

**WREST POINT CASINO (FURTHER AGREEMENT)  
ACT 1981**

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**No. 30 of 1981**

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**WREST POINT CASINO (FURTHER AGREEMENT)  
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**AN ACT to provide for the approval of an agreement with respect to the development of a convention centre complex in conjunction with the Wrest Point Hotel and related matters, to amend the Wrest Point Casino Licence and Development Act 1968, and to modify section 734 (9A) of the Local Government Act 1962 in respect of appeals against certain determinations made by the corporation of the city of Hobart.**

[Royal Assent 6 May 1981]

**BE** it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

**1**—This Act may be cited as the *Wrest Point Casino (Further Agreement) Act 1981*. Short title.

**2**—In this Act, the *Wrest Point Casino Licence and Development Act 1968\** is referred to as the *Principal Act*. Principal Act.

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\* No. 78 of 1968. Amended by No. 21 of 1973, No. 89 of 1974, and No. 69 of 1976.

Approval of further agreement.

**3**—(1) The agreement, a copy of which is set out in Schedule 3 to the Principal Act (as inserted by section 15 of this Act) and referred to in that Schedule as “THE SECOND AMENDING AGREEMENT”, is approved.

(2) The execution of the agreement referred to in subsection (1) by the Honourable Douglas Ackley Lowe for and on behalf of the State of Tasmania is ratified.

Amendment of section 2 of Principal Act (Interpretation).

**4**—Section 2 of the Principal Act is amended as follows:—

(a) by omitting the definition of “the agreement” and substituting the following:—

“the agreements” means the principal agreement and the first and second amending agreements;

(b) by inserting the following definition after the definition of “the company”:—

“the first amending agreement” means the agreement set out in Schedule 2;

(c) by omitting “1932.” from the definition of “the premises” and substituting “1932;”;

(d) by inserting the following definition after the definition of “the premises”:—

“the second amending agreement” means the agreement set out in Schedule 3.

Substitution of section 3 of Principal Act.

**5**—Section 3 of the Principal Act is repealed and the following section is substituted:—

Principal agreement.

**3**—A reference in this Act to the principal agreement is a reference to the agreement set out in Schedule 1, and that agreement shall have effect and be read subject to the provisions of this Act and the first and second amending agreements.

Amendment of section 4 of Principal Act (Right of the company to develop).

**6**—Section 4 of the Principal Act is amended by omitting “agreement” and substituting “principal agreement and in clause 3 of the second amending agreement”.

Amendment of section 5 of Principal Act (Casino licence).

**7**—(1) Section 5 (1) of the Principal Act is amended by inserting “principal” before “agreement”.

(2) Section 5 (2) of the Principal Act is amended by inserting “principal” before “agreement”, wherever occurring.

8—Section 6 (1) of the Principal Act is amended by inserting “principal” before “agreement”.

Amendment of section 6 of Principal Act (New games).

9—After section 6 of the Principal Act, the following section is inserted:—

Insertion in Principal Act of new section 7.

7—(1) Subject to this section, the Treasurer, on behalf of the State, may, by instrument in writing, on such terms and conditions as he may determine, guarantee the repayment by the company of money lent or agreed to be lent to the company by any person approved by the Treasurer.

Power of Treasurer to guarantee certain loans to company.

(2) The power of the Treasurer under subsection (1) to guarantee the repayment of money lent or agreed to be lent includes a power to guarantee the payment to the lender of interest and other charges payable by the company in respect of that money.

(3) If a guarantee given under this section purports to be for a period longer than 12 years or such a guarantee does not specify a period for which it is to be in force, the guarantee shall cease to be in force on the expiration of a period of 12 years.

(4) A guarantee given under this section operates so as to guarantee the repayment of money lent or agreed to be lent to the company and the payment of interest and other charges in respect of that money only to the extent that the aggregate of those amounts does not exceed \$11 000 000.

(5) Before giving a guarantee under this section, the company shall, if the Treasurer so requires, give to the Treasurer such security as he may specify and shall execute such instruments as may be necessary for that purpose.

(6) The amount of any liability incurred under a guarantee given under this section shall be a charge on the Consolidated Revenue Fund and shall be payable out of that Fund without further appropriation than this section.

(7) A guarantee under this section may be given notwithstanding that another such guarantee may have previously been given and notwithstanding that that other such guarantee may still be in force, but, if another such guarantee is still in force, the first-mentioned guarantee operates so as to guarantee the repayment of money lent or agreed to be lent to the company and the payment of interest and other charges in respect of that money only to the extent that the aggregate of those amounts does not exceed the difference between the aggregate of the amounts guaranteed under that other guarantee and \$11 000 000.

(8) A guarantee given under this section may be varied or revoked by the Treasurer, but only with the consent of the person whose loan to the casino licensee is guaranteed.

Amendment of  
section 9 of  
Principal Act  
(Control of  
premises).

**10**—Section 9 (4) of the Principal Act is amended by omitting “ agreement ” and substituting “ agreements ”.

Amendment of  
section 11 of  
Principal Act  
(Finance).

**11**—Section 11 of the Principal Act is amended by omitting “ agreement ” and substituting “ agreements ”.

Amendment of  
section 12 of  
Principal Act  
(Assignment).

**12**—Section 12 of the Principal Act is amended by inserting “ principal ” before “ agreement ”.

**13**—The heading to the Schedule to the Principal Act is omitted and the following heading is substituted:—

Amendment of  
the Schedule  
to Principal  
Act.

SCHEDULE 1

Section 3

THE PRINCIPAL AGREEMENT

Insertion in  
Principal Act  
of new  
Schedule 2.

14—After Schedule 1 to the Principal Act (as amended by section 13), the following Schedule is inserted:—

SCHEDULE 2 Sections 2 and 3

THE FIRST AMENDING AGREEMENT

AN AGREEMENT made the 27th of September 1976 BETWEEN THE HONOURABLE WILLIAM ARTHUR NEILSON being and as the Treasurer for the time being of the State of Tasmania of the one part and AUSTRALIAN NATIONAL HOTELS LIMITED (hereinafter called "the Company") a company incorporated in this State of the other part

WHEREAS the parties to this agreement and Federal Hotels Limited entered into an agreement dated the 25th day of September 1968 with respect to the *Wrest Point Casino* (that agreement being referred to in this Agreement as the Principal Agreement) and that Principal Agreement was ratified and approved on behalf of the State and given effect to by the *Wrest Point Casino Licence and Development Act 1968*

AND WHEREAS provision is made by the Principal Agreement for the payment of tax by the holder of the casino licence granted pursuant to that Act and for the variation from time to time of the manner in which and the rates at which the tax is calculated:

AND WHEREAS by the *Wrest Point Casino (Tax Remission) Act 1975* as amended by the *Wrest Point Casino (Tax Remission) Act 1976* provision was made for a partial remission of the tax for a period to end on 31st May 1977

AND WHEREAS the Company has prepared certain preliminary plans to effect extensions and developments to the existing buildings situate at *Wrest Point* and proposes to enter into certain contractual obligations in relation thereto

AND WHEREAS the parties are agreed that new provision should be made with respect to the tax and that unless the parties otherwise agree that provision should not while the casino licence remains in force be altered during the period of 15 years during which under clause 14 of the Principal Agreement it was agreed that no other casino licence would be issued in the Southern Division of the State

AND WHEREAS it is agreed that the partial remission of the tax aforesaid should cease when the new provisions come into effect.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:—

1. This Agreement shall come into effect when it is ratified and approved by the Parliament of the State of Tasmania.
2. This Agreement shall be construed as one with the Principal Agreement and accordingly after the coming into effect of this Agreement the Principal Agreement has effect subject to and as varied by this Agreement.



3. Clause 10 of and the Second Schedule to the Principal Agreement do not apply to the gross profit for any month that commences on or after this Agreement comes into effect and in relation to any such month the Principal Agreement has effect as if the following clause were substituted for that clause:—

“10—(1) By way of tax on the gross profit on the gaming in each month the Company shall pay to the Treasurer a sum of an amount equivalent to 25 per cent of the amount of that gross profit and that sum shall be so paid on or before the 7th day of the next succeeding month.

“(2) For the purposes of this clause the gross profit in any month is the sum obtained by deducting from the total amount received in that month for gaming the amount paid out during that month by way of winnings on gaming and then—

- (a) if the value of the unredeemed chips at the end of the month is greater than that which it was at the beginning of the month by adding the difference between those values or
- (b) if that value is less than it was at the beginning of the month by deducting the difference between those values.

“(3) References in this clause to a chip shall be construed as including references to any token or other article intended to be used in gaming in the place of money and for the purposes of this clause—

- (a) the value of a chip shall be deemed to be the amount required to be given for its issue for gaming;
- (b) any sum received for the issue of a chip for gaming shall be deemed to be received for gaming; and
- (c) a chip shall be deemed to be unredeemed so long as having been issued for gaming it is not used in gaming.

“(4) In this clause ‘the Casino’ means the part of the premises to which the casino licence relates and ‘gaming’ means gaming at the casino.”.

4. As soon as practicable after the date hereof the Company will execute an Agreement or Agreements (hereinafter called “the Future Development Agreement”) with such persons firms or companies approved by the Treasurer providing for extensions and improvements to Wrest Point Hotel by such means and in such manner and upon such terms as the Treasurer may in his discretion approve and without limiting the generality of the foregoing the Future Development Agreement shall provide for the construction furnishing and equipping of a new gaming area consisting of a semi-circular building of two stories in the south-western side of the existing Tower Block.

5. The Company will ensure that the works specified in clause 4 of this Agreement will subject to the granting of all necessary permits and approvals be commenced and completed as soon as practicable provided always that the approval of the Treasurer to the matters referred to in this clause shall not unreasonably be withheld and the Treasurer shall notify the Company of his decision thereon so soon as practicable after application is made for such approval.

6. The provisions substituted for clause 10 of the Principal Agreement by the terms of this Agreement shall unless otherwise agreed to by the parties remain in force during the currency of the casino licence in force when this Agreement comes into effect unless

- (a) The Company fails to execute the Future Development Agreement to the satisfaction of the Treasurer within six months of the date hereof or
- (b) In the opinion of the Treasurer there has been a serious or fundamental breach or default by the Company of or under the Future Development Agreement which breach or default continues for a period of three months

in either of which events the Treasurer may serve upon the Company notice in writing requiring it to execute such an Agreement or to remedy such breach or default within six months of the date of such notice AND should the Company fail to comply with such notice the Company shall pay by way of tax notwithstanding the prior provisions of this Agreement such amount (not being in excess of 30 per centum of the gross profits as defined in clause 10 of the Principal Agreement) as the Treasurer may in his absolute discretion determine and give notice of to the Company in writing specifying the date from which such tax shall be payable which date shall be no earlier than the date of the last mentioned notice.

7. Clause 11 of the Principal Agreement shall be of no further effect WITHOUT PREJUDICE to the right of the Company to apply to the Treasurer at any time for a review of the rate of tax hereinbefore referred to upon the grounds

- (a) that the financial position of the Company has been adversely affected by any circumstances beyond its control, or
- (b) that the Company has with the consent of the Treasurer entered into further developmental programmes involving substantial capital.

8. The holder of the casino licence shall not receive any remission under the *Wrest Point Casino (Tax Remission) Act 1975* as amended in respect of the tax payable on the gross receipts for any month commencing on or after this Agreement comes into effect.

9. In this Agreement and the Principal Agreement references to a month shall be construed as references to a calendar month.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written

SIGNED SEALED and DELIVERED by the Honourable }  
WILLIAM ARTHUR NEILSON in the presence of: } W. A. Neilson  
R. C. Jennings

The Common Seal of AUSTRALIAN NATIONAL }  
HOTELS LIMITED was hereunto affixed by authority } (L.S.)  
of the Directors in the presence of:

Peter Wolfe, Director  
B. M. Mockler, Secretary

Insertion in  
Principal Act  
of new  
Schedule 3.

**15**—After Schedule 2 to the Principal Act (as inserted by section 14), the following Schedule is inserted:—

### SCHEDULE 3

Sections 2 and 3

#### THE SECOND AMENDING AGREEMENT

AN AGREEMENT made the 7th day of April 1981 BETWEEN THE HONOURABLE DOUGLAS ACKLEY LOWE being and as the Treasurer for the time being for the State of Tasmania (hereinafter called "the Treasurer" which expression shall include his successors in office) of the one part and AUSTRALIAN NATIONAL HOTELS LIMITED a Company incorporated in the State of Tasmania (hereinafter called "the Company") of the other part WHEREAS by an agreement (hereinafter called "the Principal Agreement") made the 25th day of September 1968 between the Honourable Eric Elliott Reece being and as the Treasurer for the time being of the State of Tasmania of the first part Federal Hotels Limited of the second part and the Company of the third part the Company agreed to construct the hotel therein described AND WHEREAS by an agreement (hereinafter called "the Further Agreement") made the 27th day of September 1976 between the Honourable William Arthur Neilson being and as the Treasurer for the time being of the State of Tasmania of the one part and the Company of the other part the Company agreed to effect extensions and developments to that hotel AND WHEREAS the Company has now agreed to construct a Convention Centre at Wrest Point in Tasmania and proposes to enter into certain contractual obligations in respect of that development AND WHEREAS the Treasurer and the Company have agreed that new provision should be made with respect to the tax presently payable pursuant to the Wrest Point Casino Licence and Development Act 1968 as subsequently amended having regard to the costs to be incurred by the Company in the construction of the Convention Centre NOW IT IS HEREBY AGREED as follows:—

1. This Agreement shall come into effect when it is ratified and approved by the Parliament of the State of Tasmania.
2. This Agreement shall be construed as one with the Principal Agreement as amended by the Further Agreement and accordingly after the coming into effect of this Agreement the Principal Agreement as amended has effect subject to and as varied by this Agreement.
3. As soon as practicable after the date hereof and not later than the 30th day of June 1981 (or such subsequent date as the Treasurer may approve) the Company will execute an agreement or agreements (hereinafter called "the Convention Centre Agreement") with such persons, firms or companies approved by the Treasurer providing for the construction of a Convention Centre at Wrest Point by such means and in such manner and upon such terms as the Treasurer may in his discretion approve and without limiting the generality of the foregoing the Convention Centre Agreement shall provide for the construction, furnishing and equipping of a Convention Centre in a location at Wrest Point and in accordance with plans and specifications duly approved by the Treasurer.

4. The approval of the Treasurer to the matters referred to in Clause 3 shall not unreasonably be withheld and the Treasurer shall notify the Company of his decision thereon so soon as practicable after application is made for such approval.
5. Subject to the Company entering into the Convention Centre Agreement in accordance with the provisions of Clause 3 of this Agreement the tax presently payable by the Company shall be modified with effect from and including the 1st day of July 1981 as follows:—
  - (a) in respect of the financial year commencing on and including the 1st day of July 1981 each monthly payment payable by the Company shall be equal to 1/12th of \$2 900 000·00 (such sum being hereinafter referred to as “ the minimum tax ”)
  - (b) in respect of the financial year commencing on and including the 1st day of July 1982 each monthly payment payable by the Company shall be equal to the difference between the amount of tax paid for that month by the Company holding a casino licence under the Northern Casino Act 1978 and 1/12th of the minimum tax
  - (c) in respect of each financial year commencing from and including the 1st day of July 1983 each monthly payment payable by the Company shall be at the rate of 15% in lieu of the now current rate of 25% provided that if the total payment for that year by the Company and the Company holding a casino licence under the Northern Casino Act 1978 is less than the minimum tax the Company will pay the difference by the 15th day of July next following.
6. If the Company has not entered into the Convention Centre Agreement by the 30th day of June 1981, or such subsequent date as the Treasurer may approve, the Treasurer may give notice in writing to the Company that until the Company enters into such agreement the Company as from the date for the next monthly payment after the giving of such notice shall pay tax at such rate exceeding 15% but not greater than 25% as he shall, in his absolute discretion, determine, and tax shall be payable by the Company accordingly at that rate until such time as the Company has entered into the Convention Centre Agreement.
7. If construction of the Convention Centre according to the terms of the Convention Centre Agreement does not begin or does not continue, the Treasurer may give notice in writing to the Company that unless construction begins or continues according to the terms of that Agreement within six months after the giving of such notice the Company as from the date for the next monthly payment following the expiration of the notice shall pay tax at a rate exceeding 15% but not greater than 25% which he shall, in his absolute discretion, determine, and, if construction is not begun or continued during the period of such notice tax shall be payable accordingly at that rate until such time as the Treasurer notifies the Company that he is satisfied that construction has begun or resumed.

8. Clause 14 of the Principal Agreement is deleted and the following clause substituted therefor:—

“ 14. So long as any licence issued hereunder remains in force the Treasurer shall not for a period of 25 years after the original grant of the licence to the Company cause suffer or permit any person firm company corporation authority or entity other than the Company (or the holder for the time being of the licence granted to the Company) to be granted in relation to the Southern Division of Tasmania or any part thereof a casino licence or other lawful authority to organise conduct or play any games the organising conducting or playing of which would otherwise be unlawful by reason of the provisions of the Racing and Gaming Act 1952 or any other statutory provision or rule of law.”

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

SIGNED SEALED AND DELIVERED by THE  
HONOURABLE DOUGLAS ACKLEY LOWE in the } DOUG LOWE  
presence of:—

E. R. THORP

THE COMMON SEAL of AUSTRALIAN NATIONAL  
HOTELS LIMITED was hereunto affixed by authority of } (L.S.)  
the Directors in the presence of:—

G. P. FARRELL, Director

D. EVANS, Secretary

**16**—(1) In the application of section 734 (9A) of the *Local Government Act 1962* to an appeal against a determination made by the corporation of the city of Hobart to which this section applies, the reference in that section to 60 days shall be read as a reference to 21 days.

Modification of section 734 (9A) of *Local Government Act 1962* in respect of appeals against certain determinations made by the corporation of the city of Hobart.

(2) This section applies to the following determinations made by the corporation of the city of Hobart:—

- (a) a determination made under section 734 (4) of the *Local Government Act 1962* in relation to an application made by Australian National Hotels Limited in 1981 for consent to the erection of a convention centre at Wrest Point in Tasmania;
- (b) a determination made under that section in relation to an application made by Australian National Hotels Limited in 1981 for consent to the erection of a new residential accommodation block at Wrest Point in Tasmania;
- (c) a determination made under that section in relation to an application made by Australian National Hotels Limited in 1981 for the carrying out of other works incidental to the works referred to in paragraph (a) or (b).

