

**IN THE MATTER OF AN APPLICATION TO THE VICTORIAN GAMBLING AND CASINO  
CONTROL COMMISSION BY  
PJ COOK INVESTMENTS PTY LTD FOR THE INSTALLATION OF  
AN ADDITIONAL TWENTY-EIGHT (28) ELECTRONIC GAMING  
MACHINES AT THE FYANSFORD HOTEL, 67 HYLAND STREET,  
FYANSFORD**

**WITNESS STATEMENT OF STEPHEN JOHN BEAUMONT**

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Date of document:	April 2026
Filed on behalf of:	Applicant
Prepared by:	
BAZZANI SCULLY PRIDDLE	Tel: 9670 0722
Lawyers	Fax: 9670 0622
Level 15, 200 Queen Street	DX: 464 Melbourne
Melbourne VIC 3000	Ref: AE:237566

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**Introduction**

1. My full name is Stephen John Beaumont. My address is [REDACTED].
2. I am a director of PJ Cook Investments Pty Ltd (**the Applicant**) being the entity seeking permission to install an additional twenty-eight (28) electronic gaming machines (**EGMs**) at the Fyansford Hotel, 67 Hyland Street, Fyansford VIC 3218 (**the Hotel**).
3. The Hotel forms a part of the wider Cook Beaumont Hotel Group (**the Group**).
4. I am the managing director of the Group and have been an Hotelier my entire life – having also worked in family pubs as a young person. I am a life member of the Australian Hotels Association in recognition of my service to the industry. My CV is attached as **Annexure One**.
5. I started the Group with Mr Peter Cook in 1989 when we purchased the Albion Hotel, 327 Lonsdale Street, Dandenong. This was the first hotel that I purchased and ran with Mr

Cook. Prior to this time, I was State Manager for Victoria of the Billabong Hotel Group, which operated hotels in Victoria, New South Wales, Queensland and South Australia. I held this position from 1978 to 1989. Mr. Cook was the Operations Manager of Billabong Hotels, and together we were responsible for rolling out the Billabong Family Bistro Concept with associated children's play areas.

6. The Group now operates a total of (24) venues throughout Victoria and Queensland. A list of the venues is **attached** to this statement at **Annexure Two**.
7. The Group operates its venues consistent with a philosophy of providing quality, well-operated venues with a broad range of facilities. Our venues are generally modest to mid-sized and we aim for them to appeal to a broad demographic.
8. Currently only (13) of our venues operate EGMs, two (2) of which are in Queensland, and two (2) of which are clubs (which we manage on behalf of the licensee).
9. The provision of EGMs is not the primary focus of our Group's operations, as demonstrated by the attached list. However, the abolition of the duopoly in 2012 allowed the Group to consider offering a wider range of facilities and increase the number of venues operated within the Group that offer gaming, which may not otherwise have been possible.
10. The Group's focus is on smaller venues, with relatively low machine numbers and a quality food and beverage offer. Under the previous duopoly of Tattersall's and Tabcorp, these venues were not generally supported because they did not produce sufficient gaming revenue. However, the implementation of the owner/operator model of gaming machine supply arrangements in Victoria has assisted in opening the market to greater competition, and allowed us to develop venues of this type.
11. In particular, following the abolition of the duopoly we acquired and obtained premises approvals for:
  - (a) This Hotel;
  - (b) The Peppermill Hotel, Kialla;
  - (c) The Robin Hood Hotel, Ballarat; and

- (d) Rafferty's Tavern, Warrnambool.
12. In addition, renovations are currently underway at the Huntly Hotel, Huntly, which received a premises approval in 2024. The Group has an interest in that Hotel along with Mr Peter Cook.
  13. The key focus of the Group is to provide traditional hotels, with a strong food focus, in a wide range of locations. In particular, we operate multiple venues in regional and country areas of Victoria. We also have some venues which are purely accommodation focused. These include the Denison Boutique Hotel, an (18) room, four star hotel in Rockhampton, the Railway Motel in Mt. Morgan (QLD) with (13 ) three star rooms and the Blazing Stump Motel in Wodonga with 60 four star rooms.
  14. Our Group has received various awards in the past for our hotels, including:
    - (a) Best Renovated Hotel by AHA in relation to the Glenferrie Hotel in Hawthorn in 2010;
    - (b) Best Outdoor Area in 2009 for the Criterion Hotel in Yarrawonga; and
    - (c) AHA Best Renovated Hotel in relation to the Elgin Inn for 2011.
    - (d) "Finalist" in the AHA best hotel Group Operator in 2023
    - (e) AHA Best Line Entertainment Venue for Rafferty's Tavern in 2024
  15. The Group prides itself on its ability to identify, acquire, renovate and reinvigorate hotels that are not operating to their full potential.
  16. Whilst I do get out to the venues as much as I am able, as the Commission will appreciate, with a portfolio of pubs as large as mine, my time in each venue is reasonably limited on a monthly basis. I rely on my venue and operations managers to report back to me in relation to day to day operations of the Hotels.

### **The Fyansford Hotel**

17. The Fyansford Hotel is located within the growth area of Fyansford outside of central Geelong. The Hotel provides a good range of facilities at a relatively high standard. The surrounding area of the Hotel is picturesque and the Hotel has a lovely heritage façade.

18. The hotel currently comprises:
- (a) A bistro with seating for approximately 260 patrons. The bistro currently serves meals to approximately 3000 patrons per week;
  - (b) A bistro overflow area which also caters for functions
  - (c) A medium sized function room with an adjacent semi-enclosed courtyard
  - (d) A modest bar with a lounge area and TAB facilities
  - (e) A gaming lounge that is approved to operate 40 EGMs; and
  - (f) Ancillary external areas and a small children's play area.
19. Since we commenced operating the Hotel there has been an enormous amount of residential growth in the surrounding areas. Demand for Hotel facilities has quickly outstripped the size and layout of the pub.
20. An existing conditions plan is **attached** to this statement as **Annexure Three**.
21. The food offer at the Hotel has been extremely popular, predominantly on the basis of the excellent value for money that it offers, combined with the Hotel's ability to seat large groups within the bistro.
22. Whilst the bistro is broken up into several discrete areas and one is labelled "Bistro / Functions" on the existing conditions plan, in reality we are unable to offer this space for functions during peak periods as it is needed for bistro reservations.
23. In the event that this application is approved, significant works will be undertaken at the venue in accordance with the plans **attached as Annexure Four**. An additional 160 square meters of floor space will be added to ensure that the venue will accommodate the current bistro trade as well as the demand for functions.
24. I was responsible for completion of the application form and annexure as part of this application and for most of the calculations as to the economic impacts arising from the proposal where those impacts are referable to trade at the Hotel. In particular, I can advise the Commission that if this application is approved:

- (a) The total cost of the works will be approximately \$1.1m - \$1.2m;
  - (b) We anticipate that the works would allow an additional 440 patrons per week to use the Hotel, of which 20% may also use the gaming room.
  - (c) I estimate approximately \$427,000 in additional annual value of supply contracts
  - (d) Additional complementary expenditure at the Hotel will be approximately \$1,000,000 per annum
  - (e) We anticipate a total of an additional 6.1 equivalent full-time (EFT) positions would be created, comprising
    - i. An additional 2.9 EFT in the gaming room
    - ii. An additional 3.2 EFT in the balance of the Hotel
25. The proposed works will not be undertaken unless this application is approved, as our bank will not be in a position to fund them. The letter from the Commonwealth Bank is attached as **Annexure Five**
26. There is currently an all day dinning offer at the Hotel so that food is available to our customers at all times as set out in our venue manager's statement.

## **Bell Park Football Club**

27. Our venue manager Jayden Jacobson has been involved in the Group for many years now. By virtue of Jayden being local and in his role as venue manager he has cultivated good relationships with many sporting and community groups.
28. Partnerships in relation to sponsorship either in cash or in kind and use of facilities is part of what it means for pubs to perform their broader role in the community.
29. Jayden development a good relationship with the Bell Park Football Club (**the Club**) and over time that partnership expanded from simply donations but to help with the canteen and, over time, assistance with staffing.
30. Jayden introduced us to the Club after a time as the Club had expressed a desire to exit from gaming and wanted our assistance to do so. Following that introduction we approached our lawyers and negotiations were entered into between ourselves and the Club. The objective was for the Club to exit gaming but for it to continue to derive some 'benefit' from doing so into the future.

31. Ultimately, an agreement was entered into between the parties. That agreement is **attached as Annexure Six (the Deed)**.
32. The Deed essentially provides for the following:
- (a) The Club and the Applicant to work together to obtain approvals for the Fyansford Hotel to increase its approved number of gaming machines by 28;
  - (b) Once those approvals are in place the Club will remove its Club entitlements from the LGA and introduce Hotel category entitlements for operation (noting that these are yet to be sourced);
  - (c) In 'exchange' the Hotel will sponsor the Club in the sum of \$120,000 per annum into perpetuity; and
  - (d) The Deed is intended to bind future operators of the Hotel and thus protect the Club's ongoing sponsorship into the future.
33. Although not in the Deed we anticipate that his partnership will also continue to have extraneous elements such as assistance with staff and catering where appropriate. It is intended to be a genuine community partnership into the future so that the Hotel can assist with the continued operation of the Club which I understand to be an important and long-standing member of the community.
34. I do appreciate that 28 is a large top up and acknowledge this will increase size of gaming offer significantly. This is something that we have considered carefully given our overall business model of ensuring that gaming does not dominate our venues.
35. However, when I consider the future plans for the Hotel and the anticipated growth in this part of Geelong I consider that even with such a material increase in machines the Hotel will continue to be a predominantly food and beverage based hospitality business.

### **Responsible Service of Gaming**

36. As a Group it is important that are Hotels are an asset the local community both in terms of the facilities and service they offer but in also in terms of the social licence that is inherent in the provision of products such as liquor and gaming that can cause misuse and harm.

37. Having operated dozens of venues over many decades we have cultivated strong policies and procedures in our venues aimed at ensuring the highest of standards.
38. We employ Leigh Barrett and Associates (**LBA**) across our Group for compliance and policy advice. It is within LBAs remit to ensure our training and policy documents are updated and implemented and to conduct audits across our venues.
39. More specific detail in relation to our 'on the ground' training and procedures is included in Jayden's statement.
40. Given the scale and breadth of our operations there have been reasonably few infractions over the years.
41. However, there has been one material recent blemish that I ought address.
42. In January 2025 the VGCCC issued six (6) charges against Warrnambool Horse Pty Ltd (**WH**). I am a Director of WH and that entity operates the Flying Horse Hotel in Warrnambool. The charges related to six (6) instances of a minor entering the gaming room of that Hotel.
43. That venue had been acquired by the Group in September 2022 and had what I would call a 'legacy' layout with only eight (8) machines in what could be described as really little more than an alcove off the bar.
44. The manager of that venue had determined that in circumstances where the room was so small that having an RGO in the room at all times was not only burdensome in terms of wages but would make patrons feel uncomfortable and so had issued a direction that walk throughs of the space should occur every 15 minutes in lieu of an RGO being in the room at all times.
45. I concede that at the time I did not have adequate oversight of this decision.
46. Upon the charges issuing I took immediate action in that I:
- (a) Met immediately with my lawyers on site at the Hotel and with Hotel management to put in place immediate management controls to ensure no further infractions;
  - (b) Installed a door to the gaming room to prevent minors from accessing the area;



- (c) Engaged Jackie Booth of Jackie Booth Consulting to undertake a comprehensive compliance review of not just this Hotel but of the entire Group. In consultation with Jackie the following measures were put in place:
  - (i) Training was formalized for new staff through an online onboarding portal;
  - (ii) A new Gaming Handbook outlining staff obligations was development and implemented. A copy of that Handbook is **attached** to this statement as **Annexure Seven**; and
  - (iii) Trained additional RGOs at this venue and at all venues within the Group to create greater agility.
- 47. Subsequently we 'flipped' the gaming room and the TAB so as to create greater synergy between the bar, staff and the gaming room to ensure ongoing compliance.
- 48. At a plea hearing on 08 August 2025 an agree plea offer was put to a magistrate and the matter was resolved on the basis of:
  - (a) A guilty plea to one 'rolled up charge (comprising charges 1 – 3);
  - (b) A guilty plea for each of chargers 4,5 and 6; and
  - (c) Payment of the Commission's costs by WH.
- 49. Ultimately, the Magistrate fined WH \$6,000.00.
- 50. In addition, the Commission initiated disciplinary action against WH and on 09 February imposed a \$150,000 fine against the company.
- 51. I am extremely embarrassed that these breaches happened in one of my venues and I am committed to ensuring the highest levels of compliance in all of my venues moving forward.

### Conditions

- 52. Having obtained a number of approvals for top ups and new venues I am cognizant that it is fundamental that the benefits that come with an application such as this one are secured by way of clear and enforceable conditions.

53. A set of conditions prepared by my lawyers on my instructions are **attached** to this statement as **Annexure Eight**.

**Conclusion**

54. I believe that this application and the associated benefits of the application, including the renovations and improvements to the facilities will enable the Group to provide a rejuvenated local venue with an excellent food and beverage offering and a broad range of facilities.

Signed:

A large black rectangular box redacting the signature of the person.

Dated:

8<sup>th</sup> April 2026

## **Annexure 1 Curriculum vitae of Stephen Beaumont**

### *Curriculum Vitae – Stephen John Beaumont*

#### Contact information

Name: Stephen John Beaumont

Address:

Mobile:

Email:

#### Personal Information

Date of Birth:

Place of Birth:

Citizenship:

Marital Status:

Spouse's Name:

Children:

#### Education

#### Interests

#### Employment History

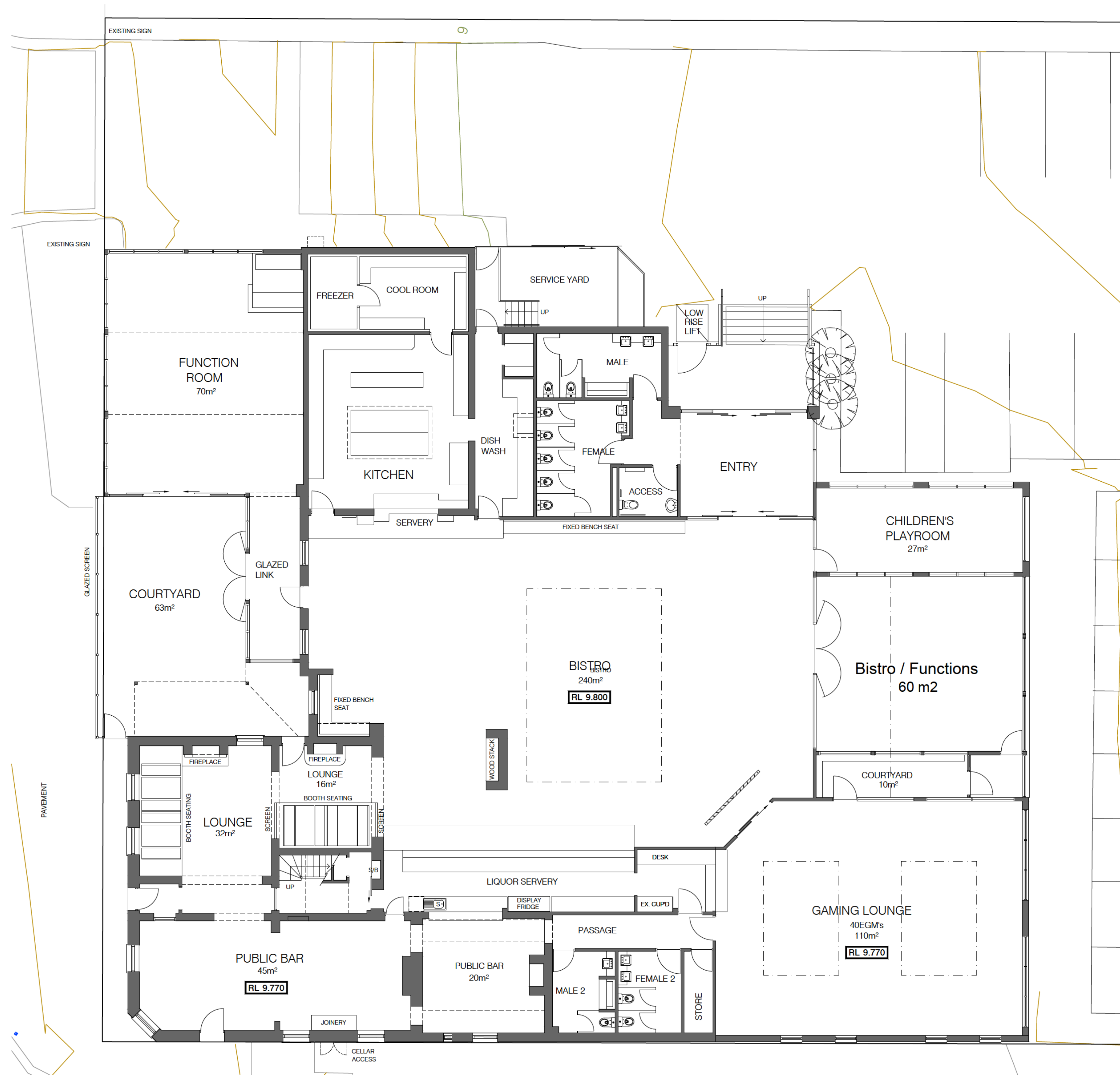
- 1989 - Cook Beaumont Hotel Group  
Owns/Operates 24 Hotels/Motels in Melbourne, Country Victoria and Northern Queensland  
Position: Managing Director with other key directors, Richard Denholm and Richard Davis, as well as (11) venue managers, being shareholders in the business.
- 1989-1978 Billabong Hotel Group  
Operated hotels in Victoria, NSW, Queensland, South Australia  
Position: State Manager Victoria

## Annexure 2 List of the venues operated by the Group

	Venue:	Address:	EGMs
1.	Albion Hotel, Dandenong	327 Lonsdale St, Dandenong VIC 3175	Yes (24 egms)
2.	Birmingham Hotel	333 Smith Street, Fitzroy VIC 3065	No
3.	Blazing Stump Hotel	4315 Anzac Parade, Wodonga VIC 3690	Yes (40 egms)
4.	Blazing Stump Motel	4327 Anzac Parade, Wodonga VIC 3690	No
5.	Lilydale International Club	471 Maroondah Highway, Lilydale VIC 3140	Yes (80 egms)
6.	Denison Boutique Hotel	233 Denison Street, Rockhampton QLD 4700	No
7.	Elgin Inn Hotel	75 Burwood Rd, Hawthorn VIC 3122	No
8.	Family Hotel Drouin	65 Main South Rd, Drouin VIC 3818	Yes (28 egms)
9.	Flying Horse Hotel	10691 Princess Hwy Warrnambool VIC 3280	Yes (8 egms)
10.	Francis Hotel	383 Lonsdale St, Melbourne VIC 3000	No
11.	Fyansford Hotel	67 Hyland Street, Fyansford VIC 3221	Yes (39 egms)
12.	Grand Hotel, Mt Morgan	39 Morgan Street, Mt Morgan QLD 4714	Yes (10 egms)
13.	Guiding Star Hotel	700 Geelong Rd, Brooklyn VIC 3025	No
14.	Huntly Hotel	592 Midland Hwy, Huntly 3551	No
15.	Mt View Hotel	70 Bridge Rd, Richmond VIC 3121	No
16.	Peppermill Hotel	7900 Goulburn Valley Highway, Kialla	Yes (20 egms)

17.	Rafferty's Tavern	1145 Raglan Parade, Warrnambool VIC, 3280	Yes (19 egms)
18.	Railway Hotel Bannockburn	2 High St. Bannockburn VIC 3331	No
19.	Railway Hotel, Marion	Cnr Daly St & Eton Rd, Marian QLD 4753	Yes (20 egms)
20.	Railway Motel Mt.Morgan	90 James St, Mt.Morgan QLD 4714	No
21.	Robin Hood Hotel	33 Peel Street North, Ballarat VIC, 3350	Yes (28 egms)
22.	Union Hotel	252 Union Rd, Ascot Vale VIC 3032	No
23.	Wantirna Hill Club	715 Boronia Road, Wantirna VIC 3152	Yes (60 egms)
24.	Whalers Hotel	53 Liebig St Warrnambool VIC 3280	Yes (36 egms)

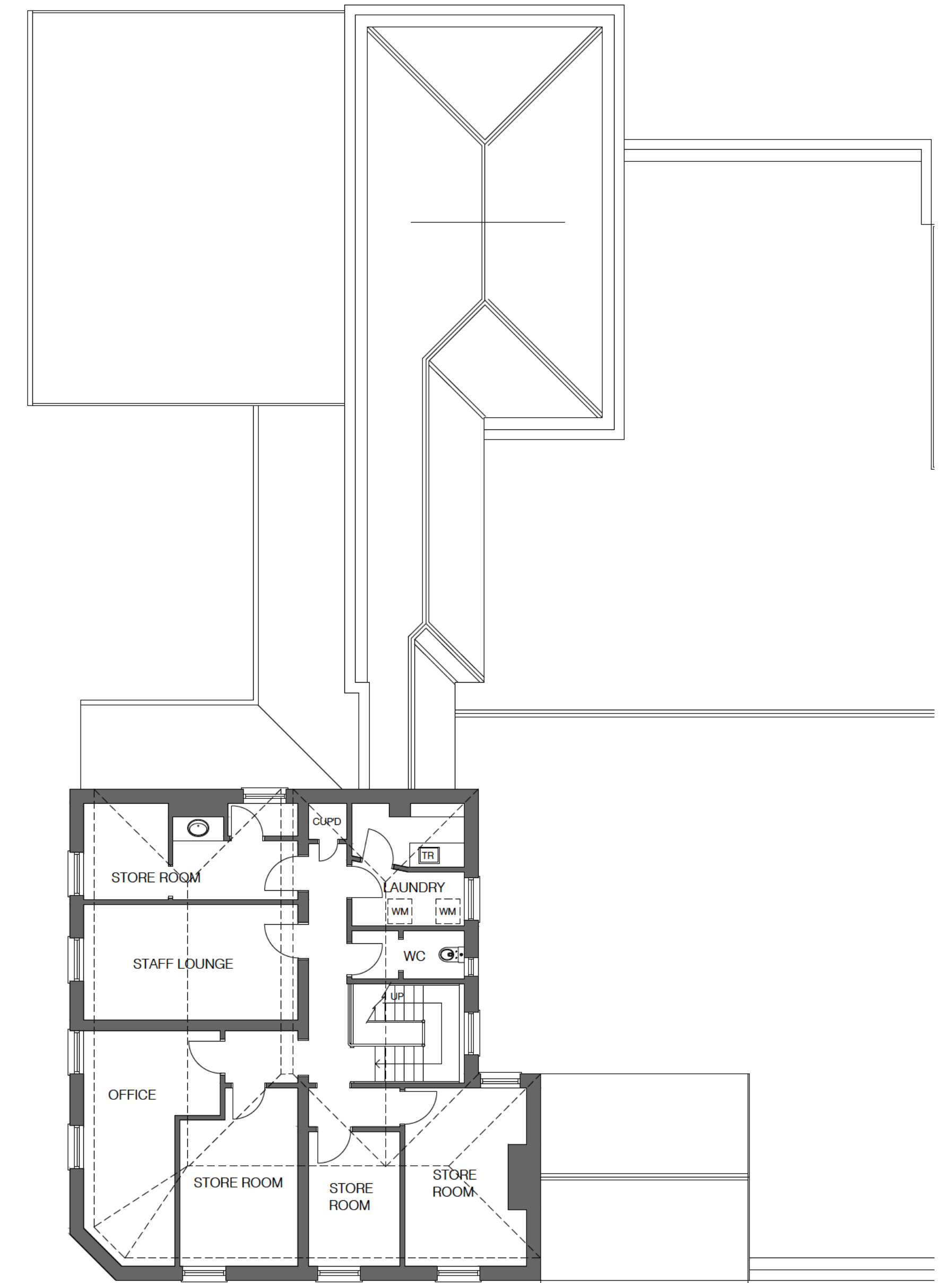
### **Annexure 3   Current Venue Plan**



GROUND FLOOR PLAN

#### FLOOR AREA CALCULATIONS

EXISTING FLOOR AREA	m²
GROUND FLOOR	940m²
FIRST FLOOR	130m²
TOTAL	1070m²

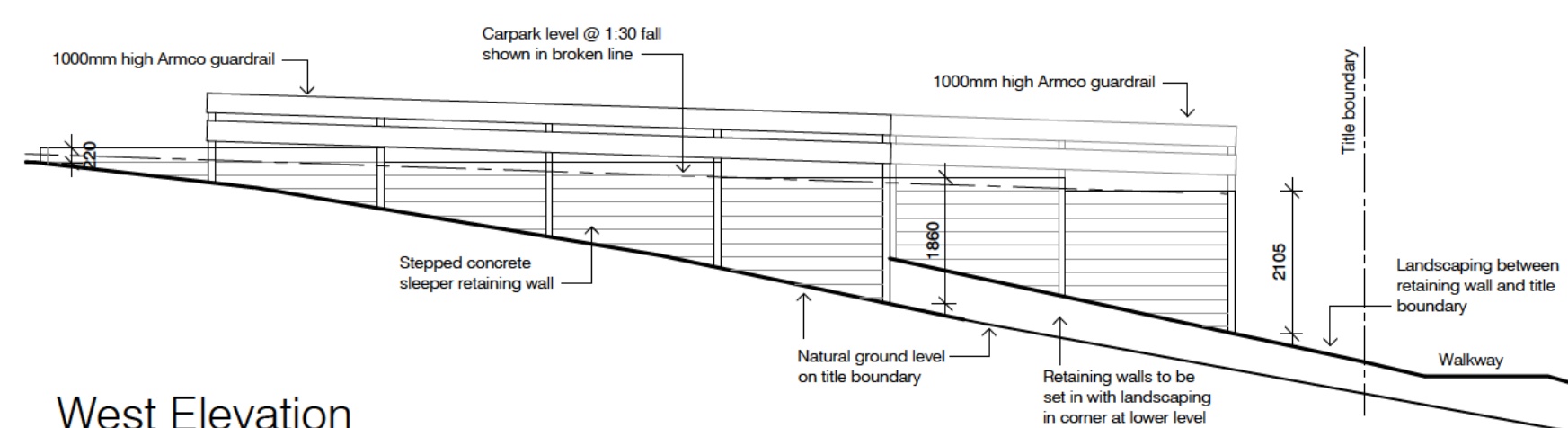


FIRST FLOOR PLAN

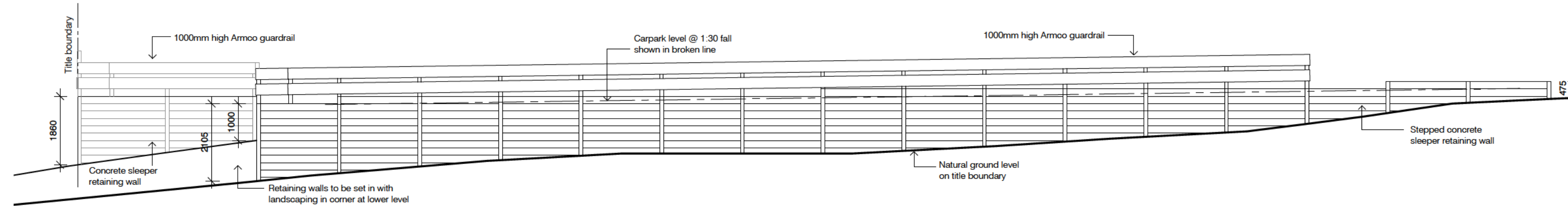


## **Annexure 4 Proposed Redevelopment Plans**

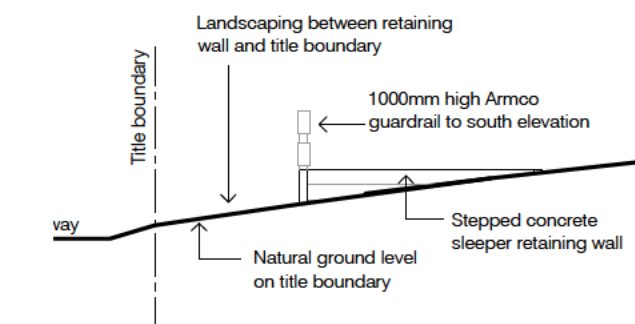




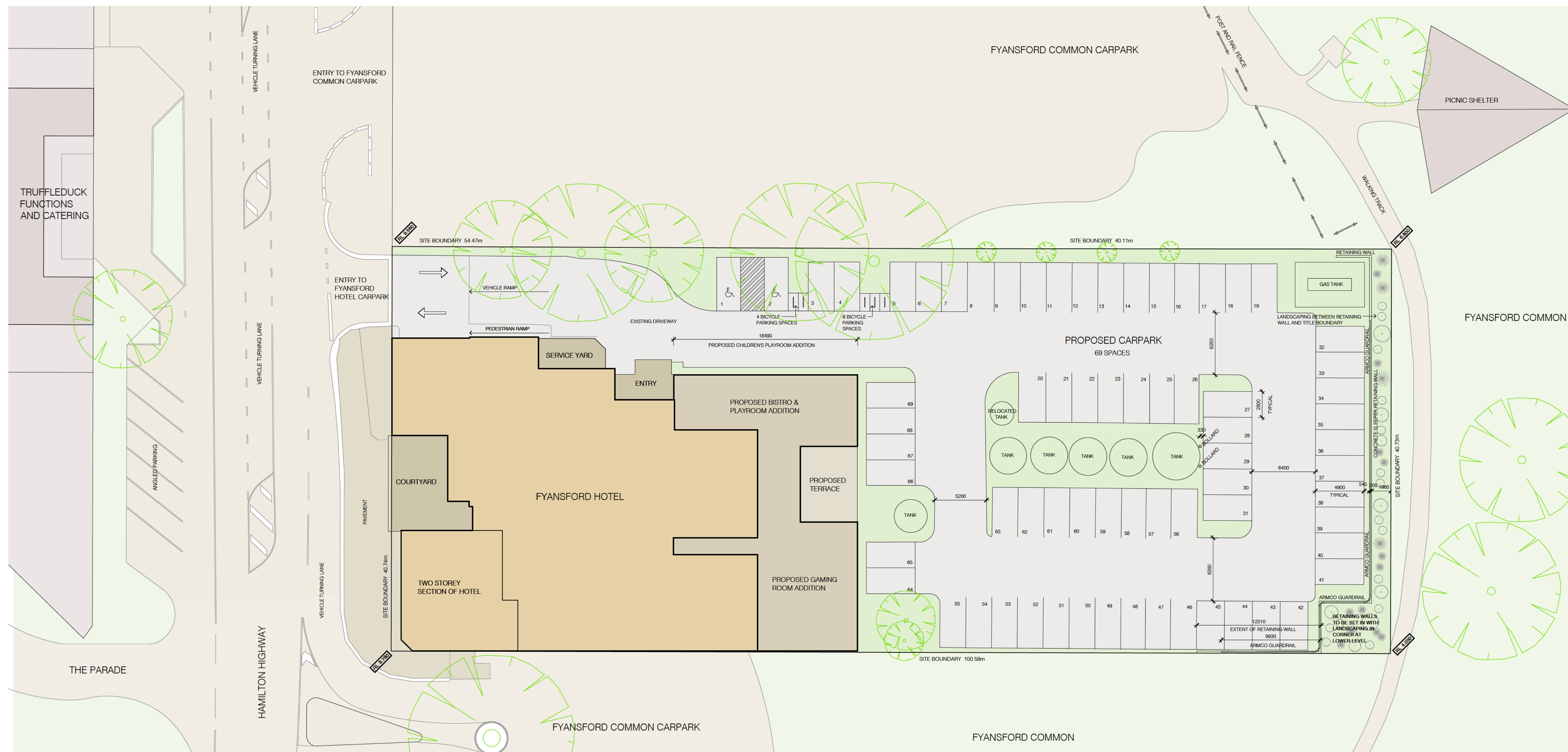
West Elevation  
Scale 1:100



South Elevation  
Scale 1:100



East Elevation  
Scale 1:100



Proposed Site Plan  
Scale 1:200



HPArchitects

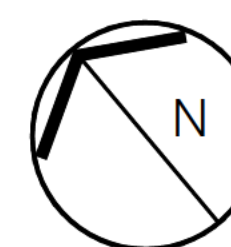
PO BOX 2066  
WATTLETREE ROAD LPO  
EAST MALVERN VIC 3145

PH: 0439 973 899  
admin@hparchitects.com.au  
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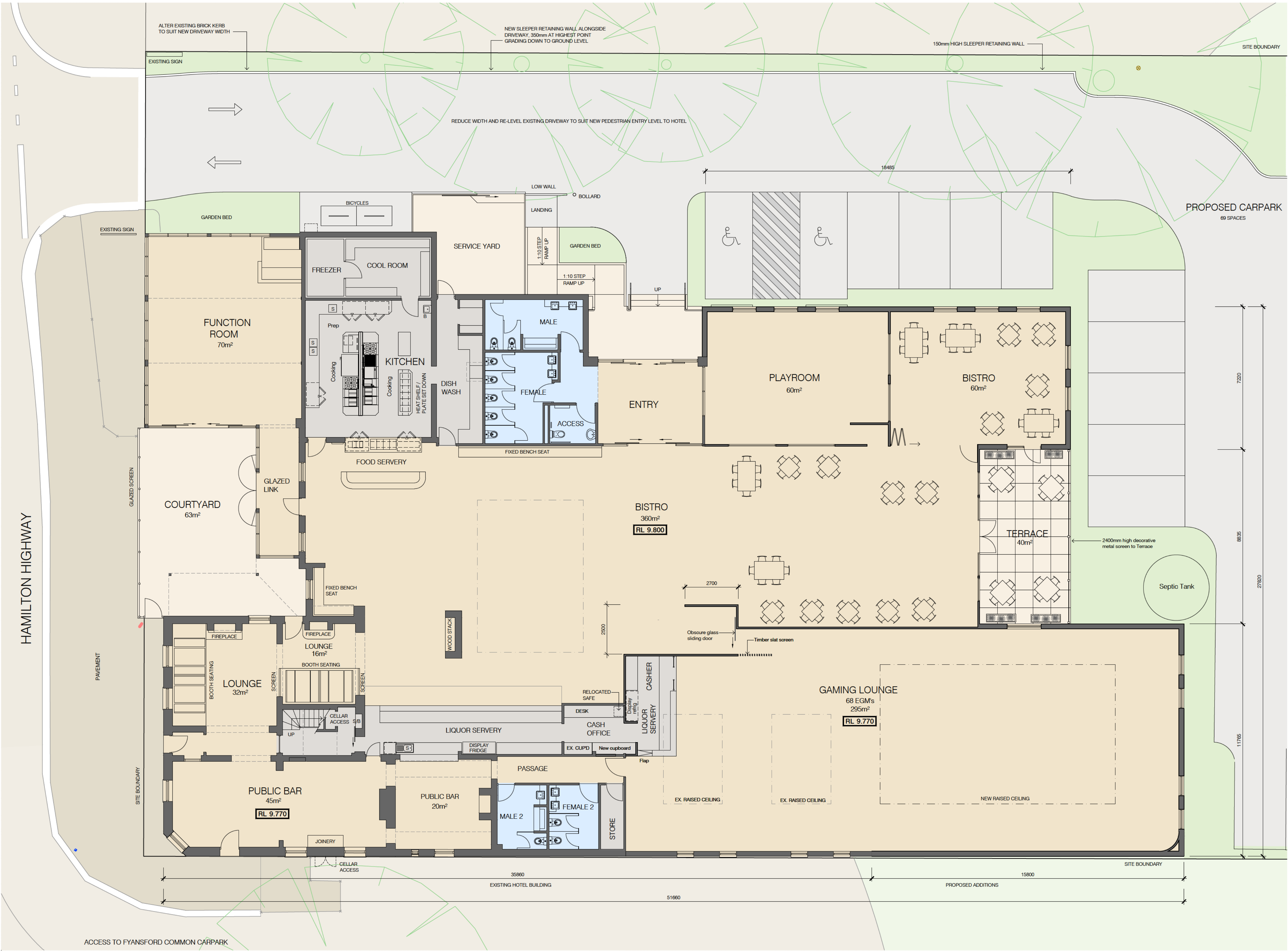
## PROPOSED ADDITIONS FYANSFORD HOTEL

67 HYLAND STREET, FYANSFORD

Proposed Site Plan and Elevations  
SCALE @ A1 1 : 200  
October 2024  
2406-TP01

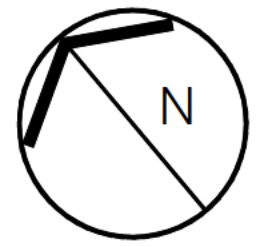




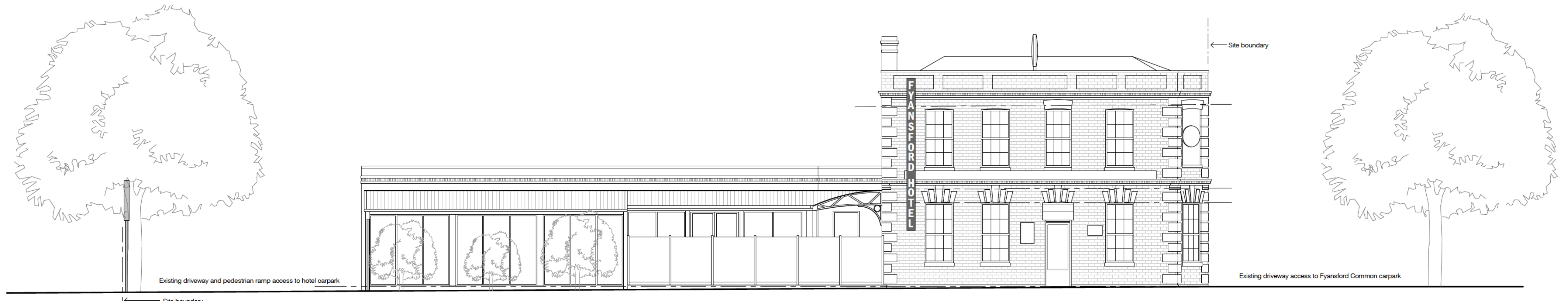


FLOOR AREA SCHEDULE	
EXISTING FLOOR AREA	
GROUND FLOOR	940m²
FIRST FLOOR	130m²
TOTAL	1070m²
GAMING LOUNGE	110m²
GAMING LOUNGE PERCENTAGE OF TOTAL FLOOR AREA	10.3%
PROPOSED FLOOR AREA	
GROUND FLOOR	1295m²
FIRST FLOOR	130m²
TOTAL	1425m²
GAMING LOUNGE	295m²
GAMING LOUNGE PERCENTAGE OF TOTAL FLOOR AREA	20.7%

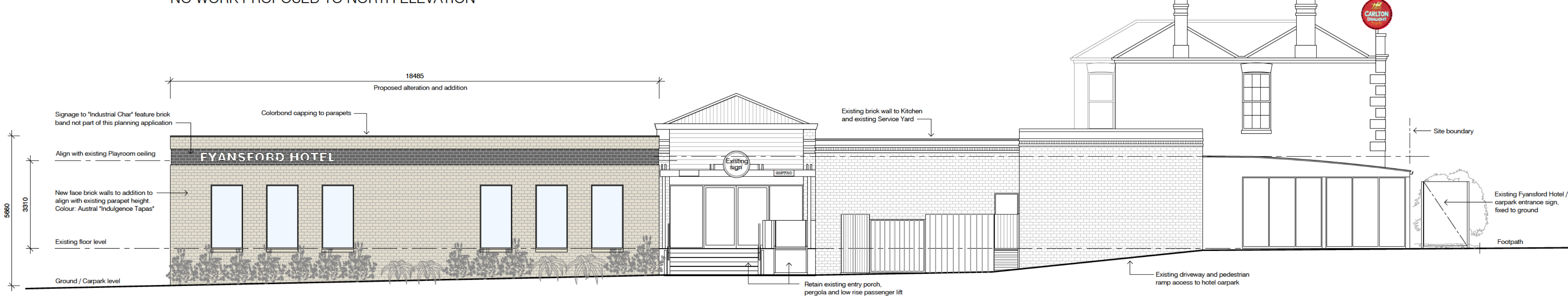
NOTE:  
GAMING LOUNGE FLOOR AREA INCLUDES  
CASHIER, LIQUOR SERVERY AND CASH OFFICE



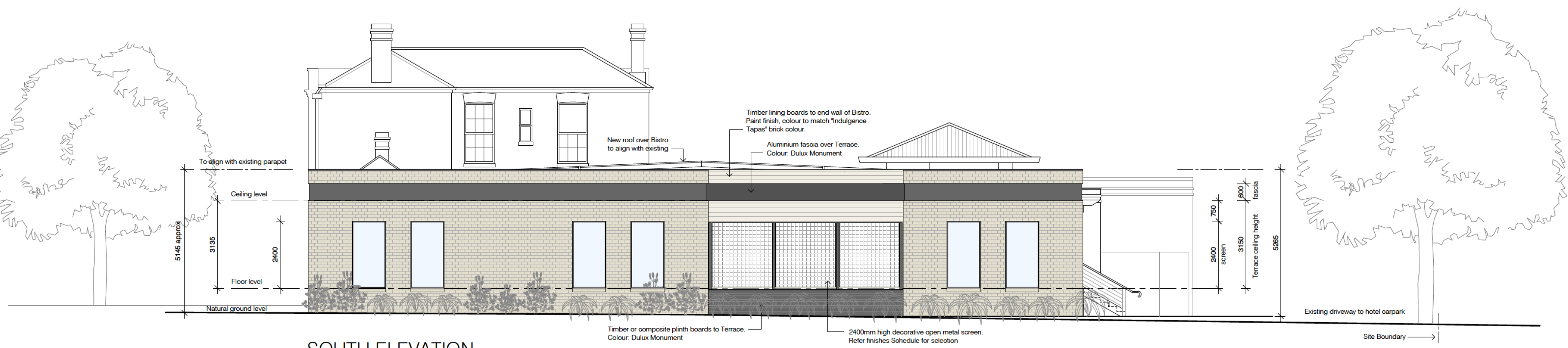




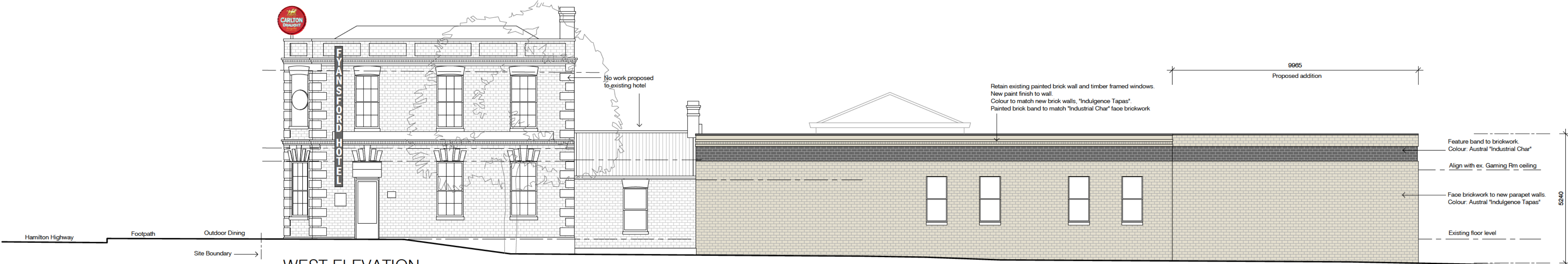
NORTH ELEVATION  
NO WORK PROPOSED TO NORTH ELEVATION



EAST ELEVATION

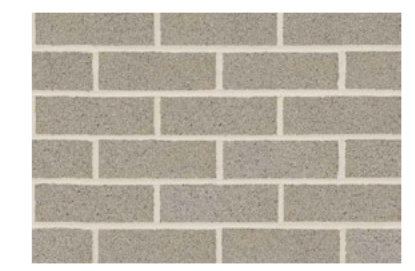


SOUTH ELEVATION



WEST ELEVATION

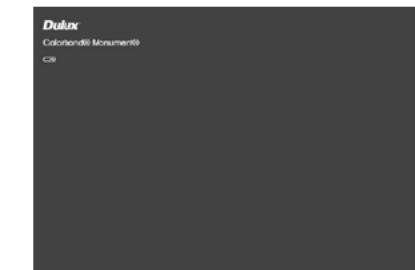
MATERIALS, FINISHES AND COLOURS



FACE BRICKWORK:  
AUSTRAL BRICKS "INDULGENCE TAPAS"

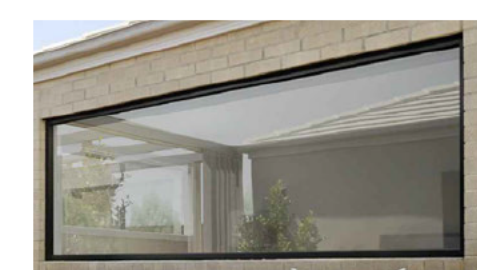


BRICKWORK FEATURE BAND:  
AUSTRAL BRICKS "INDUSTRIAL CHAR"

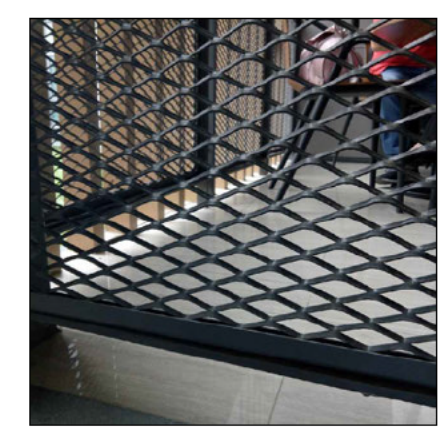


PLINTH BOARDS TO TERRACE:  
DULUX MONUMENT PAINT FINISH  
TO TIMBER OR COMPOSITE BOARDS

GUTTERS AND FASCIAS:  
STEEL FASCIAS AND GUTTERS IN  
MONUMENT COLORBOND FINISH



ALUMINIUM GLAZED WINDOWS:  
COLORBOND MONUMENT POWDERCOAT  
FINISH WITH COMFORT PLUS CLEAR GLASS



METAL SCREEN:  
OPEN DECORATIVE METAL SCREEN  
WITH COLORBOND MONUMENT FINISH



TIMBER LINING BOARDS:  
PAINT FINISH TO LINING BOARDS  
TO MATCH EXISTING LINING  
BOARDS / NEW FACE BRICKWORK



ZINCALUME ROOFING:  
KLIPLOK STEEL ROOFING AT 2°  
PITCH TO MATCH EXISTING ROOF





**Annexure 5 Letter from Commonwealth Bank**



Victorian Gambling and Casino Control Commission  
Level 3, 12 Shelley Street,  
Richmond VIC 3121

03 March, 2026

Dear Sir/ Madam,

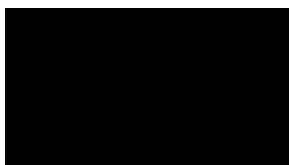
**RE: Future Fyansford Hotel Development**

The Commonwealth Bank of Australia ("CBA") can confirm that we have a request to provide indicative funding appetite for the expansion of the subject hotel venue that will incorporate additional gaming space together with an expanded dining area as well as improvements in the hotel venue's layout that will better facilitate movement of function traffic throughout the venue.

On the basis of the feasibility & financial modelling shown to us it's clear that any support of the required funding to complete the capital works is substantially underpinned by the forecast financial position of the venue post the commencement of the additional gaming operations.

Should you wish to discuss this matter at any stage please do not hesitate to contact me on 0419 250 252.

Yours sincerely,



Director

## **Annexure 6 Deed**

**PJCOOKINVESTMENTSPTYLTD**  
**ACN 082 312 927**  
(the **Hotelier**)

**AND**

**BELRECINC**  
**REG NO A0012053A**  
(the **Club**)

---

## **GME & SPONSORSHIP DEED**

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Level 15, 200 Queen Street  
MELBOURNE VIC 3000  
Tel: (03) 9670 0722  
Fax: (03) 9670 0622  
ABN 49 684 715 655  
Ref: AE:AH:237566

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THIS DEED dated

15 JUN 2025

**BETWEEN:**

**PJ COOK INVESTMENTS PTY LTD ACN 082 312 927**

of Unit 11, 35-41 Westpool Drive, Hallam, Victoria 3803

(the **Hotelier**)

**AND:**

**BELREC INC REG NO A0012053A**

of 34/70 Calvert St, Hamlyn Heights, Victoria 3215

(the **Club**)

---

**BACKGROUND**

- A. The Hotelier is the operator of the Fyansford Hotel situated at 67 Hyland Street, Fyansford, Victoria 3218 (the **Fyansford Hotel**).
- B. The Club is the operator of the Bell Park Sport & Recreation Club situated at 34/70 Calvert St, Hamlyn Heights, Victoria 3215 (the **Club Premises**).
- C. Both the Fyansford Hotel and the Club Premises are in the "*Greater Geelong and Queenscliffe (Capped Region)*" for the purposes of the Gambling Regulation Act (the **Region**).
- D. As the Region is a "capped region" there is an overall limit on the number of GMEs which are permitted to operate in the Region.
- E. The Club is the owner of twenty-eight (28) Club GMEs which are attached to its Venue Operator's Licence in relation to the Club Premises and which permit it to operate twenty-eight (28) Gaming Machines at the Club Premises (the **Club GMEs**).
- F. The Hotelier wishes to increase the number of Gaming Machines which it operates in its gaming room at the Fyansford Hotel.
- G. However, before the Hotelier goes to the effort and expense of obtaining the approvals required to increase the number of Gaming Machines which it can operate and to carry out the works to expand its gaming room, the Hotelier wishes to ensure that it will be able to relocate twenty-eight (28) Hotel GMEs into the Region upon the completion of its works.
- H. Hence, the Club has agreed:
  - (a) to keep all of its twenty-eight (28) Gaming Machines in operation at its Club Premises until the Hotelier obtains the Approvals necessary to operate an additional twenty-eight (28) Gaming Machines at the Fyansford Hotel and completes the Hotelier's Works; and
  - (b) to keep all of its Club GMEs attached to its Venue Operator's Licence in relation to the Club Premises (that is, in the Region) until the Hotelier is ready to direct

the Club to cooperate with the Hotelier to move its Club GMEs out of the Region simultaneously with the Hotelier moving its Hotel GMEs into the Region.

- I. In return, the Hotelier has agreed to provide sponsorship to the Club.
- J. The terms and conditions of the above arrangements are now set out in this Deed.

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## OPERATIVE PART

### 1. Definitions and Interpretation

#### 1.1 Definitions

<b>Acquisition Approval</b>	means the approval by the Gaming Commission and/or VGAT of the acquisition by the Hotelier of twenty-eight (28) Hotel GMEs.
<b>Authority</b>	means: <ul style="list-style-type: none"><li>(a) the Gaming Commission;</li><li>(b) the Council; or</li><li>(c) the crown or any agency, authority, board, department, government instrumentality, ministry, official or public or statutory person of the Commonwealth or of any State or Territory of Australia, and any local or municipal government or governmental bodies.</li></ul>
<b>Approvals</b>	means: <ul style="list-style-type: none"><li>(a) the Planning Approval;</li><li>(b) the Top Up Approval;</li><li>(c) the Works Approvals;</li><li>(d) Landlord's Approvals; and</li><li>(e) the Acquisition Approval;</li></ul>
<b>Business Day</b>	means a day on which banks are open for business in Melbourne, Victoria or other place where the notice or other communication is received or where an act is to be done, excluding a Saturday, Sunday or a public holiday.
<b>Club GMEs</b>	means the twenty-eight (28) Club GMEs owned by the Club and which are attached to its Venue Operator's Licence in relation to the Club Premises (being Club GMEs ID Numbers 6294 to 6321 inclusive).
<b>Council</b>	means the City of Greater Geelong.
<b>Extended First Sunset Date</b>	means the day which is eighteen (18) months after the date of this Deed [being the date to which the First Sunset Date is extended if the Hotelier exercises its right of extension under clause 5.1(d)].

<b>First Sunset Date</b>	means the day which is twelve (12) months after the date of this Deed.
<b>Gambling Regulation Act</b>	means the <i>Gambling Regulation Act 2003 (Vic)</i> .
<b>Gaming Commission</b>	means the Victorian Gambling and Casino Control Commission (and includes any successor to it).
<b>Gaming Machine</b>	has the meaning given to it in the Gambling Regulation Act.
<b>GME</b>	means a gaming machine entitlement under the Gambling Regulation Act.
<b>GST</b>	means a good and services tax or any similar tax imposed in Australia and has the meaning given to it in the GST Act.
<b>GST Act</b>	means the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
<b>Hotel GME</b>	means a GME which allows the operation of a Gaming Machine at a "Hotel" venue.
<b>Hotelier's Works</b>	means the alterations to the Fyansford Hotel required by the Gaming Commission as part of its approval of a "top-up" application in relation to an additional twenty-eight (28) Gaming Machines at the Fyansford Hotel.
<b>Input Tax Credit</b>	has the meaning given to it in the GST Act.
<b>Landlord</b>	means the landlord from time to time of the Fyansford Hotel.
<b>Landlord's Approvals</b>	means any approvals required from the Landlord in relation to the proposed increase in the number of the Gaming Machines in operation at the Fyansford Hotel or the commencement of the Hotelier's Works.
<b>Operative Date</b>	means the date upon which the Hotelier commences operation of the additional Gaming Machines at the Fyansford Hotel.
<b>Planning Approval</b>	means the planning approval by the Council and/or VCAT for the increase in the number of Gaming Machines permitted to be operated at increase in the number of Gaming Machines permitted to be operated at the Fyansford Hotel by twenty-eight (28) Gaming Machines and for the Hotelier's Works.
<b>Practical Completion</b>	means the stage when the Hotelier's Works have been completed in accordance with the requirements of any relevant Authority and the requirements of this Deed,

with the exception of minor faults or omissions the rectification of which does not prevent or delay or prejudice the convenient occupation and use of the Hotelier's Works for their intended purpose.

<b>Premises Approval</b>	has the meaning given to it in the Gambling Regulation Act.
<b>Removal from Region Approval</b>	means the approval by the Gaming Commission of the removal from the Region of the Club's twenty-eight (28) Club GMEs.
<b>Second Sunset Date</b>	means the day which is eighteen (18) months after the obtaining (or waiver) by the Hotelier of the last of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals.
<b>Taxable Supply</b>	has the meaning given to it in the GST Act.
<b>Tax Invoice</b>	has the meaning given to it in the GST Act.
<b>Top-Up Approval</b>	means the approval of the Gaming Commission and/or VCAT of the increase in the number of Gaming Machines permitted to be operated at the Fyansford Hotel by twenty-eight (28) Gaming Machines.
<b>Venue Operator's Licence</b>	has the meaning given to it in the Gambling Regulation Act.
<b>Works Approvals</b>	means any approvals required from the Council or the Gaming Commission or any other Authority before the Hotelier may commence the Hotelier's Works.
<b>Tax Invoice</b>	has the meaning given to it in the GST Act.

## **1.2 Interpretation**

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) "including" and similar expressions are not words of limitation;
- (e) a reference to a person's rights includes that person's right, power, remedy, privilege or authority;
- (f) a reference to a thing includes the whole of and part of that thing;

- (g) a reference to a group of persons means the group as a whole and each person individually;
- (h) a reference to persons include corporations and bodies;
- (i) a reference to a party includes that party's successors, legal personal representatives and permitted assigns;
- U) a reference to an act, statute, regulation, proclamation, ordinance or by-law includes all acts, statutes, regulations, proclamations, ordinances or by-laws varying, amending, consolidating, updating or replacing it, and a reference to an act or statute includes all regulations, proclamations, ordinances and by-laws issued under that act or statute;
- (k) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement;
- (l) a reference to a clause, party, schedule or annexure is a reference to a clause of, and a party, schedule and annexure to this Deed and a reference to this Deed includes any schedules and annexures;
- (m) a reference to\$ is a reference to the currency of Australia; and
- (n) headings are for convenience only and do not affect the interpretation of this Deed.

### **1.3 Contra Proferentum**

If any ambiguity arises in relation to a provision of this Deed, the provision must not be construed to the prejudice of the party who prepared this Deed or included the provision in Deed.

### **1.4 Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

---

## **2. Gaming**

### **2.1 Operation of Club Gaming Machines**

The Club agrees to keep all of its twenty-eight (28) Gaming Machines in operation at its Club Premises until the Hotelier has obtained the Planning Approval, the Top Up Approval, the Works Approvals and the Landlord Approvals and has completed the Hotelier's Works.

### **2.2 Retention of Club GMEs**

The Club agrees to keep all of its Club GMEs attached to its Venue Operator's Licence in relation to the Club Premises (that is, in the Region) until the Hotelier is ready to open its expanded gaming room at the Fyansford Hotel - at which

time the Club will cooperate with the Hotelier to move its Club GMEs out of the Region simultaneously with the Hotelier moving its Hotel GMEs into the Region.

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### **3. Hotelier's Applications for Approvals**

#### **3.1 Seeking of Approvals**

- (a) The Hotelier shall use its best endeavours to obtain the Approvals from the Authorities and the Landlord (upon conditions acceptable to the Hotelier) as soon as reasonably possible after the making of this Deed.
- (b) The Hotelier is not required to appeal the refusal of any Approval or conditions imposed upon any Approval to VCAT or the Courts. However, the Hotelier may (in its absolute discretion) make such an appeal.
- (c) The Hotelier may (in its absolute discretion) waive in writing the need to obtain any one or more of the Approvals.

#### **3.2 Club's Assistance**

The Club shall provide all reasonable assistance to the Hotelier in obtaining the Approvals, including having all members of the Club's board appearing before the Gaming Commission.

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### **4. Club's Removal from Region Approval**

#### **4.1 Seeking of Approval**

Upon receiving a written request from the Hotelier, the Club shall use its best endeavours to obtain the Removal from Region Approval as soon as reasonably possible [but on the basis that its Club GMEs will only be removed from the Region simultaneously with the Hotelier's inclusion of its additional Hotel GMEs on its Venue Operator's Licence in relation to the Fyansford Hotel (that is, in the Region)].

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### **5. Sunset Dates**

#### **5.1 First Sunset Date**

If, by the First Sunset Date, any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals:

- (a) has not been obtained (or been waived) by the Hotelier; or
- (b) has been granted or will only be granted upon conditions which are not acceptable to the Hotelier (in its absolute discretion);

then the Hotelier may (in its absolute discretion):

- (c) terminate this Deed by giving written notice of termination to the Club; or
- (d) extend the First Sunset Date by a further six (6) months by giving written notice of such extension to the Club provided that such written notice is given to the Club within fourteen (14) days after the expiry of the original First Sunset Date.

## **5.2 Extended First Sunset Date**

If, by the Extended First Sunset Date (if applicable), any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals:

- (a) has not been obtained (or been waived) by the Hotelier; or
- (b) has been granted or will only be granted upon conditions which are not acceptable to the Hotelier (in its absolute discretion),

then the Hotelier may (in its absolute discretion) terminate this Deed by giving written notice of termination to the Club.

## **5.3 Second Sunset Date**

If, by the Second Sunset Date:

- (a) either of the Acquisition Approval or the Practical Completion of the Hotelier's Works has not been obtained (or waived by the Hotelier) or
- (b) the Acquisition Approval has been granted or will only be granted upon conditions which are not acceptable to the Hotelier (in its absolute discretion),

then the Hotelier may (in its absolute discretion) terminate this Deed by giving written notice of termination to the Club.

## **5.4 Termination by Club**

- (a) If, by two (2) months after the First Sunset Date, any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals has not been obtained (or been waived) by the Hotelier) and the Hotelier has neither terminated this Deed under clause 5.1(c) nor extended the First Sunset Date under clause 5.1(d), then the Club may give written notice to the Hotelier advising that unless the outstanding approvals are obtained (or waived) by the Hotelier within one (1) month of the date of the written notice, then this Deed is terminated.
- (b) If, by two (2) months after the Extended First Sunset Date (if applicable), any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals has not been obtained (or been waived) by the Hotelier) and the Hotelier has not terminated this Deed under clause 5.2, then the Club may give written notice to the Hotelier advising that unless the outstanding approvals are obtained (or waived) by the Hotelier within one (1) month of the date of the written notice, then this Deed is terminated.



- (c) If, by two (2) months after the Second Sunset Date, either of the Acquisition Approval or the Practical Completion of the Hotelier's Works has not been obtained (or waived by the Hotelier) and the Hotelier has not terminated this Deed under clause 5.3, then the Club may give written notice to the Hotelier advising that unless the outstanding approval and the Practical Completion are obtained (or waived) by the Hotelier within one (1) month of the date of the written notice, then this Deed is terminated.
- (d) If the Club gives the written notice under clause 5.4(a) or 5.4(b) or 5.4(c) but the outstanding approval/s or Practical completion is obtained (or waived) by the Hotelier before the expiry of the notice period then the notice shall be of no effect and the parties shall continue with this Deed.

## 5.5 Termination of Deed

If this Deed is terminated under clause 5.1 or 5.2 or 5.3 or 5.4, then:

- (a) the Club shall remain entitled to the sponsorship amounts paid or payable to the Club under clause 6 insofar as they relate to the period before the termination of this Deed; and
- (b) each party shall otherwise be released from any further performance of its obligations under this Deed [save for its obligations under clause 7 (GST) and clause 9.3 (Confidentiality)] but shall not be released from liability for any existing breach by that party of this Deed.

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## 6. Sponsorship of Club

### 6.1 Sponsorship Until Four Approvals Date

- (a) The **First Sponsorship Amount** means an amount of One Thousand, Six Hundred and Sixty-Six Dollars (\$1,666) per calendar month.
- (b) From the date of this Deed until the date upon which the last of the Approvals (except the Acquisition Approval) is obtained (or waived) by the Hotelier (the **Four Approvals Date**), the Hotelier shall pay the First Sponsorship Amount to the Club.
- (c) The First Sponsorship Amount shall be paid monthly in arrears with the first payment being payable on the day which is one calendar month after date of this Deed and the subsequent payments being payable on the same day in each subsequent month.
- (d) If the Four Approvals Date occurs part way through the month to which the payment relates then the amount of the final payment for that broken period shall be a pro-rata proportion of what would have been the amount of the payment for the whole month and shall be paid by the Hotelier to the Club within 14 days after the Four Approvals Date.

## 6.2 Sponsorship After Four Approvals Date

- (a) The **Second Sponsorship Amount** means an amount of Six Thousand, Two Hundred and Fifty Dollars (\$6,250) per calendar month.
- (b) From the Four Approvals Date until the Operative Date, the Hotelier shall pay the Second Sponsorship Amount to the Club.
- (c) The Second Sponsorship Amount shall be paid monthly in arrears with the first payment being payable on the day which is one calendar month after the Four Approvals Date and the subsequent payments being payable on the same day in each subsequent month.
- (d) If the Operative Date occurs part way through the month to which the payment relates then the amount of the final payment for that broken period shall be a pro-rata proportion of what would have been the amount of the payment for the whole month and shall be paid by the Hotelier to the Club within 14 days after the Operative Date.

## 6.3 Sponsorship After Operative Date

- (a) The **Third Sponsorship Amount** means:
  - (i) an amount of Ten Thousand Dollars (\$10,000.00) per calendar month; provided that
  - (ii) on each anniversary of the Operative Date, the amount per month of the Third Sponsorship Amount shall be adjusted in accordance with clause 6.4.
- (b) From the Operative Date for so long as the Gaming Commission requires that the Hotelier pay the Third Sponsorship Amount in return for being permitted to operate the additional twenty-eight (28) Gaming Machines at the Fyansford Hotel, the Hotelier shall pay the Third Sponsorship Amount to the Club.
- (c) The Third Sponsorship Amount shall be paid monthly in arrears with the first payment being payable on the day which is one calendar month after the Operative Date and the subsequent payments being payable on the same day in each subsequent month.
- (d) If the obligation to pay the Third Sponsorship Amount ceases (in full or part) part way through the month to which the payment relates then the amount of the final payment for that broken period shall be a pro-rata proportion of what would have been the amount of the payment for the whole month and shall be paid by the Hotelier to the Club within 14 days after the obligation to pay that Third Sponsorship Amount ceases.

## 6.4 CPI Adjustment

- (a) **Consumer Price Index** means the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne.

- (b) On each anniversary upon which the Third Sponsorship Amount is to be adjusted under clause 6.3(a)(ii), the sponsorship amount shall be adjusted by reference to the Consumer Price Index using the following formula:

$$\text{New SA} = \text{Old SA} \times \frac{\text{CPIB}}{\text{CPIA}}$$

Where: "New SA" means the adjusted sponsorship amount (per month);

"Old SA" means the sponsorship amount (per month) before the adjustment;

"CPIA" means the Consumer Price Index number for the quarter immediately preceding the date which is twelve (12) months before the relevant anniversary.

"CPIB" means the Consumer Price Index number for the quarter immediately preceding the relevant anniversary.

- (c) If CPIB is not published until after the relevant anniversary, the adjustment is made when it is published but the adjustment takes effect from the relevant anniversary. In the meantime, the Hotelier must continue to pay the sponsorship amount at the old rate and, when the adjustment is made, the Hotelier must immediately pay any deficiency or the Club must immediately repay any excess.
- (d) If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- (e) If the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

## **6.5 Invoicing by Club for Sponsorship Amounts**

The Club shall provide its Tax Invoice for each instalment of each Sponsorship Amount to the Hotelier at least fourteen (14) days before that instalment is payable by the Hotelier under this Deed.

## **6.6 Default Interest**

If the Hotelier defaults in paying part or all of any instalment of any Sponsorship Amount and fails to rectify that default with seven (7) days after the Club gives written notice of that default to the Hotelier, then the Club may charge interest on the unpaid amount from the date it fell due for payment until the date it is paid at the rate which is 2% more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

## **6.7 Termination for Default**

- (a) If the Hotelier defaults in paying part or all of any instalment of any Sponsorship Amount and fails to rectify that default with thirty (30) days after the Club gives written notice of that default to the Hotelier, then the Club may terminate this Deed by giving a written notice of termination to the Hotelier (provided that if the Hotelier rectifies that default before the giving of the written notice of termination, then such notice of termination will be of no effect).
- (b) If the Club defaults in the performance of its obligations under this Deed and fails to rectify that default with thirty (30) days after the Hotelier gives written notice of that default to the Club, then the Hotelier may terminate this Deed by giving a written notice of termination to the Club (provided that if the Club rectifies that default before the giving of the written notice of termination, then such notice of termination will be of no effect).

## **6.8 Termination of Deed**

- (a) If this Deed is terminated (except due to the default of the Hotelier), then the Hotelier's obligation to provide sponsorship under this clause 6 also ends on the date of termination.
- (b) If such termination occurs part way through a period of sponsorship described in any of the above provisions of clause 6, then the Hotelier shall pay a pro-rata proportion of the sponsorship amount for that period within 14 days after the termination of this Deed.

## **6.9 Future Venue Operators**

- (a) The Hotelier shall ensure that the obligation to pay the Third Sponsorship Amount shall be a condition of the Top Up Approval so that it binds future venue operators at the Fyansford Hotel.
- (b) If the Hotelier sells or otherwise transfers the business of the Fyansford Hotel to another venue operator, the Hotelier shall cease to be obliged to pay any Third Sponsorship Amount to the Club in relation to the period after the completion of such sale or other transfer.

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# **7. Goods and Services Tax**

## **7.1 Application of clause**

This clause only applies to supplies under this Deed that are Taxable Supplies.

## **7.2 Amounts for payment expressed exclusive of GST**

Each amount payable by a party for a Taxable Supply made by the other party under this Deed is expressed as a GST exclusive amount.

### 7.3 **Payment of GST**

The party liable to pay for a Taxable Supply made under this Deed must also pay the amount of any GST payable in respect of the Taxable Supply on the date on which payment for the Taxable Supply is due.

### 7.4 **Reimbursements**

If this Deed requires a party to pay an amount of an expense or liability **(reimbursement expense)** incurred by the other party **(payee)** to a third party, the reimbursable expense must be net of any Input Tax Credit to which the payee is entitled in relation to it.

### 7.5 **Tax Invoice**

A party is not obliged under clause 7.3 to pay GST on a Taxable Supply to it until given a valid Tax Invoice for the Taxable Supply, except where this Deed constitutes a Tax Invoice.

### 7.6 **No merger**

This clause 7 will not merge on completion or termination of this Deed.

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## 8. **Notices**

Any notice or other communication including any request, demand, consent or approval, to or by a party to this Deed:

- (a) must be in legible writing and in English;
- (b) must be signed by the party giving it or the party's authorised officer, attorney or solicitor;
- (c) must be left or posted by prepaid post to the address of the addressee as specified in this Deed, or if the addressee notifies another address for receipt of documents then at or to that address; and
- (d) is deemed as being received by the addressee:
  - (i) if hand delivered, when delivered to the addressee;
  - (ii) if posted, 2 Business Days from and including the date of postage to the addressee, or

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) then it is regarded as received at 9.00 am on the following Business Day.

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## **9. General**

### **9.1 Approval and consents**

The Hotelier may conditionally or unconditionally give or withhold its approval or consent in its absolute discretion unless this Deed expressly provides otherwise.

### **9.2 Assignment**

- (a) The Club will not assign its rights or obligations under this Deed without the prior written consent of the Hotelier.
- (b) The Hotelier may assign its rights and obligations under this Deed to any person to whom it sells or assigns the business of the Fyansford Hotel (the **Assignee**) on and from the completion of that sale or assignment. The Hotelier may require the Club to enter into deed with the Hotelier and the Assignee, prior to or at the time of the completion of such an assignment, and upon such terms and conditions are reasonably required by the Hotelier confirming that, from the completion of such assignment:
  - (i) the Hotelier's rights and obligation under this Deed are assigned to the Assignee (including the Hotelier's rights under this clause);
  - (ii) the Hotelier is released from its rights and obligations under this Deed; and
  - (iii) the Club's obligations are henceforth owed to the Assignee.

### **9.3 Confidentiality**

This Deed and all matters relating to it will be treated by the parties as confidential.

### **9.4 Costs**

Each party will pay its own legal costs, charges and expenses of and incidental to the negotiation, preparation, execution and completion of this Deed.

### **9.5 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

### **9.6 Entire agreement**

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

### **9.7 Further assurances**

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Deed.

## **9.8 No merger**

Any right or obligation of any party that is expressed to operate or have effect or capable of having effect on or after the completion, expiration or termination of this Deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

## **9.9 Severance**

If any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses which will continue in full force and effect.

## **9.10 Time of essence**

Time is of the essence for the purposes of any time limit stated in this Deed.

## **9.11 Variation**

A variation of any term of this Deed must be in writing and signed by the parties.

## **9.12 Waiver**

A right created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

## **9.13 Governing law and jurisdiction**

- (a) This Deed is governed by the laws of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

## **9.14 Execution Electronically**

- (a) Each party consents to execution of this Deed by any signatory by an electronic signature.
- (b) Where this Deed is electronically signed by a signatory, the signatory warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the signatory or the relevant party (as the case may be) intends to be bound by the electronic signature.
- (c) This Deed may be electronically signed in any number of counterparts which together will constitute the one document.
- (d) Each party consents to the exchange of counterparts of this Deed by delivery by email or such other electronic means as may be agreed in writing.

**EXECUTED AS A DEED:**

**EXECUTED by PJ COOK**  
**INVESTMENTS PTY LTD ACN 082**  
242 027 in accordance with Section



(delete which is not applicable)

*Peter Joseph Cook*

Name of Director (please print)

*Stephen Braman*

Name of Director/Company Secretary  
(please print)

The Common Seal of **BELREC INC**  
**REG NO A0012053A** was hereunto  
affixed in accordance with its Rules in



Vice-President

Treasurer

*Peter Joseph Cook*

Full Name

*Jack Solly McNameara*

Full Name



Usual Address

Usual Address



## **Annexure 7 Gaming Handbook outlining staff obligations**

# **GAMING POLICY HANDBOOK**

Version 1.2024

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# INTRODUCTION

We are committed to maintaining the highest standards of professionalism, integrity, and responsibility. This document consolidates essential updated policies that guide our operations and ensure a safe, respectful, and legally compliant workplace.

In this policy document you will find comprehensive guidelines on employee conduct, patron interaction, responsible service of alcohol and gaming, handling tips and gifts, barring protocols, gaming room procedures and anti-money laundering and counter-terrorism financing regulations.

Understanding these policies and upholding our values is crucial for fostering a positive and ethical environment within our organisation.

# EMPLOYEE CODE OF CONDUCT

## **Overview**

The Employee Code of Conduct Policy outlines the expectations for employee behavior and the principles that guide our actions within the workplace. This policy serves as a cornerstone for fostering a positive, respectful, and secure environment for all employees, patrons, and guests. It aims to ensure that every individual within our organisation is treated with dignity, courtesy, honesty, and fairness.

## **Strategic Purpose**

The strategic purpose of this policy is to:

- Promote a culture of respect, integrity and professionalism
- Ensure a safe, inclusive and harmonious workplace that respects diversity and discourages any form of discrimination or harassment.
- Guide employees in making ethical decisions that reflect positively on themselves and the organisation.
- Protect the interests of the employer, our employees, patrons and guests
- Foster teamwork, cooperation and the professional development of all staff members.

## **Guidelines**

### **Employee Expectations**

The employer mandates that every employee consistently maintains high professional standards both within the workplace and in any external representation of the employer. The organisation sets forth the following professional expectations for all employees:

- Communicate and engage with others in a professional manner, always displaying courtesy and respect.
- Be accountable for your work. Do not hesitate to ask questions or seek assistance when necessary.
- Perform your duties efficiently to meet the required standard.
- Do not exceed your given authorisation limits and comply with all relevant regulations and policies.
- Ensure you are fit-for-work and adhere to the policies on drugs and alcohol.
- Actively participate in and contribute to team efforts.
- Inform your supervisor or manager about absences or changes in attendance in advance.
- Maintain the confidentiality of all employer information.
- Follow the Employee Code of Conduct, dress code and related policies.
- Adapt to changing business needs and support colleagues in doing so.
- Respect the privacy of employees and others, sharing information and knowledge appropriately.
- Maintain good personal hygiene and grooming standards.

- Follow all directions from managers or supervisors, provided they are safe and legal.
- Treat everyone with dignity, courtesy, honesty, fairness, and respect.
- Be respectful and sensitive towards diverse cultural and ethnic backgrounds.
- Actively discourage and refrain from all forms of harassment or discrimination.
- Ensure decisions are fair, reasonable, honest, and impartial.
- Avoid offensive, abusive, or discriminatory language and behavior.
- Handle personal information ethically and in accordance with relevant laws and policies.
- Promote a healthy, safe, and welfare-oriented workplace for all.
- Listen to and seek to understand varying perspectives, managing workplace conflict constructively.
- Work cooperatively to achieve shared goals and maintain a harmonious workplace.
- Support the personal and professional growth of colleagues, avoiding rumors or gossip
- Not engage in any form of gambling whilst on duty, before or after a shift or whilst on a break.

# PATRON CODE OF CONDUCT POLICY

## **Overview**

The organisation is committed to providing a safe, enjoyable, and inclusive environment for all our patrons and staff. This Code of Conduct outlines our expectations for patron behavior and establishes a framework for accountability. Our policy is designed to ensure that all individuals are treated with respect and dignity, free from discrimination, harassment, and violence.

## **Strategic Purpose**

- Uphold the Venue's reputation as a premier destination for leisure, entertainment, and community gatherings.
- Foster a culture of respect, inclusivity, and safety.
- Promote responsible and courteous behavior.
- Protect the Venue's patrons, guests, staff, and property from harm.
- Ensure legal compliance and mitigate risk.

## **Guidelines**

The Code of Conduct is a set of guidelines and expectations for behavior within the premises, aimed at ensuring a safe, respectful, and enjoyable environment.

### **General Behavior**

Patrons are required to treat everyone within the venue with respect, dignity, and fairness.

Aggressive, disruptive, or harmful behaviors towards others are strictly prohibited and will not be tolerated, including abuse of venue property and facilities.

### **Respect for Others & Staff**

Discrimination, harassment or any form of abuse is completely intolerable under our code of conduct. Additionally, it is imperative that the privacy and personal boundaries of all individuals are respected at all times, ensuring a welcoming and safe environment for everyone.

### **Intoxication and Other Unacceptable Behavior**

Patrons must commit to consuming alcohol responsibly, adhering strictly to all legal requirements. Any behavior that compromises the safety or enjoyment of others will not be tolerated. The use of illicit substances on the premises is strictly prohibited and will result in immediate removal and potential legal action.

**Patron Complaints**

We value open communication and encourage patrons to report any concerns or complaints promptly. Our management and staff are committed to addressing these issues promptly and confidentially, ensuring a positive experience for all individuals.

**Patron Care - Drink Driving**

In accordance with our commitment to patron safety, we advise against driving under the influence of alcohol. We offer assistance to patrons who may require alternative transportation arrangements to ensure they reach their destination safely.

**Breaches of Code**

Violations of this Code of Conduct will result in appropriate actions, including but not limited to refusal of service, expulsion from the premises, or involvement of law enforcement authorities.

**Implementation of the Code**

Management is responsible for the implementation of this Code, which includes ensuring that patrons are aware of and comply with these guidelines. Regular training on liquor licencing legislation, patron care, responsible service of alcohol, and harm minimisation strategies is provided to all staff.

Patrons who breach this code may be barred from the venue in accordance with the Venue's Barring Policy.



# RESPONSIBLE SERVICE OF ALCOHOL POLICY

## Overview

As part of our commitment to community safety and wellbeing, we strongly advocate for the Responsible Service of Alcohol (RSA). As a cornerstone of our operation, we strive to uphold our RSA obligations in every aspect of our service. We expect all our managers and staff members to strictly adhere to and uphold the prevailing regulations in delivering their responsibilities.

## Strategic Purpose

- To provide staff with a clear understanding of their obligations related to responsible alcohol service.
- To provide management with guidelines to handle individuals who fail to adhere to the policy rules.

## Guidelines

All staff members are required to comply with the following requirements:

- Ensure that free water is available at the bar at all times.
- Servicing an inebriated person is unlawful. If you observe a patron in an intoxicated state, immediately inform the Manager one duty to take suitable action. We value our patrons so their satisfaction is crucial to our business. Always maintain a courteous demeanor when enforcing the law.
- Permitting a drunken or quarrelsome person to stay on the premises is illegal. Consult with the Manager on Duty before undertaking any action. Discretion is key. Evicting patrons from the premises carries inherent risk and is best handled by Management or specially appointed staff members. If any intoxicated individuals are identified in the gaming room, they should be removed as required by the Gaming Machine Act.
- Alcohol may not be served outside of the hours specified on the license. Patrons have thirty minutes post trading hours to finish their drinks, during which no service is to take place.
- Serving alcohol to those under 18 years of age is illegal. Acceptable proof of age documents include:
  - Australian Driver's Licence
  - Victorian Marine Licence
  - Australian or Foreign Passport
  - Victorian Proof of Age Card

- Digital Driver's Licence
  - Learners Permit
- Note: Birth Certificate, Student Cards, and statutory declarations are not acceptable proofs of age. If a customer appears to be under the age of 25, kindly ask for their ID. If they cannot provide ID they should be escorted out of the venue.
- Serving or providing alcohol to a minor is illegal. Always remember never to serve alcohol to minors, even if they are accompanied by a parent or guardian, or consuming a meal.
- Double shots are against Venue Policy. Double shots should not be served under any circumstance.
- Monitor individual alcohol consumption and pace. Be alert for signs of intoxication as different drinkers have different alcohol tolerances. If you have concerns, refer the situation to Management. Suggest low or no-alcohol alternatives or serving smaller quantities in a group setting.
- Communicate with other staff members about potentially problematic customers. At the start and end of your shift, confer with other staff members about any potential issues.
- Discourage patrons from driving if they have been drinking. Early intervention is our policy. If you suspect someone is intoxicated, discourage them from driving and offer to organise alternate transportation. In case of urgent situations, inform the manager on Duty and take all reasonable actions to prevent the intoxicated person from driving.
- Record all incidents in the Security Incident Register and the Manager will record it in the Manager's Diary. This includes evictions, refusal of service, altercations, and injuries. Ensure the incident register is signed by the staff member and the Manager on duty.
- Staff Assistance. If you need assistance regarding alcohol-related issues, please consult the General Manager or the Operations Manager for confidential guidance.

REMEMBER: Always refer matters to the Manager on Duty. Maintain calm and politeness. Be discreet, speak softly, and, if possible, privately. Avoid aggression and violence.

# RESPONSIBLE SERVICE OF GAMING POLICY

## **Overview**

We are committed to fostering a responsible gaming environment for all our patrons. This policy outlines the proactive approach that the venue will take to address the challenges of problem gambling. We emphasise the need for staff vigilance in identifying potential problem gamblers, offering support and guidance where necessary, and ensuring the health and well-being of our patrons is at the forefront of our operations. We are dedicated to minimising the impact of problem gambling and building a sustainable business through engagement, awareness, and support.

## **Strategic Purpose**

The purpose of this Policy is to:

- Enhance awareness amongst all staff members about their roles and responsibilities under this policy,
- Offer clear procedures for handling situations where a patron is exhibiting signs of problem gambling,
- Define the role and responsibilities of the Responsible Gambling Officer (RGO),
- Detail the process of maintaining and updating the Responsible Gambling Register.

## **Guidelines**

This policy is incorporated into the onboarding program for all fresh recruits and ensures that every staff member is educated about the responsible handling of gaming. All gaming staff members are obligated to finish or provide proof of completion of current and valid Responsible Gaming Modules. Employees are also required to conduct training in line with the Venue's Harm Minimisation Policy.

The most senior person on shift within the green line will assume the role of the Responsible Gambling Officer. The RGO will be available in the gaming machine area at all times. A sign is displayed in the gaming entrance and at the cashier advising customers that the Responsible Gambling Officer is available for assistance at all times.

Staff are required to promptly report any observations or concerns about potential problem gamblers to the Responsible Gambling Officer (RGO) . The RGO will then approach the patron in a supportive manner to provide details about avenues of professional support available to them, including our Self Exclusion Program.

Staff are required to provide food and beverage to patrons away from the gaming machines. Offers of food and beverage can be made to patrons at a machine, but must be provided or served away from, and not at the gaming machine. The offer of food and beverage must be part of an interaction with patrons, with the intention of providing a break in play.

**Responsible Gambling Officer Duties include:**

- Monitor the gaming machine area and ensure compliance with the Act, regulations and this code
- Ensure that staff record responsible gambling incidents and interventions in the responsible gambling register
- Observe customers who display behaviour that is consistent with gambling harm and provide assistance as necessary
- Provide advice to staff about gambling harm and how to respond to signs of gambling harm
- Respond to customer enquiries and complaints about the supply of gambling in the approved venue
- Complete any extra duties as requested by the Manager on Duty and Compliance Officer

The organisation maintains a strong collaboration with Victorian Responsible Gambling Foundation and the Venue Support program provided by Gamblers Help. The aim is to provide recurrent training and education to our staff, enabling them to identify, understand, and respond effectively to problem gambling behaviors.

The venue adheres to the Responsible Gambling Service Standards as issued by the VGCCC and supports the 'Your Play' pre-commitment system. All gaming staff are required to complete 'Your Play' training as part of their job requirement, and 'Your Play' is offered to all customers, including loyalty program members.

All gaming-related incidents must be recorded in the Responsible Gambling Register. This register is kept at the Cashier's Station, and all information entered will be treated with utmost confidentiality, in line with our privacy obligations. It's crucial that the Responsible Gambling Register is updated regularly throughout the day as part of our commitment to responsible gambling.

When dealing with a patron exhibiting signs of problem gambling, remember the following points:

- Maintain discretion, empathy, and support
- Encourage a positive and hopeful outlook
- Uphold professional confidentiality

If a patron appears distressed, staff should immediately report their observations to the Responsible Gambling Officer who will take appropriate steps to address the situation

Staff members who experience gambling-related issues are encouraged to contact the Venue Manager for confidential support and assistance.

# ACCEPTING OF TIPS AND GIFT POLICY

## Overview

The organisation is committed to maintaining a transparent and equitable environment, ensuring all employees adhere to internal rules, policies, and ethical conduct. This policy outlines the procedures regarding the acceptance of tips and gifts, fostering a culture of fairness and integrity across all operations within the club.

## Strategic Purpose

The purpose of this policy is to:

- Clearly communicate the rationale behind the prohibition of tips in certain areas.
- Serve as a guideline for handling instances where the policy is not followed.
- Ensure consistency and fairness in customer service and employee treatment.

## Guidelines

### **No Personal Tips from Customers**

- All Management and Staff are strictly prohibited from accepting personal tips from customers in the Gaming Room, Gaming Bar, or TAB areas.
- Tips are only allowed in the Food and Beverage (F&B) departments such as the Bistro, Café, and Function areas.

### **Handling of Tips in Gaming and TAB Areas**

- If a customer attempts to give you a tip, politely return it, explaining our no-tip policy.
- If the customer insists, surrender the tip to the Manager on Duty. If you are the Manager on Duty, report to the Venue Manager.
- Document all unapproved tips in the unclaimed money register for annual submission to the State Revenue Office (SRO).

### **Tips in Bistro, Café, and Function Areas**

- Tips from these areas are to be collected in the tip jar.
- The collected tips will be distributed by the Venue Manager.

### **Recording of Gifts**

- Any gifts received from guests, regardless of value, must be recorded in the gift register.

### **Acceptance of Gifts, Benefits, and Hospitality**

- All Employees should exercise prudence and care before accepting gifts, benefits, or hospitality from anyone who could benefit by influencing them.
- Employees should not solicit gifts, benefits, or hospitality from any parties.
- All bribes must be refused and reported to the Venue Manager.

### **Offers of gifts, benefits, or hospitality should be refused if they:**

- Present an actual, potential, or perceived conflict of interest.
- May bring the organisation's reputation into disrepute.
- Are non-token offers without legitimate business benefit.

### **Consequences**

Any staff member or manager found accepting or soliciting individual tips in prohibited areas will be subject to the company disciplinary policy.

By adhering to this policy, we ensure a fair and consistent experience for all patrons and staff members.

# BARRING POLICY

## **Overview**

The organisation is committed to adhering to its statutory obligations, its rules, and values and providing a safe environment for those involved within our workplace.

We will not tolerate unacceptable or dangerous behaviour by patrons on the premises. The Venue may refuse entry to any person or ask any person to leave the premises, as long as the reason is not discriminatory.

We have zero tolerance for any behaviour which may cause physical or reputational damage to the Venue or threaten the safety and wellbeing of staff and patrons.

## **Strategic Purpose**

- To provide you with an understanding of what may be considered unacceptable behaviour
- To act as a guideline for the barring of individuals who demonstrate these behaviours
- To demonstrate the importance the organisation places on ensuring a safe environment

## **Guidelines**

Appendix (A) provides a general oversight of behaviours that the Venue deems to be unacceptable. The table is to be used as a guide to the maximum number of months that a patron may be barred from attending the licensed premises. Bans are generally applied as a last resort when warnings have been issued and the patron has not curbed their behaviour. Warnings may not be issued if the behaviour is listed as an "Indefinite Barring" as these are a severe breach of the Venue's Code of Conduct and/or may render the licensee or nominee liable to a penalty.

The issuing of any ban will be on the final approval from the Venue Manager, Compliance Officer or Company Director, who will take it on advisement from management and staff. Each incident will be thoroughly investigated and individually judged before a determination is issued; the attitude and demeanour of the patron at the time, any relevant history, and the circumstances surrounding the incident will all be taken into consideration.

The patron will be notified of the barring on their next visit to the venue by the manager on duty or will be contacted by a senior manager prior, if the patron's details are known. Patrons who refuse to leave the venue after a barring letter has been issued may be subject to Police involvement.

If the barred patron wishes to raise an appeal to the barring, they may do so by emailing :  
[compliance@venturehospitality.com.au](mailto:compliance@venturehospitality.com.au)

All bans initiated by the management of the licensed premises will be documented and a record will be made in the Barring Register. Details are to include whom the ban applies to, the start/finish date of the ban, and the reasons for the ban. Investigation notes, CCTV footage, patron images, and any other information relevant to the incident must be stored on the venue's security drive.

At the end of the barring period a senior manager will meet with the barred patron. This meeting will cover the reason behind the initial barring, a clear outline of the Venue's expectations of the changes that need to occur for the patron to return, and an acceptance from the patron to meet these expectations moving forward. It must be made clear to the patron that a second offence will result in an indefinite barring from the venue.

### **Procedure:**

- Manager on duty reports the breach to the Venue Manager
- An investigation is conducted into the incident – detailed notes, CCTV, witness statements, patron images, membership information
- Information and proposed barring recommendations are shared with the Venue Manager
- The outcome is recorded in the Barring Register including whom the ban applies to, the start/finish date of the ban, and the reasons for the ban
- Patron is contacted, if the details are known, or informed on their next visit, to let them know the outcome of the investigation
- Once the barring period is lifted the patron is required to have an interview with a senior manager to discuss their return to the Venue
- If the senior manager is not satisfied that the patron will fully comply with the Venue's code of conduct and policies on return, then they may make the recommendation to extend the barring period



## **Appendix A**

<b>UNACCEPTABLE BEHAVIOUR</b>	<b>MAXIMUM BAN PERIOD</b>
Repeated excessive noise – loudness or nature of noise causes irritation or customer complaints	1 month
Repeated consumption of external food and beverages on the licensed premise	1 month
Removal of the reserve sign from a gaming machine and playing off someone's credits	3 months
General disturbance – spitting, refusing to vacate, loitering outside	3 months
Quarrelsome or annoying behaviour – not doing as requested, being argumentative, intrusion of privacy, asking for money	3 months
Obstructing staff in executing duties	3 months
Repeated vaping or smoking not in the designated smoking area	3 months
Objectionable language – words that are profane, obscene, disrespectful, indecent	3 months
Verbal abuse and beratement of management, staff, security or patrons	6 months
Misuse or destruction of property, equipment, or the throwing of objects	6 months
Approaching, or inviting, another patron to purchase their machine credits or winning ticket	6 months
Abuse of the venue loyalty and membership program, including but not limited to placing membership card in another players machine	6 months
Property damage or destruction	6 months
Irate refusal to present ID, presenting false ID, or offering to bribe to avoid the ID requirements	12 months
Repeat abuse of staff or other patrons – action causing undue distress, annoyance or irritation	12 months
Physical violence – wrestling, pushing	12 months
Physical violence – fighting ,punching or any other form of assault	Indefinite
Physical or sexual harassment of management, staff, security or other patrons	Indefinite

Possession of a weapon	Indefinite
Drugs on premises	Indefinite
Theft or deception	Indefinite
Threats of physical violence/intimidation/aggression – person fears for safety or damage being done	Indefinite
Presentation of counterfeit notes or fraudulent winning documentation such as book pays, cheques, TITO or TAB tickets	Indefinite
Alcohol Offences- Supply to underage	Indefinite
Use of the Gaming Machine other than it's intend purpose	Indefinite
Receiving or distributing of cash in a suspicious manner	Indefinite
Attempting to have a cheque drawn up in a third-parties name	Indefinite
Selling, exchanging or giving any accumulated credits in a machine to another patron	Indefinite
Buying or receiving accumulated credit from another patron	Indefinite
"Buying in" to any form of gambling feature on an EGM or offering to another patron	Indefinite
Exchange or purchase of cheques, including cash transaction between patrons representing their winnings	Indefinite
Repeated offence on return to the Venue after the barring period time has been served	Indefinite

# GAMING ROOM HOUSE POLICY

This "Gaming Room Policy" is displayed in the gaming room. It is expected that all customers adhere to this policy at all times.

By entering the gaming room, the patron is required to abide by these policies.

1. No loitering in the gaming room; they will be asked to leave.
2. Noise must be kept to an appropriate level.
3. The Venue takes no responsibility for any lost credits from a machine. We strongly advise all customers to cash out any remaining credits when leaving a machine unattended.
4. Playing or reserving multiple gaming machines simultaneously is not permitted.
5. Use of the gaming machines other than for their intended purpose is prohibited.
6. Theft or damage of venue property will not be tolerated. Offenders will be reported, held responsible for all costs, and will be barred.
7. Syndicate play will not be permitted.
8. All book pays, tickets and cheques will be issued to the winner only.
9. Harassment, aggressive, or abusive behavior towards staff will not be tolerated.
10. Gaming cheque issue may take up to 30 minutes to process.
11. We only allow up to \$1000 to be exchanged to smaller or larger denominations per transaction.

## **Please note:**

Any breach of the following will result in being permanently barred from the venue:

- Selling or exchanging any accumulated credits in a machine to another patron.
- Buying or receiving accumulated credit from another patron.
- 'Buying in' to any form of gambling feature on a gaming machine.
- Exchange or purchase of cheques, including cash transactions between patrons.

# AML/CTF EMPLOYEE GUIDE POLICY

## **Overview**

The AML/CTF Act was enacted by the Australian Federal Government to ensure Australia meets its international commitments such as the battle against money laundering and terrorism financing. In addition the Act also tackles the potential threat of domestic criminals utilising these schemes for laundering their unlawful earnings. It primarily aims to deter criminals ranging from tax evaders, drug traffickers, counterfeiters and suchlike from exploiting our betting services and gaming machines as a plausible explanation for unaccountable wealth.

## **Strategic Purpose**

The primary objectives of this policy is:

1. To ensure staff have a thorough understanding of their obligations under the Act
2. To deter criminals from using the Venue for money laundering or terrorist financing.
3. To detect, deter, and report on suspicious transactions that may suggest such activity.
4. To ensure that robust systems and controls are in place for AML and CTF compliance.

## **Guidelines**

The venue will meet the following obligations under the ACT:

- Implement and maintain an AML/CTF venue specific program, which determines the guidelines the venue will operate under.
- Appoint an AML/CTF compliance officer to take responsibility of the program.
- Conduct a risk assessment that determines the possibility of low, medium and high risk patrons

## **Employees Responsibilities:**

All employees are expected to:

- Understand the AML/CTF obligations that apply to their role within the venue.
- Vigilantly monitor any unusual or suspicious customer activities and report them appropriately.
- Participate in AML/CTF training sessions to stay updated on the latest regulations and best practices.
- Handle all customer and transaction information confidentially and securely, in accordance with our data protection policies.

## **Consequences of Non-Compliance**

Should a venue employee relevant to the situation fail to adhere to their responsibilities, the Compliance Officer will provide relevant assistance and guidance. As needed, they may be arranged to participate in further training. If their non-compliance persists, the Venue's Disciplinary Policy will be applied, potentially leading to dismissal. Moreover, if the Venue does not adhere to its obligations, it risks incurring significant fines.

## **Identification of “suspicious behaviour” by a patron and how to respond accordingly.**

Suspicious behaviour may be considered as the following:

- Patrons giving inadequate information when requested
- Attempts to evade the necessity of reporting or maintaining records
- Variations/Unusual betting patterns
- Attending the venue with large amounts of cash
- Attempting to exchange large amounts of cash
- Conduct that doesn't align with the patron's profession or past activities
- Regular conversion of small cash denominations into larger ones
- Buying credits under a defined limit
- Acquiring credits from other patrons
- Depositing money into machines with minimal play and cashing out.

Should you notice any behavior that raises suspicion, it's crucial that you promptly inform the Manager on duty or the Compliance Officer.

Following this, the Venue might be obligated to relay these suspicions to AUSTRAC.

## **Patron Identification Procedures**

The Venue is obliged to gather and confirm details about a customer before disbursing gains or accumulated credits, or bestowing a prize from a gaming machine amounting to \$10,000 or above. This procedure is mandatory regardless of whether the payout is executed via cheque or EFT .

Payments can only be made to the winning patron.

The minimum information which the Venue must collect about a patron is as follows:

Full name

Full residential Address

Date of Birth

The process is performed by verifying the information given by the patron using identity documentation. There is a list of permissible IDs prominently displayed at each cashier point.

The venue also reviews CCTV footage to verify the identity of the winning patron, this ensures that the patron being issued the payment was the patron playing the machine.

Should a patron fail to produce identification from the pre-approved list, they are encouraged to present alternative forms of ID. In such cases, it is necessary to involve the Manager on Duty or AML/CTF Compliance Officer for further guidance.

## **Suspicious Matters Reporting**

All staff members at the gaming room are required to remain vigilant and report any unusual or suspicious activities that may raise concerns.

Suspicious Matter Reporting Procedures:

- Staff members who observe any suspicious activity within the venue must report the suspicious activity to the manager on duty or the Compliance Officer
- If the manager on duty has been notified of a suspicious activity, they must complete a suspicious matters form and forward to the Compliance Officer promptly, making sure to include the date, time, location and type of suspicious activity observed.
- The Compliance Officer will review all incidents and take appropriate action based on the information provided, including reviewing CCTV footage and collecting relevant data.
- Once the suspicious matter has been reviewed the Compliance Officer must complete a senior management approval to play for the patron involved
- If the suspicious activity is deemed to be related to money laundering a Suspicious Matters Report will be submitted to AUSTRAC within (3) business days.
- If the suspicious activity is deemed to be related to terrorism a Suspicious Matters Report will be submitted to AUSTRAC within 24 Hrs
- All staff members are required to maintain strict confidentiality regarding reported suspicious activities and related investigations

Review and Compliance

- The Compliance Officer will review the Large Win Register on a regular basis
- Any transactions deemed suspicious will be reported to AUSTRAC as a Suspicious Matter in accordance with regulatory requirements
- Any relevant information reviewed by the Compliance Officer related to an SMR will be securely stored in compliance with data protection regulations and internal policies.

## **Employee Due Diligence Program**

The following employment stipulations will be applicable to all newcomers and current employees who are undergoing promotion or cross-training:

- The employee is obliged to furnish a copy of their gaming licence. While all licensed employees would have already undergone a police verification for their gaming licence, an updated check might be required if we deem it necessary.
- All new hires will participate in a comprehensive induction upon joining, and additional training will be provided with our preferred AML/CTF provider.
- It's compulsory for all employees stationed in the gaming room to acquire the required module certificates in the responsible service of gaming.
- We will constantly monitor all employee actions in the gaming room through a variety of methods, including CCTV surveillance, supervision by gaming room managers and supervisors, and routine paperwork audits.
- Any gaming wins amounting to or exceeding \$2,000 MUST be compensated via cheque or EFT, which requires a manager's signature.
- Management will scrutinise the pay-outs of winning tickets made by cashiers over time, to identify any unusual behavioral patterns.

# DISCIPLINARY POLICY

## **Overview**

The organisation is committed to providing quality services and maintaining a professional work environment. This policy outlines our obligations and the standards expected of all employees to ensure the safety, efficiency, and legality of operations within the organisation. This document adheres to the guidelines and principles outlined in the Privacy Act 1988 concerning the management of personal information.

## **Strategic Purpose**

The purpose of this disciplinary policy is to:

- Clearly define what constitutes misconduct and gross misconduct.
- Educate employees on the Employee code of conduct.
- Serve as a guideline for managing behaviors that violate our standards.
- Uphold a safe and consistent environment across the organisation
- Foster a culture that recognises and rewards exemplary behavior while providing mechanisms to address and rectify undesirable actions.

## **Guidelines**

This policy applies to all employees and is designed to address issues such as poor performance, inappropriate conduct, and breaches of workplace policy. The following outlines the types of behaviors that may warrant disciplinary actions:

### **General Misconduct (requiring progressive warnings):**

- Unprofessional behavior including damage to property, immature actions, and rudeness.
- Poor work performance, habitual lateness, or absenteeism.
- Minor breaches venue policies or safety standards.
- Inappropriate use of language or minor harassment.
- Minor financial discrepancies or irregularities.



### **Serious or Gross Misconduct (potentially resulting in immediate dismissal):**

- Illegal activities including the possession or use of illegal drugs, or theft.
- Severe breaches of policy such as falsifying work records or serious safety violations.
- Harassment, discrimination, or any action that severely impacts the dignity and reputation of others.
- Unauthorised disclosure of confidential information.
- Any fraudulent behavior or gross negligence that jeopardises the venue's operations or safety of its personnel

### **Procedure**

#### **1. Investigation:**

- Allegations of misconduct are investigated discreetly, adhering to principles of fairness and confidentiality.
- Investigations are prompt, and all involved parties will have an opportunity to be heard.

#### **2. Progressive Discipline:**

- *Discussion Note:* For initial concerns about performance or behavior, a formal note will be documented and discussed with the employee.
- *Written Warning:* If misconduct continues, or for more serious infractions, a written warning is issued and active for six months.
- *Final Written Warning and Notice of Dismissal:* Repeated or unrectified behavior following a written warning may lead to a final written warning or notice of dismissal.

#### **3. Immediate Actions:**

- *One-Off Warning:* In cases of severe misconduct, a one-off warning may replace progressive steps, depending on the employee's history and the incident's severity. A one-off warning will remain live on an employee's file for their employee life cycle and any repeated incident will result in immediate termination.
- *Suspension:* As investigations are conducted, employees may be suspended for up to 10 working days, during which they will receive their normal wages.
- *Instant Dismissal:* For gross misconduct, employment may be terminated immediately without prior warnings.

#### **4. Documentation and Communication:**

- All disciplinary actions are documented and stored in the employee's personal file.
- Communication of disciplinary actions will be conducted in writing to ensure clarity and record-keeping.

5. **Appeals and Grievances:**

- Employees have the right to appeal disciplinary decisions through a formal grievance process.

This disciplinary policy ensures that all employees are treated fairly and that disciplinary actions are consistent with the organisational standards and legal requirements. Employees are encouraged to familiarise themselves with these procedures to maintain the integrity and professionalism of the workplace.

## **Annexure 8 Set of conditions**

# Annexure 8

## Conditions of approval

Conditions of the decision of the Commission, dated **XXXX** to grant the application by PJ Cook Investments Pty Ltd to increase the number of electronic gaming machines (EGMs) operated at the premises 'Fyansford Hotel', located at 67 Hylamd Street, Fyansford VIC 3218 (the Premises) from 40 to 68.

### Condition 1 - Risk Assessment and Risk Register

- 1.1 Prior to the installation of any additional electronic gaming machines (**Additional EGMs**) at the Premises, the Venue Operator (**VO**) must appoint a suitably qualified independent third party to:
  - 1.1.1 conduct a Risk Assessment to identify the risks related to gambling harm and criminal influence associated with the operation of EGMs at the Premises.
  - 1.1.2 the risk assessment must consider, at a minimum, the people, systems and processes in place at the Premises.
  - 1.1.3 develop a Risk Register in relation to the Premises' people, systems and processes and set out how harm minimisation and criminal influence in gambling will be managed at the Premises.
  - 1.1.4 the Risk Register must identify the practices and controls that will address each risk, along with the steps the VO must take to implement those practices and controls.
    - 1.1.4.1 the steps set out in 1.1.4 must be enshrined in the VO's operating manual.
- 1.2 Prior to appointing the suitably qualified independent third party, the VO must provide the details of that third party (including qualifications and experience) and the proposed scope of the Risk Assessment to the Commission for approval.

### Condition 2 - Compliance with Risk Register

- 2.1 No later than 1 month after the development of the Risk Register in accordance with Condition 1, and every 12 months after that date, the VO must provide a written attestation to the Commission confirming the following:
  - 2.1.1 that the VO has made all necessary enquiries to be satisfied that all the identified practices and controls have been, and continue to be, implemented; and
  - 2.1.2 that the VO has reviewed the Risk Register to ensure that any new risks or changes to risks have been identified and that the Risk Register has been updated to ensure the treatments and controls are effective to address those risks.
- 2.2 The written attestation must be made by an officer of the VO.

### Condition 3 - Compliance with other obligations

- 3.1 Prior to the commencement of any of the Additional EGM the Commission must have been provided with and have processed applications by Belrec Inc to surrender VOL V9M10025 and to surrender the Premises Approval held by it in relation to premises at 34-70 Calveat Street, Hamlyn Heights.
- 3.2 At all times any of the Additional EGMs are in operation at the Premises, the VO must ensure that:
  - 3.2.1 the service of food and beverage to patrons whilst seated at any EGM at the Premises will not occur;
  - 3.2.2 Minimum staffing levels are maintained as follows:
    - 3.2.2.1 From 11:00 AM until 1:00 AM the following day, a minimum of 2 staff on duty in the gaming room;

- 3.2.2.2 From 10:00 AM until 10:00 PM, a minimum of 1 responsible gambling officer (**RGO**) on duty in the gaming room at all times the gaming room is operational;
- 3.2.2.3 After 10:00 PM until close of the Hotel, a minimum of 2 RGOs on duty in the gaming room at all times the gaming room is operational; and
- 3.2.2.4 A person aged over 18 years who is appropriately qualified and trained as manager in charge of the hotel operations at the Premises at all times gaming is available.
- 3.2.3 All staff rostered in the gaming room are trained in YourPlay and able to assist patrons to sign up to YourPlay and set pre-commitment limits for EGM time and spend;
- 3.2.4 A full-time RGO is employed at the Premises to coordinate the venue's self-exclusion program, and to implement harm minimisation training for staff. The RGO must have completed Victorian Government Responsible Service of Gaming (**RSG**) Module 2 and Module 4 within the last 2 years;
- 3.2.5 At all times the gaming room is in operation, at least 1 staff member who has completed RSG Module 2 and Module 4 training is on duty;
- 3.2.6 Staff are prohibited from using EGMs at the Premises at any time;
- 3.2.7 Patrons are prohibited from reserving an EGM in order to use another EGM;
- 3.2.8 Patrons are prohibited from reserving an EGM for longer than 10 minutes;
- 3.2.9 All officer holders of the VO must have completed RSG Modules 1 and 2 training within 60 days of their appointment or prior to commencement of the operation of any EGMs at the Premises (whichever is the earlier).
- 3.3 No later than 1 month following the installation of any EGMs at the Premises and every 12 months after that date, the VO must provide a written attestation to the Commission confirming that they have made all necessary enquiries to be satisfied that the requirements in 3.1 are being complied with. The written attestation is to be made by an office holder of the VO.
- 3.4 The written attestation must specify each of the systems, policies and procedures that have been developed and implemented to ensure continued compliance with each of the requirements in Condition 3.

#### Condition 4 - Risk of criminal influence

- 4.1 Prior to the installation of any EGMs at the Premises, the VO must ensure that:
  - 4.1.1 all office holders of the VO, the nominee, managers and all gaming room staff have completed Anti-Money Laundering (AML) and Counter Terrorism Financing (CTF) Training within the last 12 months;
  - 4.1.2 adequate systems, policies and procedures have been developed and implemented at the Premises to ensure all staff are appropriately trained in identifying and mitigating this risk.
- 4.2 Every 12 months after the installation of any EGMs at the Premises, the VO must provide a written attestation to the Commission confirming that they have made all necessary enquiries to be satisfied that the requirements in 4.1 above are being complied with. The written attestation is to be made by an office holder of the VO.

- 4.3 The written attestation must specify each of the systems, policies and procedures that have been developed and implemented to demonstrate compliance with Condition 4.1.2.

#### Condition 5 - Works

- 5.1 The Works at the Premises as defined in condition 5.2 must be substantially completed to the satisfaction of the Victorian Gambling and Casino Control Commission (Commission) by the date that is 24 months after the commencement of the operation of any of the Additional EGMs at the Premises
- 5.2 For the purposes of this clause, the Works must be generally in accordance with the plans prepared by **XXXX and dated [XXXX]**
- 5.3 If the Works referred to in condition 5.2 are not substantially completed by the date that is 24 months after the commencement of the operation of any of the Additional EGMs at the Premises, the operation of the Additional EGMs must cease immediately until the Commission is provided with the required written confirmation.
- 5.4 The Commission may, on the request of the Venue Operator, agree to extend the time for completion of the Works referred to in condition 5.2. The request must be made no later than the date that is 21 months after the commencement of the operation of any of the Additional EGMs. Any request for an extension of time must include an explanation as to why the Works have not been substantially completed.
- 5.5 If the Commission agrees to extend the time for completion of the Works in accordance with condition 5.4, the Commission may require that any of the Additional EGMs cease operation during the period of any extension of time granted by the Commission.

#### Condition 6 - Community Contributions

- 6.1 The Venue Operator must make the following community contributions:
- 6.1.1 Donations to Bell Park Sports and Community Club are to be made in accordance with the GME Sponsorship Deed dated 01 June 2025 and filed with the Commission as appended to the witness statement of Stephen John Beaumont.
- 6.1.2 For the avoidance of doubt the above is in addition to the ongoing donation obligations linked to the decision of the Victorian Civil and Administrative Tribunal dated 17 July 2013.

##### **(collectively the Contribution)**

- 6.2 If any part of the Contribution remains undistributed at the end of each reporting period, the VO must cease the operation of all Additional EGMs at the Premises for as long as the Contribution remains outstanding.
- 6.3 The VO must provide to the Commission evidence of payment of the Contribution to the Commission annually from the date of installation of the Additional EGMs at the Premises.

#### Condition 7 - Breach of conditions

- 7.1 Where the Commission determines that the VO has not complied with one or more of the conditions, the Commission may require the VO to cease operating any EGMs at the Premises until it is satisfied that:
- 7.1.1 such failure is rectified to the satisfaction of the Commission; and
- 7.1.2 the VO has carried out the relevant and necessary action and/or implemented the relevant and necessary systems, processes and procedures to prevent the occurrence of a future breach.