



New Zealand International Convention Centre Act 2013

Public Act 2013 No 92
Date of assent 18 November 2013
Commencement see section 2

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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**
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**
 - (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.
 - (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.
- (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

- (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;
- (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;
- (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;
- (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

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 change to any of the things referred to in paragraph (a) after the date on which the Agreement was entered into

licence—

- (a) means any licence granted or continued under the Gambling Act 2003; and
- (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

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 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

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

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
- (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

SKYCITY Casino means the SKYCITY Casino at Auckland.

- (2) It is the intention of Parliament that 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.

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.
- (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.
- (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

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

- (1) The gambling law applies to the regulatory concessions, and all gambling conducted under the concessions, as if they were authorised by or permitted under the gambling law.
- (2) Without limiting subsection (1),—
- (a) the regulatory concessions, and all gambling conducted under the concessions, must be administered, monitored, 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.

9 Obligations of Gambling Commission

The Gambling Commission must—

- (a) ensure that the conditions of each licence for SKYCITY Casino are consistent with, and give effect to, the regulatory concessions; and
- (b) exercise its functions and powers under the gambling law consistently with this Act.

10 Obligations of Secretary

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.

Further provisions relating to Agreement

11 No variations to Agreement that increase opportunities for casino gambling except by Act of Parliament

- (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).

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.
- (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

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

- (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.
- (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:
 - (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:
- (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);
 - (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.

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).
- (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.
- (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,—

- (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
- (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.

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—

- (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.

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:

New Zealand International
Convention Centre Act 2013:
section 15

New Zealand International
Convention Centre, NZICC

Schedule 1

Text of regulatory concessions

ss 4, 6

This is an extract from the Agreement.

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

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.
 - 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.
 - 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.
 - 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:

- 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.
- 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.
- 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).

Schedule 6 of Agreement

Increase in Area of Casino Venue

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:

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);

- (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);
- (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);
- (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);
- (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);
- (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);
- (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.

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.

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

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

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.

- 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.
 - 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.
 - 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:
 - (a) up to 240 additional Automated Table Game terminals which may

- 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.
- 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”;
- 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);
- 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.
- vii amending condition 6A to refer to “condition 6, condition 6AA and condition 6AAA”;
- 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:
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.
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.

- 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;
 - 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
 - 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).
- c If the Regulatory Concessions are removed prior to 30 June 2048 pursuant to the terms of this Agreement:
 - 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);
 - 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

- 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.
 - 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.
 - 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.
- 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
 - 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-

- 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.
- 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.
- 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.
- 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

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	Introduction (Bill 140–1)
11 July 2013	First reading and referral to Commerce Committee
21 October 2013	Report of the Commerce Committee (Bill 140–2)
5 November 2013	Second reading
6 November 2013	Committee of the whole House
12 November 2013	Third reading
18 November 2013	Royal assent

This Act is administered by the Ministry of Business, Innovation, and Employment.
