

# CASINO (BURSWOOD ISLAND) AGREEMENT AMENDMENT ACT

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No. 15 of 1990

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AN ACT to amend the *Casino (Burswood Island) Agreement Act 1985*.

[Assented to 31 July 1990.]

The Parliament of Western Australia enacts as follows:

## Short title

1. This Act may be cited as the *Casino (Burswood Island) Agreement Amendment Act 1990*.

## Principal Act

2. In this Act the *Casino (Burswood Island) Agreement Act 1985*\* is referred to as the principal Act.

[\*Act No. 9 of 1985 as amended by Act No. 44 of 1987.]

**Commencement**

3. This Act shall come into operation on the day on which it receives the Royal Assent.

**Section 3 amended**

4. Section 3 of the principal Act is amended—

- (a) in the definition of “the Agreement” by deleting paragraph (b) and substituting the following paragraph—

“ (b) by—

(i) the Supplementary Agreement; and

(ii) the Second Supplementary Agreement; ”;

and

- (b) by inserting after the definition of “the Resort Lands” the following definition—

“ “the Second Supplementary Agreement” means the Second Supplementary Agreement, a copy of which is set out in Schedule 3; ”.

**Section 4B inserted**

5. The principal Act is amended by inserting after section 4A the following section—

**Second Supplementary Agreement ratified  
and implementation authorized**

“ 4B. (1) The Second Supplementary Agreement is hereby ratified and its implementation is hereby authorized.

(2) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Second Supplementary Agreement shall operate and take effect notwithstanding any other Act or law. ”.

**Schedule 3 inserted**

6. The principal Act is amended by inserting after Schedule 2 the following Schedule—

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**SCHEDULE 3**

(Section 3)

**SECOND SUPPLEMENTARY AGREEMENT  
BURSWOOD CASINO (1990)**

THIS AGREEMENT made the third day of May 1990

BETWEEN:

THE HONOURABLE PAMELA ANNE BEGGS, J.P., M.L.A., the Minister of the Crown for the time being charged with the administration of the Control Act acting for and on behalf of the State of Western Australia and its instrumentalities from time to time (“the State”) of the first part;

AND

PERPETUAL TRUSTEES W.A. LTD. of 89 St. Georges Terrace Perth in the State of Western Australia as trustee of the Burswood Property Trust (“the Trustee”) of the second part;

AND

BURSWOOD MANAGEMENT LIMITED of 40 The Esplanade Perth in the State of Western Australia as manager of the Burswood Property Trust (“the Manager”) of the third part.

WHEREAS:

- A. The State, the Trustee (by virtue of the West Australian Trustees Limited (Merger) Act 1989) and the Manager are parties to agreements dated 20 February 1985 and 14 September 1987 ratified by and scheduled to the Casino (Burswood Island) Agreement Act 1985 (the 20 February 1985 Agreement as supplemented and amended by the 14 September 1987 Agreement “the Principal Agreement”).
- B. The parties have agreed that subject as hereinafter provided the Principal Agreement should be amended.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Words and expressions defined in the Principal Agreement when used in this Agreement have, unless the context otherwise requires, the same meanings as are ascribed to them in the Principal Agreement and the provisions of clause 2 of the Principal Agreement as to the interpretation thereof shall apply to this Agreement.

2. (1) The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
- (2) The following provisions of this Agreement shall become effective on the day on which the Act referred to in sub-clause (1) comes into operation.
3. The Principal Agreement is amended by adding the following sub-clauses to clause 23:—
  - (10) Notwithstanding sub-clause (9) for the purposes of sub-clause (1) (b) "Annual Specified Amount" means:—
    - (a) in relation to the annual period in which the Effective Date occurs the aggregate of:
      - (i) the same proportion of what but for this sub-clause would have been the Annual Specified Amount for that period as the proportion which the number of days from and including the Anniversary Date preceding the Completion Date to but excluding the Completion Date bears to 365; and
      - (ii) the same proportion of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1 400 000.00) as the proportion which the number of days from and including the Completion Date to but excluding the Anniversary Date following the Completion Date bears to 365;
    - (b) on and from the Anniversary Date following the Completion Date ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1 400 000.00) escalated on each Anniversary Date after the Completion Date by the percentage by which the CPI last published prior to such Anniversary Date has increased over the CPI last published prior to the Anniversary Date preceding the Completion Date.
  - (11) The payment, or if more than one, each payment, to be made pursuant to sub-clause (1) (b) after the Effective Date in respect of the period referred to in sub-clause (10) (a) shall be adjusted so as to give effect to sub-clause (10) (a) or, if the Effective Date occurs after the date on which the last

payment in respect of that period has been made, the additional amount payable by reason of the operation of sub-clause (10) (a) shall be paid by the Trustee within seven (7) days of the Effective Date.

(12) In sub-clauses (10) and (11):—

“Completion Date” means the date of Commissioning of an extension to the Burswood Casino proposed in plans dated September 1989 and submitted to the Minister by the Manager with a letter dated 13 September 1989 and subsequently approved by the Minister, as to which date a certificate issued by the Minister shall for the purposes of this Agreement be conclusive;

“Effective Date” means the date on which the Act ratifying the agreement by which those sub-clauses were inserted into this Agreement came into operation.

AS WITNESS the execution of this Agreement by or on behalf of the parties hereto the day and year first hereinbefore written.

SIGNED by THE HONOURABLE  
PAMELA ANNE BEGGS, J.P., M.L.A.  
for and on behalf of  
the State of Western  
Australia in the presence of:

P. A. Beggs

R. Chapman

PERPETUAL TRUSTEES W.A. LTD by its Attorney who state they have no notice of revocation of the Power of Attorney dated 5 February 1990 under which this document is signed.

P. G. Webse—Manager Corporate Trusts.

B. Romeo—Accountant Corporate Trusts.

THE COMMON SEAL of  
BURSWOOD MANAGEMENT  
LIMITED was hereunto  
affixed by authority  
of the Board of  
Directors in the  
presence of:

[C.S.]

Dallas R. Dempster, Director.

Yew Seng Kwa, Secretary.

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