

**STANDING COMMITTEE ON ESTIMATES AND  
FINANCIAL OPERATIONS**

**INQUIRY INTO THE PROVISION OF INFORMATION TO PARLIAMENT**

**TRANSCRIPT OF EVIDENCE  
TAKEN AT PERTH  
MONDAY, 21 MARCH 2016**

**SESSION ONE**

**Members**

**Hon Ken Travers (Chair)  
Hon Peter Katsambanis (Deputy Chair)  
Hon Liz Behjat  
Hon Alanna Clohesy  
Hon Rick Mazza**

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**Hearing commenced at 2.05 pm****Hon COLIN HOLT****Minister for Housing; Racing and Gaming, examined:**

**The CHAIR:** On behalf of Legislative Council Standing Committee on Estimates and Financial Operations, I would like to welcome you to today's hearing. I assume it is just yourself, so I do not need to ask whether you have understood and signed the "Information for Witnesses" sheet because as a member you do not need to. I do not think I need to remind you of the severe penalties that apply to persons misleading Parliament, but what I will point out is that the hearing is being recorded by Hansard and a transcript of the evidence will be provided to you. This is also a public hearing using the new broadcasting facilities as well. We will be the highest rating TV show this afternoon! The hearing is being held in public, although there is discretion available to the committee to hear evidence in private either of its own motion or at the witness's request. If for some reason you wish to make a confidential statement during today's proceedings, you should request that the evidence be taken in closed session before answering the question.

Did you wish to make an opening statement? If not, as you are aware, the committee has an inquiry on the provision of information to Parliament, and particularly the operations of section 82. One of the reasons we have asked for and appreciate your attendance today is to get an understanding from a minister's perspective on how they see those sections and clauses, and how they see their role in terms of providing information to Parliament. We appreciate very much your time. I have a series of questions and I will run through those on behalf of the committee, and then other members may at various points ask some further questions. We asked similar questions of Hon Michael Mischin, Attorney General, when he was here recently. Could you explain the process of advice you receive when considering the question of whether to disclose information to Parliament?

**Hon COL HOLT:** Yes. If a question comes on notice or even without notice and some notice given, obviously it goes back to my ministerial office, goes down to the department in question, and they come back with some advice about how to answer that question, which I review and either say, "Yes, and I am happy to sign and answer in that way", or send it back for more information. That is basically the process.

**The CHAIR:** Obviously you have mentioned the department, but are there other advisers who you use in this process?

**Hon COL HOLT:** People in my ministerial office. I will use my chief of staff and all the policy advisers responsible for each of the portfolios.

**The CHAIR:** The Auditor General, in a submission to us, listed the common reasons for why a ministerial decision was not reasonable or appropriate under a section 82 notice. He said —

A feature of many of these decisions was a lack of sufficient consideration of the issues by the agency advising the Minister.

Given that comment, how confident are you in your advisers?

**Hon COL HOLT:** Can you just say that again?

**The CHAIR:** Yes. This is the Auditor General in his advice to the committee —

A feature of many of these decisions was a lack of sufficient consideration of the issues by the agency advising the Minister.

**Hon COL HOLT:** I think most of the time I have responded to any questions put to me pretty fully and frankly. I can only think of one occasion or maybe two occasions—one when I was

a parliamentary secretary—when we never answered a question based on some other information. I think the only other one I did as a minister was around some commercial-in-confidence stuff. I accepted that advice on that occasion, and that is why I answered in such a way. But in terms of what Hon Michael Mischin, the Attorney General, was saying —

**The CHAIR:** That was the Auditor General.

**Hon COL HOLT:** Auditor General; sorry. I have probably have not had the need to consider what he said there because I have tended to answer every question that came across to me except for one that I can think of, anyway.

**The CHAIR:** The Auditor General also expressed concern about —

... inadequate documentation maintained by agencies to support advice given to the Minister, and on occasions, by inadequate explanation given to a Minister as to why information should not be provided.

What has been your experience in regard to those matters as a minister?

[2.10 pm]

**Hon COL HOLT:** Again, I think all my answers have been answered. I think the information I get from the agencies matches with my expectation of the question and the answer. It is only on that one occasion I think that I have agreed with some commercial-in-confidence situation. But I have not had to question that as much as I would think maybe other ministers may.

**The CHAIR:** Certainly in your portfolio you say there was one, but there was the One on Aberdeen development business case and eventually a redacted version of that was provided. There was the legal advice on the implications of the Point Peron project; I think that came under you.

**Hon COL HOLT:** That was one I answered on behalf of the Minister for Lands. I was parliamentary secretary at that point, and I guess I was taking advice from him and his department.

**The CHAIR:** Then the final one was regarding the capital cost agreed between the department and Fleetwood Corporation, so some of the issues around there —

**Hon COL HOLT:** The One on Aberdeen was before I was minister, I am pretty sure.

**The CHAIR:** I think it sort of stretched into your term. It might have started previously.

**Hon COL HOLT:** I am not sure.

**Hon ALANNA CLOHESY:** I think it was pre-minister, but I think you appeared before the committee as the parliamentary secretary on the One on Aberdeen.

**Hon COL HOLT:** Really? No; I have only been parliamentary secretary —

**The CHAIR:** Is the one you are referring to the contract with Fleetwood?

**Hon COL HOLT:** That is the one, yes. But for One on Aberdeen I was only parliamentary secretary for regional development and lands. I do not think I was water or housing at that point.

**Hon ALANNA CLOHESY:** One on Aberdeen was on 18 November 2013.

**Hon COL HOLT:** I think that was Minister Marmion, wasn't it? Maybe not; maybe. You might be right. But, again, I would have taken advice from the minister and his department.

**Hon ALANNA CLOHESY:** The one you can remember for the commercial-in-confidence answer, was a section 82 notice lodged on that one?

**Hon COL HOLT:** Did I lodge an 82 notice? I do not think I did, no.

**Hon ALANNA CLOHESY:** Okay. So in terms of the commercial-in-confidence and thinking about the advice you received on whether to answer that, just think about the advice. Were you

satisfied with the level and quality of advice about why it was commercial-in-confidence and what commercial-in-confidence meant?

**Hon COL HOLT:** Yes.

**Hon ALANNA CLOHESY:** The detail of the implications of why, if it was made public—was that provided to you?

**Hon COL HOLT:** Yes, I think the advice that I received pointed those sorts of things out in terms of in the middle of a contractual negotiation and arrangement, yes.

**Hon ALANNA CLOHESY:** Okay. So from your perspective—I am not asking you to divulge the advice on that particular case—what is acceptable to withhold information from the Parliament using the commercial-in-confidence reason?

**Hon COL HOLT:** Yes. If I could point to that example, I would say right in negotiations, in terms of terms of agreement —

**Hon ALANNA CLOHESY:** In the middle of negotiations?

**Hon COL HOLT:** Yes, and we were changing over, I think, at that point of time, from an interim agreement to a final agreement, and negotiations were occurring and I think, in my view, that was right to keep that confidential.

**Hon ALANNA CLOHESY:** Have you ever thought about, or maybe just give me a response to, if you were to provide an answer to the Parliament that it was commercial-in-confidence and give the reasons for the commercial-in-confidence—for example, in the middle of negotiation or moving from an interim agreement to—given a description of why the commercial-in-confidence was relevant for that particular point in time, what would you think about that? Would you think about doing that?

**Hon COL HOLT:** Yes, and I am not sure about if you have my answer there or not, on that occasion, but I thought I maybe had done that in my answer, but—I think I did, did I not?

**The CHAIR:** You did say that the authority advises that the content of the document likely contains the private information of a third party entity comprising commercial-in-confidence material sensitive to a participant in the—hang on, no, that is the one on Aberdeen.

**Hon COL HOLT:** If you mean in terms of reasoning, yes, probably.

**Hon ALANNA CLOHESY:** Yes. So sometimes there is a description and sometimes there is not about why, but generally, unprompted, would you think about giving a reason? Would you give a reason why commercial-in-confidence was being applied?

**Hon COL HOLT:** Potentially, yes. I could not say I could do it blanketly because of the sometimes nature of, especially, the Housing Authority's business, but potentially yes, but I would not say completely at every occasion.

**Hon ALANNA CLOHESY:** If you thought about doing it and think that that is a good idea to explain commercial-in-confidence or some other reason, why do you think it is a good idea to provide that type of reason to the Parliament?

**Hon COL HOLT:** Because it is Parliament and I have been asked a question so I should try to answer it, but also understand sometimes the necessity of not revealing all information at particular times.

**Hon ALANNA CLOHESY:** Because of sensitivities?

**Hon COL HOLT:** Yes.

**The CHAIR:** In terms of the decision-making you—actually, before I move on to those, when you were a parliamentary secretary, and you have that benefit of being both, did you ever see that you

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had a role to make any decision to ensure the Parliament was informed, or did you rely solely on the advice from the minister acting on behalf of the agency?

**Hon COL HOLT:** No, I often sent answers back and said, “I don’t think this is quite right”, or, “You’d better find me some more information about this, because it doesn’t sound quite right”, but I often questioned it, yes. But still, even though I did that, I had to rely on the answer from the minister’s office.

**The CHAIR:** Yes, I understand that, having been there myself, but it is important that the parliamentary secretaries still make sure they challenge those issues to make sure they are fully informed of the answers.

**Hon COL HOLT:** Yes, agreed.

**The CHAIR:** Is there any internal documentation you were given to assist you to make a decision? As an example, have you got documents that help define what is commercial-in-confidence, commercially sensitive or in the public interest? Do you have any internal documents that you rely on or advice that has been given to help you make that decision as the minister?

**Hon COL HOLT:** I would say not specifically, but if answering a question, I often get notes for myself as part of that question, to inform me around that answer, and that may have contained some of that information you are talking about.

**The CHAIR:** So that is a briefing note from the agency?

**Hon COL HOLT:** Well, it sometimes comes in with a question, but I would not say I have had anything specific around knowing those definitions of commercial-in-confidence or anything specifically, only amendments or addendums to my answers for my own information.

**The CHAIR:** So that is on a case-by-case basis—advice regarding that specific issue rather than a more general sort of view about what is commercial-in-confidence or commercially sensitive or in the public interest?

**Hon COL HOLT:** Yes. I would say yes.

**The CHAIR:** All right. In that sense, there are no formal principles that are relied upon by you or your agency, it is very much a case-by-case assessment?

**Hon COL HOLT:** I would say it is case-by-case, but obviously when it comes to—again, to give my best example around commercial-in-confidence, it is the clear understanding that when you are in the middle of a contract negotiation, there is the potential for the need to be confidential, so I think there is a bit of a guiding principle in there, too, that you apply to each case rather than a case by case.

**The CHAIR:** Right. But there is no written form.

**Hon COL HOLT:** Not in my sense.

[2.20 pm]

**The CHAIR:** Obviously, that is the negative side of why it should not be released. Is there any weight given to the positive impacts of disclosure?

**Hon COL HOLT:** Sorry, can you just say that again?

**The CHAIR:** We have talked about a number of reasons why something should not be disclosed. When you sit down to make a decision whether or not to disclose something, is there any weight given to the positive impacts of disclosure; so, what might be the public benefit or public interest in disclosing the information?

**Hon COL HOLT:** Yes. I think I do that with just about every answer that you disclose because of the public interest and the member from within Parliament wants to know the answer; so, yes, I think I can see that.

**The CHAIR:** But apart from just the desire of members of Parliament to know, which I accept is very important, do you ever look at what might be other public interest benefits of disclosure of contracts and the like; and, if so, what are some of the things that you would consider in that regard?

**Hon COL HOLT:** When I say disclose to a member of Parliament, I also clearly recognise the disclosure to the public because that is the public forum; and, again, contracts or whatever, if it needs to be tabled for Parliament and the public benefit, it will be. But it needs to be done with the right timing in terms of potentially putting at risk any negotiations and taking that into account. I would say that I do take into consideration the benefit to the public in terms of disclosing and answering any questions.

**The CHAIR:** But are there particular issues that you think are important in terms of the positive benefits of disclosure?

**Hon ALANNA CLOHESY:** Are there any principles or things that you think weigh —

**Hon COL HOLT:** It is a balancing act, isn't it, as you would appreciate—balancing between informing the public of the information that has been requested and the operations of government with the balance between the sensitivity of the information that needs to be disclosed or cannot be disclosed, if you like. I think that is the balancing act between it.

**The CHAIR:** The question I have here is: once you receive departmental advice, take us through the process of how you then make a decision either for or against disclosure, but I think you have pretty much covered that, unless you want to add anything else to that.

**Hon COL HOLT:** No, I do not think so.

**The CHAIR:** In starting the process, do you ask yourself the question: what can I do to ensure the information can be disclosed at a later point in time if Parliament wants to ask for it?

**Hon COL HOLT:** Yes, I would say so. I have only got really one or two examples for you guys to go on where I have had no —

**The CHAIR:** Yes, but I guess what I am asking—this is also about contracts and when contracts are being negotiated, trying to negotiate them. As an example, FESA told us in a submission that it endeavours to ensure that any agreement executed by or on behalf of the department does not in any way inhibit the provision of information to the Parliament. Do you seek to have your agency write their contracts—I understand your point about the need for confidentiality whilst they are being negotiated, but do you write contracts with an aim for them to be disclosed once they are finalised? Are you trying to encourage an outcome that would seek disclosure rather than writing contracts in a way that either all or parts of them will continually be kept confidential?

**Hon COL HOLT:** I do not know. I endeavour to ensure that all information is provided as much as possible. How contracts are written or developed or agreed to in terms of giving me the ability to do that, I probably cannot answer because there are probably potentially some issues within contracts that may never need to be disclosed—I do not know. But my approach to it is to try to disclose as much information as I can and, in terms of the Housing Authority or other portfolios I am responsible for, take some advice from them in terms of that contract development and negotiation.

**The CHAIR:** The point I am trying to get to is that it often comes down to how you start the process when you get the initial negotiation of the contract and making it clear to the contractors that the intention is to disclose it all and that they need to clearly define any parts that they would want kept confidential and justify that at the very early stage rather than going through and then looking back, rather than actually making it part of the process at the beginning. Is that something that you —

**Hon COL HOLT:** I understand what you are saying.

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**The CHAIR:** I understand you cannot interfere in the specifics of a contract, but you can certainly set the policy parameters of what you expect of your agency.

**Hon COL HOLT:** I understand what you saying, and I probably have not got—I am not a contract lawyer or anything like that to actually completely understand the range of contracts that agencies enter into to be able to, say, give them instructions to say, “You’d better write this in a way that can be disclosed down the track.” I just do not have that breadth of knowledge around those specific circumstances or differences in contracts. All I have is my commitment and ability to disclose to Parliament as much as I can.

**Hon RICK MAZZA:** So, with the contracts, on what you just said, that the department or departments that you are minister for enter into, how much input do you actually have in those contracts themselves? Is it none? So, basically, the department prepares them, briefs you on them and then —

**Hon COL HOLT:** The Housing Authority obviously is a very big beast and has a broad range of activities, and they run all those processes; it is not my role to direct them in terms of contract outcomes, I do not believe, and, from my perspective as the minister, it is about policy settings and outcomes you want to see delivered in those policy settings. The Housing Authority’s role then is to deliver on some of those policies settings in a way that manages their own contracts.

**Hon RICK MAZZA:** Most commercial contracts will have a fairly standard confidentiality clause in them; they come off the word processor with a pretty standard clause. In your case, you are saying you do not really have much control over the construction of those contracts, so there would actually need to be a policy change within government for there to be a change to the way that those contracts are constructed; would that be a fair comment?

**Hon COL HOLT:** I do not know about that. How far does a minister want to get involved in contract negotiations? If that is what you are asking, it is not something that I envisage I will get involved in at all. Mine is about policy settings more than anything, and I do not think it is a policy setting around how a contract is written; it is a policy setting around the outcome for delivering from government or a community outcome or whatever.

**Hon RICK MAZZA:** I probably worded that poorly. I do not mean the policy of the department; I mean the government itself in the way that it constructs contracts for different departments. It really needs to go back there —

**Hon COL HOLT:** Do you mean the government?

**Hon RICK MAZZA:** — for the way that those contracts are constructed to maybe question those confidentiality clauses when they are being written.

**Hon COL HOLT:** I cannot answer that.

**Hon RICK MAZZA:** So that goes back outside the department.

**Hon COL HOLT:** I cannot answer that.

**Hon RICK MAZZA:** Thanks, Chair.

**The CHAIR:** I think that is what we are after—the policy. I understand you cannot get involved in the individual specifics of a contract; it would be a dangerous thing if ministers are down there writing the contracts for the agency.

**Hon COL HOLT:** I would be sitting in front of a different committee if I did that!

**The CHAIR:** Yes. I do not think it would be a called a committee! But I do think there is a role for setting the processes of whether or not—setting a clear policy agenda for an agency that you want contracts to be written in a way that allows full disclosure, or the only thing that should be would be certain types of information. Do you have any view about whether particular types of information should not be disclosed?

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**Hon COL HOLT:** I think that comes down to commercial-in-confidence and third party reasons if there is reason not to disclose, but they would be the guiding principles in my mind and, I guess, maybe some personal information obviously that is not necessary in the public realm.

**The CHAIR:** But in terms of commercial-in-confidence, for instance, a private company may not want the disclosure of the hourly rate that they bid, and yet there would be strong arguments that certainly once you are negotiating that, maybe not, but once the contract is signed, why the rate, and the hourly rate or the capital cost or any of those financial details should not be made public. Can you see any examples where it would not be in the public interest for those rates to be made public because, from the private sector point of view, they would love no-one to know how much they are getting paid, but there is clearly a public interest in that being released?

**Hon COL HOLT:** I guess maybe that is a bit about timing and all that too, and how long the contract goes for and whether it gets renegotiated in a shorter period than in a longer period, and then having some of that information out in the public realm may not be in the best interests of the negotiations in the future. Those sorts of things have to be taken into account.

[2.30 pm]

**The CHAIR:** This may be one that you can go back to your agency about, based on what you have said. In terms of contracts, are the issues around confidentiality decided on a case-by-case basis, or is there a generic position that the agency adopts? Do you know?

**Hon COL HOLT:** I do not know. I would say it is a case-by-case basis. That would be my —

**The CHAIR:** Maybe it is something you are happy to chase up with your agency and just come back to us on that?

**Hon COL HOLT:** Yes, I certainly can, but I would assume it is a case-by case basis, from what I know.

**The CHAIR:** If you could chase that up with your agency, I would appreciate it, and also what relevant and irrelevant considerations they take into account when doing that, unless you have got any comment on that at the moment.

[*Supplementary Information No A1.*]

**The CHAIR:** I know you have given us one example of a document that you withheld, but are there any occasions when you decide against the recommendation of your advisers? Can you think of any case where you have been advised to keep something confidential, and you have decided to release it?

**Hon COL HOLT:** I am sure there is, actually, but what the specific examples are I probably could not tell you. But, like I said, whenever any question comes to me I make sure that we answer it to the best of our ability, and I have often gone back to review the answers that we are provided with.

**The CHAIR:** If you are happy to go back and look at that—obviously I am not asking you to go back into your time as a parliamentary secretary, because I know how hard that is, and I am not asking you to search for days through your records, but if you are able to go back and check, I think it is useful for this committee to know that there are examples where there are claims to keep it confidential, and I think it actually helps us to be able to get some examples where ministers have actually said “No, I do think this should be made public” as opposed to—we always see the ones where you have kept them confidential.

**Hon COL HOLT:** I will try.

**The CHAIR:** Whatever you are able to provide about examples you are able to give us where it was recommended to keep it confidential but you took the decision to release the information. Again, there may be reasons why you want us to keep that confidential, but I think it would help inform the committee if we could see the full range.

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**Hon COL HOLT:** I will look back and I will try to do that.

[*Supplementary Information No A2.*]

**Hon PETER KATSAMBANIS:** Can I turn that question around, and ask whether there have been any instances where you made the decision that any advice to release information may not be suitable, and you made a decision personally —

**Hon COL HOLT:** Not to disclose, do you mean?

**Hon PETER KATSAMBANIS:** To not disclose?

**Hon COL HOLT:** No.

**The CHAIR:** In terms of your decision-making, how influential is a written request from the other contracting party for confidentiality? Again, it may be that you will argue that this is hypothetical in light of there being only the one, but what weight would you place on a request from a contracting party for confidentiality?

**Hon COL HOLT:** I would take it into consideration, absolutely. If it is the deciding factor or not, I do not know, but I think, in terms business relationships and contractual relationships, it has got to be considered.

**The CHAIR:** Does the state, or your agency in this case, ever insist on confidentiality in contracts? Are the confidentiality clauses put in at the request of the state, or at the request of the contracting party? I am happy if you want to take that on notice as well, to talk to your agency.

**Hon COL HOLT:** I would probably have to.

**The CHAIR:** The follow-up question to that would be: if so, what would be the circumstances where it would be at the agency's request that the confidentiality clauses be included, and some examples?

**Hon COL HOLT:** I would probably have to take that on notice, given the range of different portfolio responsibilities. I am responsible for Racing and Wagering Western Australia as well, so there is a whole range of issues in that. I will take that on notice and see what we can do.

[*Supplementary Information No A3.*]

**The CHAIR:** Once a contract has been completed, or an arrangement terminated, is it ministerial or departmental practice to disclose that information?

**Hon COL HOLT:** Can you just slowly repeat that?

**The CHAIR:** Once a contract has been completed or terminated, or the arrangement terminated, so has come to an end in some form, is it ministerial or departmental practice to disclose that information, or would you see the confidentiality continuing beyond the completion of the contract?

**Hon COL HOLT:** I would say it is a case-by-case situation. I think the example I have is that we did disclose in terms of one we did, but I think it is a case-by-case thing.

**The CHAIR:** The next question is: have there been any cases where commercial-in-confidence information has been inadvertently released, and where a party has suffered some disadvantage from that—either deliberately or inadvertently disclosed, and that that has caused some sort of disadvantage to a third party, or a party, government or private sector?

**Hon COL HOLT:** I am not aware of that occurring.

**The CHAIR:** The Auditor General has commented publicly that providing information to a parliamentary committee, even with a request that it be kept confidential, requires the minister to relinquish responsibility to that committee for the confidentiality of that information. What is your view on that comment?

**Hon COL HOLT:** Basically, you are saying that if I provide you guys in-house evidence, it is up to you then to decide if you make it public or not. I know that is how it operates now, does it not?

**The CHAIR:** Yes, but is that something that causes you fear, giving it to a committee? Do you think committees act irresponsibly in releasing information?

**Hon COL HOLT:** Not particularly, no. I would say that if I did not want to disclose information, I probably would not.

**The CHAIR:** I guess that what that leads to is the question of whether or not it is possible for agencies to provide an unredacted version of the contract and a redacted version and say, “I am happy to provide the unredacted version for the information of committee members and ask that it be kept confidential, and here is a redacted version that we can make public.”

**Hon COL HOLT:** I would say—the committee can do what it wants, can it not? It is a good question about future committees as well, in disclosing information that has been delivered in previous Parliaments or previous committees as well. There is another question about how it gets dealt with then, because the power lies within the committee. It could be a request, but the committee itself will make the decision about how it uses information. I think there is some caution there.

**The CHAIR:** I know that in this committee we have always been very cautious about releasing information. Even if we think information needs to be released, we have never done it without engaging with the ministers to try to negotiate something about what can and cannot be released. Is that your view about committees or would you hold a view that committees would act irresponsibly—that is probably not the right word?

**Hon COL HOLT:** My experience with committees, and having served on one for four years is pretty much the same—there is respect about information provided, and even in-house and in camera evidence provided is all treated pretty confidentially and with respect. While it is easy to answer when you are part of the committee, it is a bit different when you are not. It is still the committee’s decision, and their authority to do whatever they like with the information, is it not?

**Hon ALANNA CLOHESY:** In your experience as minister or parliamentary secretary, have you ever thought about looking at a piece of information and saying, “I know, I’ll give them the full copy, but ask for a public copy to be redacted in this way”, so directing advice to the committee about what can be made public and must remain private?

**Hon COL HOLT:** Have I ever thought about it?

**Hon ALANNA CLOHESY:** Yes, have you ever looked at something and thought, “Well, maybe some of that can be released, but not all of it.”

**Hon COL HOLT:** I do not know that I have ever had that situation arise, when I have had the information provided and taken the advice on whether to release it or not, what my thoughts are on it. I do not think I have been put in that situation.

**Hon ALANNA CLOHESY:** Were you aware that that would have been a possibility, though?

**Hon COL HOLT:** As a minister? Yes, probably.

[2.40 pm]

**The CHAIR:** I am coming to a close; I have a few more questions. Section 81(a) and (b) of the FM act, I am not sure if you are aware of those or whether you need me to read them out to you.

**Hon COL HOLT:** Is it 82(a)?

**The CHAIR:** Section 81(a) and (b) states —

The Minister and the accountable authority of an agency are to ensure that —

(a) no action is taken or omitted to be taken; and

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(b) no contractual or other arrangement is entered into,

by or on behalf of the Minister or agency that would prevent or inhibit the provision by the Minister to Parliament of information concerning any conduct or operation of the agency.

The question I ask is: how do you reconcile the inherent tension between your executive duty to take actions or enter into contracts and arrangements with your ministerial duty to provide the Parliament with information if requested?

**Hon COL HOLT:** Yes, it is a tricky one. I guess I rely on the advice of my office and the advice from the department in that respect.

**The CHAIR:** Would you say it has been a difficult exercise for you, that reconciliation?

**Hon COL HOLT:** I do not know if I have had too many occasions to think about the reconciliation of it, but I can definitely see it as an issue and a challenge if it comes up regularly.

**The CHAIR:** Obviously, you cannot think of any examples, from the sounds of it.

**Hon COL HOLT:** Not particularly.

**The CHAIR:** As a new minister, were you offered any education, training or mentoring in how to reconcile these competing duties?

**Hon COL HOLT:** No.

**The CHAIR:** I guess I wanted to finally ask around a live issue. I guess the classic upcoming one in your portfolio will be the potential sale of your loan book. How will you reconcile providing information to the Parliament and the public about the financial benefits of that loan book sale prior to entering into a contract and selling the loan book, at which point it is a foregone conclusion? Does the public have a right to know what the benefits of that sale and that contract will be before you enter into it, or do you think we need to wait until the conclusion of that sale to find out, at which point it is too late, if the public do not agree to have an input into it?

**Hon COL HOLT:** I guess I am going to rely on advice that I get from those agencies in that sense, given that they are going to be the ones at the forefront of negotiation around that. I am going to have to rely on their advice that comes back to me in terms of the level of disclosure.

**The CHAIR:** But do you think the public have a right to know what the benefits of the sale are prior to the contract and the negotiations being commenced?

**Hon COL HOLT:** If it does not put at risk those benefits. Obviously, there are going to be some benefits to the state, but you do not want to put the benefits at risk by disclosing it necessarily in some of the detail.

**The CHAIR:** How would disclosing the benefits put the benefits at risk?

**Hon COL HOLT:** I guess if it is around maybe not Keystart itself, but if any other contract was around with the potential of a dollar price or a cost per delivery of a service, or whatever it might be, potentially it could change the outcome. I would need to take some advice on it, but I would be cautious, I think.

**The CHAIR:** Yes. But then how does the public have a right to review that before you start the process of selling it if you cannot explain, prior to the sale, what the benefits of selling it would be? I understand your point about getting down to a specific price, but more generally what the benefits of a sale would be.

**Hon COL HOLT:** Well, general benefits you mean?

**The CHAIR:** Yes. There might be some clues for you for some questions this week!

**Hon COL HOLT:** I understand what you are saying. I guess the general benefits you can, but I guess the detail of it is a lot more difficult.

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**The CHAIR:** I can understand you might not want to disclose the reserve price that you are looking for, but more generally what you would see as the potential benefits if the price was right.

**Hon COL HOLT:** I think it is about the benefits to the state and the benefits to the community. If it did not jeopardise the potential delivery of those benefits, then you would seriously consider it.

**The CHAIR:** The committee will email the transcript of evidence, which includes the questions you have taken on notice highlighted on the transcript, to you in the next couple of days. The corrected transcript will be requested to be returned within five working days of receipt. The answers to questions taken on notice will be requested to be returned by Thursday, 31 March. Should you be unable to meet this due date, please advise the committee in writing as soon as possible. The advice is to include specific reasons as to why the due date cannot be met.

Again, on behalf of the committee, I thank you very much for your attendance today.

**Hearing concluded at 2.44 pm**

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