

TAB Limited
(Data Monitoring
Services
a division of
TAB Limited)

Installation of Centralised Monitoring System **Acknowledgement of CMS Installation**

Between:

Data Monitoring Services, a division of TAB Limited (ACN 081 765 308)
of Level 10, 323 Castlereagh Street, Sydney.

and:

Full name of licensee/club

or, if company:

Company name and ACN number (referred to as the "licensee/club")

Registered company address

Name of licensed premises

Address of licensed premises (referred to as the "venue")

Name of contact person at venue

Telephone number of venue

Facsimile number of venue

Email address

**Instructions for
completion of this
acknowledgement:**

1. Read this acknowledgement before signature.
2. Sign the original acknowledgement and the Direct Debit authorities. Return these documents to Data Monitoring Services, Level 10, 323 Castlereagh Street, Sydney 2000 in the stamped addressed envelope provided. Please retain the document marked "copy" for your records.

1. Venue access:

- 1.1 The licensee/club acknowledges that TAB Limited (TAB) has been granted a licence under Section 200E of the Liquor Act, 1982 to operate a Centralised Monitoring System (CMS) for a period of fifteen years by the Minister for Gaming and Racing.
- 1.2 By virtue of the requirements under Section 200 of the Liquor Act, 1982 and Section 87HA of the Registered Clubs Act, 1986 (whichever is applicable) it is a licence/certificate condition that the venue must be connected to the CMS so that gaming devices can be electronically monitored. TAB will endeavour to install the CMS at the venue at a convenient time to fulfil this condition.
(Note: Each venue will receive from TAB an information package detailing the installation process before the CMS rollout commences in your region.)
- 1.3 It is a requirement of the Liquor Regulation 1996 (Clause 74W) and Registered Clubs Regulation 1996 (Clause 81) that a person must not interfere with the CMS equipment.

2. Ownership and maintenance of equipment:

- 2.1 The CMS equipment installed by TAB or its contractors will remain the property of TAB, as between the venue and TAB.
- 2.2 TAB will maintain and service the CMS equipment at TAB's expense.
- 2.3 The venue acknowledges that the CMS equipment is installed exclusively for the monitoring of gaming devices and not for any other purpose.
(Note: The CMS data is accessible by the venue from the Site Controller and the venue may use third party applications to access the data so long as the application does not interfere with CMS data. Where venues wish to use third party applications it is necessary for the third party provider to obtain TAB approval that the application is CMS compliant.)

3. Insurance and responsibility for care of the equipment:

- 3.1 TAB will maintain insurance for the CMS equipment installed at the venue. TAB will also maintain workers compensation insurance for personnel who perform maintenance and technology services on the CMS equipment at the venue.
- 3.2 TAB will undertake at its expense the installation and routine maintenance of the CMS equipment.

- 3.3 TAB and the licensee/club acknowledge that either party may have a liability if the CMS equipment is damaged due to the venue's negligence and in those circumstances either party may wish to insure against such risk.
- 3.4 In circumstances when a gaming machine is destroyed or removed from the jurisdiction (i.e. outside New South Wales) the licensee/club will use reasonable endeavours to inform TAB prior to removal of the gaming machine, so that arrangements can be made to remove the GMIC (Gaming Machine Interface Card).

4. Payment of monitoring fee:

- 4.1 In accordance with Section 200G of the Liquor Act, 1982 and Section 87HB of the Registered Clubs Act, 1976 (whichever is applicable) the licensee/club will pay to TAB, a monitoring fee at the rate as prescribed by the Minister for Gaming and Racing from time to time.
- (Note: The Liquor Administration Board on 22 October, 1999 has approved the collection of fees by direct debit facility under the provisions of Clause 74D of the Liquor Regulation 1996 and Clause 30F of the Registered Clubs Regulation 1996.)*

(Attached to this agreement are direct debit authorities for the collection of the monitoring fee and duty. Please sign and return to DMS, Level 10, 323 Castlereagh Street, Sydney 2000.) Note: There is no requirement to sign the authorities if a club is exempted from payment of monitoring fees and duty.

GST:

- 4.2 Unless otherwise expressly stated, the monitoring fee is exclusive of GST (as defined in A New Tax System (Goods and Services Tax) Act 1999).

If GST is imposed on any supply made by TAB to the licensee/club in connection or in association with CMS, TAB may recover an amount equal to the GST payable on the taxable supply, in addition to the monitoring fee at the time the monitoring fee is paid.

5. Continuation of CMS:

- 5.1 The terms of this acknowledgement will apply to the licensee while he/she is the licence holder of the venue or to a club who continues to hold a certificate of registration.
- 5.2 Unless authorised by the licensee/club, neither TAB, its agents nor contractors, will access the data or use any data from gaming devices for any purpose, other than for the lawful operation of the CMS.

Explanatory notes:

- A.** The payment of monitoring fees will commence in the assessment quarter following the connection of the CMS to your venue.

Example:

If your venue is connected on 10 December, 2000 then monitoring will be charged from the next duty quarter i.e. 1 January, 2001 for hotels and 1 March, 2001 for clubs in accordance with the Liquor and Registered Clubs Regulations.

(Note: Concessions for smaller clubs following the announcement of the Minister for Gaming and Racing will be detailed in an information package co-ordinated by the Department of Gaming and Racing.)

- B.** **CMS Equipment** means the Centralised Monitoring System as defined in Section 4 of the Liquor Act, 1982 and includes the following equipment:

- All cabling installed at the venue
- Site Controller (i.e. a computer and monitor used in monitoring CMS data)
- Hubs
- Routers or modems
- Smartcard reader
- Uninterruptable power supply
- A rack which houses the equipment
- GMIC (Gaming Machine Interface Card)

(Note: TAB will bear the cost of the CMS Equipment during the installation phase and for any additional gaming machines installed at the venue during or after the installation phase.)

- C.** **Direct debit authorities**

The monitoring fee is calculated by the daily rate per machine multiplied by the number of days connected to the CMS. The current monthly rate is \$26.10

When a venue disputes a drawing for the CMS fee, contact DMS, Level 10, 323 Castlereagh Street, Sydney, or call 131 785.

This section and the Direct Debit authorities on the following page to be completed by the licensee/club and returned to DMS, Level 10, 323 Castlereagh Street, Sydney 2000, in the pre-paid envelope provided.

Hoteliers to complete

I, _____, the licensee
of the premises known as _____
located at _____

certify that the Centralised Monitoring System has been installed at the venue on

_____ and I have read the terms of the Acknowledgement of Venue Connection.
Date

Signed

Title

Date

Clubs to complete

_____, the occupier
Name of Club
of the premises at _____

certifies that the Centralised Monitoring System has been installed at the venue on

_____ and it has read the terms of the Acknowledgement of Venue Connection.
Date

Signed

Title

Date