
**Local Impact Assessment Class 1 Application
Muswellbrook & District Workers Club Ltd
15-17 Sydney Street, Muswellbrook**

**Muswellbrook & District Workers Club (LIQC300239888)
September 2015**



HATZIS CUSACK LAWYERS
Liquor & Gaming Specialists

EXECUTIVE SUMMARY

1. INTRODUCTION

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 12 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 Venue has operated at the site for over 60 years and provides hospitality based recreational pursuits and community based enterprises for its members and their guests. This LIA examines the characteristics of the Local Community in order to assist the Authority in determining whether additional gaming machines will provide a positive contribution to the Local Community.

2. RESPONSIBLE GAMBLING MEASURES

Chapter 2 of this Report details the mandatory and additional responsible conduct of gambling measures put in place by the Applicant. The Applicant manages its gaming machine operations in strict accordance with legislated and 'best-practice' interventions and initiatives modelled on its Responsible Conduct of Gambling House Policy (see **Attachment "A"**). 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

Chapter 3 of this Report details the characteristics of the area potentially affected by the approval of the Threshold Increase Application. LGA is the Local Government Area and has been identified as the Local Community. A map of the LGA is included at **Attachment "B"**. Chapter 4 provides a demographic description of the LGA/Local Community.

4. POSITIVE CONTRIBUTION

Chapter 5 of this Report details the positive contribution resultant from approval of the Threshold Increase Application to the Local Community. Chapter 5 of this Report details the positive contribution resultant from approval of the Threshold Increase Application to the Local Community. The Applicant proposes to donate \$30,000 to Endeavour Group Australia for the purchase of a bus fitted with a wheelchair hoist. Endeavour Group Australia is a not-for-profit organisation that offers a variety of services to disabled persons living in the Hunter region. Clients of the Muswellbrook service will benefit from the availability of a wheelchair bus which will be used to transport them to and from their homes and facilitate their engagement in a variety of educational and recreational activities and outings. Council documents identify a lack of services for disabled persons living in the area. Further information about this is provided in Chapter 6.

5. CONCLUSION

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, along with 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

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 12 gaming machines for Muswellbrook & District Workers Club Ltd ("the Applicant") trading as Muswellbrook & District Workers Club, located at 15-17 Sydney Street, Muswellbrook NSW ("the Venue") in the Muswellbrook Local Government Area ("the LGA").

Methodology

- 1.1. In respect of LIAs relating to threshold increase applications, the LIA Guidelines provide that the Independent Liquor and Gaming 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 a Class 1 LIA must demonstrate that the proposed increase in gaming machines at the venue will provide a positive contribution towards the Local Community in which the venue is situated.

Applicant Details and History

- 1.2. 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 Club established Muswellbrook Cinema at the Venue in December 2014. The cinema screens current release films. The Applicant has now grown to a membership of over 4,800, the majority of whom are aged between 40 and 60 years.

Current Applicant Services, Facilities and Donations

- 1.3. 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, a function room that caters for up to 100 people in total and a boardroom that is available for meetings. As noted above, the Club recently opened its Muswellbrook Cinema, which screens current releases. 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, by way of the ClubGRANTS scheme including Muswellbrook CareLink, Challenge Disability Services, Muswellbrook Junior Cricket and Muswellbrook Garden Club. These donations amounted to \$29,376 in the 2014-2015 financial year. The applicant employed a total of 48 staff at September 2015. The applicant exists for the benefit of its members and their guests, providing members of its local community with a central meeting place.
- 1.4. The Venue's trading hours are as follows:-
Sunday - Monday 10.00 am until 10.00 pm;
Tuesday - Thursday 10.00 am until 11.00 pm; and
Friday - Saturday 10.00 am until 12.00 midnight.
- 1.5. A layout plan of the Venue is **Attachment "C"**.

2. PROPOSAL

- 2.1 The positive contribution put forward in this LIA will not occur without the approval of the Threshold Increase Application. The Applicant proposes to donate \$30,000 to Endeavour Group Australia for the purchase of a bus with a wheelchair hoist. Endeavour Group Australia is a not-for-profit organisation that offers a variety of services to disabled persons living in the Hunter region. Clients of the Muswellbrook service will benefit from the availability of a wheelchair bus which will be used to transport them to and from their homes and facilitate their engagement in a variety of educational and recreational activities and outings. Council documents identify a lack of services for disabled persons living in the area. Further detail in relation to this positive contribution is provided later in this report.

3. RESPONSIBLE GAMBLING MEASURES

- 3.1 The Applicant's gaming machine operation exceeds legislative requirements 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 **Attachment "A"**. 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 provided at **Attachment "D"**.
- 3.2 The Applicant is a member of ClubSafe, and has adopted its best practice guidelines and policies. The applicant recently trained all managers and supervisors in the voluntary self-exclusion program facilitated by ClubSafe and Clubs NSW. The applicant goes beyond compliance with current legislation.

4. LOCAL COMMUNITY

Definition of Local Community

- 4.1 For the purposes of this Local Impact Assessment, the Local Community is defined as encompassing Muswellbrook Local Government Area ("LGA"). The approach taken by the Applicant in defining its Local Community relates to its analysis of its membership penetration within surrounding localities. Generally, a registered club will have a membership penetration 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 essentially comprised of the suburbs that make up the LGA. For the purposes of the LIA, the Venue's Local Community is the LGA.
- 4.2 It is submitted therefore that this defined area meets the requirements of the Act, Regulation, and Guidelines.

5. DEMOGRAPHY

- 5.1 Muswellbrook LGA is located in the Hunter Region of NSW, about 230kms north of Sydney. Covering an area of 3,400km², the LGA is predominantly rural in character, although it also includes sizable national park and nature reserve spaces. In August 2011 its population was 15,791 persons, who had a median age of 34 years. Some 86.4% of the population was Australian born.

5.2 Several indices indicate that the LGA is relatively advantaged. In August 2011, the rate of unemployment in the LGA was 4.8%, which was lower than the NSW rate of 5.9%. The LGA had a median weekly household income of \$1,399, compared to the corresponding NSW figure of \$1,237.

5.3 Muswellbrook LGA had the following SEIFA scores and deciles in 2011:

INDICATOR	Muswellbrook LGA Score	Muswellbrook LGA Decile
IRSEAD	959	6
IRSED	968	5
IER	994	7
IEO	893	1

6. POSITIVE CONTRIBUTION

6.1 The granting of the Application will yield a significant social benefit for the Local Community through the Applicant's donation of \$30,000 to Endeavour Group Australia for the purchase of a bus fitted with a wheelchair hoist.

6.2 A previous threshold increase application for a further nine gaming machine entitlements was lodged by the Club in 2011. That application was granted in March 2012. As part of that application a Class 1 LIA was lodged and a donation of \$6,000 per organisation made to the following beneficiaries:-

- Muswellbrook SES, to be used towards the internal fit-out of the new operations and training rooms;
- Muswellbrook CareLink Inc., to be used towards the purchase of equipment, including a foldup bed and an oxygen concentrator; and
- Challenge Disability Services, to be used towards the purchase of a number of items to improve the facilities offered at Belmore House Group Home.

6.3 Unfortunately, due to a variety of circumstances, the additional entitlements were not purchased within the two year timeframe prescribed by the legislation, meaning that the threshold increase no longer applies to the Club. The Club's gaming machine threshold has thus reverted to what it was prior to the successful threshold increase application.

6.4 The proposed donation of \$30,000 to Endeavour Group Australia is offered in addition to donations totalling \$18,000 previously made to Muswellbrook SES, Muswellbrook CareLink Inc., and Challenge Disability Services.

Endeavour Group Australia

6.5 Endeavour Group Australia ("**EGA**") is a "not-for-profit" community organisation which provides services for disabled persons living in the Hunter Region. EGA was established in 1968 and currently operates out of centres located at Maitland, Cessnock, Port Stephens and Muswellbrook. EGA also facilitates three Australian Disability Enterprises which provide employment for disabled persons. EGA operates a commercial laundry based in Cessnock, a wine packaging warehouse located at Weston and a property care specialist service based in Mayfield and servicing Newcastle and Lake Macquarie.

6.6 EGA offers a variety of programs and services tailored to suit an individual's goals and aspirations, including the following:-

- Employment services;
- Supported holidays;
- Transition to work;
- Respite care, including community access;
- Residential services;
- Independent living skills support;
- Community participation programs; and
- Self-managed packages.

6.7 Clients of EGA participate in a huge variety of activities, all of which teach them life skills and provide recreational opportunities. Some examples of recent outings include a visit to Broadmeadow Racecourse, BBQ picnics in local parks, shopping at local businesses, dinners at local restaurants, a dolphin watching cruise, and a tour of Bulga Mine.

EGA Muswellbrook

6.8 EGA established a centre in Muswellbrook three and half years ago. Since then, its clientele has grown from one to more than 25 persons. Along with participation in the programs and services listed above, clients of EGA Muswellbrook volunteer at a number of local services including Meals-on-Wheels, Mount Providence Aged Care Facility and Wildlife Aid. EGA Muswellbrook is located next door to the Club.

6.9 Given the extent to which the programs offered by EGA Muswellbrook occur offsite, transportation of clients is an ongoing challenge. Not only do clients have to travel to and from the Centre itself, but also from the Centre to a variety of destinations, both locally and further afield.

Wheelchair Bus

6.10 EGA Muswellbrook intends to purchase a vehicle fitted with a wheelchair hoist. This will allow staff to collect clients from their homes, transport clients to various outings and return clients to their homes at the end of the day, whilst accommodating their specific needs and ensuring their safety and comfort.

6.11 EGA Muswellbrook has identified the most appropriate type of vehicle to suit its needs and the average purchase price of said vehicle. A second-hand Toyota Hiace with a wheelchair hoist which has travelled less than 30,000kms is currently priced at approximately \$30,000. If EGA Muswellbrook is able to purchase the vehicle for less than the donated sum of \$30,000, any leftover funds will be used towards fuelling the vehicle. A letter from EGA Muswellbrook is **attached** and marked "E".

Benefit to the Local Community

6.12 The need for an organisation like EGA within the Muswellbrook area is confirmed by Muswellbrook Shire Council documents. In its *Social Plan (2005-2010)*, Muswellbrook Council provides 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). Further,

ABS statistics demonstrate that the percentage of Muswellbrook LGA's residents who have a need for assistance in respect of core activities has risen slightly between the 2006 and 2011 Census collection dates, from 3.43% to 3.50%.

- 6.13 The *Social Plan* concurs that there has been a growth in that demographic, observing that there are "more people requiring more services, particularly as the people with a disability in the community age and their needs intensify" (p. 14).
- 6.14 The provision of an appropriately appointed vehicle will allow for more convenient access to the services offered by EGA Muswellbrook and enhance the overall experience of its clients. The purchase of the vehicle will also ease the burden on carers and families of EGA Muswellbrook's clients, who would otherwise be required to provide transportation.

7. CONCLUSION

- 7.1 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 Threshold Increase Application is approved, and details the harm minimisation and responsible gambling measures that are in place at the Venue.
- 7.2 The Applicant is a community based registered club which provides needed community support through additional donations exceeding those required through ClubGRANTS contributions.
- 7.3 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. The Applicant's commitment to its responsible provision of gaming facilities is both enhanced and demonstrated by its ClubSafe membership.
- 7.4 The positive contribution put forward in this LIA will not occur without the approval of the Threshold Increase Application. That positive contribution is a donation of \$30,000 to Endeavour Group Australia, Muswellbrook for the purchase of a bus fitted with a wheelchair hoist that will aid in the safe and comfortable transportation of the organisation's disabled clients. Services such as that provided by Endeavour Group Australia have been identified as lacking in Muswellbrook LGA. Such services assist disabled persons in learning skills required to live somewhat independently and assist them in living a fuller life.
- 7.5 The positive contribution outlined above is in addition to donations totalling \$18,000 previously provided to Muswellbrook SES, Muswellbrook CareLink Inc. and Challenge Disability Services in respect of a threshold increase application granted in 2012. That threshold increase was not utilised by the Club within the legislated timeframe and as a result no longer applies.
- 7.6 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.

ATTACHMENT
“A”

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 scored 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 scored or accumulated credit, 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.

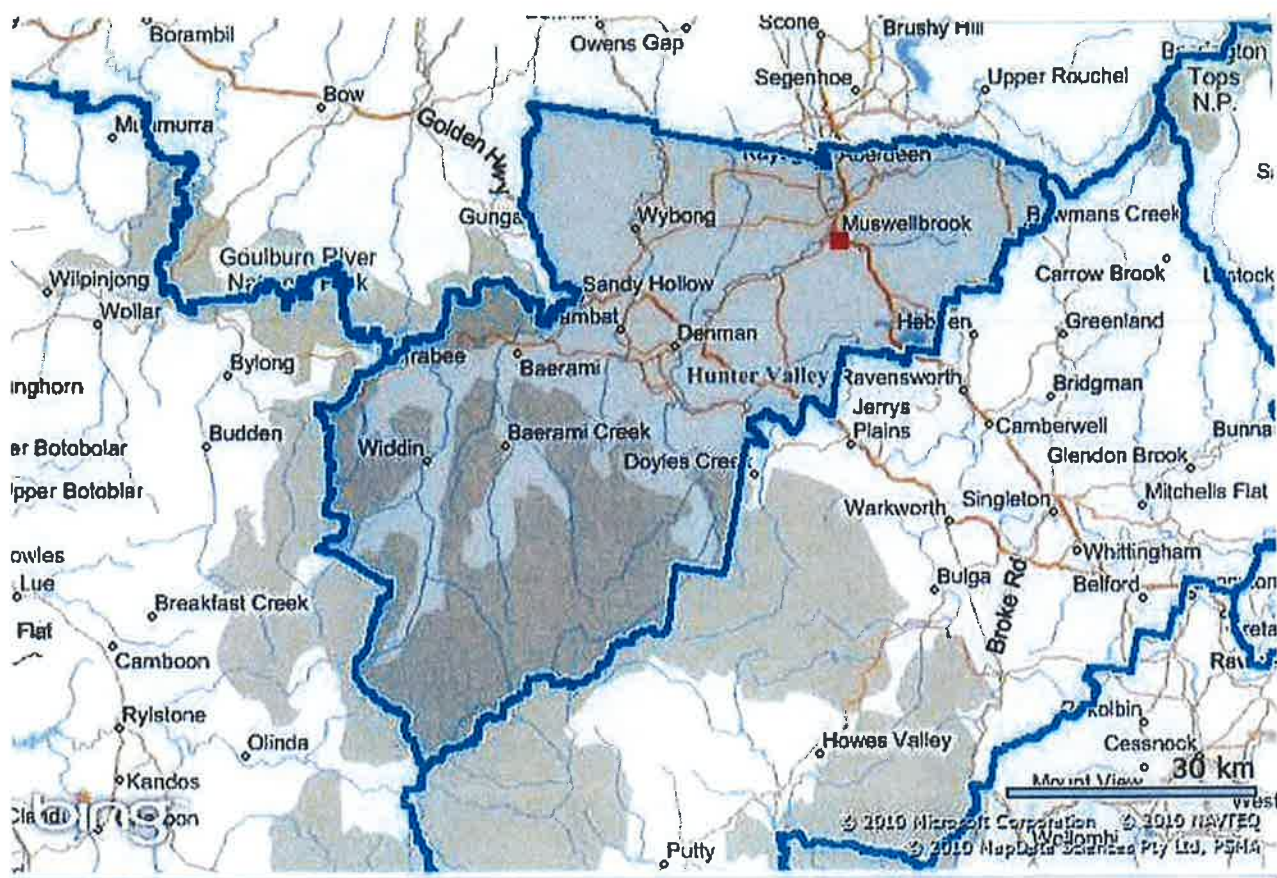
IS GAMBLING A PROBLEM FOR YOU?
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ATTACHMENT

“B”



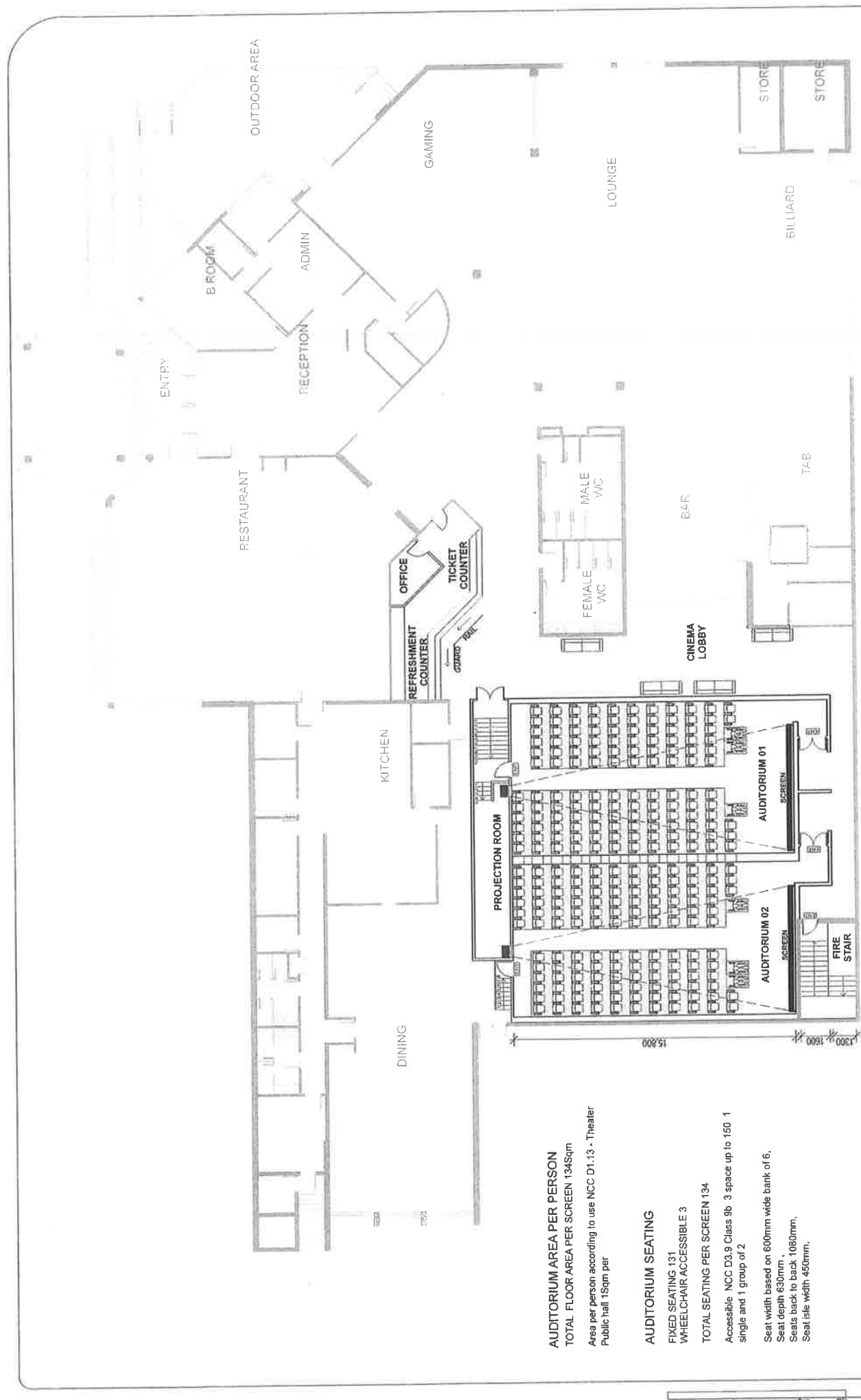
**Muswellbrook
Shire:**

Land Area: 340,561 hectares

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

Venue ■

ATTACHMENT
“C”



NOT TO BE USED FOR CONSTRUCTION

REV. AMENDMENT		DATE	PROJECT		CLIENT		PROJECT		LOCATION	
			The builder shall check and verify all dimensions and verify all errors and omissions. Drawings not to be used for construction purposes until issued.		MICHAEL RINKIN		Proposed 2 Screen Cinema Musswellbrook & District Workers Club		15 Sydney St, Musswellbrook NSW 2333	
DRAWING TITLE		Plans - Plan	PROJECT NO.		14025		DATE		22/05/2014	
SCALE		1:200 @ A3	DRAWN BY		BML		STATUS		DA	

AUDITORIUM AREA PER PERSON
TOTAL FLOOR AREA PER SCREEN 134500
Area per person according to use NCC D1.13 - Theater
Public hall 15sqm per

AUDITORIUM SEATING
FIXED SEATING 131
WHEELCHAIR ACCESSIBLE 3
TOTAL SEATING PER SCREEN 134
Accessible NCC D3.9 Class 9b 3 space up to 150 1
single and 1 group of 2
Seat width based on 600mm wide bank of 6,
Seat depth 630mm,
Seats back to back 1060mm,
Seat isle width 450mm,

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ATTACHMENT

“D”

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'.

ATTACHMENT

“E”

Hi Rochelle,

I am just writing in regards to the donation of \$30000 that Muswellbrook Workers Club has generously considered us for.

Endeavour Group Australia is a not-for-profit organization that offers many services to People with Disabilities all over the Hunter including Maitland, Port Stephens, Cessnock, Singleton and Muswellbrook. Endeavour has been situated in Muswellbrook for 3.5 years. In this time we have grown from one client to currently twenty five clients. We offer day programs, respite, accommodation and much more. We offer choice and community to our clients. Our clients volunteer at many local services including Meals on Wheels, Mt Providence Aged Care Facility and Wildlife Aid. We also offer a coffee run to local businesses and a carwash to the community.

With the money the Club has to offer we would like to purchase a wheelchair bus for our service. This will benefit so many of our clients in their day to day activities as we need to organize our days around vehicle allocation. Examples of this are pick ups and drop offs in the morning and afternoons to clients homes, activities and outings. Having this vehicle will give us more flexibility and offer more choice as to what programs our clients can attend.

We would proudly mark the vehicle with the Club's logo upon purchase.

We have researched vehicles and based on current costs we can purchase a second hand Toyota Hiace with a wheel chair hoist with kms under 30000 that would be suitable for our service. This comes on or within the \$30000 price range.

Any leftover funds will be put toward fuel for the vehicle.

Please do not hesitate if you have any question.

Hope to hear from you soon.

Regards

Sally Pereira

Regional Coordinator

0429 365 650