


QUEENSLAND RACING COMMISSION OF INQUIRY

AFFIDAVIT OF CHRIS FULCHER


I, **CHRIS FULCHER**, of [REDACTED], in the State of Queensland, director, state on oath:

1. I am a director of Contour Consulting Engineers Pty Ltd ("**Contour**") together with Brett Thomson ("**Thomson**").
2. On about 4 July 2013, I received a notice of "Requirement to Produce Documents" ("**the Document Notice**") from the Queensland Racing Commission of Inquiry ("**the Commission**").
3. On about 5 July 2013, I received a notice of "Requirement to Give Information in a Written Statement" ("**the Statement Notice**") from the Commission.
4. During the period of 5 July 2013 to the date of this statement I have been using my best endeavours to comply with the Document Notice and assist the Commission by obtaining and reconciling documents and data, which relate to the Projects to which Contour was a party with the Relevant Entities for the Relevant Period.
5. In attempting to comply with the Document Notice and Statement Notice and assisting the Commission, Contour has incurred significant costs and disruption to its business operations.
6. In regard to paragraphs 1.1 and 1.2 of the Statement Notice, which paragraphs refer to internal policies, processes, guidelines and measures of the Relevant Entities, I say that I have no direct knowledge of the matters referred to therein as they are internal policies of the Relevant Entities. Further, my role within Contour involved predominantly the overseeing of concept planning, feasibility and detailed engineering design work. My involvement in the tendering and construction phases of each project was very limited and that role was undertaken by Brett Thomson.
7. In regard to paragraph 1.3 of the Statement Notice, Contour was a party to 63 projects during the Relevant Period ("**the Projects**").
8. I refer to paragraph 9 of the affidavit of Brett Thomson sworn 5 August 2013 which refers to the Project Summary Table delivered to the Commission on 18 July 2013.
9. Since receiving the Document Notice I have attempted to identify all of the relevant documents within the possession of Contour which relate to the Projects. Those documents include digital data which was not in Contour's original archived files and has involved many hours of work identifying digital data going back to 2007.
10. Due to the time constraints imposed by the Commission to comply with the Document Notice I have not had sufficient opportunity to access and properly consider those documents so as to provide a responsive statement to paragraph 1.3 of the Statement Notice. I do not have a clear or sufficient recollection of events as far back as 2007 to prepare a statement from memory.
11. Many of the documents which are relevant to the events surrounding all contractual arrangements between the Relevant Entities and Contour are currently within the possession of



Chris Fulcher

Sheet 1



JP (Qual)
109908

Justice of the Peace/~~Solicitor~~
Commissioner of Declarations

AFFIDAVIT OF CHRIS FULCHER

Porter Davies Lawyers
Level 5, 46 Edward Street
Brisbane Qld 4000
Telephone: 07 3001 2100
Facsimile: 07 3105 7360
Ref: RML:14854

the Commission for the purpose of copying. Those documents span some 63 projects and many thousands of pages.

12. Once those documents have been returned to Contour by the Commission and I have had an opportunity to properly consider them, I will be in a position to provide a more detailed statement which will be responsive to paragraph 1.3 of the Statement Notice.
13. In regard to paragraph 1.4 of the Statement Notice, I am not aware of the internal practices and processes of the Relevant Entities but I say that the form and content of Contour's fee proposals provided to its other clients were generally the same as those provided to the Relevant Entities during the Relevant Period, including the schedule of hourly rates charged by Contour.


Employment of Paul Brennan

14. In regard to paragraph 2.2 of the Statement Notice and with respect to the events surrounding the employment of Mr Brennan, I say:
 - (a) In October 2010, Contour employed Mr Russell Thompson as a senior project manager and more specifically to assist Contour with the projects involving the Relevant Entities.
 - (b) Throughout the period of 2011 I became aware that the Relevant Entities were interested in taking a more active role in managing their infrastructure projects and had employed additional staff for that purpose. Contour's role in co-ordinating the Relevant Entities' projects and acting as lead consultants was reduced significantly during that time.
 - (c) In early 2012 I became aware that Russell Thompson had been offered employment with the Relevant Entities as a project manager and on 23 March 2012 he ceased employment with Contour to fulfil that role.
 - (d) Having lost Russell Thompson as an employee, Contour was left with a vacant senior executive role which it needed to fill.
 - (e) On 15 March 2012, Brett Thomson and I had a meeting with Paul Brennan ("**Brennan**") to ventilate our grievances regarding the conduct of the Relevant Entities in approaching Russell Thompson with an offer of employment. During that meeting, Brennan stated that he would very likely be resigning from the Relevant Entities if the Liberal National Party won the up-coming election as he believed that the existing board would be dismissed.
 - (f) After that meeting, Brett Thomson and I discussed the possibility of Contour employing Brennan to fill the void that had been left by Russell Thompson's departure. Both Brett Thomson and I held Brennan in high regard, were familiar with his management abilities, as a result of Contour's dealings with the Relevant Entities, and considered that his knowledge of the equine industry would be a significant advantage for Contour when seeking future work within the racing industry.
 - (g) Both Brett and I were very motivated to have Brennan commence employment with Contour as soon as possible as we had both planned significant periods of annual leave in the coming months and were concerned that Contour would be left with limited senior management to oversee operations in our absence.
 - (h) On 15 March 2012, Brett Thomson and I met with Brennan again on 27 March 2012 and he commenced employment with Contour on 28 March 2012.
 - (i) The Commission has been provided with a copy of the employment contract between Contour and Brennan and the terms of that contract and basis for Brennan's employment were genuinely commercial.



Chris Fulcher

Sheet 2

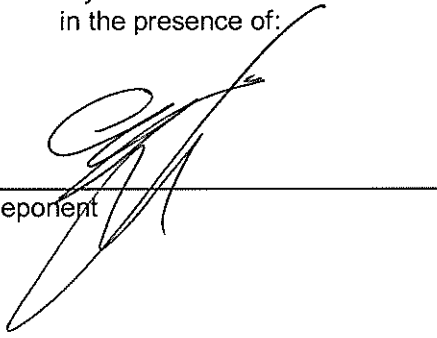

Justice of the Peace/Solicitor/
Commissioner of Declarations

Employment of Malcolm Tuttle


15. In regard to paragraph 2.2 of the Statement Notice and with respect to the events surrounding the employment of Mr Tuttle, I say:
- (a) During the Relevant Period I had very little contact with Tuttle and understood his role within the Relevant Entities to be one of general management and not a decision maker in regard to infrastructure projects.
 - (b) On 27 March 2012 I received an email from Tuttle's personal assistant announcing his resignation from the Relevant Entities.
 - (c) I did not have any contact with Tuttle thereafter until about mid-September 2012.
 - (d) At that time Brett Thomson and I had a meeting with Tuttle and during that meeting Tuttle indicated that he was not entirely satisfied with his current employment as a consultant with a Brisbane marketing firm.
 - (e) Following that meeting, Brett Thomson and I discussed the possibility of Contour employing Tuttle in a marketing role to promote Contour and attempt to expand its client base. I considered that his experience in the racing industry was a significant advantage and would add weight to Contour's horse racing expertise.
 - (f) I refer to emails dated 3 September 2012, 27 September 2012, 28 September 2012 and 15 October 2012 between myself, Paul Brennan and Brett Thomson which have been provided to the Commission and deal with the matters contained in sub paragraphs (a) to (e) herein.
 - (g) Tuttle commenced employment with Contour on 15 October 2012 in the role of "Director of Business Development".
 - (h) The decision to employ Tuttle and the terms of his employment with Contour were genuinely commercial.
16. In regard to paragraph 2.3 of the Statement Notice, I have no knowledge of the responsibilities, duties or legal obligations of the directors and senior executives of Racing Queensland Limited with respect to the matters referred to in paragraphs 2.1 and 2.2.
17. In regard to paragraph 3 of the Statement Notice, I have no knowledge of the matters referred to therein.
18. All the facts and circumstances to which I have deposed above are within my own knowledge except those to which I have deposed from information only and my means of knowledge and belief and sources of information appear on the face of this affidavit.

Sworn by **CHRIS FULCHER** on 5th August 2013 at 6 Innovation Parkway, Kawana Waters QLD 4575
in the presence of:

Deponent



Justice of the Peace/~~Solicitor~~
Commissioner of Declarations

 JP(qual)
109908