
**Local Impact Assessment Class 1 Application
15-17 Sydney Street, Muswellbrook**

Muswellbrook & District Workers Club Ltd (239888)
December 2011



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 9 for Muswellbrook District & Workers Club Ltd (the "Applicant") at premises situated at 15-17 Sydney Street, Muswellbrook NSW (the "Venue") located in the Band 2 Local Government Area (the "LGA") of Muswellbrook. The Applicant has operated at the Venue for 58 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 Appendix 1). 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 BetSafe, and has adopted their 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 Muswellbrook 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. The additional funding is to be split amongst three beneficiaries. As the first of these, Muswellbrook SES is currently occupying temporary headquarters a contribution of \$6,000 to be donated to the organisation will be used towards the internal fit out of the new Operations and Training rooms in Muswellbrook.
- V. The second beneficiary chosen by the Applicant is Muswellbrook Carelink Inc., which provides equipment and support services to local cancer and palliative care patients and their families. The \$6,000 donation will fund the purchase of equipment, including a fold-up bed and an oxygen concentrator.
- VI. The third locally based organisation is Challenge Disability Services (Challenge), one of the largest regional intellectual disability support services in Australia. Challenge provides a service called the Muswellbrook Day Program. Within this service, Challenge offers a weekly computer course to help its clients learn new skills and develop further independence. The funds to be donated by the Applicant will help to extend this service, allowing Challenge to purchase four new computers. The remaining \$6,000 will be put towards the purchase of a number of items to improve the facilities offered at Belmore House Group Home.

5. CONCLUSION

- VII. 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 9 gaming machines for Muswellbrook District & Workers Club Ltd ("the Applicant"). The Applicant is located at 15-17 Sydney Street, Muswellbrook NSW ("the Venue") in the Muswellbrook 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 1952, with original members largely being drawn from local mines. Major renovations to the Venue occurred in 1968 and 2000. The Applicant has now grown to having well over 5,000 members, the majority of whom are aged between 40 and 60 years. The Applicant currently employs 50 local people on a full time, part time and casual basis.

1.6 Current Applicant Services, Facilities and Donations

- 1.7 The Venue includes one main bar, a restaurant offering bistro style a-la-carte meals that seats up to 100 people, gaming and wagering facilities, two function rooms that cater for up to 410 people in total and a boardroom that is available for meetings. The Applicant also provides members with free entertainment and a courtesy bus service. The Applicant provides donations to a number of different organisations throughout the local community including in-kind donations amounting to \$41,973 in 2010. It is also the major sponsor of the local soccer club, donating \$10,000 per annum.

1.8 Financial performance of the Applicant

- 1.9 The Applicant had a total revenue in 2010 of \$4.12 million and an overall loss of \$145,597. Gaming machine revenue for 2010 was \$1.9 million, representing 46% of total revenue. The Applicant paid \$294,120 in gaming machine duty in 2010. The Applicant made donations of \$19,147 in the year ending 30 June 2010, as well as in-kind donations amounting to \$42,405, and had a total employee benefits expense of \$1.52 million.

1.10 Gaming machine indicators

- 1.11 The Applicant operates 55 gaming machines currently. The Applicant had a profit per gaming machine (total turnover less payouts) of approximately \$34,545 for the 2010 year. The average net profit per gaming machine for the Muswellbrook LGA in

2008 was \$35,353. The Applicant projects that each additional gaming machine will return a profit of \$17,273 for the first year of operation. The additional machines will add an estimated \$155,457 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 \$18,000, split between three locally-based not-for-profit organisations. Muswellbrook SES is to benefit from \$6,000 worth of internal fit-out at its new, permanent headquarters. Carelink Inc., a provider of medical equipment, transportation and support services to cancer and palliative care patients and their families throughout the Upper Hunter, is to receive \$6,000 to go towards the purchase of new equipment. Finally, Challenge Disability Services Muswellbrook Day Program will be able to purchase additional computers and other sensory equipment funded by the Applicant's donation of \$6,000. Further detail in relation to the positive contributions is provided later in this Report.

2 RESPONSIBLE GAMBLING MEASURES

- 2.2 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 operates its responsible gambling 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.
- 2.3 The Applicant is a member of ClubSafe and BetSafe, 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 approach to which the Applicant has defined 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 encompassing the suburb of Muswellbrook and parts of the suburbs of Castle Rock, Kayuga, Muscle Creek and Wybong.

- 3.3 It is submitted therefore, that this defined area meets the requirements of the Act, Regulation, and Guidelines. A diagram of the Local Community is included in Appendix 4.

4 DEMOGRAPHY

- 4.1 Muswellbrook LGA is located in the Hunter Region of NSW, about 230km north of Sydney. Covering an area of 3,400km², the LGA is predominately rural in character, although it also includes sizeable National Park and nature reserve spaces. It comprises approximately 6,208 private dwellings. In June 2006, its population was estimated at 15,236 and its population density was 4.7 persons per square kilometre. In 2006 70.7% of the population were aged 18 years and over. This compares to 76% for NSW at the same period. The median age of people residing in the LGA in 2006 was 34 years compared to the state median of 37 years. 94.4% of the population is Australian-born. The population of the Muswellbrook LGA grew at an annual rate of 1.6% during the period of 2005-2006. This figure is higher than the NSW annual rate of growth, which was 1.1% for the same period.
- 4.2 In August 2006, the rate of unemployment in the Muswellbrook LGA was estimated at 5.4%, lower than the NSW rate of 5.9%. Muswellbrook LGA has a SEIFA (2006 social-economic index of relative advantage-disadvantage) of 951, which is slightly 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. Muswellbrook LGA falls in the sixth decile. It therefore ranks in the top half 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 is characterised by its youthful population, as evidenced by its median age of 34, compared to 37 for NSW. It has a higher than average proportion of Indigenous residents, and a rate of unemployment that is lower than that of NSW. Many of its other demographic markers are unremarkable. One notable statistic that is of relevance to this LIA, however, is that as of 2010, Muswellbrook is the Hunter's sickest town, with a significantly higher than average number of people suffering from potentially fatal illnesses such as heart disease, stroke and cancer.

5 POSITIVE CONTRIBUTIONS

5.1 General

- 5.2 The granting of the Application will yield significant benefits for the Local Community and LGA in the form of donations to a number of locally-based organisations, including:

1. Muswellbrook SES;

2. Muswellbrook Carelink Inc.; and

3. Challenge Disability Services.

5.3 Donation to Muswellbrook SES

5.4 *Muswellbrook SES*

5.5 Muswellbrook State Emergency Services ('SES') is a unit of the NSW SES, the combat agency for storms, floods and tsunamis occurring within NSW. Like many parts of Australia, the Muswellbrook region is prone to extreme weather conditions, meaning that the services provided by the SES are absolutely vital to the safety of local residents. The SES also assists in general rescue efforts, including road accident rescues and bush search and rescue endeavours. The SES often works in conjunction with other emergency services such as the NSW Police Force, the NSW Rural Fire Service and the Ambulance Service of NSW. It is made up almost entirely of volunteers.

5.6 Although, as mentioned above, severe weather conditions are commonplace in the Muswellbrook region, meaning that the SES is called on frequently throughout any given year, the most recent major natural disaster in the area occurred in June 2007. Over the Queen's Birthday weekend, the Hunter and Central Coast were beset by extreme storm conditions, including gale force winds, severe rainfall and flash flooding, which ultimately led to nine fatalities, loss of power across some 150,000 homes and the grounding of the Pasha Bulker on Nobbys Beach. The main north coast rail line was also cut due to a landslide occurring as a result of the storm. Over the weekend the NSW SES logged 19,951 calls for assistance.

5.7 *The project*

5.8 Muswellbrook SES is currently occupying temporary headquarters after being relocated as a result of the expansion of Muswellbrook Library. The organisation is currently in the process of locating a permanent headquarters, and is actively raising funds for the internal fit out of its new base. There is an extensive list of required items, which includes desks, cabinets, whiteboards, televisions, data projectors and industrial shelving, all of which are needed to make the Operations and Training Rooms functional. A major item that is essential to the efficiency of the organisation is an emergency generator. This alone is expected to cost in the vicinity of \$36,000.

5.9 Given the region's historical predilection for severe weather conditions, not to mention the increasingly erratic quality of the Australian climate, Muswellbrook SES is likely to continue to play an important role in maintaining the safety of the LGA's residents. In order to perform its job effectively, the organisation requires a functional command centre. The funds pledged by the Applicant will help the organisation to properly establish itself once a permanent headquarters is found, and will ensure its continued efficiency.

5.10 The Applicant has committed to donating \$6,000 to Muswellbrook SES. Further details can be found at Appendix 4.

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- 5.11 Donation to Muswellbrook Carelink Inc.
- 5.12 *Muswellbrook Carelink Inc.*
- 5.13 Muswellbrook Carelink Inc. ('Carelink') offers numerous services to local cancer and palliative care patients, as well as their families and carers. Information, equipment, transportation, access to support networks and counselling services are provided free-of-charge by Carelink to residents of the Upper Hunter region. Carelink's volunteer carers, who provide emotional and practical support to its clients, undertake extensive training to ensure that clients are treated appropriately and with dignity. The equipment owned and maintained by Carelink is loaned to its clients for use within the home.
- 5.14 Although organisations of this nature would be appreciated by and relevant to any Australian community, Carelink is particularly appropriate to Muswellbrook itself, given its status as the "Hunter's sickest town". The Newcastle Herald published an article in 2010 that detailed Muswellbrook's poor health statistics. According to that article, as of 2010 Muswellbrook had the seventh largest number of potentially avoidable deaths amongst 155 LGAs across NSW. Heart disease, obesity, stroke and cancer were listed as Muswellbrook's "biggest killers", and their prevalence was linked to socio-economic disadvantage and limited access to health services.
- 5.15 The alarmingly high rate of potentially fatal disease in the Muswellbrook LGA suggests a genuine and particular need for support services for those who face terminal illness.
- 5.16 *The donation*
- 5.17 The limited government funding that Carelink receives is primarily used to assist with administration and co-ordination costs. As a result, it relies heavily on fundraising ventures, ongoing sponsorships and donations from locally-based donors, such as that pledged by the Applicant, in order to purchase and maintain the equipment it loans to clients. The Applicant has committed to providing a \$6,000 donation, which will allow Carelink to make the following purchases:
- Community fold-up bed - \$2,000
 - Oxygen concentrator - \$3,500
 - Shower commode/padded chair - \$599
- 5.18 Given the poor health statistics attached to Muswellbrook, any service that provides support for the sick is evidently vital to this particular Local Community. The purchase of additional equipment will only enhance and extend the services currently made available by Carelink.
- 5.19 Further details regarding this positive contribution can be found at Appendix 5.
- 5.20 Donation to Challenge Disability Services
- 5.21 *Challenge Disability Services*

- 5.22 Challenge Disability Services ('Challenge') is one of the largest regional intellectual disability support services in Australia. Challenge was initially established in Tamworth, but now operates programs in a number of regions across NSW. It began as a small band of parents seeking support services for their disabled children. These days it offers a variety of services, including supported housing, day programs, respite services and employment services to disabled individuals of any age, exhibiting varying degrees of disability.
- 5.23 In Muswellbrook itself, Challenge provides three specific services. Koora Industries is a supported employment service, which assists disabled individuals to "gain and maintain employment in a supported environment". Individuals are provided with appropriate training, and find employment in a variety of industries. Challenge also facilitates a number of group homes in the Muswellbrook area, which allow disabled individuals to enjoy a reasonable degree of independence. Within the group home environment, clients learn the skills required to manage their own homes and care for themselves. The third service Challenge provides in Muswellbrook is the day program service, which provides a range of activities to disabled individuals, aimed at assisting them in living a fuller life. These include recreational activities, academic programs, relaxation programs, fitness and health-focused activities, independent living skills and community access activities.
- 5.24 The need for an organisation like Challenge within the Muswellbrook area is confirmed by Muswellbrook Shire Council. In its Social Plan (2005-2010) Muswellbrook Council provide that there is a "lack of services for people who are aged or have a disability", and that the limited services that do exist are "at capacity" (p.14).
- 5.25 *The donation*
- 5.26 The funds committed by the Applicant will be used to purchase four new computers for use by Muswellbrook Day Program clients who undertake a weekly computer course aimed at increasing independence and fostering new skills. The remainder of the funds will be used to furnish the Belmore House Group Home with a range of sensory equipment including a massage mat and foot spas, as well as other recreational equipment. Such equipment is aimed at facilitating relaxation, as well as developing skills such as cause-effect understanding, motor skills, concentration and memory abilities.
- 5.27 Challenge continues to rely heavily on the goodwill of its donors, and is very much in need of the funding pledged by the Applicant. The Applicant has committed to providing \$6,000 to Challenge. Further details regarding this donation can be found at Appendix 6.

6 CONCLUSION

- 5.28 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.

- 5.29 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.
- 5.30 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.
- 5.31 The positive contributions put forward in this LIA will not occur without the approval of the Application. Muswellbrook SES provides a service that is vital to the Local Community. The organisation is in need of the funds pledged by the Applicant in order to increase its efficiency in responding to weather emergencies. Muswellbrook Carelink Inc., which provides much-needed cancer and palliative care services to local residents, is urgently in need of new equipment. The Applicant's funding will allow it to purchase a community fold-up bed, an oxygen concentrator and a shower commode/padded chair, all of which will be used to assist people living in the Muswellbrook area. The third beneficiary of the Applicant's funding, Challenge Disability Services, will use the funds to purchase computers and to fit out Belmore House Group Home with a Nintendo Wii and a variety of sensory equipment, all of which will enhance the lives of the organisation's disabled clients.
- 5.32 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 \$1,000,000 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 undelivered 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



www.allpride.com.au

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'.

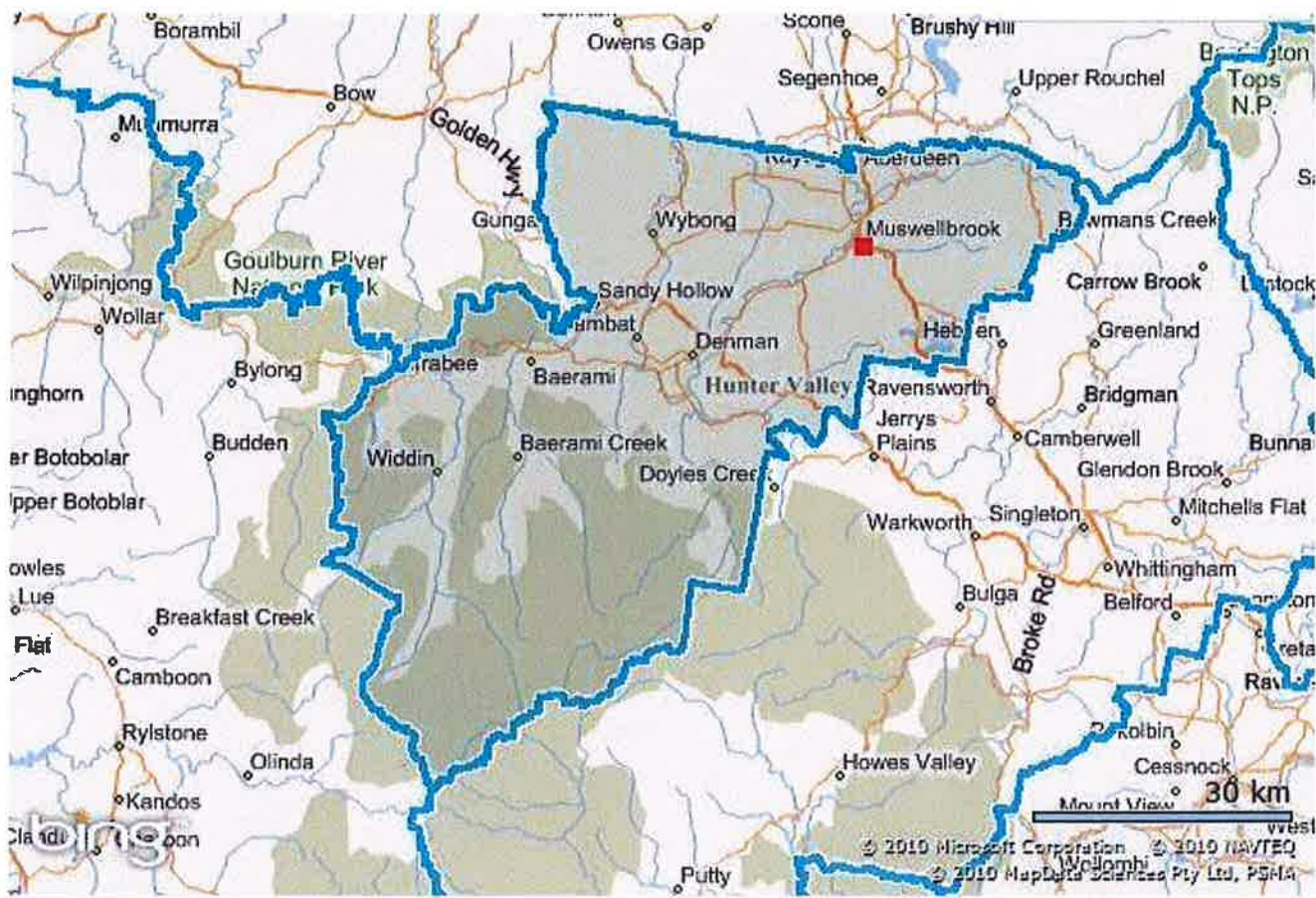
Appendix 3

Map of Muswellbrook LGA

Prepared by:



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**Muswellbrook
Shire:**

Land Area: 340,561 hectares

**Density: 0.05 people per hectare
(2006)**

Venue ■

Appendix 3

Local Community Map

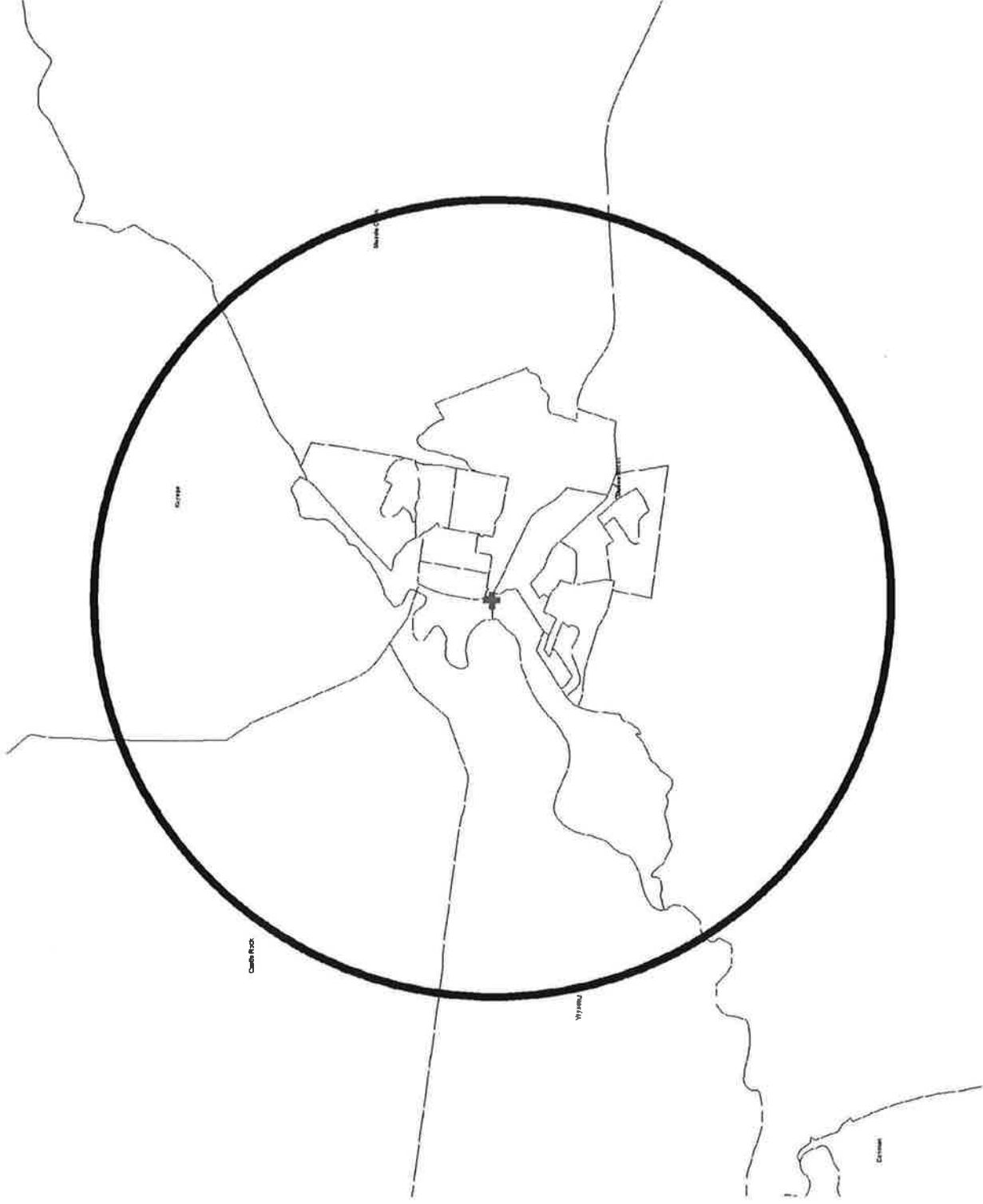
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5km Radius: Muswellbrook District Workers Club



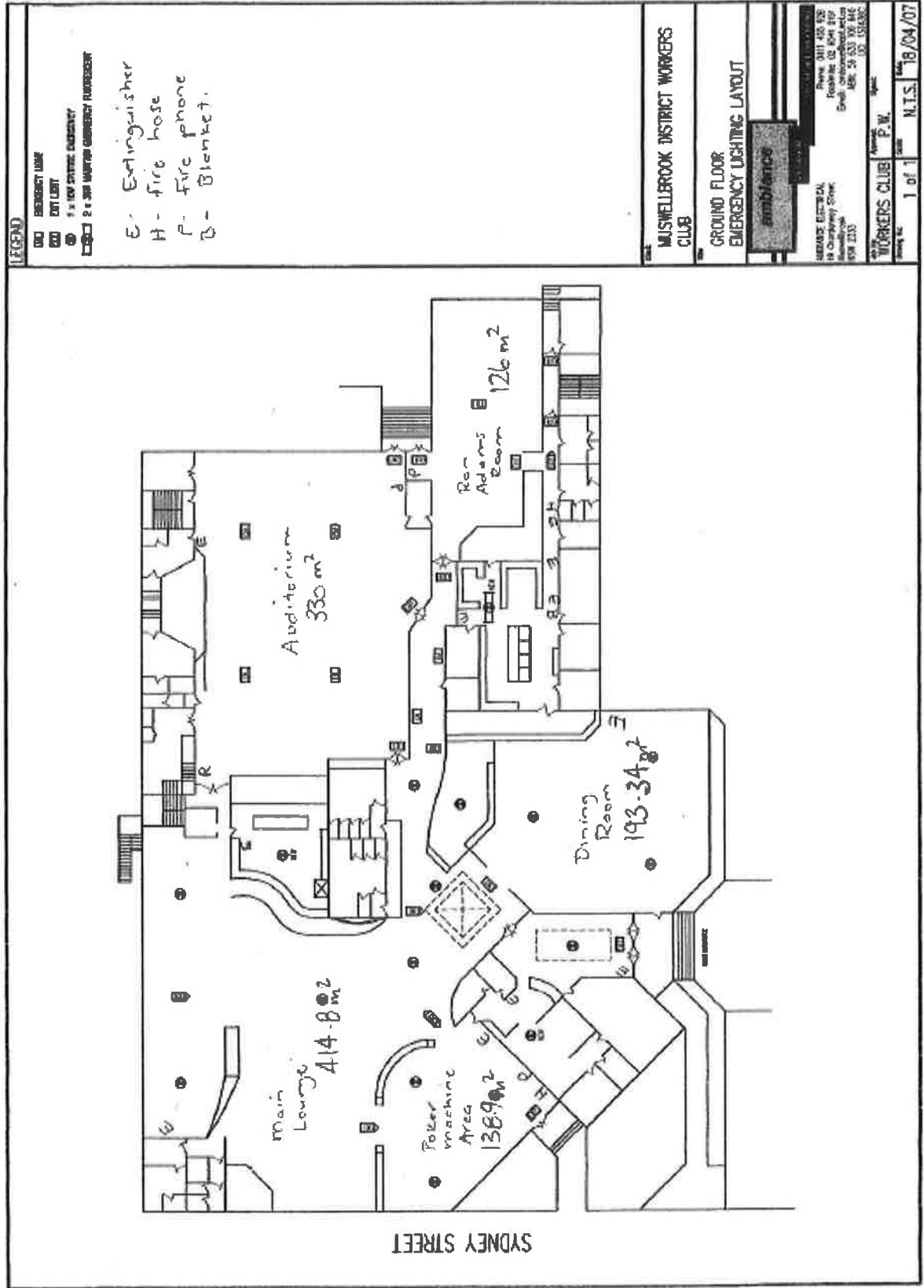
Appendix 4

Layout of Venue

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LEGEND

- EXTINGUISHER
- FIRE HOSE
- FIRE PHONE
- BLANKET

- E - Extinguisher
- H - Fire hose
- P - Fire phone
- B - Blanket

MUSWELLBROOK DISTRICT WORKERS CLUB

GROUND FLOOR EMERGENCY LIGHTING LAYOUT

ambulance

URGENT ELECTRICAL
 Phone: 0117 455 172
 Fax: 0117 455 173
 Email: info@urgentelectrical.co.uk
 25-27, 29-31, 33-35, 37-39, 41-43, 45-47, 49-51, 53-55, 57-59, 61-63, 65-67, 69-71, 73-75, 77-79, 81-83, 85-87, 89-91, 93-95, 97-99, 101-103, 105-107, 109-111, 113-115, 117-119, 121-123, 125-127, 129-131, 133-135, 137-139, 141-143, 145-147, 149-151, 153-155, 157-159, 161-163, 165-167, 169-171, 173-175, 177-179, 181-183, 185-187, 189-191, 193-195, 197-199, 201-203, 205-207, 209-211, 213-215, 217-219, 221-223, 225-227, 229-231, 233-235, 237-239, 241-243, 245-247, 249-251, 253-255, 257-259, 261-263, 265-267, 269-271, 273-275, 277-279, 281-283, 285-287, 289-291, 293-295, 297-299, 301-303, 305-307, 309-311, 313-315, 317-319, 321-323, 325-327, 329-331, 333-335, 337-339, 341-343, 345-347, 349-351, 353-355, 357-359, 361-363, 365-367, 369-371, 373-375, 377-379, 381-383, 385-387, 389-391, 393-395, 397-399, 401-403, 405-407, 409-411, 413-415, 417-419, 421-423, 425-427, 429-431, 433-435, 437-439, 441-443, 445-447, 449-451, 453-455, 457-459, 461-463, 465-467, 469-471, 473-475, 477-479, 481-483, 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Appendix 5

Donation to Muswellbrook SES

Prepared by:



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MUSWELLBROOK



8 Thiess Crescent St, Muswellbrook NSW 2333
PO Box 171, Muswellbrook NSW 2333
Tel: 02 65412555 Fax: 02 65433433
www.muswellbrook.org.au/ses/

Secretary/Manager
Muswellbrook & District Workers Club Ltd
15 Sydney Street
Muswellbrook NSW 2333

Dear Leisha,

Subject: Community Grant Funding

Thank you very much for your letter dated 12 April 2011 in regards to Muswellbrook SES being one of the recipients for funding through the Muswellbrook District Workers Club.

Muswellbrook State Emergency Service (SES) is a Unit of the NSW SES. The SES is the combat agency for Storms, Floods and Tsunamis. Muswellbrook Unit is currently occupying temporary headquarters at 8 Thiess Crescent in Muswellbrook after being relocated from its former headquarters when the Library expanded its services through redevelopment.

Investigations are underway to identify a permanent headquarters for Muswellbrook SES. We have involved ourselves in fundraising activities in the community for the past six years raising funds for the internal fit out of a new headquarters. Items such as desks, cabinets, whiteboards, televisions, data projectors, industrial shelving, etc. will be required. This will allow us to fit out the Operations and Training rooms. One major item that will be essential is an emergency generator. This is expected to cost in the vicinity of \$36,000.

Your donation will assist us in purchasing this much needed equipment.

Yours sincerely

A handwritten signature in blue ink that reads 'Mark Elsley'.

Mark Elsley
Local Controller
Muswellbrook

VOLUNTEERS ASSISTING THEIR COMMUNITY

Appendix 6

Donation to Muswellbrook Carelink Inc.

Prepared by:



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MUSWELLBROOK CARELINK INC

ABN 47 568 799 467

muswell.carelink@bigpond.com

Funded by

Hunter New England Area Health Service

**P.O. Box 359
Muswellbrook 2333**

**Ph: 02 65422041
Mob: 0409 831 839**

Fax: 02 65422005

The Sec/Manager
Muswellbrook & District Workers Club
15-17 Sydney St
MUSWELLBROOK NSW 2333

Dear Leisha,

Thank you for your letter advising we had been chosen to receive funding of approx. \$6000 from you.

Muswellbrook Carelink Incorporated services cancer and palliative care clients, their families and carers. We are unique in that we provide equipment, transport and support to the Upper Hunter communities free-of-charge. I have enclosed our Brochure which goes into more detail.

Our service receives limited funding to assist with our administration costs and as such we rely on community donations and fundraising ventures to purchase and maintain our equipment pool for those in need. Your funding would help immensely in the purchasing of much-needed equipment, such as:-

Community fold-up bed \$2000.
Oxygen Concentrator \$3500.
Shower Commode/padded chair \$599.

We feel very honoured to be one of three recipients to have been chosen to receive this funding.

Please let me know if you need any other information.

Sincerely

Stacey Cameron
Coordinator
For and on behalf of the
Management Committee
Muswellbrook Carelink Inc.

2 May 2011

Membership

Our members support the work of the Coordinator and the volunteer carers. We have two levels of membership, ordinary and Friends of Carelink.

Friends will receive a small badge with our logo and an annual newsletter informing them of the work achieved.

If you would like to support our work by being a member or friend, please complete the form below and send to our Coordinator or a

MUSWELLBROOK CARELINK
member.

Membership fee is \$5 p.a.

Friend of Carelink \$15.

NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

MUSWELLBROOK CARELINK Inc

ABN 47 568 799 467

Nurses Home

Muswellbrook Hospital

PO Box 359

Muswellbrook 2333

☎ Phone 6542 2041

☎ Fax 6542 2005

Email muswell.carelink@bigpond.com

Coordinator

☎ Mobile 0448 831 839

Equipment Officer

☎ Mobile 0409 831 839

All donations are tax deductible

Meetings are held on the 4th Monday of the month, except December and January, at 7pm in the Weidmann Wing Muswellbrook Hospital



MUSWELLBROOK CARELINK Inc

is a voluntary service providing
Equipment and Support for
those in need of a better
Quality of life



Together We Care

**MUSWELLBROOK
CARELINK**

Incorporated

An Upper Hunter
Support Service for
Cancer and Palliative
Care Clients, their
families and carers

May 2011

History of **MUSWELLBROOK CARELINK INC** in the Upper Hunter

On the 22nd February 1988, Brian Thiess, a 39 year old Muswellbrook resident battling melanoma, ignited the Upper Hunter community into action, convening a community meeting to discuss the formation of a community support group for terminally ill people and their families.

It was the vision of this one man, who himself was nearing the end of his life, that could see families such as his needed assistance, helped establish Term-Care, later to be known as Muswellbrook Carelink Inc. More than 60 people attended this initial meeting at Muswellbrook Hospital.

Brian lived long enough to see his dream fulfilled and his widow Lorelle has continued to work closely with Muswellbrook Carelink Inc over the years and is now Patron to our service.

While Brian Thiess' dream, and the hard work and dedication of concerned volunteers and associates, saw the establishment of the service, it was the acquisition of the Hunter Area Assistance Scheme funding and the employment of a part-time coordinator which guaranteed the future of Muswellbrook Carelink Inc. We are now funded for 15 hours a week of coordination and rely on donations from the community and businesses to purchase and maintain all of the equipment that we loan to clients, at no cost.

Muswellbrook Carelink Inc. has always been operated along professional lines, liaising with health care workers and support services. Manuals and training programs were developed early in the group's growth, with volunteer carers undertaking training and updates to enhance their service to Clients, working hand in hand with all Support Service's in the Muswellbrook and Upper Hunter areas.

Library Facilities

Our service has presented an excellent selection of relevant books, videos and tapes to Muswellbrook Library. We also have a small selection at our office, Room 13 Nurses Home, Muswellbrook Hospital.

Oncology Clinic

Once a month Oncologists conduct a clinic at Muswellbrook Hospital. To enable doctors and staff to give more time to their clients, our trained volunteers are rostered on to assist in the clinic.

Resources

Over the years grateful families of clients, service clubs and community organisations and businesses have donated money to

MUSWELLBROOK CARELINK INC
to purchase specialised equipment.

Most of the equipment is bought specifically to be used in the homes of clients, however the Palliative Care Room 3 on 1st floor Muswellbrook Hospital has been furnished from the many donations received. All of our equipment is lent to all clients free of charge.

We are committed to providing professional services for all in the community without discrimination, promoting openness and honesty in caring of people with cancer, life limiting palliative illnesses, and with grief and bereavement support.

MUSWELLBROOK CARELINK INC :

- ◆ Will provide information for clients, their family and carers on all services available throughout the area, and will when requested act as referring agents.
- ◆ Provide volunteer carers for emotional and practical support to clients, their families and carers without discrimination, assisting health care providers in caring for clients.
- ◆ Provide the use of appropriate equipment at no charge.

MUSWELLBROOK CARELINK INC
*observes Strict Confidentiality and Privacy and
complies with
NSW Health Policy at all times.*

Clients Rights

All clients are treated with respect and consideration in a friendly and courteous manner.

All clients are to be assured of confidentiality and privacy at all times.

All clients also have the right to record compliments and complaints, receiving an appropriate response in a timely manner.

Guest Speaker

Once a year we are privileged to have a guest speaker to talk about Grief and Loss Management, which is open to all interested community members. Further information will be made available through local newspapers closer to the day.

Appendix 7

Donation to Challenge Disability Services

Prepared by:



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CHALLENGE

is  Making a difference for over 50 years
DISABILITY SERVICES

Attn: Leisha Williams
Muswellbrook Workers Club
15-17 Sydney Street
MUSWELLBROOK NSW 2333

20th May 2011

Dear Leisha,

On behalf of Challenge Disability Services Muswellbrook Day Program, thank you for the opportunity to receive funding from Muswellbrook & District Workers Club. We are very grateful to be nominated as one of your chosen charities.

Challenge Disability Services established services for people with a disability in the Muswellbrook region in 1993. Since then, Challenge has grown to offer a number of services for people with a disability including Muswellbrook Day Program, Belmore House Group Home, CDS Training & Employment and Koora Industries.

Muswellbrook Day Program currently provides a weekly computer course designed to help clients develop new skills and increase independence. Muswellbrook Day Program would like to extend the program to allow more clients to participate in the computer course and would use the donated funds to purchase 4 new computers.

Muswellbrook Day Program would also like to contribute some of the funds to Challenge Disability Services Belmore House Group Home, a group home for 4 people with a disability located in Muswellbrook. The donated funds would allow Belmore House to purchase a Nintendo Wii for their clients and Sensory Equipment including a massage mat and foot spas to stimulate senses and provide relaxation for clients.

Challenge is very grateful for the opportunity to improve our services for people with a disability in Muswellbrook and would like to thank Muswellbrook Workers Club their generous offer of donation. Your support helps Challenge continue to make a difference in the lives of people with a disability in the Muswellbrook area.

Yours Sincerely,



Barry Murphy,
Chief Executive Officer

Winner 'Employer Of Choice' Jabirul Fae Quality Business Awards, Tamworth 2009

HEAD OFFICE

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**Australian
Disability
Enterprises**

More than just good business



QUALITY
FOR
LIFE



QUALITY
FOR
LIFE