
**Casino (Management Agreement) (Amendment)
Act 1996
Act No.**

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A BILL

to amend the **Casino (Management Agreement) Act 1993** and for other purposes.

Casino (Management Agreement) (Amendment) Act 1996

The Parliament of Victoria enacts as follows:

1. *Purpose*

The purpose of this Act is to ratify a fourth deed of variation to the management agreement for the Melbourne Casino.

2. *Commencement*

This Act comes into operation on the day on which it receives the Royal Assent.

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3. *Principal Act*

In this Act, the **Casino (Management Agreement) Act 1993** is called the Principal Act.

No. 94/1993.
Reprinted to
No. 89/1995
and
subsequently
amended by
No. 17/1996.

4. *Amendment of definitions*

In section 4 of the Principal Act—

- (a) in the definition of "the Agreement", after "third Deed of Variation" **insert** "and the fourth Deed of Variation";
- (b) after the definition of "the third Deed of Variation" **insert**—

' **"the fourth Deed of Variation"** means the deed of variation to the management agreement for the Melbourne Casino Project, a copy of which is set out in Schedule 5.'

5. *Insertion of new section 6D*

After section 6C of the Principal Act **insert**—

"6D. Ratification of the fourth Deed of Variation

- (1) The fourth Deed of Variation is ratified and takes effect as if it had been enacted in this Act.
- (2) The Agreement is amended as provided in the fourth Deed of Variation.
- (3) A reference in clause 2.2 of the fourth Deed of Variation to the coming into operation of the Bill is deemed to be a reference to the commencement of the **Casino**

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**(Management Agreement) (Amendment)
Act 1996."**

6. Amendment of section 7

In section 7(2) of the Principal Act, after "6C(1)"
insert "or 6D(1)".

7. Insertion of Schedule 5

After Schedule 4 to the Principal Act **insert**—

'SCHEDULE 5

**FOURTH DEED OF VARIATION TO THE MANAGEMENT
AGREEMENT**

MELBOURNE CASINO PROJECT

DEED dated 7 November 1996

BETWEEN **THE HONOURABLE ROGER M. HALLAM MLC**, the
Minister of the Crown for the time being administering the
Casino Control Act acting for and on
behalf of the State of

Victoria (**'State'**)

AND **CROWN LIMITED ACN 006 973 262** with its registered
office at Level 1, 99 Queensbridge Street,
Southbank,
Victoria (**'Company'**)

RECITALS

A. The State and the Company entered into an agreement dated 20
September 1993 ratified by and scheduled to the *Casino (Management
Agreement) Act 1993* (**'Management Agreement'**).

B. The Management Agreement has been varied by:

(a) a deed of variation dated 14 November 1994 ratified by and
scheduled to the *Casino (Management Agreement) Act*
1994;

(b) a deed of variation dated 12 October 1995 ratified by and
scheduled to the *Casino (Management Agreement) (Further
Amendment) Act 1995*; and

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(c) a deed of variation dated 3 June 1996 ratified by and scheduled to the *Gaming Acts (Amendment) Act 1996*.

C. The parties have agreed to further vary the Management Agreement as provided in this document.

AGREEMENT**1. Definitions**

Unless the context otherwise requires or the contrary intention appears, terms defined in the *Casino Control Act* or the Management Agreement have the same meaning when used in this document.

2. Ratification and operation of provisions

2.1 Subject to the New Drawing (as defined in clause 3) being authorised by the Minister under section 16 of the *Casino (Management Agreement) Act 1993*, a minister of the State must introduce and sponsor a Bill in the Parliament of Victoria to ratify this document as soon as reasonably practicable after its execution.

2.2 Clause 3 of this document shall come into operation once:

- (a) the Bill referred to in clause 2.1 has come into operation as an Act; and
- (b) the period for disallowance under section 16 of the *Casino*

(Management Agreement) Act 1993 has expired without the changes to the Drawings contemplated by the New Drawing (as defined in clause 3) being disallowed.

2.3 Clauses 1, 2, 4, 5, 6 and 7 of this document shall come into operation on the date of this document.

2.4 If the conditions in clause 2.2 are not satisfied by 31 December 1996 or such later date agreed by the parties, this document other than clause 5 will terminate. Following such termination neither party shall have any claim against the other with respect to any matter or thing antecedent to or arising out of or done, performed, or omitted to be done or performed under this document.

3. Variation of Management Agreement

Subject to the New Drawing (as defined below) being authorised by the Minister under section 16 of the *Casino (Management Agreement) Act 1993*, and to the payment by the Company to the State of the amount referred to in clause 4.1, the State and the Company agree to vary the Management Agreement in the following manner:

- (a) Part 4.0 of Schedule 5 is varied to the extent necessary so that the Off-Site Works in Queensbridge Square must be constructed in accordance with the drawing designated '93000 ASK-0326-Revision 2' and initialled for the

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purposes of identification by the State's Nominated Representative and the Company ('**New Drawing**'); and
(b) Part 7.0 of Schedule 5 is varied to the extent necessary so that the Off-Site Works in the Clarendon Street Plaza must be constructed in accordance with the New Drawing.

4. Payment to the State

4.1 In consideration of the State agreeing to amend the Management Agreement in the manner provided in clause 3, the Company agrees to pay to the State \$469,750 ('**Payment**') on the date of this document.

4.2 The Payment will be paid by the State into a Trust Account established under Part 4 of the *Financial Management Act 1994* in order that the principal and interest shall be applied by the State to works for the general improvement of facilities in the Melbourne Casino area.

4.3 If the Company fails to make the Payment on the due date, without prejudice to any other right or remedy arising because of that failure, the Company must pay to the State interest (calculated daily) on the amount in default (including accrued interest) at the Default Rate for the period from the due date until payment is made (including all interest due under this clause).

4.4 A breach by the Company of this clause 4 shall be taken to be a breach of the Management Agreement for the purposes of clause 25.2 of the Management Agreement.

4.5 If clause 3 of this document does not come into operation and this document (other than clause 5) therefore terminates, the State shall refund to the Company the amount paid to the State under this clause 4 within 5 Business Days after such termination.

5. Force Majeure Event

The Company acknowledges that none of the negotiation, preparation and execution of this document, its ratification under clause 2 or any of the circumstances relating to or giving rise to the creation of this document has or will cause or create any Government Action or Force Majeure Event.

6. Confirmation of other terms

6.1 The parties acknowledge and confirm that except as varied by this document the terms and conditions of the Management Agreement remain in full force and effect.

6.2 Without limiting clause 6.1, the Company acknowledges and confirms that:

(a) subject to clause 16.3 of the Management Agreement, the

Company shall be liable for liquidated damages under clause 17 of the Management Agreement if the Melbourne

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Casino is not Completed and open for business by the Completion Date; and

- (b) the Company must comply with the requirements of clause 13.1 of the Management Agreement in relation to materials, fittings, equipment and workmanship utilised in carrying out the construction of the Melbourne Casino Complex.

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7. General provisions

Clauses 33 and 35 to 40 (inclusive) of the Management Agreement apply to this document as if expressly included in this document.

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EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
))
ROGER M. HALLAM MLC for) **ROGER M. HALLAM**
))

and on behalf of the State of Victoria in the presence of

TIMOTHY P HENDER
Signature of witness

THE COMMON SEAL of **CROWN**)
)) **LS**
LIMITED is affixed in accordance with its)
articles of association in the presence of)

ANTHONY SEYFORT **B J HAMILTON**
Secretary Director "



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By Authority. Government Printer for the State of Victoria.

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