

Gambling and Racing Control (Code of Practice Deed of Exclusion) Approved Form AF2004-37

Approved by the Commission on 27 August 2004 under the

Gambling and Racing Control Act 1999, section 53D

Gambling and Racing Control (Code of Practice) Regulations 2002 — Form 3

(Sch 1, Cl 13)

Australian Capital Territory

DEED OF EXCLUSION

This Deed of Exclusion is made on the day of20.....

BETWEEN the **Applicant:**

.....
Name of Person seeking exclusion

.....

.....

.....
Address of Person seeking exclusion

AND the **Licensee of each Nominated Facility listed in Schedule 1 hereto.**

INTERPRETATION

In this Deed:

“**Applicant**” means the person requesting the Deed of Exclusion be executed.

“**Commission**” means the ACT Gambling and Racing Commission established under Part 2 of the *Gambling and Racing Control Act 1999*.

“**Gambling Facility**” means a place defined as a gambling facility in the Dictionary to the Gambling and Racing Control (Code of Practice) Regulations 2002.

“**Licensee**” means the licensee of a gambling facility as defined in Regulation 5 of the Regulations and/or its servants, agents and legal representatives.

“**Nominated Facility**” means each gambling facility listed in Schedule 1 of this Deed.

“**Nominated Licensee**” means the licensee of a Nominated Facility.

“**Receiving Licensee**” means the licensee receiving the Deed of Exclusion under sub-clause 13(5) of the Code of Practice in Schedule 1 of the *Gambling and Racing Control (Code of Practice) Regulations 2002*.

OPERATIVE CLAUSES

Pursuant to Clause 13 of the *Gambling and Racing Control Code of Practice* (“the Code”) contained in Schedule 1 of the *Gambling and Racing Control (Code of Practice) Regulations 2002* (the “Regulations”), the Applicant agrees to abide by the following provisions:

1. I understand and request that exclusion from each Nominated Facility remains in force for a period of (effective from the date of execution of this Deed).
2. I agree not to seek entry to or attempt to enter or utilise or attempt to utilise any of the Nominated Facilities for the duration of the period stated in clause 1 of this Deed.
3. I understand that the licensee may remove me from, or prevent me from entering, the relevant Nominated Facility and I authorise the licensee to prevent me from entering or to remove me from the relevant Nominated Facility.
4. I agree to provide the licensee with a photograph and other identification sufficient to enable the licensee to identify me.
5. I authorise the licensee to retain and display or disseminate a copy of my photograph and other details and to allow access to that material for the purpose of identification by the licensee but not for access or display to the general public.

6. I understand that pursuant to clause 18 of the Code my personal details and the details of the exclusion will be placed on a Register held by the licensee.
7. I understand that if I hold an account with a Nominated Facility that the licensee of that Facility will not allow me or anyone else to use that account for the duration of the Deed.
8. I understand that exclusion by this Deed is voluntary and does not place any obligation, duty or responsibility on any other person or body other than myself and I further understand that the Deed is not a contract and it in no way binds the licensee.
9. I agree to release, and covenant not to sue the Commission, the licensees or their servants, agents, contractors and the legal representatives of such persons ("the released persons") from all actions, suits, claims, demands whatsoever, which but for this Deed, could now or hereafter be asserted, brought or made by me, or by anyone on my behalf, arising from any damage or injury or otherwise caused directly or indirectly as a result of any act, default, or omission of the released persons in relation to the matters contained in this Deed.
10. I acknowledge that the contents of this Deed have been read and explained to me and I accept the effect of the Deed and the obligations, duties and/or responsibilities placed on me by the matters set out in the Deed.
11. I acknowledge that the information contained in this Deed and copies of this Deed will be provided to those servants, agents and legal representatives of the Licensee to whom the Licensee deems necessary to provide the information.
12. I acknowledge that copies of this Deed will be provided to all Nominated Facilities listed in the Schedule to this Deed.

.....
Applicant

.....
Receiving Licensee

of
Gambling Facility

.....
Nominated Licensee

of
Gambling Facility

