
Local Impact Assessment Class 1 Application
12 Station Road, Toongabbie NSW

Toongabbie Sports and Bowling Club Ltd (LIQC300230694)

July 2012



Kids' Cancer Project day

Prepared by:

lawler 
partners

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EXECUTIVE SUMMARY

1. INTRODUCTION

- I. This document is a Local Impact Assessment Class 1 to accompany a combined gaming machine threshold and entitlement transfer application (the "Application") from related premises for 40 gaming machine entitlements for Toongabbie Sports and Bowling Club Ltd (the "Applicant") at premises situated at 12 Station Road, Toongabbie NSW (the "Venue") located in the Band 2 Local Government Area (the "LGA") of Parramatta from the former Cumberland Community Club Ltd LIQC300226824 ("Related Premises") situated at 14 Civic Avenue, Pendle Hill NSW. The liquor licence of the Related Premises was surrendered to OLGR on 5 October 2011 following amalgamation with the Applicant on 29 June 2009. As the Related Premises is located within five kilometres of the Venue, pursuant to s.23 of the *Gaming Machines Act 2001* and r. 40 of the *Gaming Machines Regulation 2002*, the Applicant is permitted through a Class 1 LIA and accompanying gaming machine threshold and entitlement transfer application to transfer the 40 gaming machine entitlements to the Venue within a 12 month period. A map included in Appendix 2 shows that the two venues lie approximately two kilometres apart. The 12 month period expires on 13 October 2012. This LIA provides relevant gaming and social data, harm minimisation initiatives and details the Applicant's positive contribution to the local community to allow for approval of the Application.

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 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 Parramatta 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 2. 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 the 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 main positive contribution from approval of the Application is a commitment of two \$50,000 donations, one per year for two years to The Kids' Cancer Project, totalling \$100,000. The Kids Cancer Project is a not-for-profit organisation which receives donations and distributes funds to cancer research projects specifically aimed at childhood cancers. The contribution made by the Applicant will go directly to the Gene Therapy Program, a research program established to find a cure for childhood brain tumours. The Gene Therapy Program is being undertaken at Westmead Children's Hospital which is located in the same LGA as the Venue, being Parramatta. The Gene Therapy Program is currently in phase one whereby clinical trials are being conducted to determine the tolerance of genetically modified child stem cells to additional chemotherapy treatment. Should this phase be successful it will allow stem cells to be genetically modified to withstand more intense chemotherapy treatment thus allowing a higher level of curing the disease. As well as the direct benefits in terms of a cure, associated benefits are also felt, including the impact on families, carers and friends of children with the disease. The rate of survival of a child with cancer for a further five years is only 20%. As well as this major benefit, the Applicant will employ a further two staff and pay additional state taxes. In this regard the total positive contribution from approval of the Application is estimated at \$148,487.

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 document is a Local Impact Assessment Class 1 to accompany a simultaneous gaming machine threshold and entitlement transfer application (the "Application") from related premises for 40 gaming machine entitlements for Toongabbie Sports and Bowling Club Ltd (the "Applicant") at premises situated at 12 Station Road, Toongabbie NSW (the "Venue") located in the Band 2 Local Government Area (the "LGA") of Parramatta from the former Cumberland Community Club Ltd LIQC300226824 ("Related Premises") situated at 14 Civic Street, Pendle Hill NSW (licence surrendered).
- 1.2 The Applicant amalgamated with the Related Premises on 29 June 2009. Following amalgamation the Applicant notified OLGR of the forfeiture of the liquor licence LIQC300226824 on 5 October 2011. OLGR subsequently notified the Applicant by way of correspondence dated 22 December 2011, a copy is included in Appendix 6, and as pursuant to s.23 of the *Gaming Machines Act 2001* that the Applicant is permitted within a 12 month period to transfer the 40 gaming machine entitlements to another club premises. As the Related Premises lies within five kilometres of the Venue, the Applicant relies upon r. 40 of the *Gaming Machines Regulation 2002*, to transfer the 40 gaming machine entitlements by way of a gaming machine threshold and entitlement transfer application, with accompanying LIA Class 1. This LIA sets out the legislative requirements to satisfy the Authority that there will be a positive contribution from approval of the Application and therefore permit the transfer of the 40 gaming machine entitlements from the Related Premises.
- 1.3 Methodology
- 1.4 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 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.
- 1.5 Applicant Details and History
- 1.6 The Applicant originated from humble beginnings in 1958 where a group of local fishermen sought to start a bowling club and so purchased the land where the Venue sits today. The first bowling green opened in November 1959 and a second in 1960. Over the 1960s the Venue was extended and renovated to add a bar and bistro. The popularity of the Venue in 1970s and 1980s saw further renovations and extensions, including the addition of an auditorium and office facility. The Venue was remodelled and extended in the late 1990s, with a larger bistro, small function room and members lounge added. In 1999 the Venue's membership was approximately 2,500, today it stands at 7,344 and is growing remaining popular with young families, as well as traditional bowlers and the community more widely. The Venue employs 26 staff across all areas.

1.7 Current Applicant Services, Facilities and Donations

- 1.8 The Venue consists of a lounge bar, a members' bar, function room, auditorium, bistro and cafe, alfresco terrace areas and gaming and wagering facilities. Along with the provision of gaming and refreshments, the Venue offers regular live entertainment, raffles and promotions as well as a courtesy bus to and from the Venue. The Applicant makes donations to like-minded sporting clubs and charities throughout the local community including Toongabbie All Saints Rugby League Club, St Anthony's Girraween Eagles Rugby league Club, Pendle Hill Football Club, Toongabbie Soccer Club, Phoenix Softball Club, Starlights Netball Club, Shamrocks Netball Club, Aquablitz Toongabbie Swimming Club and Pendle Hill Colts Cricket Club.

1.9 Financial performance of the Applicant

- 1.10 The Applicant (including the Related Premises) had a total revenue in 2011 of approximately \$1.5 million and a pre-tax profit of \$515,943. Gaming machine revenue for 2011 was \$1.3 million, representing 87.6% of total revenue. Total bar and function revenue was \$491,056 million and food and catering revenue was nil due to the contracted service. The Applicant paid \$276,081 in gaming machine duty in 2011. The Applicant made donations of \$59,322 and had a total employee benefits expense of \$1,049,334.

1.11 Gaming machine indicators

- 1.12 The Applicant operates 53 gaming machines currently. The Applicant had a profit per gaming machine (total turnover less payouts) of \$24,814 for the 2011 year. The Applicant projects that each additional gaming machine will return a profit of \$19,500 for the second year of operation. It is expected that for the first 12 months of operating the additional gaming machines that the total gaming revenue of the Venue will not increase as gaming revenue is expected to be redistributed across the existing and new gaming fleet. An expected total profit for the 40 additional gaming machines is estimated at \$780,000.

1.13 Proposal

- 1.14 As outlined earlier in this LIA, the Club is seeking to transfer the 40 gaming machine entitlements held in a dormant capacity at the Related Premises to the Venue. This will allow the Applicant to gain revenue from the 40 gaming machines which presently do not provide a financial return on the investment made in amalgamating with the Related Premises. To ensure the legislative requirements are met to permit approval of the Application the Applicant is committing to funding \$100,000 in two tranches of \$50,000 per year for two years to the Kids' Cancer Project. Put simply, The Kids' Cancer Project is an Australian based charity which focuses on finding cures for childhood cancers. Through funding research programs dedicated to childhood cancers, The Kids' Cancer Project aims to eradicate childhood forms of cancer. The funding will contribute directly to the Gene Therapy Program which focuses on brain tumours which is the second most common childhood cancer. The locality of the Applicant is also of relevance in this case as the leading childhood cancer treatment facility, being Westmead Children's Hospital is located in the

Parramatta LGA. Further detail in relation to the positive contributions is provided later in this Report.

2 RESPONSIBLE GAMBLING MEASURES

2.1 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 include:

- 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;
- 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.

2.2 The Applicant has also implemented additional measures to ensure compliance with 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*'; and
- Individuals who has self-excluded must apply in writing after their initial exclusion period before they are allowed re-entry to the Venue.

2.1 The Applicant is a member of ClubSafe, and has adopted its best practice guidelines and policies. 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

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 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 area bounded by the following suburbs:

- North Rocks (east);
- Glenwood (north);
- Prospect (west); and
- Greystanes (south).

3.3 It is submitted therefore, that this defined area meets the requirements of the Act, Regulation, and Guidelines. A map of the Local Community is included in Appendix 3.

4 DEMOGRAPHY

4.1 Parramatta LGA is located in the western suburbs of Sydney, approximately 20 kilometres west of the Sydney CBD. Over the course of the last 10 to 15 years, and via State and Local policy initiatives, Parramatta has transformed into Sydney's second CBD and is now home to a number of government and private sector headquarters. While the CBD has changed substantially, Parramatta remains as an area of Sydney of significant social and cultural diversity, and this remains true throughout its various suburbs and local centres. In June 2006, its population was estimated at 176,355 and 28% of people fully owned their dwellings compared to the NSW average of 32%. In 2006, 77% of the population was aged 18 years and over which is comparable to NSW at the same period. The median age of people residing in the LGA in 2006 was 30 years compared to the state median of 37 years. 52% of the population is Australian-born. The population of the Parramatta LGA grew at an annual rate of 3.03% between 2009 and 2010 which was the second fastest growing LGA at that time in NSW.

4.2 Parramatta LGA has a SEIFA (2006 social-economic index of relative advantage-disadvantage) of 1019, 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. Parramatta LGA falls in the ninth decile. It therefore ranks in the top 80% 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.

4.1 The LGA is characterised by its relatively advantaged, young and ethnically and culturally diverse population evidenced by its high SEIFA score, lower rate of Australian-born citizens and fragmentation of ethnic origin and lower median age of 30 years. Generally, the LGA is

comparable on most demographic indicators with NSW (with the exception of ethnic backgrounds), however it remains relatively advantage. In terms of population growth, there has been significant urban consolidation within the confines of the Parramatta CBD which has generally seen some 'leakage' into surrounding suburbs with semi-detached construction. Mostly however, this has taken the form of apartment construction and fuelled concentration of the population in and around the CBD, resulting in some population growth. Unemployment in the LGA compared to NSW is higher, with 6.2% of the population being unemployed at the September quarter 2010 compared to the NSW rate of 5.5%. As discussed earlier in this document, the LGA is experiencing significant population growth which is expected to continue for the immediate future.

5 POSITIVE CONTRIBUTIONS

5.1 General

5.2 The granting of the Application will yield a significant social and economic benefit for the Local Community and LGA through a number of major and ancillary positive contributions, including:

- Community based donation to The Kids' Cancer Project which will be contributed directly to the Gene Therapy Program assisting with research into brain tumours prevention and cure;
- Assist with the on-going viability of the Applicant; and
- Additional state taxes, employment and local expenditure.

5.3 Community contribution to The Kids' Cancer Project

5.4 The Applicant has contacted The Kids' Cancer Project to necessitate the donation of two \$50,000 donations, one every two years totalling \$100,000. The funding arrangement will be in the form of a direct contribution to and be administered wholly by the Project. The contribution will be assigned to the Gene Therapy Program which is detailed below.

5.5 *Kids' Cancer Project*

5.6 As an Australian charity focused on the cure of childhood cancers, The Kids' Cancer Project aims to alleviate the suffering of children from specific childhood cancers through finding cures. This takes the form of funding research into the prevention and treatment of childhood cancers at a variety of locations throughout Australia. The ultimate goal is to save the lives of children suffering from cancer, and in turn alleviate the suffering and pain caused to patients and their families.

5.7 The Kids' Cancer Project had its origins in a grassroots project initiated by Col Reynolds in 1993. Col Reynolds, over the course of 15 years sought funding from a variety of sources to contribute to childhood cancer research and treatment at various hospitals throughout Sydney. This culminated in the creation of the Oncology Children's Foundation in 2007 which is today known as the Kids' Cancer Project with research administered by an advisory council.

5.8 *The project – Gene Therapy Program*

- 5.9 The Applicant has approached The Kids' Cancer Project and committed to the \$100,000 community contribution and requested information as to what specifically the contribution would go towards. Correspondence from The Kid's Cancer Project is included at Appendix 5 and notes specifically that the contribution will be allotted to the Gene Therapy Program. The Gene Therapy Program has an operating budget of \$500,000 meaning that the Applicant's contribution will make up one fifth of the total budget.
- 5.10 The Gene Therapy Program focuses on finding a cure for the most common type of childhood cancer, brain tumours. Almost half of the children diagnosed with brain tumours lose their battle with the disease and only 20% survive five years after their treatment. The later statistic has unfortunately not improved over the past 25 years despite more and more research into this type of cancer.
- 5.11 Coupled with the high proportion of children diagnosed with cancer suffering brain tumours and that the survival rate of children diagnosed with a brain tumour and who undergo treatment has not decreased over the past 25 years, the Kids' Cancer Project is providing funding in this area. Unfortunately current treatments do not have sufficient impact in treating this disease. Phase 1 of this program, which is trialling the safety and feasibility of the gene therapy strategy on children, is currently underway. While the technical aspects of the treatment are not included as part of this LIA, broadly the trial seeks to genetically modify bone marrow stem cells with a DNA repair protein, making them drug resistant. This may then allow for the stem cells to withstand a greater level of chemotherapy, better targeting brain tumours and reducing side effects. This type of trial and research is the first of its kind in Australia specifically targeting bone marrow and only the second to target gene modification in children.
- 5.12 Research funded through the Gene Therapy Program is amongst some of the world's most innovative and up-to-date with funding being administered to selected projects through the Kid's Cancer Project Research Advisory Committee. The Committee regularly assesses the quality and outcomes of the selected research to ensure the funding contributed to those programs by the Project is being best utilised.
- 5.13 Specifically, research funded by the Gene Therapy Program is undertaken at the Westmead Children's Hospital located in the Parramatta LGA. The Westmead Children's Hospital more generally services the majority of child patients in Sydney as well as specialist treatments such as cancer. The locality of the main treatment and research facility within the Parramatta LGA, also where the Applicant is located, was of importance in selecting the body to receive the funding subject to this LIA.
- 5.14 *Prevalence rates*
- 5.15 Three Australian children die a week from cancer, with one in 500 Australian children developing cancer before the age of 15 years. Childhood cancer is second to breast cancer in terms of the number of life years lost to the disease, and of those who do survive, 20% will not live past 35 years of age. It is the most common cause of disease-related death for children

aged 1 to 14 in Australia. How long a child lives after diagnosis is dependent on how early the detection was and access to appropriate treatment services.

- 5.16 A report prepared by the Cancer Council Queensland and titled Childhood Cancer Incidence in Australia 1983-2006 reported that:

In the 10 years from 1997-2006, an average of 618 children under the age of 15 were diagnosed with cancer each year in Australia, corresponding to a rate of 156 per million children per year.

- 5.17 The report goes on to also state that incidence rates are higher amongst boys, half of cancers were diagnosed among children aged 0-4 years, with leukaemia being the most common cancer, followed by tumours.

- 5.18 Prevalence rates for childhood cancer on an LGA level are not available, and even if they were, it is clear that the prevalence rates, although unlikely to be statistically significant numbers represent a significant impact not only in the life of the child suffering from cancer but of those family and friends who deal with it. Family members and carers deal with the not only the suffering of a child, but also in the knowing that the likelihood of survival is remote. These impacts are experienced by not only the immediate family but also those supporting the family and cannot be underestimated.

- 5.19 *Amount to be contributed*

- 5.20 A positive contribution to the amount of \$100,000 in total, split into one donation of \$50,000 per year for two years will be contributed by the Applicant pending the approval of the Application. The Applicant consents to the imposition of a condition reflecting this two-stage donation on its liquor licence at the discretion of the OLGR and Authority.

- 5.21 Additional employment

- 5.22 The revenue generated by the additional gaming machines will result in a further two part-time positions becoming available at the Venue. The benefits expense of the additional two positions will be approximately \$46,000 per annum.

- 5.23 Additional taxes

- 5.24 Additional annual state taxes are estimated to average \$102,096 at year two of operation of the additional gaming machines subject to this Application. The proportion of this amount which flows back to the Parramatta LGA (estimated on a per capita basis) is \$2,487.

- 5.25 Summation of positive contributions to Local Community

- 5.26 From this information it is estimated that the additional gaming machines will result, either directly or indirectly in an additional \$148,487 in funds, will directly benefit the Local Community.

6 CONCLUSION

- 6.1 The Application accompanying this LIA relates to the transfer of 40 gaming machine entitlements between two related premises located within two kilometres of each other. The Applicant amalgamated with the Related Premises on 29 June 2009 and has up until 11 October 2012 for the Application to be approved. It relies upon s.39 of the Act and r.40 of the Regulation as mechanism for the transfer of the entitlements in question. To satisfy the test of a positive contribution to the local community in question, the Applicant has committed to a \$100,000 donation to the Kids Cancer Project, specifically funding a research project conducted at Westmead Children's Hospital located within the local community. These basic fundamentals to the Application should warrant its approval without examination of the considerations listed below.
- 6.2 Notwithstanding the above, 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.
- 6.3 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.
- 6.4 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.
- 6.5 The positive contributions put forward in this LIA will not occur without the approval of the Application. There is no doubt that the funding contribution put forward in this LIA will make a real difference to not only children suffering from cancer, specifically brain tumours, but also to their family and carers. The pain and suffering which cancer inflicts on sufferers and their families not just directly attributable to the disease itself, but also through its treatment cannot be underestimated. As evidenced throughout this LIA, unfortunately the survival rate of children with cancer is sadly very low with 20% not making the age of 35 years. The contribution of \$100,000, to be paid in two \$50,000 contributions spread over a two year period will go directly to the Gene Therapy program conducted at Westmead Children's Hospital. This program is currently conducting trials with the end result to genetically modify stem cells to withstand greater levels of chemotherapy treatment. This research is the first of its kind Australia to specifically target children's stem cells and represents a substantial step forward in cancer treatment. Even small inroads into childhood cancer treatment will have a significant and widespread positive effect. The Kids Cancer Project has issued correspondence accepting the contribution and a copy is included at Appendix 5.
- 6.6 It is therefore provided that the test as set out in the Guideline and Legislation is met and the Applicant submits that the 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. Payments 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 at 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

Appendix 2

Map of showing distance between premises and map of Parramatta LGA

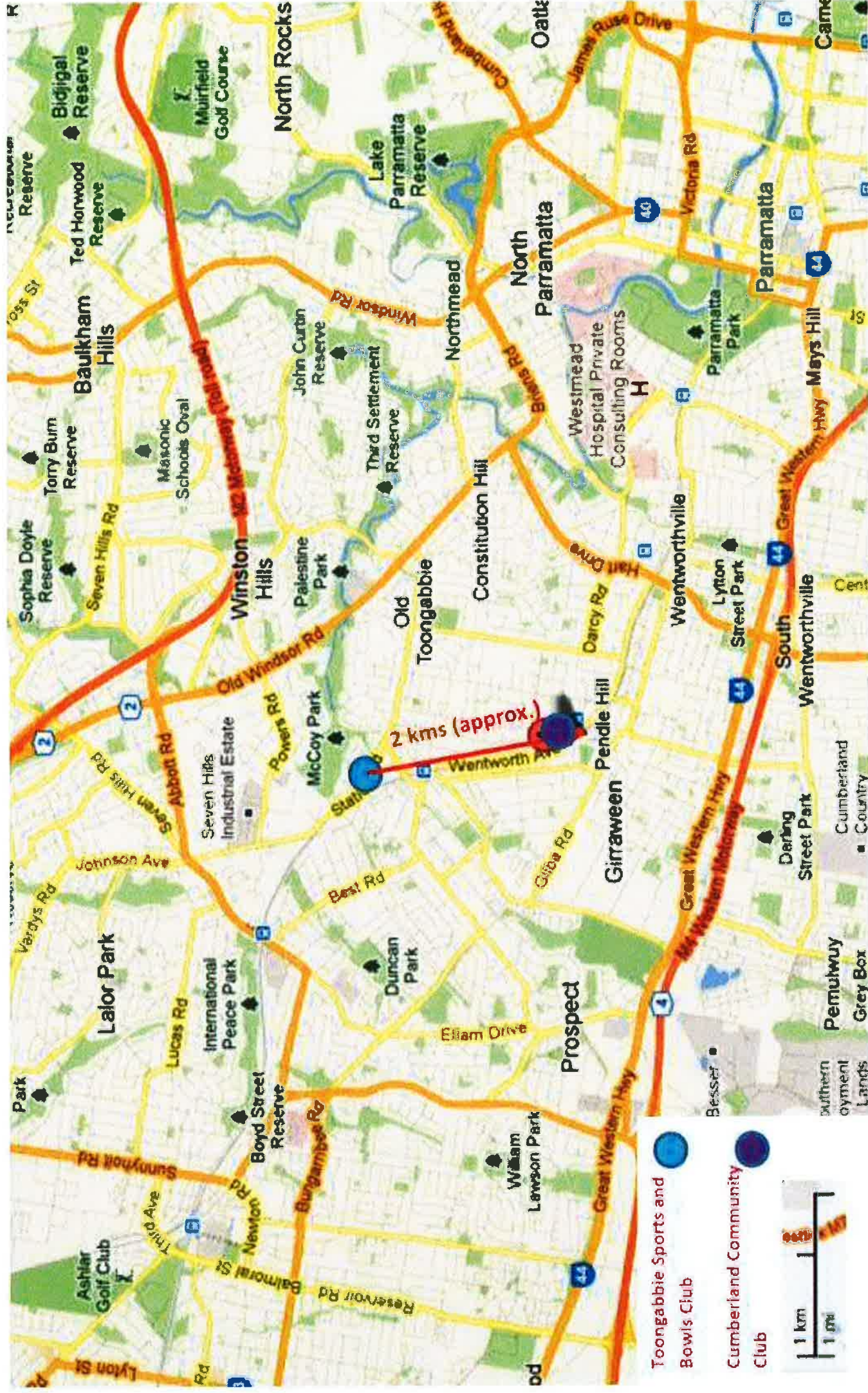
Prepared by:



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Toongabbie Sports and Bowls Club Ltd

Local Impact Assessment Class 1



Appendix 3

Local Community Map

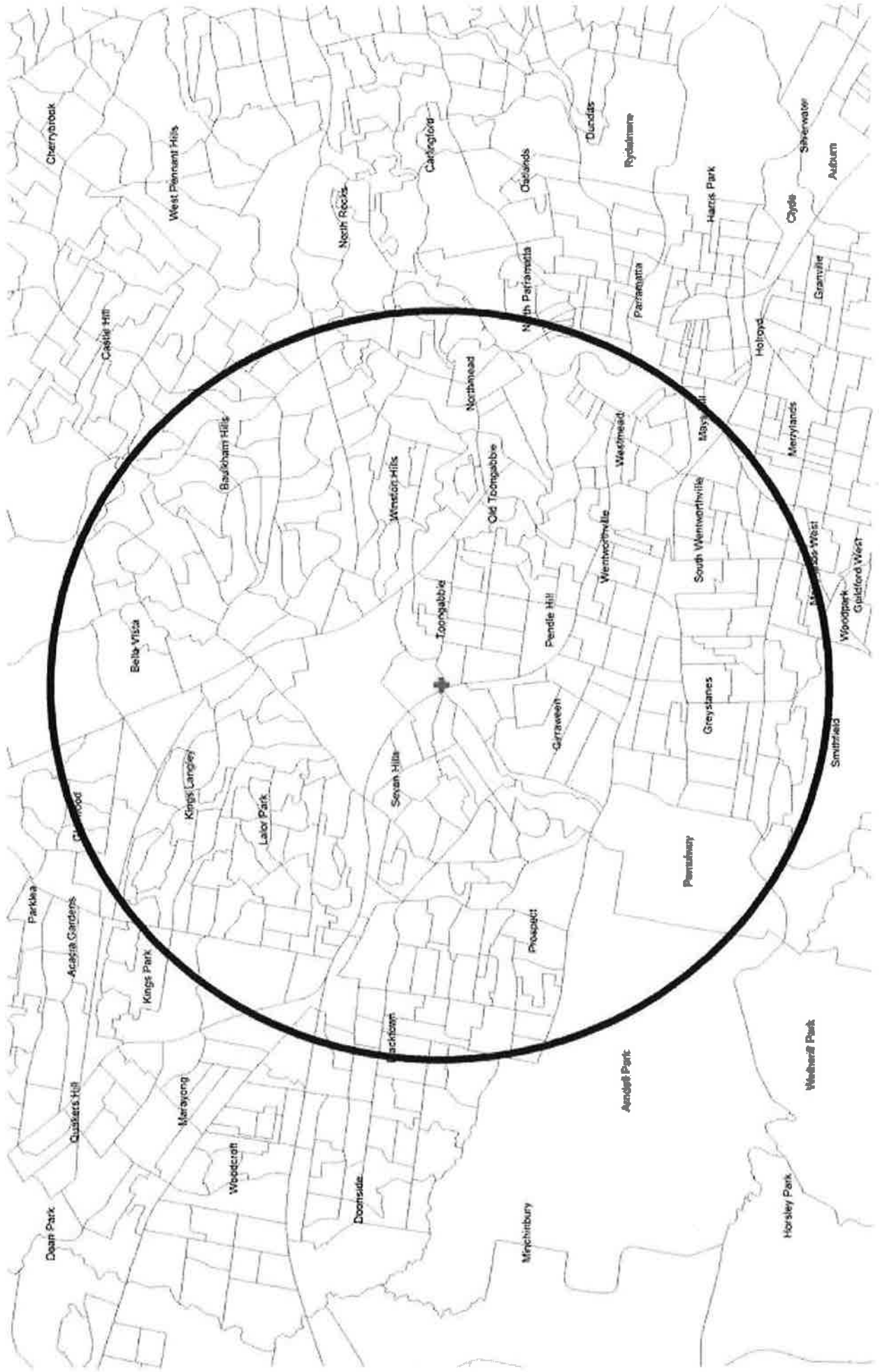
Prepared by:



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Lawler Partners

5km Radius: Toongabbie Sports & Bowling Club



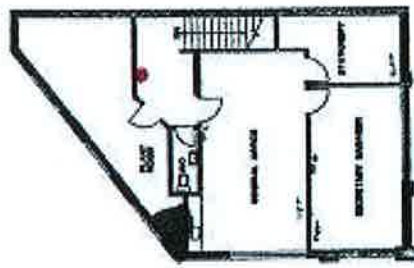
Appendix 4

Layout of Venue

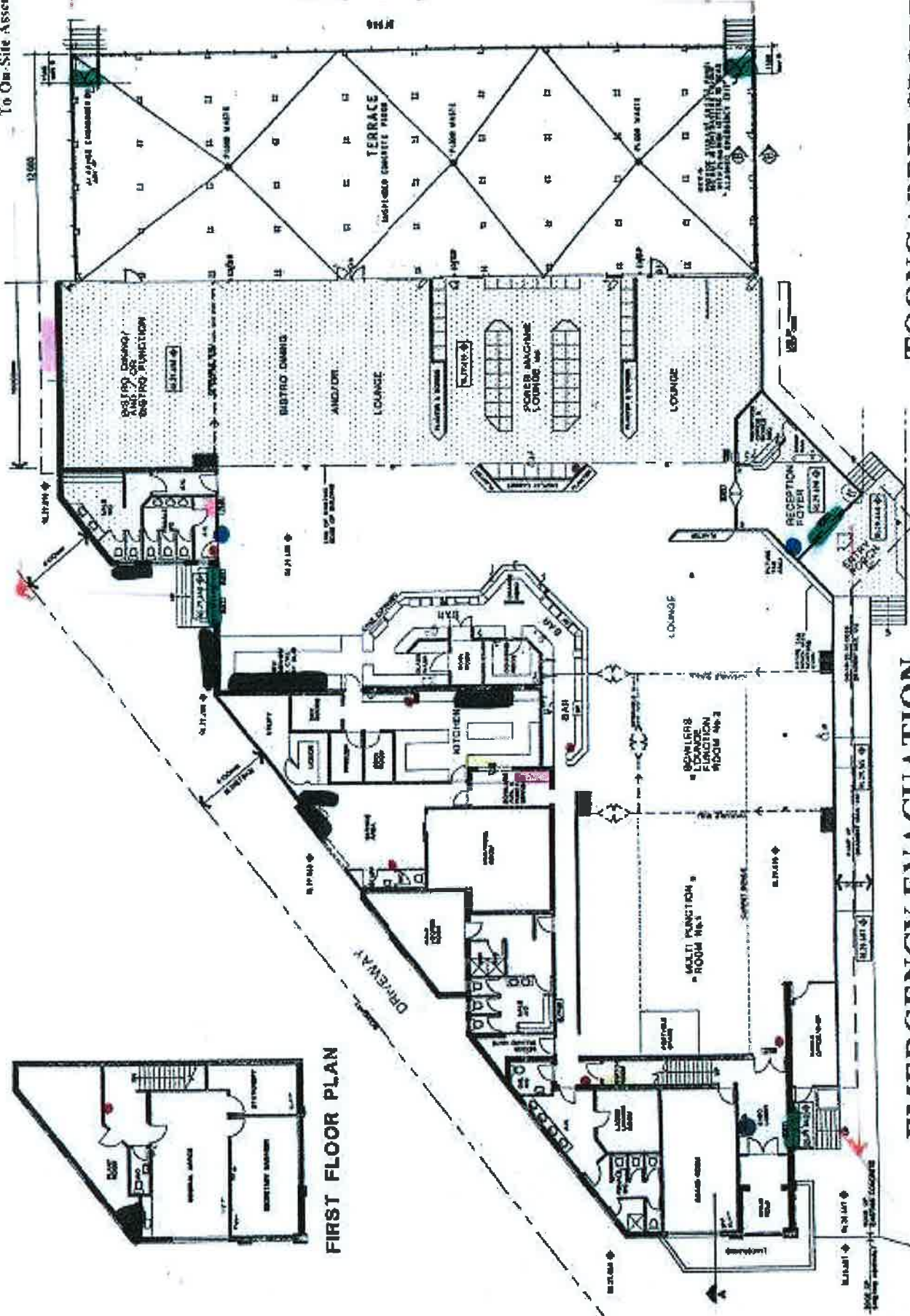
Prepared by:



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FIRST FLOOR PLAN



EMERGENCY EVACUATION

- Fire Extinguishers
- Fire Hose Reel
- Emergency Exit Points
- Electrical Mains & Boards
- Chemical Sites
- Gas Sites

TOONGABBIE SPORTS & BOWLING CLUB

Appendix 5

Kids' Cancer Project correspondence regarding funding

Prepared by:



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Mr Keith Smith
General Manager
Toongabbie Sports & Bowling Club
12 Station Rd
Toongabbie NSW 2146

18th May 2012

Dear Keith,

Thank you for Toongabbie Sports and Bowling Club's interest in supporting The Kids' Cancer Project.

The Kids' Cancer Project is a national charity and has been operating for nearly 20 years supporting research into childhood cancer. Our major research projects are the Drug Discovery Program, the Gene Therapy Program and Cytoskeleton Cancer Network (CCN).

The annual commitment to research into childhood cancer is approximately \$3 million of which 99% is derived from community support. We are guided by an independent research advisory committee which oversees research progress.

Cancer today is the biggest killer of Australian children from disease, on average three Australian children a week die from cancer and one in five hundred Australian children will develop a cancer before the age of 15. Australia has one of the highest incidences of childhood cancer worldwide and is second only to breast cancer in terms of the number of years of life lost by the disease. Children who survive 20% will not live past the age of 35.

Unlike adult cancer where science knows that fifty per cent is caused by lifestyle choices, the causes of childhood cancer are not known. Childhood cancer does not discriminate. The occurrence is evenly spread across race, location and status.

Childhood cancer impacts the Parramatta Area to the same extent as any other area in Australia but located in the Parramatta Area is one of the world's leading childhood cancer research centres, the Children's Hospital Westmead. Which is also where the Gene Therapy Program is being undertaken.

The Gene Therapy Program focus is Brain Tumours. Brain tumours are the second most common childhood cancer. These tumours can be extremely difficult to treat. Only 50 percent of children diagnosed with a brain tumour will survive. This is a figure that has not improved over the last twenty five years.

Current treatments do not have a great enough impact on these types of tumours. However, the Cancer Gene Therapy Program is initiating a Phase I clinical trial to test the safety and feasibility of a gene therapy strategy to better treat these children.



In this trial, bone marrow stem cells will be genetically modified with a DNA repair protein (called MGMT) to make them drug resistant. This strategy may then allow for increased doses of chemotherapy to be delivered to a child to better target the brain tumour, having eliminated the harmful side effects (for the bone marrow) which limit the dose of chemotherapy a child is typically able to receive.

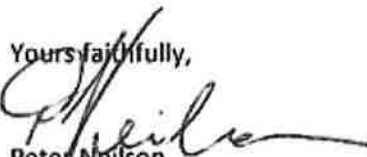
This trial is an Australian first.

Toongabbie Sports and Bowling Club's kind offer of support of \$50,000 per annum for 2 years would be applied to the Gene Therapy Program. The cost of this program is \$500,000 a year.

Should require any additional information please do not hesitate to contact me directly.

Thank you for the offer of support and we wish Toongabbie Sports and Bowling Club all the best in its endeavours.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'P. Neilson', written over the typed name.

Peter Neilson
Chief Executive Office
The Kids' Cancer Project

Appendix 6

Correspondence from OLGR regarding surrender of licence

Prepared by:



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Keith Smith
Toongabbie Sports and Bowling Club Limited
PO Box 91
TOONGABBIE NSW 2146

Cumberland Community Club Ltd – surrender of liquor licence

Dear Mr Smith

I am writing about your notification of 5 October 2011 which informed the Authority of the surrender of liquor licence LIQC300226824 held by Cumberland Community Club Ltd.

I confirm that the Authority accepted the surrender of the licence with effect from 13 October 2011.

The attached licence document, which records that the licence was surrendered, is attached for the information of the Club.

I note that the Club holds 40 poker machine entitlements (PMEs). Section 24 of the *Gaming Machines Act 2001* allows the Club to transfer the entitlements to one or more other clubs within a 12-month period. The 12-month period commenced on 13 October 2011.

If any of the 40 PMEs have not been transferred before 13 October 2012, such PMEs are automatically forfeited to the Authority.

Alternatively, any remaining PMEs may be retained for a further period of up to 12 months if the Club pays a levy to the Authority to retain each PME for that period. The levy is \$500 for each PME intended for retention. If all PMEs have not been transferred by the end of the further 12-month period, the remaining PMEs are forfeited to the Authority.

Visit www.olgr.nsw.gov.au/pdfs/Gaming/forms/G_F_PMET_C%200109.pdf for the application form when applying to transfer PMEs to another club. The Club's PMEs cannot be transferred to a hotel.

Please distribute this letter promptly to any person involved in the management of the Club's affairs, including a liquidator or a receiver and manager if appointed.

Yours sincerely

Olga Lenger
for the Casino, Liquor & Gaming Control Authority
22 December 2011