centre 400 George St [csc.csc@derm.qld.gov.au]
Sent: Tuesday, 10 July 2012 4:29 PM
To: Regulatory Racing Info
Subject: FW: Notice of intention to hold a public assembly saturday 28 july 2012 to protest the plans to construct a greyhound racing track on this site
Attachments: LCC_DOCS-#7861614-v1-Notice_of_intention_to_hold_a_public_assembly_saturday_28_july_2012_to_protest_the_plans_to_construct_a_greyhound_racing_.pdf; 7861614-Notice_of_intention_to_hold_a_public_assembly_saturday_28_july_2012_to_protest_the_plans_to_construct_a_greyhound_racing_track_on_this_site-vR.PDF

Good Afternoon,

Can you please arrange a response to the following email enquiry?

If you are aware of a more appropriate person or group within the department to respond, please forward this email on to them with a cc to info@derm.qld.gov.au

Thank you for your assistance.

Regards,

Anna

Customer Referral Centre

Telephone 13 74 68

From: Roberts, Shanna [mailto:ShannaRoberts@logan.qld.gov.au]
Sent: Tuesday, 10 July 2012 2:44 PM
To: Customer Service Centre 400 George St
Cc: Wyvill, Suzette; Buchanan, Katherine
Subject: FW: Notice of intention to hold a public assembly saturday 28 july 2012 to protest the plans to construct a greyhound racing track on this site

Hi there,

Could you please forward this to the department that handles this property within your organisation.

Thank you ☺

Kind Regards,
 Shanna Roberts
 Project and Business Support Officer

Logan City Council - Parks
 ☎: 07 3412 5524
 ✉: shannaroberts@logan.qld.gov.au
 LOGAN: A City for Families, Lifestyle and Business

 Before printing think about your responsibility & commitment to the Environment!

From: Wyvill, Suzette
Sent: Tuesday, 10 July 2012 8:16 AM
To: Parksadmin; TSAdmin
Subject: Notice of intention to hold a public assembly saturday 28 july 2012 to protest the plans to construct a greyhound racing track on this site

Correspondence for Action.

Regards

Records Management Program
 Records Management
 Providing Solutions
 Through Knowledge Sharing

For Correspondence enquiries - x5473/4355/5579/4351
 or email the Records inbox

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QUEENSLAND POLICE SERVICE

NOTICE OF INTENTION TO HOLD A PUBLIC ASSEMBLY



103923618

QP 0802
08/11
A2

Privacy Collection Statement

The Queensland Police Service is collecting your information for the purpose of recording your intention to hold a public assembly. The collection of this information is authorised by the *Peaceful Assembly Act 1992*. The information you provide will not be disclosed without your consent unless such disclosure is authorised by law, including the *Police Service Administration Act 1990*, the *Police Powers and Responsibilities Act 2000* and the *Information Privacy Act 2009*. You have a right to access personal information that the Queensland Police Service holds about you, subject to any exceptions in relevant legislation. If you wish to seek access to your personal information or inquire about the handling of your personal information, please contact the Queensland Police Service Right to Information and Privacy Unit by email at e-RTI@police.qld.gov.au, by telephone 07 3364 4666 or by facsimile 07 3364 4675.

(Please tick applicable box)

To: ☐ Commissioner of the Queensland Police Service
☒ Relevant local authority

Name of organisation: Animal Liberation Queensland
Name of organiser: Hayley Cotton
Address of organiser: _____ 49-Sch4

Contact details—Telephone no.: _____ Mobile no.: _____ 49-Sch4 - Mobile phone Fax no.: _____
Email: _____ 49-Sch4

Name of person giving notice: Hayley Cotton
Address of person giving notice: as above
Contact details—Telephone no.: _____ Mobile no.: as above Fax no.: _____
Email: as above

ASSEMBLY DETAILS

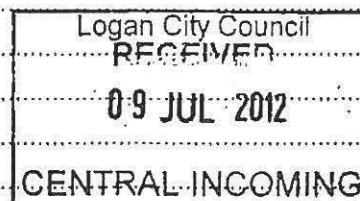
Day: 28 SATURDAY Date: 28 July 2012
Place: Clonulla Park (nr Kingston El Compton Rd, Slacks Creek)
Time participants assemble: 10:30 am/pm Time assembly to commence: 11:00 am/pm
Time assembly to conclude: 1:00 am/pm Expected number of participants: 50
Purpose of assembly: Protest to oppose the plans to construct a greyhound racing track on this site
Description of any sound amplification equipment to be used: Megaphone only

IF ASSEMBLY IS TO INCLUDE A PROCESSION

N/A

Do you propose to use? Roads ☐ Footpaths / bikepaths ☒
Time procession commences: _____ am/pm Time procession concludes: _____ am/pm

Proposed route: _____



Proposed stoppage point(s): N/A NO PROCESSION

Length of time at stoppage point(s): N/A

Do you propose to carry placards and/or banners? Yes ☒ No ☐

If Yes, supply details: We will have approximately 3 banners plus 10-15 smaller placards made from cardboard / foam etc

Are any special needs groups to be involved in the assembly? (e.g. Children, people with disabilities, etc.)

NO

Details of any vehicles involved: NO

How many marshals are available to manage the movement of the procession? 3-4 representatives

How will marshals be identified? from Animal Liberation QLD

Will marshals be moving with the procession or be stationed along the route to be travelled?

What is the means of communication between the organiser and the marshals? mobile phone

Who will be the person in charge on the day of the event? Hayley Cotten et 49-Sch4

How is this person able to be contacted by police? mobile 49-Sch4 - Mobile phone

I declare that the information and particulars set out herein are true and correct.

Signature of organiser: 49-Sch4 - Signature

Date: 5/7/12

Note: When completed, the original, signed copy of the assembly notice is to be sent to the Commissioner of Police, Queensland Police Service—by leaving it at, or by sending it to a police station in the district in which the assembly is to be held.

If it is proposed that the assembly will be held in, or pass through, a place that is a park, reserve, pedestrian mall, square or other public place—a copy of the assembly notice is also to be sent to any local authority having jurisdiction in relation to the place—by leaving it at, or by sending it to, the office of the clerk or town clerk of the local authority.

Pages 175 through 192 redacted for the following reasons:

49-Sch4 - Confidential communications
Sch3(7) LPP

2012-32

RAC/1001(3)

Perrett, Carol

From: Perrett, Carol
Sent: Thursday, 26 July 2012 3:03 PM
To: 49-Sch4
Subject: FW: Notice of Intention to Hold a Public Assembly
 Hayley

Thank you for confirming that you will be holding the public assembly on the council land.

Regards Carol

Carol Perrett

From: Regulatory Racing Info
Sent: Thursday, 26 July 2012 8:56 AM
To: Perrett, Carol
Subject: FW: Notice of Intention to Hold a Public Assembly

From: Hayley Cotton 49-Sch4
Sent: Wednesday, 25 July 2012 1:28 PM
To: Regulatory Racing Info
Subject: Re: Notice of Intention to Hold a Public Assembly

Hi Carole

Thank you for your letter. I can confirm that we do have a lawful permit. I also wanted to clarify that we will not be holding our public assembly on Cronulla Park itself, we will be on the footpath between the intersection of Beenleigh Kingston Rd and 35 Compton Rd. The footpath is council land.

If you have any other questions, please don't hesitate to contact me on 49-Sch4 - Mobile phone

Have a great day.

Hayley Cotton
 Animal Liberation Queensland

On 24/07/2012, at 2:44 PM, Regulatory Racing Info <info@racing.qld.gov.au> wrote:

Dear Ms Cotton,

I refer to your Notice of Intention to Hold a Public Assembly (Notice).

Please find attached correspondence concerning this Notice.

Kind regards

Carole Miller
 Office of Racing
 Department of National Parks, Recreation, Sport and Racing
 PO Box 15187, City East Q 4002

=====
P: +61 7 323 41400
F: +61 7 323 41411
E: info@racing.qld.gov.au

<ED letter to Animal Liberation re protest_24.07.2012.pdf>

RTI DL RELEASE - NPSR

TRANSMISSION VERIFICATION REPORT

TIME : 24/07/2012 14:37
NAME : OFFICE OF RACING
FAX : 0732341411
TEL : 0732341400

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

24/07 14:36
038261841
00:01:08
04
OK
STANDARD
ECM

RTI DL RELEASE - NPSR



**Department of National Parks,
Recreation, Sport and Racing**

OFFICE OF RACING

Level 15, 111 George Street, Brisbane Qld 4000
PO Box 15187
CITY EAST QLD 4002
Tel: +61 7 3234 1400
Fax: +61 7 3234 1411

Facsimile Transmission

If problems occur with this transmission, please call +61 7 3234 1400

TO: Officer in Charge **FAX:** 3826 1841
Phone No: 3826 1888
FROM: Office of Racing **Phone NO:**
DATE: 24 July 2012 **NO. OF PAGES:** 4
(including this page)

**SUBJECT: Regarding Notice of Intention to Hold a Public Assembly by
Animal Liberation Queensland at the corner of Kingston St and Compton
Road, Slacks Creek on Saturday 28 July 2012**

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Queensland
Government

Department of National Parks, Recreation, Sport and Racing

Reference No: RAC-01021 (3)

24 July 2012

Ms Annette Guice
President
Animal Liberation Queensland
PO Box 463
ANNERLEY QLD 4103

Attention: Ms Hayley Cotton

49-Sch4

Dear Ms Guice

I refer to the attached Notice of Intention to Hold a Public Assembly (**Notice**) received by this office in regards to a property located at the corner of Kingston St and Compton Road, Slacks Creek, otherwise known as 'Cronulla Park'.

Please be advised that the property referred to in the Notice is private property owned by the State of Queensland and that the State does not consider the property to be a *public place* for the purposes of the *Peaceful Assembly Act 1992*.

The State reserves its rights to prosecute any trespassers and to have trespassers removed from the property in accordance with the law.

I hope this information has been of assistance to you.

Yours sincerely

49-Sch4 - Signature

Carol Perrett
A/Executive Director
Office of Racing

Enc Notice of Intention to Hold a Public Assembly

Cc Commissioner of the Queensland Police Service
Police Headquarters
GPO Box 1440, Brisbane QLD 4001



posted to
Animal
Lib QLD
24/7

posted
cc to
Pol: @
24/7

Office of Racing

Level 15, 111 George Street
PO Box 15187
City East Qld 4002

Telephone +61 7 3234 1400
Facsimile +61 7 3234 1411

TRANSMISSION VERIFICATION REPORT

TIME : 24/07/2012 14:33
NAME : OFFICE OF RACING
FAX : 0732341411
TEL : 0732341400

DATE, TIME	24/07 14:33
FAX NO./NAME	038261841
DURATION	00:00:41
PAGE(S)	04
RESULT	OK
MODE	STANDARD
	ECM

RTI DL RELEASE - NPSR

Gordon, Sandra

From: Baulch, Emily
Sent: Wednesday, 1 August 2012 3:20 PM
To: Gordon, Sandra
Subject: RE: Enquiry re Private Property signs

Hi,

You can go through whoever will provide the service, as long you follow the standard government procurement process.

Regards
 Emily Baulch

From: Gordon, Sandra
Sent: Wednesday, 1 August 2012 2:18 PM
To: Baulch, Emily
Subject: RE: Enquiry re Private Property signs

So do we need to go through Qbuild or can we do it through whatever means??

Thanks for the assistance Emily

Regards

Sandra Gordon

Principal Compliance Officer

Office of Racing

Department of National Parks, Recreation, Sport and Racing

Level 15, 111 George Street, Brisbane, City East, Qld 4002

PO Box 15187, City East QLD 4002

p: +61 7 3234 1378

e: sandra.gordon@racing.qld.gov.au

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From: Baulch, Emily
Sent: Monday, 30 July 2012 8:50 AM
To: Gordon, Sandra
Subject: RE: Enquiry re Private Property signs

Hi Sandra,

From: Baulch, Emily
Sent: Wednesday, 25 July 2012 3:56 PM
To: Gordon, Sandra
Subject: RE: Enquiry re Private Property signs

Thankyou - i will be in contact soon :)

Regards
Emily

From: Gordon, Sandra
Sent: Wednesday, 25 July 2012 12:47 PM
To: Baulch, Emily
Subject: Enquiry re Private Property signs

Hi Emily

I refer to our conversation regarding Private Property signs.

The State owns a block of vacant land that is partially fenced. We have recently received advice suggesting that "Private Property No Trespassing" signs be erected on the perimeter of the property.

Please advise the process for having this request completed.

I look forward to your response

Kind regards

Sandra Gordon

Principal Compliance Officer

Office of Racing

Department of National Parks, Recreation, Sport and Racing

Level 15, 111 George Street, Brisbane, City East, Qld 4002

PO Box 15187, City East QLD 4002

p: +61 7 3234 1378

e: sandra.gordon@racing.qld.gov.au

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Pages 201 through 204 redacted for the following reasons:

Sch3(7) LPP



Hon Steve Dickson MP
Member for Buderim



2012-12-20
RAC/1021(4)
**Queensland
Government**

Minister for National Parks,
Recreation, Sport and Racing

Ref CTS11152/12
RAC-00790

20 AUG 2012

The Honourable John McVeigh MP
Minister for Agriculture, Fisheries and Forestry
Member for Toowoomba South
PO Box 3005
Village Fair
TOOWOOMBA QLD 4350

Dear Minister

Thank you for your email of 7 August 2012 attaching correspondence you received concerning the proposal for a new greyhound racing facility at Cronulla Park, Logan.

The proposal to construct a new greyhound racing facility at Logan was a commitment made by the previous government under the Racing Industry Infrastructure Plan, in conjunction with Racing Queensland Limited.

Our government has committed to conducting a comprehensive review of the Industry Infrastructure Plan to ensure funding is allocated to projects that will deliver the best outcome for the future of the industry. No commitment has been made by our government for a greyhound facility at Logan.

I hope this information is of assistance. Should you have any further enquiries, please contact Mr Rhys Turner, Chief of Staff in my office on telephone 07 3224 7477.

Yours sincerely

Steve Dickson MP
Minister for National Parks, Recreation, Sport and Racing

Level 7
111 George Street Brisbane Qld 4000
PO Box 15187 City East
Queensland 4002 Australia
Telephone +61 7 3224 8113
Facsimile +61 7 3210 2190
Email NationalParks@ministerial.qld.gov.au



Minister for National Parks, Recreation, Sport, and Racing Ministerial Correspondence Action Sheet



Review By:	Action Required:	Action By:	
☐ Minister ☐ Director General ☐ Assistant Minister ☐ Chief of Staff ☒ Policy Advisor <div> ☐ Sport ☐ National Parks ☒ Racing </div> ☐ Media Advisor ☐ Office Manager ☐ Backbench Liaison ☐ Administration	☐ Briefing Note ☒ Reply from Minister ☐ Reply from Director General ☐ Reply from Assistant Minister ☐ Reply from Chief of Staff ☐ Reply from Policy Advisor <div> ☐ Sport ☐ National Parks ☐ Racing </div> ☐ Reply from Media Advisor ☐ Reply from Office Manager ☐ Reply from Backbench Liaison ☐ Reply from Administration ☐ For Information ☐ No Response Required - File ☐ No Response Required - Destroy	☐ Ministerial Office ☒ Department	☒ Department
		Timeframe:	Timeframe:
		☐ Same Day ☐ Tomorrow ☐ 2 Days ☐ 3 Days ☐ 4 Days ☐ 5 Days ☐ 5 Days +	☐ Same Day ☐ Tomorrow ☐ 2 Days ☒ 3 Days ☐ 4 Days ☐ 5 Days ☐ 5 Days +

Copy to: _____

Comments: **URGENT**

Please prepare response to Min.

- establishment of Greyhound track @ Logan is an initiative of the former govt: first promised in 2008, but never delivered.

- the govt is currently reviewing the existing infrastructure plan to ensure that it aligns with our priorities.

- we are yet to form a view on whether it will go ahead.

Name: 13-055

Signature: DL Documents

Date: 8/8/2012

7 AUG 2012

7 AUG 2012

Kaylie-Anne Beasley

From: Toowoomba South Electorate Office
<Toowoomba.South@parliament.qld.gov.au>
Sent: Tuesday, 7 August 2012 2:14 PM
To: NPRSR
Subject: Greyhound track at Logan correspondence
Attachments: Greyhound racing correspondence.pdf

Dear Minister

Attached is a copy of correspondence I have received in relation to the greyhound track at Logan.

I would appreciate your comments as I am meeting with the CEO of the Toowoomba Showgrounds on 16 August and will be discussing the re-establishment of the greyhound track at the showgrounds.

Thank you for your advice.

Hon John McVeigh MP
Minister for Agriculture, Fisheries and Forestry Queensland
Member for Toowoomba South

Electorate Office
566 Ruthven St
PO Box 3005
Village Fair, Toowoomba Q 4350
E-mail: Toowoomba.south@parliament.qld.gov.au
Phone: (07) 4639 1199 Fax: (07) 4639 1045

Ministerial Office
80 Ann Street
GPO Box 46
BRISBANE Q 4001
E-mail: john.mcveigh@ministerial.qld.gov.au
Phone: (07) 3239 3000 Fax: (07) 3229 8541

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RTI DL RELEASE - NPSR

✓

A/1

For all to read and judge

The economic recovery of Queensland is of paramount importance but

Is it policy for the LNP to copy a Labor backed initiative??????????

To this end, I wish to present some facts about the potential LNP funding for a greyhound track at a former waste site at Logan viz. Cronulla

Information that is lacking is detailed expenses regarding:-

- The cost of methane gas disposal and monitoring.
- The fees to be paid on account of the Carbon Tax.
- Disposal of liquid drainage – berms run through the site.
- Expensive water and sewerage installations.
- The breaking of the clay cover to install lighting towers.

Logan's (Cronulla) potential as a business model:

- The possibility of supporting a venture that could backfire on the business acumen of the LNP and is not worth the risk as a failed venture.
- No bank manager would consider taking a waste dump as collateral.
- Why did other organizations reject the use of the former dump? Was it because the ongoing maintenance costs were prohibitive?

More importantly,

Would the LNP want to be seen supporting a Labor initiative?

The former CEO of Racing Queensland Limited and its Labor aligned board, including Bill Ludwig, was directed to forget Deagon and support Logan (Cronulla) in the hope of shoring up Labor votes.

Please give consideration to this. Surely there are alternatives?

Majority of people want Logan as it is central to everyone i.e. from the north side of Brisbane, Gold Coast & Nthn Rivers of NSW, and all the people out Capalaba way & all the people out beyond Ipswich.

If not Cronulla Park, something in a similar location central to all.

2011-12
028/00000 34-
003

OFFICE OF RACING
3 SEP 2012
RECEIVED



3rd September, 2012

Mr Mike Kelly
Executive Director
Office of Racing
Locked Bag 180,
BRISBANE CITY EAST QLD 4002

Racing Queensland Limited
A.B.N 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 8929
E licensing@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Mr Kelly,

RE: QUARTERLY REPORT – CRONULLA PARK, LOGAN

As per the Funding Agreement between the State of Queensland (acting through the Department of Employment, Economic Development and Innovation) and Racing Queensland Limited (RQL), RQL is required, under Clause 5.1, to submit quarterly reports to the State.

As part of this agreement the State of Queensland will provide a total funding grant of \$23,503,915 being made up of two instalments being \$1,379,222 in the 2011/2012 financial year, and \$22,124,693 in the 2012/2013 financial year. In relation to these instalments RQL can confirm, as per the quarterly report below that the funds were expended or invested as per the scheme's objectives.

We advise that, \$110,515.31 has been drawn down and expended on Cronulla Park with a balance of funds as at 31 July 2012 of \$1,297,116.86 to be expended on the remainder of the project.

Received	Reconciliation of Cronulla Park, Logan		
17/02/2012	Amount Received Net of GST (Instalment 1)	\$1,379,222.00	
31/07/2012	Interest Received (in total)	\$28,410.17	
		\$1,407,632.17	{a}
Less	Cronulla Park, Logan		
31/07/2012	Expenditure to Date Net of GST	\$110,515.31	{b}
	Balance reinvested as 31/07/12	\$1,297,116.86	{a} - {b}

Project Status Report Details as at 31 July 2012:

The scope of works for this project includes the following;

- Main Facility building of 2,400m²
- Kennel Block of 363m²
- Training Kennels of 170m²
- Maintenance Shed of 270m²
- 640m Outer Race Track
- 450m Inner Race Track
- 275m Trialling Track
- Track Lighting
- 163 Space Car Park
- 50 Space Trailer Park

Milestone deliverables performance reporting as at 31 July 2012	
Milestone Deliverables	Deliverable Status
Deliverable 1 – Tracks & Infrastructure	
• Civil consultant brief	Behind schedule
• Civil consultant pricing	Behind schedule
• Civil consultant selection	Behind schedule
• Civil detailed design	Behind schedule
• Civil tender	Behind schedule
• Contractor selection / site establishment	Behind schedule
• Construction	Behind schedule
• Track opening	Behind schedule
Deliverable 2 – Public & Members Facility	
• Consultant brief	Behind schedule
• Consultant pricing	Behind schedule
• Consultant selection	Behind schedule
• Detailed design	Behind schedule
• Civil tender	Behind schedule
• Contractor selection / site establishment	Behind schedule
• Construction	Behind schedule
• Facility Opening	Behind schedule
Project impacts of success or failure of milestone deliverables for this period. <ul style="list-style-type: none"> • Upon the election of the new state government a review of all Industry Infrastructure Projects was undertaken and has resulted in delays to milestone deliverables for this period. • Correspondence issued to Office of Racing dated 18 July advising that the Logan development no longer formed part of Phase One of RQL's Infrastructure Plan 	
Project impacts of success or failure of milestone deliverables for the remaining period of the project <ul style="list-style-type: none"> • 	

If you have any further queries please contact Warren Williams, General Manager of Operations on 3869 9789 or wwilliams@racingqueensland.com.au

Yours sincerely

49-Sch4 - Signature

MR ADAM CARTER
Acting Chief Executive Officer

Pages 213 through 214 redacted for the following reasons:

Sch3(2) Cabinet information after commencement

MILLER Carole

From: Lorraine Hardgrave <Lorraine.Hardgrave@ministerial.qld.gov.au>
Sent: Tuesday, 20 November 2012 1:31 PM
To: DLO NPRSR
Cc: Lowe Trinity
Subject: FW: Meeting dates for Cr Russell Lutton - CTS 17661/12

Importance: High

Categories: Danny

The Minister will be meeting with Ms Deborah Arnold of United Qld Greyhound Association and Cr Lutton of Logan City Council on Tuesday, 27 November at 3pm at Parliament House.

Would you please provide briefing for this meeting to be made available to our office by 3pm Friday, 23 November as per email below.

Regards

Lorraine Hardgrave
Office Manager/Executive Officer
Hon Steven Dickson MP
Minister for National Parks; Recreation; Sport; and Racing

Level 7 | 111 George Street | Brisbane
PO Box 15187 | City East | Qld 4002
Ph: 07 3224 7477 | M49-Sch4 - Mobile phone
Email: Lorraine.hardgrave@ministerial.qld.gov.au

From: Crawford, Sarah
Sent: Tuesday, 23 October 2012 1:36 PM
To: 'lorraine.hardgrave@ministerial.qld.gov.au'
Cc: Lutton, Russell
Subject: Meeting dates for Cr Russell Lutton

Hi Lorraine

As discussed, could you kindly advise of some dates where Mr Steve Dickson is available to meet with Cr Russell Lutton and Deborah Arnold of United Qld Greyhound Association to discuss the future of the greyhound racing industry and the future of Cronulla Park.

Cr Lutton has asked if this meeting could be organised asap.

I appreciate your assistance in this matter.

Thank you

Sarah

Sarah Crawford | Councillors Executive Support Officer | **Logan City Council**

Phone: 07 3412 5912 | PO Box 3226 Logan City DC Qld 4114 | sarahcrawford@logan.qld.gov.au
www.logan.qld.gov.au | facebook.com/logancitycouncil | twitter.com/logancc

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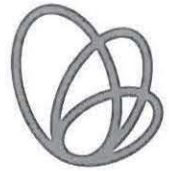
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RTI DL RELEASE - NPSR

OFFICE OF RACING

10 DEC 2012

RECEIVED



RACING
QUEENSLAND

6th December, 2012

Mr Mike Kelly
Executive Director
Office of Racing
Locked Bag 180,
BRISBANE CITY EAST QLD 4002

RECEIVED
07 DEC 2012

BY:

Racing Queensland Limited
A.B.N 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Mr Kelly,

RE: QUARTERLY REPORT – CRONULLA PARK, LOGAN

As per the Funding Agreement between the State of Queensland (acting through the Department of Employment, Economic Development and Innovation) and Racing Queensland Limited (RQL), RQL is required, under Clause 5.1, to submit quarterly reports to the State.

As part of this agreement the State of Queensland will provide a total funding grant of \$23,503,915 being made up of two instalments being \$1,379,222 in the 2011/2012 financial year, and \$22,124,693 in the 2012/2013 financial year. In relation to these instalments RQL can confirm, as per the quarterly report below that the funds were expended or invested as per the scheme's objectives.

We advise that, \$111,897.46 has been drawn down and expended on Cronulla Park with a balance of funds as at 31 October 2012 of \$1,311,167.27 to be expended on the remainder of the project.

Received	Reconciliation of Cronulla Park, Logan		
17/02/2012	Amount Received Net of GST (Instalment 1)	\$1,379,222.00	
31/10/2012	Interest Received (in total)	\$43,842.73	
		\$1,423,064.73	{a}
Less	Cronulla Park, Logan		
31/10/2012	Expenditure to Date Net of GST	\$111,897.46	{b}
	Balance reinvested as at 31/03/12	\$1,311,167.27	{a} - {b}

Project Status Report Details as at 31 October 2012:

The scope of works for this project includes the following;

- Main Facility building of 2,400m²
- Kennel Block of 363m²
- Training Kennels of 170m²
- Maintenance Shed of 270m²
- 640m Outer Race Track
- 450m Inner Race Track
- 275m Trialling Track
- Track Lighting
- 163 Space Car Park
- 50 Space Trailer Park

Milestone deliverables performance reporting as at 31 October 2012	
Milestone Deliverables	Deliverable Status
Deliverable 1 – Tracks & Infrastructure	
• Civil consultant brief	Behind schedule
• Civil consultant pricing	Behind schedule
• Civil consultant selection	Behind schedule
• Civil detailed design	Behind schedule
• Civil tender	Behind schedule
• Contractor selection / site establishment	Behind schedule
• Construction	Behind schedule
• Track opening	Behind schedule
Deliverable 2 – Public & Members Facility	
• Consultant brief	Behind schedule
• Consultant pricing	Behind schedule
• Consultant selection	Behind schedule
• Detailed design	Behind schedule
• Civil tender	Behind schedule
• Contractor selection / site establishment	Behind schedule
• Construction	Behind schedule
• Facility Opening	Behind schedule
Project impacts of success or failure of milestone deliverables for this period. <ul style="list-style-type: none"> • Upon the election of the new state government a review of all Industry Infrastructure Projects was undertaken and has resulted in delays to milestone deliverables for this period. • Correspondence issued to Office of Racing dated 18 July advising that the Logan development no longer formed part of Phase One of RQL's Infrastructure Plan 	
Project impacts of success or failure of milestone deliverables for the remaining period of the project <div></div>	

If you have any further queries please contact Warren Williams, General Manager of Operations on 3869 9789 or wwilliams@racingqueensland.com.au

Yours sincerely

49-Sch4 - Signature

MR ADAM CARTER
Acting Chief Executive Officer