

Statement of Wade Raymond Birch

I, **Wade Raymond Birch**, Chairman of Stewards, of Racecourse Road Deagon, in the State of Queensland, state as follows:

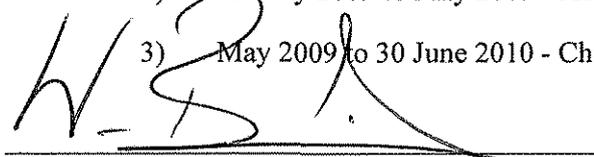
Employment history

- A. I am the Chairman of Stewards for the Queensland All-Codes Racing Industry Board, trading as Racing Queensland (**Racing Queensland**). I was appointed to this position on 1 July 2012 by Racing Queensland's predecessor body, Racing Queensland Limited (**RQL**). I was retained in this position by Racing Queensland.
- B. Prior to my appointment as the Chairman of Stewards of RQL, I was employed by RQL as the Chief Stipendiary Steward (Thoroughbreds) for the period 1 July 2010 to 30 June 2012.
- C. Prior to the amalgamation of the greyhound, thoroughbred and harness control bodies on 1 July 2010, I was employed by Queensland Racing Limited (**QRL**), the control body for Thoroughbred racing, as Acting Chief Steward for the period January 2009 to May 2009. I was appointed to the position of Chief Steward in May 2009. Prior to January 2009, I was employed by QRL as a Senior Steward for the period 1 July 2006 to January 2009.
- D. I was employed by the Queensland Thoroughbred Racing Board, QRL's predecessor, as a Senior Steward for the period 6 March 2006 to 30 June 2006.
- E. Before joining the Queensland Thoroughbred Racing Board, I was employed as a Stipendiary Steward for Harness Racing Victoria from 2005 to 2006. Prior to that, I was employed by the Queensland Principal Club (and its predecessor entities), firstly as a Cadet Stipendiary Steward, and then as a Stipendiary Steward. I was employed by the Queensland Principal Club in this capacity until 2005.

Employment during the Relevant Period

F. During the period 1 January 2007 to 30 April 2012, I held the following positions:

- 1) 1 January 2007 to January 2009 - Senior Steward - QRL;
- 2) January 2009 to May 2009 - Acting Chief Steward - QRL;
- 3) May 2009 to 30 June 2010 - Chief Steward - QRL; and



Wade Raymond Birch



Witness

4) 1 July 2010 to 30 April 2012 - Chief Stipendiary Steward (Thoroughbreds) - RQL.

For the purposes of this statement, I will refer to the roles described in 2 to 4 above as being the role of "Chief Steward".

Notice from the Commission

G. Attachment "WRB-[1]" is a copy of a Requirement to Provide Written Statement Notice dated 16 July 2013 (**Notice**) directed to me from the Queensland Racing Commission of Inquiry (**Commission**) and received under cover of a letter from the Commission dated 16 July 2013 and received on 16 July 2013 (RQL.130.001.0046). This Statement is provided in response to the Notice.

Access to records

H. For the purposes of responding to the Notice and preparing this Statement I have, in my position as Chairman of Stewards of Racing Queensland, had access to:

- 1) the capital expenditure records and the records of the Stewards Department;
- 2) the licensing records retained by Racing Queensland; and
- 3) personnel files relevant to staff under by supervision,

to obtain information to provide a response to the Notice. Unless otherwise stated, the matters set out in this Statement are based on my own knowledge or the information derived from the above sources. I have necessarily relied on officers of Racing Queensland to assist me in preparing this Statement.

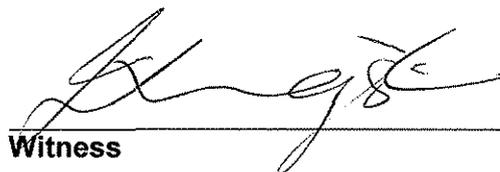
I. I have only had access to the capital expenditure records and the records of the Stewards Department from 1 July 2012. Prior to that time, until the date of his resignation, Mr Orchard had control of those records.

Roles and responsibilities

J. In the period from the commencement of my time as Chief Steward until his resignation, Mr Orchard was my direct superior as the Director of Integrity for, firstly, QRL, and then RQL.



Wade Raymond Birch



Witness

- K. In my role as Chief Steward, I was responsible for the conduct of the race meetings and any necessary investigations relating to those race meetings. That responsibility rested solely with me and the stewards I directly controlled.
- L. Mr Orchard was responsible for non-race day investigations as well as having responsibility for such areas as capital expenditure and human resources issues. In relation to race day inquiries, Mr Orchard had no role in conducting those inquiries.
- M. I set out below my responses to each of the questions set out in the Notice.

Question 1. CONTRACT MANAGEMENT AND FINANCIAL ACCOUNTABILITY
(paragraph 3(a) of the Terms of Reference)

1.1 In respect of the procurement, contract management and financial accountability of the Relevant Entities during the Relevant Period what were the:

- (a) policies;*
- (b) processes;*
- (c) guidelines; and*
- (d) measures which were used to ensure contracts which were awarded delivered value for money.*

1.2 In respect of the policies, processes, guidelines and measures were they adhered to?

1.3 Events surrounding all contractual arrangements between the Relevant Entities and Contour Consulting Engineers Pty Ltd ("Contour") including those contracts where Contour was contracted to manage contracts on behalf of the Relevant Entities.

1.4 In respect of contracts which were entered into between the Relevant Entities and Contour:

- (a) Whether each contract was underpinned by procurement practices;*
- (b) Whether, for each contract, payment policies and processes:*
 - (i) were implemented; and*
 - (ii) were adhered to.*

1. I am not aware of the contents of the purchasing policies, processes or guidelines with respect to purchasing activities undertaken by either RQL or QRL.
2. From time to time, I was approached for my comments on items such as:
- (a) the installation of new tie-up stalls at Eagle Farm;
 - (b) the acquisition of new barrier stalls; and
 - (c) access to race tracks for contractors carrying out construction work at race tracks.



Wade Raymond Birch



Witness

3. In such instances I provided technical advice only. For example, with respect to the installation of the new tie-up stalls at Eagle Farm, I advised about the appropriate size of the swabbing stalls. In relation to the new barrier stalls, I provided comments from a safety perspective in relation to the types of stalls available on the market.
4. I also recall that, on one occasion, I was asked to attend a meeting about the Toowoomba Race Track (prior to the construction of the synthetic track) to give guidance to the contractors about operational issues such as access and safety. This was necessary because the inside training track was being used by trainers during the construction phase. I was not asked to comment on the appropriateness of contracts, nor whether those contracts were in accord with the purchasing policies of RQL/QRL. I had no role in reviewing quotations for work undertaken by RQL/QRL in the period 1 January 2007 to 30 April 2012.
5. My only limited involvement with outside procurement was that, from time to time, I would form an opinion that an operational dispute would require the retention of barristers in order to give the stewards independent assistance and advice. During the period 1 January 2007 to 30 April 2012, I would consult with Mr Orchard in relation to the retention of the barristers. I had no role in their payment and if I received an account, I would pass that account to Mr Orchard, who I believe would have processed the account.
6. I had no role with respect to the negotiation or the completion of the contracts between RQL/QRL and Contour.

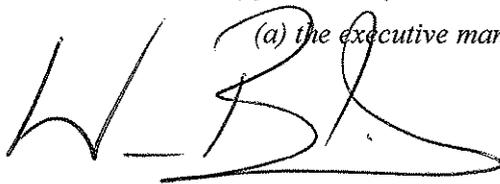
Question 2. MANAGEMENT (paragraph 3(b) of the Terms of Reference)

2.1 As to the Relevant Entities during the Relevant Period, the

- (a) management policies;
 - (b) management processes;
 - (c) management guidelines; and
 - (d) workplace culture and practices
- that were in place and whether each one:
- (a) ensured integrity; and
 - (b) was adhered to.

2.2 The involvement of the boards or members of the boards of the Relevant Entities in the exercise of functions of:

- (a) the executive management team; and



Wade Raymond Birch



Witness

(b) other key management personnel, including the company secretary and those involved in integrity matters.

7. As the Chief Steward, I was responsible for the stewards under my control. I was aware of and implemented the management policies and processes directly related to my work.
8. With respect to those policies and processes, I ensured adherence to those policies and consider that they were appropriately followed.
9. In respect of RQL, I am aware of the following management policies, processes and guidelines, and workplace culture and practices that were in place during the relevant period:
 - (a) the Employee Handbook (RQL.124.005.0016);
 - (b) the Code of Conduct (RQL.003.001.0741); and
 - (c) my Employment Agreement dated 1 July 2010 (RQL.002.001.0102).

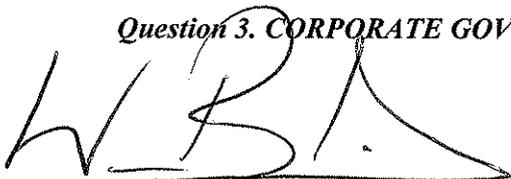
Attachments "WRB-[2]" to "WRB-[4]" are copies of the abovementioned documents.

10. In respect of QRL, I am aware of the following management policies, processes and guidelines, and workplace culture and practices that were in place during the relevant period:
 - (a) the Employee Handbook (RQL.109.006.0835);
 - (b) the Code of Conduct and Ethics (RQL.109.006.0053); and
 - (c) my Employment Agreement dated 13 August 2009 (RQL.134.003.0001).

Attachments "WRB-[5]" to "WRB-[7]" are copies of the abovementioned documents.

11. It is my recollection that training did occur for the stewards in relation to various policies. I recall that the training was arranged by Mr Orchard and his staff. Although it can be difficult to get stewards to training due to the demands of attending race meetings, it is my recollection that the stewards did attend the training that was offered.
12. During the period 1 January 2007 to 30 April 2012, I can recall no incident where any member of the Board sought to interfere with any part of my decision making process.

Question 3. CORPORATE GOVERNANCE *(paragraph 3(c) of the Terms of Reference)*



Wade Raymond Birch



Witness

3.1 *The corporate governance arrangements of Racing Queensland Limited in the **Relevant Period**.*

3.2 *Whether Racing Queensland Limited and its **Officers** operated and acted:*

- (a) with integrity;*
- (b) in accordance with the company's constitution;*
- (c) in the best interests of the company;*
- (d) in the best interests of the racing industry;*
- (e) consistently with policies made pursuant to sections 81 and 83(2) of the Racing Act 2000 by the Relevant Entities which were current during the Relevant Period;*
and
- (f) consistently with legislation including the Racing Act 2000 and the Corporations Act 2001.*

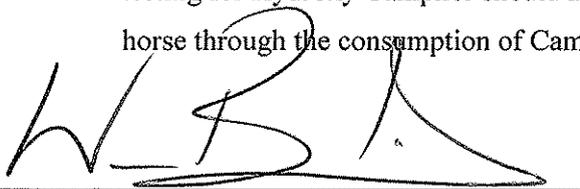
3.3 *In the **Relevant Period** were there in place policies, rules and procedures within Racing Queensland Limited to:*

- (a) identify and manage conflicts of interest; and*
- (b) minimise the risk of directors and executives improperly using their position and information for personal or financial gain.*

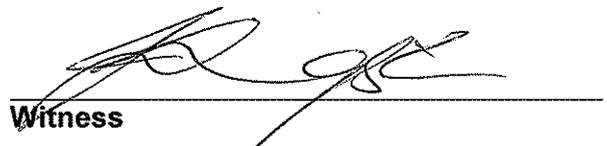
3.4 *Within Racing Queensland Limited during the **Relevant Period** were there in place terms of employment in contracts restraining former directors and executives from seeking employment with Racing Queensland Limited's contractors and suppliers.*

Governance issues

- 13. During my tenure as Chief Steward, I consider that the operations of the stewards, in their various race day and non-race day functions, were always conducted with integrity, in the best interests of the racing industry and in accordance with the procedures laid down by the *Racing Act 2002 (Qld)* and the Rules of Racing.
- 14. During my time as Chief Steward, I am aware of two instances where I received advice from Mr Orchard as Director of Integrity as to opinions held on integrity issues by the organisation.
- 15. In the first instance, I recall that the Board of QRL became involved in a decision to remove from routine testing the substance Hydroxy Camphor. I was aware of the decision given by the Board but was not involved in the Board's deliberations.
- 16. I am aware that Mr Orchard, as Director of Integrity, put a paper to the Board that routine testing for Hydroxy Camphor should no longer occur as the substance can be ingested by a horse through the consumption of Camphor Laurel leaves. Attachment "**WRB-[8]**" is a copy



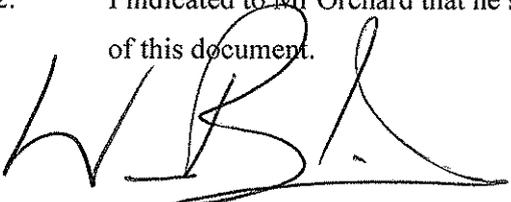
Wade Raymond Birch

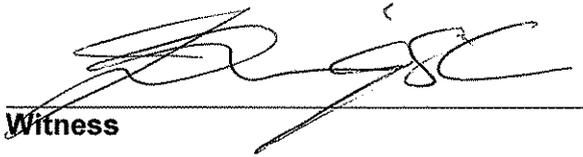


Witness

of Mr Orchard's Board paper "Testing for Hydroxycamphor " for the meeting held on 6 February 2009 (RQL.101.003.1928).

17. I have a recollection that a number of positive swabs occurred in the vicinity of the stables on Weetwood Street in Toowoomba. A number of Camphor Laurel trees were in the vicinity of these stables and a leading Toowoomba veterinarian, Mr Lindsey McNaught, considered the cause of the positive swabs to be the ingestion of the Camphor Laurel leaves.
18. Whilst I was not directly involved in the preparation of the Board paper, I did not have any concerns with the contents of the paper. As Chief Steward, I was still permitted to direct swabbing for Hydroxy Camphor if a suspicion arose that a preparation containing this substance was in use in the industry.
19. At the time of this decision by the Board, I am aware that Mr Mark Webb, a trainer, who trained his horses in this vicinity, was subject to an investigation as a result of a discrepancy in a sample taken from one of his horses to Hydroxy Camphor. As a result of the Board's decision, I received an email from Mr Orchard that directed that the investigation of Mr Webb by the stewards was not to proceed. Attachment "WRB-[9]" is a copy the email from Mr Orchard dated 6 February 2009 (RQL.134.003.0012).
20. In the second instance, I recall that a matter involving the trainer, Mr Richie Stephenson, was brought to the attention to the stewards. Mr Stephenson had sold a horse on behalf of an owner for \$5,000, but only paid the owner \$4,000. During the course of an investigation by the stewards, the stewards determined that Mr Stephenson had indeed received \$5,000 but only paid the owner \$4,000. Mr Stephenson claimed he was entitled to keep the remaining \$1,000 to account for his expenses.
21. During the conduct of this investigation, I recall that I was approached by Mr Orchard. Mr Orchard indicated to me that there was a substantial amount of money being spent to attract new owners to the sport of horse racing and that this incident could have a negative effect on the ability RQL to achieve its goal of attracting new owners to the sport. Accordingly, Mr Orchard considered the behaviour of Mr Stephenson to be quite serious.
22. I indicated to Mr Orchard that he should provide his views in writing. I cannot locate a copy of this document.


Wade Raymond Birch


Witness

23. The stewards' decision was appealed by Mr Stephenson to the First Level Appeals Committee, and then by the stewards to the Racing Appeals Tribunal of Queensland (**Tribunal**). The issue before the Tribunal was one of jurisdiction. The Tribunal held that the sale of a racehorse in the circumstances of the matter was not a matter within the scope of Rules and that the stewards did not have the power to deal with the matter (*Stewards of Queensland Racing Limited v Stephenson* [2009] QRAT 16). Attachment "WRB-[10]" is a copy of the Tribunal's decision (RQL.134.003.0037).

Conflict of interest issues

24. I am aware from my role as Chief Steward that conflicts of interest can occur in relation to the procedures conducted by QRL/RQL. I recall that at the commencement of their employment, stewards would be required to sign a conflict of interest declaration relating to his/her relationship with any other licensed person. As Chief Steward, I would be consulted about practically how conflicts would be extinguished.
25. For example, from time to time, stewards stand down when other family members are participating in race events, such as if a steward had a son or daughter who was a jockey riding in a race at a meeting they were supervising, that steward would stand down from any role in the supervision of that race.

Question 4. OVERSIGHT BY THE MINISTER, THE EXECUTIVE GOVERNMENT, THE CHIEF EXECUTIVE (paragraph 3(d) of the Terms of Reference)

4.1 Oversight of the operations of the **Relevant Entities** in the **Relevant Period** by:

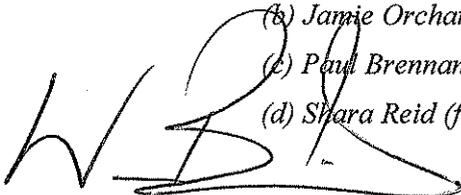
- (a) the responsible Minister;
- (b) the Executive Government; and
- (c) the Chief Executive.

26. I cannot comment on the matters raised in question 4 of the Notice.

Question 5. EMPLOYMENT CONTRACTS: TUTTLE, ORCHARD, BRENNAN, REID (paragraph 3(c) of the Terms of Reference)

5.1 The events surrounding the renegotiation of employment contracts in 2011, for the following senior executives of Racing Queensland Limited:

- (a) Malcolm Tuttle;
- (b) Jamie Orchard;
- (c) Paul Brennan; and
- (d) Shara Reid (formerly Murray).



Wade Raymond Birch



Witness

5.2 The events surrounding the payouts made under the abovementioned contracts on the voluntary termination in March 2012 of the employment of:

- (a) Mr Tuttle;
- (b) Mr Orchard;
- (c) Mr Brennan; and
- (d) Ms Reid.

5.3 The actions of the directors and senior executives of Racing Queensland Limited referred to in paragraph 5.1 and 5.2 hereof and:

- (a) the responsibilities;
- (b) duties; and
- (c) legal obligations of those persons.

27. I cannot comment on the matters raised in question 5 of the Notice.

Question 6. QUEENSLAND RACE PRODUCT CO LIMITED and TATTS GROUP
(paragraph 3(f) of the Terms of Reference)

6.1 The operations of the **Relevant Entities** in the **Relevant Period** with respect to the arrangements between Queensland Race Product Co Limited and Tatts Group (formerly UNiTAB) concerning fees paid by Tatts Group for Queensland wagering on interstate races through TattsBet ("**Fee Arrangements**").

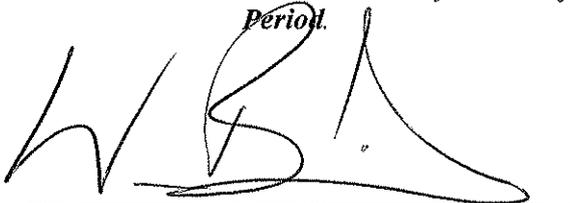
6.2 How Queensland Race Product Co Limited responded to the introduction of race information fees.

6.3 Whether there was legal or other expert advice obtained by the boards of the **Relevant Entities** as to the effect on fees payable by the Tatts Group to Queensland Race Product Co Limited as a consequence of race information fees being introduced.

6.4 Any action taken or not taken as a consequence of the legal or other expert advice and whether there were reasons for taking or for not taking action in accordance with the advice.

6.5 When the race information fees were introduced or at any other time in the **Relevant Period**, whether the directors and senior executives of the **Relevant Entities** acted in relation to the **Fee Arrangements**:

- (a) in good faith;
- (b) consistently with their responsibilities;
- (c) consistently with their duties and legal obligations; and
- (d) in the best interests of the company or companies of which they were directors or senior executives.
- (e) Whether the actions of the directors and/or senior executives of the **Relevant Entities** relating to the **Fee Arrangements** were influenced by a conflict of interest when the race information fees were introduced or at any other time in the **Relevant Period**.



Wade Raymond Birch



Witness

6.6 Whether, in relation to the **Fee Arrangements**, the directors and the senior executives of the **Relevant Entities** used their position to gain a personal advantage when the race information fees were introduced or at any other time in the **Relevant Period**.

28. I cannot comment on the matters raised in question 6 of the Notice.

Question 7. FUNDS TRANSFER IN FEBRUARY 2012: QUEENSLAND GOVERNMENT TO RACING QUEENSLAND LIMITED INFRASTRUCTURE TRUST ACCOUNT
(paragraph 3(g) of the Terms of Reference)

7.1 Events surrounding the approved transfer of funds by the Queensland Government to the Racing Queensland Limited Infrastructure Trust Account in February 2012.

7.2 The basis upon which the transfer of funds was made.

7.3 Was any influence exercised by directors of Racing Queensland Limited in relation to having the transfer made.

29. I cannot comment on the matters raised in question 7 of the Notice.

Question 8. ANY OTHER RELEVANT MATTER

8.1 Any other matter relevant to the Commission's Terms of Reference.

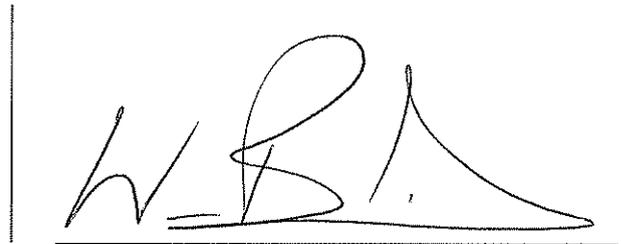
30. I have no other comment to make.

31. I make this statement conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1867* (Qld).

Dated 2 August 2013

Signed and declared by Wade Raymond Birch at
Brisbane in the State of Queensland
this 2nd day of August 2013
Before me:


Signature of person before whom the declaration is made


Signature of declarant

Tyri Kingston, Solicitor of the Supreme Court of Queensland.
Full name and qualification of person before whom the declaration is made


Wade Raymond Birch


Witness

Queensland Racing
Commission of Inquiry

2234396 - R1

16 July 2013

Mr Wade Birch
C/- Clayton Utz
GPO Box 55
BRISBANE QLD 4001

Dear Mr Birch

**REQUIREMENT TO PROVIDE WRITTEN STATEMENT TO RACING
COMMISSION OF INQUIRY**

Please find enclosed a notice requiring you to give written information in a statement to the Queensland Racing Commission of Inquiry established by the *Commissions of Inquiry Order (No. 1) 2013*.

The statement is to be provided to the Commission on or before 2 August 2013, at the place and in the manner specified in the notice.

If you require further information, clarification or assistance, please contact (at first instance) the Commission's Secretary, Joanne Bugden, on 1300 763 087.

Yours sincerely



Commissioner
The Hon. Margaret White AO



QUEENSLAND RACING COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950
Section 5(1)(d)

REQUIREMENT TO GIVE INFORMATION IN A WRITTEN STATEMENT

To: Mr Wade Birch
Of: C/- Clayton Utz, GPO Box 55, BRISBANE QLD 4001

I, **THE HONOURABLE MARGARET WHITE AO**, Commissioner appointed pursuant to *Commissions of Inquiry Order (No. 1) 2013* to inquire into certain matters pertaining to racing in Queensland ("the Commission") require you to give a written statement to the Commission pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* in regard to your knowledge of the matters set out in the Schedule annexed hereto.

YOU MUST COMPLY WITH THIS REQUIREMENT BY:

Giving a written statement prepared either in affidavit form or verified as a statutory declaration under the *Oaths Act 1867* and in accordance with the Practice Guideline (which is published on the Commission website at www.racinginquiry.qld.gov.au) to the Commission on or before 2 August 2013, by delivering it to the Commission at Level 1, 50 Ann Street, BRISBANE, or to the Commission's secretary at PO Box 12369, George Street, BRISBANE, or electronically to info@racinginquiry.qld.gov.au.

If you believe that you have a reasonable excuse for not complying with this notice, for the purposes of section 5(2)(b) of the *Commissions of Inquiry Act 1950* you will need to provide evidence to the Commission in that regard by the due date specified above.

DATED this eight day of July 2013

The Hon. Margaret White AO
Commissioner
Queensland Racing Commission of Inquiry

SCHEDULE

Commission of Inquiry Act 1950

1. **CONTRACT MANAGEMENT AND FINANCIAL ACCOUNTABILITY** (paragraph 3(a) of the Terms of Reference)
 - 1.1 In respect of the procurement, contract management and financial accountability of the *Relevant Entities (defined below)* during the *Relevant Period (defined below)* what were the:
 - (a) policies;
 - (b) processes;
 - (c) guidelines; and
 - (d) measures which were used to ensure contracts which were awarded delivered value for money.
 - 1.2 In respect of the policies, processes, guidelines and measures were they adhered to?
 - 1.3 Events surrounding all contractual arrangements between the *Relevant Entities* and Contour Consulting Engineers Pty Ltd ("*Contour*") including those contracts where Contour was contracted to manage contracts on behalf of the *Relevant Entities*.
 - 1.4 In respect of contracts which were entered into between the *Relevant Entities* and *Contour*:
 - (a) Whether each contract was underpinned by procurement practices;

(b) Whether, for each contract, payment policies and processes:

- (i) were implemented; and
- (ii) were adhered to.

2. MANAGEMENT (paragraph 3(b) of the Terms of Reference)

2.1 As to the *Relevant Entities* during the *Relevant Period*, the

- (a) management policies;
- (b) management processes;
- (c) management guidelines; and
- (d) workplace culture and practices

that were in place and whether each one:

- (a) ensured integrity; and
- (b) was adhered to.

2.2 The involvement of the boards or members of the boards of the *Relevant Entities* in the exercise of functions of:

- (a) the executive management team; and
- (b) other key management personnel, including the company secretary and those involved in integrity matters.

3. CORPORATE GOVERNANCE (paragraph 3(c) of the Terms of Reference)

3.1 The corporate governance arrangements of Racing Queensland Limited in the *Relevant Period*.

- 3.2 Whether Racing Queensland Limited and its *Officers* operated and acted:
- (a) with integrity;
 - (b) in accordance with the company's constitution;
 - (c) in the best interests of the company;
 - (d) in the best interests of the racing industry;
 - (e) consistently with policies made pursuant to sections 81 and 83(2) of the *Racing Act 2000* by the Relevant Entities which were current during the Relevant Period; and
 - (f) consistently with legislation including the *Racing Act 2000* and the *Corporations Act 2001*.
- 3.3 In the *Relevant Period* were there in place policies, rules and procedures within Racing Queensland Limited to:
- (a) identify and manage conflicts of interest; and
 - (b) minimise the risk of directors and executives improperly using their position and information for personal or financial gain.
- 3.4 Within Racing Queensland Limited during the *Relevant Period* were there in place terms of employment in contracts restraining former directors and executives from seeking employment with Racing Queensland Limited's contractors and suppliers.

4. **OVERSIGHT BY THE MINISTER, THE EXECUTIVE GOVERNMENT, THE CHIEF EXECUTIVE** (paragraph 3(d) of the Terms of Reference)

4.1 Oversight of the operations of the *Relevant Entities* in the *Relevant Period* by:

- (a) the responsible Minister;
- (b) the Executive Government; and
- (c) the Chief Executive.

5. EMPLOYMENT CONTRACTS: TUTTLE, ORCHARD, BRENNAN, REID
(paragraph 3(c) of the Terms of Reference)

5.1 The events surrounding the renegotiation of employment contracts in 2011, for the following senior executives of Racing Queensland Limited:

- (a) Malcolm Tuttle;
- (b) Jamie Orchard;
- (c) Paul Brennan; and
- (d) Shara Reid (formerly Murray).

5.2 The events surrounding the payouts made under the abovementioned contracts on the voluntary termination in March 2012 of the employment of:

- (a) Mr Tuttle;
- (b) Mr Orchard;
- (c) Mr Brennan; and
- (d) Ms Reid.

5.3 The actions of the directors and senior executives of Racing Queensland Limited referred to in paragraph 5.1 and 5.2 hereof and:

- (a) the responsibilities;
- (b) duties; and
- (c) legal obligations of those persons.

6. QUEENSLAND RACE PRODUCT CO LIMITED and TATTS GROUP (paragraph 3 (f) of the Terms of Reference)

6.1 The operations of the *Relevant Entities* in the *Relevant Period* with respect to the arrangements between Queensland Race Product Co Limited and Tatts Group (formerly UNITAB) concerning fees paid by Tatts Group for Queensland wagering on interstate races through TattsBet ("*Fee Arrangements*").

6.2 How Queensland Race Product Co Limited responded to the introduction of race information fees.

6.3 Whether there was legal or other expert advice obtained by the boards of the *Relevant Entities* as to the effect on fees payable by the Tatts Group to Queensland Race Product Co Limited as a consequence of race information fees being introduced.

6.4 Any action taken or not taken as a consequence of the legal or other expert advice and whether there were reasons for taking or for not taking action in accordance with the advice.

6.5 When the race information fees were introduced or at any other time in the *Relevant Period*, whether the directors and senior

executives of the *Relevant Entities* acted in relation to the *Fee Arrangements*:

- (a) in good faith;
- (b) consistently with their responsibilities;
- (c) consistently with their duties and legal obligations; and
- (d) in the best interests of the company or companies of which they were directors or senior executives.
- (e) Whether the actions of the directors and/or senior executives of the *Relevant Entities* relating to the *Fee Arrangements* were influenced by a conflict of interest when the race information fees were introduced or at any other time in the *Relevant Period*.

6.6 Whether, in relation to the *Fee Arrangements*, the directors and the senior executives of the *Relevant Entities* used their position to gain a personal advantage when the race information fees were introduced or at any other time in the *Relevant Period*.

7. FUNDS TRANSFER IN FEBRUARY 2012: QUEENSLAND GOVERNMENT TO RACING QUEENSLAND LIMITED INFRASTRUCTURE TRUST ACCOUNT (paragraph 3(g) of the Terms of Reference)

7.1 Events surrounding the approved transfer of funds by the Queensland Government to the Racing Queensland Limited Infrastructure Trust Account in February 2012.

7.2 The basis upon which the transfer of funds was made.

7.3 Was any influence exercised by directors of Racing Queensland Limited in relation to having the transfer made.

8. ANY OTHER RELEVANT MATTER

8.1 Any other matter relevant to the Commission's Terms of Reference.

GLOSSARY

Officers - means:

- the directors of Racing Queensland Limited;
- the executive management team of Racing Queensland Limited;
- other key management personnel of Racing Queensland Limited;
- the company secretary of Racing Queensland Limited.

Relevant Entities – means:

- Racing Queensland Limited
 - before July 2010: Queensland Racing Limited, Greyhounds Queensland Limited and Queensland Harness Racing Limited;
 - before July 2008: Greyhound Racing Authority and Queensland Harness Racing Board;
- entities controlled by Racing Queensland Limited or the other entities mentioned above, including Queensland Race Product Co Limited.

Relevant Period means 1 January 2007 to 30 April 2012.

Terms of Reference: the terms of reference for the Commission are contained in *Commissions of Inquiry Order (No. 1) 2013* which is available on the Commission's website at www.racinginquiry.qld.gov.au/.

INFORMATION TO ADDRESSEE

YOU MUST COMPLY WITH THIS SUMMONS OR NOTICE

Pursuant to sections 5 and 7 of the *Commissions of Inquiry Act 1950* ("the Act"), a failure without reasonable excuse to comply with this summons or notice, and (if summonsed to give evidence) a failure to continue to attend as required by the Commissioner until excused from further attendance, constitutes an offence which carries a maximum penalty of 200 penalty units or 1 year's imprisonment. Non-compliance with this summons or notice may result in a warrant being issued for your arrest.

LEGAL REPRESENTATION

You may be legally represented at a Commission hearing, if you first obtain leave from the Commissioner. The procedure for seeking such leave is set out in the Initial Practice Guidelines available on the Commission's website at www.racinginquiry.qld.gov.au.

IF THIS NOTICE REQUIRES YOU TO GIVE A STATEMENT OR ANSWER QUESTIONS

Pursuant to section 14 of the Act, a person attending before the Commission is not entitled to remain silent upon being required to give evidence, refuse or fail to answer any question they are required by the Commissioner to answer, or refuse or fail to produce any thing that the person has been summonsed or required to produce, on the ground that to do otherwise would or might tend to incriminate the person.

Pursuant to section 14A of the Act, a statement or disclosure made by any witness in answer to any question put to the witness by the Commission or the Commissioner shall not be admissible in evidence against the witness in any civil or criminal proceedings save for any proceedings for contempt or in relation to the offences specified in section 22 of the Act.

IF THIS NOTICE REQUIRES YOU TO PRODUCE A DOCUMENT OR THING

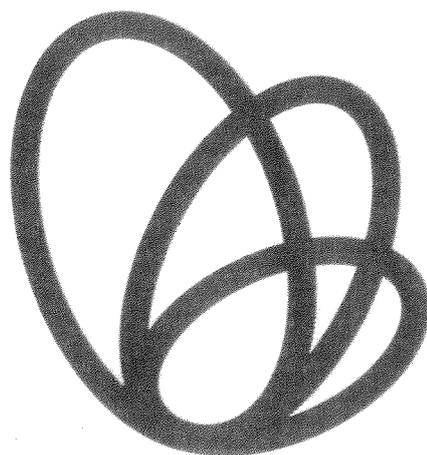
You must bring the stated document or thing to the Commission, if the stated document or thing is in your possession, custody or control. You must produce the document or thing to the Commission, unless you have a reasonable excuse. A claim of privilege, other than legal professional privilege, is not a reasonable excuse. However, legal professional privilege is not a reasonable excuse if the privilege is waived by any person (including you) who has authority to waive it.

PROTECTIONS AND ALLOWANCES FOR A WITNESS

Every witness attending before the Commission has the same protection and the same liability as a witness would in any action or trial in the Supreme Court of Queensland.

Pursuant to section 23 of the Act, penalties apply to any employer who dismisses an employee from employment, or prejudices him or her in their employment because the employee appeared as a witness before the Commission.

Pursuant to section 24 of the Act, a person attending a Commission hearing under summons is entitled to be paid the allowances and expenses as allowed by regulation or by the Commissioner.



RACING QUEENSLAND

EMPLOYEE HANDBOOK

TABLE OF CONTENTS

WELCOME TO RACING QUEENSLAND LIMITED	<u>33</u>
INTRODUCTION TO RQL	<u>44</u>
Who We Are.....	44
What We Stand For.....	44
Where We Come From; The History of Racing.....	44
ROLE OF RQL AND INDUSTRY STRUCTURE.....	<u>88</u>
Our Organisational Structure.....	99
Our Departments.....	1040
WORKPLACE CONDITIONS AND BENEFITS.....	<u>1144</u>
Training and Development	1144
Career Opportunities	1144
Performance Reviews.....	1144
Remuneration Reviews	1144
Communication.....	1242
Company Mobile Phones	1343
Company Motor Vehicles	1343
Company Equipment and Property	1444
Social Activities.....	1444
WorkLife NAB.....	1444
Gym Facilities.....	1444
Employee Records.....	1444
Reimbursement of Expenses	1444
POLICIES AND PROCEDURES.....	<u>1646</u>
Code of Conduct	1646
Workplace Health and Safety	1747
Smoking, Drugs and Alcohol	1747
Personal Presentation.....	1848
Working Hours.....	1848
Leave Entitlements	1848
Payroll.....	2124
Privacy.....	2222
Information Technology	2222
Discrimination and Workplace Harassment.....	2323
Grievance Procedure.....	2525
Confidentiality and Intellectual Property.....	2525
Performance Counselling	2626
Termination of Employment	2626
EMPLOYEE DECLARATION	<u>2828</u>

WELCOME TO RACING QUEENSLAND LIMITED

It is with pleasure that we welcome you to the Racing Queensland Limited (RQL) team.

Racing occupies a vital place in Queensland's cultural and sporting life. It also makes an important contribution to the state's economy; generating jobs, fostering tourism and creating wealth throughout Queensland. As a RQL employee, you will be part of the ongoing development of an increasingly professional racing industry.

RQL aims to offer its employees interesting, fulfilling and rewarding work in an exciting and dynamic industry. In return, RQL expects the highest standards of professionalism, diligence and integrity.

This handbook has been designed to help you better understand the organisation and to provide a summary of the principles for which RQL stands, information about our values, how we behave and how we work with other people; the benefits to which you are entitled; the policies and procedures affecting your employment; and the undertakings and commitments of RQL and its employees.

This handbook should be read in conjunction with our policies, including human resource policies and procedure manual and your employment agreement or letter of offer.

You should read, understand, and comply with all provisions of the employee handbook. If you do not understand any information contained in the handbook, or if you have any questions concerning the policies or benefits outlined in the handbook, it is important that you speak with your manager.

I look forward to a long and happy association with you as a member of the RQL team.

Yours sincerely

Malcolm Tuttle
Chief Executive Officer

INTRODUCTION TO RQL

Who We Are...

RQL is the control body for racing in Queensland. We coordinate, manage and regulate the industry by:

- ⌘ Administering the Rules of Racing.
- ⌘ Implementing sound policies.
- ⌘ Enforcing standards of safety and integrity.
- ⌘ Licensing industry participants.
- ⌘ Licensing race clubs and monitoring their activities and performance.
- ⌘ Monitoring the condition of racecourses and working with race clubs to ensure courses are developed to a suitable standard.
- ⌘ Commissioning and undertaking research and promotional activities.
- ⌘ Administering industry funding and commercial agreements.
- ⌘ Representing the Queensland racing industry on national bodies.

What We Stand For...

Our Mission

To further enhance the quality and integrity of racing in Queensland.

Our Values

RQL recognises that our people make the difference and that we need to attract, develop and retain good people. Five values underpin our work:

- ⌘ **Professional and Ethical** – at all times we are professional and ethical in our dealings with stakeholders and colleagues.
- ⌘ **Results-Orientated** – we ensure that our day-to-day activities are consistent with and contribute to achieving our goals.
- ⌘ **Teamwork** – we work as a team to deliver the best solutions for our stakeholders, recognising and rewarding both team and individual contributions.
- ⌘ **Customer Service Excellence** – we strive to serve our customers with excellence.
- ⌘ **Balance Between Professional and Personal Life** – we recognise that people are our main asset so achieving a balance between professional and personal time is in the best interest of individuals and the organisation.

Where We Come From; The History of Racing...

Thoroughbred racing has a rich and colourful history in Australia that can be traced back to the earliest days of colonisation by Europeans. Seven horses arrived with the first fleet in 1788, when horses played a vital role in everyday life as a mode of transport, beasts of burden and as a form of recreation.

With horses so important in the colony, it did not take long for the competitive spirit to test the speed of horses and the skill of riders and Australia's first organised horse race is recorded as taking place at Batmans Hill in New South Wales in 1838. Four years later, Australia's first race club, the Australian Jockey Club, was established.

The following year, 1843, saw Queensland's first organised racing meeting held at Coorparoo. However, it was not until 1863 that the Queensland Turf Club was formed and 1865 until the club hosted Queensland's first official race meeting.

Before this, the first trotting race was held in Australia with a sports meeting conducted at Parramatta on 30 April, 1810. Reports suggest that Miss Kitty prevailed on the day in good style. At the time, good carriage horses were able to cover the 15 mile journey from Parramatta to Sydney in less than 60 minutes.

In 1891 the Australian greyhound industry was on the move with the National Coursing Association of NSW established. Two years later the first greyhound meeting was held in Queensland at Allora on the Darling Downs.

With the growth of racing, and the federation of the colonies into the Australian nation, came the need to introduce standardised rules for conducting thoroughbred racing. By 1912 the principal clubs that controlled racing in each state had agreed on the Australian Rules of Racing.

Racing is all about champions and Queensland has produced some truly great horses and the Queensland racing public has witnessed history being made at the track. In 1946, Bernborough, arguably Queensland's greatest horse, won 15 successive events, including the Doomben Double. In 1961, a record crowd farewelled the great Tulloch at the Brisbane Cup; and in 1973, Gunsynd, the Goondiwindi Grey immortalised by Slim Dusty, was farewelled at Doomben.

From a harness racing standpoint, it is doubtful there has been one better than Queensland's Blakes A Fake the winner of a record four (4) Inter Dominion Pacing Championships and \$4.2 million in stakes.

Racing in Queensland has a record of innovation, often placing it at the cutting edge of the development of the sport and industry of racing. In 1878, the world's first totalisator was unveiled at Ipswich, west of Brisbane. In 1901, the year of federation, "electric light racing" commenced at the Gabba in Brisbane's east. In 1962 following Victoria's lead, off-course betting was legalised through the Queensland TAB. Apart from providing a legal form of off-course betting, the TAB provided a source of income for race clubs and revenue for government.

TAB Queensland has grown from humble beginnings to become a billion-dollar operation. Today computers are such a part of mainstream life that it seems incredible that it was not until 1977 that the TAB took its first automated telephone bet and 1980 that it introduced computerised betting. In 1999, the Queensland Government approved privatisation of the TAB. Today the organisation is at the forefront of information technology.

In October 1983, the redeveloped Albion Park was opened with a 'state of the art' 5/8th of a mile left handed circuit and a purpose built grandstand that housed the renown 'Silks Restaurant' most famous for its seafood smorgasbord.

The formation of the TAB began a process of liberating racing from the confines of racecourses and taking it to the public wherever they were. In 1986, Sky Channel began broadcasting races live to Queensland hotels and clubs. By 1991, racing had its own radio station, 4TAB, to serve the Queensland public with live race coverage and racing information. Three years later, telephone betting with bookmakers was legalised.

After racing at the Gabba since 1972, the Brisbane Greyhound Club opened its doors at Albion Park in 1993.

For much of its history, women were marginalised or excluded from the racing industry but by the late 1970s this had begun to change. Pam O'Neill successfully lobbied the Queensland Turf Club to license women as strappers and jockeys and in 1979 she won her licence, making her the first woman jockey in Australia. On her first day riding, Pam created a world record for any jockey, male or female, when she rode a treble at Southport. Today women are successful jockeys, stable hands, trainers and veterinarians and occupy key positions in racing industry administration and marketing.

Along with its proud record of leading industry development and producing champions, Queensland also shares the dubious distinction of being the venue for one of racing's most notorious incidents. On 18 August 1984, an open-class sprinter, Bold Personality, was substituted for an ordinary country horse. The Fine Cotton ring-in was uncovered by stewards at the Queensland Turf Club and became another chapter in racing's rich and colourful history.

With the growth of the sport and industry of racing came the need for more professionalism and the highest standards of industry integrity assurance.

The Racing Science Centre was created in 1989 in response to the "caffeine crisis", when errors in drug testing caused a spate of false positive tests to be reported. The Racing Science Centre oversees testing of racing animals for illicit drugs, as well as working with racing administrators and trainers on animal welfare issues.

The Racing Development Fund (RDF), established in 1981, heralded an era of industry expansion. Money for the RDF came from a percentage of TAB turnover, fractions and unclaimed dividends and was used to upgrade racing facilities, fund race series and help the industry develop professionally across all three (3) codes.

By 1990, the Queensland Government believed the State's five thoroughbred principal clubs were no longer able to provide the leadership and management the racing industry needed for it to meet the challenges of an increasingly complex and competitive environment. The Government released its "Green Paper" for restructuring racing administration and, after lengthy industry consultation, the Queensland Principal Club, the forerunner to Queensland Thoroughbred Racing Board, was created in 1992 to unify racing administration in the State.

The industry of racing had grown to become a major part of the Queensland and Australian economy but its actual contribution remained a mystery and a major study of racing's economic impact was commissioned. The landmark 1992 ACIL report found Australian racing generated \$2.4 billion in GDP and the contribution to Queensland's Gross State Product exceeded \$400 million.

The Queensland Principal Club initiated the industry's first strategic plan, Form Guide to the Future, in 1998. Studies conducted by KPMG found Queensland racing (including the thoroughbred, harness and greyhound codes) contributed \$700 million to the State economy and generated full-time, part-time and casual jobs for almost 24,000 Queenslanders. The State Government received almost \$100 million in revenue from the industry.

These contributions were further reviewed by IER in 2009 and it was found that the three (3) racing codes in Queensland were responsible for the employment of 30,000 Queenslanders and contributed \$1.4 billion to the Queensland economy.

With privatisation of the TAB, now known as UNiTAB, in 1999, the racing industry became master of its destiny. The new arrangements meant the industry's revenue was directly tied to its ability to generate betting turnover. The industry would succeed or fail on its merits.

To address the new commercial realities, a skills-based thoroughbred board was appointed to head Queensland Racing in 2002. The board focussed on rationalising Queensland's racing calendar to maximise betting turnover on Queensland races.

In 2003, Queensland Racing relocated to a modern, purpose-built facility at its Deagon training centre. The industry also began reaping the benefits of reform, with increased revenue and lower costs translating into big prize money increases. 2004 saw the first full year of reform, with the financial gains consolidated, record betting turnover and record attendance at Queensland's feature race carnivals.

On 1 July 2010, RQL will commence as the new control body for thoroughbred, harness and greyhound racing:

1. QRL will cease as the control body for thoroughbred racing
2. Queensland Harness Racing Limited will cease as the control body for harness racing, and
3. Greyhounds Queensland Limited will cease as the control body for greyhound racing.

The establishment of one control body for the thoroughbred, harness and greyhound codes of racing is expected to provide a unified commercial focus that will facilitate effective decision making and the development of the Queensland racing industry as a whole.

It is an exciting time for racing in Queensland and we will continue to build on the strong history that precedes us in each of the racing codes.

ROLE OF RQL AND INDUSTRY STRUCTURE

Overview

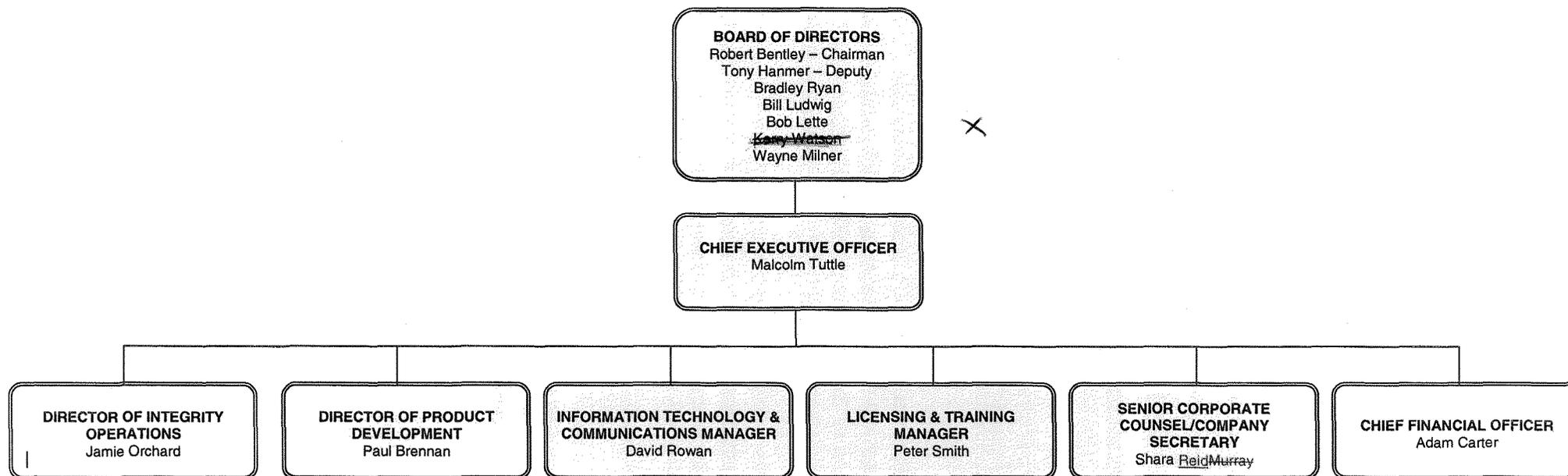
RQL and the Queensland racing industry operate within a complex industry structure that poses its own challenges and requirements. The key elements of the structure are as follows:

RQL is the licensed control body for the Queensland industry, responsible for establishing and maintaining the policies, funding and licensing arrangements, the product and program and safety and integrity of the industry. RQL is established under the *Racing Act 2002* and is a company limited by guarantee.

- Ⓐ RQL interacts with the other Principal Racing Authorities (PRA's) through the National bodies that set the rules of racing and seek to coordinate national initiatives.
- Ⓑ Racing Information Services Australia (RISA) which provides a wide range of services to the racing industry and also commercialises the racing product, is owned jointly by the PRA's.
- Ⓒ Funding for the industry comes principally through a product and program agreement entered into by the three racing codes with UNiTAB. In addition, revenues are also generated for the Queensland racing industry through charges that are levied against wagering operators for the use of racing information for the purpose of race wagering.

The constitution of RQL is based on best corporate governance principles and has been tailored to suit the Queensland racing industry. The constitution complies with the requirements of the *Racing Act 2002* and *Corporations Act 2001*.

Our Organisational Structure



Our Departments

Chief Executive Officer

The Chief Executive Officer (CEO) is responsible for the operations of RQL within established policy and in accordance with the delegated authority of the Board of Directors. In addition to leading the Executive team, the CEO is required to provide strategic advice to the RQL Board in relation to the business of racing.

Integrity Operations

The Integrity section ensures the effective delivery of integrity services and operational stewarding throughout the state and is responsible for policy, strategy and performance under these areas, management of the complaints system and investigations as required, and maintaining the interaction with various levels of government. Other responsibilities include the effective delivery of betting analysis and monitoring of all TAB Queensland races. Operational stewarding provides effective delivery of stewarding throughout the state, including management of the regional offices at Toowoomba, Rockhampton and Townsville. It monitors and ensures compliance with the Local and Australian Rules of Racing. This section deals with race day issues requiring resolution as well as issues arising as a result of a proactive investigations section.

Product Development

The Product Development section works with Clubs, the other codes of racing and UNITAB to develop the most effective allocation of race dates, as well as scheduling prizemoney and developing state-wide racing programs and black type races.

Other responsibilities include; asset development planning, the management of breeding schemes, the management of Queensland's Black Type allocation, the interface with the Trainer's Service Centre, the provision of handicapping services to the State, the management of the Deagon complex, and provides support to the Industry on Workplace Health and Safety issues.

Finance

The Finance section provides financial services to the Queensland racing industry and financial, business development and other corporate services to RQL. It administers the centralised prizemoney system and provides accounting and business analyst services to RQL.

Information Technology & Communications

The Information section provides information technology and telecommunications services internally to RQL. While the Communications section provides information to stakeholders in the racing industry and the general public through the monthly magazines, RQL's website and media releases. The Communications section also organises events such as the annual Racing Queensland Industry Awards and works to promote the industry at all levels.

Corporate Counsel / Company Secretary

The Corporate Counsel of RQL ensures compliance with Acts of Parliament and government regulations, and provides company secretary services to the Board. Racing appeals are also managed by this section, as well as providing legal services to the company.

Licensing and Training Manager

The Licensing and Training section provides licensing and training services to licensees and other Queensland racing industry participants, as well as training and development support to RQL. This section administers all license renewals and manages the licensing committee.

WORKPLACE CONDITIONS AND BENEFITS

Training and Development

RQL is committed to providing employees with training and development opportunities to ensure that you keep continue to learn and develop within your job and our business. We employ a variety of strategies to create an organisational climate that attracts and retains employees of the highest calibre and optimises their opportunities to contribute to the achievement of our mission and objectives. It is essential to continually maintain and develop our skills to ensure that we provide our stakeholders with the highest standard of service and products, and to ensure that you develop to your full potential.

RQL encourages career development through continuing professional development, formal training, and opportunities for on-the-job experience. An additional component of our employee development strategy is our Study Assistance Scheme which provides assistance to employees participating in authorised education. Everyone is encouraged to, wherever possible, gain well-rounded experience and development within the company.

Career Opportunities

We value our employees and your career development and believe in promotion from within RQL; before we search outside the company, except where special circumstances exist, we will always look for talented people already working for us. All company vacancies will be advertised internally if the skills required for the position exist within RQL and preference will be given to internal applicants when other aspects are equal.

Performance Reviews

RQL is committed to creating an environment that encourages high levels of performance. The performance management system is an ongoing communication system between employees and their manager; providing an opportunity to plan, manage, review, recognise and improve performance. It involves establishing clear expectations and understanding about:

- ⌘ The essential function the employee is expected to perform and the desired workplace behaviours.
- ⌘ How job performance will be measured and assessed.
- ⌘ How the employee and manager will work together to sustain, improve or build on existing performance
- ⌘ How the employees' skills and knowledge will be developed to enable the employee to be more effective and efficient
- ⌘ How the successful completion of the function will contribute to the goals of RQL.

Your first performance review will be during your qualifying period. Thereafter, RQL conducts performance reviews on an annual basis with progress reviews conducted every six (6) months to assess performance to date and address any issues that may prevent you from achieving your objectives.

RQL is fully committed to the process including the provision of adequate support and training to equip employees with the skills and experience to grow and develop in the business.

Remuneration Reviews

RQL's remuneration standards are based on a "pay for performance" philosophy, according to your experience and your position. We will review remuneration levels on an annual basis during July.

RQL will remunerate employee's on the basis of competitive market rates, ensuring equity at all times. Salary packaging is also available for motor vehicles, superannuation, business related equipment and private health insurance.

If you have been with us for less than six (6) months at remuneration review time, you may not be eligible for a salary review due to your short length of time with us.

Communication

At RQL, effective communication is vital to foster a people focussed work environment defined by recognition, opportunity, respect, courtesy, cooperation, consideration and ongoing feedback. To ensure effective communication we need to consider the best method of communication for each situation. We have established some communication guidelines, which if followed will assist us in being effective communicators both internally and externally.

- ⌘ All communication should comply with our values.
- ⌘ Seek first to understand and then to be understood.
- ⌘ Always respect confidentiality.
- ⌘ As a minimum reply to communication in the method that it was received. To improve communication, go up the communication hierarchy (see below).
- ⌘ Communicate with the receiver in mind, in a method and at a level appropriate to them.

The Hierarchy of Communication

Face to Face Communication	<p>When to Use</p> <ul style="list-style-type: none"> ⌘ In conflict or potential conflict situations ⌘ In sensitive situations or when involving sensitive information ⌘ If delivering bad news ⌘ If there is a significant issue or occasion ⌘ To conduct performance reviews 	<p>How to Use</p> <ul style="list-style-type: none"> ⌘ Be in an appropriate environment ⌘ Be in the moment; no interruptions ⌘ Be prepared; have all the facts ⌘ Use active listening ⌘ Use body language; eye contact, shake hands, mirror the other person
Phone Communication	<p>When to Use</p> <ul style="list-style-type: none"> ⌘ If you cannot meet face to face ⌘ If it isn't necessary to meet face to face ⌘ To book external appointments ⌘ When making a call would improve customer service and relationships 	<p>How to Use</p> <ul style="list-style-type: none"> ⌘ Reception, extensions and mobiles should be answered professionally ⌘ Urgent calls should be returned immediately ⌘ Return all calls by close of business the following day
Written Communication	<p>When to Use</p> <ul style="list-style-type: none"> ⌘ If it is important to document the facts or when a permanent record is required ⌘ If it is beneficial to the recipient for it to be in writing ⌘ To confirm conversations in conflict or potential conflict situations 	<p>How to Use</p> <ul style="list-style-type: none"> ⌘ Personalise every letter ⌘ Sign every letter personally ⌘ Respond within seven days of receiving correspondence
Email Communication	<p>When to Use</p> <ul style="list-style-type: none"> ⌘ To ask simple, non-confrontational questions ⌘ To transfer information ⌘ To set internal or external appointments ⌘ If there is no chance for an error in interpretation ⌘ If there is no conflict between the parties 	<p>How to Use</p> <ul style="list-style-type: none"> ⌘ Be clear, make emails easy to understand ⌘ All external emails should have a signature block ⌘ If an email received is marked urgent it should be answered immediately ⌘ Return all emails received by close of business the following day

Text Communication	When to Use	How to Use
	<ul style="list-style-type: none"> ⌘ If the communication is with someone internally ⌘ When it is the only means of contact 	<ul style="list-style-type: none"> ⌘ Check the recipient before sending ⌘ Be clear; avoid 'text talk'

The door is always open at RQL; do not be afraid to approach your manager with your ideas, concerns and feedback. Team meetings are held regularly to discuss any concerns and provide you with the opportunity to suggest improvements. Your feedback is crucial to our success.

Company Mobile Phones

RQL may provide you with a mobile phone for the purpose of improving business efficiency. If we provide you with a mobile phone please remember its primary purpose is business, not personal, use. Personal calls within reason will be accepted, and form part of your remuneration package. All calls are itemised on monthly statements and any abuse of this entitlement may result in disciplinary action, including the return of your mobile phone.

Please look after your mobile phone, RQL reserves the right to seek reimbursement from you for any damage, loss, theft, or other expenses incurred that are caused by an employee's wilful or negligent act or omission.

Company Motor Vehicles

RQL employees may elect to have an eligible motor vehicle included in their salary package, subject to approval, by way of Tool of Trade or Novated Lease (see motor vehicle policy for details on Novation).

If you elect to do so please note the following conditions:

- ⌘ Tool of Trade/Company vehicles shall be made available for the authorised use of other employees during working hours and returned to RQL, at our discretion, or if you are absent from work for an extended period.
- ⌘ Excluding the event of an emergency, no person other than an appropriately trained/licensed employee shall operate Tool of Trade/Company vehicles.
- ⌘ RQL shall not accept responsibility for any penalty or fine that may be imposed in relation to the use of the vehicle unless required by law, in which case you shall reimburse RQL for the penalty or fine.
- ⌘ You must ensure that Tool of Trade/Company vehicles are properly maintained and RQL reserves the right to inspect the vehicle upon demand.
- ⌘ RQL reserves the right to seek payment from you for any maintenance, repairs or replacement of the vehicle caused through the wilful or negligent misuse of the vehicle by you.
- ⌘ Any maintenance and/or repairs to the vehicle shall be carried out by a service provider approved by RQL and, subject to the provisions above, at the expense of RQL.
- ⌘ Should the vehicle be involved in an accident or otherwise damaged you must notify your department manager immediately.

During the course of employment, licensed employees may also use a company pool car. In addition to the conditions outlined above, use of pool cars is subject to the employee completing the log book to a satisfactory standard (see motor vehicle policy for details on use of pool cars).

Company Equipment and Property

All documents, records, papers, manuals, materials of any nature and other property of, or relating to, the business of RQL, whether prepared by you or not, are the property of RQL.

All equipment and company property should be safeguarded and remain on RQL's premises unless permission has been granted for the item to be removed.

Social Activities

RQL encourages social activities to reward employees for their efforts. Occasionally we may hold social functions or request you to attend stakeholder or social functions, where alcohol is available.

RQL promotes the responsible consumption of alcohol and we expect employees to drink responsibly. All work related social activities are not compulsory and that in the event you choose to consume alcohol at any work related function you should do so in moderation and respect those who do not wish to partake. Please be aware that RQL social functions and events are part of work and the requirements of the RQL Code of Conduct and other policies will apply to your behaviour.

WorkLife NAB

RQL currently provides all full time permanent employees' membership to WorkLife NAB. This membership is a comprehensive employee benefits program which provides access to significant savings incorporating both lifestyle and financial benefits. Details of the lifestyle and banking benefits are provided on the RQL intranet.

If you are eligible to receive a membership card you can access further detailed information on what is available on the website <http://worklife.nab.com.au/site/index.asp> and we urge you to subscribe to the monthly e-newsletter so you are aware of the latest deals and benefits.

Gym Facilities

Fitness and conditioning centres for jockeys, apprentices and trainees are situated at RQL's Deagon, Caloundra and Rockhampton locations. As an added benefit for RQL employees, the use of these facilities is made available to staff outside allocated training times.

Cardiac, conditioning and strengthening equipment is available which is of the latest design and is durable and easy to use for all fitness levels.

For access and use of the gym and equipment all users must complete a user agreement, questionnaire and obtain a key. Forms are available from the Training Department. Gym facilities are co-ordinated by RQL's Licensing & Training Manager.

Employee Records

It is important that up-to-date records are accurately and rigorously maintained regarding your personal details and career history. Please ensure that you update any changes to your personal details such as your address, telephone number or emergency contacts, as well as any additional experience or qualifications gained through the employee service portal of ConnX.

Reimbursement of Expenses

If you use your own money for work related expenses we will reimburse you, as long as the expense is necessary to your job and:

- ⓧ Your manager gives you the approval beforehand.
- ⓧ You have documentary evidence of the expense satisfactory to your manager.

- You make a claim for reimbursement within a reasonable time of incurring the expense.

On occasions, you may be required to entertain stakeholders and business associates. This entertainment is dependent upon the existence of a business relationship and that the relationship would benefit RQL. When more than one employee is present at a business meal or entertainment event, the most senior employee must pay and claim the expense. All expense claims need to be approved by the appropriate manager prior to reimbursement.

Provided that we are satisfied the expenses incurred are legitimate business expenses, reimbursement will be made within fourteen days.

All expenditures must be reported accurately and in a timely way and an accurate and auditable record of all financial transactions relating to RQL must be maintained in accordance with generally accepted accounting principles. No entry should be made in the company records that distorts or disguises the true nature of any transaction.

Please note that submission of a fraudulent expense report will be regarded as serious misconduct and disciplinary action up to and including summary dismissal may apply.

POLICIES AND PROCEDURES

The following information is important extracts from our Human Resource Policies and Procedure Manual. As part of your induction you are expected to familiarise yourself with our policies and your responsibilities and obligations. The Human Resource Policies and Procedure Manual can be found on the RQL intranet.

Code of Conduct

RQL is committed to delivering the highest standards of corporate practice and business conduct. We aim to be a model corporate citizen; conducting business in an ethical and responsible manner, complying with all applicable legal requirements, promoting a positive and ethical work environment for employees, and making a positive contribution to the community. The Code applies to all RQL employees.

Corporate Governance

- ⌘ RQL is responsible for the control, supervision and regulation of racing in Queensland.
- ⌘ The Board is responsible for determining the strategic direction of RQL and ensuring compliance with the statutory obligations.
- ⌘ The Chair of the Board plays an important leadership role in ensuring RQL works effectively.
- ⌘ The Deputy Chair of the Board acts as the Chair of the Board during all periods when the Chair is absent from duty or, for another reason, cannot perform the functions of the office.
- ⌘ Management is responsible for ensuring all RQL officials within their organisational area comply with the Code.

Principles of the Public Sector Ethics Act 1994

- ⌘ All officials must support the implementation of government policy effectively and impartially, and carry out official duties lawfully, observing statutory obligations.
- ⌘ All officials must treat all stakeholders and employees with courtesy, honesty and fairness and with proper regard for their rights and obligations.
- ⌘ All officials must perform their duties with the highest standards of personal integrity and honesty.
- ⌘ All officials must comply with all reasonable and lawful instructions, comply with and implement RQL policies faithfully and impartially, and exercise all reasonable care, skill and diligence in giving information or advice.
- ⌘ All officials must ensure RQL resources are safeguarded and not wasted abused or used improperly or extravagantly.

Code Breaches

- ⌘ If you are aware of, or have genuine suspicions of, any breaches to our code of conduct, policies and procedures manual or any legal violation you must report these issues to your manager.
- ⌘ If you, in good faith, make a complaint or disclosure about an alleged breach of the code you will not be disadvantaged or prejudiced for making a complaint or disclosure.

Workplace Health and Safety

The health, safety and welfare of our employees, customers and community is very important to RQL. We recognise our responsibility to provide a safe and healthy workplace for all employees, stakeholders, visitors and contractors. To ensure the wellbeing of others, we are committed to:

- ⌘ Identifying and controlling factors within the workplace that may cause injury or health issues.
- ⌘ Providing safe equipment and systems of work.
- ⌘ Ensuring compliance with legislative requirements and industry standards.
- ⌘ Providing information, training and supervision to ensure safety.
- ⌘ Providing a trained Workplace Health and Safety Officer

To assist RQL in providing a healthy and safe workplace you must report any incidents, injuries, or identified hazards to your manager immediately. Workplace health and safety is not a “one-way street”, everyone is responsible for ensuring the highest possible care in all work related activities.

Workplace Rehabilitation

RQL recognises that there are substantial benefits to be gained from rehabilitation principles and practices and is committed to implementing them in the workplace. RQL is committed to:

- ⌘ Fostering a culture of acceptance for workplace rehabilitation.
- ⌘ Providing a process to support an early safe return to work and maximise independent functioning.
- ⌘ Ensuring that the position of rehabilitation coordinator is adequately resourced.
- ⌘ Ensuring that adequate storage is provided to maintain the confidentiality of rehabilitation files.

Emergency and Evacuation Procedures

In the interests of both employee and stakeholder safety, you must make sure you are familiar with the procedures for evacuating the workplace and your responsibilities in emergency situations. It is important to know where the first aid kits, hose reels, fire extinguishers and emergency exits are located. Each new employee will be given information on these procedures.

Please ensure that you are familiar with all workplace health and safety policies and procedures applicable to your role and as detailed in our Workplace Health and Safety and Workplace Rehabilitation Policy.

Smoking, Drugs and Alcohol

RQL is committed to providing a smoke free work environment that is also free from the risks of hazards and injury associated with the abuse of alcohol or other drugs.

In accordance with the legislation, smoking is not permitted in any work area including company vehicles. Those employees who do smoke cigarettes should be conscious of the company's corporate image and be discreet when selecting a smoking location outside of the work area. Smoking is allowed only in prescribed rest or meal breaks.

Alcohol and drug use can affect your work performance, posing health and safety risks to employees, stakeholders, and members of the public. As a general rule, for safety and social reasons, you should never arrive at work or be at work while intoxicated or under the influence of illicit drugs or other drugs that impair your ability to perform your duties. Consumption of alcohol at RQL and stakeholder functions may be acceptable provided that alcohol is not consumed in excess.

If we suspect you are intoxicated or under the influence of illegal or non-prescription drugs you may be required to undergo alcohol or drug tests. If the tests indicate intoxication above the legal or acceptable limit and/or you refuse to take a test, you may be subject to disciplinary action.

Repeated poor work performance caused by alcohol or drug use, or significant impairment that makes you unable to perform the duties of your role, create a serious safety risk and is regarded as serious misconduct. In addition, we prohibit the possession, transfer, or use of illegal substances on our premises, if you are found in possession of or under the influence of illegal drugs during working hours you may be subject to disciplinary action, up to and including summary dismissal.

See the Workplace Smoking, Drugs and Alcohol Policy for a detailed explanation of RQL's approach to these issues.

Personal Presentation

The image that RQL projects to the community and its stakeholders is paramount to how we are perceived. RQL employees are required to dress in a manner appropriate to their position, work location and duties while at work or any time they are representing the company, to ensure that RQL is represented positively and that our image is maintained. A high level of personal hygiene and appearance should be maintained at all times.

RQL has a corporate uniform and available to all employees. Each full-time employee will receive an initial issue of uniform clothing to the value of \$500, at RQL's expense and additional items of clothing may be purchased at the employee's expense. The uniform is not compulsory, except for the full time RQL receptionist; however employees are required to comply with the minimum dress standards as stipulated in the RQL code of conduct.

More detail on personal presentation is available in the Personal Presentation Policy.

Working Hours

Your working hours are set out in your Employment Agreement. Given the nature of our business you need to be flexible and available to work additional hours as required to complete your duties and meet our business and stakeholder needs.

Flexible Working Arrangements

The *Fair Work Act 2009* has introduced a flexible working arrangement for permanent employees who are responsible for the care of a child under school age to request a change to their working arrangements in order to care for the child. RQL will consider all requests. Eligibility rules apply.

Leave Entitlements

Annual Leave

Who is entitled to annual leave?

All full-time and part-time employees are entitled to paid annual leave.

What is my annual leave entitlement?

Full-time employees, other than stewards, are entitled to 20 days of annual leave for each completed year of employment, pro-rata for part-time employees.

Full-time employees, engaged as stewards, are entitled to 25 days of annual leave for each completed year of employment, pro-rata for part-time employees.

Unused annual leave carries forward from year to year, and is paid out at the end of your employment with RQL.

When can I take annual leave?

We encourage employees to take annual leave on a regular basis to ensure that employees have the opportunity to balance their work, social and family life. Annual leave may be taken at a time which is agreed upon with RQL, subject to the operational requirements of the company. Requests for annual leave should be made through the leave application of ConnX. We will not unreasonably

refuse the taking of annual leave, however there are certain times during the year when annual leave will not usually be granted and these times differ in various parts of the business.

To ensure you maintain a healthy work and life balance, we encourage you to take leave each year. We may direct you to take annual leave in accordance with applicable legislation, which currently requires the giving of notice and says that we cannot direct you to take all of your accrued leave.

Personal/Carer's Leave

Personal/Carer's leave includes leave taken because you are ill or injured (personal leave); and leave taken to provide care to a member of your immediate family or household, who needs support because of an illness, injury or an unexpected emergency (carer's leave).

Who is entitled to paid personal/carers leave?

All full-time and part-time employees are entitled to paid personal/carers leave.

What is my paid sick/carers leave entitlement?

Full-time employees are entitled to 10 days of paid personal/carers leave for each year of employment, pro rata for part-time employees.

Unused personal/carers leave carries forward from year to year, but any unused personal leave is not paid out at the end of your employment with RQL.

Are there any conditions before I am entitled to personal leave?

Yes, there are conditions relating to notifying RQL of your absence and providing documentary evidence to the company regarding your absence if requested to do so.

If you are unable to attend work you must advise your manager by telephoning them as soon as possible on the day of your absence, stating the reason for your absence and as far as is practicable the estimated duration of your absence. If your manager is not available, speak to the next most appropriate manager or employee to ensure that your manager is aware of your absence.

Requests for personal/carers leave should be made through the leave application of ConnX.

We may ask you to provide reasonable proof of the reason for your absence if you take personal or carers leave. This will usually be in the form of a medical certificate or statutory declaration, evidencing the illness, injury or unexpected emergency, as soon as reasonably practicable.

Are there any restrictions on taking paid personal leave?

Yes, unless RQL agrees otherwise in writing, you cannot take more than 13 weeks of personal leave per year (pro-rata for part-time employees). These restrictions apply even if you have accumulated more than the necessary leave required to be taken.

You are also not entitled to paid personal/carers leave for any period during which you are entitled to workers compensation payments.

Unpaid Carer's Leave

Who is entitled to unpaid carer's leave?

All employees are entitled to unpaid carer's leave.

What is my unpaid carer's leave entitlement?

You are entitled to a maximum of two (2) days of unpaid carer's leave for each occasion that you are required to care for a member of your immediate family or household because they are ill, injured or there is an unexpected emergency affecting that family or household member.

Are there any restrictions on taking unpaid carer's leave?

Yes, you are only entitled to take unpaid carer's leave if you have exhausted your paid sick/carers leave entitlements.

Requests for unpaid carer's leave should be made through the leave application of ConnX.

We may ask you to provide reasonable proof of the reason for your absence if you take unpaid carer's leave. This will usually be in the form of a medical certificate or statutory declaration, evidencing the illness, injury or unexpected emergency as soon as reasonably practicable.

Compassionate Leave

Who is entitled to compassionate leave?

All full-time and part-time employees are entitled to compassionate leave.

What is my compassionate leave entitlement?

You are entitled to two (2) days of paid compassionate leave on each occasion that a member of your immediate family or household dies or suffers an illness or injury that poses a serious threat to their life.

Additional leave may be granted at RQL's discretion should extended travel be required to attend the funeral or visit the family member.

For the purpose of this entitlement, a member of your immediate family includes: a spouse or de facto partner; or a child, parent, grandparent, grandchild, or sibling of either yourself or your spouse or de facto partner.

Are there any conditions before I am entitled to compassionate leave?

Yes, we may ask you to provide documentary evidence of the illness, injury or death as soon as practicable.

Requests for compassionate leave should be made through the leave application of ConnX.

Long Service Leave

Who is entitled to long service leave?

Long service leave is available to full-time and part-time employees who have completed 10 years of continuous employment with RQL, and to casual employees in certain circumstances.

What is my long service leave entitlement?

You will be entitled to paid long service leave in accordance with the relevant legislation.

Are there any conditions before I am entitled to long service leave?

Eligibility for taking long service leave and all conditions will be in accordance with the relevant legislation.

Long service leave may be taken at a time which is agreed upon with RQL, subject to the operational requirements of the company. A minimum of four weeks' notice should be provided to allow for any arrangements necessary to provide adequate cover during your absence. We will not unreasonably refuse the taking of long service leave.

Requests for long service leave should be made through the leave application of ConnX.

Community Service Leave

Community service leave includes leave taken to attend to community based requirements such as jury service or the defence forces.

Who is entitled to community service leave?

Community service leave is available to full-time and part-time employees who are called to attend jury service or attend ADF Reserve service, on a day that they would normally work.

What is my community service leave entitlement?

Jury service is a paid service and RQL will make up any difference should the payment be less than an employee's usual salary.

You will be entitled to unpaid defence force leave in accordance with the relevant legislation.

Are there any conditions before I am entitled to community service leave?

Yes, we may ask you to provide your jury service orders and all documentation associated with your payment for jury service; or we may ask you to provide reasonable evidence of the necessity for you to attend ADF Reserve service.

Requests for community leave should be made through the leave application of ConnX.

More detail on leave entitlements is available in the Leave Policy.

Parental Leave

Who is entitled to parental leave?

Parental leave is available to full-time and part-time employees with at least 12 months continuous employment with RQL, and to casual employees who have been engaged with the company on a regular and systematic basis for at least twelve months.

What is my parental leave entitlement?

You are entitled to 52 weeks of unpaid parental leave upon the birth or adoption of your child.

You may also request an additional period of parental leave of up to 52 weeks. RQL will only refuse requests on reasonable business grounds.

Where can you find more information on parental leave?

We will grant parental leave in accordance with the legislation or industrial instrument applicable to your employment. There are various rules about the time for taking leave and notifying RQL of your intention to take leave.

For more detailed information on parental leave please refer to the Parental Leave Policy.

Extended Unpaid Leave

There is no standard entitlement to extended unpaid leave however; RQL may at its discretion approve extended unpaid leave considering the prevailing work requirements. Generally extended unpaid leave will not be granted if you intend to undertake other employment. You must disclose in writing to RQL any other work you plan to do while on extended unpaid leave.

Requests for unpaid leave should be made through the leave application of ConnX.

Unpaid leave of longer than three (3) months, whilst not breaking your period of continuous service, will not count as service for the purpose of calculating leave entitlements.

For more detailed information on parental leave please refer to the Leave Policy.

Payroll

You will be paid on a monthly basis (unless otherwise agreed with the payroll department) to the bank account of your choice.

Your pay will be calculated in accordance with your Employment Agreement and/or applicable industrial instrument. After each pay day you will receive a payslip providing details of your pay for that period. Payroll deductions will be made for a range of purposes, including income tax, all deductions will be clearly shown on your payslip.

Payroll should be advised of any changes to your bank account or personal details via a Personal Details Form.

Overpayments

In the event of an overpayment of monies the company may recover the amount of overpayment provided that you are given notification of:

- The intention to recover the monies.

- ⓐ The amount to be recovered.
- ⓑ A full explanation of the reasons for the overpayment.

If on separation of employment you have not paid any amount due to RQL, we may deduct these amounts from your final pay, at RQL's discretion.

More detail on our payroll practices is available in the Payroll Policy.

Privacy

RQL will only collect personal information ethically and lawfully. We seek to collect information in a fair manner, and in a way which is not unreasonably intrusive.

Collecting Personal Information

If you are collecting personal information on the company's behalf, you must inform the person of the purpose for which the information is collected and that, subject to some limitations, they will be able to gain access to the information collected. You must collect information from the individual concerned whenever reasonable or practical to do so. If you collect information about an individual from someone else then you must take reasonable steps to ensure the individual is, or has been, made aware of all of the items listed above.

Data Security, Access and Accuracy

RQL will take reasonable steps to protect personal information; to ensure that data is appropriately accurate, complete and current; and stored no longer than necessary.

You must ensure that the confidentiality of personal information contained in our records is strictly maintained. Personal information relating to individuals, including individual employees, should not be provided to other employees unless it is required to perform their jobs.

Information relating to employment records, salaries and addresses cannot be released to external organisations unless required by law, or upon informed consent from the relevant employee.

See the Privacy Policy for a detailed explanation of our privacy practices.

Information Technology

RQL's information systems and the data on them are important components of our business. While employed by RQL you may be provided with an email address, access to our networks and the internet. You are requested to use these facilities in an appropriate, ethical and lawful manner. User names and passwords must be kept secret at all times and are not to be disclosed to any person at any time.

RQL's computer equipment, software and the information on our systems, as well as any company information you may have on personal information systems, are RQL property and may only be used for authorised purposes. You may use our systems for limited personal use however; such use must not constitute unacceptable work practices and should be conducted at times so as not to impact on your work commitments.

Things You Need to Know about your Email Use

- ⓐ Email is not private; it belongs to RQL and may be read at any time by our management team.
- ⓑ Email uses our name and therefore suggests that you are communicating with the authority of RQL.
- ⓒ Email may be inspected by parties outside of RQL, such as in the event of litigation.

Guidelines to Ensure the Proper Use of Email

All users are to adopt the following guidelines in ensuring the proper use of electronic resources:

- ⓐ Don't put anything in email that you would not want repeated to someone else.

- ⓧ Don't put anything in email that you would not put in a hard copy memo.
- ⓧ Tell your manager if inappropriate mail is forwarded to your address; you are responsible for the content of emails received and forwarded from your email address.

What Internet and Email Activities are Unacceptable Work Practices?

- ⓧ Violating the intellectual property rights of others such as, breaching copyright by copying their graphics or text material, or using other license software without proper authorisation.
- ⓧ Introducing malicious programs, (such as viruses, worms, trojan horses) to RQL systems.
- ⓧ Revealing account passwords to others or allowing use of accounts by others.
- ⓧ Using RQL's internet resources for unauthorised commercial or personal advertisements, solicitations, promotions, political material or any other similar use.
- ⓧ Circumventing user authentication or security of any host, network or account or accessing the internet other than through the RQL's security system.
- ⓧ Affecting security breaches or disruptions of network communication, such as accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorised to access.
- ⓧ Without proper authorisation, invading the privacy of individuals or entities that are creators, authors, users, or subjects of information resources; this includes publishing any information, which violates or infringes upon the rights of any person.
- ⓧ Downloading or installing any executable files, this includes movie files, sound files and games.
- ⓧ Sending, receiving, accessing, displaying, printing or otherwise disseminating material that is fraudulent, illegal, discriminatory, embarrassing, sexually explicit, obscene, intimidating, defamatory, or would amount to harassment.
- ⓧ Subscribing to mailing lists, sending unsolicited emails or participating in chain letters.
- ⓧ Accessing any chat sessions (other than for work purposes) or 'blog' sites such as Face Book or My Space.
- ⓧ Sending e-mail using somebody else's email address.
- ⓧ Misrepresenting RQL or transmitting material that might bring RQL into disrepute.
- ⓧ Wasting finite resources or obstructing other employees' work by consuming large amounts of system resources, especially the sending of broadcast messages or any other types of use which would cause congestion of the networks or otherwise interfere with the work of others.
- ⓧ Without proper authorisation, transmitting or making available via the internet RQL information.
- ⓧ Using an account to send anonymous messages, or attempting to obscure the origin of any message or download material under an assumed internet address or otherwise disguise their user identity.

RQL may monitor electronic transmissions at any time, to ensure that they are used appropriately. Inappropriate use of the internet or email may result in disciplinary action, as well as any action taken by an external party. Breaches of the law will be referred to the relevant law enforcement authority and suspected official misconduct will be reported to the Crime and Misconduct Commission.

See the Information Technology Policy for a detailed explanation of our information technology practices.

Discrimination and Workplace Harassment

RQL is an equality opportunity employer. We value the diversity of our workforce and respect the differences between employees, recognising that each employee has individual skills and attributes to bring to their job. RQL is committed to treating all employees fairly based on ability,

skills and culture fit and creating an atmosphere that encourages good working relationships and respect between employees.

What is Discrimination?

Discrimination means treating someone less favourably than another in the workplace because of one of the following characteristics. Discrimination can be direct or indirect, intended or unintended.

- ⊗ Gender.
- ⊗ Relationships Status.
- ⊗ Parental Status.
- ⊗ Breastfeeding.
- ⊗ Age.
- ⊗ Race.
- ⊗ Impairment or Disability.
- ⊗ Lawful Sexual Activity.
- ⊗ Carer Status.
- ⊗ Political Beliefs or Activities.
- ⊗ Trade Union Activity.
- ⊗ Pregnancy or Potential Pregnancy.
- ⊗ Gender Identification.
- ⊗ Sexual Orientation.
- ⊗ Family Responsibilities or Status.
- ⊗ Religious Beliefs or Activities.
- ⊗ Irrelevant Criminal Background.
- ⊗ Association with anyone identified on the basis of these attributes.

What is Sexual Harassment?

Sexual harassment is unwelcome behaviour of a sexual nature, which is offensive, humiliating or intimidating; it can be a single incident depending on the circumstances. Humour, friendships and relationships based on mutual consent are not sexual harassment.

What is Workplace Harassment?

Workplace harassment is non-sexual behaviour that is unwelcome, offensive, intimidating, humiliating or threatening; it may be verbal, non-verbal or physical in nature. Workplace harassment does not include management action taken in a reasonable way by RQL in connection with your employment.

What is Victimisation?

Victimisation is conduct that threatens or harms people who have made a complaint about discrimination or harassment; agreement to be a witness in a complaint process about discrimination or harassment; or have had a complaint or discrimination or harassment made against them.

What is Vilification?

Vilification is behaviour that happens in a public place and incites other to hate, to have serious contempt for, or to severely ridicule individuals or groups because of their race, religion, sexuality or gender identity.

Your Rights and Obligations

You have a right to work in an environment free of discrimination and workplace harassment and, if it does occur, you have a right to complain, to be taken seriously and not be disadvantaged from lodging or bearing witness to a complaint. You also have a responsibility to understand discrimination and workplace harassment and to ensure that you do not participate in or condone such activities.

If you have concerns regarding discriminated or workplace harassment please refer to our *Discrimination and Workplace Harassment Policy* and *Grievance Handling Policy* for details on how to manage the situation or lodge a complaint.

Discrimination and workplace harassment will not be tolerated and disciplinary action will be taken against anyone who engages in discriminatory or harassing behaviour, or who victimises or retaliates against a person who reports discrimination.

See the Discrimination and Workplace Harassment Policy for more detail on our approach to discrimination and workplace harassment.

Grievance Procedure

RQL aims to create a healthy, safe and enjoyable work environment for employees. If you have a work related problem, a grievance, you should raise it with your manager or an appropriate person to ensure the grievance is resolved as quickly as possible.

Grievances in the workplace are important and may have serious consequences for everyone involved. Anyone involved in a grievance should display good faith at all times and genuinely participate and cooperate in attempts to resolve the matter. If you are involved in a grievance you must maintain complete confidentiality to protect everyone concerned.

RQL will treat any grievance raised seriously and investigate it confidentially and objectively.

More detail on our grievance practices is available in the Grievance Handling Policy.

Confidentiality and Intellectual Property

Confidential Information

Confidential information is an asset to RQL. We have some fairly strict policies relating to confidentiality and you are expected to comply with the obligations below.

What Kind of Information is Confidential?

Confidential information means information regarding RQL's business such as that relating to finance, pricing, stakeholders, suppliers and service, marketing, strategies, employees, technology or software, intellectual property, designs, company systems and procedures, general business, and any other information that should be treated as confidential.

Information that the public is able to access, other than because of your disclosure, is not confidential.

What if I am Uncertain about Whether Information is Confidential?

If you are not sure if information is confidential you should treat it as if it is confidential unless RQL agrees in writing that it is not confidential.

Your Confidentiality Obligations

Any information that is not generally available to the public concerning RQL's activities, results or plans must only be used for authorised purposes. During your employment and after your employment ends, you agree that you will keep confidential all confidential information, and not discuss, communicate or transmit confidential information to unauthorised persons or make any copies of confidential information. Serious disciplinary action, which may include termination of employment, may result if you are found to have breached our confidentiality requirements. Your obligations relating to confidential information continue after your employment ends.

Confidentiality provisions don't apply if you are required to disclose the information by law, you obtain your manager's approval, or you are disclosing the information for a proper purpose relating to RQL.

Intellectual Property

Intellectual property belongs to RQL and is an asset to the company. You must protect and treat intellectual property information as confidential.

What is Intellectual Property?

Intellectual property means ownership of, and rights relating to, confidential information; inventions; trademarks; patents; designs; company databases; business ideas, processes, proposals or strategies; discoveries and copyright material.

Your Intellectual Property Obligations

Any intellectual property that you create or develop relating to RQL, including any work you do for our stakeholders, belongs to RQL. If required, you must do everything necessary to transfer the intellectual property rights to RQL. Your obligations relating to intellectual property continue after your employment ends.

See our Confidentiality and Intellectual Property Policy for more detail on confidentiality and intellectual property at RQL.

Performance Counselling

RQL is committed to creating a high performance culture and endeavours to provide an effective, prompt, equitable and consistent approach to managing unacceptable performance or behaviour.

What is the Performance Counselling Process?

Performance counselling may involve, but is not limited to, action such as counselling discussions, training and education, written warnings, demotion or dismissal. All disciplinary processes should be confidential, prompt and procedurally fair.

More information on RQL's performance counselling practices is available in our Performance Counselling Policy.

Termination of Employment

Your employment with RQL can be terminated by either you or RQL by providing notice as specified in your employment agreement or the industrial instrument under which you are employed.

What if my Employment with RQL is Terminated by the Company?

If you find yourself in a situation where your employment is terminated by RQL you will be entitled to notice, or payment in lieu of notice, as per your employment agreement or applicable industrial instrument.

Can my Employment be Terminated without Notice?

Yes, despite our performance counselling processes, there are a number of actions that are regarded as so serious that immediate termination without notice may result. Such acts of misconduct may include (depending on the severity), but are not limited to:

- ⊗ Fraud.
- ⊗ Theft from RQL, another employee, contractor or stakeholder.
- ⊗ Violence or fighting.
- ⊗ Workplace harassment.
- ⊗ Sexual harassment.
- ⊗ Wilful disobedience.
- ⊗ Wilful destruction or property belonging to RQL, another employee, contractor or stakeholder.
- ⊗ Insubordination.
- ⊗ Drunkenness or under the influence of illegal drugs.
- ⊗ Use, sale or possession of illegal non-prescription drugs whilst on RQL premises.
- ⊗ Sleeping on the job.
- ⊗ Insulting words/ abusive language/ obscenity.
- ⊗ Failure to observe safety rules.
- ⊗ Insolence.
- ⊗ Concealment of a material fact on engagement.
- ⊗ Dishonesty in the course of the employment.
- ⊗ Conviction or an offence which makes you completely unfit for work.
- ⊗ Harassing or discriminating against an employee, contractor or stakeholder.

Return of RQL Property

On or before your employment ends, you must return to RQL all records of confidential information and intellectual property and any other company property that is in your possession or control.

See the Termination of Employment Policy for a detailed explanation of RQL's termination of employment practices.

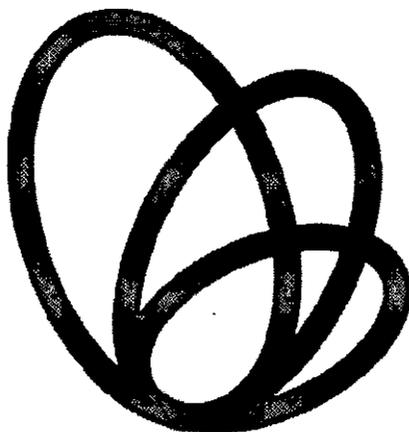
I trust that having read the Employee handbook you have a better understanding about the organisation and what it stands for. Enjoy your time with RQL and give the organisation what you expect in return.

EMPLOYEE DECLARATION

1. I have read and understand the provisions of RQL's Employee Handbook.
2. I agree to observe and comply with the policies and procedures included in this Employee Handbook. I acknowledge that they do not form terms and conditions of my employment contract with RQL unless expressly referred to in my Employment Agreement. If there is any inconsistency between the terms of this Employment Agreement and this Employee Handbook, I acknowledge that the terms of this Employment Agreement will prevail.
3. I shall return this original declaration to RQL and retain the Employee Handbook for my future reference and use.

Employee Signature: _____ Date: _____

Employee Name: _____



RACING QUEENSLAND

CODE OF CONDUCT A Guide to Behaviour Expectations

Authorised By: Remuneration and Nomination Sub-Committee **Date of Authorisation:** 1 July 2010
Last Amendment Date: 1 July 2010
Review Due Date: 30 June 2011
Policy Owner: Chief Financial Officer
Related Documents:

- Harassment, Discrimination and Bullying Policy
- Workplace Health and Safety Policy
- Grievance Handling Policy
- Performance Counselling Policy
- Workplace Health and Safety Act 1995
- Racing Act 2002
- Fair Work Act 2009
-

Any person who requires assistance in understanding this document should contact their manager.

MESSAGE FROM THE CHAIRMAN

Racing Queensland Limited (Racing Queensland) plays a crucial role in the racing industry in Queensland. Racing Queensland is committed to the efficient administration of the industry and acknowledges that its decision making impacts on all participants in the industry.

Public confidence in the racing industry depends upon Racing Queensland managing the industry in a fair and transparent manner according to the highest standards of probity and integrity.

This Code of Conduct applies to all Racing Queensland officials, including Board members, in the performance of their functions and duties. Racing Queensland officials are expected to maintain the highest standards in professional and business ethics and, through their work, performance and behaviour, ensure that confidence in the integrity of Racing Queensland is justified and maintained. Racing Queensland is committed to fostering a working environment that relies on personal integrity, quality management and a high level of service. To this end, Racing Queensland has produced this Code of Conduct which details the expected levels of behaviour required of all Racing Queensland officials. The Board of Racing Queensland is committed to ensuring compliance with the provisions of this Code at all times.

RG Bentley
Chairman
Racing Queensland Limited

Racing Queensland Limited (Racing Queensland) is committed to delivering the highest standards of corporate practice and business conduct. We aim to be a model corporate citizen; conducting business in an ethical and responsible manner, complying with all applicable legal requirements, promoting a positive and ethical work environment for employees, and making a positive contribution to the community. Racing Queensland:

- ⌘ Will work to inspire the utmost faith, confidence and support of all participants and stakeholders in racing in Queensland.
- ⌘ Is committed to fairness, impartiality and transparency in its decision making.
- ⌘ Will act in the best interests of racing in Queensland.
- ⌘ Will comply with this Code of Conduct (Code) to ensure integrity in its operations.

PART 1 INTRODUCTION

To help Racing Queensland meet its objectives, the Code summarises Racing Queensland's standards for conduct, defining the expectations of employees to support behaviour consistent with company values. Every Racing Queensland employee must:

- ⌘ Act in accordance with the Code, their employment contract, Racing Queensland policies and statutory obligations imposed on Racing Queensland and on Racing Queensland employees.
- ⌘ Act with the highest standards of professionalism, honest, diligence and integrity.

1.1 TO WHOM DOES THE CODE OF CONDUCT APPLY

The Code applies to all Racing Queensland employees.

Former Racing Queensland employees must also continue to respect the provisions of the Code, particularly in relation to the confidentiality of information and ownership of intellectual property to which the former Racing Queensland employee had access in the course of work with Racing Queensland.

1.2 WHY HAVE A CODE OF CONDUCT?

All employees of Racing Queensland are "public officials" within the meaning of the *Public Sector Ethics Act 1994* and are required to comply with its provisions. Under this Act Racing Queensland is required to have a code of conduct to provide standards of conduct for all Racing Queensland employees.

All employees must ensure that they understand and follow the requirements of the Code and any additional standards, instructions and processes that apply. Failure to adhere to the requirements of the Code is taken very seriously and may result in disciplinary action up to and including summary dismissal.

The Code is a reference to important information however, it cannot address every situation, nor does it serve as a substitute for employees' individual responsibility to exercise good judgement and common sense to ensure that actions never damage Racing Queensland's reputation.

PART 2 DEFINITIONS

Conflict of Interest: a real or perceived conflict between a private interest and an official duty. A real conflict of interest exists when a reasonable person, in possession of the relevant facts, would conclude that the official's private interests interfere, or are likely to interfere, with the proper performance of the official's duties. A perceived conflict of interest exists when it appears that an



RACING
QUEENSLAND

official's private interests may interfere with the proper performance of the official's duties although, in reality, this may not be the case.

Corruption: criminal behaviour that may involve fraud, theft, the misuse of position or authority or other acts that are unacceptable to Racing Queensland and which may cause loss to Racing Queensland, its stakeholders or the general community. This may also include other elements such as breaches of trust and confidentiality.

Ethics Principles: principles identified in the Public Sector Ethics Act 1994 as: respect for the law and system of government, respect for persons, integrity, diligence, and economy and efficiency.

Fraud: the intentional use of false representations or deception to avoid an obligation and/or gain an unjust advantage.

Interest: used in relation to declaring personal interests or conflicts of interest, the term "interest" means direct or indirect personal interests of Racing Queensland Limited officials. Interests may be pecuniary (that is, financial or economic forms of advantage) or non-pecuniary (that is, non-financial forms of advantage).

Maladministration: administrative action that is unlawful, arbitrary, unjust, oppressive, improperly discriminatory or taken for an improper purpose.

Official Misconduct: as defined in the Crime and Misconduct Act 2002, means conduct that could, if proved, be a criminal offence or a disciplinary breach providing reasonable grounds for terminating the Racing Queensland official's employment or services.

Public Interest: for a Racing Queensland official, acting in the public interest means acting lawfully and/or in accordance with Racing Queensland policy. In the absence of legal or policy frameworks, it means acting for the common good of the community. Racing Queensland has developed a policy on safeguarding the public interest; Racing Queensland officials should refer to this policy for guidance on what constitutes the public interest and Racing Queensland's responsibilities to this end.

Public Interest Disclosure: as defined in the Whistleblowers Protection Act 1994, means a disclosure of information about official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health or safety or environment.

Racing Queensland Limited Official: includes Board members of the Racing Queensland Board and all other persons employed or remunerated by Racing Queensland, whether full-time, part time, permanent, fixed-term, contract or casual and includes members of any Racing Queensland sub-committee.

Racing Queensland Limited's Policies: policies from time to time adopted by Racing Queensland.

Reprisal: as defined in the Whistleblowers Protection Act 1994, occurs when a person causes, attempts or conspires to cause, detriment to another person because, or in the belief that, anybody has made, or may make, a public interest disclosure.

Statutory Obligations: obligations imposed from time to time by legislation including, where relevant and without limitation, obligations imposed on Racing Queensland and/or Racing Queensland's officials by: *Anti-Discrimination Act 1991*, *Crime and Misconduct Act 2002*, *Corporations Act 2001*, *Public Records Act 2002*, *Public Sector Ethics Act 1994*, *Racing Act 2002*, *Whistleblowers Protection Act 1994* and *Workplace Health and Safety Act 1995* and any relevant regulations made pursuant to statute.

Whistle Blowing: when, in the public interest, as provided for in the Whistleblowers Protection Act 1994, a person discloses information about official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health or safety or environment.

3.1 ROLE OF RACING QUEENSLAND LIMITED

Racing Queensland is responsible for the control, supervision and regulation of racing in Queensland. Racing Queensland is:

- ⌘ The approved control body for racing in Queensland under the *Racing Act 2002*.
- ⌘ The "principal racing authority" in Queensland under the Australian Rules of Racing.

3.2 ROLE OF THE BOARD OF RACING QUEENSLAND LIMITED

The Board of Racing Queensland is responsible for determining the strategic direction of Racing Queensland and ensuring compliance with the statutory obligations imposed on Racing Queensland.

A Board member shall act independently and not in the interests of any sectional interests. A Board member has an obligation to be impartial in judgement and actions and to take all reasonable steps to be satisfied as to the soundness of all decisions to be taken by the Board.

The *Racing Act 2002* requires every Board member of Racing Queensland to disclose a personal interest, or a direct or indirect financial interest, in an issue being considered, or about to be considered, by the Board where the interest could conflict with the proper performance of the member's duties about the consideration of the issue. Unless the Board otherwise directs, the member must not be present when the Board considers the issue or take part in a decision of the Board about the issue.

A member of the Board of Racing Queensland shall attend Board meetings. When a member is unable to attend a Board meeting, the member must obtain a leave of absence.

A Board member must ensure the member is fully informed of the activities and affairs of Racing Queensland and racing generally, including statutory obligations imposed on Racing Queensland and on Racing Queensland officials.

3.2.1. *Role of the Chair of the Board*

The Chair of the Board of Racing Queensland plays an important leadership role in ensuring Racing Queensland works effectively. These responsibilities include ensuring:

- ⌘ The Board reviews the method by which the senior management team undertakes day to day management of Racing Queensland.
- ⌘ All relevant issues are included on the agenda for the Board's meetings and that Board members receive timely and relevant information on agenda items.
- ⌘ Members of the Board comply with their statutory obligations and with the provisions of the Code.

3.2.2. *Role of the Deputy Chair of the Board*

The Deputy Chair of the Board of Racing Queensland must act as the Chair of the Board during a vacancy in the office of the Chair and during all periods when the Chair is absent from duty or, for another reason, cannot perform the functions of the office.

3.3 ROLE OF THE CHIEF EXECUTIVE OFFICER AND DIRECTOR INTEGRITY OPERATIONS

The Chief Executive Officer and Director Integrity Operations:

- ⌘ Are responsible for ensuring all Racing Queensland officials within their organisational area comply with the Code.

- ⌘ Have a duty under the *Crime and Misconduct Act 2002* to report to the Crime and Misconduct Commission any allegation of "official misconduct".
- ⌘ Must comply with all statutory obligations imposed on them in their capacities as executive managers in Racing Queensland.

PART 4 PRINCIPLES OF THE PUBLIC SECTOR ETHICS ACT 1994

The *Public Sector Ethics Act 1994* imposes obligations on Racing Queensland officials as "public officials"; as such Racing Queensland officials must comply with the five Ethics Principles prescribed by the Act.

4.1 RESPECT FOR THE LAW AND SYSTEM OF GOVERNMENT

All Racing Queensland officials must support the implementation of government policy effectively and impartially, and carry out official duties lawfully, observing, where applicable, statutory obligations. The conduct of all Racing Queensland officials is subject to relevant statutory obligations, the requirements and sanctions specified in the Code, their employment contract and Racing Queensland policies.

4.2 RESPECT FOR PERSONS

All Racing Queensland officials must:

- ⌘ Treat all licensees and participants in the racing industry with courtesy, honesty and fairness and with proper regard for their rights and obligations.
- ⌘ Respond to reasonable demands of stakeholders and line managers in a timely manner.
- ⌘ Cooperate and assist co-employees in the performance of their duties when reasonably requested to do so.
- ⌘ Support their co-employees in a responsible and ethical manner.
- ⌘ Exercise powers fairly and equitably.

All Racing Queensland officials should deal with all matters in accordance with approved procedures, promptly and without discrimination. There is an obligation on all Racing Queensland officials to treat every issue reasonably and fairly and with a view to meeting the principles of natural justice.

4.2.1 Discrimination and Workplace Harassment

All Racing Queensland officials must provide a workplace free from unlawful discrimination, harassment, bullying and intimidation and hostile, offensive or distressing behaviour. They must ensure they understand their responsibilities under Racing Queensland's HR Policy on Harassment, Discrimination and Bullying. They have a duty to disclose breaches of this policy.

If managers become aware of inappropriate conduct, they do not have to wait for a complaint to be lodged before taking action. As with their other areas of responsibility, if managers become aware of a problem, they are expected to respond to that problem.

Racing Queensland's HR Policy on Harassment, Discrimination and Bullying applies to all Racing Queensland Board members, officials, other employees, workers and agents, including contractors, consultants, work experience students and other volunteers.

Racing Queensland officials who become aware that another person is being subjected to sexual harassment, bullying or unlawful discrimination should seek advice and assistance from the Harassment and Discrimination Referral Officer, or, if it is not appropriate to approach this officer, the matter should be reported in accordance with the HR Policy on Harassment, Discrimination and Bullying and the associated Grievance Handling Policy.



RACING
QUEENSLAND

Any reports of discrimination, victimisation, sexual harassment, vilification and bullying will be treated seriously and dealt with promptly, confidentially and impartially. Disciplinary action will be taken against anyone who discriminates against, victimises, sexually harasses, vilifies or bullies a co-worker. Discipline may involve a warning, transfer, counselling, demotion or dismissal, depending on the circumstances.

4.2.2. Workplace Health and Safety

In the workplace, all Racing Queensland officials must take all reasonable practical steps to ensure the safety, health and welfare of themselves and others.

All Racing Queensland officials must comply with statutory obligations and Racing Queensland's policy on Workplace Health and Safety.

4.2.3. Whistleblowing

All Racing Queensland officials must report to their line manager or the CEO or Director Integrity Operations (as appropriate), any suspected or actual instances of official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health, safety or the environment of which they are aware. In doing so, Racing Queensland officials should follow the guidelines in the policy adopted by Racing Queensland on Whistleblowers. The *Whistleblowers Protection Act 1994* protects those who make public interest disclosures.

Failure to report suspicious activities or circumstances may be seen as compounding or assisting official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health or safety or environment and may constitute improper conduct requiring disciplinary action.

If a Racing Queensland official is found to have breached the *Whistleblowers Protection Act 1994*, the breach will be considered a serious breach of this Code and the Racing Queensland official may be subjected to disciplinary action, including, in appropriate cases, instant dismissal.

Under the *Crime and Misconduct Act 2001*, the CEO or Director Integrity Operations (as appropriate) must refer matters of actual or suspected official misconduct to the Crime and Misconduct Commission.

4.3 INTEGRITY

All Racing Queensland officials must:

- ⌘ Perform their duties with the highest standards of personal integrity and honesty so as to maintain and enhance public confidence in Racing Queensland and racing in Queensland.
- ⌘ Provide a timely and competent service to all members of the public and industry.
- ⌘ Not use or allow another person to use their official position of authority improperly.

4.3.1 Conflicts of Interest

Every Racing Queensland official must:

- ⌘ Carry out their duties impartially and regardless of personal preferences.
- ⌘ Avoid private, financial or other interests or undertakings that could directly or indirectly compromise or conflict with the performance of their duties.
- ⌘ Disclose any interest, which may impact or have the potential to impact on the performance of their duties.
- ⌘ Take action to resolve any conflict between personal interests and official duties in the favour of the public interest.

All full-time employees of Racing Queensland must disclose in writing to the CEO or Director Integrity Operations (as appropriate) any secondary paid employment they may have. Failure to



RACING
QUEENSLAND

disclose this information may result in a Racing Queensland official being disciplined or, in appropriate cases, instantly dismissed. Secondary employment within the racing industry represents a prima facie conflict of interest and is not permitted without specific authorisation.

All Racing Queensland officials resigning or retiring to take up business appointments should give consideration to possible conflicts of interest that may arise. Where an offer of appointment could give rise to an actual or apparent conflict of interest, a Racing Queensland official should apply to the CEO or Director Integrity Operations (as appropriate) for assent to take up the proposed employment. If a conflict of interest is identified, the CEO or Director Integrity Operations (as appropriate) may obtain an undertaking from the Racing Queensland official regarding the use of information gained in the Racing Queensland official's employment with Racing Queensland.

4.3.2 Gifts or Benefits

All Racing Queensland officials must comply with Racing Queensland's Gifts and Benefits Policy, which has been adopted by Racing Queensland.

4.3.3 Confidentiality

All Racing Queensland officials have access to confidential information. Appropriate safeguards and care must be taken to ensure that unauthorised access or distribution is not permitted.

No Racing Queensland official may take, or seek to take, improper advantage of confidential information gained in the course of employment or in their official capacity. No Racing Queensland official may disclose confidential information to any person unless it is required by law or is required by their duties and is consistent with this Code or specifically authorised. If a Racing Queensland official resigns or leaves Racing Queensland, the official must not disclose confidential information acquired when they acted as an official of Racing Queensland.

A member of the Board of Racing Queensland must not disclose confidential information discussed at Board meetings and/or acquired while acting as a Board member.

If a Board member resigns or leaves the Board the member shall have regard to the duty:

- ⌘ Not to disclose confidential information.
- ⌘ To act bona fide in the interests of Racing Queensland.

4.4 DILIGENCE

All Racing Queensland officials must:

- ⌘ Comply with and implement Racing Queensland policies faithfully and impartially.
- ⌘ Comply with all reasonable and lawful instructions.
- ⌘ Exercise all reasonable care, skill and diligence in giving information or advice.
- ⌘ Perform their duties and functions of office to a high standard and with proper diligence, care and attention.
- ⌘ Use their skills and experience to the best advantage of Racing Queensland.
- ⌘ Refrain from frequently using, or using to excess, alcohol, drugs or other substances where that use may have an adverse affect on their work performance or behaviour, or on the integrity of Racing Queensland.

4.4.1 Performing Duties

All Racing Queensland officials must perform all duties associated with their positions diligently, impartially, conscientiously, with proper care and attention, in a civil manner and to the best of their ability. This includes:

- ⌘ Performing their duties in such a way that Racing Queensland will be held in high regard by the community and the industry;

- ⌘ Following any professional standards of conduct relevant to their office;
- ⌘ Maintaining adequate documentation to support decisions; and
- ⌘ Helping Racing Queensland adhere to its statutory obligations.

4.4.2 Monitoring Performance

All Racing Queensland officials who manage or supervise others must ensure that:

- ⌘ Their work and that of their staff helps Racing Queensland adhere to its statutory obligations;
- ⌘ Where their staff breach this Code, the official takes appropriate action.

4.4.4 Use of Alcohol and Drugs

It is a criminal offence to possess or use illegal drugs at any time. All Racing Queensland officials must comply with Racing Queensland's *Workplace Smoking, Drugs and Alcohol Policy*. If a Racing Queensland official is found guilty of possessing or using illegal drugs, it will be considered a serious breach of this Code and the official may be subjected to disciplinary action, including instant dismissal.

4.5 ECONOMY AND EFFICIENCY

All Racing Queensland officials must:

- ⌘ Strive to obtain value for Racing Queensland money spent.
- ⌘ Ensure Racing Queensland resources are safeguarded and not wasted abused or used improperly or extravagantly.
- ⌘ Not misuse the electronic communication systems of Racing Queensland to access, create, store, copy, retrieve or distribute offensive material.

4.5.1 Using Resources for Official Purposes

All Racing Queensland officials must ensure Racing Queensland resources are:

- ⌘ Used economically.
- ⌘ Used for the purposes for which they were provided.
- ⌘ Treated and maintained with appropriate care.
- ⌘ Secured against theft or misuse.

In serious cases, a Racing Queensland official who misuses resources may be found guilty of misconduct or maladministration.

All Racing Queensland officials who manage or supervise others must ensure that their employees use Racing Queensland resources appropriately.

4.5.2 Private Use

Limited personal use of Racing Queensland resources for non-official purposes may be acceptable.

In general terms, limited personal use involves:

- ⌘ Minimal additional expense to Racing Queensland.
- ⌘ An expectation that it will be performed during the employee's non work hours.
- ⌘ Does not interfere with the operation of Racing Queensland.
- ⌘ Does not violate this Code, statutory obligations or Racing Queensland policies.

If a Racing Queensland official is unsure as to whether their proposed personal use of Racing Queensland resources is acceptable, the official should seek advice from their line manager.



**RACING
QUEENSLAND**

Where a Racing Queensland official uses Racing Queensland internet, intranet and electronic mail system, the official must comply with the policy on internet and email adopted by Racing Queensland.

4.5.3 Motor Vehicles

All Racing Queensland officials who use a motor vehicle owned by Racing Queensland must use it only for official purposes, unless the terms of their employment contract otherwise provide or the CEO or Director Integrity Operations (as appropriate) has authorised in writing private use of the motor vehicle by the official.

4.5.4 Expense reimbursement

All Racing Queensland officials must comply with Racing Queensland's Expense Reimbursement Policy. This policy sets out the requirements of Racing Queensland regarding expenditure while on official duty.

PART 5 BREACHES TO THE CODE OF CONDUCT

Board members who breach statutory obligations or the provisions of this Code or their employment contract will be dealt with by the Chairperson in a manner determined by a majority of the Board. Any action taken against a Board Member shall be consistent with the provisions of the *Racing Act 2002*.

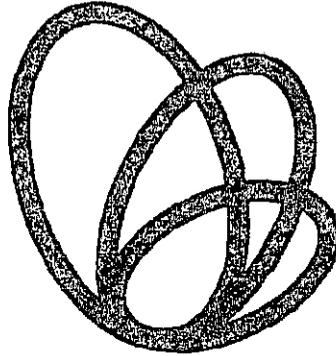
All Racing Queensland officials who breach statutory obligations or the provisions of this Code or their employment contract may be subject to disciplinary action, including, where appropriate, instant dismissal.

The CEO or Director Integrity Operations or their delegated managers will deal with breaches by an employee of Racing Queensland. Where it is not considered harsh, unjust or unreasonable to do so, the CEO or Director Integrity Operations or their delegated managers may suspend a Racing Queensland official from work, either with or without pay, while an alleged breach is being investigated. Disciplinary action may constitute, but is not restricted to, counselling, warnings or reprimands or suspension or dismissal, as the case requires.

Serious breaches, such as official misconduct, may need to be referred to the Crime and Misconduct Commission. Any action taken will accord with the principles of procedural fairness. In the case of suspected or actual official misconduct or maladministration, procedural fairness does not mean that the person under investigation is to be presented with the allegations prior to an investigation. The relevant investigating authority will determine the appropriate time for advising the person of the allegations and affording the person the opportunity to respond.

REVISION HISTORY

Revision	Date	Description of Changes	Author
01.00	1/7/2010	New Policy	HRBS



RACING QUEENSLAND

OFFER OF EMPLOYMENT

CONFIDENTIAL

This Offer of Employment is made by:

RACING QUEENSLAND LIMITED (ACN 142 786 874)

To

Wade BIRCH (referred to in this document as "You or Your")

This Agreement sets out the terms and conditions of employment being offered by Racing Queensland Limited (RQL).

1. ENGAGEMENT

- 1.1. You shall be employed by RQL in Your Position as set out in Schedule 1 to this Agreement and in such other offices or capacities, as may from time to time be assigned to you in accordance with the terms of this Agreement.
- 1.2. The duties that you perform will be in line with the **attached** Role Profile and may vary from time to time in accordance with the terms of this Agreement and business requirements. If your duties do vary, the terms and conditions set out in this Agreement will continue to apply unless otherwise agreed in writing. Because RQL is a new entity created by amalgamating three separate control bodies, it is expected that there will be changes made to that role profile in the future as RQL adapts responsively to future challenges. It is agreed that any changes will not fundamentally alter the nature of your role. RQL will consult you in advance about any changes that are proposed for your position description. In turn, you agree that you will diligently fulfil the responsibilities set out in your position description, as it stands from time to time.

2. PLACE OF WORK

- 2.1. Your principal place of work will be the Location(s) set out in Schedule 1 to this agreement. You may be required to perform your duties at other locations as reasonably requested. RQL may move your principal place of work to another location due to business requirements. If you are required to move your principal place of work, RQL will provide you with at least four weeks' notice of the move and will discuss any such change with you as soon as possible.

3. HOURS OF WORK

- 3.1. You will be employed on a full-time basis and are expected to work an average of at least 38 hours per week. The days on which you may be asked to work your ordinary hours are the Ordinary Days set out in Schedule 1 to this agreement, or such other days as are agreed with RQL to be your ordinary working days. Your starting and finishing times should be determined in consultation with your manager.
- 3.2. In order to meet the responsibilities of your position, operational or client requirements you may be required to work additional hours as necessary from time to time. Your Salary compensates you for all hours worked and you will not receive additional pay if working hours in excess of 38 hours per week as you acknowledge that your Salary reasonably compensates you for all hours worked.
- 3.3. Some employees will be entitled to time off in lieu of hours worked on particular days. If you have any such entitlement it is set out in Schedule 1 as Time Off in Lieu Entitlements.
- 3.4. Hours of work for some employees are rostered to periodically allow for a rostered day off. Such rostered days off may be taken provided that the employee has worked an average of 38 hours per week over the remaining days of work. If You are entitled to schedule your working hours in this way, details are set out in Schedule 1 as RDO Entitlements.
- 3.5. Punctuality is important in providing a proper service to clients. If you are unable to attend work on any day, or will be late for work, you must personally advise RQL of any absence as soon as possible.
- 3.6. Depending on the nature of your work, you may be entitled to specific Meal Breaks. If so, these are set out in Schedule 1 at Meal Breaks.

4. REMUNERATION AND SUPERANNUATION

- 4.1. Your remuneration is calculated on a total remuneration value (TRV) basis, which is inclusive of all remuneration entitlements and RQL's compulsory superannuation contribution. Details of your TRV, effective from 1 July 2010 are set out in Schedule 1 to this agreement.
- 4.2. That part of your TRV remaining after deduction of superannuation, (including any deemed or notional contributions), any salary sacrifice arrangements implemented by you and any other entitlements we are obliged to provide will be your gross Salary. You authorise RQL to deduct the following, where applicable, from your TRV in order to calculate your actual net salary payments:
- (a) Taxes required by law, including PAYG and FBT;
 - (b) Compulsory superannuation contributions;
 - (c) The cost of any salary sacrifice arrangements implemented by you;
 - (d) Any other deductions which you have authorised RQL to make;
 - (e) An amount equal to your TRV for the period of any unauthorised absences, any unpaid leave or periods when you have failed to provide the required notice of termination of your employment. You agree that your signing of this Agreement amounts to express written consent to deduct an amount in accordance with the *Fair Work Act 2009*;
 - (f) Any contribution that you are required to make to the cost of a motor vehicle as set out in Schedule 1 under Additional Benefits.
- 4.3. Your Salary will be paid to you fortnightly in arrears.
- 4.4. RQL will pay superannuation contributions in accordance with statutory requirements into a nominated complying superannuation fund of your choice. You may elect to contribute additional amounts of your Salary, as agreed, into your superannuation fund.
- 4.5. Your remuneration arrangements will be reviewed annually. There is no guarantee that your TRV will be increased each year. Any review will take into account market movement, your performance and RQL's financial situation.
- 4.6. RQL takes a flexible approach to the structuring of TRV and allows its employees to determine how they will receive their remuneration. You will be permitted to structure your TRV in accordance with the RQL Remuneration Policy and Procedures that are in place from time to time. That policy currently allows for employees to change their salary package options annually.
- 4.7. You will be responsible for all costs associated with salary sacrificing. Any salary sacrifice is subject to Australian Tax Office rulings and, should there be any change to the current treatment of salary sacrificing, the salary sacrifice arrangement will be reviewed to ensure that there are no additional costs to RQL.
- 4.8. You agree that in the event of an overpayment of salary, RQL may recover the amount of the overpayment by way of deduction from your future earnings. If this occurs, RQL will provide you with written notification of the intention to recover the overpayment and the amount to be recovered.
- 4.9. You agree that any monies owing to RQL upon termination of employment may be deducted by RQL from your final termination pay.
- 4.10. You agree that your Salary has been set to include all allowances, penalties and loadings that may be payable to you, regardless of how that entitlement arises. You also agree that, if at any time during your employment, you are entitled to payment for overtime, penalties, loadings and allowances under an award or agreement, your Salary is being paid as a composite payment in satisfaction of both your contractual entitlements and all such award or agreement entitlements. You agree that if your Salary exceeds the amount that you would be entitled to for ordinary hours of work under an award or agreement, then the

excess paid to you may be set off against any award or agreement entitlements and does not increase the rates payable to you under any applicable award or agreement.

- 4.11. Some employees may be entitled to Additional Benefits that reflect agreements made with previous employers. If you are one of these employees, those Additional Benefits are set out in Schedule 1. If there is any inconsistency between those Additional Benefits and the other terms of this agreement then the Additional Benefits will prevail.

5. LEAVE

- 5.1. All full time employees are entitled to 4 weeks' paid annual leave per 12 months of continuous service, accrued in accordance with the *Fair Work Act 2009*. Annual leave entitlements accrue throughout the year and accumulate from year to year when accrued leave is not taken. All annual leave will be approved in accordance with organisational requirements and must be approved prior to you taking leave. The RQL Leave Policy contains more details about the taking of annual leave and management of annual leave balances. You agree that it is reasonable for RQL to apply that Leave Policy.
- 5.2. The working patterns of some employees mean that they are entitled to additional annual leave entitlements. If you are one of these employees, details of your Additional Leave Entitlements are set out in Schedule 1 to this agreement.
- 5.3. To ensure you maintain a healthy work and life balance, you will be encouraged to take leave each year. We may direct you to take annual leave in accordance with applicable legislation, which currently requires the giving of notice and says that we cannot direct you to take all of your accrued leave. There are certain times during the year when annual leave will not usually be granted. Those times differ in various parts of the business. For example, employees working in the finance area will not generally be granted leave from May to September.
- 5.4. There is no separate leave loading payable to you as your TRV has been set taking this into account. On termination of employment, any accrued annual leave will be paid at your then current ordinary rate of pay.
- 5.5. Full time employees are entitled to paid personal leave of ten days per year in accordance with the *Fair Work Act 2009*. Personal leave includes sick leave and carer's leave.
- 5.6. Personal leave entitlements will accumulate from year to year but are not paid out upon termination.
- 5.7. The *Fair Work Act 2009* provides for carer's leave to be taken to care for a member of your immediate family or household who requires care or support due to an illness or injury or unexpected emergency affecting them. Your entitlement to take carer's leave is governed by the provisions of the *Fair Work Act 2009*. You may take unpaid carer's leave of up to two days per occasion if you have exhausted your paid personal leave entitlements.
- 5.8. If you are absent due to sick or carer's leave you are required to notify RQL at the commencement of your normal working time or as soon as reasonably practicable and, as far as practicable, state the estimated duration of the absence. You may be required to produce a medical certificate or other proof that RQL considers reasonable proof of the reason for your absence if you take sick or carer's leave. The RQL Leave Policy contains more information about these requirements.
- 5.9. You are entitled to paid compassionate leave in accordance with the *Fair Work Act 2009*. That Act currently provides for a maximum of two days for each occasion when a member of your immediate family or a member of your household contracts or develops an illness that poses a serious threat to their life, or sustains an injury that poses a serious threat to their life, or dies. You may be asked to provide reasonable evidence of the illness, injury or death before you are entitled to take this paid compassionate leave.

- 5.10. You may be entitled to parental leave (maternity, paternity and adoption leave) if applicable in accordance with the *Fair Work Act 2009* and to any Additional Benefits set out in Schedule 1 that relate to parental leave.
- 5.11. Unless provided otherwise in Schedule 1, under Additional Leave Entitlements, you are entitled to long service leave in accordance with legislative requirements and in accordance with the RQL Long Service Leave policy.

6. EMPLOYEE OBLIGATIONS

6.1. In accordance with your duties you must:

- a. Perform to the best of your ability and knowledge the duties assigned to you, in a manner consistent with your position, as determined by RQL.
- b. Exhibit professional behaviour and attitude in dealings with managers, employees, clients, and suppliers of RQL, and all others.
- c. Take all reasonable steps to meet performance criteria that RQL establishes from time to time.
- d. Abide by all safety, quality and security procedures applying to RQL's operations and premises.
- e. Refrain from all behaviour that could be perceived as discrimination, harassment or bullying in the workplace under the applicable legislation.
- f. Observe and comply with all policies, procedures, and operational manuals, as amended by RQL from time to time and all reasonable directions given by RQL.
- g. Not engage in remunerated work outside of RQL that may be a conflict of interest or lead to a reasonably perceived conflict of interest, without RQL's prior written consent.
- h. Not claim or accept any fee, gratuity, commission or other benefit from any source other than RQL in payment for any services concerned with RQL's business.
- i. Devote the whole of your time and abilities during normal working hours and at such other times as may be reasonably necessary, to the performance of your duties.
- j. Use your best endeavours to promote, develop and extend RQL's business interests and reputation and not do anything to the detriment of those business interests or reputation.
- k. Comply with, implement and enforce any legislation that applies to the duties or responsibilities of your position.
- l. Immediately notify RQL if you become aware or have reason to believe that another employee of RQL has failed to comply with any legislation applying to their duties or responsibilities.

7. CONFLICT OF INTEREST

7.1. You must not engage in any activity that would conflict with RQL's interests or operations. Conflict of interest will be determined in accordance with RQL's Conflict of Interest Policy, which may be amended by RQL from time to time. Examples of situations that might create a conflict of interest are:

- (a) Any interest in property used for stud purpose, agistment, breeding, training or other purposes associated with the racing industry;
- (b) relationships with licensed persons in the racing industry or with any person providing services or facilities to the racing industry;

- (c) any involvement in the ownership, breeding, leasing, claiming, racing or management of horses or greyhounds;
- (d) having a family member who is a licensed person in the racing industry or who provides services or facilities to the racing industry.

7.2. You warrant that, from 1 July 2010, there will be no circumstances which would create a perceived or actual conflict of interest between your personal interests and your obligations to RQL. This offer of employment is made to you on the condition that you complete and sign the Conflict of Interest and Racing Interest Declaration Form prior to commencing with RQL. This form will be required to be completed annually or where there is any change to your circumstances.

7.3. If you have an actual or perceived conflict of interest, you must immediately advise the appropriate person in accordance with RQL's Conflict of Interest Policy and follow any directions given to you. Failure to report an actual or perceived conflict of interest is an extremely serious matter and may be treated by RQL as serious misconduct which is sufficient to justify terminating your employment.

7.4. You must not accept any payment or other benefit from any person as an inducement or reward for any act or forbearance with any matter or operation transacted by RQL or on its behalf. You must report any actual or potential conflict of interest to RQL immediately.

8. INFORMATION, POLICIES AND PROCEDURES

8.1. It is a term of your employment contract that you must comply with all lawful orders, instructions, standards, policies and procedures in existence at RQL. While you must observe and comply with these policies and procedures, the contents of those policies and procedures do not form terms and conditions of your employment contract with RQL unless expressly referred to in this Agreement. If there is any inconsistency between the terms of this Agreement and RQL's policies and procedures, the terms of this Agreement will prevail.

8.2. To the extent that RQL's policies and procedures refer to obligations on RQL, you agree that they are guides only and not contractual terms, conditions or representations on which you rely.

8.3. You will not knowingly withhold any information or material within your possession that may affect RQL's performance or reputation.

9. CONFIDENTIAL INFORMATION

9.1. You must not at any time during your employment with RQL, or at any time after your employment terminates, disclose to any other person or use or attempt to use any Confidential Information of RQL except:

- (a) With RQL's prior written permission;
- (b) In the proper performance of your duties;
- (c) As expressly allowed under this Agreement; or
- (d) For the purposes of disclosure only where you are legally obliged to disclose by a Court, Commission or Tribunal.

9.2. During your employment with RQL, you must use your best endeavours to prevent the unauthorised disclosure of any Confidential Information or trade secrets by a third party. When Confidential Information is disclosed as permitted by clause 9.1 you must ensure that the person to whom the information is disclosed is made aware of its confidential nature and use your best endeavours to ensure that person does not use or disclose that information.

9.3. The obligations of this clause shall survive the termination of this Agreement. You must not, after termination of employment use Confidential Information for a purpose other than for the benefit of RQL.

10. INTELLECTUAL PROPERTY

10.1. You acknowledge and agree that all existing and future intellectual property rights in any Confidential Information or in respect of any intellectual property developed, in development, created or conceived wholly or partly by you, alone or together with any other person or body, whether during or outside working hours:

- a. On RQL's premises or using RQL's facilities or resources, facilities or resources which were in the care and control of RQL, or any of RQL's employees, officers, agents, subcontractors or representatives;
- b. Directly or indirectly as a result of the employee or anybody else's access to confidential information;
- c. In the course of, as a consequence of or in relation to the performance of the employees duties;
- d. Relating to RQL's general methods of operation; or
- e. In respect of or associated with any of RQL's products or services, and any alterations or additions or methods of making, using, marketing, selling or providing those products or services;

vest in and belong to RQL, and to the extent necessary to vest ownership in RQL, the intellectual property is deemed to be assigned to RQL as its exclusive property.

10.2. You agree to execute all documents, including any assignments, and do all acts and things, required by RQL for the purpose of effecting and perfecting the title of RQL or its nominee to the intellectual property rights described in the clause above, in Australia or such other countries as RQL requires. You consent to RQL infringing any Moral Rights that you may have or become entitled to, in any work created, developed, modified or enhanced in the course of their employment.

10.3. You must immediately disclose to RQL in writing, any invention or improvement you make or think of during the course of your employment.

10.4. Your obligations under this clause will continue, notwithstanding the expiry or termination of this Agreement.

11. PRIVACY

11.1. You must not remove or copy any information, including client or employee information, from RQL's premises without RQL's consent.

11.2. During the course of your employment, You agree that RQL may collect, use, handle and/or disclose your personal information in the proper course of business; such as to facilitate the provision of salary and benefits, and supply required information to external superannuation and insurance providers. This may include your address, date of birth, health information and professional associations.

12. RQL PROPERTY AND SECURITY

12.1. All documents, records, papers, manuals, materials of any nature and other property of, or relating to, the business of RQL, whether prepared by you or not, are and remain the property of RQL.

12.2. You agree to take all reasonable steps to ensure the security of and protect all Confidential Information and Intellectual Property Rights of RQL in your possession, power or control. You agree to comply with, and to the best of your endeavours ensure that other employees or contractors engaged by RQL comply with, all of RQL's security guidelines, procedures, rules and regulations (whether formal or informal).

- 12.3. No materials, tools or equipment of any description may be borrowed or removed from the premises without the prior consent of RQL.
- 12.4. Upon termination of this Agreement, you shall immediately deliver to RQL all documents, records, papers, materials of any nature whatsoever and other property of, or relating to, RQL's affairs or any of RQL's related business entities, which may be in your possession or under your control.
- 12.5. If you are provided with a security access device of any kind, such as a key or computer coded access card, you will:
- ▶ immediately return the device to RQL on termination or your employment or earlier request;
 - ▶ not copy nor permit the copying of the device or any aspect of it which is integral to its function of security;
 - ▶ not give the device to anybody else or permit anybody else to use the device; and
 - ▶ use the device strictly in accordance with any conditions advised by RQL in respect of it.

13. TERMINATION OF EMPLOYMENT

- 13.1. Subject to RQL's rights regarding summary dismissal, either you or RQL may terminate your employment by giving one months notice, or a mutually agreed lesser period, to the other party in writing. RQL may pay you the equivalent of that period or part of the period in lieu of such notice. The notice period required to be given by RQL will be increased by one week if you are over 45 years of age and employed for more than two years of continuous service with RQL.
- 13.2. During any period of notice, RQL may require you:
- ▶ To perform duties that are different from those that you were required to perform during the rest of your employment with RQL, provided that you have the necessary skills, training, education and experience to undertake them; or
 - ▶ To not present yourself for work, do any work or contact any of RQL's clients or personnel for any period up to the date of termination of employment.
- 13.3. During any period of notice you will continue to be employed by RQL and you must not engage or prepare to engage in any business activity that is the same or similar to the duties you were performing for RQL. Up to the termination of your employment you and RQL shall remain bound by the mutual obligations of trust and confidence.
- 13.4. If you do not give the required notice and there is no agreement regarding a shorter notice period, RQL is authorised to withhold or deduct from your final termination payment, the equivalent amount of salary in lieu of the required notice. Some employees are entitled to an additional separation benefit if they resign from their employment. If you are one of these employees, details of the applicable separation benefit are set out in Schedule 1 as part of the Additional Benefits.
- 13.5. RQL may terminate your employment summarily without notice or payment in lieu of notice if you commit any dishonest act, serious misconduct or any other act that justifies summary dismissal. If your employment is summarily terminated by RQL you will not be entitled to any notice payment, or other benefit on termination other than the statutory entitlements accrued up to and including the termination date. Such payment will be in full satisfaction and discharge of all claims and demands by you against RQL in respect of your employment.
- 13.6. Following termination of your employment, upon RQL's request, you agree to provide RQL with reasonable assistance regarding any matter relating directly or indirectly to your employment, or which arises out of events which occurred during the period of your employment, including providing statements or affidavits, attending meetings and attending hearings or inquiries.

- 13.7. If your employment is terminated due to redundancy, you will be provided with redundancy entitlements in line with relevant legislation. The *Fair Work Act 2009* currently provides for the following redundancy entitlements:

Period of continuous service on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

If you are entitled to any additional payments on redundancy, these will be set out in Schedule 1 under Additional Benefits.

14. ENTIRE AGREEMENT

- 14.1. This Agreement forms the entire agreement between you and RQL and shall operate to the exclusion of, and wholly replace, all other contracts or agreements that would otherwise apply to your employment. This Agreement supersedes all prior agreements, understandings and negotiations.
- 14.2. This Agreement represents a full record of the contractual terms and conditions with respect to your employment with RQL and supersedes any prior oral or written contract or understanding between you and RQL.
- 14.3. You agree that you will, if requested by RQL in the future, sign additional documents which include words to the effect that this Agreement forms the entire agreement between you and RQL regarding your terms and conditions of employment.
- 14.4. Any award or legislation applicable to your employment does not form a term of your employment contract.

15. VARIATION

- 15.1. The terms and conditions of this Agreement may only be amended by agreement in writing signed by you and RQL.

16. SEVERABILITY

- 16.1. If any provision in this Agreement is unenforceable, illegal or void, then it is severed and the rest of the Agreement remains in force.

17. WORK ELIGIBILITY

- 17.1. Your employment is conditional upon you providing to RQL, prior to your commencement, evidence of your eligibility to work in Australia.

18. WARRANTIES

- 18.1. You warrant that you have the expertise, qualifications, licenses and registration necessary to perform your duties and will perform them in a manner appropriate to a person

having such expertise, qualifications, licenses or registration. You must maintain that expertise, qualifications, licenses and registration throughout your employment.

19. CONFIDENTIALITY OF AGREEMENT

19.1. This Agreement and its contents are confidential and should not be communicated to any other party.

20. DEFINITIONS AND INTERPRETATION

20.1. Confidential Information means the trade secrets and all other information regarding RQL's affairs which become known to you in circumstances where you know, or should know, that the information is to be treated as confidential. This Confidential Information includes without limitation any information that:

- (a) Would be of commercial value to a competitor of RQL.
- (b) Relates to RQL's financial affairs; including financial information, accounts work, financing information, management reports and performance or profitability reports and margins.
- (c) Relates to RQL's operational requirements.
- (d) Relates to any arrangements or transactions between RQL and stakeholders in the racing industry.
- (e) Relates to RQL's customers; including customer details, customer lists, details of customer requirements, details of customer prospects, the identity of any customer, their requirements and their financial affairs.
- (f) Relates to any functions you perform in relation to the regulation, licensing, administering or policing of racing and its integrity
- (g) Relates to or is contained in any of RQL's computer data bases or software.
- (h) Relates to any arrangements or transactions between RQL and its respective suppliers or contractors; including their identity and the price or charges in respect of the supplies or services RQL acquires from them.
- (i) Relates to or is contained in any manuals or handbooks produced by RQL.
- (j) Relates to RQL fees, quotations, prices or charges in respect of services or products.
- (k) Relates to the marketing and selling techniques used by RQL; including marketing plans, sales plans, research and data surveys.
- (l) Relates to trade secrets, technical specifications, know how, plans, design concepts, ideas, design specifications, manufacturing or development processes, research, formulae, processes, applications, unique features or techniques in respect of any of RQL's products, services or operations, whether existing or in development.
- (m) Relates to or is associated with any of RQL's technology or software, or any related products or services, including any source code, programming, plans, concepts, specifications, alterations or additions, content, features, operation opportunities, benefits or market appeal, whether produced by you or otherwise.
- (n) Is prepared by RQL or anybody else based on or incorporating information referred to in paragraphs (a) to (m) above, including all notes and other records, whether written or otherwise, and any copies of the information, notes and other records referred to in paragraphs (a) to (m) above.

But does not include information that:

- (o) Was rightfully in your possession and not subject to an obligation of confidentiality before the negotiations leading to the commencement of your employment with RQL, whether pursuant to this Agreement or otherwise.

(p) Is or, after the commencement of your employment becomes, available in the public domain other than as a result of a breach of this Agreement

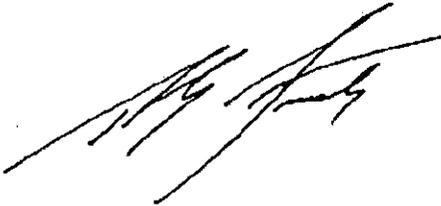
20.2. Intellectual Property Rights means any and all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future, including rights in respect of or in connection with any confidential information, copyright, including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents), trade marks, service marks, designs, circuit layout and performance protection (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such right and all renewals and extensions.

20.3. Moral Rights has the meaning given to that term in the *Copyright Act 1968* (C'th)

20.4. Schedule 1 means the Schedule attached to this agreement. It is agreed that all of the contents of that Schedule are incorporated as terms of this Agreement.

20.5. References to legislation are references to legislation as in force at the relevant time.

Signed on behalf of RQL by:

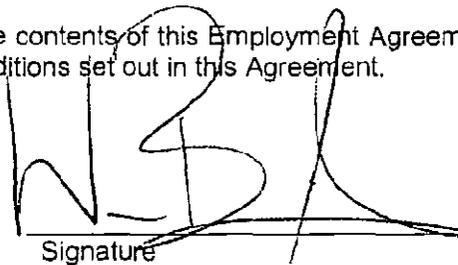


Bob Bentley
Chairman

I acknowledge that I have read the contents of this Employment Agreement and accept the offer of employment on the terms and conditions set out in this Agreement.

Wade BIRCH

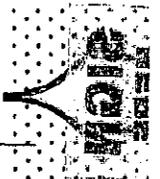
Employee Name



Signature

1 July 2010

Date



SCHEDULE 1

Employee Name	Wade BIRCH
Your Position	Chief Stipendiary Steward (Thoroughbreds)
Location(s)	RQL's Head Office at Deagon or any such other location as RQL directs you to work from. If you are required to move your principal place of work from RQL's Head Office at Deagon, RQL will provide you with at least four weeks' notice of the move and will discuss any such change with you as soon as possible.
Ordinary Days	An average of five days to be worked between Monday and Sunday and averaged over a 4 week cycle. Ordinary Days include public holidays as directed by RQL.
Base Salary	\$ 142,697.25
Superannuation	\$ 12,302.75
Total Remuneration Value (TRV)	\$ 155,000.00
	If you choose to take up the option of RQL providing you with a vehicle, then your TRV will also include your agreed contribution towards the vehicle's cost as set out in the Additional Benefits at Schedule 1.
Additional Benefits	<p>1. RQL will provide you with a 4 cylinder vehicle, provided that you agree to salary sacrifice an amount equivalent to 50% of the annual value of the vehicle nominated by RQL. Effective from 1 July 2010, a 4 cylinder vehicle is valued at \$12,000 per annum.</p> <p>If at any time you cease salary sacrificing this agreed amount you will no longer be entitled to the use of the vehicle. You may choose not to accept the offer of use of a vehicle but if you do so, RQL's provision of a vehicle cannot be cashed out and does not form part of your TRV.</p>

	<ol style="list-style-type: none"> 2. RQL will provide a mobile telephone for business use and for reasonable private use in accordance with RQL policies and procedures. 3. RQL will cover 50% of your home telephone account, provided that all such costs will be determined in accordance with any relevant RQL policies in place from time to time. 4. 100% paid internet connection and reasonable use through RQL plan with Telstra
<p>Additional Leave Entitlements</p>	<ol style="list-style-type: none"> 1. You are entitled to one week's extra annual leave per 12 months continuous service. This extra week's leave will accrue throughout the year. 2. You are entitled to accrue long service leave on the basis that you are entitled to 13 weeks long service leave after 10 years continuous service. Once you have completed 10 years service, additional long service leave will then accrue on a pro rata basis.



EMPLOYEE HANDBOOK

TABLE OF CONTENTS

WELCOME TO QUEENSLAND RACING LIMITED.....	3
INTRODUCTION TO QRL	4
Who We Are.....	4
What We Stand For.....	4
Where We Come From; The History of Racing.....	4
Our Organisational Structure	8
Our People.....	9
Training and Development	11
Career Opportunities	11
Performance Reviews.....	11
Remuneration Reviews	11
Communication	12
Company Mobile Phones.....	13
Company Motor Vehicles.....	13
Company Equipment and Property	13
Social Activities	13
Employee Records	14
Reimbursement of Expenses	14
POLICIES AND PROCEDURES.....	15
Code of Conduct.....	15
Workplace Health and Safety.....	16
Smoking, Drugs and Alcohol.....	16
Personal Presentation	17
Working Hours	17
Leave Entitlements	17
Payroll	20
Privacy.....	21
Information Technology.....	21
Discrimination and Workplace Harassment	22
Grievance Procedure	23
Confidentiality and Intellectual Property.....	24
Performance Counselling.....	24
Termination of Employment.....	25
EMPLOYEE DECLARATION	26

WELCOME TO QUEENSLAND RACING LIMITED

It is with pleasure that we welcome you to the Queensland Racing Limited (QRL) team.

Racing occupies a vital place in Queensland's cultural and sporting life. It also makes an important contribution to the state's economy; generating jobs, fostering tourism and creating wealth throughout Queensland. As a QRL employee, you will be part of the ongoing development of a more professional racing industry.

Queensland Racing Limited aims to offer its employees interesting, fulfilling and rewarding work in an exciting and dynamic industry. In return, QRL expects the highest standards of professionalism, diligence and integrity.

This handbook has been designed to help you better understand the organisation and to provide a summary of the principles for which QRL stands, information about our values, how we behave and how we work with other people; the benefits to which you are entitled; the policies and procedures affecting your employment; and the undertakings and commitments of Queensland Racing Limited and its employees.

This handbook should be read in conjunction with the human resource policies and procedure manual and your employment agreement or letter of offer.

Because no handbook can anticipate every circumstance or question about policies or conditions, QRL may need to change and add to the handbook. Should this be required; any changes will be communicated to you as they happen.

You should read, understand, and comply with all provisions of the employee handbook. If you do not understand any information contained in the handbook, or if you have any questions concerning the policies or benefits outlined in the handbook, it is important that you speak with your manager.

I look forward to a long and happy association with you as a member of the QRL team.

Yours sincerely

Malcolm Tuttle
Chief Operations Manager

INTRODUCTION TO QRL

Who We Are...

Queensland Racing Limited is the control body for thoroughbred racing in Queensland. We coordinate, manage and regulate the industry by:

- ✦ Administering the rules of racing.
- ✦ Implementing sound policies.
- ✦ Enforcing standards of safety and integrity.
- ✦ Licensing industry participants.
- ✦ Licensing race clubs and monitoring their activities and performance.
- ✦ Monitoring the condition of racecourses and working with race clubs to ensure courses are developed to a suitable standard.
- ✦ Commissioning and undertaking research and promotional activities.
- ✦ Administering industry funding and commercial agreements.
- ✦ Representing the Queensland racing industry on the peak national body, the Australian Racing board, and its sub-committees.

What We Stand For...

Our Mission

To further enhance the quality and integrity of thoroughbred racing in Queensland.

Our Values

QRL recognises that our people make the difference and that we need to attract, develop and retain good people. Five values underpin our work:

- ✦ **Professional and Ethical** – at all times we are professional and ethical in our dealings with stakeholders and colleagues.
- ✦ **Results-Orientated** – we ensure that our day-to-day activities are consistent with and contribute to achieving our goals.
- ✦ **Teamwork** – we work as a team to deliver the best solutions for our stakeholders, recognising and rewarding both team and individual contributions.
- ✦ **Customer Service Excellence** – we strive to serve our customers with excellence.
- ✦ **Balance Between Professional and Personal Life** – we recognise that people are our main asset so achieving a balance between professional and personal time is in the best interest of individuals and the organisation.

Where We Come From; The History of Racing...

Racing has a rich and colourful history in Australia that can be traced back to the earliest days of colonisation by Europeans. Seven horses arrived with the first fleet in 1788, when horses played a vital role in everyday life as a mode of transport, beasts of burden and as a form of recreation.

With horses so important in the colony, it did not take long for the competitive spirit to test the speed of horses and the skill of riders and Australia's first organised horse race is recorded as taking place at Batmans Hill in New South Wales in 1838. Four years later, Australia's first race club, the Australian Jockey Club, was established.

The following year, 1843, saw Queensland's first organised racing meeting held at Coorparoo. However, it was not until 1863 that the Queensland Turf Club was formed and 1865 until the club

hosted Queensland's first official race meeting. The next year Forrester won the first Brisbane Cup and Queensland's love affair with horses and racing had begun.

With the growth of the sport, and the federation of the colonies into the Australian nation, came the need to introduce standardised rules for conducting racing. By 1912 the principal clubs that controlled racing in each state had agreed on the Australian Rules of Racing.

Racing is all about champions and Queensland has produced some truly great horses and the Queensland racing public has witnessed history being made at the track. In 1946, Bernborough, arguably Queensland's greatest horse, won 15 successive events, including the Doomben Double. In 1961, a record crowd farewelled the great Tulloch at the Brisbane Cup; and in 1973, Gunsynd, the Goondiwindi Grey immortalised by Slim Dusty, was farewelled at Doomben.

Racing in Queensland has a record of innovation, often placing it at the cutting edge of the development of the sport and industry of racing. In 1878, the world's first totalisator was unveiled at Ipswich, west of Brisbane. In 1901, the year of federation, "electric light racing" commenced at the Gabba in Brisbane's east. In 1962 following Victoria's lead off-course betting was legalised through the Queensland TAB. Apart from providing a legal form of off-course betting, the TAB provided a source of income for race clubs and revenue for government.

TAB Queensland has grown from humble beginnings to become a billion-dollar operation. Today computers are such a part of mainstream life that it seems incredible that it was not until 1977 that the TAB took its first automated telephone bet and 1980 that it introduced computerised betting. In 1999, the Queensland Government approved privatisation of the TAB. Today the organisation is at the forefront of information technology.

The formation of the TAB began a process of liberating racing from the confines of racecourses and taking it to the public wherever they were. In 1986, Sky Channel began broadcasting races live to Queensland hotels and clubs. By 1991, racing had its own radio station, 4TAB, to serve the Queensland public with live race coverage and racing information. Three years later, telephone betting with bookmakers was legalised.

For much of its history, women were marginalised or excluded from the racing industry but by the late 1970s this had begun to change. Pam O'Neill successfully lobbied the Queensland Turf Club to license women as strappers and jockeys and in 1979 she won her licence, making her the first woman jockey in Australia. On her first day riding, Pam created a world record for any jockey, male or female, when she rode a treble at Southport. Today women are successful jockeys, stable hands, trainers and veterinarians and occupy key positions in racing industry administration and marketing.

Along with its proud record of leading industry development and producing champions, Queensland also shares the dubious distinction of being the venue for one of racing's most notorious incidents. On 18 August 1984, an open-class sprinter, Bold Personality, was substituted for an ordinary country horse. The Fine Cotton ring-in was uncovered by stewards at the Queensland Turf Club and became another chapter in racing's rich and colourful history.

With the growth of the sport and industry of racing came the need for more professionalism and the highest standards of industry integrity assurance.

The Racing Science Centre was created in 1989 in response to the "caffeine crisis", when errors in drug testing caused a spate of false positive tests to be reported. The Racing Science Centre

oversees testing of racing animals for illicit drugs, as well as working with racing administrators and trainers on animal welfare issues.

The Racing Development Fund (RDF), established in 1981, heralded an era of industry expansion. Money for the RDF came from a percentage of TAB turnover, fractions and unclaimed dividends and was used to upgrade racing facilities, fund race series and help the industry develop professionally.

By 1990, the Queensland Government believed the State's five principal clubs were no longer able to provide the leadership and management the racing industry needed for it to meet the challenges of an increasingly complex and competitive environment. The Government released its "Green Paper" for restructuring racing administration and, after lengthy industry consultation, the Queensland Principal Club, the forerunner to Queensland Thoroughbred Racing Board, was created in 1992 to unify racing administration in the State.

The industry of racing had grown to become a major part of the Queensland and Australian economy but its actual contribution remained a mystery and a major study of racing's economic impact was commissioned. The landmark 1992 ACIL report found Australian racing generated \$2.4 billion in GDP and the contribution to Queensland's Gross State Product exceeded \$400 million.

The Queensland Principal Club initiated the industry's first strategic plan, Form Guide to the Future, in 1998. Studies conducted by KPMG found Queensland racing (including the thoroughbred, harness and greyhound codes) contributed \$700 million to the State economy and generated full-time, part-time and casual jobs for almost 24,000 Queenslanders. The State Government received almost \$100 million in revenue from the industry.

With privatisation of the TAB, now known as UNiTAB, in 1999, the racing industry became master of its destiny. The new arrangements meant the industry's revenue was directly tied to its ability to generate betting turnover. The industry would succeed or fail on its merits.

To address the new commercial realities, a skills-based board was appointed to head Queensland Racing in 2002. The board focussed on rationalising Queensland's racing calendar to maximise betting turnover on Queensland races.

In 2003, Queensland Racing relocated to a modern, purpose-built facility at its Deagon training centre. The industry also began reaping the benefits of reform, with increased revenue and lower costs translating into big prize money increases. 2004 saw the first full year of reform, with the financial gains consolidated, record betting turnover and record attendance at Queensland's feature race carnivals.

Racing is being marketed to a new generation of people through flagship events like the Queensland Winter Racing Carnival. Regional racing series like the Matilda Highway series and the Reef 'n' Rainforest series are stimulating interest in racing throughout the state and linking racing with tourism, one of Queensland's largest, fastest growing and most important industries.

Racing is building on its rich history to meet the challenges of the new millennium. Its dynamism means it will continue to be an integral part of Queensland social life and a significant contributor to the Queensland economy.

On the 21 April 2006 the Queensland Parliament passed the Racing Amendment Act whereby on the 1 July 2006 the existing thoroughbred control body, Queensland Thoroughbred Racing Board, ceased to be a statutory body and was established as Queensland Racing Limited. Queensland

Racing Limited is a company limited by guarantee and its constitution, will ensure the income and property of the company must be applied solely towards the promotion of the objects of the company. No portion of Queensland Racing Limited income or property can be paid, or transferred, directly or indirectly to members of the company.

ROLE OF QRL and INDUSTRY STRUCTURE

Overview

QRL and the Queensland thoroughbred racing industry operate within a complex industry structure that poses its own challenges and requirements. The key elements of the structure are as follows:

QRL is the licensed control body for the Queensland industry, responsible for establishing and maintaining the policies, funding and licensing arrangements, the product and program and safety and integrity of the industry. QRL is licensed under the *Racing Act 2002* and is a company limited by guarantee.

- ✦ QRL interacts with the other Principal Racing Authorities (PRA's) through the Australian Racing Board which sets the rules of racing and seeks to coordinate the national racing program.
- ✦ Racing Information Services Australia (RISA) which provides a wide range of services to the racing industry and also commercialises the racing product, is owned jointly by the PRA's.
- ✦ Funding for the industry comes principally through a product and program agreement entered into by the three racing codes with UNiTAB. The three codes operate together as members of Queensland Race Product Co Limited. Under race information legislation that has or will be implemented by all States and Territories, each PRA now charges wagering operators for the use of their information for the purpose of race wagering and this charge in most cases gets passed back to relevant PRA's. For example, QRL obtains revenue from UNiTAB under the product and program agreement for UNiTAB's use of racing materials in Australia for wagering purposes, charges each wagering operator for use of the Queensland product (with an exemption for UNiTAB given its product and program agreement) and gets charged by each PRA for UNiTAB use of the product of the other PRA's.

The constitution of QRL is based on best corporate governance principles and has been tailored to suit the Queensland thoroughbred racing industry. The constitution complies with the requirements of the *Racing Act 2002* and the *Corporations Act 2001*.

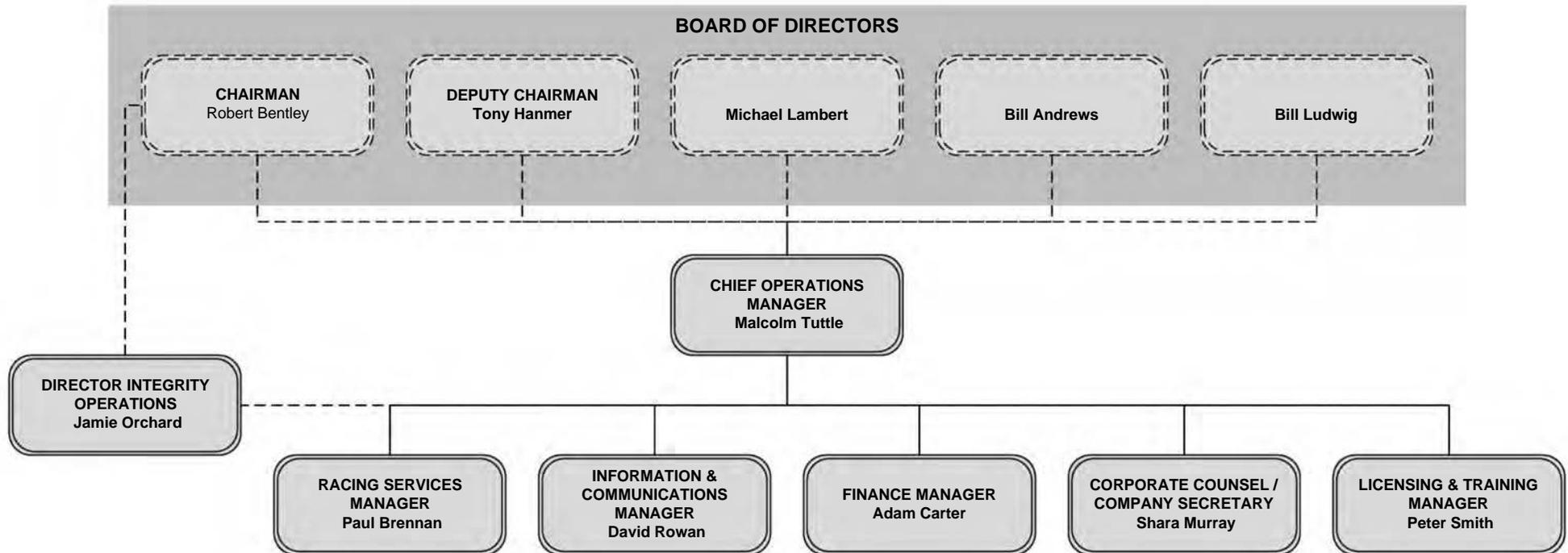
The constitution provides for 2 classes of Members, these being Class A members and Class B members.

Class A members consist of:

- ✦ Metropolitan TAB Clubs
- ✦ Other TAB Clubs
- ✦ The Queensland Country Racing Committee
- ✦ The Australian Trainers Association (Queensland Branch)
- ✦ The Thoroughbred Breeders Association of Queensland
- ✦ The Thoroughbred Racehorse Owners' Association of Queensland
- ✦ The Queensland Jockeys Association Inc
- ✦ The Queensland Bookmakers Association

Class B members consist of the board of QRL being 5 directors.

Our Organisational Structure



Our People

Chief Operations Manager – Malcolm Tuttle



The chief operations manager is responsible for the operations of Queensland Racing within established policy and in accordance with the delegated authority of the Board of Directors. In addition to leading the Executive team, the chief operations manager is required to provide strategic advice to the Queensland Racing Board in relation to the business of thoroughbred horse racing.

Director Integrity Operations – Jamie Orchard



The Integrity section ensures the effective delivery of integrity services and operational stewarding throughout the state and is responsible for policy, strategy and performance under these areas, management of the complaints system and investigations as required, and maintaining the interaction with various levels of government. Other responsibilities include the effective delivery of betting analysis and monitoring of all TAB Queensland races.

Racing Services Manager – Paul Brennan



The Racing section works with Clubs, the other codes of racing and UNITAB to develop the most effective allocation of race dates, as well as scheduling prizemoney and developing state-wide racing programs and black type races.

Other responsibilities include; management of the Queensland Thoroughbred Investment Scheme (QTIS), the provision of secretariat support to the owners' and breeders' associations, the management of Queensland's Black Type allocation, the interface with the Trainer's Service Centre, the provision of handicapping services to the State, the management of the Deagon complex, and provides support to the Industry on Workplace Health and Safety issues.

Finance Manager – Adam Carter



The Finance section provides financial services to the Queensland racing industry and financial, business development and other corporate services to Queensland Racing. It administers the centralised prizemoney system and provides accounting and business analyst services to Queensland Racing.

Information and Communications Manager – David Rowan



The Information section provides information technology and telecommunications services internally to Queensland Racing. While the Communications section provides information to stakeholders in the racing industry and the general public through the monthly Queensland Racing Magazine, Queensland Racing's website and media releases. The Communications Department also organises events such as the annual Queensland Racing Industry Awards and works to promote the industry at all levels.

Corporate Counsel / Company Secretary – Shara Murray



The Corporate Counsel of Queensland Racing Limited complies with Acts of Parliament and government regulations, and that decisions of the board of directors are implemented. Racing appeals are also managed by this section as well as providing legal services to Queensland Racing.

Licensing and Training Manager – Peter Smith



The Training and Development section provides training services to licensees and other Queensland racing industry participants, as well as training, development and other human resource services to Queensland Racing. This section administers all license renewal and policy for Queensland and manages the licensing committee.

Chief Steward of Queensland – Wade Birch



Operational Stewarding provides effective delivery of stewarding throughout the state, including management of the regional offices at Toowoomba, Rockhampton and Townsville. It monitors and ensures compliance with relevant Queensland Racing policies and procedures as well as ensuring compliance with the Rules of Racing. This section is the driving force behind strategy development and implementation as well as formulating relevant policies and procedures. Other responsibilities include representing Queensland Racing at the National Chairman of Stewards Conference, Emergency Disease Management and other Stakeholder forums.

WORKPLACE CONDITIONS AND BENEFITS

Training and Development

QRL is committed to providing employees with training and development opportunities to ensure that you keep learning and developing within your job and our business. We employ a variety of strategies to create an organisational climate that attracts and retains employees of the highest calibre and optimises their opportunities to contribute to the achievement of our mission and objectives. It is essential to continually maintain and develop our skills to ensure that we provide our stakeholders with the highest standard of service and products, and to ensure that you develop to your full potential.

QRL encourages career development through continuing professional development, formal training, and opportunities for on-the-job experience. An additional component of our employee development strategy is our Study Assistance Scheme which provides assistance to employees participating in authorised education. Everyone is encouraged to, wherever possible, gain well-rounded experience and development within the company.

Career Opportunities

We value our employees and your career development and believe in promotion from within QRL; before we search outside the company, except where special circumstances exist, we will always look for talented people already working for us. All company vacancies will be advertised internally if the skills required for the position exist within QRL and preference will be given to internal applicants when other aspects are equal.

Performance Reviews

QRL is committed to creating an environment that encourages high levels of performance. The performance management system is an ongoing communication system between employees and their manager; providing an opportunity to plan, manage, review, recognise and improve performance. It involves establishing clear expectations and understanding about:

- The essential function the employee is expected to perform and the desired workplace behaviours.
- How job performance will be measured and assessed.
- How the employee and manager will work together to sustain, improve or build on existing performance
- How the employees' skills and knowledge will be developed to enable the employee to be more effective and efficient
- How the successful completion of the function will contribute to the goals of QRL.

Your first performance review will be during your qualifying period. Thereafter, QRL conducts performance reviews on an annual basis with progress reviews conducted every six (6) months to assess performance to date and address any issues that may prevent you from achieving your objectives.

Remuneration Reviews

QRL's remuneration standards are based on a "pay for performance" philosophy, according to your experience and your position. We will review remuneration levels on an annual basis.

If you have been with us for less than three (3) months you may not be eligible for a salary review due to your short length of time with us.

Communication

At QRL, effective communication is vital to foster a people focussed work environment defined by recognition, opportunity, respect, courtesy, cooperation, consideration and ongoing feedback. To ensure effective communication we need to consider the best method of communication for each situation. We have established some communication guidelines, which if followed will assist us in being effective communicators both internally and externally.

- ☒ All communication should comply with our values.
- ☒ Seek first to understand and then to be understood.
- ☒ Always respect confidentiality.
- ☒ As a minimum reply to communication in the method that it was received. To improve communication, go up the communication hierarchy (see below).
- ☒ Communicate with the receiver in mind, in a method and at a level appropriate to them.

The Hierarchy of Communication

Face to Face Communication	<p>When to Use</p> <ul style="list-style-type: none"> ☒ In conflict or potential conflict situations ☒ In sensitive situations or when involving sensitive information ☒ If delivering bad news ☒ If there is a significant issue or occasion ☒ To conduct performance reviews 	<p>How to Use</p> <ul style="list-style-type: none"> ☒ Be in an appropriate environment ☒ Be in the moment; no interruptions ☒ Be prepared; have all the facts ☒ Use active listening ☒ Use body language; eye contact, shake hands, mirror the other person
Phone Communication	<p>When to Use</p> <ul style="list-style-type: none"> ☒ If you cannot meet face to face ☒ If it isn't necessary to meet face to face ☒ To book external appointments ☒ When making a call would improve customer service and relationships 	<p>How to Use</p> <ul style="list-style-type: none"> ☒ Reception, extensions and mobiles should be answered professionally ☒ Urgent calls should be returned immediately ☒ Return all calls by close of business the following day
Written Communication	<p>When to Use</p> <ul style="list-style-type: none"> ☒ If it is important to document the facts or when a permanent record is required ☒ If it is beneficial to the recipient for it to be in writing ☒ To confirm conversations in conflict or potential conflict situations 	<p>How to Use</p> <ul style="list-style-type: none"> ☒ Personalise every letter ☒ Sign every letter personally ☒ Respond within seven days of receiving correspondence
Email Communication	<p>When to Use</p> <ul style="list-style-type: none"> ☒ To ask simple, non-confrontational questions ☒ To transfer information ☒ To set internal or external appointments ☒ If there is no chance for an error in interpretation ☒ If there is no conflict between the parties 	<p>How to Use</p> <ul style="list-style-type: none"> ☒ Be clear, make emails easy to understand ☒ All external emails should have a signature block ☒ If an email received is marked urgent it should be answered immediately ☒ Return all emails received by close of business the following day
Text Communication	<p>When to Use</p> <ul style="list-style-type: none"> ☒ If the communication is with someone internally ☒ When it is the only means of contact 	<p>How to Use</p> <ul style="list-style-type: none"> ☒ Check the recipient before sending ☒ Be clear; avoid 'text talk'

The door is always open at QRL; do not be afraid to approach your manager with your ideas, concerns and feedback. Team meetings are held regularly to discuss any concerns and provide you with the opportunity to suggest improvements. Your feedback is crucial to our success.

Company Mobile Phones

QRL may provide you with a mobile phone for the purpose of improving business efficiency. If we provide you with a mobile phone please remember its primary purpose is business, not personal, use. Personal calls within reason will be accepted, and form part of your remuneration package. All calls are itemised on monthly statements and any abuse of this entitlement may result in disciplinary action.

Please look after your mobile phone, QRL reserves the right to seek reimbursement from you for any damage, loss, theft, or other expenses incurred that are caused by an employee's wilful or negligent act or omission.

Company Motor Vehicles

QRL employees may elect to have an eligible motor vehicle included in their salary package, subject to approval. If you elect to do so please note the following conditions:

- ✘ The vehicle shall be made available for the authorised use of other employees during working hours and returned to QRL, at our discretion, if you are absent from work for an extended period.
- ✘ Unless in the event of an emergency, no person other than an appropriately trained employee shall operate the vehicle.
- ✘ We shall not accept responsibility for any penalty or fine that may be imposed in relation to the use of the vehicle unless required by law, in which case you shall reimburse us for the penalty or fine.
- ✘ You will ensure that the vehicle is properly maintained and we have the right to inspect the vehicle upon demand.
- ✘ We reserve the right to seek payment from you for any maintenance, repairs or replacement of the vehicle caused through the wilful or negligent misuse of the vehicle by you.
- ✘ Any maintenance and/or repairs to the vehicle shall be carried out by a service provider approved by QRL and, subject to the provisions above, at the expense of QRL.
- ✘ Should the vehicle be involved in an accident or otherwise damaged you must notify us immediately.

During the course of employment, employees may also use a company pool car. In addition to the conditions outlined above, use of pool cars is subject to the employee completing the log book to a satisfactory standard.

Company Equipment and Property

All documents, records, papers, manuals, materials of any nature and other property of, or relating to, the business of QRL, whether prepared by you or not, are the property of QRL.

All equipment and company property should be safeguarded and remain on QRL's premises unless permission has been granted for the item to be removed.

Social Activities

QRL encourages social activities to reward employees for their efforts. Occasionally we may hold social functions or request you to attend stakeholder or social functions, where alcohol is available.

QRL promotes the responsible consumption of alcohol and we expect employees to drink responsibly. Work related social activities are not compulsory. All work related social activities are not compulsory and that in the event you choose to consume alcohol at any work related function you should do so in moderation and respect those who do not wish to partake.

Employee Records

It is important that up-to-date records are accurately and rigorously maintained regarding your personal details and career history. Please ensure that you update any changes to your personal details such as your address, telephone number or emergency contacts, as well as any additional experience or qualifications gained through the employee service portal of ConnX.

Reimbursement of Expenses

If you use your own money for work related expenses we will reimburse you, as long as the expense is necessary to your job and:

- Your manager gives you the ok beforehand.
- You have documentary evidence of the expense satisfactory to your manager.
- You make a claim for reimbursement within a reasonable time of incurring the expense.

On occasion, you may be required to entertain stakeholders and business associates. This entertainment is dependent upon the existence of a business relationship and that the relationship would benefit QRL. When more than one employee is present at a business meal or entertainment event, the most senior employee must pay and claim the expense. All expense claims need to be approved by the appropriate manager prior to reimbursement.

Provided that we are satisfied the expenses incurred are legitimate business expenses, reimbursement will be made within fourteen days.

All expenditures must be reported accurately and in a timely way and an accurate and auditable record of all financial transactions relating to QRL must be maintained in accordance with generally accepted accounting principles. No entry should be made in the company records that distorts or disguises the true nature of any transaction.

Please note that submission of a fraudulent expense report will be regarded as serious misconduct and disciplinary action up to and including summary dismissal may apply.

POLICIES AND PROCEDURES

The following information is important extracts from our Human Resource Policies and Procedure Manual. As part of your induction you are expected to familiarise yourself with our policies and your responsibilities and obligations. The Human Resource Policies and Procedure Manual can be found on the QRL intranet.

Code of Conduct

QRL is committed to delivering the highest standards of corporate practice and business conduct. We aim to be a model corporate citizen; conducting business in an ethical and responsible manner, complying with all applicable legal requirements, promoting a positive and ethical work environment for employees, and making a positive contribution to the community.

Corporate Governance

- ✎ QRL is responsible for the control, supervision and regulation of the thoroughbred code of racing in Queensland.
- ✎ The Board is responsible for determining the strategic direction of QRL and ensuring compliance with the statutory obligations.
- ✎ The Chair of the Board plays an important leadership role in ensuring QRL works effectively.
- ✎ The Deputy Chair of the Board acts as the Chair of the Board during all periods when the Chair is absent from duty or, for another reason, cannot perform the functions of the office.
- ✎ The Chief Operations Manager and Director Integrity Operations are responsible for ensuring all QRL officials within their organisational area comply with the Code.

Principles of the Public Sector Ethics Act

- ✎ All officials must support the implementation of government policy effectively and impartially, and carry out official duties lawfully, observing statutory obligations.
- ✎ All officials must treat all stakeholders and employees with courtesy, honesty and fairness and with proper regard for their rights and obligations.
- ✎ All officials must perform their duties with the highest standards of personal integrity and honesty.
- ✎ All officials must comply with all reasonable and lawful instructions, comply with and implement QRL policies faithfully and impartially, and exercise all reasonable care, skill and diligence in giving information or advice.
- ✎ All officials must ensure QRL resources are safeguarded and not wasted abused or used improperly or extravagantly.

Code Breaches

- ✎ If you are aware of, or have genuine suspicions of, any breaches to our code of conduct, policies and procedures manual or any legal violation you must report these issues to your manager.
- ✎ If you, in good faith, make a complaint or disclosure about an alleged breach of the code you will not be disadvantaged or prejudiced for making a complaint or disclosure.

Workplace Health and Safety

The health, safety and welfare of our employees, customers and community is very important to QRL. We recognise our responsibility to provide a safe and healthy workplace for all employees, stakeholders, visitors and contractors. To ensure the wellbeing of others, we are committed to:

- ✘ Identifying and controlling factors within the workplace that may cause injury or health issues.
- ✘ Providing safe equipment and systems of work.
- ✘ Ensuring compliance with legislative requirements and industry standards.
- ✘ Providing information, training and supervision to ensure safety.

To assist QRL in providing a healthy and safe workplace you must report any incidents, injuries, or identified hazards to your manager immediately. Workplace health and safety is not a “one-way street”, everyone is responsible for ensuring the highest possible care in all work related activities.

Workplace Rehabilitation

QRL recognises that there are substantial benefits to be gained from rehabilitation principles and practices and is committed to implementing them in the workplace. QRL is committed to:

- ✘ Fostering a culture of acceptance for workplace rehabilitation.
- ✘ Providing a process to support an early safe return to work and maximise independent functioning.
- ✘ Ensuring that the position of rehabilitation coordinator is adequately resourced.
- ✘ Ensuring that adequate storage is provided to maintain the confidentiality of rehabilitation files.

Emergency and Evacuation Procedures

In the interests of both employee and stakeholder safety, you must make sure you are familiar with the procedures for evacuating the workplace and your responsibilities in emergency situations. It is important to know where the first aid kits, hose reels, fire extinguishers and emergency exits are located.

Please ensure that you are familiar with all workplace health and safety policies and procedures applicable to your role and as detailed in our Workplace Health and Safety and Workplace Rehabilitation Policy.

Smoking, Drugs and Alcohol

QRL is committed to providing a smoke free work environment that is also free from the risks of hazards and injury associated with the abuse of alcohol or other drugs.

In accordance with the legislation, smoking is not permitted in any work area including company vehicles. Those employees who do smoke cigarettes should be conscious of the company’s corporate image and be discreet when selecting a smoking location outside of the work area.

Alcohol and drug use can affect your work performance, posing health and safety risks to employees, stakeholders, and members of the public. As a general rule, for safety and social reasons, you should never arrive at work or be at work while intoxicated or under the influence of illicit drugs or other drugs that impair your ability to perform your duties. Consumption of alcohol at QRL and stakeholder functions may be acceptable provided that alcohol is not consumed in excess.

If we suspect you are intoxicated or under the influence of illegal or non-prescription drugs you may be required to undergo alcohol or drug tests. If the tests indicate intoxication above the legal or acceptable limit and/or you refuse to take a test, you may be subject to disciplinary action.

Repeated poor work performance caused by alcohol or drug use, or significant impairment that makes you unable to perform the duties of your role, create a serious safety risk and is regarded as serious misconduct. In addition, we prohibit the possession, transfer, or use of illegal

substances on our premises, if you are found in possession of or under the influence of illegal drugs during working hours you may be subject to disciplinary action, up to and including summary dismissal.

See the Workplace Smoking, Drugs and Alcohol Policy for a detailed explanation of QRL's approach to these issues.

Personal Presentation

The image that QRL projects to the community and its stakeholders is paramount to how we are perceived. QRL employees are required to dress in a manner appropriate to their position, work location and duties while at work or any time they are representing the company, to ensure that QRL is represented positively and that our image is maintained.

QRL has a corporate uniform and available to all employees, excluding grounds staff. Each full-time employee will receive an initial issue of uniform clothing to the value of \$500, at QRL's expense and additional items of clothing may be purchased at the employee's expense. The uniform is not compulsory, except for the full time QRL receptionist, however employees are required to comply with the minimum dress standards as stipulated in the QRL code of conduct.

More detail on personal presentation is available in the Personal Presentation Policy.

Working Hours

Your working hours are set out in your Employment Agreement. Given the nature of our business you need to be flexible and available to work additional hours as required to complete your duties and meet our business and stakeholder needs.

Leave Entitlements

Annual Leave

Who is entitled to annual leave?

All full-time and part-time employees are entitled to paid annual leave.

What is my annual leave entitlement?

Full-time employees, other than stewards, are entitled to twenty (20) days of annual leave for each completed year of employment, pro-rata for part-time employees.

Full-time employees, engaged as stewards, are entitled to twenty-five (25) days of annual leave for each completed year of employment, pro-rata for part-time employees.

Unused annual leave carries forward from year to year, and is paid out at the end of your employment with QRL.

When can I take annual leave?

We encourage employees to take annual leave on a regular basis to ensure that employees have the opportunity to balance their work, social and family life. Annual leave may be taken at a time which is agreed upon with QRL, subject to the operational requirements of the company. Requests for annual leave should be made through the leave application of ConnX. We will not unreasonably refuse the taking of annual leave, however there are certain times during the year when annual leave will not usually be granted and these times differ in various parts of the business.

To ensure you maintain a healthy work and life balance, we encourage you to take leave each year. We may direct you to take annual leave in accordance with applicable legislation, which currently requires the giving of notice and says that we cannot direct you to take all of your accrued leave.

Sick/Carer's Leave

Sick/Carer's leave includes leave taken because you are ill or injured (sick leave); and leave taken to provide care to a member of your immediate family or household, who needs support because of an illness, injury or an unexpected emergency (carer's leave).

Who is entitled to paid sick/carers' leave?

All full-time and part-time employees are entitled to paid sick/carers' leave.

What is my paid sick/carers' leave entitlement?

Full-time employees are entitled to ten (10) days of paid sick/carers' leave for each year of employment, pro rata for part-time employees.

Unused sick/carers' leave carries forward from year to year, but any unused personal leave is not paid out at the end of your employment with QRL.

Are there any conditions before I am entitled to personal leave?

Yes, there are conditions relating to notifying QRL of your absence and providing documentary evidence to the company regarding your absence if requested to do so.

If you are unable to attend work you must advise your manager by telephoning them as soon as possible on the day of your absence, stating the reason for your absence and as far as is practicable the estimated duration of your absence. If your manager is not available, speak to the next most appropriate manager or employee to ensure that your manager is aware of your absence.

Requests for sick/carers' leave should be made through the leave application of ConnX.

We may ask you to provide reasonable proof of the reason for your absence if you take sick or carer's leave. This will usually be in the form of a medical certificate or statutory declaration, evidencing the illness, injury or unexpected emergency, as soon as reasonably practicable.

Are there any restrictions on taking paid personal leave?

Yes, unless QRL agrees otherwise in writing, you cannot take more than thirteen (13) weeks of sick leave per year (pro-rata for part-time employees). These restrictions apply even if you have accumulated more than the necessary leave required to be taken.

You are also not entitled to paid sick/carers' leave for any period during which you are entitled to workers compensation payments.

Unpaid Carer's Leave

Who is entitled to unpaid carer's leave?

All employees are entitled to unpaid carer's leave.

What is my unpaid carer's leave entitlement?

You are entitled to a maximum of two (2) days of unpaid carer's leave for each occasion that you are required to care for a member of your immediate family or household because they are ill, injured or there is an unexpected emergency affecting that family or household member.

Are there any restrictions on taking unpaid carer's leave?

Yes, you are only entitled to take unpaid carer's leave if you have exhausted your paid sick/carers' leave entitlements.

Requests for unpaid carer's leave should be made through the leave application of ConnX.

We may ask you to provide reasonable proof of the reason for your absence if you take unpaid carer's leave. This will usually be in the form of a medical certificate or statutory declaration, evidencing the illness, injury or unexpected emergency as soon as reasonably practicable.

Compassionate Leave

Who is entitled to compassionate leave?

All full-time and part-time employees are entitled to compassionate leave.

What is my compassionate leave entitlement?

You are entitled to two (2) days of paid compassionate leave on each occasion that a member of your immediate family or household dies or suffers an illness or injury that poses a serious threat to their life.

Additional leave may be granted at QRL's discretion should extended travel be required to attend the funeral or visit the family member.

For the purpose of this entitlement, a member of your immediate family includes: a spouse or de facto partner; or a child, parent, grandparent, grandchild, or sibling of either yourself or your spouse or de facto partner.

Are there any conditions before I am entitled to compassionate leave?

Yes, we may ask you to provide documentary evidence of the illness, injury or death as soon as practicable.

Requests for compassionate leave should be made through the leave application of ConnX.

Long Service Leave

Who is entitled to long service leave?

Long service leave is available to full-time and part-time employees who have completed ten years of continuous employment with QRL, and to casual employees in certain circumstances.

What is my long service leave entitlement?

You will be entitled to paid long service leave in accordance with the relevant legislation.

Are there any conditions before I am entitled to long service leave?

Eligibility for taking long service leave and all conditions will be in accordance with the relevant legislation.

Long service leave may be taken at a time which is agreed upon with QRL, subject to the operational requirements of the company. A minimum of four weeks' notice should be provided to allow for any arrangements necessary to provide adequate cover during your absence. We will not unreasonably refuse the taking of long service leave.

Requests for long service leave should be made through the leave application of ConnX.

Community Service Leave

Community service leave includes leave taken to attend to community based requirements such as jury service or the defence forces.

Who is entitled to community service leave?

Community service leave is available to full-time and part-time employees who are called to attend jury service or attend ADF Reserve service, on a day that they would normally work.

What is my community service leave entitlement?

Jury service is a paid service and QRL will make up any difference should the payment be less than an employee's usual salary.

You will be entitled to unpaid defence force leave in accordance with the relevant legislation.

Are there any conditions before I am entitled to community service leave?

Yes, we may ask you to provide your jury service orders and all documentation associated with your payment for jury service; or we may ask you to provide reasonable evidence of the necessity for you to attend ADF Reserve service.

Requests for community leave should be made through the leave application of ConnX.

More detail on leave entitlements is available in the Leave Policy.

Parental Leave

Who is entitled to parental leave?

Parental leave is available to full-time and part-time employees with at least twelve (12) months continuous employment with QRL, and to casual employees who have been engaged with the company on a regular and systematic basis for at least twelve months.

What is my parental leave entitlement?

You are entitled to fifty-two (52) weeks of unpaid parental leave upon the birth or adoption of your child.

You may also request an additional period of parental leave of up to fifty-two (52) weeks. QRL will only refuse requests on reasonable business grounds.

Where can you find more information on parental leave?

We will grant parental leave in accordance with the legislation or industrial instrument applicable to your employment. There are various rules about the time for taking leave and notifying QRL of your intention to take leave.

For more detailed information on parental leave please refer to the Parental Leave Policy.

Extended Unpaid Leave

There is no standard entitlement to extended unpaid leave however; QRL may at its discretion approve extended unpaid leave considering the prevailing work requirements. Generally extended unpaid leave will not be granted if you intend to undertake other employment. You must disclose in writing to QRL any other work you plan to do while on extended unpaid leave.

Requests for unpaid leave should be made through the leave application of ConnX.

Unpaid leave of longer than three (3) months, whilst not breaking your period of continuous service, will not count as service for the purpose of calculating leave entitlements.

For more detailed information on parental leave please refer to the Leave Policy.

Payroll

You will be paid on a monthly basis to the bank account of your choice. The deposit to your bank will usually be made on the first working day after the 14th day of each month. The pay-run covers the previous two weeks, the week of the pay and a week in advance.

Your pay will be calculated in accordance with your Employment Agreement and/or applicable industrial instrument. After each pay day you will receive a payslip providing details of your pay for that period. Payroll deductions will be made for a range of purposes, including income tax, all deductions will be clearly shown on your payslip.

Payroll should be advised of any changes to your bank account or personal details via a Personal Details Form.

Overpayments

In the event of an overpayment of monies the company may recover the amount of overpayment provided that you are given notification of:

- The intention to recover the monies.
- The amount to be recovered.
- A full explanation of the reasons for the overpayment.

If on separation of employment you have not paid any amount due to QRL, we may deduct these amounts from your final pay, at QRL's discretion.

More detail on our payroll practices is available in the Payroll Policy.

Privacy

QRL will only collect personal information ethically and lawfully. We seek to collect information in a fair manner, and in a way which is not unreasonably intrusive.

Collecting Personal Information

If you are collecting personal information on the company's behalf, you must inform the person of the purpose for which the information is collected and that, subject to some limitations, they will be able to gain access to the information collected. You must collect information from the individual concerned whenever reasonable or practical to do so. If you collect information about an individual from someone else then you must take reasonable steps to ensure the individual is, or has been, made aware of all of the items listed above.

Data Security, Access and Accuracy

QRL will take reasonable steps to protect personal information; to ensure that data is appropriately accurate, complete and current; and stored no longer than necessary.

You must ensure that the confidentiality of personal information contained in our records is strictly maintained. Personal information relating to individuals, including individual employees, should not be provided to other employees unless it is required to perform their jobs.

Information relating to employment records, salaries and addresses cannot be released to external organisations unless required by law, or upon informed consent from the relevant employee.

See the Privacy Policy for a detailed explanation of our privacy practices.

Information Technology

QRL's information systems and the data on them are important components of our business. While employed by QRL you may be provided with an email address, access to our networks and the internet. You are requested to use these facilities in an appropriate, ethical and lawful manner. User names and passwords must be kept secret at all times and are not to be disclosed to any person at any time.

QRL's computer equipment, software and the information on our systems, as well as any company information you may have on personal information systems, are QRL property and may only be used for authorised purposes. You may use our systems for limited personal use however; such use must not constitute unacceptable work practices and should be conducted at times so as not to impact on your work commitments.

Things You Need to Know about your Email Use

- ✘ Email is not private; it belongs to QRL and may be read at any time by our management team.
- ✘ Email uses our name and therefore suggests that you are communicating with the authority of QRL.
- ✘ Email may be inspected by parties outside of QRL, such as in the event of litigation.

Guidelines to Ensure the Proper Use of Email

All users are to adopt the following guidelines in ensuring the proper use of electronic resources:

- ✘ Don't put anything in email that you would not want repeated to someone else.
- ✘ Don't put anything in email that you would not put in a hard copy memo.
- ✘ Tell your manager if inappropriate mail is forwarded to your address; you are responsible for the content of emails received and forwarded from your email address.

What Internet and Email Activities are Unacceptable Work Practices?

- ✘ Violating the intellectual property rights of others such as, breaching copyright by copying their graphics or text material, or using other license software without proper authorisation.
- ✘ Introducing malicious programs, (such as viruses, worms, trojan horses) to QRL systems.
- ✘ Revealing account passwords to others or allowing use of accounts by others.

- ✘ Using QRL's internet resources for unauthorised commercial or personal advertisements, solicitations, promotions, political material or any other similar use.
- ✘ Circumventing user authentication or security of any host, network or account or accessing the internet other than through the QRL's security system.
- ✘ Affecting security breaches or disruptions of network communication, such as accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorised to access.
- ✘ Without proper authorisation, invading the privacy of individuals or entities that are creators, authors, users, or subjects of information resources; this includes publishing any information, which violates or infringes upon the rights of any person.
- ✘ Downloading or installing any executable files, this includes movie files, sound files and games.
- ✘ Sending, receiving, accessing, displaying, printing or otherwise disseminating material that is fraudulent, illegal, discriminatory, embarrassing, sexually explicit, obscene, intimidating, defamatory, or would amount to harassment.
- ✘ Subscribing to mailing lists, sending unsolicited emails or participating in chain letters.
- ✘ Accessing any chat sessions (other than for work purposes) or 'blog' sites such as Face Book or My Space.
- ✘ Sending e-mail using somebody else's email address.
- ✘ Misrepresenting QRL or transmitting material that might bring QRL into disrepute.
- ✘ Wasting finite resources or obstructing other employees' work by consuming large amounts of system resources, especially the sending of broadcast messages or any other types of use which would cause congestion of the networks or otherwise interfere with the work of others.
- ✘ Without proper authorisation, transmitting or making available via the internet QRL information.
- ✘ Using an account to send anonymous messages, or attempting to obscure the origin of any message or download material under an assumed internet address or otherwise disguise their user identity.

QRL may monitor electronic transmissions at any time, to ensure that they are used appropriately. Inappropriate use of the internet or email may result in disciplinary action, as well as any action taken by an external party. Breaches of the law will be referred to the relevant law enforcement authority and suspected official misconduct will be reported to the Crime and Misconduct Commission.

See the Information Technology Policy for a detailed explanation of our information technology practices.

Discrimination and Workplace Harassment

QRL is an equality opportunity employer. We value the diversity of our workforce and respect the differences between employees, recognising that each employee has individual skills and attributes to bring to their job. QRL is committed to treating all employees fairly based on ability, skills and culture fit and creating an atmosphere that encourages good working relationships and respect between employees.

What is Discrimination?

Discrimination means treating someone less favourably than another in the workplace because of one of the following characteristics. Discrimination can be direct or indirect, intended or unintended.

- ✘ Gender.
- ✘ Relationships Status.
- ✘ Parental Status.
- ✘ Political Beliefs or Activities.
- ✘ Trade Union Activity.
- ✘ Pregnancy or Potential Pregnancy.

- ⌘ Breastfeeding.
- ⌘ Age.
- ⌘ Race.
- ⌘ Impairment or Disability.
- ⌘ Lawful Sexual Activity.
- ⌘ Carer Status.
- ⌘ Gender Identification.
- ⌘ Sexual Orientation.
- ⌘ Family Responsibilities or Status.
- ⌘ Religious Beliefs or Activities.
- ⌘ Irrelevant Criminal Background.
- ⌘ Association with anyone identified on the basis of these attributes.

What is Sexual Harassment?

Sexual harassment is unwelcome behaviour of a sexual nature, which is offensive, humiliating or intimidating; it can be a single incident depending on the circumstances. Humour, friendships and relationships based on mutual consent are not sexual harassment.

What is Workplace Harassment?

Workplace harassment is non-sexual behaviour that is unwelcome, offensive, intimidating, humiliating or threatening; it may be verbal, non-verbal or physical in nature. Workplace harassment does not include management action taken in a reasonable way by QRL in connection with your employment.

What is Victimisation?

Victimisation is conduct that threatens or harms people who have made a complaint about discrimination or harassment; agreement to be a witness in a complaint process about discrimination or harassment; or have had a complaint or discrimination or harassment made against them.

What is Vilification?

Vilification is behaviour that happens in a public place and incites other to hate, to have serious contempt for, or to severely ridicule individuals or groups because of their race, religion, sexuality or gender identity.

Your Rights and Obligations

You have a right to work in an environment free of discrimination and workplace harassment and, if it does occur, you have a right to complain, to be taken seriously and not be disadvantaged from lodging or bearing witness to a complaint. You also have a responsibility to understand discrimination and workplace harassment and to ensure that you do not participate in or condone such activities.

If you have concerns regarding discriminated or workplace harassment please refer to our *Discrimination and Workplace Harassment Policy* and *Grievance Handling Policy* for details on how to manage the situation or lodge a complaint.

Discrimination and workplace harassment will not be tolerated and disciplinary action will be taken against anyone who engages in discriminatory or harassing behaviour, or who victimises or retaliates against a person who reports discrimination.

See the Discrimination and Workplace Harassment Policy for more detail on our approach to discrimination and workplace harassment.

Grievance Procedure

QRL aims to create a healthy, safe and enjoyable work environment for employees. If you have a work related problem, a grievance, you should raise it with your manager or an appropriate person to ensure the grievance is resolved as quickly as possible.

Grievances in the workplace are important and may have serious consequences for everyone involved. Anyone involved in a grievance should display good faith at all times and genuinely participate and cooperate in attempts to resolve the matter. If you are involved in a grievance you must maintain complete confidentiality to protect everyone concerned.

QRL will treat any grievance raised seriously and investigate it confidentially and objectively.

More detail on our grievance practices is available in the Grievance Handling Policy.

Confidentiality and Intellectual Property

Confidential Information

Confidential information is an asset to QRL. We have some fairly strict policies relating to confidentiality and you are expected to comply with the obligations below.

What Kind of Information is Confidential?

Confidential information means information regarding QRL's business such as that relating to finance, pricing, stakeholders, suppliers and service, marketing, strategies, employees, technology or software, intellectual property, designs, company systems and procedures, general business, and any other information that should be treated as confidential.

Information that the public is able to access, other than because of your disclosure, is not confidential.

What if I am Uncertain about Whether Information is Confidential?

If you are not sure if information is confidential you should treat it as if it is confidential unless QRL agrees in writing that it is not confidential.

Your Confidentiality Obligations

Any information that is not generally available to the public concerning QRL's activities, results or plans must only be used for authorised purposes. During your employment and after your employment ends, you agree that you will keep confidential all confidential information, and not discuss, communicate or transmit confidential information to unauthorised persons or make any copies of confidential information. Serious disciplinary action, which may include termination of employment, may result if you are found to have breached our confidentiality requirements. Your obligations relating to confidential information continue after your employment ends.

Confidentiality provisions don't apply if you are required to disclose the information by law, you obtain your manager's approval, or you are disclosing the information for a proper purpose relating to QRL.

Intellectual Property

Intellectual property belongs to QRL and is an asset to the company. You must protect and treat intellectual property information as confidential.

What is Intellectual Property?

Intellectual property means ownership of, and rights relating to, confidential information; inventions; trademarks; patents; designs; company databases; business ideas, processes, proposals or strategies; discoveries and copyright material.

Your Intellectual Property Obligations

Any intellectual property that you create or develop relating to QRL, including any work you do for our stakeholders, belongs to QRL. If required, you must do everything necessary to transfer the intellectual property rights to QRL. Your obligations relating to intellectual property continue after your employment ends.

See our Confidentiality and Intellectual Property Policy for more detail on confidentiality and intellectual property at QRL.

Performance Counselling

QRL is committed to creating a high performance culture and endeavours to provide an effective, prompt, equitable and consistent approach to managing unacceptable performance or behaviour.

What is the Performance Counselling Process?

Performance counselling may involve, but is not limited to, action such as counselling discussions, training and education, written warnings, demotion or dismissal. All disciplinary processes should be confidential, prompt and procedurally fair.

More information on QRL's performance counselling practices is available in our Performance Counselling Policy.

Termination of Employment

Your employment with QRL can be terminated by either you or QRL by providing notice as specified in your employment agreement or the industrial instrument under which you are employed.

What if my Employment with QRL is Terminated by the Company?

If you find yourself in a situation where your employment is terminated by QRL you will be entitled to notice, or payment in lieu of notice, as per your employment agreement or applicable industrial instrument.

Can my Employment be Terminated without Notice?

Yes, despite our performance counselling processes, there are a number of actions that are regarded as so serious that immediate termination without notice may result. Such acts of misconduct may include (depending on the severity), but are not limited to:

- ✘ Fraud.
- ✘ Theft from QRL, another employee, contractor or stakeholder.
- ✘ Violence or fighting.
- ✘ Workplace harassment.
- ✘ Sexual harassment.
- ✘ Wilful disobedience.
- ✘ Wilful destruction or property belonging to QRL, another employee, contractor or stakeholder.
- ✘ Insubordination.
- ✘ Drunkenness or under the influence of illegal drugs.
- ✘ Use, sale or possession of illegal non-prescription drugs whilst on QRL premises.
- ✘ Sleeping on the job.
- ✘ Insulting words/ abusive language/ obscenity.
- ✘ Failure to observe safety rules.
- ✘ Insolence.
- ✘ Concealment of a material fact on engagement.
- ✘ Dishonesty in the course of the employment.
- ✘ Conviction or an offence which makes you completely unfit for work.
- ✘ Harassing or discriminating against a employee, contractor or stakeholder.

Return of QRL Property

On or before your employment ends, you must return to QRL all records of confidential information and intellectual property and any other company property that is in your possession or control.

See the Termination of Employment Policy for a detailed explanation of QRL's termination of employment practices.

EMPLOYEE DECLARATION

1. I have read and understand the provisions of Queensland Racing Limited's Employee Handbook.
2. I agree to observe and comply with the policies and procedures included in this Employee Handbook. I acknowledge that they do not form terms and conditions of my employment contract with QRL unless expressly referred to in my Employment Agreement. If there is any inconsistency between the terms of this Employment Agreement and this Employee Handbook, I acknowledge that the terms of this Employment Agreement will prevail.
3. I shall return this original declaration to Queensland Racing Limited and retain the Employee Handbook for my future reference and use.

Employee Signature: _____ Date: _____

Employee Name: _____



QUEENSLAND RACING LIMITED

CODE OF CONDUCT

And

ETHICS

MESSAGE FROM THE CHAIRMAN

Queensland Racing Limited plays a crucial role in the thoroughbred racing industry in Queensland. Queensland Racing Limited is committed to the efficient administration of the industry and acknowledges that its decision making impacts on all participants in the industry.

Public confidence in thoroughbred racing depends upon Queensland Racing Limited managing the industry in a fair and transparent manner according to the highest standards of probity and integrity.

This Code of Conduct applies to all Queensland Racing Limited officials, including Board members, in the performance of their functions and duties. Queensland Racing Limited officials are expected to maintain the highest standards in professional and business ethics and, through their work, performance and behaviour, ensure that confidence in the integrity of Queensland Racing Limited is justified and maintained. Queensland Racing Limited is committed to fostering a working environment that relies on personal integrity, quality management and a high level of service. To this end, Queensland Racing Limited has produced this Code of Conduct which details the expected levels of behaviour required of all Queensland Racing Limited officials. The Board of Queensland Racing Limited is committed to ensuring compliance with the provisions of this Code at all times.

RG Bentley
Chairman

TABLE OF CONTENTS

OBJECTIVES	4
PART 1 INTRODUCTION.....	4
1.1 TO WHOM DOES THE CODE OF CONDUCT AND ETHICS APPLY?.....	4
1.2 WHY HAVE A CODE OF CONDUCT AND ETHICS?	4
PART 2 RESPONSIBILITIES	4
Principle 1 embracing an integrity culture	6
3.1.1 Conflicts of Interest.....	6
3.1.2 Inappropriate Personal Gain.....	6
3.1.3 <u>Gifts and Benefits</u>	7
3.1.4 <u>Confidentiality</u>	7
Principle 2 embracing a culture of respect	8
Principle 3 embracing a culture of safety	10
When reporting for work, you must be fit and ready to perform your duties. A supervisor or manager who believes that an employee is unfit, must make sure the person does not start work. This safeguards both the employee and the workplace.	11
Principle 4 embracing a high performance culture.....	11
6.1.1 Performing Duties	11
6.1.2 Monitoring Performance	11
6.1.3 Using resources for official purposes.....	12
6.1.4 Private Use of Resources	12
6.1.5 Use of Official Motor Vehicles.....	12
6.1.6 Expense Reimbursement.....	12
PART 5 BREACHES.....	13
PART 6 ethical decision making.....	13

OBJECTIVES

Queensland Racing Limited:

- will work to inspire the utmost faith, confidence and support of all participants and stakeholders in the thoroughbred code of racing in Queensland;
- is committed to fairness, impartiality and transparency in its decision making;
- will act in the best interests of the thoroughbred code of racing in Queensland; and
- will comply with this Code of Conduct and Ethics to ensure integrity in its operations.

PART 1 INTRODUCTION

This is the Code of Conduct and Ethics for Queensland Racing Limited (“The Code”).

Every Queensland Racing Limited official must:

- act in accordance with this Code, their employment contract, Queensland Racing Limited policies and statutory obligations imposed on Queensland Racing Limited and
- act with the highest standards of professionalism, probity, diligence and integrity.

1.1 TO WHOM DOES THE CODE OF CONDUCT AND ETHICS APPLY?

This Code applies to all Queensland Racing Limited officials.

Former Queensland Racing Limited officials must continue to respect the provisions of this Code, particularly in relation to the confidentiality of information and ownership of intellectual property to which the former Queensland Racing Limited official had access in the course of work with Queensland Racing Limited.

1.2 WHY HAVE A CODE OF CONDUCT AND ETHICS?

- To define accepted/acceptable behaviours;
- To promote high standards of practice;
- To provide a benchmark for Queensland Racing Limited employees to use for self evaluation;
- To establish a framework for professional behaviour and responsibilities; and
- As a vehicle for organisational identity.

PART 2 RESPONSIBILITIES

2.1 EMPLOYEE RESPONSIBILITIES

The Code of Conduct and Ethics is part of your employment agreement or contract with Queensland Racing Limited. You are responsible for your actions or your failure to take appropriate actions.

You must:

- Clearly understand and abide by the requirements set out in this Code, and if necessary seek assistance or clarification from your manager or supervisor.

- Ensure that you comply with relevant legislation, policies, procedures, standards and business instructions.
- Ensure that you are familiar with all documents that impact on your work.
- Comply with lawful and safe work instructions and directions when performing your duties, including position descriptions and agreed performance plans.
- Understand the requirements of your position and seek clarification and assistance where necessary.
- Carry out your duties in an alert, safe, diligent, honest and competent manner.
- Use your authority in a fair and unbiased way and not take improper advantage of your position.
- Not make decisions that exceed your level of authority or delegation.
- Treat other employees, licensees, stakeholders and members of the public with courtesy and respect.
- Avoid behaviours, situations and conflicts of interest that may reflect in a negative way upon Queensland Racing Limited.
- Not engage in behaviour that would constitute unlawful discrimination, harassment (whether sexual or otherwise), bullying or workplace violence.

2.2 SUPERVISOR AND MANAGER RESPONSIBILITIES

In addition to your responsibilities as an employee, supervisors and managers must also:

- Inform employees about this Code and the standards outlined within it.
- Assist employees to understand the Code.
- Lead by example in observing the Code.
- Manage any breaches of the Code in consultation with relevant senior executives.
- Ensure that employees can access current standards, legislation, policies and procedures and are advised of relevant changes.
- Communicate clearly business requirements and expectations to employees.
- Create a climate in the work environment that is conducive to the achievement of the objectives of this policy.

2.3 THE BOARD AND CHIEF OPERATIONS MANAGER RESPONSIBILITIES

The Board and the Chief Operations Manager *must*:

- provide clear direction and ensure that performance is managed to achieve sustainable results.
- Encourage and reward contributions made by others.
- Lead by example in observing this Code.
- Ensure that the high standards conveyed through this Code are evident throughout the organisation, contributing to an integrity-based culture.

PART 3 PRINCIPLES

There are four (4) overarching principles:

- Embracing an Integrity Culture
- Embracing a Culture of Respect
- Embracing a Culture of Safety
- Embracing a Culture of High-Performance

These principles seek to ensure that behaviours and activities are complementary and consistent with the overall culture of the organisation and the observance of this Code.

PRINCIPLE 1 EMBRACING AN INTEGRITY CULTURE

3.1.1 Conflicts of Interest

Conflict of interest occurs where personal interests influence, or appear to influence, the impartial performance of an employee's or official's duties and responsibilities.

If you find yourself faced with a real or possible conflict of interest, advise your supervisor or manager or the Director of Integrity Operations straight away, so that the conflict or perceived conflict can be resolved.

Every Queensland Racing Limited official **must**:

- carry out their duties impartially and regardless of personal preferences;
- avoid private, financial or other interests or undertakings that could directly or indirectly compromise or conflict with the performance of their duties;
- disclose any interest, which may impact or have the potential to impact on the performance of their duties; and
- take action to resolve any conflict between personal interests and official duties in the favour of the public interest.

All full-time employees of Queensland Racing Limited must disclose in writing to the Chief Operations Manager any secondary paid employment they may have. Failure to disclose this information may result in a Queensland Racing Limited official being disciplined or, in appropriate cases, instantly dismissed. Secondary employment within the racing industry represents a prima facie conflict of interest and is not permitted without specific authorisation from the Chief Operations Manager.

Examples of Appropriate Actions

You are a member of a selection panel and you advise appropriate officials that a family member is an applicant for a position.

You are a sampling collection official and you advise the Chairman of Stewards that in relation to a horse you are drug testing, a family member has some ownership interest in the horse.

3.1.2 Inappropriate Personal Gain

Inappropriate personal gain is when an individual gains a benefit from the misuse of their office, role, organisational situation or information.

Queensland Racing Limited officials **must not**:

- gain personally from access to confidential information.
- Misuse his/her position in a way that results in personal gain.

- Conduct significant personal business on QRL time.
- Take personal advantage of opportunities that are presented or discovered as a result of their position with QRL.

Examples of Inappropriate Gains

A QRL staff member uses their knowledge of weights and race form to wager on Queensland Thoroughbreds for personal gain.

A QRL staff member has a second job and uses QRL telephones and time to contact potential private business customers.

A Board member uses information gained in QRL Board meetings to gain in their private business interests.

3.1.3 Gifts and Benefits

Public trust and impartiality are key outcomes for Queensland Racing Limited. The receiving and giving of gifts and benefits can impact on the aforementioned outcomes. For these reasons the gifts and benefits policy was formulated and all Queensland Racing Limited officials must comply with it.

3.1.4 Confidentiality

All Queensland Racing Limited officials have access to confidential information. Appropriate safeguards and care must be taken to ensure that unauthorised access to or distribution of confidential information is not permitted.

No Queensland Racing Limited official may take, or seek to take, improper advantage of confidential information gained in the course of employment. No Queensland Racing Limited official may disclose confidential information to any person unless it is required by law or is required by their duties and is consistent with this Code or specifically authorised. If a Queensland Racing Limited official resigns or leaves Queensland Racing Limited, the official must not disclose confidential information acquired when they acted as an official of Queensland Racing Limited.

A member of the Board of Queensland Racing Limited must not disclose confidential information discussed at Board meetings and/or acquired while acting as a Board member.

If a Board member resigns or leaves the Board the member shall have regard to the duty:

- not to disclose confidential information; and
- to act bona fide in the interests of Queensland Racing Limited.

Examples of Appropriate Confidentiality

You are asked by a licensee to disclose the address of a third party, another licensee as monies are owed. You immediately bring to the attention of your line supervisor who checks on whether release of information is appropriate. In these circumstances it would not be appropriate to release confidential address details.

You leave QRL to take up a similar role and while you have intimate knowledge of the QRL tendering process that would be of commercial benefit to your new employer, you do not tell your new employer because the information may provide an unfair advantage.

You are asked by a friend to access our horses systems and obtain details of who is riding particular horses and at what weights. You refuse this request and explain to your friend that it was inappropriate to request such action.

PRINCIPLE 2 EMBRACING A CULTURE OF RESPECT

4.1.1 Respect for Persons

All Queensland Racing Limited officials **must**:

- treat all industry participants with courtesy, honesty and fairness with proper regard for their rights and obligations in accordance with the principles of natural justice;
- respond to the reasonable requests of stakeholders, supervisors and managers in a timely manner;
- co-operate and assist others in the organisation in the performance of their duties when reasonably requested to do so, or when perceived as necessary;
- support their co-employees in a responsible and ethical manner; and
- exercise powers, objectively, fairly and equitably.

4.1.2 Respect for the Law and the QRL system of governance

All Queensland Racing Limited officials **must**:

- comply with all relevant laws;
- comply with all QRL policies;
- comply with all QRL procedures; and
- comply with all lawful requests of management and line supervisors.

Compliance means observing the letter and spirit of the law, policy, procedure or lawful request as well as managing your activities in a manner consistent with QRL as a 'good corporate citizen.'

QRL recognises that in some cases, there may be uncertainty about which laws, policies and procedures may be applicable. In such circumstances employees have access to internal legal compliance counsel or their direct supervisor and should seek such advice.

4.1.3 Discrimination and Workplace Harassment

All Queensland Racing Limited officials must provide a workplace free from discrimination, harassment, bullying and intimidation and hostile, offensive or distressing behaviour. They must ensure they understand their responsibilities under Queensland Racing Limited's Sexual Harassment Policy. They have a duty to disclose breaches of this policy. Additionally, any behaviour's that exhibit harassment and bullying should be brought to the attention of your line supervisor, Harassment and Discrimination Officer or addressed through the complaint management system.

If managers and supervisors become aware of inappropriate conduct, they should not wait for a complaint to be lodged before taking action. As with their other areas of responsibility, if managers or supervisors become aware of a problem, they are expected to respond to that problem.

Queensland Racing Limited's Sexual Harassment policy applies to all Queensland Racing Limited Board members, officials, other employees, consultants, contractors and work experience students.

Those who are the subject of sexual harassment, bullying or unlawful discrimination or become aware that another person is being subjected to these should seek advice and assistance from the Harassment and Discrimination Officer, or, if it is not appropriate to approach this officer, the matter should be reported to your line supervisor or through the complaint management system.

Any reports of discrimination, victimisation, sexual harassment, vilification and bullying will be treated seriously and dealt with promptly, confidentially and impartially in accordance with our complaint management policies. Disciplinary action will be taken against anyone who discriminates against, victimises, sexually harasses, vilifies or bullies a co-worker. Discipline may involve counselling, a warning, transfer, demotion or dismissal, depending on the circumstances.

4.1.4 Whistleblowing

All Queensland Racing Limited officials must report to their line manager or the Chief Operations Manager or the Director of Integrity Operations or through the complaint management system, any suspected or actual instances of official misconduct, maladministration, reprisal, or danger to public health or safety or environment of which they are aware. In doing so, Queensland Racing Limited officials should follow the guidelines in the Whistleblowers Protection policy adopted by Queensland Racing Limited.

Failure to report suspicious activities or circumstances may be seen as compounding or assisting official misconduct, maladministration, reprisal, or danger to public health or safety or environment and may constitute improper conduct requiring disciplinary action.

If a Queensland Racing Limited official is found to have breached the *Whistleblowers Protection Act 1994*, the breach will be considered a serious breach of this Code and the Queensland Racing Limited official may be subjected to disciplinary action, including, in appropriate cases, instant dismissal.

Under the *Crime and Misconduct Act 2001*, the Chief Operations Manager must refer matters of actual or suspected official misconduct to the Crime and Misconduct Commission. This legislated requirement has been delegated to the Director of Integrity Operations in consultation with the Chief Operations Manager.

4.1.5 Unacceptable Behaviours in the Workplace

Unacceptable and inappropriate workplace behaviours can take many forms. Below are some such behaviours which are not intended to be exhaustive but rather an indication of the types of behaviours and actions that are clearly **not** acceptable at QRL.

- Humiliating or ridiculing others about their work.
- Making insulting or offensive comments about others.
- Spreading rumours or gossip
- Shouting and getting abusive with others.
- Being hostile to others
- Threatening violence to others
- Physically attacking others
- Using malicious or insulting language.
- Withholding information deliberately that affects other people's jobs
- Invading personal space and restricting the movements of others.
- Making false allegations against others.
- Engaging in excessive monitoring of the work of others when not authorised to do so.
- Breaching this code.

PRINCIPLE 3 EMBRACING A CULTURE OF SAFETY

5.1.1 Workplace Safety

You are responsible for the safety and security of your workplace as well as care of the environment in which you work.

Supervisors and Managers have the additional responsibilities of making sure that workplace health and safety policies are in place and followed by all employees.

In the workplace, all Queensland Racing Limited officials must take all reasonable practical steps to ensure the safety, health and welfare of themselves and others.

All Queensland Racing Limited officials must comply with statutory obligations and Queensland Racing Limited's policy on Workplace Health and Safety.

You have a duty to minimise the risks in the workplace, ensuring that incidents, injuries and ill-health is minimised in the workplace.

All Queensland Racing Limited officials should remember:

- To follow all rules, procedures and approved work methods;
- Immediately report incidents, complaints and unsafe or unhealthy work practices;
- Don't engage in or encourage any form of unlawful discrimination, sexual or other forms of harassment, bullying or workplace violence;
- Wear personal protective equipment and use appropriate equipment when necessary.

5.1.2 Alcohol and Drugs

It is a criminal offence to possess or use illegal drugs at any time. All Queensland Racing Limited officials must comply with Queensland Racing Limited's policy on Use of Alcohol and Drugs. If a Queensland Racing Limited official is found guilty of possessing and using illegal drugs, it will be considered a serious breach of this Code and the official may be subjected to disciplinary action, including, in appropriate cases, instant dismissal.

Alcohol consumption is not allowed in the work environment. Work related functions are the exception to this rule, although consumption should be restricted to appropriate areas and at the appropriate times as approved by the relevant manager.

5.1.3 Fitness for Work

When reporting for work, you must be fit and ready to perform your duties. A supervisor or manager who believes that an employee is unfit, must make sure the person does not start work. This safeguards both the employee and the workplace.

Supervisors and Managers should also be aware of workplace health issues such as heat stress, fatigue, injury, illness and alcohol or drug dependency and take early action to address such issues.

All Queensland Racing Limited officials should:

- Make their immediate supervisor aware if they have taken prescription medication that may cause relevant side-effects, impacting on the abilities to do their job;
- Advise their supervisor or manager if they have a physical, psychological or psychiatric condition that limits ability to work safely and effectively
- Be responsible, by maintaining their own fitness for work and taking necessary steps to address any issues that may impact their ability to fulfil their duties as a QRL official.

PRINCIPLE 4 EMBRACING A HIGH PERFORMANCE CULTURE

6.1.1 Performing Duties

All Queensland Racing Limited officials must perform all duties associated with their positions diligently, impartially, conscientiously, with proper care and attention, in a civil manner and to the best of their ability.

All Queensland Racing Limited officials **must**:

- perform their duties in such a way that QRL will be held in high regard by the community and the industry;
- follow any professional standards of conduct relevant to their office;
- maintain adequate documentation to support decisions; and
- assist QRL to adhere to its statutory obligations.

6.1.2 Monitoring Performance

All Queensland Racing Limited officials who manage or supervise others must ensure that:

- their work and that of their staff helps Queensland Racing Limited adhere to its statutory obligations;
- where their staff breach this Code, appropriate action is taken.

6.1.3 Using resources for official purposes

All Queensland Racing Limited officials must ensure Queensland Racing Limited resources are:

- used economically;
- used for the purposes for which they were provided;
- treated and maintained with appropriate care; and
- secured against theft or misuse.

In serious cases, a Queensland Racing Limited official who misuses resources may be found guilty of misconduct or maladministration.

6.1.4 Private Use of Resources

Limited personal use of Queensland Racing Limited resources for non-official purposes may be acceptable.

In general terms, limited personal use involves:

- minimal additional expense to Queensland Racing Limited;
- an expectation that it will be performed during the employee's non work hours;
- does not interfere with the operation of Queensland Racing Limited; and
- does not violate this Code, statutory obligations or Queensland Racing Limited policies.

If a Queensland Racing Limited official is unsure as to whether their proposed personal use of Queensland Racing Limited resources is acceptable, the official should seek advice from their line manager.

Where a Queensland Racing Limited official uses Queensland Racing Limited Internet, Intranet and electronic mail system, the official must comply with the policy on Internet and Email adopted by Queensland Racing Limited.

6.1.5 Use of Official Motor Vehicles

All Queensland Racing Limited officials who use a motor vehicle owned by Queensland Racing Limited must use it only for official purposes, unless the terms of their Employment Contract otherwise provide or the relevant manager has authorised private use of the motor vehicle by the official.

When authorising private use of official vehicles, managers must ensure that it does not adversely impact on QRL. For example, QRL staff must have adequate transportation to service race meetings that is not adversely affected by the approved private use of a QRL vehicle. It is requested that race day schedules be checked as a component of an approving decision.

6.1.6 Expense Reimbursement

All Queensland Racing Limited officials must comply with Queensland Racing Limited's Expense Reimbursement Policy. This policy sets out the requirements of Queensland Racing Limited regarding expenditure while on official duty.

PART 5 BREACHES

You are accountable for your own actions, so take the time to fully understand what is expected of you under QRL's Code of Conduct and Ethics. The facts and circumstances of each case determine what action is taken against someone who breaches this Code.

Board members who breach statutory obligations or the provisions of this Code or their employment contract will be dealt with in a manner determined by the Board. Any action taken against a Board Member shall be consistent with the provisions of the *Racing Act 2002*.

All Queensland Racing Limited officials who breach statutory obligations or the provisions of this Code or their employment contract may be subject to disciplinary action, including, where appropriate, instant dismissal.

The Chief Operations Manager or Director of Integrity Operations or delegated managers will deal with breaches by an employee of Queensland Racing Limited. Where it is not considered harsh, unjust or unreasonable to do so, the Chief Operations Manager may suspend a Queensland Racing Limited official from work, either with or without pay, while an alleged breach is being investigated. Disciplinary action may constitute, but is not restricted to, counselling, warnings or reprimands or suspension or dismissal, as the case requires.

Serious breaches, such as official misconduct, may need to be referred to the Crime and Misconduct Commission. Any action taken will accord with the principles of procedural fairness. In the case of suspected or actual official misconduct or maladministration, procedural fairness does not necessarily mean that the person under investigation is to be presented with the allegations prior to an investigation. The relevant investigating authority will determine the appropriate time for advising the person of the allegations and affording the person the opportunity to respond.

PART 6 ETHICAL DECISION MAKING

Queensland Racing Limited recognises that ethical problems occur in business and offers below practical advice how to better define and resolve ethical dilemmas.

The 'Ethics Quick Test' offers some assistance in resolving ethical dilemmas as well as guiding ethical conduct:

- Is the action or decision legal?
- Does it comply with our values?
- If you do it, will you feel bad?
- How will it look in the newspaper or media?
- How will it seem to your colleagues?
- If you know it's wrong, don't do it.
- If you're not sure, ask.

Appendix A

DEFINING KEY TERMS

Conflict of interest

Refers to a real or an apparent conflict between a private interest and official duty. A real (or actual) conflict of interest exists when a reasonable person, in possession of the relevant facts, would conclude that the official's private interests interfere, or are likely to interfere, with the proper performance on the official's duties. An apparent conflict of interest exists when it appears that an official's private interests may interfere with the proper performance of the official's duties although, in reality, this may not be the case.

Discrimination

Unless a statutory exemption applies, discrimination, whether direct or indirect, may be unlawful when it is on the basis of an attribute described in the *Anti-Discrimination Act 1991* (i.e. sex, sexuality, gender identity, marital status, pregnancy, parental status, breastfeeding, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity; or association with, or relation to, a person identified on the basis of any of the above attributes) in a specified area of activity, for example, work and work related areas. Direct discrimination may occur if a person treats or proposes to treat, a person with an attribute less favourably than another person without the attribute in circumstances that are the same or not materially different. Indirect discrimination may occur if a person imposes, or proposes to impose, a term with which a person with an attribute does not or is not able to comply and that is not reasonable or necessary to apply.

Dishonesty

Dishonesty is judged by the standards of ordinary decent persons. The test of dishonesty has two limbs; first were the actions dishonest by the standards of ordinary honest people and secondly should that person have realised that their actions were by those standards dishonest.

Fraud

Fraud is dishonestly obtaining a benefit by deception or other means and includes both tangible and intangible benefits.

Interest

Interest is used in relation to declaring personal interests or conflicts of interest, the term "interest" meaning direct or indirect personal interests of Queensland Racing Limited officials. Interests may be pecuniary or non-pecuniary.

Maladministration

Maladministration is an administrative action that is unlawful, arbitrary, unjust, oppressive, improperly discriminatory or taken for an improper purpose.

Official Misconduct

Official misconduct is incorporated within the *Crime and Misconduct Act 2001*, and means any conduct connected with the performance of a Queensland Racing Limited official's duties, that is dishonest or lacks impartiality, involves a breach of trust or is a misuse of officially obtained information. The conduct must be a criminal offence or serious enough to justify dismissal.

Public interest

Public interest means acting for the common good of the community. Queensland Racing Limited has developed a policy on safeguarding the public interest. Queensland Racing Limited officials should refer to this policy for guidance on what constitutes the public interest and Queensland Racing Limited's responsibilities to this end.

Queensland Racing Limited Official

Queensland Racing Limited official includes; Board members of the Queensland Racing Limited Board and all other persons employed or remunerated by Queensland Racing Limited, whether full-time, part time, permanent, fixed-term, contract or casual and includes members of any Queensland Racing Limited sub-committee.

Statutory obligations

Statutory obligations are obligations imposed from time to time by legislation including, where relevant and without limitation, obligations imposed on Queensland Racing Limited and/ or Queensland Racing Limited officials by: *Anti-Discrimination Act 1991*, *Crime and Misconduct Act 2001*, *Corporations Act 2001*, *Racing Act 2002*, *Whistleblowers Protection Act 1994* and *Workplace Health and Safety Act 1995* and any relevant regulations made pursuant to statute.

Whistleblowing

Whistleblowing is when, in the public interest, as provided for in the *Whistleblowers Protection Act 1994*, a person discloses information about official misconduct, maladministration, reprisal, or danger to public health or safety or environment.

13 August 2009



Wade Raymond Birch
[REDACTED]

Queensland Racing Limited
A.B.N. 93 116 735 374
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@queenslandracing.com.au
W www.queenslandracing.com.au

PRIVATE AND CONFIDENTIAL

Dear Wade

Following a review of your remuneration I am able to confirm your revised Total Remuneration Value (TRV) for the 2009/10 financial year is \$140,000. Your TRV is effective from July 1, 2009 and will be processed accordingly.

QRL has undertaken to update all employees' employment agreements in line with current legislation (Fair Work Act 2009). Following is your new employment agreement along with a copy of the new QRL Employee Handbook.

Please sign the following documents and return to your manager as soon as possible:

- ▶ Employment Agreement (return 1 copy)
- ▶ Signed Employee Handbook Declaration (last page only)

Your efforts during the last financial year are appreciated and we look forward to an equally challenging 12 months.

QRL will be delivering information sessions on the new Employee Handbook and policies on Thursday 20 August 2009. More information will be provided to all staff.

If you have any questions regarding the following information please don't hesitate to contact either myself or Adam Carter, Finance Manager.

Yours sincerely

Jamie Orchard
Director of Integrity Operations
Queensland Racing



EMPLOYMENT AGREEMENT

CONFIDENTIAL

Between

Queensland Racing Limited; ABN 93 116 735 374

And

Wade Raymond Birch

This Employment Agreement is made on 1 July 2009.

Between:

Queensland Racing Limited ABN 93 116 735 374; of 11 Racecourse Road, Deagon in the state of Queensland

and:

Wade Raymond Birch; of [REDACTED] in the state of Queensland.

This Agreement sets out the terms and conditions of your employment with Queensland Racing Limited (QRL).

1. ENGAGEMENT

- 1.1. You shall be employed by QRL as a Steward and in such other offices or capacities, as may from time to time be assigned to you by the Chief Operations Manager, in accordance with the terms of this Agreement. You will report to the Director of Integrity Operations Manager.
- 1.2. The duties that you perform will be in line with your position description and may vary from time to time in accordance with the terms of this Agreement and business requirements. If your duties do vary, the terms and conditions set out in this Agreement will continue to apply unless otherwise agreed in writing.

2. PLACE OF WORK

- 2.1. You will be employed at the Deagon office, but you may be required to perform your duties at other locations as reasonably requested. QRL may move your position to another location due to business requirements; if this is required the company will provide you with notice of at least four weeks of the intention to move your position, and will discuss any such change with you as soon as possible.

3. HOURS OF WORK

- 3.1. You will be employed on a full-time basis of 38 hours per week. QRL's standard working hours are Monday to Friday, 8:30am to 5:00pm; your actual starting and finishing times should be determined in consultation with your manager.
- 3.2. In order to meet the responsibilities of your position, operational or client requirements you may be required to work additional hours as necessary from time to time, including if required, on weekends and public holidays. Hours worked outside of core hours will not attract additional pay as you acknowledge that your remuneration package reasonably compensates you for all hours worked.
- 3.3. Punctuality is important in providing a proper service to clients. If you are unable to attend work on any day, or will be late for work, you must personally advise QRL of any absence as soon as possible.

4. QUALIFYING PERIOD

- 4.1. Your ongoing employment is subject to satisfactory completion of an initial six month qualifying period, as set by the Fair Work Act 2009. This period is an opportunity for both QRL and yourself to determine your suitability for the position and ongoing employment. During this period, your work performance will be reviewed and evaluated by your manager. At any time during the first six months of your employment, either party may terminate your employment by giving one week's notice in writing to the other party. QRL may elect to make payment in lieu of requiring you to work out the notice period.

5. REMUNERATION AND SUPERANNUATION

5.1. Your remuneration is calculated on a total remuneration value (TRV) basis, which is inclusive of all remuneration entitlements and 9% superannuation. You will receive a TRV of \$140,000 per annum.

Your remuneration arrangements are outlined below.

Base Salary	\$122,935.77	gross per annum
Superannuation	\$11,064.23	gross per annum
Vehicle	\$6,000.00	gross per annum
Total Remuneration Value	\$140,000.00	gross per annum

- 5.2. The cash component of your remuneration package will be paid in twelve equal monthly instalments direct to your nominated bank account. The deposit to your bank will usually be made on the first working day after the 14th day of each month.
- 5.3. QRL will pay superannuation contributions in accordance with statutory requirements into a nominated complying superannuation fund of your choice. You may elect to contribute additional amounts of your Base Salary, as agreed, into your superannuation fund.
- 5.4. Your remuneration arrangements will be reviewed annually, in accordance with QRL's normal salary review procedures.
- 5.5. QRL takes a flexible approach to the structuring of TRV and allows its employees to determine how they will receive their remuneration. You will be permitted to structure your TRV in accordance with the QRL Remuneration Policy and Procedures that are in place from time to time. That policy currently allows for employees to change their salary package options annually.
- 5.6. You will be responsible for all costs associated with salary sacrificing. Any salary sacrifice is subject to Australian Tax Office rulings and, should there be any change to the current treatment of salary sacrificing, the salary sacrifice arrangement will be reviewed to ensure that there are no additional costs to QRL.
- 5.7. You agree that in the event of an overpayment of salary, QRL may recover the amount of the overpayment by way of deduction from your future earnings. If this occurs, QRL will provide you with written notification of the intention to recover the overpayment and the amount to be recovered.
- 5.8. You agree that any monies owing to QRL upon termination of employment may be deducted by QRL from your final termination pay.
- 5.9. You agree that your Base Salary has been set to include all allowances, penalties and loadings that may be payable to you, regardless of how that entitlement arises. You also agree that, if at any time during your employment, you are entitled to payment for overtime, penalties, loadings and allowances under an award or agreement, your Base Salary is being paid as a composite payment in satisfaction of both your contractual entitlements and all such award or agreement entitlements. You agree that if your Base Salary exceeds the amount that you would be entitled to for ordinary hours of work under an award or agreement, then the excess paid to you may be set off against any award or agreement entitlements.

6. LEAVE

You are entitled to:

- 6.1. Paid annual leave of 25 days per year (pro rata for part-time employees).

- ▶ Annual leave entitlements accrue on a monthly basis and will accumulate from year to year.
 - ▶ All annual leave will be approved in line with organisational requirements and must be approved prior to you taking annual leave. The QRL Leave Policy contains more details about the taking of annual leave and management of annual leave balances. You agree that it is reasonable for QRL to apply that Leave Policy.
 - ▶ To ensure you maintain a healthy work and life balance, you will be encouraged to take leave each year. We may direct you to take annual leave in accordance with applicable legislation, which currently requires the giving of notice and says that we cannot direct you to take all of your accrued leave.
 - ▶ There are certain times during the year when annual leave will not usually be granted. Those times differ in various parts of the business. For example, employees working in the finance area will not generally be granted leave from May to September.
 - ▶ There is no separate leave loading payable under this Agreement as your Base Salary has been set taking this into account.
 - ▶ On termination of employment, any accrued annual leave will be paid at your then current ordinary rate of pay. Paid sick/carer's leave of ten days per year (pro-rata for part time employees).
 - ▶ Sick/carer's leave entitlements will accumulate from year to year;
 - ▶ Applicable legislation (the Fair Work Act 2009) provides for carer's leave to be taken to care for a member of your immediate family or household who requires care or support due to an illness or injury or unexpected emergency affecting them. Your entitlements to take carer's leave are governed by the provisions of the Fair Work Act 2009.
 - ▶ You may take unpaid carer's leave of up to two days per occasion if you have exhausted your paid sick/carer's leave entitlements.
 - ▶ If you are absent due to sick or carer's leave you are required to notify QRL at the commencement of your normal working time or as soon as reasonably practicable and, as far as practicable, state the estimated duration of the absence.
 - ▶ You may be required to produce a medical certificate or other proof that QRL considers reasonable proof of the reason for your absence if you take sick or carer's leave. The QRL Leave Policy contains more information about these requirements.
 - ▶ On termination of employment no payment will be made for sick/carer's leave not taken at the time of termination of your employment with QRL.
- 6.2. Paid compassionate leave of a maximum of two days for each occasion when a member of your immediate family or a member of your household contracts or develops an illness that poses a serious threat to their life, or sustains an injury that poses a serious threat to their life, or dies. You may be asked to provide reasonable evidence of the illness, injury or death before you are entitled to take this paid compassionate leave
- 6.3. The Fair Work Act definition of 'immediate family' will apply to your entitlements regarding carer's leave and compassionate leave. That definition currently states that 'immediate family' is:
- (a) a spouse, child, parent, grandparent, grandchild or sibling of the employee;
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- 6.4. Parental leave (maternity, paternity and adoption leave) in accordance with the relevant legislation.
- 6.5. Thirteen weeks long service leave after ten years continuous service.
- 6.6. Benefits regarding statutory public holidays in accordance with the relevant legislation.
- 6.7. Any other leave entitlements in accordance with the relevant legislation.

7. EMPLOYEE OBLIGATIONS

- 7.1. In accordance with your duties you must:

- a. Perform to the best of your ability and knowledge the duties assigned to you, in a manner consistent with your position, as determined by QRL.
- b. Exhibit professional behaviour and attitude in dealings with managers, employees, clients, and suppliers of QRL, and all others.
- c. Take all reasonable steps to meet performance criteria that QRL establishes from time to time.
- d. Abide by all safety, quality and security procedures applying to QRL's operations and premises.
- e. Refrain from all behaviour that could be perceived as discrimination or harassment in the workplace under the applicable legislation.
- f. Observe and comply with all policies, procedures, and operational manuals, as amended by QRL from time to time and all reasonable directions given by QRL.
- g. Not engage in remunerated work outside of QRL that may be a conflict of interest, without QRL's prior written consent.
- h. Not claim or accept any fee, gratuity, commission or other benefit from any source other than QRL in payment for any services concerned with QRL's business.
- i. Devote the whole of your time and abilities during normal working hours, and at such other times as may be reasonably necessary, to the performance of your duties.
- j. Use your best endeavours to promote, develop and extend QRL's business interests and reputation and not do anything to the detriment of those business interests or reputation.

8. CONFLICT OF INTEREST

- 8.1. You must not engage in any activity that would conflict with QRL's interests or operations. Conflict of interest will be determined in accordance with QRL's Code of Conduct, which may be amended by QRL from time to time. If you are in doubt you must seek clarification from QRL.
- 8.2. You must not accept any payment or other benefit from any person as an inducement or reward for any act or forbearance with any matter or operation transacted by QRL or on its behalf. You must report any actual or potential conflict of interest to QRL immediately.
- 8.3. You will be required to complete and sign the Conflict of Interest and Racing Interest Disclosure Form prior to commencing with QRL. This form will be required to be completed annually or where there is any change to your circumstances.

9. INFORMATION, POLICIES AND PROCEDURES

- 9.1. You must comply with all lawful orders, instructions, standards, policies and procedures in existence at QRL. While you must observe and comply with these policies and procedures, they do not form terms and conditions of your employment contract with QRL unless expressly referred to in this Employment Agreement. If there is any inconsistency between the terms of this Employment Agreement and QRL's policies and procedures, the terms of this Employment Agreement will prevail.
- 9.2. To the extent that QRL's policies and procedures refer to obligations on QRL, you agree that they are guides only and not contractual terms, conditions or representations on which you rely.
- 9.3. You will not knowingly withhold any information or material within your possession that may affect QRL's performance or reputation.

10. CONFIDENTIAL INFORMATION

10.1. Confidential information means the trade secrets and all other information regarding QRL's affairs which become known to you in circumstances where you know, or should know, that the information is to be treated as confidential. This Confidential Information includes without limitation any information that:

- a. Would be of commercial value to a competitor of QRL.
- b. Relates to QRL's financial affairs; including financial information, accounts work, financing information, management reports and performance or profitability reports and margins.
- c. Relates to QRL's operational requirements.
- d. Relates to any arrangements or transactions between QRL and stakeholders in the racing industry.
- e. Relates to QRL's customers; including customer details, customer lists, details of customer requirements, details of customer prospects, the identity of any customer, their requirements and their financial affairs.
- f. Relates to any functions you perform in relation to the regulation, licensing, administering or policing of racing and its integrity
- g. Relates to or is contained in any of QRL's computer data bases or software.
- h. Relates to any arrangements or transactions between QRL and its respective suppliers or contractors; including their identity and the price or charges in respect of the supplies or services QRL acquires from them.
- i. Relates to or is contained in any manuals or handbooks produced by QRL.
- j. Relates to QRL fees, quotations, prices or charges in respect of services or products.
- k. Relates to the marketing and selling techniques used by QRL; including marketing plans, sales plans, research and data surveys.
- l. Relates to trade secrets, technical specifications, know how, plans, design concepts, ideas, design specifications, manufacturing or development processes, research, formulae, processes, applications, unique features or techniques in respect of any of QRL's products, services or operations, whether existing or in development.
- m. Relates to or is associated with any of QRL's technology or software, or any related products or services, including any source code, programming, plans, concepts, specifications, alterations or additions, content, features, operation opportunities, benefits or market appeal, whether produced by you or otherwise.
- n. Is prepared by QRL or anybody else based on or incorporating information referred to in paragraphs (a) to (m) above, including all notes and other records, whether written or otherwise, and any copies of the information, notes and other records referred to in paragraphs (a) to (m) above.

Confidential Information does not include information that:

- o. Was rightfully in your possession and not subject to an obligation of confidentiality before the negotiations leading to the commencement of your employment with QRL, whether pursuant to this Agreement or otherwise.
- p. Is or, after the commencement of your employment becomes, available in the public domain other than as a result of a breach of this Agreement.

- 10.2. You must not at any time during your employment with QRL, or at any time after your employment terminates, disclose to any other person or use or attempt to use any Confidential Information of QRL or any of QRL's clients. During your employment with QRL, you must use your best endeavours to prevent the unauthorised disclosure of any such Confidential Information or trade secrets by a third party.
- 10.3. The obligations of this clause shall survive the termination of this Agreement. You must not, after termination of employment use Confidential Information for a purpose other than for the benefit of QRL.

11. INTELLECTUAL PROPERTY

- 11.1. You acknowledge and agree that all existing and future intellectual property rights in any Confidential Information or in respect of any intellectual property developed, in development, created or conceived wholly or partly by you, alone or together with any other person or body, whether during or outside working hours:
- q. On QRL's premises or using QRL's facilities or resources, facilities or resources which were in the care and control of QRL, or any of QRL's employees, officers, agents, subcontractors or representatives;
 - r. Directly or indirectly as a result of the employee or anybody else's access to confidential information;
 - s. In the course of, as a consequence of or in relation to the performance of the employees duties;
 - t. Relating to QRL's general methods of operation; or
 - u. In respect of or associated with any of QRL's products or services, and any alterations or additions or methods of making, using, marketing, selling or providing those products or services;

vest in and belong to QRL, and to the extent necessary to vest ownership in QRL, the intellectual property is deemed to be assigned to QRL as its exclusive property.

- 11.2. You agree to execute all documents, including any assignments, and do all acts and things, required by QRL for the purpose of effecting and perfecting the title of QRL or its nominee to the intellectual property rights described in the clause above, in Australia or such other countries as QRL requires. You consent to QRL infringing any Moral Rights that you may have or become entitled to, in any work created, developed, modified or enhanced in the course of their employment.
- 11.3. You must immediately disclose to QRL in writing, any invention or improvement you make or think of during the course of your employment.
- 11.4. Your obligations under this clause will continue, notwithstanding the expiry or termination of this Agreement.
- 11.5. Intellectual Property Rights means any and all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future, including rights in respect of or in connection with any confidential information, copyright, including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents), trade marks, service marks, designs, circuit layout and performance protection (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such right and all renewals and extensions.
- 11.6. Moral Rights has the meaning given to that term in the Copyright Act 1968 (C'th)

12. PRIVACY

- 12.1. You must not remove or copy any information, including client or employee information, from QRL's premises without QRL's consent.
- 12.2. During the course of your employment, QRL may collect, use, handle and/or disclose your personal information in the proper course of business; such as to facilitate the provision of salary and benefits, and supply required information to external superannuation and insurance providers. This may include your address, date of birth, health information and professional associations. QRL Property AND SECURITY
- 12.3. All documents, records, papers, manuals, materials of any nature and other property of, or relating to, the business of QRL, whether prepared by you or not, are and remain the property of QRL.
- 12.4. No materials, tools or equipment of any description may be borrowed or removed from the premises without the prior consent of QRL.
- 12.5. Upon termination of this Agreement, you shall immediately deliver to QRL all documents, records, papers, materials of any nature whatsoever and other property of, or relating to, QRL's affairs or any of QRL's related business entities, which may be in your possession or under your control.
- 12.6. If you are provided with a security access device of any kind, such as a key or computer coded access card, you will:
- ▶ immediately return the device to QRL on termination or your employment or earlier request;
 - ▶ not copy nor permit the copying of the device or any aspect of it which is integral to its function of security;
 - ▶ not give the device to anybody else or permit anybody else to use the device; and
 - ▶ use the device strictly in accordance with any conditions advised by QRL in respect of it.

13. TERMINATION OF EMPLOYMENT

- 13.1. Subject to our rights regarding summary dismissal, either you or QRL may terminate your employment by giving one months notice, or a mutually agreed lesser period, to the other party in writing. QRL may pay you the equivalent of that period or part of the period in lieu of such notice. The notice period required to be given by QRL will be increased by one week if you are over 45 years of age and employed for more than two years of continuous service with QRL.
- 13.2. During any period of notice, we may require you:
- ▶ To perform duties that are different from those that you were required to perform during the rest of your employment with QRL, provided that you have the necessary skills, training, education and experience to undertake them; or
 - ▶ To not present yourself for work, do any work or contact any of QRL's clients or personnel for any period up to the date of termination of employment.
- 13.3. During any period of notice you will continue to be employed by QRL and you must not engage or prepare to engage in any business activity that is the same or similar to the duties you were performing for QRL. Up to the termination of your employment you and QRL shall remain bound by the mutual obligations of trust and confidence.
- 13.4. If you do not give the required notice and there is no agreement regarding a shorter notice period, QRL is authorised to withhold or deduct from your final termination payment, the equivalent amount of salary in lieu of the required notice.
- 13.5. QRL may terminate your employment summarily without notice or payment in lieu of notice if you commit any dishonest act, serious misconduct or any other act that justifies summary dismissal. If your employment is summarily terminated by QRL you will not be entitled to any notice payment, or other benefit on termination other than the statutory

entitlements accrued up to and including the termination date. Such payment will be in full satisfaction and discharge of all claims and demands by you against QRL in respect of your employment.

13.6. Following termination of your employment, upon QRL's request, you agree to provide QRL with reasonable assistance regarding any matter relating directly or indirectly to your employment, or which arises out of events which occurred during the period of your employment, including providing statements or affidavits, attending meetings and attending hearings or inquiries.

13.7. In the event that your employment is terminated due to redundancy, you will be provided with redundancy entitlements in line with relevant legislation.

14. ENTIRE AGREEMENT

14.1. This Agreement forms the entire agreement between you and QRL and shall operate to the exclusion of, and wholly replace, all other contracts or agreements that would otherwise apply to your employment. This Agreement supersedes all prior agreements, understandings and negotiations.

15. VARIATION

15.1. The terms and conditions of this Agreement may only be amended by agreement in writing signed by you and QRL.

16. SEVERABILITY

16.1. If any provision in this Agreement is unenforceable, illegal or void, then it is severed and the rest of the Agreement remains in force.

17. WORK ELIGIBILITY

17.1. Your employment is conditional upon you providing to QRL, prior to your commencement, evidence of your eligibility to work in Australia.

18. WARRANTIES

18.1. Your employment is conditional upon you providing to QRL, prior to your commencement, evidence of your professional qualifications, skills and experience.

18.2. You acknowledge that QRL has relied upon the accuracy and truthfulness of any representations, whether written or verbal, made by you in relation to your professional qualifications, skills and experience during the pre-employment process. This offer of employment has been made in reliance upon these representations.

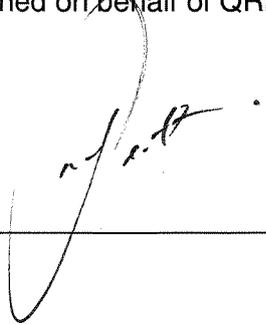
19. CONFIDENTIALITY OF AGREEMENT

19.1. This Agreement and its contents are confidential and should not be communicated to any other party.

20. ACCEPTANCE

20.1. Your employment with QRL will be governed by the terms and conditions contained in this contract.

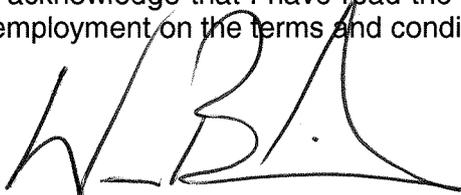
Signed on behalf of QRL.



Malcolm Tuttle
Chief Operations Manager

13/8/09
Date

I acknowledge that I have read the contents of this Employment Agreement and accept the offer of employment on the terms and conditions set out in this Agreement.



Wade Raymond Birch

Signature

13.8.09
Date

BOARD PAPER NUMBER: 6.3
Testing for Hydroxycamphor

PURPOSE:

The purpose of this paper is to seek the Board's approval to the proposed course of action in relation to certain issues associated with positive tests for hydroxycamphor.

BACKGROUND AND ISSUES:

The records maintained by the Integrity Department reveal that from 2004, there have been 11 cases of samples from horses which tested positive for hydroxycamphor. Of those 11 cases, 9 involved trainers based in the Downs region and 5 of those cases occurred during the 2008 calendar year.

Individual trainers and, more recently, the Australian Trainers Association (Queensland Branch) have raised the issue of testing for hydroxycamphor. They complain that in many of the cases, the positives arise due to the horse concerned ingesting leaves, berries or bark from *camphor laurel* trees rather than as a result hydroxycamphor being administered by the trainers. In those circumstances they say that it is unreasonable for the trainer to be held responsible.

In support of this claim that the substance has not been administered, they point to the disproportionate number of positives arising in Toowoomba where the race course has a stand of very significant *camphor laurel* trees. They claim to have some evidence of horses nibbling on bark and leaves.

At this point it is useful to understand the operation of the Rules in relation to positive samples, with specific reference to hydroxycamphor.

AR 177B provides that a person in charge of a horse being trained by a licensed trainer is liable to be punished if the horse tests positive to certain specific substances. Hydroxycamphor is not included in the list of those substances.

AR178 provides that a trainer or other person is liable to be punished if they bring to a race course a horse which tests positive to a prohibited substance. Prohibited substance is defined in AR178B to include certain categories of substance (not including hydroxy camphor) as well as other substances that may have an impact on certain body systems of the horse. Two such body

systems referred to in the rule are the respiratory system and the cardiovascular system.

Hydroxycamphor is a chemical rubefacient and a mild analgesic and also has an expectorant action on the respiratory system. In the past, it has been used internally as a respiratory and cardiovascular stimulant by veterinarians.

Accordingly, as it has an impact at least on the respiratory system, it is a prohibited substance in accordance with AR178B and anyone in charge of a horse which tests positive is subject to being punished under AR 178. This is how hydroxycamphor positives have been dealt with to date.

In terms of testing, it is not possible to determine if the presence of hydroxycamphor is as a result of natural ingestion (through eating bark, leaves etc) or whether it is as a result of being administered.

Nor is it possible to identify a level at which the substance has a positive impact on the horse's system and therefore performance. It is known to be toxic to horses at certain levels and therefore the necessary experiments to determine the impact of certain levels of hydroxycamphor have never been undertaken – the necessary ethical approvals would not be granted.

Trainers argue that in these circumstances, they should not be held liable if their horses has naturally ingested hydroxycamphor. The rules however are clear that it does not matter how the substance gets into the horses system, the mere presence makes the trainer liable. Hence the onus is on the trainer to ensure that their horse is not in a position to get access to the substance.

It may be argued that Stewards should exercise their discretion in determining whether or not to charge a person where it can be established that the horse was likely to have ingested the substance naturally. However, that is complicated by the fact that AR 177 provides that where a prohibited substance is detected in any sample, the horse must be disqualified from any race. So even if the Stewards exercised their discretion in not charging the trainer after a hydroxycamphor positive, the horse would nevertheless be required to be disqualified.

The other factor against relying on trainers to prevent their horses from naturally ingesting the substance is the fact that trainers in Toowoomba claim that leaves and berries from the *camphor laurel* trees on the race course blow into the surrounding stables and yards and so cannot be controlled by trainers. The Toowoomba Turf Club has indicated that the trees cannot be removed as they perform an important function as a wind, dust and noise barrier.

In terms of the national approach to this issue, Queensland is the only State in which hydroxycamphor is the subject of testing. Advice from the Racing Science Centre indicates that there was never a considered decision to

commence testing for hydroxycamphor – instead, when the broad spectrum testing was introduced, hydroxycamphor was simply one additional substance identified through testing and as it had an effect of a horses respiratory system, its presence was routinely reported to QRL. Other states use different testing methods which do not identify hydroxycamphor.

OPTIONS:

There are a number of possible solutions, but none of them are entirely satisfactory:

- The onus to prevent horses ingesting the substance could be left with the trainers who may then be charged if they fail to do so. This is not a practical solution in circumstances in which trainers can properly say that the source of the substance is on the race course and blows into their yards;
- The Toowoomba Turf Club could be required to remove the trees but they do perform a function for the course and to move them would be a significant undertaking;
- Stewards could exercise their discretion not to charge a trainer in circumstances in which it seems that the substance was naturally ingested but the horse would still have to be disqualified.

The recommended approach solution is to move into line with the national approach and inform the lab that testing for hydroxycamphor is not required. This leaves open the possibility that specific testing could be undertaken in circumstances in which a trainer is suspected of administering the substance.

It is neither necessary nor appropriate to state publicly this change in position. It is preferable for the effects of the change to address the problem over time.

DECISION REQUIRED:

It is recommended that the Board resolve to:

Note and approve the proposed course of advising the Racing Science Centre that it is no longer necessary for that lab to test for the substance hydroxycamphor as part of its standard spectrum of tests.

Jamie Orchard
Director Integrity Operations



Actioning Officer:

Camphor

From: Jamie Orchard <jorchard@queenslandracing.com.au>
To: Wade Birch <wbirch@queenslandracing.com.au>
Date: Fri, 06 Feb 2009 12:40:51 +1000

Wade,

The paper I prepared in respect of testing for camphor was considered and agreed by the Board this morning. This means that I will now advise the Lab that they are not required to advise us of any discrepancies in respect of camphor. As a consequence, the lab will not replenish their stock of the testing medium and tests will now not be undertaken. The main reason for this decision was to bring us into line with the national approach.

I also mentioned the fact that we had an outstanding discrepancy at the lab in respect of camphor. I said that as we had now adopted the policy that we were not pursuing positives for camphor (in light of not testing/reporting discrepancies) it seemed inappropriate to pursue the current discrepancy through to confirmation testing. The Board agreed with this approach. Would you advise the lab of that decision re the discrepancy?

Regards,

Jamie Orchard
Director of Integrity Operations

Queensland Racing Ltd
PO Box 63, Sandgate QLD 4017

P +61 7 3869 9742

F +61 7 3269 8268

M 0417 791 596

E jorchard@queenslandracing.com.au

W www.queenslandracing.com.au



[\[Home\]](#) [\[Databases\]](#) [\[WorldLII\]](#) [\[Search\]](#) [\[Feedback\]](#)

Racing Appeals Tribunal of Queensland

You are here: [AustLII](#) >> [Databases](#) >> [Racing Appeals Tribunal of Queensland](#) >> [2009](#) >> [\[2009\] QRAT 16](#)

[\[Database Search\]](#) [\[Name Search\]](#) [\[Recent Decisions\]](#) [\[Noteup\]](#) [\[Download\]](#) [\[Context\]](#) [\[No Context\]](#)
[\[Help\]](#)

Stewards of Queensland Racing Limited v Stephenson [2009] QRAT 16 (8 August 2009)

Last Updated: 16 October 2009

RACING APPEALS TRIBUNAL

QUEENSLAND

NOTICE OF DECISION

APPEAL NO: RT007-09

DATE: 5 August 2009

APPELLANT: Mr Wade Birch, Chief Steward of Queensland for and on behalf of the Stewards of Queensland Racing Limited

RESPONDENT: Mr Richard William Stephenson

APPEAL FROM: Appeal from the decision of the First Level Appeals Committee to uphold an appeal by the Respondent against the decision of the Appellant that the Appellant breached AR175 (a) and the imposition of a penalty of 2 months suspension.

BREACH OF RULE: AR175 (a)

DECISION: Appeal dismissed.

APPEARANCES: A J MacSporran SC, instructed by Patrick Murphy Solicitor appeared on behalf of the Appellant.

J E Murdoch SC, appeared on behalf of the Respondent.

REASONS FOR DECISION

Mr Leo Williams AO - Chairman

Mr Brock Miller - Deputy Chairman

Mr Dennis Standfield - Member

The Notice of Appeal filed on 9 April 2009 stated the Appellant as Queensland Racing Limited. Section 167(2) of the *Racing Act 2002* ("the Act") requires that it be a Steward that appeals to the

Tribunal. The Tribunal grants leave for Mr Wade Birch, Chief Steward of Queensland for and on behalf of the Stewards of Queensland Racing Limited to be substituted as the Appellant in the Appeal.

The Appeal in this matter is against the decision of the First Level Appeals Committee "the First Level" delivered on 26 March 2009 to uphold the Appeal of the Respondent against the finding by the Stewards on 9 February 2009 that the Respondent had breached AR175(a) with respect to improper behaviour and the imposition of a 2 month suspension as penalty.

The First Level has provided detailed reasons "First Level Reasons" for their decision and the Tribunal commends the First level members for providing their reasons explaining the basis of their decision.

In this Appeal however, as in any Appeal, it is incumbent on the Tribunal pursuant to Section 172(3) of the Act to give its decision "...unaffected by the decision appealed against, on the material before the entity that made the decision and any further evidence allowed by the Tribunal."

AR 175(a) provides:-

"AR175. The Committee of any Club or the Stewards may punish:

(a) any person who in their opinion has been guilty of any dishonest, corrupt, fraudulent, improper or dishonourable action or practice in connection with racing."

The particulars provided by the Stewards at their Inquiry when alleging the Respondent breached AR175(a) reads:-

*"The particulars of the charge are, that you Mr **Stephenson**, a licensed trainer with Queensland Racing Limited, did act improperly in relation to the sale of a thoroughbred race horse "Cotton Candy", in that you failed to disclose a fee received for your part in the sale of that horse, and furthermore deceived part owner Mr Dennis Curran when questioned in relation to the amount received for "Cotton Candy"."*

The factual matters relating to the particulars are set out in detail in the First Level Reasons and can be summarised as:-

Mr **Stephenson** was in April 2008 the licensed trainer of the horse Cotton Candy which had a number of owners of which Mr Dennis Curran had a one eighth share. The owners decided to sell the horse and asked Mr **Stephenson** to do so on their behalf. Mr **Stephenson** sold the horse to interests in Mount Isa. The sale monies received for the horse was \$5,000.00 of which Mr **Stephenson** accounted \$4,000.00 to the owners and kept \$1,000.00 for himself which he did not disclose to the owners.

After the sale, Mr Dennis Curran became aware that the horse was sold for more than \$4,000.00 and on 29 October 2008 faxed a letter of complaint to Queensland Racing stating that the "secret commission" received by Mr **Stephenson** should be investigated.

The Stewards carried out investigations and commenced and Inquiry on 12 January 2009 which concluded on 9 February 2009 when they found that Mr **Stephenson** had breached AR175(a).

At the Stewards Inquiry and at the First Level Appeal, Mr **Stephenson** submitted both through written submissions and through his Counsel Mr Murdoch SC, that the Stewards did not have jurisdiction to investigate the matter and lay a charge against Mr **Stephenson** under the Australian Rules of Racing. The First Level decided the Stewards did not have jurisdiction and upheld the Appeal. The jurisdiction issue considered by the First Level will be referred to later in these

reasons.

In view of the First Level decision that there was no jurisdiction, the First Level did not propose to deal with deciding on the factual matters which were in dispute but did comment in the 10th paragraph on page 18 of their decision as follows:-

"Had we ruled the Stewards had jurisdiction to deal with the matter, we would have had difficulty in resolving the 'deception issue' without having the benefit of seeing the witnesses give evidence in chief and under cross examination."

The Appellant's grounds of appeal on the Notice of Appeal are stated as:-

*"The Committee erred in its interpretation of AR10 and AR175(a) in concluding that the sale of the horse by Mr. **Stephenson** as agent for the owners was not a "matter or incident related to racing" nor a matter "in connection with racing" such that the Stewards had no jurisdiction or power to enquire into and adjudicate upon the matter."*

At the Tribunal hearing on 5 May 2009 Mr MacSporran SC for the Appellant provided an Outline of Submissions with respect to the jurisdiction issue and in the Outline of Submissions referred to the Australian Bloodstock Code of Practice ("the Code"). This was not referred to at the First Level Appeal. The Appellant's Outline of Submissions with regard to that Code reads:-

"4. The Appeal Committee did not have regard to the "Australian Bloodstock Code of Practice" published by the Australian Racing Board in 2005.

5. The Code deals with the obligations of agents such as the respondent in acting in the course of the sale of horses.

6. By virtue of AR7(s), Queensland Racing Limited is given power "to investigate alleged breaches of a code of practice published by the Australian Racing Board and to warn-off or punish any person who it finds to have committed a breach of such a code of practice."

7. Specific power is therefore given to the appellant to investigate matters the subject of this appeal and the question of jurisdiction should be decided in favour of the appellant."

At the hearing on 5 May 2009 Mr Murdoch SC for the Respondent did not accept that the Code has application.

The Code is stated to be adopted and published by the Australian Racing Board and is specifically referred to in the Australian Rules of Racing in AR7 and AR175 which state respectively:-

"AR.7. A Principal Racing Authority shall have the control and general supervision of racing within its territory. Such Principal Racing Authority, in furtherance and not in limitation of all powers conferred on it or implied by these Rules, shall have power, in its discretion:-

(s) To investigate alleged breaches of a Code of Practice published by the Australian Racing Board to warn-off or punish any person it finds to have committed a breach of such a Code of Practice. [added 1.5.05]

and

AR.175 The Committee of any Club or the Stewards may punish:

(v) Any person who commits a breach of a Code of Practice published by the Australian Racing

Board. [added 1.5.05]"

The purpose of the Code is set out in the document itself under the heading "Introduction" which states:-

"Introduction

The Code of Practice sets out the principles which apply to all sales of bloodstock and sales of stallion shares and nominations, be they private sales or sales at public auction, ensuring that sales of bloodstock in Australia will set and maintain a high standard of integrity and transparency, which will safeguard the interests of vendors, consignors, bloodstock agents, owners, trainers and the sales companies."

As the Appellant was now relying on the Code and putting aside the issue of whether the conduct of the Respondent could be within the scope of the Code, the Tribunal did seek submissions from the parties in the following terms:-

"(a) The process adopted by Queensland Racing for the implementation of policies and rules made by the Australian Racing Board;

(b) The legislative basis therefore;

(c) In particular, the procedures followed for the adoption of "The Australian Bloodstock Code of Practice" and the legislative basis for the adoption of same; and

(d) any other issues of and incidental to the above matters."

The Appellants submissions are dated 5 June 2009 (Appellant's Jurisdiction Submissions) and the Respondent's submissions are dated 9 June 2009 (Respondent's Jurisdiction Submissions).

Following the receipt of each party's Jurisdiction Submissions the Appellant sought the opportunity to present further oral submissions which the Tribunal acceded to and the oral submissions from both the Appellant and Respondent were heard on 5 August 2009. At this hearing the Appellant presented further written submissions ("Appellant's Further Jurisdiction Submissions").

The issue which the Tribunal has been asked to determine is essentially whether the Stewards have jurisdiction to adjudicate on a Licensee for activities associated with the sale of a racehorse.

If jurisdiction for the Stewards to deal with the matter exists, it has to be based on powers conferred on the Stewards pursuant to the provisions of the Act.

The Stewards are employees of Queensland Racing Limited ("QRL") which is the control body in Queensland and pursuant to Chapter 2 of the Act manage the code of Thoroughbred Racing in Queensland. QRL's functions and powers can be found in Part 3, Division 1 of the Act. Section 34 gives various specific powers to QRL for its control of racing. Chapter 3, Part 1 of the Act sets out the provisions by which a control body performs its functions with Section 78(2) of the Act specifically stating:-

"78(2) Generally, the control body performs its functions by:-

(a) making policies about the management of its code of racing, especially about its licensing scheme for controlling activities relating to the animals, clubs, participants and venues and about the way in which races are to be held for its code of racing; and

(b) making rules of racing about things dealt with in a policy; and

(c) ...

(3) A control body's policies ensure there is guidance for persons involved in the code of racing and transparent decision-making relating to matters dealt with by the policies."

The reference to policies is underlined for emphasis but it can clearly be seen that a control body must have a policy on which to base its management for its particular code.

As the Code was introduced into the Australian Racing Rules with effect from 1 May 2005 it is difficult to see how QRL can rely on its licensing scheme policy to substantiate those rules as the licensing scheme policy took effect from a date subsequent to the introduction of the Code being 7 March 2008. The Appellant's Further Jurisdiction Submissions submit that the Code is applicable when the now repealed Racing and Betting Act 1980 ("the 1980 Act") is considered. As the Tribunal understands it, the Appellant's submissions are that when considering the definitions under the 1980 Act and the evolution of QRL as the control body, any adoption by the Australian Racing Board Limited ("ARBL") of any changes to the making of new rules to the Australian Rules of Racing are binding on QRL's licensees. This is because the predecessors to QRL (as a member of the ARBL) are bound by that company's Constitution, and the need to ensure uniform rules of racing throughout Australia. Furthermore, if it was considered that there was any invalidity by there not being a supporting policy, then QRL's licensing policy of 7 March 2008 can still be relied upon relating to the Code as the particulars of the conduct of the respondent occurred after 7 March 2008.

It is clear from the requirements of Section 78 of the Act that a policy needs first to be in effect before there can be a Rule. Indeed, Section 93 of the Act provides for urgent Rules of Racing in circumstances where there is not a policy but there is the need for urgency with the limitation that the rule is not of effect for a period of longer than six months. This is not the position with respect to the rules which relate to the Code.

While Section 377(1) of the Act specifically authorises that Rules of Racing prior to the commencement of the Act on 1 July 2003 are Rules of Racing, this authorisation has to be read with Section 378(2) which gave power to a control body to amend the rules or repeal the rules. The Tribunal is of the view that new rules must be underpinned by a policy of a control body. It is simply not sufficient to say that because QRL or any of the previous control bodies of racing in Queensland were members of ARBL that rules introduced by ARBL to the Australian Rules of Racing are effective in Queensland. The Rules of Racing and the policies that underpin have immense power over persons who are bound by them. Indeed, a person can lose his or her livelihood as a consequence of a breach of the Rules. Section 79 of the Act states that policies and rules of racing made by a control body are statutory instruments and have the force of law in Queensland.

As the Rules of Racing have the force of law, it seems inconceivable that Parliament when introducing the Racing Act 2002 intended that it be that the making of rules can be vested with a body such as ARBL without the strict requirements concerning the making of rules being adhered to. Indeed if this was the intention of Parliament, there should have been clear provisions in the Act that such a power can be given to an outside body. A policy must precede the application of a Rule. In the absence of a policy, AR209 which adopts the Code is not applicable and unable to be adjudicated upon by the Stewards.

As the Tribunal has found that the Code is not in force, there is no need to consider whether if it was in force, whether it would be applicable to the circumstances of the sale of the horse by the Respondent and the Tribunal makes no finding in that regard.

The other aspect of the jurisdictional issue is the matter considered by the First Level being whether within the Rules of Racing as at 1 July 2003 or subsequent rules which have been underpinned by a

policy of QRL there is power for the Stewards to adjudicate on the matter.

The general powers of QRL are found enumerated in AR1, AR7 and AR7A and powers of the Stewards in AR8A, AR8B, AR8C, AR8D and AR9.

AR1 defines the terms in the Rules and states:-

“Participant in Racing” includes

(a) a trainer;

...

(f) any person who provides a service or services connected with the keeping, training or racing of a horse.”

AR10 and AR10A provide respectively:

“AR.10. The Stewards may at any time inquire into, adjudicate upon and deal with any matter in connection with any race meeting or any matter or incident related to racing.”

and

“AR.10A.(1) The Stewards may inquire into, and adjudicate upon, any incident or occurrence arising at any organised trial or training facility.

(2) Without limiting the provisions of subrule (1) of this rule, the Stewards may:-

(a) inquire into and adjudicate on any misconduct occurring at any trial, trackwork or associated activity;

(b) inquire into and adjudicate upon any suspected breach of the Rules or of any regulations, by-laws or conditions established by a race club or other responsible body for the conduct of organised trials or the use of any training facility;

(c) take any action deemed necessary in respect of any horse.”

For the Stewards to have jurisdiction to determine the matter as they have claimed the only possible power that supports such a claim could be that contained in AR.10. This general power has two limbs, the second of which in essence is:

“...the Stewards may at any time inquire into, and adjudicate upon and deal with... any matter or incident related to racing.”

The question is whether this general power is wide enough to confer jurisdiction in respect of the sale of a racehorse by a licensed person.

The Stewards did not deal with the preliminary issue of jurisdiction in their findings on 9 February 2009 and merely assumed the power by stating that they were “... satisfied that this matter falls within the provisions of AR.10...”

In the First Level Reasons, the First Level were of the opinion that AR.10 was not wide enough to support jurisdiction of the Stewards in this matter, stating (page 17 of the First Level Reasons):-

“In our view, the words ‘in connection with any race meeting or any matter or incident related to racing’ as used in AR.10 and the words ‘in connection with racing’ as used in AR.175(a) are subject to the context in which they are used, to the words with which they are associated and to the object and purpose of the statutory provision in which they appear (Hatfield v HIC).

Both phrases gather meaning from the context in which they appear and it is that context which determines the matters to which they extend (WCB(Q) v Technical Products).

The meaning to be attributed to the words ‘in connection with race meeting or any matter or incident related to racing’ as used in AR.10 and ‘in connection with racing’ as used in AR.175(a) must be derived from the context in which they are used.

In our view, nothing in the Australian Rules of Racing would extend the meaning of those words to include the sale of a horse by a licensed trainer in these circumstances.

In our view, the Australian Rules of Racing provide for the proper conduct of thoroughbred racing and its related activities, for instance, the training, stabling and keeping of thoroughbred horses and the conduct of licensees on or off a racecourse when engaged in such matters.”

The First Level further stated (at page 18 of the First Level Reasons):

“In our view, if a licensed trainer happens to regularly or irregularly engage in other racing industry activities (i.e. other than the keeping, training and racing of horses under his care) those activities do not necessarily have a connection with racing simply because the trainer is a licensee.

*In our view, the sale of the horse by Mr **Stephenson** as agent for the owners was not a matter or incident relating to racing within the meaning of the term as used in AR.10. In the circumstances, we consider the Stewards did not have the power to inquire into and adjudicate upon the matter.”*

Issues as to whether a particular matter is or is not a matter or incident related to racing can raise difficult questions. Page 17 and 18 of the First Level Reasons sets out examples where the First Level considered there could be a distinction between “activities which have a connection with the racing industry” and “any matter or incident related to racing”. The Tribunal is of the view that it is the former that applies in this matter.

The Tribunal concurs and accepts the reasoning of the First Level that the sale of a racehorse in the circumstances of this matter is not a matter which is within the scope of AR10 and the Stewards did not have the power to deal with the matter.

The Appeal is dismissed.

Mr Leo Williams AO

Deputy Chairman

Mr Brock Miller

Deputy Chairman

Mr Dennis Standfield

Member

AustLII: [Copyright Policy](#) | [Disclaimers](#) | [Privacy Policy](#) | [Feedback](#)
URL: <http://www.austlii.edu.au/au/cases/qld/QRAT/2009/16.html>