

## Statement of Warren John Williams

I, **Warren John Williams**, General Manager of Operations for Queensland All Codes Racing Industry Board t/-as Racing Queensland ABN 80 730 390 733 (**Racing Queensland**), of [REDACTED] in the State of Queensland, state as follows:

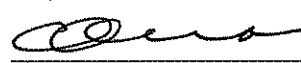
- A. I joined Queensland Racing Limited (**QRL**) on 14 December 2009 as Racecourse Development Manager. I was employed by QRL in that role until 30 June 2010, following which QRL merged into Racing Queensland Limited (**RQL**) (the **Merger**).
- B. From 1 July 2010 until 30 June 2012, I was employed by RQL as Facilities, Maintenance and Development Manager. Effective from 1 July 2012, I was promoted to the role of General Manager of Operations of RQL. However, because of changes RQL's organisational structure in March 2012, I had in actuality taken on additional responsibilities within RQL from about 29 March 2012 until 30 June 2012.
- C. I am a Director of Rockhampton Racing Pty Ltd ACN 144 933 406 (**RR**). I was appointed to that position on 27 March 2012.
- D. I have worked in the racing industry for about 30 years. This includes 10 years at Moonee Valley as an Assistant Racecourse Manager, followed by 15 years at Doomben as a Racecourse Manager (1995 to 2002) and General Manager (2002 to 30 June 2009) for the Brisbane Turf Club and General Manager Operations for the Brisbane Racing Club (1 July 2009 to 11 December 2009) before joining QRL.
- E. Attachment "**WJW-1**" is a copy of a Requirement to Provide Written Statement Notice dated 23 July 2013 (**Notice**) directed to me from the Queensland Racing Commission of Inquiry (**Commission**) under cover of a letter from the Commission dated 23 July 2013 and received by me on 24 July 2013. This Statement is provided in response to the Notice.
- F. Unless otherwise stated, the matters set out in this Statement are based on my own knowledge.
- G. 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;*

  
Warren John Williams

  
Witness

(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;

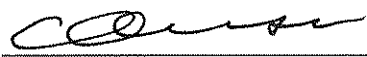
(b) Whether, for each contract, payment policies and processes:

(i) were implemented; and

(ii) were adhered to.

1. I understand that the policies, processes, guidelines and measures of each of the Relevant Entities have been provided to the Commission under cover of a statement provided by Adam Carter (the General Manager of Corporate Services for Racing Queensland). I do not intend to reproduce those documents in this Statement.
2. However, I am aware of the following policies, processes, guidelines and measures used by QRL and RQL in respect of procurement, contract management and financial accountability during the Relevant Period:
  - (a) after I joined QRL on 14 December 2009, I became aware that QRL used an electronic purchasing system. In my view, the electronic system was not user-friendly and I considered that an alternative purchasing system should be put in place;
  - (b) in early-to-mid 2010, QRL provided a paper order book which required that orders be recorded in triplicate, with one copy provided to the supplier, one attached to the supplier's quote and the other remaining in the book. Order records were submitted to the finance team for processing;
  - (c) following the Merger, RQL retained the paper order book system;
  - (d) sometime after the Merger (I cannot recall the date but believe it was in early-to-mid 2011) RQL went back to an electronic purchasing system;
  - (e) after I joined QRL, Paul Brennan, who was my immediate boss, told me that I was required to obtain three quotes for any proposed works projects;

  
Warren John Williams

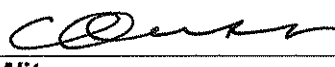
  
Witness

- (f) sometime after I joined QRL, I recall reviewing QRL's intranet and noticing that QRL had a purchasing policy. Whilst I cannot recall the specific details of that policy, I recall that it outlined purchasing processes and required that Mr Brennan was required to approve expenditure by me;
- (g) QRL provided me with a financial delegation varying from \$5,000 to \$10,000 (depending on my work schedule) and credit card with a limit varying from \$2,000 to \$5,000 (also depending on my work schedule). I would use the card, within my delegation, for minor work-related expenses such as flights, accommodation and minor maintenance products such as tools, paint and lawnmowers (**Minor Expenses**). However, I would always seek Mr Brennan's approval before engaging contractors. Mr Brennan would direct me to either use my card to pay the contractor (for minor works) or prepare a paper order form for his signature, to be processed as outlined above;
- (h) after the Merger, my delegation from RQL continued to vary depending on business needs and was as high as \$20,000 to \$40,000. I did not instigate the variations but was informed of them at managers' meetings or by email from the finance department; and
- (i) in March 2012, a number of Board members and staff, including Mr Brennan, left RQL. At that time, Adam Carter (who was acting CEO) and Sharon Drew (Finance Manager) held a managers' meeting I attended at which they explained that:
  - (i) any approval for funding of over \$2,000 had to go to Carol Perrett at the Office of Racing for approval; and
  - (ii) any approval for funding of over \$10,000 required three supporting quotes.

Whilst I was not involved in those changes, I understood that they were put in place on an interim basis following the election in March 2012 and remained up until the end of the financial year on 30 June 2012.

3. Although I held the titles "Racecourse Development Manager" with QRL and "Facilities, Maintenance and Development Manager" with RQL, those roles were operational not managerial. With QRL I was required to oversee the maintenance and development of all turf and sand thoroughbred racing and training tracks in Queensland. With RQL, that expanded to

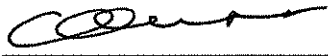
  
\_\_\_\_\_  
Warren John Williams

  
\_\_\_\_\_  
Witness

include oversight of the maintenance and development of greyhound and harness racing tracks because of the Merger.

4. Essentially, my duties were to visit the tracks, liaise with the racing clubs and assist them to develop maintenance and construction plans.
5. Until Mr Brennan left RQL in March 2012, I reported to and took instructions from him. Except for Minor Expenses which were within my financial delegation, I sought Mr Brennan's approval before ordering or paying for anything. If I was given a budget for a particular project, my aim was to get the best outcome for QRL/RQL and its stakeholders with the money available. I sought quotes for all works and all expenditure was subject to Mr Brennan's approval.
6. In the short period between 29 March 2012 and the end of the Relevant Period on 30 April 2012 (the **Transition Period**), I reported to and took instructions from Mr Carter as acting CEO. My practice was to seek Mr Carter's approval for any expenditure over \$500.
7. In addition to my roles with QRL and then RQL during the Relevant Period, I was appointed by RQL to the Board of RR on 27 March 2012.
8. My understanding of RR is that it was a partnership between RQL and the Rockhampton Jockey Club (**RJC**), who pooled their money into a jointly controlled fund to use for operational expenses. To my knowledge, because RR was a partnership between RQL and the RJC, RR did not have its own policies, processes, guidelines or measures in respect of procurement, contract management and financial accountability.
9. I cannot otherwise comment upon the matters raised in paragraphs 1.1 and 1.2 of the Notice.
10. I am aware, as a consequence of my role with RQL, that RQL used Contour for the following work during the Relevant Period:
  - (a) to develop, design, tender and project manage the upgrade of the racing and training track at Callaghan Park, Rockhampton in 2009;
  - (b) to attend a meeting with the Rockhampton Regional Council (**Council**) at Council's offices in 2012 to discuss an ongoing issue involving inadequate water supply to the racing track at Callaghan Park, Rockhampton, and the possibility of Council supplying further water from an adjacent effluent treatment plant. I attended the meeting on behalf of RQL. RQL asked Brett Thomson of Contour to attend the


  
\_\_\_\_\_  
Warren John Williams


  
\_\_\_\_\_  
Witness

meeting because Contour had the ability to provide assistance to develop a concept plan for the possible supply;

- (c) to prepare schematics and a concept plan for an upgrade of the track and greyhound facilities at Cluden Park, Townsville, in late 2010 or 2011;
- (d) to develop a concept design, budgets and tenders for works on the racetrack, training track and facilities at Beaudesert Racecourse in late 2010 and 2011;
- (e) to prepare a concept plan for the upgrade of the turf racing surface at Corbould Park, Caloundra, in 2011;
- (f) to project manage the installation of lights at Corbould Park. These works had been completed when I joined QRL in December 2009;
- (g) to develop, design, tender and project manage works on the training stables at Corbould Park. These works had commenced when I joined QRL in December 2009;
- (h) to prepare schematics, a concept plan, final design, budgets, tenders and project manage the upgrade of the turf racing surface and associated race day facilities at Ooralea Park in 2011;
- (i) to prepare a concept engineering drawing for the finishing post at Ooralea Park, Mackay, in 2012; and
- (j) to prepare schematics for and project manage the relocation of the judge's tower at Ooralea Park in 2012.

- 11. I am not, however, aware of the contractual arrangements, procurement practices or payment policies and processes between RQL and Contour. My involvement with Contour was limited to operational issues, for example discussions with representatives of Contour about schematics, planning and design issues which drew on my expertise in racecourse design and construction.
- 12. As a consequence of my role with RQL, from time to time I did see budgets for works which Contour was involved with.
- 13. Further, in August 2011, I attended a meeting at Contour's offices at Birtinya on the Sunshine Coast with, to the best of my recollection, Brett Thomson and Russell Thompson of Contour and Joe McCullagh of Strathayr. Strathayr is a turf supplier and sports turf construction

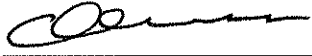
  
\_\_\_\_\_  
Warren John Williams

  
\_\_\_\_\_  
Witness

company. The meeting related to the proposed upgrade of the turf racing surface at Ooralea Park (part of the work referred to in paragraph 10(h) above) (the **Track Upgrade Works**).

14. I was not involved in the tendering or evaluation process for the Track Upgrade Works. However, my understanding of the background to that meeting (which, unless otherwise stated below, I am aware of as a consequence of my role with RQL) is as follows:
- (a) Contour had called for tenders for the Track Upgrade Works;
  - (b) I had suggested Strathayr as a potential tenderer for the Track Upgrade Works to Mr Brennan and Contour, because I had worked with it on a very successful and novel track redevelopment at Moonee Valley in the early 1990s, and saw Strathayr as a leader in sports turf construction;
  - (c) Contour had received tenders from Strathayr, Blacklaw Civil Contractors and I believe one other party (whose identity I am not aware of);
  - (d) around that time, the proposed sale by RQL of the Albion Park track had fallen through and, as a result, RQL had reduced funding for the Track Upgrade Works and other proposed Industry Infrastructure Plan works throughout Queensland; and
  - (e) before the meeting, Mr Thomson informed me verbally that Strathayr and Blacklaw had submitted tenders for very similar prices, and that both pricings exceeded the revised budget for the Track Upgrade Works.
15. The purpose of the meeting was for Contour and Strathayr to discuss how Strathayr could reduce its tender pricing to fit within the revised budget for the Track Upgrade Works. To the best of my recollection, the meeting went for at least three hours. Contour and Strathayr worked through Strathayr's tender pricing item by item to determine which costs could be reduced and which items could be removed from the scope of works altogether.
16. My role at the meeting was to provide input on behalf of RQL as to what items could feasibly be removed from the scope of works, drawing on my expertise in racecourse design and construction.
17. The outcome of the meeting was that Strathayr improved upon its original tender pricing by reducing rates for certain items of work and excluding certain items of work. I reported this to Mr Brennan.
18. I do not know what happened after the meeting (as noted above, I was not involved in the tendering or evaluation process for the Track Upgrade Works), other than that Strathayr's

  
\_\_\_\_\_  
**Warren John Williams**

  
\_\_\_\_\_  
**Witness**

tender was successful, they started the Track Upgrade Works in September 2011 and the Track Upgrade Works were very successful.

**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:

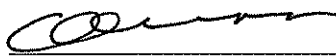
- (a) ensured integrity; and
- (b) was adhered to.

**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.

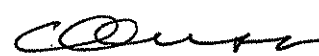
19. As noted above, I understand that the policies, processes, guidelines and measures of each of the Relevant Entities have been provided to the Commission under cover of a statement provided by Adam Carter (the General Manager of Corporate Services for Racing Queensland). Again, I do not intend to reproduce those documents in this Statement.
20. As noted above, before the Transition Period my roles with QRL and then RQL were operational, and I did not participate in decision making at the management level.
21. Before the Transition Period, I reported to and took instructions from Mr Brennan. Bob Bentley would sometimes (probably about once a fortnight, and usually face to face) ask me questions about track conditions and performance, often if he had received a complaint about the performance of a track, and Wayne Milner would sometimes ask me questions about track, facilities and maintenance issues at the Capalaba Racecourse specifically.
22. I attended at one or two operational meetings for Corbould Park in 2010. The purpose of those meetings was to address what needed to be done in terms of maintenance and repairs at Corbould Park.
23. I attended two or three Board meetings of RQL before the Transition Period. I was present at the meetings to field questions from the Board about maintenance, repair or construction issues. I did not actively participate in the meetings or any decision making at the meetings.

  
Warren John Williams

  
Witness

24. During the Transition Period, I would receive by carbon copy emails minutes of meetings for the Industry Infrastructure Plan Control Group (IIPCG). However, I was not an active part of the IIPCG.
25. During the Transition Period, I began attending at meetings of the IIPCG. My role at those meetings was to be present for my knowledge and experience in relation to racing infrastructure construction. I did not actively participate in those meetings. Mark Snowden managed these meetings.
26. During the Transition Period, RQL put me in charge of operations (although this was not formalised until 1 July 2012). This was a transitional period for me. I had to learn about a lot of operational matters that I had not previously been involved with, for example racing planning, scheduling and prize money. I was provided with access to key staff such as Mr Carter, Ms Drew, Ronald Mathofer and Wade Birch to assist with that transition.
27. I reported to and took instructions from the acting CEO Mr Carter. I had lengthy discussions with Mr Carter about operational issues and worked closely with Mr Carter to keep the racing business running during that transitional period. Mr Carter assisted me in my new role and I engaged with staff so that I could inform myself about what was going on and how they operated and to make sure that expenditure was being properly incurred. Essentially, my job was to manage the racing, operations and industry infrastructure. The operational phase of business, I would manage to my best ability, with assurance from Mr Carter.
28. Based on my personal experience after joining QRL on 14 December 2009, QRL's workplace culture was dull. QRL's attention to detail towards me, as a new employee, was not up to standard in my view. For example, there was no real induction process to make me aware of company policies and the intranet information that was available.
29. Based on my personal experience, after the Merger the workplace culture of RQL improved and there is a team feeling.
30. To my knowledge, because it was a partnership between RQL and the RJC, RR did not have its own workplace or managerial policies, processes or guidelines.
31. I am not aware and cannot otherwise comment upon the matters raised in paragraph 2 of the Notice.

  
\_\_\_\_\_  
Warren John Williams

  
\_\_\_\_\_  
Witness



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

3.1 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).

3.2 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.

3.3 The actions of the directors and senior executives of Racing Queensland Limited referred to in paragraph 3.1 and 3.2 hereof and:

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

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

**4. ANY OTHER RELEVANT MATTER**


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

33. I am aware that both QRL and RQL had conflicts of interest declaration forms, which I completed and signed. To the best of my recollection, the forms provided that any immediate or family conflict had to be declared if it could be perceived as a conflict within or outside of the racing industry, and that no employee could wager on racing.

34. I am aware, as a consequence of my role with RR, that RQL's intention was to meet with the RJC once a month to agree upon operational spending. However, from 27 March 2012 (when I was appointed as a Director of RR) to the end of the Relevant Period on 30 April 2012, no such meeting took place.

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

  
Warren John Williams

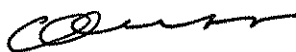
  
Witness

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

**Dated 7 August 2013**

**Signed and declared** by Warren John Williams at  
Brisbane in the State of Queensland  
this 7th day of August 2013

Before me:



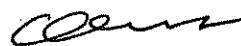
\_\_\_\_\_  
Signature of person before whom the declaration is  
made



\_\_\_\_\_  
Signature of declarant

CHRISTOPHER MICHAEL ERFURT, SOLICITOR

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

  
\_\_\_\_\_  
Warren John Williams

\_\_\_\_\_  
Witness

" WJW - 1 "

Queensland Racing  
Commission of Inquiry

2242846 - R1

23 July 2013

Mr Warren Williams  
C/- Clayton Utz  
GPO Box 55  
BRISBANE QLD 4001

Dear Mr Williams

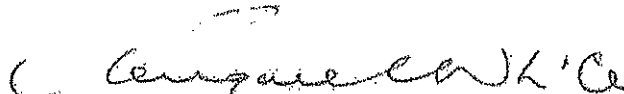
**REQUIREMENT TO PROVIDE WRITTEN STATEMENT TO RACING  
COMMISSION OF INQUIRY**

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*.

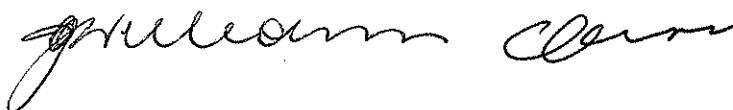
The statement is to be provided to the Commission on or before 9 August 2013, at the place and in the manner specified in the notice.

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



PO Box 12369 George Street QLD 4003  
Telephone: 1300 763 087  
Facsimile: (07) 3239 6644  
Email: [info@racinginquiry.qld.gov.au](mailto:info@racinginquiry.qld.gov.au)



QUEENSLAND RACING COMMISSION OF INQUIRY

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

**REQUIREMENT TO GIVE INFORMATION IN A WRITTEN STATEMENT**

**To:** Warren Williams  
**Of:** Cl- 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](http://www.racinginquiry.qld.gov.au)) to the Commission on or before 9 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](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 twentieth 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. **EMPLOYMENT CONTRACTS: TUTTLE, ORCHARD, BRENNAN, REID**  
(paragraph 3(c) of the Terms of Reference)

3.1 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).

3.2 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.

3.3 The actions of the directors and senior executives of Racing Queensland Limited referred to in paragraph 3.1 and 3.2 hereof and:

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

those persons.

4. ANY OTHER RELEVANT MATTER

- 4.1 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/).



**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](http://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.