

**Greyhound Racing Victoria  
Club Bookmakers' Licence Levy Rules  
1 December 2012**

**Introduction**

These rules are made by Greyhound Racing Victoria (“GRV”) pursuant to section 91B of the *Racing Act* 1958 (VIC) (“Act”) and proscribe the levy that registered bookmakers who require a club bookmakers licence from GRV under section 91(1) of the Act (“Licensed Bookmaker”) must pay to GRV.

**Operation subject to Ministerial Approval**

The rules come into operation only when approved in writing by the Minister under section 91D of the Act.

**Fee Conditions**

The Fee payable by the Licensed Bookmaker to GRV from 1 December 2012 until further notice is 1.5% of the Eligible Turnover of the Licensed Bookmaker.

**Payment of Fee**

The Fee is payable monthly in arrears and is to have added to it the 10% GST.

The monthly Fee (plus 10% GST) must be paid by the Licensed Bookmaker to GRV within 10 days of the end of each month by direct deposit as follows:

Account name: Greyhound Racing Victoria  
BSB: 333-030  
Account Number: 551052982

unless otherwise specified by GRV in writing. Please specify the Licensed Bookmaker’s name in the narration so that GRV may reconcile the payments made.

At the time of remitting the above Fee each month, the Licensed Bookmaker must also provide to GRV details of the Fee and all relevant information used by the Licensed Bookmaker to calculate the Fee, in accordance with GRV’s template spreadsheet document, via email as follows: To: [cemmett@grv.org.au](mailto:cemmett@grv.org.au); cc: [rshaw@grv.org.au](mailto:rshaw@grv.org.au)

GRV will provide the Licensed Bookmaker with a tax invoice within 5 business days of receipt of the Fee unless a recipient created tax invoice is provided by the Licensed Bookmaker with payment.

**Definitions**

In these Conditions:

- (a) “Approved WSP” means a Victorian Licensed WSP, or a wagering service provider who holds an approval under section 2.5.19D of the *Gambling Regulation Act* 2003 (Vic).
- (b) “Bets Back” means the total of all amounts paid or contracted to be paid by the Licensed Bookmaker to another Approved WSP for Betting Transactions during the relevant month provided that:

- a. a Bet Back may only be subtracted from Bets Taken for the purposes of calculating Total Turnover where:
- i. such Bet Back is genuinely placed by the Licensed Bookmaker for the purpose of reducing its risk on the layer's side of a Betting Transaction relating to a contingency on a GRV greyhound race;
  - ii. such Bet Back is in relation to the same contingency that the Licensed Bookmaker has already accepted on the layer's side of the Betting Transaction as a Bet Taken;
- b. for the avoidance of doubt, a Bet Back on a particular contingency cannot exceed the corresponding amount of the Bet Taken on that contingency.
- (c) **"Bets Taken"** means the total of all amounts paid or contracted to be paid to the Licensed Bookmaker for Betting Transactions during the relevant month provided that:
- a. where a Betting Transaction involves two or more events, and at least one of those events is not a GRV greyhound race (which for example may include, without limitation, interstate greyhound races, thoroughbred or harness races in or outside Victoria, or other racing, sporting or other contingencies offered by the Licensed Bookmaker, whether such contingencies occur in or outside Australia), the amount to be included in respect of the bets taken on that Betting Transaction for the purpose of these Conditions shall be calculated by dividing the total amount of the bet by the total number of events the bet involves multiplied by the number of GRV greyhound races the bet involves;

*For example:*

1. *if a 'doubles bet' requires the selection of the winner of a GRV greyhound race and the winner of a thoroughbred race, then ½ of the amount of the wager on the "backers" side of the wagering transaction would be included as Bets Taken even if the thoroughbred race was held first and irrespective of the outcome of the thoroughbred race;*
  2. *if a 'doubles bet' requires the selection of the winner of two GRV greyhound races, then the whole amount of the wager on the 'backers' side of the wagering transaction would be included as Bets Taken;*
  3. *if a bet was placed on the combined outcome of a GRV greyhound race, an AFL match and a harness race, then ⅓ of the amount of the wager on the 'backers' side of the wagering transaction would be included as Bets Taken; and*
  4. *by contrast, if a bet was placed on the outcome of a GRV greyhound race and the 'layer' directed that any winnings on that bet be applied in a wager on another event (e.g. an 'All-up' bet) so that each was a separate wagering transaction, then the entire amount of the wager on the 'backers' side of the first wagering transaction would be included as Bets Taken and the second transaction would be assessed as an independent wagering transaction.*
- b. for the avoidance of doubt, Bets Taken includes amounts paid or contracted to be paid to the Licensed Bookmaker whether or not:

- i. paid or contracted to be paid by other Approved WSPs; and
    - ii. regardless of whether or not those amounts are ultimately received by the Licensed Bookmaker;
  - c. the following amounts are excluded from Bets Taken:
    - i. the amount of any Free Bets;
    - ii. jackpots transferred from other pools;
    - iii. the amount of any Seeding by the Licensed Bookmaker; and
    - iv. amounts refunded to customers in respect of any cancelled events or voided bets.
  - d. Bets Taken may be adjusted to reflect any adjustment to the face value of a Betting Transaction to correct any operator or system errors.
- (d) **“Betting Transaction”** means a contract between a Licensed Bookmaker and a customer, by which a bet or wager is placed with and accepted by the Licensed Bookmaker at a Licensed Venue in relation to a GRV greyhound race (or a contingency related to a GRV greyhound race).
- (e) **“Eligible Turnover”** means:
- (i) zero dollars, if Total Turnover is less than or equal to the Threshold Amount; or
  - (ii) the dollar difference between Total Turnover and the Threshold Amount (i.e. Total Turnover – Threshold Amount), if Total Turnover is greater than the Threshold Amount.
- (f) **“Fee”** means the monthly fee payable by a Licensed Bookmaker in respect of the club bookmaker’s licence issued to it by GRV.
- (g) **“Free Bets”** means the amount of any Betting Transaction where the customer does not make or agree to make a financial contribution at the time the Betting Transaction is made. For the avoidance of doubt, bad and doubtful debts arising from the non-payment of Betting Transactions by a customer do not constitute Free Bets.
- (h) **“GRV greyhound race”** means a greyhound race in Victoria.
- (i) **“Licensed Venue”** means a racecourse, or part of a racecourse, or sporting ground the subject of the club bookmaker’s licence issued by GRV to the Licensed Bookmaker.
- (j) **“Seeding”** means an amount allocated by the Licensed Bookmaker to a wagering pool for a specified bet type on a GRV greyhound race during the relevant month which does not have any associated Betting Transactions and does not relate to a jackpot.
- (k) **“Threshold Amount”** means \$250,000 per month (which equates to \$3 million per annum).
- (l) **“Total Turnover”** means the total of Bets Taken less Bets Back in the relevant month.

- if the Licensed Bookmaker is the benefiting party, the Licensed Bookmaker must pay to GRV the Discrepancy Amount within 10 days of receiving written notice from GRV to pay the Discrepancy Amount; or
  - if GRV is the benefiting party, GRV will provide the Licensed Bookmaker with a credit for the Discrepancy Amount which may be subtracted from any future payments required to be made by the Licensed Bookmaker to GRV; and
9. A Licensed Bookmaker must immediately notify GRV in writing if any one or more of the following occur:
- there is a change in control of the Licensed Bookmaker (where control has the meaning set out in section 50AA of the *Corporations Act 2001* (Cth));
  - the Licensed Bookmaker is subject to any form of bankruptcy or insolvency event, including (without limitation) if a trustee in bankruptcy, voluntary or involuntary administrator, liquidator or receiver is appointed or any similar official is appointed to, or takes possession or control of, all or any of the Licensed Bookmaker's assets or undertaking or any step is taken to effect any of the foregoing;
  - a criminal prosecution is commenced or disciplinary action is taken under any laws or rules of racing or betting, or a formal investigation or inquiry is made, against the Licensed Bookmaker, its employees or any person able to control the Licensed Bookmaker;
  - the Licensed Bookmaker's wagering licence, permit, approval or authority (whether in Victoria or otherwise) is varied, cancelled or expires;
  - the Licensed Bookmaker is aware of wagering activities which may be in breach of any laws or rules of racing or betting (or the Licensed Bookmaker is aware of facts which would otherwise cause a reasonable person in the position of the Licensed Bookmaker to be suspicious of those wagering activities);
  - any information or facts set out in the Licensed Bookmaker's original application to use and publish Race Fields has changed; or
  - the Licensed Bookmaker breaches any of these conditions.
10. The Licensed Bookmaker must:
- not take any action or make any statement which may adversely impact upon the reputation of GRV or the integrity of greyhound racing in Victoria;
  - co-operate with any inquiry or investigation conducted by GRV or its nominee relating to the integrity of greyhound racing in Victoria, including by providing any information that is requested by GRV;
  - subject to applicable privacy laws, permit GRV or its nominee to monitor any wagering activities, transactions and accounts relating to greyhound races in Victoria on request by GRV (GRV will consult with the Licensed Bookmaker if it raises reasonable concerns about such monitoring) and

- implement appropriate procedures, systems and controls to identify suspect wagering transactions or any other conduct by its customers which may adversely impact the integrity of greyhound racing in Victoria.
11. Nothing in these conditions or any prior approval is a representation by GRV that a Licensed Bookmaker will continue to be issued with a club bookmaker's licence in the future.
  12. The rights granted by GRV to the Licensed Bookmaker under a club bookmaker's licence and these conditions must not be transferred, assigned or in any way sub-licensed by the Licensed Bookmaker to any other person (including a related company of the Licensed Bookmaker).
  13. GRV may cancel the club bookmaker's licence at any time on written notice to the Licensed Bookmaker without any liability whatsoever.
  14. GRV may vary this document, or impose further conditions at any time on written notice to a Licensed Bookmaker and, in doing so, may take account of the individual circumstances of a Licensed Bookmaker. The variation of these conditions at any time does not prejudice any rights which have accrued in favour of GRV prior to such variation.
  15. A single or partial exercise or waiver by GRV of a right relating to these conditions does not prevent any other exercise of that right or the exercise of any other right. GRV is not liable for any loss, cost or expense of the Licensed Bookmaker (or any other person) caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right. A right in favour of GRV relating to these conditions may only be waived in writing signed by GRV.
  16. This document is governed by and is to be construed in accordance with the laws applicable in Victoria.
  17. Unless specified elsewhere in these conditions, any communications or notices required to be given in relation to the Licensed Bookmaker's club bookmaker's licence or in relation to these conditions must be either:
    - sent by pre-paid ordinary mail to:
 

Robert Shaw  
Chief Financial Officer  
Greyhound Racing Victoria  
46-50 Chetwynd Street  
West Melbourne, Victoria, 3003
    - sent by e-mail with a request for receipt
 

rshaw@grv.org.au

- (m) “**Victorian Licensed WSP**” means the persons referred to in sections 2.5.19B(2)(a), (b) and (c) of the Act.

### **Other Conditions**

1. The Licensed Bookmaker must pay GRV the monthly fee calculated in accordance with the club bookmaker’s licence issued by GRV and the above Conditions, subject to variations to which GRV has notified it that such approval is subject.
2. GRV will make available to the Licensed Bookmaker a template spreadsheet document to be used and completed by the Licensed Bookmaker for the purposes of sending GRV the information required via email. This spreadsheet can be obtained by emailing [cemmett@grv.org.au](mailto:cemmett@grv.org.au).
3. Each month, the Licensed Bookmaker must certify on the template that the information it provides to GRV is true and correct.
4. If the Licensed Bookmaker fails to pay any amount payable pursuant to these conditions, interest is payable on such outstanding amount, accrued daily, until the date such amount (and accrued interest) has been paid in full to GRV. The interest rate to be applied is the interest rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.
5. The Licensed Bookmaker must maintain full and accurate records and accounts in relation to all wagering, banking and financial records and accounts in order for GRV to review and verify the Licensed Bookmaker’s compliance with these conditions.
6. The Licensed Bookmaker must provide GRV with full access to relevant records referred to as part of its information requirements at times and locations reasonably requested by GRV in writing, and GRV may take copies of all such accounts and records. The Licensed Bookmaker is not permitted to impose any conditions on the disclosure or use by GRV of any such accounts, records and information.
7. GRV may appoint, at GRV’s cost and on notice which GRV considers reasonable, an independent auditor at any time to review the Licensed Bookmaker’s wagering records and financial information relating to greyhound racing in Victoria, and any other information relating to the Licensed Bookmaker’s compliance with these conditions, on written notice to the Licensed Bookmaker. The Licensed Bookmaker must provide the auditor with access to:
  - all relevant accounts, records, statements and documents within its power, possession or control;
  - the Licensed Bookmaker’s premises; and
  - the Licensed Bookmaker’s staff who are able to provide the relevant information and answer any queries the auditors may have,

as may be required by the auditor for the purposes of conducting an audit, and the auditor may take such copies and records of all such information it accesses.
8. If an audit conducted and reveals any discrepancy in the amounts payable by the Licensed Bookmaker to GRV and the amounts actually paid by the Licensed Bookmaker (**‘Discrepancy Amount’**):