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**Gaming Machines—Responsible  
Gambling Agreements—Prescription  
Notice 2011**

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**SOUTH AUSTRALIA**

**GAMING MACHINES ACT 1992**

**GM Notice No. 7 of 2011**  
**Gaming Machines—Responsible Gambling**  
**Agreements—Prescription Notice 2011**

*[26 May 2011]*

The Independent Gambling Authority publishes this notice under section 10A of the *Gaming Machines Act 1992*:

**1. Citation, commencement, authorising provisions**

- (1) This notice may be cited as the Gaming Machines—Responsible Gambling Agreements—Prescription Notice 2011.
- (2) This notice comes into operation on 1 June 2011.
- (3) This notice is authorised by section 10A(1)(f) of the *Gaming Machines Act 1992*.

**2. Purpose**

This notice prescribes the forms of responsible gambling agreement.

**3. Responsible gambling agreements**

- (1) The form of agreement set out in Schedule 1 is prescribed as the form of a responsible gambling agreement.
- (2) Without limiting sub-clause (1), an agreement—
  - (a) made prior to the day on which section 57(3) of the *Gaming Machines (Miscellaneous) Amendment Act 2010* comes into operation between a licensee and one of—
    - (i) Club Safe Limited, ACN 120 845 365; and
    - (ii) Hotels Responsible Gambling Early Intervention Agency Limited (also known as Gaming Care), ACN 117 158 282; and
  - (b) which is a responsible gambling agreement for the purposes of clause 2A(2)(b) of the Gaming Machines Responsible Gambling Code of Practice—

is deemed to be an agreement in the form prescribed as the form of a responsible gambling agreement.

*Gaming Machines Act 1992*  
*Gaming Machines—Responsible Gambling Agreements—*  
*Prescription Notice 2011*

**Clause 3**

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- (3) For the avoidance of doubt, an agreement will be regarded as following the form set out in Schedule 1 notwithstanding immaterial departures from that form, including—
- (a) that the actual name of a party is used in substitution for the short form reference appropriate to that party (and *vice versa*);
  - (b) that the document contains a provision revoking an earlier similar agreement between the parties or stating that the agreement supersedes such an agreement.
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**Schedule 1**

**FORM OF RESPONSIBLE GAMBLING AGREEMENT**

**Parties**

This agreement is between:

*[name, address, etc of body recognised for the purposes of section 10B]*  
“Recognised Industry Body”

*[name, address, etc of holder of gaming machine licence]*  
“gambling provider”

**Recitals**

- A Various provisions of the *Gaming Machines Act 1992*, and of the mandatory advertising and responsible gambling codes of practice prescribed to apply to the holders of gaming machine licences under that Act, allow certain exemptions and privileges to a licensee which has entered into a responsible gambling agreement.
- B *[name of body recognised for the purposes of section 10B]* has been recognised as a person with whom the holder of a gaming machine licence may enter into a responsible gambling agreement, for the purposes of section 10B(1)(a) of the *Gaming Machines Act 1992*. This document is in the form prescribed, for the purposes of section 10A(1)(f) of the *Gaming Machines Act 1992*, for a responsible gambling agreement.
- C This document has been provided to the gambling provider on the basis that, upon the execution and return to *[name of body recognised for the purposes of section 10B]*, *[name of body recognised for the purposes of section 10B]* and the gambling provider will be parties to a responsible gambling agreement.
- D The gambling provider will enjoy the benefit of the exemptions and privileges available to the holder of a gaming machine licence during any period when the gambling provider is a party to, and is fully compliant with, the terms of this agreement.
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*Gaming Machines Act 1992*  
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**Schedule 1**

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**Term**

This agreement commences on *[insert date of execution by last party]* and continues until terminated in accordance with this agreement.

**1. Conditions**

- 1.1. The gambling provider hereby agrees to—
- (a) provide the Recognised Industry Body, its employees and agents with free and unrestricted access to the gambling provider's premises, staff and patrons at all times the premises are open for business;
  - (b) undertake to its staff that they will in no way be the subject of prejudice or unfavourable treatment due to making reports of problem gambling behaviour or suspected problem gambling behaviour;
  - (c) implement such smartcard or pre-commitment programs as are approved by the Independent Gambling Authority and by the Minister for Gambling;
  - (d) facilitate the comprehensive annual and periodic reporting to the Authority by the Recognised Industry Body of its activities in respect of the gambling provider's business.
- 1.2. The Recognised Industry Body will assist the gambling provider with its obligations to conduct its gambling business in a responsible manner, will facilitate those things which the codes of practice allow to be facilitated and will, subject to clause 2 Termination, maintain this agreement with the gambling provider so long as the gambling provider is fully compliant with this agreement.

**2. Termination.**

- 2.1. The parties agree that this agreement may be terminated in accordance with the following provisions.
- 2.2. This agreement may be terminated without notice if:
- (a) the Recognised Industry Body ceases to be a recognised industry body;
  - (b) the gambling provider ceases to hold a gaming machine licence for the premises referred to in this agreement.
- 2.3. Either party (Terminating Party) may terminate this agreement immediately by notice in writing if the other party is in breach of a material term of this agreement and such breach is not remedied within 30 days of written notification by the Terminating Party, such notification including what the Terminating Party reasonably requires to be done to remedy the breach.
- 2.4. Without limiting clause 2.3, the Recognised Industry Body may give a 30 day notice to the gambling provider if the Recognised Industry Body determines the gambling provider to be consistently non responsive or uncooperative to requests, suggestions or advice provided by the Recognised Industry Body as to the maintenance, enhancement or improvement of the gambling provider's product in terms of responsible practices.
- 2.5. Either party may terminate this agreement by giving 90 days notice in writing to the other party.

*[Execution clauses for execution as an agreement]*

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