

**Local Impact Assessment Class 1 Application
15-17 Market Street, Goulburn NSW**

Goulburn & District Soldiers Club Ltd
December 2012



EXECUTIVE SUMMARY

1. INTRODUCTION

- I. This document is a Local Impact Assessment Class 1 to accompany a Threshold Increase Application made for approval of a 'low range' gaming machine threshold increase of 20 for Goulburn & District Soldiers Club Ltd (the "Applicant") at premises situated at 15-17 Market Street, Goulburn NSW (the "Venue") located in the Band 2 Local Government Area (the "LGA") of Goulburn Mulwaree. The Applicant has operated at the Venue for more than 90 years and provides hospitality based recreational pursuits and community based enterprises for its members and their guests. This LIA provides relevant gaming data, social data and issues of concern to the Local Community so that the Authority can determine whether additional gaming machines will positively contribute to the Local Community.

2. RESPONSIBLE GAMBLING MEASURES

- II. Chapter 2 of this Report details the mandatory and additional responsible conduct of gambling measures put in place by the Applicant at the Venue. The Applicant operates its gaming machine operations in strict accordance with legislated and 'best-practice' interventions and initiatives modelled on its Responsible Service of Gambling House Policy (see Appendices 1 and 2). The Applicant has also implemented additional measures to ensure compliance with recent amendments to the Gaming Machines Act 2001 and associated Regulations. The Applicant is a member of ClubSafe, and has adopted its best practice guidelines and policies.

3. LOCAL COMMUNITY

- III. Chapter 3 of this Report details the communities potentially affected by the approval of the Application. The Goulburn Mulwaree LGA is the Local Government Area of the Venue and a map illustrating the extent of the LGA and the location of the Venue is included as Appendix 3. An area extending 5kms from the Venue has been identified as the Local Community for the purpose of assessment. Chapter 4 provides a demographic description of the LGA and Local Community.

4. POSITIVE CONTRIBUTION

- IV. Chapter 5 of this Report details the positive contributions resultant from approval of the Application to the Local Community. A donation of \$105,000, paid in three annual instalments, will be paid to Growing Abilities Goulburn Inc., a not-for-profit organisation that aims to provide vocational training and support to people who suffer social exclusion as a result of disability or social disadvantage. The organisation intends to establish a horticultural enterprise that will serve as a site for social and workplace participation for individuals who may be otherwise excluded from employment.

5. CONCLUSION

- V. Given the satisfaction of the requirements of the Act and Regulation through the conduct of gaming machine operation at the Venue in a responsible manner and the evidence of substantial positive contributions to the Local Community, it is the Applicant's belief that this LIA meets the requirements of the Legislation.

1 INTRODUCTION

- 1.1 This Report is a Local Impact Assessment ("LIA") Class 1 to accompany a Threshold Increase Application for a Band 2 Local Government Area venue of 'low range increase' of 20 gaming machines for Goulburn District & Soldiers Club Ltd ("the Applicant"). The Applicant is located at 15-17 Market Street, Goulburn NSW ("the Venue") in the Goulburn Mulwaree Local Government Area ("the LGA").
- 1.2 Methodology
- 1.3 In respect of LIAs relating to threshold increase applications, the LIA Guidelines provide that the Casino, Liquor and Gaming Control Authority ("the Authority") can only approve an LIA where the LIA complies with the requirements of the [Gaming Machines] Act [2001] and the [Gaming Machines] Regulations [2008] ("the Legislation") and demonstrates that gambling activities will be conducted in a responsible manner. The Guidelines further state that an LIA Class 1 must demonstrate that the proposed increase in gaming machines for the venue will provide a positive contribution towards the Local Community in which the venue is situated.
- 1.4 Applicant Details and History
- 1.5 The Applicant established at the site in 1921, with original members being drawn from serving and ex-serving defence force personnel. The Applicant obtained a liquor licence in 1947, and began to accept associate members in 1968. The Applicant currently has close to 13,000 members and employs 85 local people on a full time, part time and casual basis.
- 1.6 Current Applicant Services, Facilities and Donations
- 1.7 The Venue offers various lounge spaces complete with big screen televisions and bars, including the family-friendly Park Lounge which welcomes accompanied children until 10pm. It also features five outdoor terraces, a restaurant, a coffee shop, a snooker room, seven different function rooms that cater for up to 800 people in total, and gaming and wagering facilities. The Applicant also provides members with free entertainment, and hosts and sponsors numerous intra clubs, including 6 Minute Snooker, GSC Dance Club, Spirit Football Club and Goulburn Soldiers Fishing Club. The Applicant provides donations to a number of different organisations annually. In 2011 its numerous beneficiaries included Careflight NSW, Disability Trust, Goulburn Mulwaree Blind & Visually Impaired Group, Goulburn Legacy, Goulburn High School and RSPCA Australia.

1.8 Financial performance of the Applicant

- 1.9 The Applicant had a total revenue in 2011 of \$7.7 million and an overall profit of \$695,897. Gaming machine revenue for the year ending July 2012 was \$6 million, representing approximately 77.6% of total revenue. The Applicant paid \$1 million in gaming machine duty in 2011. The Applicant made donations of \$231,510 in 2011, and had a total employee benefits expense of \$1.6 million.

1.10 Gaming machine indicators

- 1.11 The Applicant operates 115 gaming machines currently. The Applicant had a profit per gaming machine (total turnover less payouts) of approximately \$52,259 for the 2011 year. The average net profit per gaming machine for the Goulburn Mulwaree LGA in 2011 was \$42,674. The Applicant projects that each additional gaming machine will return a profit of \$52,259 per annum. The additional machines will thus add an estimated \$1 million for the first year of operation to the gaming revenue of the Applicant.

1.12 Proposal

- 2.1 The Applicant has committed to donating a total of \$105,000 to Growing Abilities Goulburn Inc., a not-for-profit organisation aimed at supporting individuals whose employability is limited as a result of disability or other sources of social disadvantage. A number of sources indicate that there is a genuine need for this type of service within the Local Community and the LGA, and that this facility would be well-patronised by the region's significant disabled population, as well as by other individuals who suffer from isolation and exclusion.
- 2.2 Further details in relation to the positive contribution are provided later in this Report.

2 RESPONSIBLE GAMBLING MEASURES

- 2.3 The Applicant's gaming machine operation is in strict accordance with legislated and optional responsible gambling measures and is considered best practice in this area. A copy of the Applicant's House Policy on the Responsible Conduct of Gambling is included at Appendix 1. The Applicant adheres to ClubSafe's responsible gaming house policy, which is drafted in accordance with the legislative requirements stated in the Gambling Legislation Amendment (Responsible Gambling) Act 1999, the Registered Clubs Act 1976, the Gaming Machines Act 2001 and accompanying regulations. The Applicant's harm minimisation strategies are extensive. A full list is attached as Appendix 2.
- 2.4 The Applicant is a member of ClubSafe, and has adopted the best practice guidelines and policies suggested by each of these organisations. As such, the Applicant goes beyond compliance with current legislation.

3 LOCAL COMMUNITY

3.1 Definition of Local Community

- 3.2 The Legislation provides that there must be a positive contribution from approval of the Threshold Increase Application. The methodology which the Applicant has used to define its Local Community has been developed through its analysis of its membership penetration in the surrounding area. Generally a registered club will have a membership penetration in urban and semi-urban areas of approximately 5kms. This assessment is linked heavily to legislative requirements pertaining to compulsory membership of any person residing within 5kms of the registered club in question. In the context of the information set out above, the Local Community is defined as per the map attached as Appendix 4. It is submitted that this defined area meets the requirements of the Act, Regulation and Guidelines.

4 DEMOGRAPHY

- 4.1 Goulburn Mulwaree LGA is located in the Southern Tablelands of NSW, on the Sydney-Canberra corridor. The LGA is about 200km south-west of Sydney and about 95km north-east of Canberra. The LGA is bounded by the Upper Lachlan LGA in the north and west, Wingecarribee and Shoalhaven LGAs in the east and the Palerang LGA in the south. Covering an area of approximately 3,232km², the LGA is predominantly rural, with the regional city of Goulburn at its centre. Facilities of note include TAFE NSW, NSW Police College and Goulburn Correctional Centre. The LGA comprises approximately 12,276 private dwellings and is a sub-region of the Southern Tablelands Statistical Sub-Division.
- 4.2 In August 2011, the rate of unemployment in the Goulburn Mulwaree LGA was estimated at 5.7%, slightly lower than the NSW rate of 5.9%. The Goulburn Mulwaree LGA has a SEIFA (2006 social-economic index of relative advantage-disadvantage) of 943, which is lower than the State average of 978. An alternative measure of SEIFA is provided by the ABS. Each LGA in NSW has been ranked in deciles (ranges of 10 percent). The first decile denotes the most disadvantaged LGAs, the tenth decile, the most advantaged. Goulburn Mulwaree LGA falls in the fifth decile and therefore ranks in the middle of all NSW LGAs. The advantage of using this method to analyse SEIFA is that it allows comparison with all LGAs, not simply a State average, which is skewed by a small number of very high SEIFA estimates for certain LGAs. This is emphasised by the fact that in 2006 only 50 of 151 LGAs (excluding Unincorporated NSW) or 33.1% of all LGAs, had a SEIFA in excess of the NSW average.
- 4.3 The LGA has a relatively old and relatively disadvantaged population, with a median age of 41 compared to 37 for NSW, and a median household income of only \$981, notably less than the corresponding NSW figure of \$1,237. Whilst the LGA's rate of unemployment is slightly lower than that of NSW rate, the proportion of the population requiring assistance for core activities is higher – 6.0% in 2011, as opposed to only 4.9% across the state. Indigenous people comprise 2.8% of the LGA's population, but only 2.5% of the state's. Read together with the 2006 Census figures, the latest data demonstrates that these sectors of the Goulburn Mulwaree population are growing – only 5.2% required core assistance in 2006, and only 2.2% identified as Aboriginal and/or Torres Strait Islander. Demographic markers pertaining to the Local Community position it as similar in character to the LGA.

5 POSITIVE CONTRIBUTIONS

- 5.1 The granting of the Application will yield significant benefits for the Local Community and LGA in the form of a donation to Growing Abilities Goulburn Inc., a locally-based not-for-profit organisation that is in its very early stages.
- 5.2 **Growing Abilities Goulburn Inc.**
- 5.3 Growing Abilities Goulburn Inc. ("GAGI") is an organisation aimed at supporting local residents who are excluded socially and from employment, as a result of disability or disadvantage. The organisation is in the early stages of establishing a horticultural enterprise that will function as both a supported employment service and a nursery. The ultimate aim is that the nursery will become at least partially self-funding, and will acquire such funds by way of propagating and selling native plants that are indigenous to the Goulburn region.
- 5.4 Goulburn Mulwaree Council has provided a site for the nursery, which is to be located at 41 Ross Street Goulburn. It will be modelled on a similar facility located in Welby in the Southern Highlands, which was established over 30 years ago and operates successfully as both a retail/wholesale nursery business and as a self-funding, not-for-profit vocational training institution and place of employment for individuals who are disabled or otherwise disadvantaged.
- 5.5 GAGI's purpose is to provide people who are disabled or disadvantaged with the dignity of being able to make choices as to the type of employment they enter into. The following objectives are intended to assist it in achieving this central purpose:
- 1. To provide a mechanism for social and workplace participation for individuals with disability and social disadvantage, and promote choice and empowerment.*
 - 2. To provide education and training and develop vocational and social skills for the target group.*
 - 3. To develop a viable business model which can be partly or partially self-sustaining.*
 - 4. To provide appropriate wages and employment for participating individuals.*
 - 5. To develop community relationships and partnerships and provide a vehicle for volunteer participation.*
 - 6. To raise awareness of environmental issues.*
- 5.6 Individuals employed by GAGI will be trained to undertake horticultural and sales-related tasks. Aside from the vocational experience and qualifications they will obtain, employees will also benefit from social interaction, physical exertion and an increased sense of purposefulness.

- 5.7 The service will be open to individuals who are physically or mentally disabled, as well as those who are otherwise disadvantaged, including individuals who are of Aboriginal and/or Torres Strait Islander origin. The list of potential corporate partners provides some indication as to the type of individuals who may seek to utilise the service:

- Disability Services Australia
- Essential Personnel
- House With No Steps
- Anglicare
- Mission Employment
- Local Aboriginal Land Council
- TAFE Horticulture
- Goulburn Mulwaree Council
- Riversdale
- Society of Growing Native Plants
- Wetlands
- McDermott Centre
- Men's Shed
- Garden Clubs of Goulburn and Crookwell
- Rotary Clubs of Goulburn, Goulburn Mulwaree and Goulburn Argyle
- Challenge Southern Highlands

5.8 **Funding**

- 5.9 The Applicant has promised to donate \$35,000 annually for three years. This donation will specifically fund the employment of a co-ordinator, who will work one day per week. The co-ordinator will undertake the following essential tasks:

- liaise with various groups;
- organise supplies;
- payments of accounts;
- reporting to the Board of Directors of the business regularly; and
- liaising with business partners and stakeholders.

- 5.10 The position would be best filled by someone with horticultural experience.

5.11 **Benefit to the Local Community**

- 5.12 The Australian Government Department of Families, Housing, Community Services and Indigenous Affairs published a paper entitled "SHUT OUT: The Experience of People with Disabilities and their Families in Australia" in 2009, which was based on submissions provided by disabled individuals themselves, in preparation for the National Disability Strategy, which went on to be endorsed by Australian federal and state governments in 2011. This paper highlights the many challenges faced by Australia's disabled population, including the loneliness of social exclusion and the difficulty in obtaining meaningful employment, both issues that are of relevance to this LIA. Of the former issue, the paper offers:

Lack of social inclusion and the multiple barriers to meaningful participation in the community faced by people with disabilities were the most frequently raised issues in the submissions, [which] made it clear that very little progress has been made in challenging prevailing myths and stereotypes about

people with disabilities. They still find themselves the subjects of fear and ignorance, regarded as burdens or objects of pity.

- 5.13 The solutions suggested varied, but included the idea that disability-specific programs and services be broaden their aims from the traditional tenets of “function and independence” to “social inclusion and community participation”. This is exactly what GAGI hopes to achieve.

- 5.14 The latter issue is discussed as follows:

Meaningful employment is essential not only to an individual's economic security but also their physical and mental health, personal wellbeing and sense of identity. Unfortunately, too few people with disabilities appear able to access meaningful employment [...] What was clear from the submissions was that people with disabilities want to work. What most lack is not ability but opportunity.

- 5.15 The 2010-2020 National Disability Strategy, an initiative of the Council of Australian Governments (which includes the NSW), outlines the governmental approach to improving the lives of people with disability. Amongst the many objectives and policy directions listed are the following:

- *Increased access to employment opportunities as a key to improve economic security and personal wellbeing for people with disability, their families and carers (“Summary Document” 6).*
- *Reduce barriers and disincentives for the employment of people with disability (7).*
- *Encourage innovative approaches to employment of people with a disability (7).*

- 5.16 GAGI responds to these objectives by providing a source of employment, as well as training that may lead to employment elsewhere, for individuals who suffer from a disability.

- 5.17 ABS data, excerpted earlier, indicates that the Goulburn Mulwaree LGA has a relatively high number of disabled people amongst its residents, and that the proportion of its population requiring assistance as a result of disability is growing, meaning that GAGI is well-suited to the particular needs of its Local Community. Goulburn Mulwaree council documents provide further endorsement of the local demand for this service. The Goulburn Mulwaree Council Social Plan 2006-2010 is suggestive of the significance of the LGA's disabled population, explicitly noting the need to “thoroughly analyse the level of service options for people with a disability” (1).

- 5.18 GAGI is also intended to service the needs of other sectors of the Local Community suffering from isolation or exclusion as a result of social disadvantage. One particular sector referenced within the list of corporate partners is the LGA's Indigenous community, which, like the disabled population of Goulburn Mulwaree, is relatively sizeable. Given the regional location of the LGA, people residing there who face obstacles to socialisation and employment are particularly vulnerable to exclusion, furthering the need for such services within the Goulburn Mulwaree region.

- 5.19 It is submitted that the Applicant's plan to fund the employment of a co-ordinator who will facilitate the running of GAGI will be significantly beneficial to the Local Community and the greater Goulburn Mulwaree LGA, given the region's overrepresentation of individuals requiring the training, social interaction, support and employment opportunities that will be on offer as a result of the establishment of this service.

6 CONCLUSION

- 5.20 This LIA, pursuant to Section 37 of the *Gaming Machines Amendment Regulation* 2009, defines the Applicant's Local Community, details the positive contributions that the Applicant will provide to the Local Community if the Application is approved, and details the harm minimisation and responsible gambling measures that are in place at the Venue.
- 5.21 The Applicant is a community based registered club which provides needed community support through additional donations exceeding those required through CDSE contributions. The Venue provides a central meeting place for its Local Community, including numerous recreational and social facilities and opportunities existing for the benefit of members and guests.
- 5.22 The Applicant operates gaming at the Venue in compliance with mandated Legislative requirements and operates a best-practice style of interventions and procedures. The Applicant enforces this strict approach based on its House Policy on the Responsible Conduct of Gambling conducting regular in-house training for all of its gaming staff, each of whom holds qualifications in the Responsible Conduct of Gambling.
- 5.23 The positive contribution put forward in this LIA will not occur without the approval of the Application. The Applicant has pledged \$35,000 per year for three years, which will fund the employment of a co-ordinator who will facilitate the running of Growing Abilities Goulburn Inc. ('GAGI'), a not-for-profit vocational service that seeks to address the social and workplace exclusion of people who are disabled or socially disadvantaged. GAGI will take the form of a horticultural retail and wholesale enterprise, with employees to be trained in plant care and retail sales. Demographic data and Council documents demonstrate the need for this type of service in the Goulburn Mulwaree area.
- 5.24 It is therefore provided that the test as set out in the Guideline and Legislation is met and the Applicant submits that the Threshold Increase Application should be approved.

Appendix 1

ClubSafe Responsible Conduct of Gambling Policy

Prepared by:



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IMPORTANT NOTICE

Machine Playing Conditions



These Conditions regulate and limit the rights and obligations of anyone who plays a gaming machine in the Club.
You should read them before playing any machine. Do not play any machine if you do not understand and accept all of these Conditions.

1. No patron is required to participate. Any playing of machines is at your sole option, discretion and risk.
2. Player information brochures are available. Please ask if you would like to know how to get one. Player brochures are for general information only and if there is any inconsistency with these Conditions, then to the extent of the inconsistency these conditions prevail.
3. You should not play any machine unless you completely understand -
 - (a) how you have to play it, and
 - (b) the combinations that you would have to get to win a prize.
4. If you disagree with anything done by the Club in connection with a prize or the playing of a machine, please ask about the Club's complaint handling procedures.
5. Machines must not be played by anyone under the age of 18 years.
6. These Conditions cannot be varied for you personally except by a document that sets out the change(s), expressly refers to these Conditions and is signed by an authorised Club officer.
7. These Conditions apply even where there are separate conditions stipulated for a particular machine or promotion or prize, except only where (and to the extent that) the Club expressly states in writing that it is amending these Conditions.
8. Payment may be withheld and the Police called if in the Club's opinion a machine or the circumstances show any sign of use of or interference with the machine which is unlawful or in breach of these Conditions or the Club has any reasonable suspicion of play in breach of these Conditions or which is otherwise improper.
9. A prize or purported prize will not be paid or awarded where in the Club's reasonable opinion it arises as a result of a machine malfunction; or as a result of any aspect of the operation, working, use or performance of the machine that was not intended or not reasonably anticipated by the Club (even if that aspect of the operation, working, use or performance of the machine was otherwise predictable); or (without limiting the previous general words), where the winning combination showing has not been registered in the machine. The Club's decision is final.
10. Various legal requirements binding on the Club in some circumstances are mandatory and cannot be varied. If any such requirement is inconsistent with these Conditions then the legal requirement prevails but only to the extent of the inconsistency.
11. You must not play any machine which the Club has marked as malfunctioning or otherwise in some way marked or indicated as withdrawn from play. The Club will not pay any prize won on any such machine.
12. At any time when requested by the Club a player must provide their full name and address plus details of the basis on which they are on the Club's premises, with such documentary proof as the Club reasonably requires. The Club may prevent you from playing or continuing to play any machine if you do not satisfactorily comply with this requirement.
13. Club employees and former employees, and contractors and suppliers to the Club (and their officers and staff) must observe all relevant restrictions imposed by the Club from time to time regarding such persons. Without limiting those general words, an employee must not play machines whilst on duty nor during meal or rest periods or other breaks from duty. Prizes won by an employee or former employee, or by a contractor or supplier (or one of their officers or staff) when playing a machine in breach of this Condition, will not be awarded or paid.
14. Only coins and notes of Australian legal tender are to be used to play gaming machines and that must be in accordance with the particular requirements of any particular machine as noted on that machine.
15. You may reserve not more than one machine at a time and then for a maximum of 15 minutes. However, the Club may in any particular case decide in its discretion not to allow a machine reservation to continue. The Club has no liability to you if you reserve a machine but for any reason that machine is played by some other person. The Club may in its discretion but without limiting the other provisions of this condition, allow particular types of players to reserve more than one machine or to reserve a machine for a longer period.
16. The Club may reserve any number of machines for the exclusive use of full members or for a particular promotion or activity. If you are not entitled to play a machine under any such particular arrangement then you are not entitled to claim any prize won on the machine whilst it is so reserved.
17. A prize will not be paid unless the winning combination is seen by an authorised staff member of the Club and verified for payment according to the Club's standard procedure for paying prizes.
18. A prize will not be paid if it is won before the opening time of the Club, or after the announced closing time of the Club.
19. The Club has the right to ensure that every prize, short pay and machine refill is played off.
20. The Club may refuse any person the right to play or to continue to play a gaming machine in its discretion at any time without giving any reason.
21. You must immediately report to an authorised Club staff member, any machine that is able to be operated without using the correct legal tender or without reducing the credit meter by an appropriate amount or that is malfunctioning in any other way, and you must stop playing that machine.
22. You must also immediately report to an authorised Club staff member, any machine that overpays or pays other than the correct amount for a winning combination, and you must stop playing that machine.
23. Any property, including money, left by players in or on an unattended machine must be reported and returned to the Club for appropriate action.
24. If you do not report a malfunction as required then you may be liable to the Club for damages suffered by the Club as a result.
25. You must not tilt, rock, move damage or interfere with a machine or do anything calculated or likely to interfere with the normal operation of a machine, or do anything prohibited by law.
26. Cheating in relation to a machine is a very serious criminal offence carrying a maximum penalty of \$11,000.00 or imprisonment for 12 months, or both, for each offence.
27. Prizes are not payable to any player, and may not be claimed by any person, who is under the age of 18 years or who is not either a financial member, provisional member, temporary member or honorary member, or a bona fide guest of a member and on the premises in compliance with all requirements of the law and the Club's Constitution and playing the machine in the reasonable company of the member concerned.
28. Prizes or accumulated credits over \$2,000.00 will, and prizes of less than that amount may be paid by crossed cheque payable to the prizewinner, or by EFT where that is requested by the prizewinner and those means are available to the Club.
29. Monetary prizes and stored or accumulated credits will be paid within 48 hours of a request for payment from the prizewinner. The Club in its discretion may pay part of a prize or of a stored or accumulated credits, in advance of paying the balance.
30. A prize may be awarded in a non-monetary form. Where a prize is awarded in a non-monetary form there is no option to take the prize in any other non-monetary form except as the Club may have separately specified in writing for any particular machine or promotion. The prizewinner does have the choice of being paid instead. The prize will be awarded as stated in the Club's published information, or if no time has been specified then within 48 hours of a request from the prizewinner.
31. Where a prize is not awarded or paid immediately after the prizewinner has requested it, the Club will give the prizewinner a written acknowledgment of the prizewinner's entitlement to the prize.
32. For a monetary prize, the Club will pay the prizewinner an amount equal to but not exceeding the value of the credits accumulated by the prizewinner from playing the relevant machine.
33. Except as specified by the Club in writing or by legislation for any particular machine or promotion, all prizes are paid in cash. The Club keeps certain records in relation to machines and prizes. Players must cooperate with the Club regarding the keeping of those records.
34. If the Club offers any machine which is operated as part of an inter-club linked gaming system (no matter what that system is named) then -
 - (a) to the maximum extent permitted by law, progressive jackpots (and other similar prizes) are payable by TAB limited or other operator of the linked gaming system alone and the Club has no liability to pay, and gives no representation or warranty concerning, any such jackpot, prize or other benefit offered by that operator.
 - (b) any other specific Conditions applicable to the relevant linked gaming system, including those notified by the operator of the linked gaming system, apply. If there is any inconsistency, then as between you and the Club (except as any other Conditions promulgated by the Club may expressly provide) these Conditions prevail to the extent of the inconsistency to maximum extent permissible at law;
 - (c) the Club may if it chooses act as the representative or agent of the linked gaming system operator eg. to facilitate payment of a progressive jackpot or prize. However, that does not waive or affect these conditions all of which continue to apply.
35. The Club may immediately withdraw a machine or any progressive system from play if the Club in its absolute discretion suspects a malfunction. If the machine is of a progressive type then the Club will have the machine repaired as soon as practicable.
36. Only the actual prizewinner may claim or receive payment of a prize. They must do so in person at the club's premises. The Club may in its absolute discretion waive this condition.
37. If the Club in good faith pays or awards a prize to someone appearing to the club to be or to duly represent the prizewinner, then the maximum extent permitted by law that payment or award fully discharges the club from all liability to the prizewinner in relation to that prize.
38. If the Club provides any gaming machine ticket (as defined in the Gaming Machine Regulation 2002 as may be amended from time to time) then -
 - (a) The ticket may only be redeemed at the place or places at the Club's premises which are designated by the Club.
 - (b) The ticket may be redeemed at the Club's election in cash or by cheque or both.
 - (c) The Club may refuse to redeem the ticket if the Club is not satisfied that the person claiming in respect of the ticket or if that person does not provide documentary proof of identity and their signature and provide and let the Club take from that documentary proof of identity the following information - their full name and address; the identifying numbers or letters of the document proving their identity; and the full name, address and signature of the person claiming in respect of the ticket (if different to the person presenting the ticket).
 - (d) Claims may be made for unclaimed tickets at any time when the Club is open for trading.
39. The Club may still publish information relating to the type or value of any prize won and the venue or geographic location where it was won, even if the prizewinner requests in writing that nothing disclosing the prizewinner's identity be published.
40. By accepting or redeeming a prize, a prizewinner consents to use of their name and likeness for marketing purposes (until they request the Club in writing given to the Club or an employee of the Club that anything disclosing their identity not be published), based on the winning of the prize and without additional compensation.
41. Nothing in these Conditions affects anything contained in any self-exclusion deed which you may sign. The Club is entitled to rely on every provision in any self-exclusion deed signed by you (whether or not the deed is titled as a self-exclusion deed), despite anything in these Conditions.
42. Any other specific Conditions applicable to any particular machine, promotion or prize apply. If there is any inconsistency, then (except as those other conditions may expressly provide) these Conditions prevail to the extent of the inconsistency.
43. A member who breaches any of these Conditions is liable to disciplinary action by the Club in addition to any disqualification from claiming a prize and any other lawful penalty.
44. The Club may withdraw or amend these Conditions at any time in its absolute discretion. Any change becomes operative immediately it is displayed anywhere at the Club.

IS GAMBLING A PROBLEM FOR YOU?
G-LINE (NSW) IS A CONFIDENTIAL, ANONYMOUS & FREE COUNSELLING SERVICE
FREE CALL 1800 633 635



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Appendix 2

Detailed list of Responsible Conduct of Gambling measures

Prepared by:



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Responsible Conduct of Gambling

The Applicant has instigated an extensive range of harm minimization measures, including the following:

- All employees involved in gaming related duties hold a responsible conduct of gambling qualification in an approved course;
- All prize winners receive prizes in accordance with clause 13 *Gaming Machines Regulation*;
- The prize schedule of the Applicant is operated in accordance with clause 14 *Gaming Machines Regulation*;
- The Applicant maintains certain records as per clause 18 and 19 *Gaming Machines Regulation*;
- The Applicant maintains records relating to gaming machine prizes as per clause 15 *Gaming Machines Regulation*;
- No inducements as specified in clause 48 of the *Gaming Machines Regulation* are offered by the Applicant to gamble;
- Player information brochures in relevant community languages are kept in the Venue as per clauses 22, 23 and 24 *Gaming Machines Regulation*;
- Signage containing wordage as per clauses 26, 25 and 49 of the *Gaming Machines Regulation* are located in conspicuous positions in all gaming areas of the Venue;
- All jackpot link monitors are located in gaming or bar areas only;
- The identities of any prize winners are not published;
- The Applicant does not promote gambling outside the Venue, including not providing gambling signage which draws attention to the availability of gaming machines in the Venue, includes a term or expression frequently associated with gambling or relates to gambling franchise or gambling business;
- The Applicant maintains records of its player loyalty scheme in compliance with clauses 42, 43 and 44 *Gaming Machines Regulation*;
- The Applicant operates its player loyalty scheme in accordance with section 45 of the *Gaming Machines Act*, specifically provisions relating to the promotion of cash prizes over \$1,000, exchanging prizes for cash, redemption of bonus points for cash and advises of availability of player activity statements upon request;
- All gaming machines at the Venue are located in areas which do not attract members of the public who are outside the Venue or are contrary to public interest;
- The Applicant operates its gaming machine operations in accordance with the *ClubsNSW Code of Practice*;
- No minors are ever allowed access to gaming areas of the Venue;
- Strong links are maintained with established referral systems problem gambling counselling services;
- The Applicant operates the ClubSafe self-exclusion scheme in compliance with clause 47 *Gaming Machines Regulation*;
- Consumer information on the chance of winning maximum prizes and jackpots is made available in the gaming area;
- Gaming machines notices on the dangers of excessive gambling are placed in all required areas;
- Signage on the unavailability of credit facilities, both through access to credit funds via Automatic Teller Machines and through no facility at the venue;
- No cashing of third party cheques is possible;
- Clocks are clearly visible in all areas of the Venue as per clause 28 *Gaming Machines Regulation*;
- No gaming cash payments over \$2,000 are made;
- No cash prizes in gaming promotions;
- Limiting the value of prize winning cheques to \$1,000;
- Only the provision of opt-in marketing is undertaken and only as part of the Applicant's full suite of promotions;
- All direct advertising of gaming is contained within the Venue premises and is not visible outside the Venue; and
- The availability of player activity statements by players upon request is well known.

The Applicant has also implemented additional measures to ensure compliance with recent amendments to the *Gaming Machines Act 2001* and associated *Regulation*, this includes:

- No ATM in the Venue permits the dispensing of cash withdrawn from a credit account
- Any unclaimed prizes are now processed as follows:
- The Applicant places any unclaimed jackpot winning tickets not claimed within 12 months in a conspicuous area of the Venue for one month;
- Any unclaimed gaming machine tickets or jackpots not claimed during the 12 month period are now to be paid into the Community Development Fund;
- All prize winning cheques now clearly state - 'Prize winning cheque – cashing rules apply'.

Appendix 3

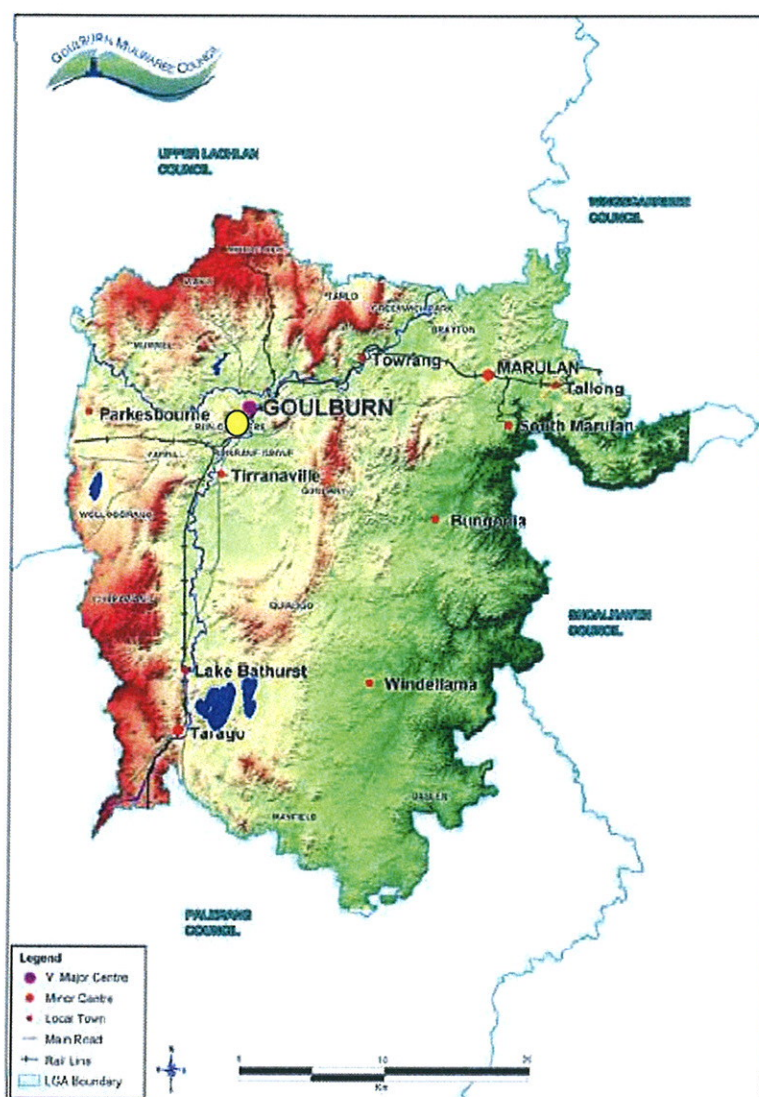
LGA Map

Prepared by:



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Map of Goulburn Mulwaree Council



Venue 

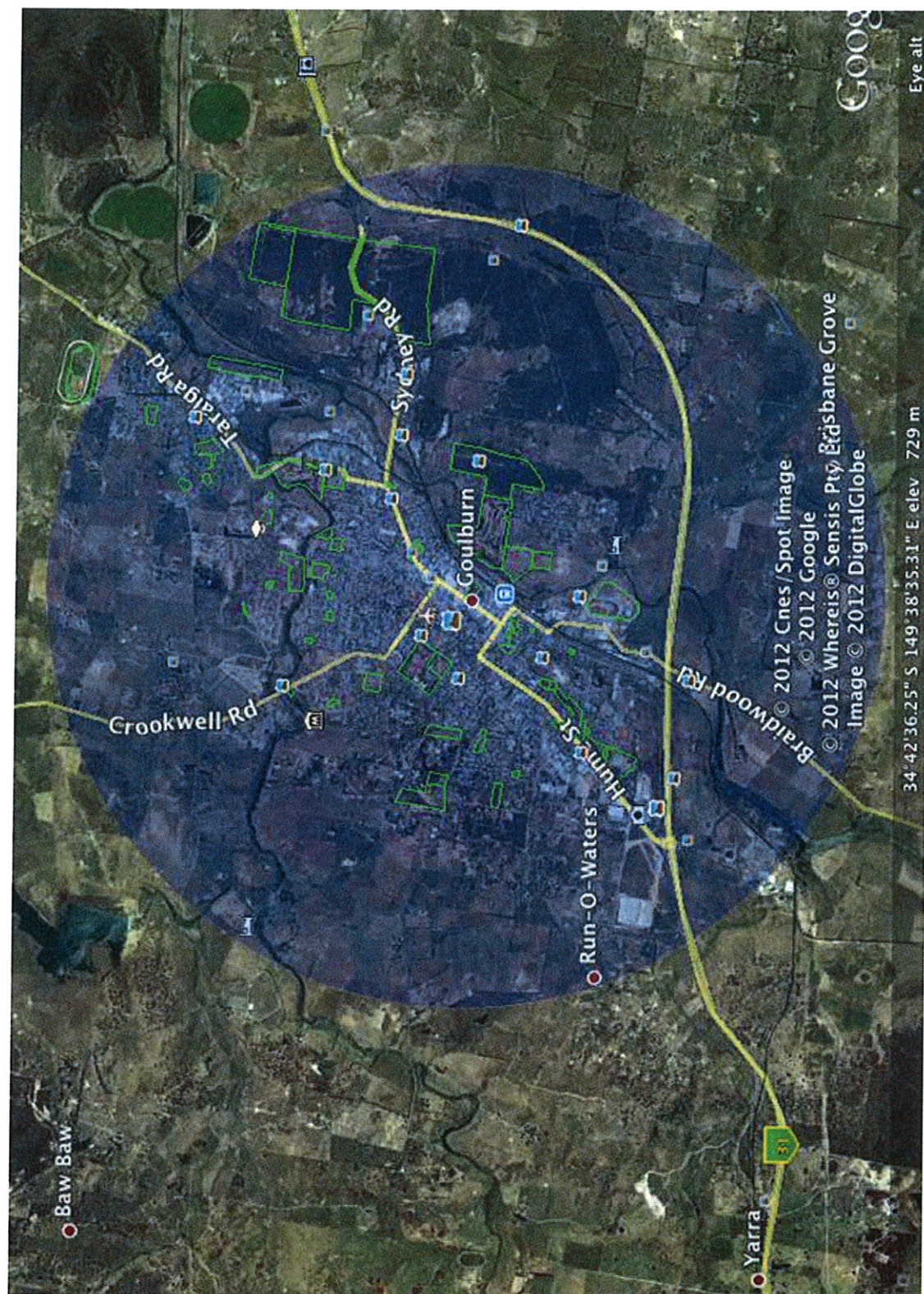
Appendix 4

Local Community Map

Prepared by:



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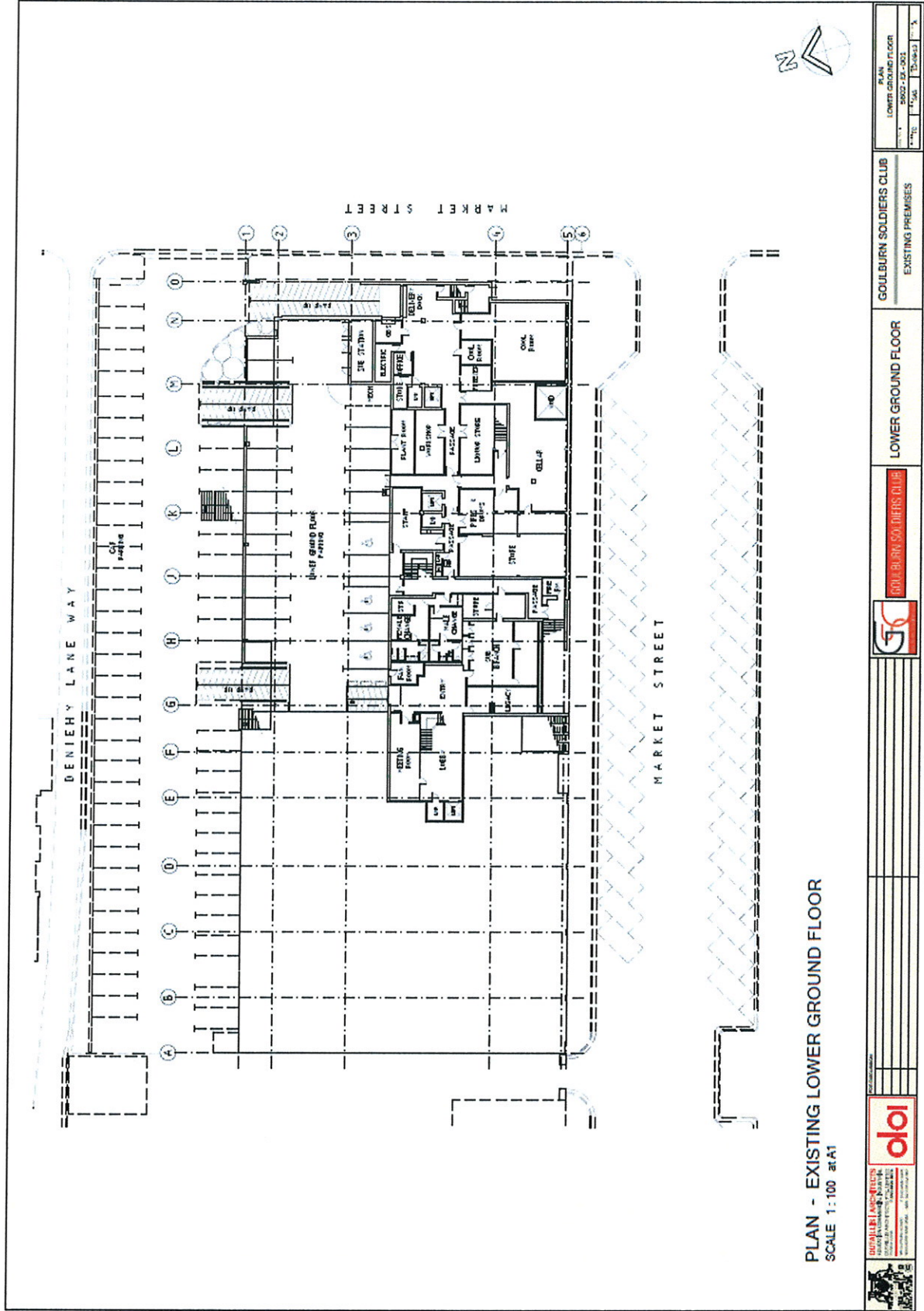
Appendix 5

Layout of Venue

Prepared by:

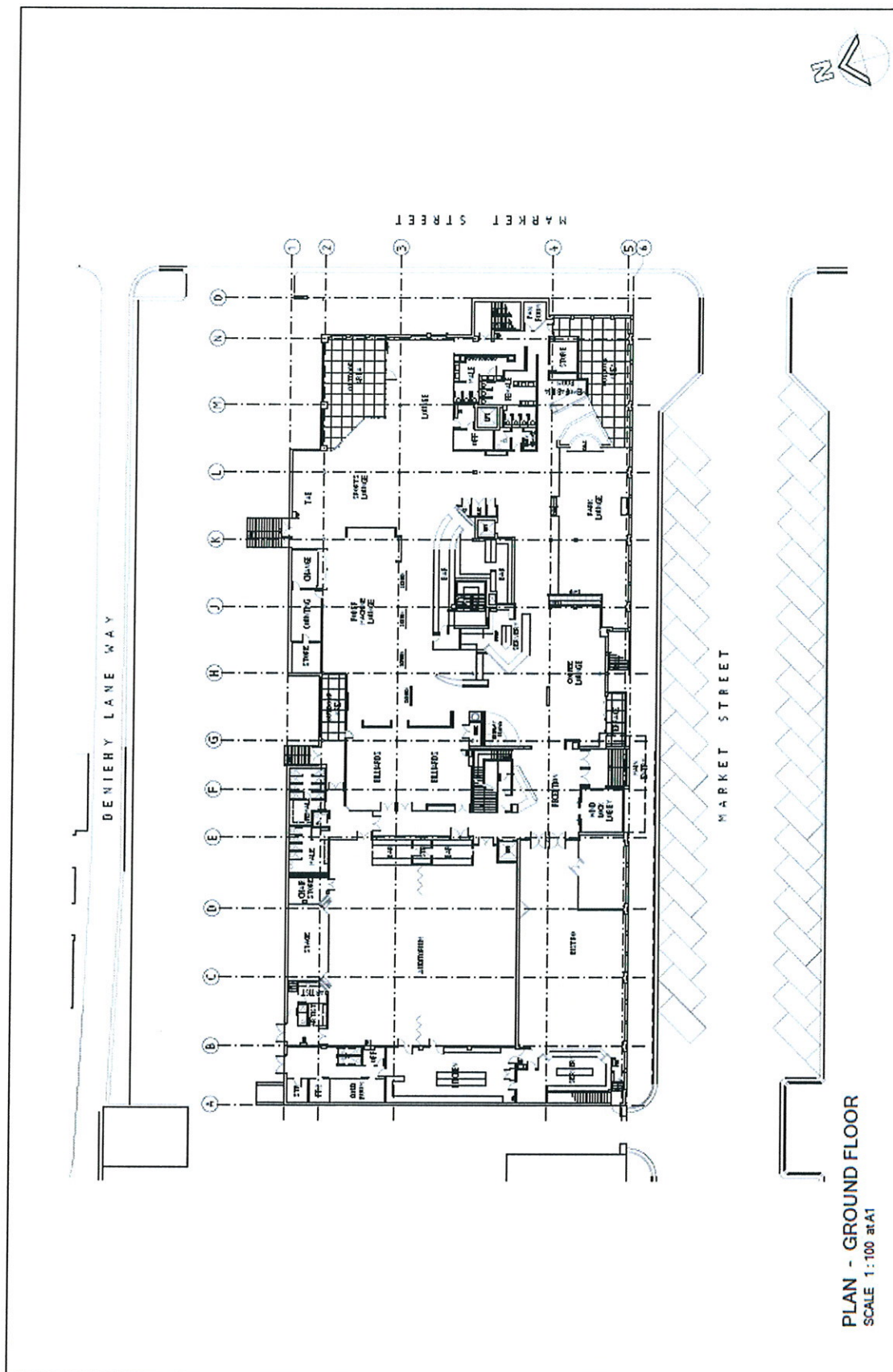


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PLAN - EXISTING LOWER GROUND FLOOR
SCALE 1:100 at A1

GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001	GOULBURN SOLDIERS CLUB 1000-1001 1000-1001 1000-1001



PLAN - GROUND FLOOR
SCALE 1:100 at A1

 Goulburn Soldiers Club Goulburn Soldiers Club 100-110 Goulburn Street Goulburn NSW 2580 Tel: 06 9392 1111 Fax: 06 9392 1112 Email: gsc@goulburnsoldiersclub.com.au	 Goulburn Soldiers Club Goulburn Soldiers Club 100-110 Goulburn Street Goulburn NSW 2580 Tel: 06 9392 1111 Fax: 06 9392 1112 Email: gsc@goulburnsoldiersclub.com.au	GROUND FLOOR PLAN EXISTING PREMISES	PLAN GROUND FLOOR 8/02/03 1:100
			DATE 12/04/12 BY J.

Appendix 6

Growing Abilities Goulburn Inc.

Prepared by:



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October 8, 2012

Ms Toni Mitchell,
General Manager,
Goulburn Soldiers Club,
15 Market Street,
Goulburn, NSW 2580

Dear Toni,

Re: Growing Abilities Goulburn Inc. Project

Thank you for providing Growing Abilities Goulburn Inc with the opportunity to showcase our exciting project for Goulburn and surrounding community.

The \$35 000 a year for 3 years will allow the group to employ a co-ordinator at least 1 day a week to organize and administer the program. The role of the co-ordinator would be to liaise with various groups, organize supplies, payment of accounts, reporting to the Board of Directors of the business regularly and liaising with business partners and stakeholders. It is also envisaged that the position would require the person to have a horticulture background or a keen interest in horticulture.

This support offered by Goulburn Soldiers Club would allow one aspect of our plan to come to fruition earlier than anticipated.

The official launch of the project will be on Saturday March 2, 2013 during Goulburn's 150th Celebrations

Thank you once again for considering our project.

Kind regards,

Anne

Anne Oliver
Chairperson
Growing Abilities Goulburn Inc

Growing Abilities Goulburn Inc - c/o PO Box 6091, Goulburn North, NSW 2580
Email: gagoulburn@gmail.com

CONCEPT OUTLINE

The concept is to establish a horticultural based enterprise which provides education, employment and support to people who experience social exclusion because of disability or social disadvantage, through access to gardening skills and tasks.

The target group includes anyone whose social inclusion could be enhanced through participation in the project.

Land has been provided at 41 Ross Street, Goulburn by Goulburn Mulwaree Council. Currently lease is in the name of Challenge Southern Highlands Inc. In June 2012, Goulburn Mulwaree Council indicated they would renegotiate the lease when the local entity, to be known as Growing Abilities Goulburn, was incorporated. Incorporation was dated September 21, 2012.

GOAL

To develop a social enterprise which will provide high quality employment and training to Goulburn/ Mulwaree and surrounding Local Government Area residents who experience social exclusion, through an enterprise that will propagate and sell plants, and provide a setting for promoting social contribution and recognition.

OBJECTIVES

1. To provide a mechanism for social and workplace participation for individuals with disability and social disadvantage, and promote choice and empowerment.
2. To provide education and training and develop vocational and social skills for the target group.
3. To develop a viable business model which can be partially or partly self-sustaining.
4. To provide appropriate wages and employment for participating individuals.
5. To develop community relationships and partnerships and provide a vehicle for volunteer participation.
6. To raise awareness of environmental issues

ACTIVITIES

- Plant propagation
- Plant cultivation / growth/sales
- Horticultural based activities
- Gardening / work crews
- Supported employment
- Vocational training

Growing Abilities Goulburn Inc.
Concept Plan – October 2012

POTENTIAL PARTNERS / STAKEHOLDERS

Post School Providers including Disability Services Australia, Essential Personnel and House With No Steps
Anglicare (refugees)
Mission Employment
Department of Human Resources -ADHC
Aboriginal Land Council
TAFE Horticulture
Schools
Goulburn Mulwaree Council
Riversdale
Society of Growing Native Plants
Wetlands
Multi-Cultural Centre
Community Gardens
Catchment Authorities
McDermott Centre
Men's Shed
Garden Clubs of Goulburn and Crookwell
Elderly population
General population who wish to volunteer

Goulburn Workers' Club

Goulburn Businesses who have contributed financially, with the supply of goods or in-kind service to the project

Ongoing support by Rotary Clubs of Goulburn, Goulburn Mulwaree and Goulburn Argyle, Lions Club of Goulburn and Soroptimist International of Goulburn

Organisational support through Welby Garden Centre/ Challenge Southern Highlands
Disability Employment Services

TASKS

Phase 1 – Construction Phase

Anticipated date completion December 31, 2012

Site completion – power / water / sewerage connected

People – identify supporters, stakeholders, volunteers
commitment / skills audit
coordinator

Money – identify funding sources
grants schedule using expertise of Goulburn Mulwaree Council Grants Officers

Site set up – landscaping design
source supplies
lay out nursery

Plant propagation & selling at selected events including Monthly Markets, Riversdale Heritage Fair

Organisational Actions:

Honorary Solicitor - Steve Lamond

Honorary Accountant – TBC

Application for Incorporation completed. Granted September 21, 2012

Transfer of lease to Growing Abilities when Incorporated in process

Application of ABN, GST status, Charitable Fundraising Status

Phase 2 – Establishment Phase

Initial coordination of site to be undertaken by volunteers

In the establishment phase various groups may rotate through the site on allocated days, eg disability groups on one day, refugees another and so on until such time sufficient funds enable the employment of a coordinator to provide co-ordination of the project.

Plant propagation / cultivation

Wetlands group – Approx 400 plants currently at The Crescent School for planting out on Wetlands site on Sunday October 7, 2012

Boral, South Marulan, has placed an order for 4000 seedlings for Autumn planting

INCOME/REVENUE

Income/revenue has been identified as coming from a range of sources

- Donations
- FACSIA funding (provided money for purchase of 2 containers, Maintenance Shed and Training Rooms)
- Disability Employment Services funding – to be applied for. Supported employment positions. Federal Funding
- Community Grants including Goulburn Workers' Club grant to purchase ride-on mower and cover over containers to provide potting area.
- Income from Business Services already in operation – Turkey manure, kindling wood and sawdust

It is also anticipated that horticulture will be the basis of the operation including completion of orders for Government and non-Government agencies and businesses.

RH:KM

12 December 2012

Goulburn LAC
Suite 2 Level 1
Cnr of Auburn and Montague Streets
GOULBURN 2580

BY MAIL ONLY

To Whom It May Concern,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

We refer to the above matter regarding a Threshold Increase Application for 20 additional gaming machines and accompanying Local Impact Assessment (LIA) Class 1 for the applicant Goulburn & District Soldiers Club Limited, for the venue located at 15-17 Market Street, Goulburn NSW.

As per clause 36 (2) Gaming Machines Regulation 2002 we are required to issue a copy of the LIA to you. Please note that if you wish to lodge a submission you have 30 days from the date of receipt of the LIA to do so. You can lodge a submission by sending it to:

Independent Liquor & Gaming Authority
GPO Box 7060
Sydney NSW 2001

Should you have any questions in relation to this matter please do not hesitate to contact the writer on 8346 6000.

Yours sincerely

LAWLER PARTNERS HOSPITALITY



ROCHELLE HURST

Liquor & Gaming Consultant
rhurst@lawlerpartners.com.au

RH:KM

12 December 2012

Goulburn Mulwaree Council
Locked Bag 22
Goulburn NSW 2580

BY MAIL ONLY

To the General Manager,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

We refer to the above matter regarding a Threshold Increase Application for 20 additional gaming machines and accompanying Local Impact Assessment (LIA) Class 1 for the applicant Goulburn & District Soldiers Club Limited, for the venue located at 15-17 Market Street, Goulburn NSW.

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GPO Box 7060
Sydney NSW 2001

Should you have any questions in relation to this matter please do not hesitate to contact the writer on 8346 6000.

Yours sincerely

LAWLER PARTNERS HOSPITALITY



ROCHELLE HURST

Liquor & Gaming Consultant

rhurst@lawlerpartners.com.au

RH:KM

12 December 2012

General Manager
Council of Social Services of NSW
66 Albion Street
SURRY HILLS NSW 2010

BY MAIL ONLY

To the General Manager,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

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Yours sincerely

LAWLER PARTNERS HOSPITALITY



ROCHELLE HURST
Liquor & Gaming Consultant
rhurst@lawlerpartners.com.au

RH:KM

12 December 2012

Southern NSW Local Health District
PO Box 1845
Queanbeyan NSW 2620

BY MAIL ONLY

To Whom It May Concern,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

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Yours sincerely

LAWLER PARTNERS HOSPITALITY



ROCHELLE HURST
Liquor & Gaming Consultant
rhurst@lawlerpartners.com.au

RH:KM

12 December 2012

Gamblers Anonymous
PO Box 122
FAIRFIELD NSW 1860

BY MAIL ONLY

To Whom It May Concern,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

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Yours sincerely

LAWLER PARTNERS HOSPITALITY



ROCHELLE HURST

Liquor & Gaming Consultant

rhurst@lawlerpartners.com.au

RH:KM

12 December 2012

Anglicare Canberra & Goulburn – Beat the Odds
130 Cowper Street
GOULBURN NSW 2580

BY MAIL ONLY

To Whom It May Concern,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

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Yours sincerely

LAWLER PARTNERS HOSPITALITY



ROCHELLE HURST
Liquor & Gaming Consultant
rhurst@lawlerpartners.com.au

RH:KM

12 December 2012

Nicole Rogers
Consulting Room 2
1/23 Market Street
GOULBURN NSW 2580

BY MAIL ONLY

To Whom It May Concern,

RE: LOCAL IMPACT ASSESSMENT CLASS 1 – GOULBURN & DISTRICT SOLDIERS CLUB LIMITED

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Yours sincerely

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