

New Zealand International Convention Centre Bill

Government Bill

As reported from the Commerce Committee

Commentary

Recommendation

The Commerce Committee has examined the New Zealand International Convention Centre Bill and recommends by majority that it be passed with the amendments shown.

Introduction

The bill seeks to give effect to parts of the New Zealand International Convention Centre and Licensing Agreement (NZICC Agreement) entered into by the Crown and SKYCITY Entertainment Group Limited on 5 July 2013. The Agreement aims to benefit New Zealanders economically by bringing about the construction of an international convention centre to improve New Zealand's capability to host large-scale international conferences.

The NZICC Agreement provides for SKYCITY to design, construct, and operate a convention centre with the capability to host up to 3,500 delegates, at a cost of \$402 million. In return for this investment SKYCITY would receive a number of regulatory concessions relating to gambling law, which would apply at the Auckland casino site until 30 June 2048.

Our commentary covers the main amendments we recommend to the bill and a petition.

Petition 2011/73 of Denise Roche and 1,302 others

The petition from Denise Roche requests

That the House of Representatives reject the Government's proposal to permit an increase in pokie machines and other opportunities for gambling at SkyCity Auckland casino in return for SkyCity building an international convention centre and request an inquiry into the social and economic harm caused by problem gambling, and note that 6,832 people have supported this request online.

We considered this petition alongside the bill. Our commentary covers the issues we considered relating to the international convention centre. We have no other matters to bring to the attention of the House relating to this petition.

Harm minimisation measures

We recommend inserting new subparagraph 3(2)(a)(iii) in the purpose section of the bill, to make it explicit that the NZICC Agreement requires SKYCITY to implement certain harm minimisation and anti-money-laundering mechanisms as a pre-condition of regulatory concessions. We believe this would provide appropriate statutory recognition of the harm minimisation measures.

Although gambling-related harm has been recognised as a salient issue, the bill as introduced makes no reference to the harm minimisation measures required in the NZICC Agreement as a condition of regulatory concessions.

The measures are set out in section 6 of the NZICC Agreement. They include a voluntary pre-commitment system, doubling the number of host responsibility staff at the casino, and use of a predictive model to analyse data to determine which players are at risk from gambling harm.

We consider that prescribing specific harm minimisation measures in legislation is inappropriate, as advances in harm minimisation technology are expected over the 35-year term of the NZICC agreement. The Gambling Commission undertakes a two-yearly review of SKYCITY'S host responsibility programme. We consider that this is the

appropriate regulatory mechanism for prescribing and enforcing particular harm minimisation measures at the Auckland casino.

Purpose of the bill

We recommend amending the title of the clause to “purpose and outline”, and adding a new subclause 3(3), to make it clear that subclause 3(2) would not have legal effect.

Subclause 3(2) in the bill as introduced is intended only to describe what the NZICC Agreement does in broad terms. This is distinct from the specific purpose of the bill, which is to give effect to those parts of the Agreement that require legislation: the regulatory concessions, and protection of the NZICC name. The bill also seeks to ensure that the restrictive covenants and agreed remedies for breaches of the Agreement are enforceable.

Reference to gambling law

We recommend the reference to the Gambling Act 2003 in subclause 8(1) be replaced with “gambling law”, for consistency throughout the bill.

Inclusion of licences

We recommend that references to licences be removed from the definition of “gambling law” in clause 4 of the bill, as we consider it unnecessary and possibly misleading. As introduced, clause 4 defines gambling law as the Gambling Act 2003 and any regulation, rule, standard, notice, or licence made, granted, or continued under the Act.

Licences are subject to frequent change. Subclause 6(3) provides for the gambling law to prevail if its application would be more favourable to SKYCITY than the regulatory concessions. If licences were included in the definition of gambling law, this might be incorrectly interpreted to mean that SKYCITY was entitled to any benefits secured on a competitor’s licence.

Regulatory concessions

We recommend in clause 4 of the bill that the reference to the regulatory concessions “made” be replaced with one to the regulatory con-

cessions “set out”. We believe this is more accurate, as the Crown is the only party that would be making concessions. Schedules 1 and 2 of the bill set out in detail the concessions the Crown has agreed to grant SKYCITY to increase gaming facilities at the Auckland casino site until 30 June 2048.

As introduced, clause 7 of the bill would give these regulatory concessions, as set out in clause 7.3 of the NZICC Agreement, the force of law. The text of this clause of the Agreement is set out in schedule 3 of the bill.

Interpretation

Subclause 4(2) as introduced would require that clauses 6 to 10, and 12, which are operative provisions, be interpreted in the way that best furthers the NZICC Agreement. We recommend that this clause be amended to ensure that this principle would apply to all the operative provisions of the bill. The wording “agreements expressed in the Agreement” is consistent with that used in Treaty of Waitangi legislation, which gives legal effect to arrangements made between the Crown and other parties.

Enforcement

As introduced, clauses 8 to 10 of the bill would require the Gambling Commission and the Secretary for Internal Affairs when enforcing gambling law to exercise their functions consistently with the regulatory concessions.

We recommend removing the words “subject to section 6” from clause 8, and “without limiting sections 6 and 8(2)(a)” from clauses 9 and 10. We believe this would prevent any misapprehension that the concessions would be subject to gambling law as if they were provided for under the current regulatory framework.

Gambling Commission’s continuous review of SKYCITY’s host responsibility programme

The Gambling Act 2003, regulations, and casino licences require casino operators to implement a range of measures in order to minimise and prevent harm from casino gambling. This includes the legal requirement to develop a policy for identifying problem gamblers.

Under the Act, the Gambling Commission is responsible for specifying casino licence conditions. Licences are an integral part of the gambling legal framework.

Casinos are required to have a host responsibility programme (HRP) as part of their casino operator's licence. The HRP states how each casino implements its legal obligations to minimise and prevent gambling harm at its venue.

The Auckland casino operator's licence, particularly paragraphs 23 to 29, requires the Commission to review the casino's HRP every 2 years, and the operator is required to report every 6 months to the Commission on the implementation of the HRP. Following the 2013 HRP review, operator reporting will become an annual requirement.

Independent analysis of effectiveness of the host responsibility programmes in SKYCITY'S Auckland casino

A number of submitters requested that independent analysis be undertaken of SKYCITY's host responsibility programme in order to determine its effectiveness. During consideration of this bill, the Gambling Commission's August 2013 decision (GC 21/13) on the amendment of the "responsible gambling programme" for the Auckland casino was published. This decision demonstrated the Gambling Commission's process in reviewing their programme. This included extensive consultation with the Salvation Army, the Ministry of Health, the Secretary for Internal Affairs, and Lifeline Aotearoa who were all invited to provide suggestions on matters for possible inclusion in the host responsibility programme. (GC 21/13, paragraph four).

For National Party members of the committee, this gave us confidence that these significant entities were included in the review process and that their views were taken into consideration. It is our expectation that the Gambling Commission will continue to consult with these agencies and entities in their two-yearly reviews of Auckland casino's host responsibility programme.

The Gambling Commission considered whether there was a need for additional independent evaluation of the effectiveness of the Auckland casino HRP. The Commission felt no such need as it undertakes such an evaluation in the course of their periodic reviews of casino

HRPs. It does so by consulting with a range of knowledgeable parties as well as seeking independent expert assistance.

The Gambling Commission engaged Dr Delfabbro, Associate Professor at the University of Adelaide, in their review. He reported to the Commission that New Zealand's regulatory environment is rigorous in the extent to which it emphasizes responsible gambling principles, and that Auckland casino's current HRP is of a high standard internationally.

National Party members of the committee concur that the processes put in place by the Gambling Commission in its review of Auckland casino HRP ensured significant third-party input and expert independent review and advice.

The committee was also informed that the Department of Internal Affairs inspectors walk through the casino on a regular basis.

Development of new technologies in regard to harm minimisation

The Agreement requires SKYCITY to implement enhanced harm minimisation measures at their Auckland casino, these being

- predictive model created by Focal Research which analyses loyalty data as a tool to identify players who are at risk from gambling harm
- voluntary pre-commitment system whereby "single terminal gaming machine" players may elect to restrict the amount of time they play and/or the amount they spend on machines over a selected period
- doubling of the number of host responsibility executives employed at SKYCITY Auckland casino so as to provide 24hr/day, 7 day a week, coverage at the SKYCITY Auckland casino site
- requirement that the issuance and redemption of Ticket-In Ticket-Out tickets and some cashless gambling credit above \$500 in non-restricted areas is linked to suitable player identification.

These measures will be added to SKYCITY's Auckland casino HRP, which is monitored and enforced by the Department of Internal Affairs and the Gambling Commission.

Currently 67 percent of gaming machine turnover at SKYCITY's Auckland casino is loyalty-account based, and associated with individuals and therefore able to be tracked at all times.

It is the view of National Party members that these measures, particularly the predictive modelling tool through electronic monitoring, will enable identification of players who are at risk from gambling harm and will raise the bar in harm minimisation programmes. National Party members understand that SKYCITY's development of this tool is an international first. This bill ensures that this technology is developed and implemented and offers another tool to mitigate gambling harm.

Accessibility and gambling harm

The view was presented by many submitters that increased opportunities will increase gambling harm. Certainly National Party members of the committee were concerned about a potential increase in gambling harm. However, we noted the Australian Productivity Commission's report on "Accessibility and Gambling Harm" acknowledged the view that where gambling opportunities are increased in venues where gambling pre-exists, that "adaptation (host immunity and protective environmental changes such as reduced novelty in gambling and public awareness of problem gambling) typically occurs and problem gambling levels stabilise or reduce, even in the face of increasing exposure."

Professor Max Abbot, Professor of Psychology and Public Health at Auckland University of Technology (author of the above statement), said to the committee in his oral submission that the degree of correlation between increased opportunity and increased harm was "uncertain".

New Zealand Labour Party minority view

Process and related issues

Labour Party members of the committee asked that Treasury, Internal Affairs and Ministry of Health officials advise the committee in order to strengthen the robustness of the economic analysis of the casino extension proposal, detailed changes to gambling law, and the effect on addicted individuals and problem gambling generally. Govern-

ment members blocked those requests, and the quality of analysis and the ability of the committee to present a useful report to the House suffered accordingly.

We also wish to express our concern at the approach taken by the Ministry of Business, Innovation and Employment officials advising the committee. They appeared to confuse their role as advisers to the committee with their normal roles working for the Minister in charge of the bill. Their analysis, where it was done, was poor and defensive. We suggest that the Clerk of the House and the State Services Commissioner work together to establish protocols that inform advisers to committees in the future.

We are further concerned at the warning given to organisations providing services to problem gamblers contracted to the Ministry of Health that individuals involved in providing services pursuant to those contracts should not make public comment on this legislation. The committee was deprived of the type of expertise that would have aided our consideration of the bill.

Economic issues

There has been no transparent evaluation process for this economic development initiative. There were no competitive bids.

We agree with the Deputy Auditor General when she said “we do not consider that the evaluation process was transparent or even handed.”

And as the Treasury expressed “strong concerns that private benefits to Sky City will exceed public benefits to New Zealanders.”

There is a growing consensus that the Ministers have undervalued the worth of the additional pokie machines and especially the gaming tables, but more importantly that the value to SKYCITY of the 27-year extension to their exclusive licence in Auckland was not properly calculated and brought into consideration.

While as Treasury noted international arrivals for conferences have plateaued since 2005, and there is a low level of public benefit from conference centres, Labour Party members are concerned at an economic development focus on low-paid often casual jobs rather a high-skill high-wage economy.

We also note that the New Zealand Institute of Economic Research report prepared for the Minister indicates that because of diversion of investment there will only be a net 18 new jobs created.

Even if a convention centre is considered a public good investment then alternative funding streams, including for example, an international airport visitor levy, should have been considered in order to better approximate a user-charge approach.

Gambling harm

This bill and the Agreement it seeks to implement are inconsistent with the widely agreed and well established objectives of harm minimisation in the Gambling Act.

It is inconsistent with the established “sinking lid” policy of the Auckland City Council which has resulted in a reduction in the number of pokie machines.

It will grow the most harmful gambling, which results in loss of significant assets especially homes, family breakdowns, and in some cases suicide and murder.

The bill removes the opportunity for community input in the 2021 renewal process; and if a renewal is granted in that year, again in 2036. It further removes the Gambling Commission from that process and thereby cancels the requirement to consider an independent casino impact report in each of those years.

The ability of Parliament to amend the law

The committee sought and received advice on the ability of a future Parliament to repeal this legislation. The Ministry officials consulted with Crown Law and their report takes account of published judgments referenced in that report.

The relevant advice states:

The NZICC Bill and Agreement provide for the possibility that the regulatory concessions provided by the Agreement may be removed because of direct or indirect Crown action. In this event, the Agreement provides for the payment of compensation referred to as the SKYCITY Compensation Sum.

Parliamentary sovereignty means that a future Parliament remains free to amend the Agreement and associated NZ-ICC legislation. However unless the amending legislation expressly overrode the compensation provisions, the SKYCITY compensation sum would be payable.

It would also be open to a future Parliament to legislate to nullify the compensation provisions and provide that no compensation or remedy would be available to SKYCITY. However there is a presumption against interpreting legislation as removing property rights without compensation unless the intention to do so is expressed in unequivocal terms. Therefore, if a future government were to intend to remove the requirement to pay compensation, any legislation intended to provide for this would need to be clear and unambiguous. A Court would be likely to interpret any ambiguity in favour of the payment of compensation to the extent that such an interpretation was open to it.

Labour Party members reserve the right to change the law when in government.

Green Party minority view

The Green Party believes that the Government has a responsibility to protect New Zealanders from gambling harm through sensible regulation and law making. We are opposed to the NZICC bill in its entirety because the Agreement the bill legislates for is an abrogation of that responsibility.

Parliament's proper place in relation to gambling is to establish and hold accountable regulatory institutions and processes. This bill compromises the integrity of that role. Legislation permitting the funding of the Government-sponsored international convention centre in Auckland through the proceeds of gambling concessions to a monopoly private operator crosses a line between controlling gambling policy and law and participating and benefitting from the expansion of gambling.

The Gambling Act 2003 was designed to protect New Zealanders against gambling harm by putting a cap on the number of casinos in New Zealand, and preventing existing casinos from increasing the opportunities they offer to gamble.

The NZICC bill exempts SKYCITY from the public health protections of the Gambling Act, allowing for a significant increase in gambling machines and opportunities and the avoidance of the scrutiny required by that Act in relation to licence renewals.

Under the deal, SKYCITY has had its licence, which was due to expire in 2021, extended to 2048. The Green Party is extremely dis-

appointed that despite the extent of these concessions SKYCITY did not appear before the committee in relation to this bill.

The Gambling Act's processes in relation to renewal are specific, expert, independently conducted, and include a significant opportunity for the public and the Gambling Commission to examine casino operations. If this legislation passes then the only opportunity anyone has to consider the appropriateness of this licence extension is the select committee process, a process that SKYCITY has not engaged in at all.

The deal also allows 230 extra pokie machines and a further 12 gaming tables that can be automated with up to 20 terminals per game. Thus the real impact of the deal is actually 470 extra electronic gaming terminals.

When a society increases the opportunities to gamble, it increases problem gambling harm as a result. Gambling harm hurts everyone. It has a corrosive effect on societies and is directly linked to increased family breakdown, crime, child abuse and suicide.

The Green Party believe that a deal that trades the wellbeing of people for a building is wrong.

Officials have described as "almost certain" increases in harm to thousands of families as a result of the concessions.

Government Ministers were warned by the Department of Internal Affairs (DIA) officials that the extra gambling concessions in the bill would "almost certainly" increase gambling-related harm,¹ and officials warned that those who presented for help were likely to be the tip of the iceberg.

DIA officials estimated that about 6,500 children would be affected by gambling harm from the deal, and this could include "being inadequately clothed and fed, and suffering other examples of deprivation and poor parenting".

The Government has repeatedly said that any harm resulting from the gambling concessions in the deal will be offset by the "significant additional harm minimisation measures" the casino has signed up to.

¹ DIA correspondence about the NZICC Bill retrieved from <http://www.med.govt.nz/sectors-industries/regions-cities/pdf-docs-library/nz-international-convention-centre/information-release/correspondence-on-harm-minimisation/correspondencepart1.pdf>

These include:²

- doubling the number of full-time host responsibility staff in Auckland from three to six, providing dedicated host responsibility staff onsite at all times, 24/7
- introducing predictive modelling technology which analyses player data to help identify customers most at risk from gambling harm
- continuing to roll out SKYCITY's voluntary pre-commitment programme allowing customers to set both the time and the amount they wish to spend over a given period.

Ministers were warned by Ministry of Health and DIA officials that the so-called harm reduction measures in the bill were largely either already being used by SKYCITY and offered no additional protections at all, or in the case of voluntary pre-commitment, were largely useless.

More specifically, the Ministry of Health's expert gambling harm team's advice said that voluntary pre-commitment was unlikely to work, doubling host responsibility staff at SKYCITY was likely to have "minimal" effect, and the inclusion of predictive modelling in the deal was pointless unless it specified what the technology was supposed to achieve.³

The predictive model by Focal Research has been in use by SKYCITY for some years but has not been independently reviewed or tested.⁴ This tool risk-profiles players for signs of problem gambling. The data associated with the development of this algorithm is very important as it provides insight into SKYCITY's business model and in particular how reliant the casino is on the turnover from at-risk or problem gamblers. This is important as evidence from Australia, USA, Canada, and New Zealand suggests that between 15 percent

² <http://media.nzherald.co.nz/webcontent/document/pdf/201320/SkyAnnounce.pdf>

³ Health Ministry's gambling harm minimisation team's advice on the Regulatory Impact Statement: <http://www.med.govt.nz/sectors-industries/regions-cities/new-zealand-international-convention-centre-information-release/inter-departmental-correspondence-ris-bill>

⁴ The Gambling Commission makes reference to the predictive algorithm in the 2007 decision approving the Skycity Auckland Host Responsibility Programme (GC24/07 – paragraph 55)

to 33 percent of gambling revenue is derived from problem gamblers.⁵This does figure does not include at-risk and affected others.

The increase of host responsibility staff from three to six does not necessarily mean that host responsibility measures will be improved. SKYCITY has been considering investing in additional “on-the-floor” host responsibility staff from as early as 2007 when it commissioned Adelaide casino host responsibility coordinators programme.

Research from Australia shows that the Ticket-In Ticket-Out technology that is also part of the deal reduces staff on the floor. Trained staff on the floor is an effective method of harm minimisation.

The Problem Gambling Foundation (PGF) told the committee that the proposal by SKYCITY to introduce host responsibility initiatives is a move to make the deal more palatable.⁶ They agreed with the Ministry of Health and DIA advice that the host responsibility measures contained in the Agreement are already in place and do not offer any meaningful improvement to SKYCITY’s current practices.

The predictive model by Focal Research has been in use by SKYCITY since 2007 and is reported on to the Gambling Commission. This tool identifies problem gamblers. PGF is concerned that SKYCITY will use this information to manage the gambler rather than stop the gambler.

The PGF asserted that 40 percent of money lost on pokie machines comes from people with a gambling problem. Therefore SKYCITY’s business model relies on problem gamblers continuing to spend money.

Overall PGF concluded that while the host responsibility measures look good on paper their experience of dealing with SKYCITY’s clients suggests the demands of revenue generation by SKYCITY will outweigh community and corporate responsibility considerations.

We were also concerned about the lack of clear evidence demonstrating the economic benefits of the Agreement. Many submitters raised concerns about the fact that there was economic analysis (such as

⁵ Williams, R. & Wood, R. (2004). The demographic sources of Ontario gaming revenue. A report prepared for the Ontario Problem Gambling Research Centre.

⁶ Problem Gambling Foundation Submission of NZICC Bill

the Howarth and KordaMentha reports) showing a low rate of economic return and low numbers of jobs created, while other submitters referred to evidence that the job numbers would be significant. However, there is no evidence presented of the latter.

The regulatory impact statement (RIS) relies on a 2011 NZIER report and information “supplied by SKYCITY”. The information supplied by SKYCITY has not been released. However following parliamentary questions and an Official Information Act request the NZIER report was released to us recently. The employment figures referred to in the RIS, “1000 construction jobs and 800 operational jobs at the NZICC itself”, are not contained anywhere in that report.

In fact, the NZIER report looks at the net employment impact in Auckland and nationally of the NZICC and concludes:

- NZ net 120 full-time equivalent (FTE) jobs during construction (380 in Auckland)
- NZ net 18 FTE jobs during operation (340 in Auckland).

In other words, all the job gains are in Auckland, with the investment effects of the deal leading to 260 fewer FTE jobs outside Auckland during construction and 322 fewer FTE jobs outside Auckland during operation.

The Green Party has also obtained employment figures from Australian convention centres which show far fewer than the 800 jobs (500 FTEs) the Government claims will be delivered by this deal. The 3,500-capacity Sydney convention centre employs 200 FTEs, and Melbourne’s 5,000-capacity convention centre employs 133 full-time and 273 casual staff.

University of Auckland law professor Jane Kelsey raised concerns that the contract between the Government and SKYCITY could put a halt to the effective regulation of gambling for the next 35 years. Professor Kelsey said that foreign investors could sue any future government for breaching New Zealand’s international investment obligations if any new laws reduced the profitability of the casino and the value of the company’s shares.

This case would not be heard by New Zealand courts but would take place in a private overseas investment tribunal. New Zealand’s best defence in this case would be the fact that many of our existing free trade treaties provide room for the Government to regulate for public morals.

Professor Kelsey is concerned however that the proposed Trans-Pacific Partnership Agreement (TPP) would prove riskier. The United States is one of the 11 potential signatories to this TPP agreement and some of SKYCITY's shareholders are United States-based finance companies. This bill, giving effect to the Agreement, opens New Zealand up to being sued by investors from those countries that have agreed to include investor state disputes clauses in this TPP agreement.

We do not agree that laws should be sold to the highest bidder, especially if those laws are designed to protect the community from harm, and the changes to those laws benefit only a select few.

We also do not agree that future governments and future citizens should be constrained by decisions made by politicians today and threatened with financial penalties if they use their right to change the law, bettering the interests of public health, in the future.

The Green Party believes that this bill, which legislates for the SKY-CITY deal is legally flawed and morally wrong.

Appendix

Committee process

The New Zealand International Convention Centre Bill was referred to the committee on 11 July 2013. The closing date for submissions was 22 August 2013. We received and considered 730 submissions from interested groups and individuals. We received 6,105 form submissions. We heard 34 submissions, which included holding hearings in Auckland and Wellington. We heard evidence from Denise Roche on her petition.

We received advice from the Ministry of Business, Innovation and Employment.

Committee membership

Jonathan Young (Chairperson)

Kanwaljit Singh Bakshi

Hon Clayton Cosgrove

Clare Curran

Kris Faafoi

Julie Anne Genter

Peseta Sam Lotu-Iiga

Mark Mitchell

Dr Jian Yang

Hon Trevor Mallard replaced Clare Curran, and Metiria Turei replaced Julie Anne Genter for this item of business.

New Zealand International Convention
Centre Bill

Key to symbols used in reprinted bill

As reported from a select committee

text inserted by a majority

~~text deleted by a majority~~

Hon Steven Joyce

New Zealand International Convention Centre Bill

Government Bill

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The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the New Zealand International Convention Centre Act **2013**.
- 2 Commencement** 5
This Act comes into force on the day after the date on which it receives the Royal assent.

**Part 1
Preliminary provisions**

- 3 Purpose and outline** 10
- (1) The overarching purpose of this Act is to provide economic benefits to New Zealanders by improving New Zealand’s capability to host medium- to large-scale international conferences and related exhibitions through the construction and operation of an international-standard convention centre. 15
- (2) To this end, the Act—
- (a) gives effect to the agreement between the Crown and SKYCITY that provides for—

- (i) the construction and future operation of an international convention centre; and
 - (ii) the granting of changes to the regulatory regime applying to the SKYCITY Casino at Auckland; and
 - (iii) the imposition of obligations on SKYCITY to adopt certain harm minimisation and anti-money laundering mechanisms; and
- (b) provides for the protection, and control over the use, of the names New Zealand International Convention Centre and NZICC. 10
- (3) **Subsection (2)** is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or of the Agreement.
- 4 Interpretation** 15
- (1) In this Act, unless the context otherwise requires,—
- Agreement—**
- (a) means all provisions of the New Zealand International Convention Centre Project and Licensing Agreement as entered into between SKYCITY Entertainment Group Limited and Her Majesty the Queen in right of New Zealand on 5 July 2013: 20
 - (b) includes variations to the Agreement after that date to the extent that they are permitted by the Agreement and are not prohibited by **section 11** of this Act: 25
 - (c) after the date on which the Agreement is terminated, means any provisions of the Agreement (as it may have been so varied in accordance with **paragraph (b)**) that are expressed in the Agreement to have continuing effect after the termination of the Agreement: 30
 - (d) after 30 June 2048, if the regulatory concessions remain in force as at that date, means any provisions of the Agreement (as it may have been so varied in accordance with **paragraph (b)**) that are expressed in the Agreement to have continuing effect after that date 35

gambling law—

- (a) means the Gambling Act 2003 and any regulation, rule, standard, or notice made or continued under that Act; and
- ~~(b) includes any licence; and~~ 5
- (c) includes any change to any of the things referred to in **paragraph (a) or (b)** after the date on which the Agreement was entered into

licence—

- (a) means any licence granted or continued under the Gambling Act 2003; and 10
- (b) includes, to avoid doubt, a condition of a licence

Minister means the Minister who is, with the authority of the Prime Minister, for the time being responsible for the administration of this Act 15

Ministry means the department that is, with the authority of the Prime Minister, for the time being responsible for the administration of this Act

regulatory concession or concession means a regulatory concession ~~made set out~~ in clause 7.2 of the Agreement (including, to avoid doubt, those set out in Schedule 6 and Schedule 13 of the Agreement) as the concession is set out in **Schedules 1 and 2** of this Act 20

restrictive covenant means a restrictive covenant in a form set out in Schedule 10 of the Agreement 25

SKYCITY means—

- (a) SKYCITY Entertainment Group Limited; or
- (b) if SKYCITY Entertainment Group Limited assigns or transfers the whole of its rights under the Agreement in accordance with its provisions, its assignee or transferee; or 30
- (c) if SKYCITY Entertainment Group Limited assigns or transfers part of its rights under the Agreement in accordance with its provisions, SKYCITY Entertainment Group Limited and its assignee or transferee to the extent of the assignment or transfer 35

SKYCITY Casino means the SKYCITY Casino at Auckland.

- (2) It is the intention of Parliament that **sections 6 to 10 and 42** the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the Agreement.

5 Act binds the Crown

This Act binds the Crown.

5

Part 2

Substantive provisions

Provisions relating to concessions

6 Regulatory concessions authorised

- (1) The regulatory concessions shall be operative at the times and on the conditions that apply to the regulatory concessions in the Agreement. 10
- (2) The regulatory concessions prevail if a regulatory concession is inconsistent with any provision of the gambling law, and the application of the provision of the gambling law is modified accordingly. 15
- (3) Despite **subsection (2)**, the provision of the gambling law prevails if its application would be more favourable in relation to SKYCITY Casino than the regulatory concession.

7 Clause 7.3 of Agreement has force of law

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Clause 7.3 of the Agreement as set out in **Schedule 3** of this Act has the force of law to the extent necessary to give effect to the regulatory concessions and to the Agreement.

8 Regulatory concessions administered and enforced in accordance with gambling law

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- (1) ~~Subject to section 6, the Gambling Act 2003~~ The gambling law applies to the regulatory concessions, and all gambling conducted under the concessions, as if they were authorised by or permitted under ~~that Act~~ the gambling law.

- (2) Without limiting **subsection (1)**,—

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(a) the regulatory concessions, and all gambling conducted under the concessions, must be administered, moni-

- tored, and enforced in accordance with the gambling law as modified by this Act; and
- (b) the power under section 370 of the Gambling Act 2003 to make regulations prescribing fees or charges payable to enable recovery of the direct and indirect costs of the Secretary for Internal Affairs, the Gambling Commission, or the Police in administering the Act, enforcing and monitoring compliance with the Act, and doing anything else authorised or required by the Act, must be taken to include the power to make regulations to enable the recovery of the direct and indirect costs of the Secretary, the Commission, or the Police in doing any of those things in relation to the regulatory concessions and all gambling conducted under the regulatory concessions. 5 10 15
- 9 Obligations of Gambling Commission**
~~Without limiting sections 6 and 8(2)(a),~~ The Gambling Commission must—
- (a) ~~the Gambling Commission must~~ ensure that the conditions of each licence for SKYCITY Casino are consistent with, and give effect to, the regulatory concessions; and 20
- (b) ~~the Gambling Commission must~~ exercise its functions and powers under the gambling law consistently with this Act. 25
- 10 Obligations of Secretary**
~~Without limiting sections 6 and 8(2)(a),~~ the Secretary for Internal Affairs must exercise the powers under sections 141, 327, and 367 of the Gambling Act 2003 in a manner that is consistent with this Act, to the extent necessary to give effect to the regulatory concessions. 30

Further provisions relating to Agreement

- 11 No variations to Agreement that increase opportunities for casino gambling except by Act of Parliament** 5
- (1) The regulatory concessions may not be varied to increase the opportunities for casino gambling that are available as a result of the regulatory concessions except by an Act of Parliament.
- (2) **Subsection (1)** does not apply to a change made to, or variation of, in accordance with the Agreement, the monetary thresholds in Schedule 13 of the Agreement in respect of the ability to use TITO technology and cashless card-based technology (as those terms are defined in the Agreement). 10
- 12 Enforcement of Agreement**
- (1) The Agreement is enforceable by the Crown and SKYCITY in accordance with its terms, including the financial and non-financial remedies (and, to avoid doubt, compensation) as provided for in the Agreement. 15
- (2) This section applies despite any rule of law or equity to the contrary relating to the enforceability of any contract provision that specifies remedies in the event of a breach of the contract.
- 13 Restrictive covenants** 20
- The restrictive covenants are deemed to be covenants to which section 307 of the Property Law Act 2007 applies and may be notified and are enforceable accordingly, despite any rule of law to the contrary.
- 14 Access to Agreement** 25
- (1) The Ministry must ensure that—
- (a) the Agreement is publicly available on and after the date on which this Act comes into force; and
- (b) any variation to the Agreement is publicly available after the close of the date on which the variation comes into force. 30
- (2) In this section, **publicly available** means available for inspection, free of charge, at all reasonable times on an Internet site maintained by or on behalf of the Ministry.

*Provisions relating to permanent protection for
names*

15 Protection of names

- (1) No body may be incorporated or registered under any enactment or in any other manner under any of the following: 5
- (a) New Zealand International Convention Centre; or
 - (b) NZICC; or
 - (c) any name that so closely resembles either of those names that it is likely to mislead any person.
- (2) No person may, either alone or with any other person, do any of the following without the authorisation of the Minister given under **section 16**: 10
- (a) use a name referred to in **subsection (1)** as the name of an unincorporated association or organisation:
 - (b) trade or carry on business under a name referred to in **subsection (1)**: 15
 - (c) use a name referred to in **subsection (1)** as the name of any building.
- (3) The prohibition in **subsection (1)** does not apply to the company registered with the name New Zealand International Convention Centre Limited at the date on which the Agreement was entered into. 20

16 Minister may authorise use of names

- (1) The Minister may authorise a person to do all or any of the things described in **section 15(2)(a) to (c)**. 25
- (2) The authorisation may be given on any terms and conditions that the Minister thinks fit, including that the person pay the Crown an amount that the Minister thinks reasonable, whether by way of royalty or otherwise.
- (3) No authorisation under this section has effect unless it is given or confirmed in writing. 30
- (4) The Minister may, by notice in writing, revoke an authorisation given under this section.

17 Offence and penalty for contravention of section 15

A person who contravenes **section 15** commits an offence and is liable on conviction to,— 35

- (a) in the case of an individual,—
 - (i) a fine not exceeding \$5,000; and
 - (ii) in the case of a continuing offence, a further fine not exceeding \$500 for every day or part of a day during which the offence continues; and 5
- (b) in the case of a body corporate,—
 - (i) a fine not exceeding \$50,000; and
 - (ii) in the case of a continuing offence, a further fine not exceeding \$5,000 for every day or part of a day during which the offence continues. 10

18 Liability of officers of body corporate

- If any body corporate is convicted of an offence against **section 17**, every director, officer, or other natural person concerned in the management of the body corporate is guilty of the offence if it is proved that— 15
- (a) the act that constituted the offence took place with the person’s authority, permission, or consent; or
 - (b) the person knew the offence was to be or was being committed and failed to take all reasonable steps to prevent or stop it. 20

19 Flags, Emblems, and Names Protection Act 1981 amended

- (1) This section amends the Flags, Emblems, and Names Protection Act 1981.
- (2) In Schedule 3, after the item relating to the New Zealand Film Commission Act 1978: section 34, insert: 25

New Zealand International Convention Centre Act **2013:** section 15
New Zealand International Convention Centre, NZICC

Schedule 1**ss 4, 6****Text of regulatory concessions**

This is an extract from the Agreement.

The provisions are set out only for the purpose of this Act, particularly **section 6**.

5

Clause 7.2 of Agreement

7.2 The Regulatory Concessions are:

- a The initial term of the Venue Licence is extended from the current expiry date of 1 February 2021 to 30 June 2048. 10
- b The areas defined as constituting the Casino Venue in the Venue Licence, is amended by the addition of the further area described in Schedule 6 (Increase in Area of Casino Venue).
- c In addition to the 1,647 Gaming Machines already permitted under the Conditions of the Casino Operator's Licence, the holder of the Operator's Licence may install and operate in the Gambling Area of the Casino Venue during the opening hours of the Casino up to 230 additional Single Terminal Gaming Machines. 15
20
- d In addition to the 110 gaming tables already permitted under the Conditions of the Casino Operator's Licence (not counting any substitute tables or non-gambling fun play tables approved from time to time by the Gambling Commission), the holder of the Operator's Licence may install and operate in the Gambling Area of the Casino Venue during the opening hours of the Casino up to 40 additional gaming tables, having, in aggregate, the average gambling opportunities of 40 gaming tables at the date of this Agreement. 25
30
- e In addition to the Gaming Machines and gaming tables (already permitted and additional) referred to in clauses 7.2c and 7.2d, the holder of the Operator's Licence may install and operate in the Gambling Area of the Casino Venue during the opening hours of the Casino: 35

- i up to 240 additional Automated Table Game terminals which may not be substituted for Single Terminal Gaming Machines; or in the alternative
 - ii up to 12 further gaming tables, if each such gaming table is substituted for 20 of the additional Automated Table Game terminals referred to in clause 7.2ei, at the discretion of the holder of the Operator's Licence. 5
- f The maximum denomination of banknotes able to be accepted by up to 359 Gaming Machines (whether Single Terminal Gaming Machines or Automated Table Game terminals, or a mix of both, at the discretion of the holder of the Operator's Licence), to be operated in Restricted Areas only, is increased from \$20 to \$100. 10
- g The holder of the Operator's Licence may, in substitution for the current approval under game rules to operate TITO Technology on 300 Gaming Machines, introduce and operate Cashless Card Based Technology and TITO Technology on all Single Terminal Gaming Machines, Automated Table Game terminals, Electronic Table Games and other table games in the Gambling Area of the Casino Venue as set out in Schedule 13 (TITO and Cashless Gaming Technology). 15
20

Schedule 6 of Agreement

Increase in Area of Casino Venue 25

The area defined as constituting the casino premises in the casino venue licence for the Auckland Casino shall include, in addition to the land and buildings already specified (being certificates of title NA58A/312, NA60C/167 and (now) NA98B/746), the additional areas specified below: 30

All of the land and buildings situated at 86 Federal Street, 65-71 Federal Street and 109-125 Albert Street, Auckland, being the parcels of land comprising:

- (i) All that parcel of land containing 564 square metres more or less being Lot 2 Deposited Plan 52242 (Certificate of Title NA2C/900 North Auckland Registry); 35

-
- (ii) All that parcel of land containing 278 square metres more or less being Part Allotment 7, Section 22 City of Auckland (Certificate of Title NA2D/834 North Auckland Registry);
 - (iii) All that parcel of land containing 278 square metres more or less being Lot 1 of the subdivision of Allotment 6, Section 22 City of Auckland (Certificate of Title NA84/278 North Auckland Registry); 5
 - (iv) All that parcel of land containing 567 square metres more or less being Part Allotment 6-7, Section 22 City of Auckland (Certificate of Title NA147/129 North Auckland Registry); 10
 - (v) All that parcel of land containing 845 square metres more or less being Part Allotments 6 and 7, Section 22 Town of Auckland (Certificate of Title NA599/2 North Auckland Registry);
 - (vi) All that parcel of land containing 281 square metres more or less being Part Allotment 6, Section 22 Town of Auckland (Certificate of Title NA599/3 North Auckland Registry); 15
 - (vii) All that parcel of land containing 278 square metres more or less being Part Allotment 8, Section 22 Town of Auckland (Certificate of Title NA599/4 North Auckland Registry);
 - (viii) All that parcel of land containing 329 square metres more or less being Lot 2 Deposited Plan 28234 (Certificate of Title NA818/165 North Auckland Registry); 20
 - (ix) All that parcel of land containing 316 square metres more or less being Lot 1 Deposited Plan 28234 and Part Allotment 5, Section 22 City of Auckland (Certificate of Title NA819/183 North Auckland Registry); 25
 - (x) All that parcel of land containing 706 square metres more or less being Lot 1 Deposited Plan 46555 (Certificate of Title NA1654/99 North Auckland Registry).

In addition, that part of the land and buildings already specified in the Venue Licence that is described as the “bus terminal”, which is no longer to be excluded. 30

Schedule 2
Text of Schedule 13 of Agreement

ss 4, 6

Schedule 13
TITO and Cashless Gaming Technology

This is an extract from the Agreement.

5

The provisions are set out only for the purpose of this Act, particularly **section 6**.

TITO	Non-Restricted Areas		Restricted Areas	
	In flows	Out flows	In flows	Out flows
Single Terminal Gaming Machines, Automated Table Games, Electronic Table Games and other table games	<i>ie. Insertion of cash or a valid ticket into a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game</i>	<i>ie. Generate/purchase ticket by “collecting credits”</i>	<i>ie. Insertion of cash or a valid ticket into a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game</i>	<i>ie. Generate/purchase ticket by “collecting credits”</i>
	Maximum cash or credits in of \$5,999	Maximum \$500 ticket (over \$500 reverts to Attendant handpay).	Maximum cash or credits in of \$5,999	Maximum \$5,999 ticket (over \$5,999 reverts to Attendant handpay)
Kiosk	<i>ie. Insert cash to purchase tickets</i>	<i>ie insert ticket to redeem for cash</i>	<i>ie. Insert cash to purchase tickets</i>	<i>ie Insert ticket to redeem for cash</i>
	Maximum cash \$500, converting to tickets	Ticket ≤\$500 converting to cash, in \$20 notes only	Maximum cash \$1,000, converting to tickets	Ticket ≤\$1,000 converting to cash in any denomination

Schedule 13—continued

	Non-Restricted Areas		Restricted Areas	
	In flows	Out flows	In flows	Out flows
Loyalty Card	Maximum \$5,999 cash equivalent credits transferred from card	Maximum \$5,999 credits transferred to card by player	Unlimited cash equivalent credits transferred from card	Unlimited cash equivalent credits transferred to card by player
Kiosk	<i>i.e. transfer cash onto card</i> Maximum cash \$5,999 transferring to card	<i>i.e. exchange credits for cash</i> Card based credits ≤\$5,999 converting to cash, in \$20 notes only	<i>i.e. transfer cash onto card</i> Maximum cash \$5,999 transferring to card	<i>i.e. exchange credits for cash</i> Card based cash equivalent credits ≤ \$5,999 converting to cash in any denomination.
Cash Desk	<i>i.e. transfer cash onto card</i> Unlimited cash transferring to card.	<i>i.e. exchange credits for cash</i> Unlimited card based credits converting to cash.	<i>i.e. transfer cash onto card</i> Unlimited cash transferring to card.	<i>i.e. exchange credits for cash</i> Unlimited card based credits converting to cash.

Schedule 13—continued

	Non-Restricted Areas		Restricted Areas	
	In flows	Out flows	In flows	Out flows
White card				
Single Terminal Gaming Machines, Automated Table Games, Electronic Table Game and other table games	<i>i.e. transfer of stored cash equivalent credits from card onto a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game</i>	<i>i.e. 'Collecting' credits and transferring back to card</i>	<i>i.e. transfer of stored cash equivalent credits from card onto a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game</i>	<i>i.e. 'Collecting' credits and transferring back to card</i>
	Maximum \$5,999 cash equivalent credits transferred from card	Maximum \$5,999 credits transferred to card by player	Maximum \$5,999 cash equivalent credits transferred from card	Maximum \$5,999 credits transferred to card by player
Kiosk	<i>i.e. transfer cash onto card</i>	<i>i.e. exchange credits for cash</i>	<i>i.e. transfer cash onto card</i>	<i>i.e. exchange credits for cash</i>
	Maximum cash \$500 transferring to card	Card based credits ≤\$500 converting to cash, in \$20 notes only	Maximum cash \$500 transferring to card	Card based credits ≤\$500 converting to cash, in any denomination

Schedule 13—continued

White card	Non-Restricted Areas		Restricted Areas	
	In flows	Out flows	In flows	Out flows
Cash Desk	<i>i.e. transfer cash onto card</i>	<i>i.e. exchange credits for cash</i>	<i>i.e. 'transfer cash onto card</i>	<i>i.e. exchange credits for cash</i>
	Unlimited cash transferring to card; value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log	Value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log	Unlimited cash transferring to card; value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log	Value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log

Note: the references to ‘Maximum \$5,999’ have been set by reference to the definition of ‘**Occasional Transaction**’ in the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and the applicable threshold value set pursuant to the regulations under Anti-Money Laundering and Countering Financing of Terrorism Act 2009. Accordingly, these references will be automatically adjusted in the event that the amount in that definition or the applicable threshold changes, for alignment with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and the regulations made under that Act. 5

The Secretary may, with the written consent of SKYCITY, adjust the ticket thresholds and denominations in this Schedule 13 to take account of circumstances that exist from time to time.

Nothing precludes the TITO or cashless technology being used interchangeably between different game types.

Schedule 3**s 7****Text of clause 7.3 of Agreement**

This is an extract from the Agreement.

The provisions are set out only for the purpose of this Act, particularly **section 7**.

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7.3 The further regulatory changes to implement the Regulatory Concessions are:

- a To give effect to the Regulatory Concessions in clauses 7.2c, 7.2d and 7.2e, the Conditions of the Casino Operator's Licence are consequentially amended to record the Regulatory Concessions set out in clauses 7.2c, 7.2d and 7.2e, as follows:
 - i inserting after the current condition 5 new condition 5A:
 - 5A Notwithstanding anything in condition 5, the Licence Holder may install and operate in the Gambling Area, in addition to the gaming machines specified in condition 5, up to 230 additional Single Terminal Gaming Machines. 10
 - ii inserting after the current condition 6 new condition 6AA:
 - 6AA In addition to the gaming tables specified in conditions 6, 6A and 6B the Licence Holder may install and operate in the Gambling Area, up to 40 additional gaming tables. 20
 - iii inserting after the current condition 6AA new condition 6AAA:
 - 6AAA Notwithstanding anything in condition 5, and in addition to the gaming machines specified in conditions 5 and 5A and the gaming tables specified in conditions 6, 6A, 6B and 6AA, the Licence Holder may install and operate in the Gambling Area: 25
 - (a) up to 240 additional Automated Table Game terminals which may 30

- not be substituted for Single Terminal Gaming Machines; or in the alternative
- (b) up to 12 further gaming tables, if each such gaming table is substituted for 20 of the Automated Table Game terminals referred to in paragraph (a) above, at the discretion of the Licence Holder. 5
- iv amending condition 6 to read “The number of gaming tables in the Gambling Area shall not exceed 110 except as permitted by conditions 6A, 6AA, 6AAA and 6B”; 10
- v deleting Mix A from the Annexes to the Operator’s Licence and inserting the New Mix A and New Mix A.1 contained in Schedule 12 (New Game Mix A and New Game Mix A.1); 15
- vi inserting new condition 6D which reads as follows:
6D Notwithstanding anything in conditions 5, 5A, 6, 6AA, 6AAA, 6A, 6B and 6C at no time shall the number of Single Terminal Gaming Machines in the Gambling Area exceed 1877. 20
- vii amending condition 6A to refer to “condition 6, condition 6AA and condition 6AAA”; 25
- viii amending condition 6B to refer to “condition 6, condition 6A, condition 6AA and condition 6AAA”; and
- ix inserting new definitions in condition 4 which read as follows: 30
The following terms have the meanings set out in the Agreement:
Agreement means the agreement given effect by the New Zealand International Convention Centre Act. 35
Automated Table Game means a gaming machine which replicates games played on table

- games and allows more than one person to play at the same time at different terminals.
- Single Terminal Gaming Machine** means a gaming machine at which only one person may gamble at any time. 5
- b To give effect to the matters in clause 7.2g:
- i the minimum standards prescribed by the Secretary pursuant to section 327 of the Gambling Act are amended by the introduction of the new Minimum Standards in Schedule 14 (Minimum Standards). The Minimum Standards apply only to gambling equipment that may be operated at the Auckland Casino; 10
- ii the minimum operating standards specified by the Secretary pursuant to section 141 of the Gambling Act are amended by the introduction of the new Minimum Operating Standards in Schedule 14A (Minimum Operating Standards); and 15
- iii the following game rule, namely Part 5A of Division III – Electronic Gaming Machines of the Rules of Casino Keno, Racing Game and Gaming Machines, is revoked (having been replaced with the Minimum Standards). 20
- c If the Regulatory Concessions are removed prior to 30 June 2048 pursuant to the terms of this Agreement: 25
- i the Casino may continue to be operated without the Regulatory Concessions (except to the extent that any of those Regulatory Concessions would otherwise be available in the absence of this Agreement); 30
- ii all necessary consequential regulatory changes, including to the definition of the Casino Venue in the Venue Licence, and to any licence conditions, approvals, minimum standards, minimum operating standards and game rules, to give effect to clauses 7.3ci and 7.3ciii, will be deemed to have been made; and 35

- iii the right of the holder of the Venue Licence to apply to renew the Venue Licence is to be preserved as follows:
 - A The holder of the Venue Licence may still exercise its right to apply to renew the Venue Licence in the period specified in section 134(2) of the Gambling Act. 5
 - B If the period for making an application under section 134(2) of the Gambling Act has passed, or if the expiry date of the original 25 year term of the licence has passed, any application made within 2 years of the removal of any Regulatory Concessions pursuant to the terms of this Agreement is deemed to have been made within time, and all the renewal provisions in the Gambling Act will apply. 15
 - C The Venue Licence will continue in force until the Gambling Commission decides whether or not to renew the Venue Licence and all appeals to the courts are decided or the period for appeal has expired. 20
- d If the Regulatory Concessions remain in force as at 30 June 2048:
 - i the Casino may continue to be operated, including with the Regulatory Concessions, but only if and to the extent that the Venue Licence is renewed by the Gambling Commission following an application in terms of clauses 7.3dii and 7.3diii; and 25
 - ii the right of the holder of the Venue Licence to apply to renew that licence (including with the Regulatory Concessions) is preserved as follows:
 - A The holder of the Venue Licence may still exercise its right to apply to renew the licence as if renewals had been approved throughout the Term, and may make an application at least 12 months but not more than 2 years prior to 30 June 2048 in ac- 35

- cordance with section 134 of the Gambling Act. The renewal provisions of the Gambling Act will apply as though the application had been made within time.
- B The Venue Licence, and the Regulatory Concessions will continue in force until the Gambling Commission decides, in accordance with the renewal provisions of the Gambling Act, as modified by clauses 7.3di, 7.3dii, and 7.3diii, whether or not to renew the Venue Licence, and, if so, to what extent and on what conditions, and all appeals to the courts are decided or the period for appeal has expired. 5 10
- iii As part of its consideration of whether the Venue Licence should be renewed, the Gambling Commission shall also consider the appropriateness of the continuation of the Regulatory Concessions as a matter which shall also be addressed in the Casino Impact Report required under section 134 of the Gambling Act, and in light of that Report and any other matters specified in section 136 of the Gambling Act that the Gambling Commission considers relevant, shall be entitled to make a determination as to whether, and to what extent, the Regulatory Concessions continue after 30 June 2048. 15 20 25
- iv If the Gambling Commission decides that the Regulatory Concessions should not continue but that the Venue Licence should otherwise be renewed the provisions of clauses 7.3ci and 7.3cii shall apply. 30
- e If this Agreement is terminated after Completion but before 30 June 2048 due to a Termination Event other than any of the circumstances described in clauses 22.1ciii to 22.1cvi, the Regulatory Concessions shall remain in full force and effect until a determination has been made 35

**New Zealand International Convention
Centre Bill**

under clauses 7.3diii and 7.3diiB (and all appeals to the courts are decided or the period for appeal has expired).

Legislative history

8 July 2013
11 July 2013

Introduction (Bill 140–1)
First reading and referral to Commerce Committee
