

Western Australia

## **Casino (Burswood Island) Agreement Amendment Bill 2007**

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Western Australia

LEGISLATIVE COUNCIL

**Casino (Burswood Island) Agreement  
Amendment Bill 2007**

**A Bill for**

**An Act to amend the *Casino (Burswood Island) Agreement Act 1985*.**

The Parliament of Western Australia enacts as follows:

**s. 1**

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**1. Short title**

This is the *Casino (Burswood Island) Agreement Amendment Act 2007*.

**2. Commencement**

5 This Act comes into operation as follows:

- (a) sections 1 and 2 — on the day on which this Act receives the Royal Assent;
- (b) the rest of the Act — on the day after that day.

**3. The Act amended**

10 The amendments in this Act are to the *Casino (Burswood Island) Agreement Act 1985*\*.

[\* *Reprinted as at 5 April 2002.*

*For subsequent amendments see Western Australian Legislation Information Tables for 2006, Table 1, and Act No. 77 of 2006.]*

15

**4. Section 3 amended**

(1) Section 3 is amended in the definition of “the Agreement” as follows:

20

- (a) by inserting after paragraph (b)(iv) the following subparagraph —

“

- (v) the Eleventh Supplementary Agreement;

”;

25

- (b) after each of paragraphs (b)(i), (ii) and (iv) by inserting —

“ and ”.

- (2) Section 3 is amended by inserting after the definition of “the Eighth Supplementary Agreement” —

“

5                   “**the Eleventh Supplementary Agreement**” means  
                      the Eleventh Supplementary Agreement, a copy of  
                      which is set out in Schedule 12;

”.

5.           **Section 4E inserted**

After section 4D the following section is inserted —

10       “

4E.       **Eleventh Supplementary Agreement ratified and  
                  implementation authorised**

- 15           (1) The Eleventh Supplementary Agreement is ratified and  
                  its implementation is authorised.
- (2) Without limiting or otherwise affecting the application  
                  of the *Government Agreements Act 1979*, the Eleventh  
                  Supplementary Agreement is to operate and take effect  
                  despite any other Act or law.

”.

20       6.           **Schedule 12 inserted**

After Schedule 11 the following Schedule is inserted —

“

**Schedule 12 — Eleventh Supplementary Agreement**

[s. 3]

25                   **Casino (Burswood Island) Agreement**

**ELEVENTH SUPPLEMENTARY AGREEMENT**

**THIS AGREEMENT** made the 28<sup>th</sup> day of March 2007

**B E T W E E N :**

30           **THE HONOURABLE LJILJANNA RAVLICH MLC**, the  
Minister of the Crown for the time being charged with the

administration of the Control Act acting for and on behalf of the State of Western Australia and its instrumentalities from time to time (“**the State**”)

**AND**

5       **BURSWOOD NOMINEES LTD.** (ACN 078 250 307) of Burswood Entertainment Complex, Great Eastern Highway, Burswood in the State of Western Australia as trustee of the Burswood Property Trust (“**the Trustee**”)

**AND**

10       **BURSWOOD RESORT (MANAGEMENT) LIMITED** (ACN 009 396 945) of Burswood Entertainment Complex, Great Eastern Highway, Burswood in the State of Western Australia as manager of the Burswood Property Trust (“**the Manager**”).

**RECITALS:**

15       A.     The State, the Trustee (by virtue of the *West Australian Trustees Limited (Merger) Act 1989*) and the Manager (by virtue of a deed of retirement and appointment of manager made on 13 August 1990 and a deed of assumption and covenant made on 13 November 1991) are parties to an  
20       agreement dated 20 February 1985 ratified by and scheduled to the *Casino (Burswood Island) Agreement Act 1985* as amended by:

- (a)     the Supplementary Agreement made on 14 September 1987;
- 25       (b)     the Second Supplementary Agreement made on 3 May 1990;
- (c)     the Third Supplementary Agreement made on 13 November 1991;
- 30       (d)     the Fourth Supplementary Agreement made on 30 March 1992;
- (e)     the Fifth Supplementary Agreement made on 3 April 1995;

- 5
- (f) the Sixth Supplementary Agreement made on 22 June 1996;
- (g) the Seventh Supplementary Agreement made on 9 June 1997;
- (h) the Eighth Supplementary Agreement made on 18 June 2003;
- (i) the Ninth Supplementary Agreement made on 23 November 2005; and
- 10 (j) the Tenth Supplementary Agreement made on 2 November 2006,
- which agreement as so amended is referred to in this Agreement as **“the State Agreement”**.
- 15 B. The parties have agreed to further amend the State Agreement for the purpose of more efficiently or satisfactorily implementing or facilitating certain of its objectives.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions and Interpretation**

20 Words and expressions defined in the State Agreement when used in this Agreement have, unless the context otherwise requires, the same meanings as in the State Agreement and the provisions of clause 2 of the State Agreement as to interpretation apply to this Agreement.

**2. Variation and Operation**

- 25 (a) The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
- 30 (b) The provisions of this Agreement other than this clause and clause 1 shall not come into operation until the Bill referred to in sub-clause (a) has been passed by the Parliament of Western Australia and comes into operation as an Act.

- (c) On the said Bill commencing to operate as an Act, this Agreement shall operate and take effect according to its terms notwithstanding the provisions of any Act or law of Western Australia.

5           **3. Tenth Supplementary Agreement Effective**

Notwithstanding clause 2, this Agreement shall only operate and take effect if the Tenth Supplementary Agreement referred to in Recital A has taken effect in accordance with clause 5 of the State Agreement.

10           **4. Clause 2 amended**

Clause 2 of the State Agreement is amended by:

- (a) inserting after the definition of “Resort Site” the following definition —

15                           *“Rivers Management Minister” means the Minister of the Crown for the time being charged with the administration of the Swan and Canning Rivers Management Act 2006;”*; and

- (b) inserting after the definition of ““State” or “Western Australia”” the following definition —

20                           *“Swan and Canning Rivers and associated lands” means the areas detailed in Schedules 1 to 4 of the Swan and Canning Rivers Management Act 2006;”*.

**5. Clause 6 amended**

25           Clause 6 of the State Agreement is amended by deleting from subclause (1)(c) the following words:

- “(i) 2 natural persons from time to time nominated to the Minister by the Local Authority;
- (ii) 2 natural persons from time to time nominated to the Minister by the Manager;



(iii) 2 members from time to time nominated to the Minister by the Commission;

provided that if at any time the Local Authority, the Manager or the Commission shall fail to nominate persons for membership of the Board as and when required by the Minister the State may cause to be appointed as members of the Board such persons as the State thinks fit;"

and replacing them with the following:

(i) 1 natural person from time to time nominated to the Minister by the Local Authority;

(i) 1 natural person from time to time nominated to the Minister by the Manager;

(ii) 1 natural person from time to time nominated to the Minister by the Rivers Management Minister;

(iii) 2 natural persons from time to time nominated by the Minister, the Minister to nominate one of those persons as president for the time being of the Board,

provided that if at any time the Local Authority, the Manager or the Rivers Management Minister shall fail to nominate persons for membership of the Board as and when required by the Minister, or if the Minister shall fail to nominate persons for membership of the Board as and when required, the State may cause to be appointed as members of the Board such persons as the State thinks fit;"

**6. Clause 23 amended**

Clause 23 of the State Agreement is amended as follows:

(a) by deleting from sub-clause (1)(c) the following words —

*"The Board must apply moneys received under this paragraph solely for the purpose of performing the functions for which it was or is constituted and to be expended on or directly in relation to the Resort Site and the reasonable administration expenses of the Board."*

- (b) by inserting immediately after sub-clause (1)(c) the following sub-clause —

“(1A) *The Board must apply moneys received under clause 23(1)(c) for the following purposes:*

- 5 (a) *performing the functions for which it was or is constituted;*
- (b) *expenditure on or directly in relation to the Resort Site;*
- 10 (c) *expenditure on projects approved by the Rivers Management Minister for the protection and enhancement of ecological and community benefits and amenity of the Swan and Canning Rivers and associated lands; and*
- 15 (d) *expenditure on the reasonable administration expenses of the Board.”*

**7. Board composition continues**

20 To give effect to the parties’ agreement in clause 5 of this Agreement, the Board continues in the same form as it existed prior to the date of this Agreement and each person who was a member of the Board immediately before the date that this Agreement takes effect continues in office until the earlier of:

- (a) the expiry of that person’s current term as a member;
- (b) that person’s retirement from the Board as a member; or
- 25 (c) the date that person’s appointment as a member of the Board otherwise ceases for any reason,

at which time that member will be replaced with the relevant nominee under clause 6(1)(c)(i) or clause 6(1)(c)(ii) of the State Agreement (as appropriate) or, in the case of a member who had

30 been nominated by the Commission, by a nominee nominated by the Minister under clause 6(1)(c)(iv) of the State Agreement. The nominee of the Rivers Management Minister under clause 6(1)(c)(iii) of the State Agreement will be appointed

when the last member of the existing Board ceases to be a member for any reason.

AS WITNESS the execution of this Agreement by or on behalf of the parties the day and year first hereinbefore written.

5

SIGNED by **THE HONOURABLE LJILJANNA RAVLICH MLC** for and on behalf of the State of Western Australia in the presence of:

*J Nichols*  
.....  
Signature of witness

JON NICHOLS  
.....  
Name of Witness

*L Ravlich*  
.....  
Signature of THE HONOURABLE LJILJANNA RAVLICH

THE COMMON SEAL of the said **BURSWOOD NOMINEES LTD** (A.C.N. 078 250 307) was hereunto affixed by authority of the Board of Directors in the presence of:

*David Courtney*  
.....  
Signature of authorised person

Director .....  
Office held

DAVID COURTNEY  
.....  
Name of authorised person

*J Henwood*  
.....  
Signature of authorised person

Secretary .....  
Office held

JUSTINE HENWOOD  
.....  
Name of authorised person

*D.S.*

**s. 6**

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THE COMMON SEAL of )  
**BURSWOOD RESORT** )  
**(MANAGEMENT) LIMITED** )  
(ACN 009 396 945) was ) C.S.  
hereunto affixed by authority of )  
the Board of Directors in the )  
presence of:

*David Courtney* ) *J Henwood*  
..... )  
Signature of authorised person ) Signature of authorised person

Director ..... ) Secretary .....  
Office held ) Office held

DAVID COURTNEY ) JUSTINE HENWOOD  
..... )  
Name of authorised person ) Name of authorised person

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