

## Statement of Justin James Doyle

I, **Justin James Doyle**, Director of Rockhampton Racing Pty Ltd ACN 144 933 406, of [REDACTED] in the State of Queensland, state as follows:

- A. I am a Director of Rockhampton Racing Pty Ltd ACN 144 933 406 (**RR**). I was appointed to that position on 30 June 2010 upon the formation of RR.
- B. RR is a company duly incorporated having its registered office at Racecourse Road, Deagon in the State of Queensland.
- C. Attachment "**JJD-1**" is a copy of a Requirement to Provide Written Statement Notice dated 5 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 5 July 2013 and received on 11 July 2013. This Statement is provided in response to the Notice.
- D. Unless otherwise stated, the matters set out in this Statement are based on my own knowledge.
- E. I set out below my responses to each of the questions set out in the Notice.

**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.

  
Justin James Doyle

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1. RR was formed on 30 June 2010 as a partnership between the Rockhampton Jockey Club (**RJC**) and Queensland Racing Limited (**QRL**) (subsequently Racing Queensland Limited (**RQL**)). RR was formed for the sole purpose of providing a vehicle to own the assets of Callaghan Park, which is the home of the RJC.
2. The Board of RR comprised of two directors nominated by RJC and two directors nominated by QRL. I was the Chairman of the RJC from September 2005 until September 2012 and was one of the two directors nominated by the RJC.
3. Because RR was a partnership between the RJC and QRL formed for the sole purpose of owning assets it did not, to my knowledge, have or require its own policies, processes, guidelines or measures in respect of procurement, contract management and financial accountability. Operationally, the RJC and QRL were jointly responsible for paying costs incurred by RR as a consequence of its ownership of assets.
4. I cannot otherwise comment upon the matters raised in paragraphs 1.1 and 1.2 of the Notice.
5. I am aware, as a consequence of my role as Chairman of the RJC, that in 2009 QRL used Contour to carry out engineering works at Callaghan Park. The works involved the rebuild and resurface of a sand training track and the rebuild of the racing track.
6. I am not, however, aware of the contractual arrangements, procurement or payment process between QRL and Contour. My involvement with Contour was limited to operational issues arising from the design, build and warranty phases of the track development, for example the selection of sand for the rebuild and resurface of the sand training track which involved consultation between RJC (as the track owner), QRL (as the party which I understood was paying for the works) and Contour (as the engineer responsible for the works).

**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

  
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(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.

7. Because RR was a partnership between the RJC and QRL formed for the sole purpose of owning assets it did not have its own "workplace" and did not, to my knowledge, have or require its own management policies, processes or guidelines.

8. I am not aware and cannot otherwise comment upon the matters raised in paragraph 2 of the Notice.

**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.

9. I am unaware and cannot comment upon the matters raised in paragraph 3 of the Notice.

**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;

  
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(b) the Executive Government; and  
(c) the Chief Executive.

10. I am unaware and cannot comment upon the matters raised in paragraph 4 of the Notice.

**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.

11. I am unaware and cannot comment upon the matters raised in paragraph 5 of the Notice.

**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.

  
Justin James Doyle

  
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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**.

12. I am unaware and cannot comment upon the matters raised in paragraph 6 of the Notice.

**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.

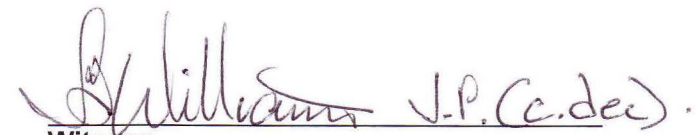
13. I am unaware and cannot comment upon the matters raised in paragraph 7 of the Notice.

**8. ANY OTHER RELEVANT MATTER**

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

14. To the best of my knowledge, there is no other matter relevant to the Commission's Terms of Reference that I can comment upon.

  
Justin James Doyle

  
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TERENCE JAMES WILLIAMS

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

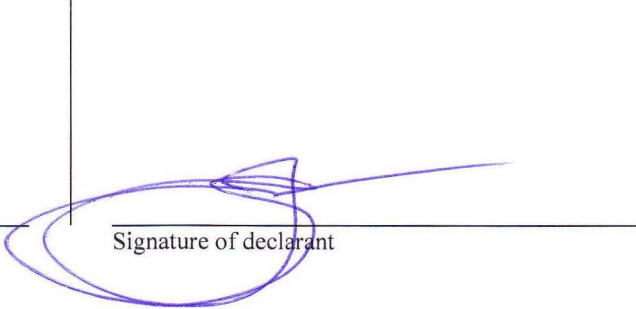
**Dated 26 July 2013**

**Signed and declared** by Justin James Doyle at  
Brisbane in the State of Queensland  
this 26th day of July 2013

Before me:



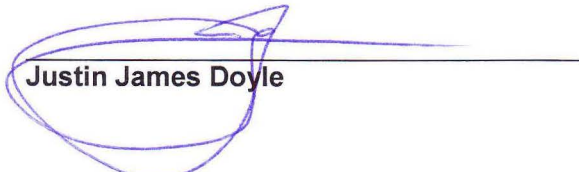
Signature of person before whom the declaration is  
made



Signature of declarant

TERENCE JAMES WILLIAMS. J.P. (C. DEC.)

Full name and qualification of person before whom the  
declaration is made



**Justin James Doyle**



**Witness**

TERENCE JAMES WILLIAMS

"JJD-1"

Queensland Racing  
Commission of Inquiry

2226506 - R1

5 July 2013

Mr Justin James Doyle  
[REDACTED]

Dear Mr Doyle

**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 26 July 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: Justin James Doyle

Of: [REDACTED]

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](http://www.racinginquiry.qld.gov.au)) to the Commission on or before 26 July 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](mailto: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 fifth day of July 2013

A handwritten signature in cursive script, appearing to read "Margaret White", written over a horizontal line.

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)

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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;
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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*.

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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/](http://www.racinginquiry.qld.gov.au/).