

Queensland



**BRISBANE CASINO
AGREEMENT AMENDMENT
ACT 2001**

Act No. 91 of 2001

Queensland



**BRISBANE CASINO AGREEMENT
AMENDMENT ACT 2001**

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Queensland



**Brisbane Casino Agreement Amendment
Act 2001**

Act No. 91 of 2001

**An Act to amend the *Brisbane Casino Agreement Act 1992*, and for
other purposes**

[Assented to 10 December 2001]

The Parliament of Queensland enacts—

PART 1—PRELIMINARY

1 Short title

This Act may be cited as the *Brisbane Casino Agreement Amendment Act 2001*.

2 Commencement

Sections 4, 5, 8 to 11 and 13 commence immediately after a further agreement is entered into under the *Brisbane Casino Agreement Act 1992*, section 5(1) (as renumbered by this Act).

PART 2—AMENDMENT OF BRISBANE CASINO AGREEMENT ACT 1992

3 Act amended in pt 2

This part amends the *Brisbane Casino Agreement Act 1992*.

4 Amendment of s 2 (Definitions)

(1) Section 2, definitions other than the definitions “Brisbane Casino”, “casino agreement” and “Control Act”—

omit.

(2) Section 2, definition “casino agreement”, ‘section 4’—

omit, insert—

‘section 3’.

5 Omission of s 3 (Interpretation—meaning of “development”)

Section 3—

omit.

6 Amendment of s 4 (Minister may make agreement for Brisbane Casino)

Section 4—

insert—

‘(4) The Minister may not enter into an agreement under this section after the commencement of the *Brisbane Casino Agreement Amendment Act 2001*, section 6.

7 Amendment of s 6 (Variation of casino agreement)

(1) Section 6(1), after ‘further agreement’—

insert—

‘corresponding to the proposed further agreement set out in the schedule’.

(2) Section 6(2)—

omit.

(3) Section 6(3)—

renumber as section 6(2).

8 Replacement of pt 3 hdg (Application of other Acts)

Part 3, heading—

omit, insert—

‘PART 3—MISCELLANEOUS’.

9 Omission of ss 7–10

Sections 7 to 10—

omit.

10 Omission of s 12 (Casino agreement not limited by this Part)

Section 12—

*omit.***11 Omission of pt 4 hdg (Miscellaneous)**

Part 4, heading—

*omit.***12 Insertion of new schedule**

After section 13—

*insert—***‘SCHEDULE****‘PROPOSED FURTHER AGREEMENT**

section 5(1)

THIS DEED is made on**BETWEEN THE STATE OF QUEENSLAND (“the State”)****AND JUPITERS LIMITED** ACN 010 741 045 of 9th Floor,
Nicon Tower, 17 Victoria Avenue, Broadbeach
(“Jupiters”)**RECITALS**

- A** The parties are the parties to an agreement made on 6 May 1993 relating to the development and operation of a casino-hotel complex at Brisbane in the State of Queensland which was authorised by the Act and was varied pursuant to the Act by agreements made on 15 June 1993, 21 October 1994, 6 April 1995 and 3 February 1997.
- B** The parties have agreed to amend the Brisbane Casino Agreement in the manner set out in this document.

IT IS AGREED

1 INTERPRETATION

1.1 Definitions

In this document:

“Act” means the Brisbane Casino Agreement Act 1992.

“Brisbane Casino Agreement” means the agreement referred to in Recital A.

1.2 Construction

Unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vi) provisions or terms of this document or another document, agreement, understanding or arrangement include a

reference to both express and implied provisions and terms;
and

(vii) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and

(d) a reference to this document includes all schedules and annexures referred to in it.

1.3 Headings

Headings do not affect the interpretation of this document.

2 AMENDMENT OF BRISBANE CASINO AGREEMENT

The parties agree that the Brisbane Casino Agreement is amended in the manner set out in Schedule 1.

3 MISCELLANEOUS

3.1 Governing law and jurisdiction

(a) This document is governed by and is to be construed in accordance with the laws in force in Queensland.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

EXECUTED as a deed.

SIGNED BY)
the Treasurer of the State of Queensland))
for and on behalf of the State of))
Queensland in the presence of:))

.....
Witness

.....
Name of Witness (print)

THE COMMON SEAL of)
JUPITERS LIMITED is affixed)
in the presence of:)

.....
Company Secretary/Director Director

.....
Name of Company Secretary/Director Name of Director (print)
(print)

SCHEDULE 1

AMENDMENTS TO BRISBANE CASINO AGREEMENT

1 Insertion of new index

Before the heading, ‘CASINO AGREEMENT’—
insert—

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2 Amendment of introductory clause

(1) Introductory clause, ‘this day of 1993’—

omit, insert—

‘this sixth day of May 1993’.

(2) Introductory clause, ‘hereinafter called “the State” ’—

omit, insert—

‘ “the State” ’.

(3) Introductory clause, ‘principal’—

omit, insert—

‘registered’.

(4) Introductory clause, ‘in the State of Queensland’—

omit.

(5) Introductory clause, ‘hereinafter called “the Company” ’—

omit, insert—

‘ “the Company” ’.

3 Replacement of recital A

Recital A—

omit, insert—

‘This Agreement was entered into in accordance with section 4 (Minister may make agreement for Brisbane Casino) of the *Agreement Act* to satisfy section 19 (Agreement to precede grant of casino licence) of the *Control Act*’.

4 Omission of recital B

Recital B—

omit.

5 Amendment of recital C

(1) Recital C—

renumber as recital B.

(2) Recital B, as renumbered, ‘The’—

omit, insert—

‘Prior to the grant of the Casino Licence, the’.

(3) Recital B, as renumbered, ‘has’—

omit.

(4) Recital B, as renumbered, ‘an hotel-casino complex’—

omit, insert—

‘a casino-hotel’.

6 Amendment of recital D

(1) Recital D—

renumber as recital C.

(2) Recital C, as renumbered, ‘acknowledges’—

omit, insert—

‘acknowledged’.

(3) Recital C, as renumbered, ‘Complex is’—

omit, insert—

‘Brisbane Casino-Hotel Complex was’.

(4) Recital C, as renumbered, ‘is necessary’—

omit, insert—

‘was necessary’.

(5) Recital C, as renumbered, after ‘for the establishment of the’—

insert—

‘Brisbane Casino-Hotel’.

7 Omission of recital E

Recital E—

omit.

8 Amendment of recital F

Recital F—

renumber as recital D.

9 Amendment of recital G

(1) Recital G—

renumber as recital E.

(2) Recital E, as renumbered, ‘Agreement’—

omit, insert—

‘agreement’.

10 Replacement of introductory words

(1) Introductory words at the end of the recitals, ‘NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:’—

omit, insert—

‘IT IS AGREED’.

11 Amendment of cl 1

(1) Clause 1, definitions, “**Building Agreement**”, “**Commissioning**”, “**Company’s Contractor**”, “**Company’s Nominated Representative**”, “**Complex**”, “**Construction Period**”, “**Corporations Law**”, “**Development Program**”, “**Easement Plan**”, “**Facility Letter**”, “**Fit-out**”, “**Lands Minister**”, “**Licence Agreement**”, “**Management Agreement**”, “**Minister’s Nominated Representative**”, “**Operative Date**”, “**Ordinances**”, “**Permitted Development**”, “**Permit to Occupy**”, “**Planning Legislation**”, “**Planning Scheme**”, “**Planning Scheme Maps**”, “**Project Advisory Group**”, “**Registered Place**”, “**Show Cause**”, “**Site Establishment**” and “**Statutory Planning Provisions**”—

omit.

(2) Clause 1—

insert—

‘**“Approved Holder”** means—

- (a) a body registered under the *Life Insurance Act 1995* (Cwlth) if the body, in its last published audited financial statements, held net assets of at least \$100 million; or
- (b) a regulated superannuation fund, an approved deposit fund, a pooled superannuation trust, or a public sector superannuation scheme within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cwlth) if the fund, trust or scheme, in its last published audited financial statements, held net assets of at least \$100 million; or
- (c) a managed investment scheme within the meaning of the *Corporations Act* if the scheme, in its last published audited financial statements, held net assets of at least \$100 million; or
- (d) a person who is a licensed dealer and a member organisation of an Australian stock exchange within the meaning of the *Corporations Act* acting as principal, if the licensed dealer, in its last published audited financial statements, held net assets of at least \$100 million; or
- (e) an authorised deposit-taking institution that carries on any banking business in Australia within the meaning of the *Banking Act 1959* (Cwlth) and their wholly-owned subsidiaries; or
- (f) any building society regulated by the Australian Prudential Regulation Authority and their wholly-owned subsidiaries.

“Brisbane Casino-Hotel Complex” means all land and Works used, constructed or effected or to be used, constructed or effected on the Site for a hotel, casino and other Uses in accordance with this Agreement.

“Building” has the meaning given in the *Integrated Planning Act 1997*.

“Casino Part” means the part of the Brisbane Casino-Hotel Complex that is a Casino.

“Chief Executive (Gaming Regulation)” means the chief executive of the department responsible for the *Control Act*.

“**Chief Executive (Heritage)**” means the chief executive of the department responsible for the *Heritage Act*.

“**Chief Executive (Natural Resources and Mines)**” means the chief executive of the department responsible for the *Land Act*.

“**Chief Executive (Public Works)**” means the chief executive of the department responsible for public works.

“**1992 Conservation Study**” means the 1992 conservation study undertaken by Allom Lovell Marquis-Kyle Architects in respect of the Treasury Buildings Groups, a copy of which has been lodged by the Company with the Chief Executive (Gaming Regulation).

“**1995 Conservation Report**” means the 1995 report undertaken by Allom Lovell Marquis-Kyle Architects in respect of the Former Museum/Library Brisbane, a copy of which has been lodged by the Company with the Chief Executive (Gaming Regulation).

“**Corporations Act**” means the *Corporations Act 2001* of the Commonwealth of Australia and the regulations made under that Act, and includes—

- (a) the Act and regulations as amended from time to time; and
- (b) if any law of the Commonwealth is substituted for the Act or regulations—the substituted law.

“**Cultural Heritage Significance**” has the meaning given to it in the *Heritage Act*.

“**Decision Date**” means the day immediately following—

- (a) the end of the Public Notice Period where the Heritage Council has decided to publish a Public Notice pursuant to clause 35(g)(i); or
- (b) the day on which the Heritage Council has decided not to publish a Public Notice pursuant to clause 35(g)(i).

“**Decision Notice**” means a notice—

- (a) published in—
 - (i) the gazette; and
 - (ii) a newspaper circulating throughout Queensland; and
 - (iii) a newspaper circulating in the Local Government Area; and
- (b) containing details of the Minister’s decision.

“Development Application” means an application to the Minister for approval of Regulated Development in respect of the Brisbane Casino-Hotel Complex or the Site pursuant to clause 15.

“Development Approval” means an approval granted by the Minister in respect of a Development Application and includes other working drawings and specifications approved by the Minister as part of the Development Approval which will result in variations to the Schematic Design Drawings.

“Development Legislation” means any—

- (a) legislation of whatsoever nature relating to Development including, without limitation, the *Building Act 1975*, the *Sewerage and Water Supply Act 1949*, the *Local Government Act 1993*, the *City of Brisbane Act 1924*, the *City of Brisbane Town Planning Act 1964*, the *City of Brisbane Town Planning Modification Act 1976*, the *Local Government (Planning and Environment) Act 1990*, the *Integrated Planning Act 1997*, and the *Land Act 1994*; and
- (b) Planning Instrument whether or not made under the legislation specified in paragraph (a); and
- (c) other statutory provisions regulating the Development of the Site.

“Easements” means easements 700603724, 700603750 and 700603774.

“Emergency Work” means the Variation Work that is necessary to support, stabilise or secure the Heritage Place.

“Emergency Works Notice” means a notice setting out—

- (a) the damage that has been caused to the Heritage Place; and
- (b) the Variation Work that is necessary to repair the Heritage Place so as to—
 - (i) mitigate the hazards or risks specified in clause 38(a); and
 - (ii) ensure the safety and effective operation of the Brisbane Casino-Hotel Complex.

“Fabric” means all the physical material of the Heritage Place.

“Former Construction Site” has the meaning given to construction site in the *Brisbane Casino Agreement Regulation 1993*.

“Heritage Legislation” means any legislation of whatsoever nature relating to the Cultural Heritage Significance of a place or an object and includes the *Heritage Act*.

“Heritage Management Plan” means the Heritage Management Plan agreed or approved by the Minister pursuant to clause 33 and includes any amendments to the Heritage Management Plan approved by the Minister.

“Heritage Management Principles” means the following principles for the heritage management of the Heritage Places—

- (a) The Use of the Heritage Places to house a casino-hotel requires frequent changes to decoration and presentation during the Lease Period. In the long term such changes generally do not harm the Cultural Heritage Significance of the Heritage Places.
- (b) A clear distinction must be made between the Heritage Places themselves and the casino-hotel and furniture and fitments which are temporary and benign and without Cultural Heritage Significance.
- (c) The Heritage Places are to be used like a theatre stage, equipped to work and dressed to create the atmosphere required by the casino-hotel function. It is a decision for the Company to decide the style “stage set”, to change it from time to time and to make judgements about the taste.
- (d) The aim is to protect for the future the Fabric of the Heritage Places that is of Cultural Heritage Significance. It is understood that some elements, even though they are of Cultural Heritage Significance, may be hidden from view during the Lease Period. These hidden elements are to be protected from damage.
- (e) The taste and judgment applied to the temporary decoration and furnishings of areas which are—
 - (i) not of special Cultural Heritage Significance can be undertaken in most cases as Permitted Variation Work; and
 - (ii) of special Cultural Heritage Significance can be undertaken in most cases with approval for Major Variation Work or Minor Variation Work.

“Heritage Place” means the Treasury Building, Land Administration Building, John Oxley Library Building and the Queens Wharf Road Retaining Wall.

“**Land Act**” means the *Land Act 1994*.

“**Liquor Act**” means the *Liquor Act 1992*.

“**Major Park Works**” has the meaning given in clause 29.

“**Major Variation Work**” has the meaning given in clause 35.

“**Material Change of Use**” means a change of the Use of the Brisbane Casino-Hotel Complex or the Site.

“**Materials**” means all furniture, fittings, fixtures, statues, ornaments and monuments within or attached to the Buildings, Structures and land comprising the Former Construction Site.

“**Method Statement**” means a written description of the manner in which Variation Work that is likely to be required repeatedly and that has the potential to cause cumulative harm to the Cultural Heritage Significance of the Heritage Place should be carried out.

“**Minor Park Works**” has the meaning given in clause 28.

“**Minor Variation Work**” has the meaning given in clause 34.

“**Natural Resources Minister**” means the Minister responsible for the *Land Act*.

“**Park Works**” means Works that are carried out in Queens Park.

“**Park Works Application**” means an application to the Minister for approval of Minor Park Works or Major Park Works pursuant to clauses 28 and 29.

“**Permitted Park Works**” has the meaning given in clause 27.

“**Permitted Variation Work**” has the meaning given in clause 36.

“**Planning Instrument**” means any statutory instrument regulating Development.

“**Prescribed Development Legislation**” means the following Development Legislation—

- (a) *Standard Building Regulation 1993*;
- (b) *Standard Water Law*;
- (c) *Standard Sewerage Law*;
- (d) *Fire and Rescue Authority Act 1990*;
- (e) *Workplace Health and Safety Act 1995*; and

(f) State laws generally applicable to Works.

“Prescribed Information” means details of—

- (a) the existing condition of that part of the Heritage Place relevant to the application for approval of Major Variation Work; and
- (b) the history and Development of that part of the Heritage Place relevant to the application for approval of Major Variation Work; and
- (c) the Cultural Heritage Significance of that part of the Heritage Place relevant to the application for approval of Major Variation Work; and
- (d) the proposed Major Variation Work; and
- (e) the likely impact of the proposed Major Variation Work on the Cultural Heritage Significance of that part of the Heritage Place relevant to the application for approval of Major Variation Work.

“Prescribed Works” means plumbing work or drainage work as defined in the *Integrated Planning Act 1997*.

“Public Notice” means a notice—

- (a) published in—
 - (i) the gazette; and
 - (ii) a newspaper circulating throughout Queensland; and
 - (iii) a newspaper circulating in the Local Government Area in which the Heritage Place is situated; and
- (b) containing any details of the proposed Major Variation Work; and
- (c) inviting written representations from interested members of the public within the Public Notice Period.

“Public Notice Period” means the period specified in the Public Notice not exceeding 20 days from the publication of the Public Notice.

“Public Official” includes a minister, an officer of the public service and an officer or employee of a Public Sector Entity.

“Public Sector Entity” means—

- (a) a department or part of a department; or

- (b) an agency, authority, commission, corporation, instrumentality, office, or other entity, established under an Act for the public or a State purpose.

“Public Works Minister” means the Minister of the Crown charged with the construction of Works in respect of land owned by the Crown.

“Reconfiguring a Lot” has the meaning given in the *Integrated Planning Act 1997*.

“Regulated Development” means Development other than Prescribed Works.

Example—

Regulated Development means—

- (a) a Material Change of Use; and
- (b) Reconfiguring a Lot; and
- (c) Works other than plumbing work and drainage work.

“Review Act” means the *Judicial Review Act 1991*.

“State law” means a law other than a law made by the Local Government or by the Commonwealth.

“State Notice” means the written notice served pursuant to clause 48(a).

“Stored Materials” means the Materials removed from the Site to storage.

“Structure” has the meaning given in the *Integrated Planning Act 1997*.

“Superfluous Notice” means the written notice served pursuant to clause 49(a).

“Use”, in relation to the Brisbane Casino-Hotel Complex or the Site, includes any use incidental to and necessarily associated with the use of the Brisbane Casino-Hotel Complex or the Site.

“Variation Work” means Works that change the Fabric of a Heritage Place on the Site.’.

(3) Clause 1, definition **“Approval Share”**, ‘and to this Agreement’—
omit.

(4) Clause 1, definition **“Brief to Applicants”**, ‘the First Schedule’—
omit, insert—
‘Schedule I’.

(5) Clause 1, definition “**Casino**”, from ‘Complex identified’ to ‘accounting and storage.’—

omit, insert—

‘Brisbane Casino-Hotel Complex identified in the Casino Licence.’.

(6) Clause 1, definition “**Casino Gross Revenue**”, ‘Casino’—

omit, insert—

‘casino’.

(7) Clause 1, definition “**Casino Licence**”, ‘a licence to be’—

omit, insert—

‘the licence dated 11 April 1995’.

(8) Clause 1, definition “**Construction Site**”, from ‘the surrounding area’ to ‘footpaths’—

omit, insert—

‘such other land’.

(9) Clause 1, definition “**Construction Site**”, ‘the indicated areas’—

omit, insert—

‘the Site’.

(10) Clause 1, definition “**Construction Site**”, ‘and approved’—

omit, insert—

‘which has been approved’.

(11) Clause 1, definition “**Decision**”, ‘“**Decision**” in Part III’—

omit, insert—

‘“**decision**”’.

(12) Clause 1, first definition of “**Development**”, from ‘in Part III’ to ‘meanings given in this Agreement.’—

omit, insert—

‘means—

- (a) a Material Change of Use; or
- (b) Works; or
- (c) Reconfiguring a Lot.’.

(13) Clause 1, second definition of **“Development”**—

omit.

(14) Clause 1, definition **“External Structure”**, ‘structure’—

omit, insert—

‘Structure’.

(15) Clause 1, definition **“Facade”**, after ‘for the relevant Special Lease;’—

insert—

‘and’.

(16) Clause 1, definition **“Financial Agreement”**, ‘even date’—

omit, insert—

‘the date 6 May 1993’.

(17) Clause 1, definition **“Foundation Agreement”**, from ‘, a copy’ to ‘Parliament’—

omit.

(18) Clause 1, definition **“gaming”** or **“gambling”**, ‘or **“gambling”**’—

omit.

(19) Clause 1, definition **“gaming machine”**, after ‘chance and skill;’—

insert—

‘and’.

(20) Clause 1, definition **“gaming machine”**, after ‘into the device;’—

insert—

‘or’.

(21) Clause 1, definition **“gaming machine”**, after ‘gaming machine credits;’—

insert—

‘or’.

(22) Clause 1, definition **“Heritage Archaeologist”**, from ‘heritage archaeologist agreed’ to ‘set out in this clause’—

omit, insert—

‘person approved by the Minister pursuant to clause 41(e)’.

(23) Clause 1, definition “**Heritage Architect**”, from ‘heritage architect agreed’ to ‘set out in this clause’—

omit, insert—

‘person approved by the Minister pursuant to clause 41(d)’.

(24) Clause 1, definition “**Heritage Council**”, ‘of the Heritage Act’—

omit, insert—

‘(Establishment of Council) of the *Heritage Act*’.

(25) Clause 1, definition “**Heritage Minister**”, from ‘of the Crown charged’ to ‘duties of the Heritage Minister’—

omit, insert—

‘responsible for the *Heritage Act*’.

(26) Clause 1, definition “**Lease Commencement Date**”, from ‘in respect of’ to ‘public’—

omit, insert—

‘11 April 1995’.

(27) Clause 1, definition “**Lease Period**”, ‘, subject to clause 45, the period’—

omit, insert—

‘75 years.’.

(28) Clause 1, definition “**Lease Period**”, from ‘of the final’ to ‘for the Site’—

omit.

(29) Clause 1, definition “**Local Authority**”, from ‘**“Local Authority”** means’ to ‘in which the Site is situated.’—

omit, insert—

‘**“Local Government”** means the Brisbane City Council constituted under the *City of Brisbane Act 1924* and any local government or joint local government established under the *Local Government Act 1993* having jurisdiction in respect of the Local Government Area in which the Site is situated.’.

(30) Clause 1, definition “**Local Authority Area**”, ‘a Local Authority’—

omit, insert—

‘the Local Government’.

(31) Clause 1, definition “**Local Authority Area**”, ‘Local Authority outside’—

omit, insert—

‘Local Government outside’.

(32) Clause 1, definition “**Local Authority Area**”, ‘ “**Local Authority Area**” ’—

omit, insert—

‘ “**Local Government Area**” ’.

(33) Clause 1, definition “**Maintenance Work**”, from ‘means work performed’ to ‘or under Part III.’—

omit, insert—

‘means Variation Work performed for the purposes of the protective care of the Heritage Place including without limitation, for example, the protective care of the materials, features, contents and setting that comprise—

- (a) fences;
- (b) gardens and grounds;
- (c) roads and paths;
- (d) roof and drainage systems;
- (e) services and utilities; and
- (f) the Facade.

Maintenance Work also includes painting work in a colour that substantially conforms with an existing colour scheme at the Heritage Place or a colour scheme approved under section 37 (Development by the Crown) of the *Heritage Act* or under Part III.’.

(34) Clause 1, definition “**Minister**”, from ‘The term’ to ‘duties of the Minister.’—

omit.

(35) Clause 1, definition “**Minor Repair Work**”, from ‘means:’ to ‘Casino Control Division.’—

omit, insert—

‘means—

- (a) Variation Works of a minor nature that involves repairs to the Fabric of the Heritage Place and which—
 - (i) use the same types of materials and the same construction methods as were originally used on the Heritage Place or which have been approved under section 37 (Development by the Crown) of the *Heritage Act* or under clause 37; or
 - (ii) are recommended by the Heritage Architect and approved in writing by the Minister having regard to best available information, conservation technology and conservation trade; and
- (b) other Variation Work which is determined from time to time by the Chief Executive (Gaming Regulation).’.

(36) Clause 1, definition “**Premium Junket Revenue**”, ‘Control Act’—

omit, insert—

‘Control Act’.

(37) Clause 1, definition “**Schematic Design Drawings**”, from ‘means’ to ‘provided.’—

omit, insert—

‘means—

- (a) the Schematic Design Drawings including all plans, drawings, reports or other material relating to the Schematic Design Drawings which were tabled in Parliament; and
- (b) all variations and additional plans, drawings, reports and other material relating to the Schematic Design Drawings which were approved under the Agreement; and
- (c) the amended Schematic Design Drawings that are prepared pursuant to clause 21.’.

(38) Clause 1, definition “**Share Holder**”, ‘Articles of Association’—

omit, insert—

‘Constitution’.

(39) Clause 1, definition “**Share Holder**”, ‘ “**Share Holder**” ’—

omit, insert—

‘ “**Shareholder**” ’.

(40) Clause 1, definition “**Site**”, from ‘means’ to ‘Lot 10 on Crown Plan B31753.’—

omit, insert—

‘means the area of land described as situated in the County of Stanley, Parish of North Brisbane and consisting of—

- Lot 492 on Crown Plan 855445;
- Lot 682 on Crown Plan 855445;
- Lot 300 on Crown Plan 866930;
- Lot 301 on Crown Plan 866931;
- Lot 303 on Crown Plan 866933;
- Lot 304 on Crown Plan 866934;
- Lot 11 on Crown Plan 866932; and
- Lot 10 on Crown Plan B31753.’.

(41) Clause 1, definition “**Special Facility Licence**”, from ‘a special facility licence’ to ‘Eleventh Schedule.’—

omit, insert—

‘Special Facility Licence No 45100594.’.

(42) Clause 1, definition “**Special Lease**”, from ‘the lease’ to ‘Seventh Schedule.’—

omit, insert—

‘registered lease No 17750245.’.

(43) Clause 1, definition “**Stop Order**”, ‘Minister,’—

omit, insert—

‘Minister or’.

(44) Clause 1, definition “**Stop Order**”, ‘or their nominated representatives’—

omit.

(45) Clause 1, definition “**Works**”, from ‘all design’ to ‘the Site.’—

omit, insert—

‘building work, operational work, plumbing work and drainage work as defined in the *Integrated Planning Act 1997*.’.

12 Amendment of cl 2

Clause 2, ‘his’—

omit, insert—

‘and that person’s’.

13 Amendment of cl 3

(1) Clause 3(a), ‘Brisbane’—

omit, insert—

‘the Local Government Area’.

(2) Clause 3(a), ‘(a)’—

omit.

(3) Clause 3(b)—

omit.

14 Amendment of cl 4

(1) Clause 4, ‘Act or Acts, regulations, ordinances or by-laws’—

omit, insert—

‘primary or subordinate legislation’.

(2) Clause 4, from ‘Act or those Acts’ to ‘regulation, ordinance or by-law’—

omit, insert—

‘primary or subordinate legislation’.

15 Amendment of cl 5

(1) Clause 5, ‘with the Agreement Act’—

omit, insert—

‘with the *Agreement Act*’.

(2) Clause 5, ‘to the *Agreement Act*’—

omit, insert—

‘to the *Agreement Act*’.

(3) Clause 5, after ‘section 19’—

insert—

‘(Agreement to precede grant of Casino licence)’.

16 Replacement of cl 6

Clause 6—

omit, insert—

‘6. Special Lease.

(a) The benefits conferred upon, and the obligations imposed upon, the Company pursuant to this Agreement include those benefits and obligations contained in the Special Lease.

(b) In the event of any conflict between this Agreement and the Special Lease, this Agreement shall prevail.’.

17 Omission of cl 7

Clause 7—

omit.

18 Amendment of cl 8

(1) Clause 8—

renumber as clause 7.

(2) Clause 7, as renumbered, ‘section 6 of the *Agreement Act*’—

omit, insert—

‘the *Agreement Act*’.

19 Omission of cl 9

Clause 9—

omit.

20 Amendment of cl 10

(1) Clause 10—

renumber as clause 9.

(2) Clause 9, as renumbered, ‘section 5 of the Agreement Act’—

omit, insert—

‘section 5 (Agreement has effect as enactment) of the *Agreement Act*’.

(3) Clause 9, as renumbered, ‘enactment of the Agreement Act’—

omit, insert—

‘enactment of the *Agreement Act*’.

21 Amendment of cl 11

Clause 11—

renumber as clause 10.

22 Amendment of cl 12

(1) Clause 12—

renumber as clause 11.

(2) Clause 11, as renumbered, ‘act’—

omit, insert—

‘Act’.

(3) Clause 11, as renumbered, before ‘Complex’—

insert—

‘Brisbane Casino-Hotel’.

(4) Clause 11, as renumbered, ‘this Agreement in accordance with Section 32 of the *Control Act*.’—

omit, insert—

‘this Agreement,

in accordance with section 32 (Mortgage and assignment of casino licence etc.) of the *Control Act*;’.

(5) Clause 11, as renumbered, from ‘and the Minister shall’ to ‘and in accordance with Section 32 of the *Control Act*’—

omit.

23 Omission of cl 13

Clause 13—

omit.

24 Amendment of cl 14

Clause 14—

renumber as clause 12.

25 Amendment of cl 15

(1) Clause 15—

renumber as clause 8.

(2) Clause 8, as renumbered, ‘, the Permit to Occupy’—

omit.

26 Amendment of pt II hdg

Part II, heading, ‘OF’—

omit, insert—

‘AND USE OF BRISBANE CASINO-HOTEL’.

27 Omission of cls 16–37

Clauses 16 to 37—

omit.

28 Insertion of new cls 13–22

Clauses 13 to 22—

insert—

‘13. Application of Development Legislation to Brisbane Casino-Hotel Complex and the Site.

(a) Any Development Legislation in force in the Local Government Area in which the Brisbane Casino-Hotel Complex and the Site is situated shall not apply to the Development of the Brisbane Casino-Hotel Complex or the Site except to the extent provided for in this Agreement.

(b) For the purposes of the *Integrated Planning Act 1997*, the Development of the Brisbane Casino-Hotel Complex or the Site (other than Prescribed Works) shall be exempt development.

‘14. Use of Brisbane Casino-Hotel Complex Lawful.

(a) The Brisbane Casino-Hotel Complex shall be deemed to be a lawful Use and to be lawfully constructed under any Development Legislation in force in the Local Government Area in which the Brisbane Casino-Hotel Complex and the Site is situated.

(b) Any Development Legislation in force in the Local Government Area in which the Brisbane Casino-Hotel Complex and the Site is situated cannot—

- (i) stop the Use of the Brisbane Casino-Hotel Complex and the Site from commencing or continuing; or
- (ii) further regulate the Use of the Brisbane Casino-Hotel Complex and the Site; or
- (iii) require the Use of the Brisbane Casino-Hotel Complex and the Site to be changed; or
- (iv) require the Works constructed or effected or to be constructed or effected in respect of the Brisbane Casino-Hotel Complex or the Site in accordance with this Agreement to be altered or removed.

(c) The Brisbane Casino-Hotel Complex or the Site cannot be interfered with or interrupted by any Public Sector Entity or any person on the grounds that the Brisbane Casino-Hotel Complex or the Site is contrary to any Development Legislation in force in the Local Government Area in which the Brisbane Casino-Hotel Complex and the Site is situated.

(d) All Planning Instruments in force in the Local Government Area in which the Brisbane Casino-Hotel Complex and the Site is situated are deemed to be of no effect to the extent they are inconsistent with this Agreement.

‘15. Development of the Brisbane Casino-Hotel Complex and the Site.

(a) Any Development Legislation in force in the Local Government Area in which the Brisbane Casino-Hotel Complex and the Site is situated—

- (i) shall not apply to Development (other than Prescribed Works) in respect of the Brisbane Casino-Hotel Complex or the Site; and
- (ii) shall apply to the Prescribed Works except to the extent that the Prescribed Works shall only be required to comply with the standards and requirements applicable to Prescribed Works contained in the Prescribed Development Legislation.

(b) If the Company proposes to carry out Regulated Development in respect of the Brisbane Casino-Hotel Complex or the Site, the Company must make application to the Minister for approval of the Regulated Development.

(c) The Company must make application to the Minister by lodging with the Chief Executive (Gaming Regulation)—

- (i) a submission comprising such drawings, reports or other material as is necessary to illustrate the Regulated Development; and
- (ii) amended Schematic Design Drawings containing particulars of the Regulated Development; and
- (iii) such other information which may be required by the Chief Executive (Gaming Regulation).

(d) The Minister must—

- (i) consider the application; and
- (ii) make a decision in respect of the application in accordance with clause 15(e); and
- (iii) advise the Company in writing of the decision.

(e) The Minister may subject to clause 15(f)—

- (i) approve the application in whole or in part unconditionally; or

- (ii) approve the application in whole or in part subject to conditions; or
 - (iii) refuse the application in whole or in part; or
 - (iv) deal with the application under any combination of clauses 15(e)(i), 15(e)(ii) and 15(e)(iii).
- (f) The Minister may refuse the Development Application only if in the case of a Regulated Development involving—
- (i) a Material Change of Use, the Material Change of Use is—
 - (A) not of a like nature to the Uses comprising the Brisbane Casino-Hotel Complex; and
 - (B) in the Minister’s discretion an undesirable Development of the Site; or
 - (ii) Reconfiguring a Lot, the Reconfiguring a Lot is in the Minister’s discretion an undesirable Development of the Site; or
 - (iii) Works—
 - (A) the Works do not comply with the standards and requirements applicable to Works contained in the Prescribed Development Legislation; and
 - (B) compliance with the standards and requirements applicable to Works contained in the Prescribed Development Legislation cannot be achieved by the imposition of conditions.
- (g) If Regulated Development involves a Material Change of Use the Company must before carrying out Regulated Development, negotiate with all Public Sector Entities and agree upon, to the satisfaction of the Minister, all matters (including financial contributions) which but for clause 13(a) could have been lawfully required as a condition of the consent, permission or approval of the Public Sector Entities under any Development Legislation with respect to that Regulated Development.
- (h) If Regulated Development involves Works then in relation to that part of Regulated Development which is Works, the Minister is hereby empowered to authorise, either generally or in a particular case, any person to exercise a power, authority or discretion or to perform a function or duty which is conferred or imposed on the Minister pursuant to clause 15.
- (i) If Regulated Development involves a Reconfiguration of Lot, then in relation to that part of Regulated Development which is a Reconfiguration

of Lot, the Minister shall assess the application as if it were an application for Reconfiguration of Lot under the *Land Act*.

(j) The Company shall, if required by the Chief Executive (Gaming Regulation), within 1 month of 30 June of each year or such longer period approved by the Chief Executive (Gaming Regulation) provide a report to the Chief Executive (Gaming Regulation) of all Uses carried out on the Site or Brisbane Casino-Hotel Complex since the last report.

‘16. Brisbane Casino-Hotel Complex to Comply.

The Brisbane Casino-Hotel Complex must comply with—

- (a) a Development Approval including any condition in the Development Approval where the Regulated Development authorised by the Development Approval has been started; and
- (b) Development Legislation only—
 - (i) in respect of personal licences that may be required to be held by Development Legislation; and

Example—

The Company must hold if applicable a combustible and flammable liquids licence under the *Building (Flammable and Combustible Liquids) Regulation 1994* and an environmental authority under the *Environmental Protection Act 1994*.

- (ii) to the extent that the standards and requirements applicable to Works contained in the Prescribed Development Legislation are complied with (except to the extent they are inconsistent with a Development Approval); and
- (c) legislation (including subordinate legislation) other than—
 - (i) Development Legislation; and
 - (ii) legislation specifically excluded by this Agreement.

‘17. Acknowledgment and Warranties.

(a) The State acknowledges that in respect of the Brisbane Casino-Hotel Complex the Company has—

- (i) performed at its own cost the Works set out in Part A of Schedule II; and

- (ii) paid to the Local Government the cost of the Works set out in Part B of Schedule II.

(b) Subject to clause 15(g), the parties acknowledge that compliance by the Company with the provisions of clause 16 shall in no manner whatsoever compel or require the Company to carry out any additional Works or to make any financial contributions to any Public Sector Entities in respect of the Use or Development of the Brisbane Hotel-Casino Complex which are in addition to those provided for in clause 17(a). This clause does not affect the rights of a Public Sector Entity to require the payment of—

- (i) a levy or charge of general application; or
- (ii) a fee for a service provided by that Public Sector Entity in relation to Works.

‘18. Internal Review Procedure—Development Applications.

(a) If the Minister does not approve the whole or any part of a Development Application, the Minister must—

- (i) issue to the Company a written notice stating—
 - (A) the grounds upon which the Minister does not approve the whole or such part of the Development Application; and
 - (B) that the Company may make a written, oral or other type of further submission to the Minister including the introduction of such further alternative proposals for consideration by the Minister as the Company deems necessary; and
 - (C) the time (at least 10 days after the notice is issued to the Company) within which the further submission may be made; and
- (ii) consider any further submission made by the Company within the time stated in the notice (being not more than 20 days after the further submission is made by the Company).

(b) After considering any further submission made by the Company, the Minister must within the time stated in the notice issue to the Company—

- (i) a written notice stating—

- (A) if the Minister does not accept the further submission, that the Company modify its Development Application in such manner as will satisfy the Minister; or
 - (B) if the Minister does accept the further submission, the Minister's approval of the Development Application of the Company in its original form or subject to any modification which the Minister directs; and
- (ii) in the case of that part of a Development Application a statement of reasons containing—
- (A) the reasons for the Minister's decision; and
 - (B) a reference to the evidence or other material on which the reasons were based.

(c) In the Minister's consideration of all Development Applications or submissions made pursuant to this clause the Minister must have regard to the general design and planning objectives of the State and the Company contained in the Schematic Design Drawings.

'19. Appeal.

(a) In this clause—

"Appeal Court" means the Planning and Environment Court established under the *Integrated Planning Act 1997*.

"Reviewed Decision" means a decision made by the Minister pursuant to clause 18(b) in respect of that part of a Development Application involving—

- (a) a Material Change of Use, that the Material Change of Use is not of a like nature to the uses comprising the Brisbane Casino-Hotel Complex; or
- (b) Works.

(b) The Company may appeal against a Reviewed Decision within 20 days after a notice is issued to the Company pursuant to clause 18(b).

(c) An appeal must be started by—

- (i) filing a written notice of appeal with the Appeal Court; and
- (ii) serving a copy of the notice of appeal on the Chief Executive (Gaming Regulation).

- (d) The Appeal Court may extend the period for appealing.
- (e) In deciding an appeal, the Appeal Court—
 - (i) has the same powers as the Minister; and
 - (ii) is not bound by the rules of evidence; and
 - (iii) must comply with natural justice; and
 - (iv) may hear the appeal in court or in chambers.
- (f) An appeal is by way of hearing.
- (g) The Appeal Court may—
 - (i) confirm the Reviewed Decision; or
 - (ii) set aside the Reviewed Decision and return the issue to the Minister with the directions that it considers appropriate; or
 - (iii) substitute another decision for the Reviewed Decision, in which case the substituted decision is, for the purposes of this Agreement, taken to be that of the Minister.

‘20. Time for Approval.

(a) The Minister must, subject to clause 20(b), decide a Development Application within 20 days of the lodgment of the Development Application.

(b) If a Development Application relates to Regulated Development comprising Works as well as a Material Change of Use or Reconfiguring a Lot, the Minister must decide that component of the Development Application being—

- (i) the Material Change of Use or Reconfiguring a Lot within 20 days of the lodgment of the Development Application; and
- (ii) the Works within 20 days after the approval of the Material Change of Use or Reconfiguring a Lot.

(c) The Minister may in the case of a Development Application (other than a Development Application involving only Works) extend the decision making period specified in clause 20(a) and (b) by not more than 20 days by written notice given to the Company before the end of the decision making period.

(d) If the Minister at any time during the period specified in clause 20(a) and (b) or as extended by clause 20(c) requests the Company to provide

further information relevant to the Development Application, the days between the date that the information is requested and the date that the information is provided, inclusive of both dates, shall not be counted in the period specified in clause 20(a) and (b) or as extended by clause 20(c).

(e) If the Minister has not advised the Company of the Minister's decision within the time specified in clause 20(a) and (b) or as extended by clause 20(c)—

- (i) that the Development Application has to be resubmitted, giving particular reasons for non-approval; or
- (ii) that the Development Application is approved subject to particular conditions being undertaken; or
- (iii) that a notice pursuant to clause 18(a) has already been issued covering the topic of the Development Application; or
- (iv) that a notice pursuant to clause 18(a) is hereby issued;

then the Company may at its discretion advise that deemed approval will be in effect by formally advising the Minister.

(f) If no written response as required herein has been received within 2 days of the Company's notice being served, the Minister's approval is deemed to be in effect and the Company may proceed with the Regulated Development for which approval was sought.

'21. Schematic Design Drawings.

If Development involving Works is commenced on the Site or the Brisbane Casino-Hotel Complex, the Company shall, as soon as is reasonably practicable, upon the completion of those Works submit to the Chief Executive (Gaming Regulation) amended Schematic Design Drawings that incorporate the Works.

'22. Casino to Comply.

The Company shall ensure that all materials, fittings and equipment utilised in operation of the Casino shall be of a high standard of manufacture and of a quality commensurate with an international class casino-hotel.'

29 Amendment of cl 38

(1) Clause 38—

renumber as clause 23.

(2) Clauses 23(a) and (b), as renumbered—

omit.

(3) Clause 23, as renumbered, ‘(c) Any easement granted pursuant to this clause’—

omit, insert—

‘(a) The State granted the Easements to the Company.

(b) The Easements’.

(4) Clause 23, as renumbered, ‘any Special Lease granted pursuant to this Agreement’—

omit, insert—

‘the Special Lease’.

(5) Clause 23, as renumbered, ‘clause 29.(a)’—

omit, insert—

‘clause 29(a)’.

30 Omission of cls 39 and 40

Clauses 39 and 40—

omit.

31 Amendment of cl 40A

(1) Clause 40A—

renumber as clause 24.

(2) Clause 24, as renumbered, heading—

omit, insert—

‘**Special Lease.**’.

(3) Clause 24, as renumbered, before ‘In determining the obligations’—

insert—

(a) The State granted the Special Lease to the Company.

(b)'.
(4) Clause 24, as renumbered, after 'Company in respect of the'—

insert—

'Brisbane Casino-Hotel'.

(5) Clause 24, as renumbered, after 'Works in respect of the'—

insert—

'Brisbane Casino-Hotel'.

(6) Clause 24, as renumbered, 'further development of the'—

omit, insert—

'Development of the Brisbane Casino-Hotel'.

(7) Clause 24, as renumbered, 'clause 42'—

omit, insert—

'clause 15'.

(8) Clause 24, as renumbered, after 'condition of the'—

insert—

'Brisbane Casino-Hotel'.

(9) Clause 24, as renumbered, after 'relevant part of the'—

insert—

'Brisbane Casino-Hotel'.

32 Omission of cls 41–43

Clauses 41 to 43—

omit.

33 Amendment of cl 44

(1) Clause 44—

renumber as clause 25.

(2) Clause 25(d), (e) and (f), as renumbered—

omit.

(3) Clause 25(a), (b) and (c), as renumbered—
renumber as clause 25(b), (c) and (e) respectively.

(4) Clause 25, as renumbered, heading—
omit, insert—

‘Acknowledgments and Warranties in respect of Queens Park.’

(5) Clause 25, as renumbered, before clause 25(b)—
insert—

‘(a) For the purposes of clarity the parties acknowledge that—

- (i) Queens Park and Queens Park Car Park are not Heritage Places for the purposes of this Agreement and as such are not subject to Part III of this Agreement; and
- (ii) Queens Park is a registered place as that term is defined in Section 4 (Definitions) of the *Heritage Act*; and’.

(6) Clause 25(b), as renumbered, from ‘forms an integral’ to ‘development of the Site’—

omit, insert—

‘is integrally associated with the Brisbane Casino-Hotel Complex’.

(7) Clause 25(c), as renumbered, from ‘From the Lease’ to ‘Carpark the’—

omit, insert—

‘(d) The’.

(8) Clause 25(e), as renumbered, ‘clauses 5.(a), 5.(c) and 5.(e)’—

omit, insert—

‘clauses 5(a), 5(c) and 5(e)’.

(9) Clause 25(e), as renumbered, ‘relating to Queens Park Carpark’—

omit.

(10) Clause 25(e), as renumbered, ‘structures’—

omit, insert—

‘Structures’.

34 Insertion of new cls 26–30

Clauses 26 to 30—

insert—

‘26. Application of Development Legislation and Heritage Legislation to Queens Park.

Any Development Legislation and Heritage Legislation in force in the Local Government Area in which Queens Park is situated shall not apply to—

- (a) Permitted Park Works; or
- (b) Minor Park Works except to the extent provided for in clause 28.

‘27. Permitted Park Works in Queens Park.

(a) In this clause—

“Emergency Works” means Park Works that are in the reasonable opinion of the Company required to be carried out urgently to deal with any emergency on or immediately adjacent to the Site.

“Park Maintenance Works” means the Park Works that are required to be carried out by the Company to comply with clause 25(e).

“Permitted Park Works” means Park Works that are—

- (i) Park Maintenance Works; or
- (ii) Minor Park Works that are determined by the Minister to be Permitted Park Works; or
- (iii) Emergency Works.

(b) During the Lease Period, the Company may carry out Permitted Park Works without an approval under any Development Legislation or Heritage Legislation.

(c) If the Company is carrying out—

- (i) Emergency Works, the Company shall—
 - (A) only carry out such Park Works as is reasonably necessary to remedy the emergency; and
 - (B) not cause or allow any nuisance or any hindrance to the rights of the State or any other person except in so far as is reasonably necessary to carry out the Emergency Work; or

- (ii) Park Maintenance Works, the Company shall not unduly hinder or restrict access to the public to Queens Park or any part thereof; or
 - (iii) Minor Park Works that have been determined by the Minister to be Permitted Park Works, the Company shall not unduly hinder or restrict access to the public to Queens Park or any part thereof beyond that which is reasonably necessary to carry out the Park Works.
- (d) The Company shall—
- (i) if required by the Chief Executive (Gaming Regulation) within 1 month of 30 June of each year or such longer period approved by the Chief Executive (Gaming Regulation) provide a report to the Chief Executive (Gaming Regulation) of the Park Maintenance Works carried out since the previous report; and
 - (ii) as soon as is reasonably practicable after carrying out Emergency Works give written notice of the Permitted Park Works that were carried out to the Chief Executive (Gaming Regulation).

‘28. Minor Park Works in Queens Park.

- (a) In this clause—

“Minor Park Works” means Park Works that are required for the maintenance, repair or operation of the Brisbane Casino-Hotel Complex.

(b) Subject to clause 28(c), during the Lease Period, the Company may carry out Minor Park Works without an approval under any Development Legislation or Heritage Legislation.

(c) During the Lease Period, the Company must not carry out Minor Park Works without the approval of the Minister pursuant to clause 28.

(d) If the Company proposes to carry out Minor Park Works, the Company must make application to the Minister for approval of Minor Park Works.

(e) The Company must make application to the Minister by lodging with the Chief Executive (Gaming Regulation) a submission comprising such drawings, reports or other material as is necessary to illustrate the Minor Park Works.

(f) The Company must within 5 days after the lodgement of the application pursuant to clause 28(e), give a copy of the application to the Chief Executive (Natural Resources and Mines) and the Chief Executive (Public Works).

(g) The Minister must within 20 days of the lodgement of the application pursuant to clause 28(e)—

- (i) consider the application and the recommendations (if any) of the Chief Executive (Natural Resources and Mines) and Chief Executive (Public Works); and
- (ii) make a decision in respect of the application in accordance with clause 28(h); and
- (iii) advise the Company in writing of the decision.

(h) The Minister may subject to clause 28(i)—

- (i) approve the application in whole or in part unconditionally; and
- (ii) approve the application in whole or in part subject to conditions; or
- (iii) refuse the application in whole or in part; or
- (iv) deal with the application under any combination of clauses 28(h)(i), 28(h)(ii) and 28(h)(iii).

(i) The Minister may refuse the application only if—

- (i) the Minor Park Works do not comply with the standards and requirements applicable to Works contained in the Prescribed Development Legislation; and
- (ii) compliance with the standards and requirements applicable to Works contained in the Prescribed Development Legislation cannot be achieved by the imposition of conditions.

(j) If the Company is dissatisfied with the Minister's decision under clause 28(h), the Company may seek a review of the decision in accordance with clause 30.

'29. Major Park Works in Queens Park.

(a) In this clause—

“Major Park Works” means Park Works other than Permitted Park Works and Minor Park Works.

(b) During the Lease Period, the Company must not carry out Major Park Works without—

- (i) the approval of the Minister pursuant to clause 29; and
- (ii) the approvals required from all Public Sector Entities under any Development Legislation.

(c) If the Company proposes to carry out Major Park Works, the Company must make application to the Minister for approval of Major Park Works.

(d) The Company must make application to the Minister by lodging with the Chief Executive (Gaming Regulation) a submission comprising such drawings, reports or other material as is necessary to illustrate the Major Park Works.

(e) The Minister must within 20 days of the lodgement of the application pursuant to clause 29(d)—

- (i) consider the application; and
- (ii) make a decision in respect of the application in accordance with clause 29(f); and
- (iii) advise the Company in writing of the decision.

(f) The Minister may—

- (i) approve the application in whole or in part unconditionally; or
- (ii) approve the application in whole or in part subject to conditions; or
- (iii) refuse the application in whole or in part; or
- (iv) deal with the application under any combination of clauses 29(f)(i), 29(f)(ii) and 29(f)(iii).

(g) The Minister may extend the decision making period specified in clause 29(e) by not more than 20 days by written notice to the Company before the end of the decision making period.

(h) If the Company is dissatisfied with the Minister's decision under clause 29(f), the Company may seek a review of the decision in accordance with clause 30.

‘30. Internal Review Procedure—Park Works Application.

(a) If the Minister does not approve the whole or part of a Park Works Application, the Minister must—

- (i) issue to the Company a written notice stating—
 - (A) the grounds upon which the Minister does not approve the whole or such part of the Park Works Application; and
 - (B) that the Company may make a written, oral or other type of further submission to the Minister including the introduction of such further alternative proposals for consideration by the Minister as the Company deems necessary; and
 - (C) the time (at least 10 days after the notice is issued to the Company) within which the further submission may be made; and
- (ii) consider any further submission made by the Company within the time stated in the notice (being not more than 10 days after the further submission is made by the Company).

(b) After considering any further submission made by the Company the Minister must within the time stated in the notice issue to the Company—

- (i) if the Minister does not accept the further submission—a written notice directing that the Company modify its Park Works Application in such manner as will satisfy the Minister; or
- (ii) if the Minister does accept the further submission—a written notice stating the Minister’s approval of the Park Works Application of the Company in its original form or subject to any modification which the Minister directs.

(c) In the Minister’s consideration of all Park Works Applications or submissions made pursuant to this clause the Minister must have regard to—

- (i) the 1992 Conservation Study to the extent that it is relevant to Queens Park; and
- (ii) the 1995 Conservation Report to the extent that it is relevant to Queens Park.’.

35 Omission of cls 45–53

Clauses 45 to 53—

omit.

36 Insertion of new cls 31–40

Clauses 31 to 40—

insert—

‘31. Application of Heritage Legislation to Brisbane Casino-Hotel Complex and the Site.

(a) During the Lease Period, Heritage Legislation shall not apply to the Brisbane Casino-Hotel Complex and the Site and this Part III shall apply in lieu thereof;

(b) The Heritage Council shall be deemed to have all the powers that are necessary to perform any functions imposed on it pursuant to this Agreement.

‘32. Heritage Management Principles.

During the Lease Period, the parties shall exercise their rights and perform their obligations having regard to the Heritage Management Principles.

‘33. Heritage Management Plan.

(a) The Heritage Management Plan has been agreed by the Minister and the Company.

(b) If the Company wishes to amend the Heritage Management Plan the Company must make application to the Minister to amend the Heritage Management Plan in accordance with the provisions of clause 35 as if the application for amendment of the Heritage Management Plan were an application for approval of Major Variation Work.

(c) The Minister may amend the Heritage Management Plan by publishing a Decision Notice if—

- (i) the Company and the Minister have consulted in good faith; and
- (ii) the amendment to the Heritage Management Plan is consistent with the Heritage Management Principles; and

(iii) the parties have agreed in writing to the amendments.

(d) The Minister may suspend the Heritage Management Plan from applying to the Brisbane Casino-Hotel Complex and the Site by publishing a Decision Notice if the Minister is unable to amend the Heritage Management Plan pursuant to clause 33(c).

(e) If the Minister is satisfied it is necessary to suspend a Heritage Management Plan, the Minister must—

- (i) give the Company a written notice stating—
 - (A) the reasons for the proposed suspension; and
 - (B) that the Company may make written representations to the Minister about the suspension; and
 - (C) the time (at least 15 days after the notice is given to the Company) within which written representations may be made; and
- (ii) consider any written representations made by the Company within the time stated in the notice.

(f) After considering any written representations made by the Company the Minister must give to the Company—

- (i) if the Minister is not satisfied that the suspension is necessary—a written notice stating that the Minister has decided not to suspend the Heritage Management Plan; or
- (ii) if the Minister is satisfied that the suspension is necessary—a written notice stating that the Minister has decided to suspend the Heritage Management Plan.

(g) The suspension of the Heritage Management Plan takes effect from the day the written notice was given to the Company.

(h) If the Minister has suspended the Heritage Management Plan from applying to the Brisbane Casino-Hotel Complex or the Site the Minister may cancel the suspension at any time.

(i) The Company may at any time make application to the Minister for approval of the Heritage Management Plan in accordance with the provisions of clause 35 for approval of a Heritage Management Plan as if the application were an application for approval of Major Variation Work.

(j) The Chief Executive (Gaming Regulation) must hold the original or certified copy of each of the following—

- (i) any Heritage Management Plan that has been agreed or approved pursuant to clause 33(a) or 33(i); and
- (ii) each amendment to the Heritage Management Plan and the corresponding Decision Notice that has been made pursuant to clauses 33(b) and 33(c); and
- (iii) any Heritage Management Plan that has been suspended and the corresponding Decision Notice pursuant to clause 33(d); and
- (iv) a consolidated Heritage Management Plan incorporating the Heritage Management Plan and all amendments.

‘34. Minor Variation Work.

(a) In this clause—

“Minor Variation Work” means—

- (i) the approval of a Method Statement in respect of Minor Variation Work for the purposes of clause 37; and
- (ii) if a Heritage Management Plan does apply to the Brisbane Casino-Hotel Complex and the Site, the Variation Work specified as Minor Variation Work in the Heritage Management Plan; and
- (iii) if a Heritage Management Plan does not apply to the Brisbane Casino-Hotel Complex and the Site due to its suspension pursuant to clause 33(d), the Variation Work—
 - (A) involving refurbishment of the Brisbane Casino-Hotel Complex which, in the opinion of the Minister, does not substantially reduce the Cultural Heritage Significance of the Heritage Place; or
 - (B) relating to Casino operation and surveillance or to security; or
 - (C) involving installation in the Brisbane Casino-Hotel Complex of security systems, surveillance or computer systems and cabling; or
 - (D) other than the Variation Work specified in clauses 34(a)(iii)(A), 34(a)(iii)(B) or 34(a)(iii)(C) which—
 - (1) in the opinion of the Minister is minor in nature; or
 - (2) does not substantially reduce the Cultural Heritage Significance of the Heritage Place.

(b) During the Lease Period, the Company must not carry out Minor Variation Work without the approval of the Minister pursuant to clause 34.

(c) If the Company proposes to carry out Minor Variation Work, the Company must make application to the Minister for approval of Minor Variation Work.

(d) The Company must make application to the Minister by lodging with the Chief Executive (Gaming Regulation), a submission comprising such drawings, reports or other material as is necessary to illustrate the proposed Minor Variation Work.

(e) The Company must within 5 days after the lodgment of the application pursuant to clause 34(d), give a copy of the application to the Chief Executive (Heritage).

(f) The Chief Executive (Heritage) must within 10 days of the receipt of the copy of the application pursuant to clause 34(e)—

- (i) consider the application; and
- (ii) recommend to the Minister that the proposed Minor Variation Work should be carried out, carried out subject to specified conditions or modifications or not be carried out; and
- (iii) forward its recommendation to the Chief Executive (Gaming Regulation).

(g) If the Chief Executive (Heritage) does not give its recommendation to the Chief Executive (Gaming Regulation) within the period prescribed in clause 34(f), the Chief Executive (Heritage) shall be deemed to have recommended the approval of the application without conditions or modifications.

(h) The Minister must within 20 days of the lodgment of the application pursuant to clause 34(d)—

- (i) consider the application and the recommendations (if any) of the Chief Executive (Heritage) and Chief Executive (Gaming Regulation); and
 - (ii) make a decision in respect of the application in accordance with clause 34(i); and
 - (iii) advise the Company in writing of the decision.
- (i) The Minister may—
- (i) approve the application in whole or in part unconditionally; or

- (ii) approve the application in whole or in part subject to conditions; or
 - (iii) refuse the application in whole or in part; or
 - (iv) deal with the application under any combination of clauses 34(i)(i), 34(i)(ii) and 34(i)(iii).
- (j) If the Company is dissatisfied with the Minister's decision under clause 34(i) then it may—
- (i) elect to have the Minor Variation Work treated as Major Variation Work for the purpose of this Part III; and
 - (ii) make whatever application and seek whatever approval would be required for Major Variation Work.
- (k) The Minister may extend the decision making period specified in clause 34(h) by not more than 20 days by written notice given to the Company before the end of the decision making period.

'35. Major Variation Work.

(a) In this clause—

“Major Variation Work” means—

- (i) the approval of a Method Statement in respect of Major Variation Work for the purposes of clause 37; and
 - (ii) the approval or amendment of a Heritage Management Plan for the purposes of clause 33; and
 - (iii) if a Heritage Management Plan does apply to the Brisbane Casino-Hotel Complex and the Site, the Variation Work specified as Major Variation Work in the Heritage Management Plan; and
 - (iv) if a Heritage Management Plan does not apply to the Brisbane Casino-Hotel Complex and the Site due to its suspension pursuant to clause 33(d), the Variation Work which is not Permitted Variation Work or Minor Variation Work.
- (b) During the Lease Period, the Company must not carry out Major Variation Work without the approval of the Minister pursuant to clause 35.
- (c) If the Company proposes to carry out Major Variation Work, the Company must make application to the Minister for approval of Major Variation Work.

(d) The Company must prior to lodging an application pursuant to clause 35(e), consult with—

- (i) the Chief Executive (Gaming Regulation) in relation to all operational matters relating to the Brisbane Casino-Hotel Complex; and
- (ii) the Chief Executive (Public Works) in relation to Works matters; and
- (iii) the Chief Executive (Heritage) in relation to matters of Cultural Heritage Significance; and
- (iv) such other Public Sector Entities as may be nominated by the persons referred to in clauses 35(d)(i), 35(d)(ii) or 35(d)(iii).

(e) The Company must make application to the Minister by lodging with the Chief Executive (Gaming Regulation)—

- (i) a submission comprising such drawings, reports or other material as is necessary to illustrate the Major Variation Work; and
- (ii) the Prescribed Information; and
- (iii) such other information which may be required by the persons referred to in clauses 35(d)(i), 35(d)(ii) or 35(d)(iii).

(f) The Company must within 5 days after the lodgment of the application pursuant to clause 35(e) give a copy of the application to—

- (i) the Heritage Council by providing a copy of the application to the Chief Executive (Heritage); and
- (ii) the Chief Executive (Public Works).

(g) The Heritage Council or a person authorised by the Heritage Council must as soon as practicable after the receipt of the application—

- (i) decide whether to publish a Public Notice; and
- (ii) publish the Public Notice if it so decides pursuant to clause 35(g)(i).

(h) The Heritage Council must as soon as is reasonably practicable after the Decision Date—

- (i) consider the application and any written representations made in respect of the Public Notice published pursuant to clause 35(g)(ii); and

- (ii) recommend to the Minister that the proposed Major Variation Work should be carried out, carried out subject to specified conditions or modifications or not be carried out; and
 - (iii) forward its recommendation to the Minister.
- (i) The Chief Executive (Gaming Regulation) and the Chief Executive (Public Works) may as soon as is reasonably practicable after the receipt of the application—
- (i) consider the application; and
 - (ii) recommend to the Minister that the proposed Major Variation Work should be carried out, carried out subject to specified conditions or modifications or not be carried out; and
 - (iii) forward their recommendations to the Minister.
- (j) The Minister must as soon as practicable after receiving the recommendation of the Heritage Council—
- (i) consider the application, the Heritage Council's recommendation and the recommendations (if any) of the Chief Executive (Public Works) and the Chief Executive (Gaming Regulation); and
 - (ii) make a decision in respect of the application in accordance with clause 35(k); and
 - (iii) advise the Company in writing of the decision.
- (k) The Minister may—
- (i) approve the application in whole or in part unconditionally; or
 - (ii) approve the application in whole or in part subject to conditions; or
 - (iii) refuse the application in whole or in part; or
 - (iv) deal with the application under any combination of clauses 35(k)(i), 35(k)(ii) and 35(k)(iii).
- (l) The Minister must publish a Decision Notice as soon as practicable after making the decision in respect of the application in accordance with clause 35(k).
- (m) Where the proposed major variation work has been approved by the Minister in accordance with clause 35(k), the Company may carry out the Major Variation Work prior to the Minister publishing a Decision Notice in accordance with clause 35(l).

‘36. Permitted Variation Work.

(a) In this clause—

“Permitted Variation Work” means—

- (i) Variation Work which—
 - (A) involves a change to the content of a sign or banner in or on a Heritage Place; or
 - (B) is carried out in accordance with a Method Statement approved pursuant to clause 34 or clause 35; or
 - (C) is Emergency Work and which is carried out in accordance with clause 38(a); or
 - (D) is specified in an Emergency Works Notice and which is carried out in accordance with clause 38(e); and
- (ii) if a Heritage Management Plan does apply to the Brisbane Casino-Hotel Complex and the Site, Variation Work specified as Permitted Variation Work in the Heritage Management Plan; and
- (iii) if a Heritage Management Plan does not apply to the Brisbane Casino-Hotel Complex and the Site due to its suspension pursuant to clause 33(d)—
 - (A) Maintenance Work; or
 - (B) Minor Repair Work; or
 - (C) Variation Work (other than Minor Repair Work) that involves the replacement of small items, for example, door or window furniture, or the laying of new carpet, that—
 - (1) will cause no detriment to the Cultural Heritage Significance of the Heritage Place; and
 - (2) is not of significant scale; and
 - (3) is reversible; or
 - (D) Variation Work that is to be wholly undertaken in the basements of the Treasury Building and Land Administration Building in respect of the kitchens, laundry areas, plant rooms, service entrances and back of house areas and plant and equipment installations of the Brisbane Casino-Hotel Complex which do not involve the removal of Fabric; or

(E) Variation Work that involves variations to the furniture and furnishings in the Brisbane Casino-Hotel Complex.

(b) During the Lease Period, the Company may carry out Permitted Variation Work without an approval under this Part III.

(c) The Company shall within 1 month of 30 June of each year or such longer period approved by the Chief Executive (Gaming Regulation) provide a report to the Chief Executive (Gaming Regulation) of all Permitted Variation Work carried out since the previous report.

‘37. Approval of Method Statement.

(a) If the Company wishes to have a Method Statement approved by the Minister, the Company must make application to the Minister for approval of a Method Statement in respect of—

- (i) Minor Variation Work in accordance with the provisions of clause 34 as if the application for approval of the Method Statement were an application for approval of Minor Variation Work; or
- (ii) Major Variation Work in accordance with the provisions of clause 35 as if the application for approval of the Method Statement were an application for approval of Major Variation Work.

(b) The Chief Executive (Gaming Regulation) must maintain at no cost to the Company a Register of approved Method Statements that contains—

- (i) all approved Method Statements; and
- (ii) details of the date of approval of the approved Method Statements; and
- (iii) such other matters as the Chief Executive (Gaming Regulation) considers appropriate.

‘38. Emergency Work.

(a) The Company may carry out Emergency Work without obtaining any approval under this Part III where—

- (i) the Fabric of the Heritage Place is damaged causing—
 - (A) a hazard or a risk of a hazard to human health or safety; or

(B) a risk of further damage to the Heritage Place; or

- (ii) directed by an officer authorised by the Chief Executive of the department which administers the *Fire and Rescue Authority Act 1990*.

(b) The Company must as soon as is reasonably practicable after starting the Emergency Work in accordance with clause 38(a) give written notice of the Emergency Work to—

- (i) the Chief Executive (Gaming Regulation); and
- (ii) the Chief Executive (Heritage); and
- (iii) the Chief Executive (Public Works).

(c) The Company must as soon as is reasonably practicable after carrying out the Emergency Work in accordance with clause 38(a)—

- (i) give written notice of the Emergency Work that was carried out to the persons specified in clause 38(b); and
- (ii) determine the Variation Work that is necessary to repair the Heritage Place; and
- (iii) give an Emergency Works Notice to the Chief Executive (Gaming Regulation) and a copy of the Emergency Works Notice to the Chief Executive (Heritage) and the Chief Executive (Public Works).

(d) The Minister must as soon as is reasonably practicable after the receipt of the Emergency Works Notice—

- (i) consider the Emergency Works Notice; and
- (ii) consult with the Chief Executive (Heritage) and the Chief Executive (Public Works); and
- (iii) determine whether the Variation Work specified in the Emergency Works Notice should be carried out, carried out subject to specified conditions or modifications or not be carried out; and
- (iv) advise the Company in writing of the decision.

(e) The Company may carry out the Variation Works that is approved by the Minister pursuant to clause 38(d) without any other approval under this Part III.

(f) If the Company is dissatisfied with the decision of the Minister under clause 38(d) then it may make application to the Minister for approval of

the Variation Work as Minor Variation Work under clause 34 or Major Variation Work under clause 35.

‘39. Decision or Opinion.

(a) A decision made or an opinion formed under this Part III, in respect of—

- (i) the suspension, approval or amendment of a Heritage Management Plan pursuant to clause 33, must be consistent with the Heritage Management Principles; and
- (ii) a matter not referred to in clause 39(a)(i), must be consistent with—
 - (A) if a Heritage Management Plan does apply to the Brisbane Casino-Hotel Complex and the Site, the Heritage Management Plan; and
 - (B) if a Heritage Management Plan does not apply to the Brisbane Casino-Hotel Complex and the Site due to its suspension pursuant to clause 33(d)—
 - (1) the Heritage Management Principles; and
 - (2) the 1992 Conservation Study to the extent that it is not inconsistent with the Heritage Management Principles; and
 - (3) the 1995 Conservation Report to the extent that it is not inconsistent with the Heritage Management Principles.

(b) The Minister must provide in respect of any decision or when forming an opinion under this Part III, a statement of reasons containing—

- (i) the reasons for the decision or forming the opinion; and
- (ii) a reference to the evidence or other material on which the reasons were based.

‘40. Other Requirements.

(a) All Variation Work must be carried out in accordance with the requirements of all Public Sector Entities in respect of the carrying out of Variation Work except where otherwise provided for in this Agreement.

(b) If there is any inconsistency between the requirements of the Minister under this Part III and the requirements of any Public Sector Entity for carrying out Variation Work, the requirements of the Minister may notwithstanding any other Act, at the Minister's discretion expressly override the requirements of any Public Sector Entity to the extent of such inconsistency.

Example—

If a development approval granted by the Local Government in respect of plumbing work or drainage work involves Variation Work that conflicts with an approval granted by the Minister under Part III the Minister may override the requirements of the Local Government'.

37 Amendment of cl 54

(1) Clause 54—

renumber as clause 41.

(2) Clause 41(a), as renumbered, from 'throughout' to 'construction of the Site'—

omit.

(3) Clause 41(a), as renumbered, 'cultural heritage significance of the Registered Place'—

omit, insert—

'Cultural Heritage Significance of the Heritage Place'.

(4) Clause 41(b), as renumbered, 'Registered Place'—

omit, insert—

'Heritage Place'.

(5) After clause 41(c), as renumbered—

insert—

'(d) The Heritage Architect shall be agreed between the Company and the Minister and failing agreement the Heritage Architect shall be a person nominated by the Company and approved in writing by the Minister whose approval shall not be unreasonably withheld where the person nominated by the Company is an architect of at least 5 years best conservation practice experience in the restoration, renovation, repair and maintenance of heritage buildings utilised for a commercial purpose.

(e) The Heritage Archaeologist shall be agreed between the Minister and the Company and failing agreement the heritage archaeologist shall be a person nominated by the Company and approved in writing by the Minister whose approval shall not be unreasonably withheld where the person nominated by the Company is an archaeologist of at least 5 years experience in the investigation and recording of heritage sites and buildings.

(f) The Company may serve a notice on the Minister that the Company wishes to appoint a new Heritage Architect or a new Heritage Archaeologist in which case a new Heritage Architect or a new Heritage Archaeologist must be approved in accordance with clauses 41(d) and 41(e).’.

38 Amendment of cl 55

(1) Clause 55—

renumber as clause 42.

(2) Clause 42, as renumbered, from ‘(a) If during the Construction Period,’ to ‘(i) The Minister must give written notice to the Company of the person authorised by the Heritage Minister under this clause.’—

omit, insert—

‘(a) If, during the Lease Period, the Heritage Minister is of the opinion that—

- (i) Variation Work is being carried out other than in accordance with Part III of this Agreement; and
- (ii) it is necessary to do so to protect the Heritage Place;

the Heritage Minister may issue a Stop Order requiring a person to stop any Variation Work or prohibiting a person from starting any Variation Work—

- (iii) that is not in accordance with Part III of this Agreement; and
- (iv) that may destroy or reduce the Cultural Heritage Significance of the Heritage Place.

(b) A Stop Order issued by the Heritage Minister shall be in writing and may be served by affixing it in a prominent position in the Site, whereupon it shall become immediately binding on the Company, its servants and agents and any independent contractors claiming through the Company. The Heritage Minister must send the Stop Order by facsimile transfer to the

Company and to the Minister at the same time the Stop Order is served under this clause.

(c) During the Lease Period the Stop Order continues in force, until—

- (i) it is revoked by the Heritage Minister or the Minister; or
- (ii) the Minister has reached a final determination pursuant to clause 44.

(d) A contravention of a Stop Order made by the Heritage Minister shall constitute a substantial breach by the Company of its obligations under this Agreement.

(e) The Heritage Minister may authorise, by instrument in writing, a person to exercise the Heritage Minister's powers under this clause, which authorisation may be subject to conditions.

(f) The Minister must give written notice to the Company of the person authorised by the Heritage Minister under this clause.

(g) No liability for any loss arising from the giving of a Stop Order will be incurred by the Heritage Minister, the Heritage Minister's appointee or the Crown if the Stop Order is given by the Heritage Minister in the honest and reasonable belief that the requirements of Part III were not being complied with.'

39 Amendment of cl 56

(1) Clause 56—

renumber as clause 43.

(2) Clause 43, as renumbered, from '(a) If during the Construction Period,' to 'honest and reasonable belief that the requirements of Part III were not being complied with.'—

omit, insert—

'(a) If, during the Lease Period, the Minister is of the opinion that—

- (i) Variation Work is being carried out other than in accordance with Part III of this Agreement; and
- (ii) it is necessary to do so to protect the Heritage Place;

the Minister may make a Stop Order requiring a person to stop any Variation Work or prohibiting a person from starting any Variation Work that—

- (iii) is not in accordance with Part III of this Agreement; and
- (iv) may destroy or reduce the Cultural Heritage Significance of the Heritage Place.

(b) A Stop Order issued by the Minister shall be in writing and may be served by affixing it in a prominent position in the Site, whereupon it shall become immediately binding on the Company, its servants and agents and any independent contractors claiming through the Company. The Minister shall send the Stop Order by facsimile transfer to the Company and the Heritage Minister at the same time as the Stop Order is served under this clause.

(c) During the Lease Period the Stop Order continues in force until—

- (i) it is revoked by the Minister; or
- (ii) the Minister has reached a final determination pursuant to clause 44.

(d) A contravention of a Stop Order made by the Minister shall constitute a substantial breach by the Company of its obligations under this Agreement.

(e) The Minister may authorise, by instrument in writing, a person to exercise the Minister's powers under this clause, which authorisation may be subject to conditions.

(f) The Minister must give written notice to the Company of the person authorised by the Minister under this clause.

(g) No liability for any loss arising from the giving of a Stop Order will be incurred by the Minister, the Minister's appointee or the Crown if the Stop Order is given in the honest and reasonable belief that the requirements of Part III were not being complied with.

(h) The Minister has the power to revoke a Stop Order made under clause 42.'

40 Omission of cl 57

Clause 57—

omit.

41 Insertion of new cl 44 (Internal Review—Stop Order.)

After clause 43, as renumbered—

insert—

‘44. Internal Review—Stop Order.

(a) If a Stop Order is issued pursuant to clauses 42 or 43—

- (i) the person issuing the Stop Order must at the same time the Stop Order is served issue to the Company a written notice stating—
 - (A) the grounds upon which the Stop Order has been issued; and
 - (B) that the Company may make a written, oral or other type of further submission to the Minister; and
 - (C) the time (at least 10 days after the notice is issued to the Company) in which the further submission may be made; and
- (ii) the Minister must consider any further submission made by the Company within the time stated in the notice (being not more than 10 days after the further submission is made by the Company).

(b) After considering any further submission made by the Company, the Minister must within the time stated in the notice issue to the Company—

- (i) if the Minister does not accept the further submission—a written notice directing that the Company not carry out the Variation Work;
- (ii) if the Minister does accept the further submission—a written notice directing that the Company carry out the Variation Work in its original form or subject to any modification which the Minister directs.

(c) In the Minister’s consideration of all submissions made pursuant to this clause, the Minister must have regard to—

- (i) the general design and planning objectives of the State and the Company contained in the Schematic Design Drawings; and
- (ii) the Heritage Management Principles.’.

42 Amendment of cl 58

(1) Clause 58—

renumber as clause 45.

(2) Clause 45(a), as renumbered, from ‘All furniture,’ to ‘this Agreement’—

omit, insert—

‘The Materials’.

(3) Clause 45(b), as renumbered, ‘Construction’—

omit.

43 Amendment of cl 59

(1) Clause 59—

renumber as clause 46.

(2) Clause 46(a), as renumbered, ‘Construction Site (“Stored Materials”)’—

omit, insert—

‘Site’.

(3) Clause 46(a), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(4) Clause 46(a), as renumbered, after ‘appropriate;’—

insert—

‘and’.

(5) Clause 46(b), as renumbered, after ‘Materials;’—

insert—

‘and’.

(6) Clause 46(c), as renumbered, ‘clause 59.(a);’—

omit, insert—

‘clause 46(a); and’.

44 Amendment of cl 60

(1) Clause 60—

renumber as clause 47.

(2) Clause 47(a), as renumbered, ‘his authorised representatives’—

omit, insert—

‘a person authorised in writing by the Minister’.

(3) Clause 47(a), as renumbered, ‘his intention to inspect the Materials’—

omit, insert—

‘the Minister’s intention to inspect the Stored Materials’.

(4) Clause 47(b), as renumbered, ‘authorised representative of’—

omit, insert—

‘person authorised by’.

(5) Clause 47(b), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(6) Clause 47(b), as renumbered, ‘clause 59.(a) then’—

omit, insert—

‘clause 46(a) then’.

(7) Clause 47(b), as renumbered, ‘clause 59.(a).’—

omit, insert—

‘clause 46(a).’.

45 Amendment of cl 61

(1) Clause 61—

renumber as clause 48.

(2) Clause 48(a), as renumbered, ‘notice’—

omit, insert—

‘a State Notice’.

(3) Clause 48(a), as renumbered, ‘(“State Notice”)’—

omit.

(4) Clause 48(c), as renumbered, ‘clause 61.(b) then’—

omit, insert—

‘clause 48(b) then’.

(5) Clause 48(c), as renumbered, ‘issue a notice’—

omit, insert—

‘issue a written notice on the Company’.

(6) Clause 48(c), as renumbered, ‘and the following procedures shall apply:’—

omit, insert—

‘:’.

(7) Clause 48(d), as renumbered—

renumber as clause 48(e).

(8) After clause 48(c), as renumbered—

insert—

‘(d) If clause 48(c) applies the following procedure shall apply—’.

(9) Clauses 48(c)(i), (ii) and (iii), as renumbered—

relocate and *renumber* as clauses 48(d)(i), (ii) and (iii) respectively.

(10) Clause 48(d)(i), as relocated and renumbered, ‘such Show Cause’—

omit, insert—

‘the written’.

(11) Clause 48(d)(i), as relocated and renumbered, after ‘respond;’—

insert—

‘and’.

(12) Clause 48(d)(ii), as relocated and renumbered, after ‘written’—

insert—

‘:’.

(13) Clause 48(d)(ii), as relocated and renumbered, after ‘State Notice;’—

insert—

‘and’.

(14) Clause 48(d)(iii), as relocated and renumbered, ‘him’—

omit, insert—

‘the Minister’.

(15) Clause 48(d)(iii), as relocated and renumbered, ‘Show Cause’—

omit, insert—

‘written’.

(16) Clause 48(d)(iii), as relocated and renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(17) Clause 48(d)(iii)(A), as relocated and renumbered, ‘clause 61.(b) the’—

omit, insert—

‘clause 48(b) the’.

(18) Clause 48(d)(iii)(A), as relocated and renumbered, ‘clause 61.(b); or’—

omit, insert—

‘clause 48(b); or’.

(19) Clause 48(d)(iii)(B), as relocated and renumbered, ‘clause 61.(b), then’—

omit, insert—

‘clause 48(b), then’.

(20) Clause 48(d)(iii)(B), as relocated and renumbered, ‘clause 61.(b) which’—

omit, insert—

‘clause 48(b) which’.

46 Amendment of cl 62

(1) Clause 62—

renumber as clause 49.

(2) Clause 49(a), as renumbered, ‘give notice’—

omit, insert—

‘give a Superfluous Notice’.

(3) Clause 49(a), as renumbered, ‘notice (“Superfluous Notice”)’—

omit, insert—

‘Superfluous Notice’.

(4) Clause 49(b), as renumbered, ‘then’—

omit, insert—

‘then—

(i)’.

(5) Clause 49(b), as renumbered, ‘Notice,’—

omit, insert—

‘Notice; and

(ii)’.

(6) Clause 49(b), as renumbered ‘Stored Materials and’—

omit, insert—

‘Stored Materials; and

(iii)’.

(7) Clause 49(c), as renumbered, ‘then,’—

omit, insert—

‘then:

(i)’.

(8) Clause 49(c), as renumbered, ‘Stored Materials,’—

omit, insert—

‘Stored Materials; and

(ii)’.

(9) Clause 49(c), as renumbered, ‘Stored Materials and’—

omit, insert—

‘Stored Materials; and

(iii)’.

47 Amendment of cl 63

(1) Clause 63—

renumber as clause 50.

(2) Clause 50(a), as renumbered, from ‘on and from’ to ‘Construction Site’—

omit.

(3) Clause 50(b), as renumbered, ‘clauses 58 to 63’—

omit, insert—

‘clauses 45 to 50’.

(4) Clause 50(b), as renumbered, ‘clause 81’—

omit, insert—

‘clause 69’.

48 Amendment of cl 64

(1) Clause 64—

renumber as clause 51.

(2) Clause 51, as renumbered, heading—

omit, insert—

‘Inspection of the Site.’

(3) Clause 51, as renumbered, from ‘(a) The Heritage Minister may,’ to ‘on-site health and safety.’—

omit, insert—

‘(a) The Heritage Minister, Natural Resources Minister and Public Works Minister may, for the purposes of ensuring compliance with Part III, authorise in writing a person to enter and inspect the Site on the basis set out in this clause.

(b) The Heritage Minister, Natural Resources Minister and Public Works Minister must give written notice to the Company of any person authorised in writing pursuant to clause 51(a) to enter and inspect the Site.

(c) Upon receipt by the Company of the written notification pursuant to clause 51(b), the person the subject of such written notification shall

subject to clause 51(d) be entitled to access to the Site during the Lease Period.

(d) A person authorised by the Heritage Minister, Natural Resources Minister or Public Works Minister pursuant to clause 51(b)—

- (i) must give due notice to the Company of that person's intention to enter and inspect the Site; and
- (ii) must not interfere with the progress of any Variation Work except for the purpose of exercising any powers under clause 51; and
- (iii) must upon entering the Site—
 - (A) inform the senior representative of the Company on the Site of the person's presence; and
 - (B) comply with all reasonable directions given and on-site policies made by the Company or its contractors in relation to persons entering the Site for the purpose of on-site health and safety.'.

49 Omission of cl 65

Clause 65—

omit.

50 Insertion of new cl 52 (Approvals.)

After Part IV heading—

insert—

'52. Approvals.

The State has accepted and approved the following—

- (a) the Constitution of the Company; and
- (b) the Foundation Agreement.'.

51 Amendment of cl 66

(1) Clause 66—

renumber as clause 53.

(2) Clause 53, as renumbered, heading—

omit, insert—

‘Company requirements.’.

(3) Clause 53(b), as renumbered, ‘ten’—

omit, insert—

‘10’.

(4) Clause 53(b), as renumbered, from ‘all or any’ to ‘Section 724 of the Corporations Law;’—

omit, insert—

‘any register required to be kept by the Company pursuant to the *Corporations Act*,’.

(5) Clause 53(b), as renumbered, ‘any such’—

omit, insert—

‘the’.

(6) Clause 53(b), as renumbered, ‘year.’—

omit, insert—

‘year;’.

(7) After clause 53(b), as renumbered—

insert—

- (c) obtain the prior approval in writing of the Minister to any appointment as a director or alternate director or associate director of the Company;
- (d) when directed by the Minister, issue a notice pursuant to section 672A (Disclosure Notices) of the *Corporations Act*;
- (e) when directed by the Governor-in-Council, which direction shall be final and conclusive and shall not be appealed against, reviewed, quashed or in any other way called in question in any Court on any account whatsoever, enforce the disposal of the Shares of any Shareholder in accordance with the procedure in that respect set forth in the Constitution of the Company;

PROVIDED THAT the Governor-in-Council shall not issue a direction to dispose of such Shares unless the Shareholder is considered not to be a suitable person to be a Shareholder having regard to those matters specified in section 20 (Suitability of

casino licensee and other persons) of the *Control Act* given after a recommendation from the Minister that such Shareholder is not suitable having regard to the matters set out in section 20 (Suitability of casino licensee and other persons) of the *Control Act*;

- (f) enforce the vacating from office of any director or alternate director or associate director of the Company in accordance with any direction to that effect by the Governor-in-Council;
- (g) when directed by the Minister require the production of a statutory declaration by any person registered as the holder of any Shares setting forth the name and address of any person with a relevant interest in the same and full particulars of that interest;
- (h) refrain from entering into any loan agreement except with a party or parties or a class of parties approved in writing by the Minister;
- (i) refrain from registering any transfer by a Founder (or its approved associate) of any Approval Shares held by that Founder (or associate, as applicable) without the prior approval of the Governor-in-Council;
- (j) except in the case of—
 - (i) a pro-rata offer of Shares to existing Shareholders of Shares of a class which is already on issue by the Company where notice of the pro-rata offer of Shares has been given to the Minister; or
 - (ii) an issue of voting Shares pursuant to the terms of any non-voting Shares or convertible securities approved in accordance with clause 53(k),
refrain from the issue of any voting Shares unless the Governor-in-Council has approved such issue and such issue shall be on such terms and conditions as the Governor-in-Council thinks fit;
- (k) refrain from issuing any non-voting Shares or securities convertible into voting Shares unless the Minister has approved such issue and such issue shall be on such terms and conditions as the Minister thinks fit;
- (l) ensure that the appointment of the auditors of the Company shall be in accordance with the provisions of the *Corporations Act* and

that no person shall be nominated as auditor unless that person's nomination has been approved in writing by the Minister;

- (m) ensure that the total voting power of any person (other than a Founder) shall not exceed 5% at any time without the prior approval in writing of the Minister;
- (n) ensure that the total voting power of any Founder shall not exceed 25% at any time without the prior approval in writing of the Minister;
- (o) ensure that the aggregate voting power of all foreign persons shall not exceed 40% without the prior approval in writing of the Minister PROVIDED THAT the Minister may by notice in writing exempt any holding of specified voting Shares by a specified person from the provisions of this paragraph for a specified period and during that period such voting Shares shall be disregarded for the purposes of this paragraph;
- (p) ensure that the total number of Shares in any class of non-voting Shares in which any person and their associates (other than an Approved Holder) shall have a relevant interest shall not exceed 5% of the total number of Shares of that class on issue at any time without the prior approval in writing of the Minister;
- (q) ensure that the Constitution of the Company shall not be altered or amended without the prior approval in writing of the Minister;
- (r) make available for inspection by the Minister or the Minister's nominee duly authorised in writing all information held in respect to the ownership, shareholdings, directors or corporate structure of the Company and all minutes of meetings of Shareholders and directors and other records relating thereto;
- (s) make available for inspection by the Minister or the Minister's nominee duly authorised in writing all books, records and documents relating to the financial transactions, bank accounts, source and application of funds, loans and investments of the Company;
- (t) ensure that the Minister or the Minister's nominee duly authorised in writing shall be entitled to attend and to speak at any meeting of the Company as though the Minister were a Shareholder in the Company but nothing contained in this clause shall confer on the Minister or the Minister's nominee a right to vote; and

- (u) deliver to the Minister a copy of all notices that are forwarded to Shareholders or directors advising of such meetings in the same manner and time frame as if the Minister were a Shareholder or a director.’.

52 Amendment of cl 67

(1) Clauses 67—

renumber as clause 54.

(2) Clauses 54(a), (b), (c), (d) and (e), as renumbered—
omit.

(3) Clauses 54(f), (g), (h) and (i), as renumbered—
renumber as clauses 54(a), (b), (c), and (d) respectively.

(4) Clause 54(a), as renumbered, after ‘shall be’—
insert—

‘no termination of the Foundation Agreement and’.

(5) Clause 54(a), as renumbered, after ‘of the Minister;’—
insert—

‘and’.

(6) Clause 54(b), as renumbered, after ‘Minister;’—
insert—

‘and’.

(7) Clause 54(c), as renumbered, after ‘Founder;’—
insert—

‘and’.

(8) Clause 54(d) as renumbered, from ‘that:’ to ‘September 1993,’—
omit, insert—

‘that’.

53 Omission of cl 68

Clause 68—

omit.

54 Amendment of cl 69

(1) Clause 69—

renumber as clause 55.

(2) Clause 55(a), as renumbered, ‘shareholder’—

omit, insert—

‘Shareholder’.

(3) Clause 55(b), as renumbered, ‘shareholder’—

omit, insert—

‘Shareholder’.

(4) Clause 55(b), as renumbered, ‘paragraph (a) above:’—

omit, insert—

‘clause 55(a)—’.

(5) Clause 55(b), as renumbered, ‘for the purposes of clause 73’—

omit.

(6) Clause 55(b), as renumbered, ‘a Casino Licence in accordance with clause 73’—

omit, insert—

‘the Casino Licence’.

(7) Clause 55(b), as renumbered, from ‘at the time of’ to ‘clause 73 or thereafter,’—

omit.

(8) Clause 55(c), as renumbered, ‘Articles of Association’—

omit, insert—

‘Constitution’.

(9) Clause 55(c), as renumbered, from ‘Conrad International Investment’ to ‘between them’—

omit, insert—

‘BI Gaming Corporation shall’.

(10) Clause 55(d), as renumbered, ‘paragraph (a) above’—

omit, insert—

‘clause 55(a)’.

(11) Clause 55(d), as renumbered, ‘Articles of Association’—

omit, insert—

‘Constitution’.

55 Amendment of cl 70

(1) Clause 70—

renumber as clause 56.

(2) Clause 56, as renumbered, ‘clause 67, an entitlement to voting Shares’—

omit, insert—

‘clause 53, a person’s voting power or shareholding which is’.

(3) Clause 56, as renumbered, ‘paragraphs (c), (d) and (e) of clause 67’—

omit, insert—

‘clause 53(m), (n), (o) or (p)’.

(4) Clause 56, as renumbered, after ‘relevant voting Shares’—

insert—

‘or shareholding’.

(5) Clause 56, as renumbered, ‘Memorandum and Articles of Association’—

omit, insert—

‘Constitution’.

(6) Clause 56, as renumbered, ‘that entitlement and that the entitlement’—

omit, insert—

‘the person’s voting power or shareholding and that the voting power or shareholding’.

(7) Clause 56, as renumbered, ‘transfer of voting’—

omit, insert—
'transfer of'.

56 Omission of cl 71

Clause 71—
omit.

57 Amendment of cl 72

(1) Clause 72—

renumber as clause 57.

(2) Clause 57, as renumbered, after 'this Part'—

insert—

'IV'.

(3) Clause 57(e), as renumbered, 'The'—

omit, insert—

'For the purposes of clause 57(c) and clause 57(d), the'.

(4) Clause 57(e), as renumbered, 'corporation—any'—

omit, insert—

'corporation, any'.

(5) Clause 57(f), as renumbered—

omit, insert—

'(f) A reference to—

- (i) a person's voting power shall have the same meaning as a reference in section 610 (Voting Power in a body corporate) of the *Corporations Act* to a person's voting power;
- (ii) a relevant interest in Shares shall have the same meaning as a reference to section 608 (Relevant interests in securities) of the *Corporations Act*; and
- (iii) an associate, other than for the purposes of clause 57(c) and clause 57(d), shall have the same meaning as a reference in Division 2 of Part 1.2 (Associates) of the *Corporations Act*

excluding section 13 (References in chapter 7) and section 14 (References in chapter 8) of the *Corporations Act*.’.

58 Amendment of Part V hdg

Part V, heading, ‘**GRANTING OF**’—
omit.

59 Amendment of cl 73

(1) Clause 73—

renumber as clause 58.

(2) Clause 58, as renumbered, heading—

omit, insert—

‘**Casino Licence**.’.

(3) Clauses 58(a) to (e), as renumbered—

omit.

(4) After heading—

insert—

‘(a) The State granted the Casino Licence to the Company.’.

(5) Clause 58(f), as renumbered—

renumber as clause 58(b).

(6) Clause 58(b), as renumbered, ‘term of the Special Lease or Special Leases’—

omit, insert—

‘Lease Period’.

(7) Clause 58(b), as renumbered, ‘Control Act’—

omit, insert—

‘*Control Act*’.

60 Amendment of cl 74

(1) Clause 74—

renumber as clause 59.

(2) Clause 59, as renumbered, ‘*Land Act 1962*’—

omit, insert—

‘*Land Act*’.

61 Amendment of cl 75

(1) Clause 75—

renumber as clause 60.

(2) Clause 60(b), as renumbered, ‘clause 75.(a) and’—

omit, insert—

‘clause 60(a) and’.

(3) Clause 60(b), as renumbered, ‘clause 75.(a) or’—

omit, insert—

‘clause 60(a) or’.

(4) Clause 60(c), as renumbered, ‘clause 75.(a)’—

omit, insert—

‘clause 60(a)’.

(5) Clause 60(c), as renumbered, ‘sub-clause (d) of this clause’—

omit, insert—

‘clause 60(d)’.

(6) Clause 60(d)(i), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(7) Clause 60(d)(i), as renumbered, ‘in sub-clause (b) of this clause’—

omit, insert—

‘in clause 60(b)’.

(8) Clause 60(d)(i), as renumbered, ‘of sub-clause (b) of this clause’—

omit, insert—

‘of clause 60(b)’.

(9) Clause 60(d)(ii), as renumbered, ‘he may’—

omit, insert—

‘the Minister may’.

(10) Clause 60(d)(ii), as renumbered, ‘him’—

omit, insert—

‘the Minister’.

(11) Clause 60(d)(ii), as renumbered, ‘he shall’—

omit, insert—

‘the Minister shall’.

(12) Clause 60(d)(ii), as renumbered, ‘his’—

omit, insert—

‘the’.

(13) Clause 60(d)(iii), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(14) Clause 60(d)(iv), as renumbered, ‘paragraph (iii) of this sub-clause’—

omit, insert—

‘clause 60(d)(iii)’.

(15) Clause 60(d)(iv), as renumbered, ‘subject to Section 63 of the *Control Act* he shall’—

omit.

(16) Clause 60(d)(iv), as renumbered, ‘him’—

omit, insert—

‘the Minister’.

(17) Clause 60(d)(iv), as renumbered, ‘he’—

omit, insert—

‘the Minister’.

(18) Clause 60(d)(iv), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(19) Clause 60(e), as renumbered, ‘*Art Unions and Public Amusements Act 1992*’—

omit, insert—

‘*Charitable and Non-Profit Gaming Act 1999*’.

62 Amendment of cl 76

(1) Clause 76—

renumber as clause 61.

(2) Clause 61, as renumbered, ‘clause 80’—

omit, insert—

‘clause 68’.

(3) Clause 61, as renumbered, from ‘The rates’ to ‘1 July 1996.’—

omit.

63 Amendment of cl 77

(1) Clause 77—

renumber as clause 62.

(2) Clause 62, as renumbered, heading—

omit, insert—

‘**Liquor Act—Special Facility Licence.**’.

(3) Clauses 62(a) and (b), as renumbered—

omit.

(4) Clauses 62(c) and (d), as renumbered—

renumber as clauses 62(d) and (e) respectively.

(5) Before clause 62(d), as renumbered—

insert—

‘(a) The Special Facility Licence was granted in respect of the Brisbane Casino-Hotel Complex and is taken to be a special facility licence for the purposes of the *Liquor Act*.’

(b) The Special Facility Licence shall, subject to this Agreement, be administered in accordance with the *Liquor Act*.

(c) Despite section 9 (Ordinary trading hours) of the *Liquor Act* but for the purposes of this Agreement, the ordinary trading hours during which the Special Facility Licence permits the sale or consumption of liquor in the Casino Part are the same hours approved (under section 61 (Hours of operation) of the *Control Act*) for the operation of the Casino Part.’.

(6) Clause 62(d), as renumbered, ‘term of the Special Lease or Special Leases’—

omit, insert—

‘Lease Period’.

(7) Clause 62(d), as renumbered, ‘*Liquor Act 1992*’—

omit, insert—

‘*Liquor Act*’.

(8) Clause 62(e), as renumbered, ‘*Liquor Act 1992*’—

omit, insert—

‘*Liquor Act*’.

64 Insertion of new cl 63 (Land Act—Special Lease.)

After clause 62, as renumbered—

insert—

‘63. Land Act—Special Lease.

(a) The Special Lease was granted under the *Land Act 1962* and is taken to be a term lease pursuant to section 476 (Existing lease continues) of the *Land Act*.

(b) If the Site is land reserved and set apart for a public purpose, the Development and operation of the Brisbane Casino-Hotel Complex and the Development of the Site is taken to be a purpose declared under the *Land Act* by the Governor-in-Council to be not inconsistent with the reservation or the *Land Act*.

(c) The provisions of the *Land Act* dealing with rental amounts, payments and periods do not apply to the Special Lease.’.

65 Amendment of cl 78

(1) Clause 78—

renumber as clause 64.

(2) Clause 64(a)(iii), as renumbered, ‘of his’—

omit, insert—

‘of the’.

(3) Clause 64(a)(iii), as renumbered, ‘for his’—

omit, insert—

‘for the’.

(4) Clause 64(a)(iv), as renumbered, ‘quoted by the’—

omit, insert—

‘quoted by’.

(5) Clause 64(b), as renumbered, ‘clause 78.(a)(i)’—

omit, insert—

‘clause 64(a)(i)’.

(6) Clause 64(c), as renumbered—

omit.

(7) Clause 64(d), as renumbered—

renumber as clause 64(c).

(8) Clause 64(c), as renumbered, ‘sections 274, 286 and 288 of the *Land Act 1962*. Sections 274, 286 and 288 of the *Land Act 1962*’—

omit, insert—

‘Division 3—subleases of Part 4—Dealings Affecting Land and Division 1—Transfers of Part 4—Dealings Affecting Land of the *Land Act*. These sections of the *Land Act*’.

66 Amendment of cl 78A

Clause 78A—

renumber as clause 65.

67 Insertion of new cl 66 (Review of Decisions in respect of Brisbane Casino-Hotel Complex, Site and Queens Park.)

After clause 65, as renumbered—

insert—

‘66. Review of Decisions in respect of Brisbane Casino-Hotel Complex, Site and Queens Park.

(a) Decisions made in relation to the Development of the Brisbane Casino-Hotel Complex, Site or Queens Park under—

- (i) this Agreement, in the case of Regulated Development, shall—
 - (A) not be subject to review under the *Review Act* or otherwise; and
 - (B) only be subject to review in accordance with any review process set out under this Agreement; and
- (ii) Development Legislation, in the case of Prescribed Works as contemplated by clause 15(a)(ii), shall—
 - (A) not be subject to review under the *Review Act* or otherwise; and
 - (B) only be subject to review in accordance with any review process set out under that Development Legislation which is applicable to the Prescribed Works.

Example for clause 66(a)(i)(B)—

This Agreement provides for an internal review procedure and appeals in respect of Regulated Development in Part II.

This Agreement provides for an internal review procedure in respect of Stop Orders in Part III.

Example for clause 66(a)(ii)(B)—

Decisions made under Development Legislation in respect of Prescribed Works shall be subject to any rights of review that are provided for in that Development Legislation which is applicable to plumbing work and drainage work.

(b) In particular, a decision under Part II or Part III of this Agreement, or another decision, of a Public Sector Entity or Public Official, in relation to the Development of the Brisbane Casino-Hotel Complex, Site or Queens Park—

- (i) is final and conclusive; and

- (ii) cannot be challenged, appealed against, reviewed, quashed, set-aside, or called into question in any other way, under the *Review Act* or otherwise (whether by the Supreme Court, another court, a tribunal, an authority or a person); and
- (iii) is not subject to any writ or order of the Supreme Court, another court, a tribunal, an authority or a person on any ground.

Examples of writs and orders to which the sub-clause applies—

Example 1—

Writs of mandamus, prohibition and certiorari.

Example 2—

Certiorari orders, prohibition orders, prerogative orders, prerogative injunctions, and statutory orders of review, within the meaning of the *Review Act*.

Example 3—

Declaratory and injunctive orders.

(c) Without limiting clause 66(b), the *Review Act* does not apply to the following matters—

- (i) conduct engaged in for the purpose of making a decision which has the meaning given by section 8 (Conduct engaged in for making decision— preparatory acts) of the *Review Act*;
- (ii) other conduct that relates to the making of a decision;
- (iii) the making of a decision or the failure to make a decision which has the meaning given by section 5 (Meaning of “making of a decision” and “failure to make a decision”) of the *Review Act*;
- (iv) a decision;

under this Agreement, or otherwise, in relation to the Development of the Brisbane Casino-Hotel Complex, Site or Queens Park.

(d) In particular, but without limiting clause 66(c), the Supreme Court does not have jurisdiction to hear and determine applications made to it under Part 3, 4 or 5 of the *Review Act* in relation to matters mentioned in clause 66(c).

(e) The Minister’s power under this Agreement to decide whether to accept or reject a recommendation of a Public Official, the Heritage Council or other Public Sector Entity is not affected by clause 66(b).’.

68 Amendment of cl 79

(1) Clause 79—

renumber as clause 67.

(2) Clause 67, as renumbered, ‘Section 61 (8)’—

omit, insert—

‘section 61(8) (Hours of Operation)’.

(3) Clause 67, as renumbered, ‘time;’—

omit, insert—

‘time,’.

69 Amendment of cl 80

(1) Clause 80—

renumber as clause 68.

(2) Clause 68, as renumbered, ‘review the rate’—

omit, insert—

‘review the rates’.

70 Amendment of cl 81

(1) Clause 81—

renumber as clause 69.

(2) Clause 69, as renumbered, ‘clause 85’—

omit, insert—

‘clause 71’.

(3) Clause 69(b)(ii), as renumbered, ‘clause 12’—

omit, insert—

‘clause 11’.

(4) Clause 69(b)(ii), as renumbered, ‘Section 32’—

omit, insert—

‘section 32 (Mortgage and assignment of casino licence)’.

(5) Clause 69(b), as renumbered, ‘company’—
omit, insert—
‘Company’.

71 Omission of cls 82 and 83

Clauses 82 and 83—
omit.

72 Amendment of cl 84

(1) Clause 84—
renumber as clause 70.

(2) Clause 70(a), as renumbered, ‘If:’—
omit, insert—

‘The Special Lease shall be liable to be forfeited if—’.

(3) Clause 70(a)(iv)(A), as renumbered, ‘company is made’—
omit, insert—

‘Company is made’.

(4) Clause 70(a)(iv)(A), as renumbered, ‘company is effectively’—
omit, insert—

‘Company is effectively’.

(5) Clause 70(a)(iv)(B), as renumbered, ‘Corporations Law’—
omit, insert—

‘Corporations Act’.

(6) Clause 70(a)(iv)(C), as renumbered, ‘Governor in Council’—
omit, insert—

‘Governor-in-Council’.

(7) Clause 70(a)(iv)(C), as renumbered, ‘Section 32(2)(b)’—
omit, insert—

‘section 32(2)(b) (Mortgage and assignment of casino licence etc.)’.

(8) Clause 70(a)(v), as renumbered, ‘; or’—

omit, insert—

‘;’.

(9) Clause 70(a)(vi), as renumbered, before ‘or other person’—

insert—

‘, any mortgagee’.

(10) Clause 70(a)(vi), as renumbered, ‘it’—

omit, insert—

‘the Company’.

(11) Clause 70(a)(vi), as renumbered, after ‘Lease; and’—

insert—

‘either—’.

(12) Clause 70(a)(vii), as renumbered—

renumber as clause 70(a)(vi)(A).

(13) Clause 70(a)(vi)(A), as renumbered, ‘being not’—

omit, insert—

‘not being’.

(14) Clause 70(a)(viii), as renumbered—

renumber as clause 70(a)(vi)(B).

(15) Clause 70(a)(vi)(B), as renumbered, ‘;’—

omit, insert—

‘;’.

(16) Clause 70(a), as renumbered, ‘the Special Lease shall be liable to be forfeited.’—

omit.

(17) Clause 70(b), as renumbered, ‘clause 84.(a)’—

omit, insert—

‘clause 70(a)’.

(18) Clause 70(c), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(19) Clause 70(d), as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

(20) Clause 70(d), as renumbered, ‘he’—

omit, insert—

‘the Minister’.

(21) Clause 70(e), as renumbered, ‘clause 84.(d)(i)’—

omit, insert—

‘clause 70(d)(i)’.

(22) Clause 70(f), as renumbered, from ‘sections 295 and 297’ to ‘Land Act 1962’—

omit, insert—

‘section 234 (When lease may be forfeited), section 238 (Application to the Court for forfeiture), section 239 (Governor-in-Council’s options if court decides on forfeiture) and section 241 (Effect of forfeiture) of the *Land Act*. The sections of the *Land Act*’.

(23) Clause 70(g), as renumbered, ‘*Land Act 1962*’—

omit, insert—

‘*Land Act*’.

73 Amendment of cl 85

(1) Clause 85—

renumber as clause 71.

(2) Clause 71, as renumbered, from ‘(a) In the event that the Casino Licence’ to ‘shall maintain continue and be of full force and effect as if this Agreement had not been terminated.’—

omit, insert—

‘(a) In the event that the Casino Licence is cancelled or suspended for any reason whatsoever, the following provisions shall apply—

- (i) The Governor-in-Council shall appoint an Administrator—
 - (A) in the case of cancellation of the licence as aforesaid within 7 days of the date of such cancellation; or
 - (B) in the case of suspension of the licence as aforesaid for a period of not less than 3 months, within 7 days of the date of receipt by the Minister of a request from the Company to appoint an Administrator.
- (ii) In the event of a receiver and manager having been approved or appointed prior to either clause 71(a)(i)(A) or clause 71(a)(i)(B) becoming effective, the Governor-in-Council shall appoint that person as Administrator for the purposes of this Agreement.
- (iii) Notwithstanding the provisions of sections 19 (Agreement to precede grant of casino licence) and 21 (Hotel-casino complex owner or State as licensee) of the *Control Act* or any provision of this Agreement or the Special Lease the Governor-in-Council shall—
 - (A) within the period of 7 days referred to in clause 71(a)(i) grant a casino licence to the Administrator; and
 - (B) if the Special Lease issued to the Company in respect of the Brisbane Casino-Hotel Complex is terminated for any reason grant a special lease (substantially in the form of the Special Lease) in respect of the Brisbane Casino-Hotel Complex to the Administrator.
- (iv) The Administrator shall pursuant to the casino licence to be granted pursuant to clause 71(a)(iii) manage and operate in accordance with the provisions of the *Control Act* the Casino as the agent of the Company.
- (v) The Administrator if such Administrator has been appointed pursuant to clause 71(a)(ii) may at any time and from time to time but always subject to the rights of any mortgagee pursuant to its security and also pursuant to the provisions of section 32 (Mortgage and assignment of casino licence etc.) of the *Control Act* during a period of 12 calendar months from the date of the appointment of the Administrator introduce a proposed assignee to whom the provisions of section 32 (Mortgage and assignment of casino licence etc.) of the *Control Act* shall apply as if such assignee was proposed by a mortgagee wishing to enforce its security.

- (vi) Should the proposed assignee be acceptable to the Governor-in-Council in the terms of clause 71(a)(v) the Governor-in-Council shall terminate the appointment of the Administrator and assign to the proposed assignee in accordance with the procedure set out in section 32 (Mortgage and assignment of casino licence etc.) of the *Control Act* the casino licence issued to the Administrator and the Minister shall approve an assignment of the special lease to the assignee of the casino licence in accordance with clause 64 of this Agreement.
- (vii) In the event that the Administrator is unable to introduce an acceptable assignee as hereinbefore provided in clause 71(a)(v) the Administrator shall while continuing to operate the Casino as hereinbefore in this clause provided but always subject to any rights of any mortgagee pursuant to its security and also the mortgagee's rights pursuant to the provisions of section 32 (Mortgage and assignment of casino licence etc.) of the *Control Act* dispose of the Brisbane Casino-Hotel Complex and arrange for the assignment of the casino licence at the highest attainable price to the assignee who is approved by the Governor-in-Council as if that assignee had been nominated by a mortgagee seeking to enforce its security in accordance with section 32 (Mortgage and assignment of casino licence etc.) of the *Control Act*.
- (viii) The casino licence and special lease granted to an Administrator shall not be cancelled or suspended prior to its assignment as referred to in clause 71(a)(vi) but the Governor-in-Council may from time to time within the Governor-in-Council's discretion remove an Administrator and appoint another Administrator in that person's place and shall remove an Administrator who is not a receiver or manager approved pursuant to section 32(2)(b) (Mortgage and assignment of casino licence etc.) of the *Control Act* and replace that person with an Administrator who becomes so approved.
- (ix) If the term of any suspension mentioned in clause 71(a)(i) is reduced after a request for the appointment of an Administrator has been made, the Governor-in-Council shall terminate the appointment of any Administrator the Governor-in-Council has appointed following a request that the appointment be so terminated, and

- (A) if the Company's Casino Licence has been cancelled, the Governor-in-Council shall assign to the Company the casino licence granted to the Administrator; or
- (B) if the Company's Casino Licence has not been cancelled, the Governor-in-Council shall cancel the casino licence granted to the Administrator.
- (x) An Administrator may be appointed on such terms which are not inconsistent with this clause as the Governor-in-Council considers desirable in the circumstances of the appointment.
- (xi) The term of any special lease granted pursuant to clause 71(a)(iii) shall expire on the last day of the Lease Period.

(b) The parties hereto acknowledge confirm and agree that any termination of this Agreement pursuant to the provisions of clause 69 shall not in any manner whatsoever terminate or reduce the effect of clause 71(a) and the rights and obligations of the parties and any mortgagee therein referred to shall maintain continue and be of full force and effect as if this Agreement had not been terminated.'

74 Amendment of cl 86

(1) Clause 86—

renumber as clause 72.

(2) Clause 72, as renumbered, heading—

omit, insert—

'Impact of Termination on the Development of the Brisbane Casino-Hotel Complex or the Site.'

(3) Clause 72, as renumbered, from 'or the Casino' to 'cancelled or suspended as aforesaid'—

omit, insert—

'the provisions of clause 14 shall apply to Development in respect of the Brisbane Casino-Hotel Complex and the Site which at the date of termination has been carried out or approved in accordance with this Agreement'.

75 Amendment of cl 87

(1) Clause 87—

renumber as clause 73.

(2) Clause 73, as renumbered, ‘contemplated by clause 77 shall’—

omit, insert—

‘granted pursuant to the *Liquor Act* shall.’

(3) Clause 73, as renumbered, ‘to be granted pursuant to clause 73’—

omit.

(4) Clause 73, as renumbered, ‘Complex’—

omit, insert—

‘Brisbane Casino-Hotel Complex’.

(5) Clause 73, as renumbered, ‘*Liquor Act 1992* as amended’—

omit, insert—

‘*Liquor Act*’.

76 Omission of cl 88

Clause 88—

omit.

77 Amendment of cl 89

(1) Clause 89—

renumber as clause 74.

(2) Clause 74(a)(i), as renumbered, ‘the Executive Building, 100 George Street, Brisbane in the State of Queensland’—

omit, insert—

‘the Minister’s principal office in Brisbane’.

(3) Clause 74(a)(ii), as renumbered, ‘nominated office in the State of Queensland;’—

omit, insert—

‘registered office; and’.

(4) Clause 74(a)(iii), as renumbered, ‘designated’—

omit, insert—

‘designate’.

(5) Clause 74(i), as renumbered, from ‘and are a condition’ to ‘this Agreement’—

omit.

78 Amendment of cl 90

Clause 90—

renumber as clause 75.

79 Amendment of cl 91

Clause 91—

renumber as clause 76.

80 Omission of cls 92–94

Clauses 92 to 94—

omit.

81 Insertion of new cl 77 (Delegations.)

After clause 76, as renumbered—

insert—

‘77. Delegations.

(a) The Minister may delegate in writing the Minister’s powers, rights or obligations pursuant to this Agreement, or any of them, to the Chief Executive (Gaming Regulation) or the Executive Director of the Queensland Office of Gaming Regulation.

(b) The Chief Executive (Gaming Regulation) may delegate in writing the Chief Executive’s (Gaming Regulation) powers, rights or obligations pursuant to this Agreement to an officer of the public service within that unit of the public sector for which the Chief Executive (Gaming Regulation) is responsible.’.

82 Amendment of cl 95

(1) Clause 95—

renumber as clause 78.

(2) Clause 78, as renumbered, ‘his’—

omit, insert—

‘the Minister’s’.

83 Omission of cl 96

Clause 96—

omit.

84 Omission of Index to Schedules

Index to Schedules—

omit.

85 Amendment of First schedule

First Schedule, heading—

omit, insert—

‘**SCHEDULE I—BRIEF TO APPLICANTS**’.

86 Omission of Second and Third Schedules

Second and Third Schedules—

omit.

87 Amendment of Fourth Schedule

(1) Fourth Schedule—

renumber as Schedule II.

(2) Schedule II, as renumbered, heading—

omit, insert—

‘SCHEDULE II—WORKS & FEES’.

(3) Schedule II, as renumbered, ‘8. Footpath rental fees’—
omit.

88 Omission of Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Schedules

Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Schedules—
omit.’.

13 Renumbering

Sections 4, 5, 6, 11 and 13—
renumber as sections 3 to 7.

**PART 3—REPEAL OF CERTAIN SUBORDINATE
LEGISLATION****14 Repeal of regulation made under Brisbane Casino Agreement Act 1992**

The *Brisbane Casino Agreement Regulation 1993* (1993 SL No. 135) is repealed.

15 Repeal of subordinate legislation made under the Jupiters Casino Agreement Act 1983

The following subordinate legislation made under the *Jupiters Casino Agreement Act 1983* is repealed—

- the order in council published in the gazette on 23 November 1991 at pages 1305–11
- *Jupiters Casino (Variation of Agreement) Order 1992* published in the gazette on 1 February 1992 at pages 404–6.