

**IN THE FEDERAL COURT OF AUSTRALIA (FCA)
VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA
FAIR WORK DIVISION**

No: VID798/2012

NOTICE OF FILING

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District Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



★ **Date:** 15/10/2012

Registrar

Warwick Soden

Note

This Notice forms part of the document and contains information that might otherwise appear elsewhere in the document. The Notice must be included in the document served on each party to the proceeding.



Statement of claim

No. of 2012

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

GENERAL MANAGER OF FAIR WORK AUSTRALIA

Applicant

CRAIG THOMSON

Respondent

Table of Contents

A. THE PARTIES	7
B. THE HSU	9
C. THE RESPONDENT'S STATUTORY DUTIES RELATING TO FINANCIAL MANAGEMENT OF THE HSU	11
Section 285(1) – duty of care and diligence	11
Section 286(1) – duty of good faith	11
Section 287(1) – duty not to use position improperly	12
D. HSU RULES RELATING TO FINANCIAL MANAGEMENT OF THE HSU	12
National Council.....	12
National Executive	13
National Secretary	13
Trustees.....	14
National funds and property	15
Finance Committee.....	16
E. PARTICULAR OBLIGATIONS ARISING FROM THE HSU RULES	16
E.1.Obligation relating to expenditure of HSU funds.....	16

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E.2.Obligation relating to approval of donations by HSU	16
E.3.Obligation relating to disclosure of donations by HSU	17
Obligation on HSU under RAO Schedule section 237	17
Consequent obligation on Respondent under HSU Rule 32(f)	17
E.4.Obligations relating to employment of staff by HSU	18
F. CONTRAVENTIONS RELATING TO EXPENDITURE BY THE RESPONDENT USING HSU NATIONAL OFFICE CREDIT CARDS	18
F.1.Credit cards issued to the Respondent by HSU National Office	18
F.2.Purchase of escort services	19
Purchases before the commencement of the RAO Schedule on 12 May 2003	19
Purchases after the commencement of the RAO Schedule on 12 May 2003	21
Escort transactions involving cash withdrawals using the CT CBA Mastercard	26
Purpose and authorisation of escort expenditure	31
Contravention of HSU Rule 36(b).....	32
Contravention of section 287(1)	32
Contravention of section 286(1)	33
Damage to HSU.....	34
F.3.Use of credit cards to make \$102,337.45 in cash withdrawals.....	35
The cash withdrawals	35
Contravention of section 287(1)	39
Contravention of section 286(1)	40
Contravention of section 285(1)	41
F.4.Expenditure while on annual leave with spouse – 16-19 September 2005	42
Contravention of HSU Rule 36(b).....	43
Contravention of section 287(1)	43
Contravention of section 286(1)	44
Damage to HSU.....	45
F.5.Expenditure on spousal travel	46
Expenditure on Christa Thomson.....	46
Expenditure on Alison Soutar.....	55
Purpose and authorisation of spousal travel expenditure	56
Contravention of HSU Rule 36(b).....	56
Contravention of section 287(1)	57
Contravention of section 286(1)	58

Contravention of section 285(1)	59
Damage to HSU.....	60
G. CONTRAVENTIONS CONCERNING EXPENDITURE RELATING TO THE ELECTORATE OF DOBELL.....	60
G.1. Background	60
G.2. Employment of Criselee Stevens.....	61
Employment.....	61
Credit card expenditure.....	63
Purpose and authorisation of employment and expenditure.....	64
Contraventions of HSU Rules	65
Contravention of section 287(1)	65
Contravention of section 286(1)	66
Contravention of section 285(1)	67
Damage to HSU.....	69
G.3. Employment of Matthew Burke	69
Employment.....	69
Credit card expenditure.....	71
Other expenditure on Burke	71
Purpose and authorisation of employment and expenditure.....	73
Contravention of HSU Rules	74
Contravention of section 287(1)	75
Contravention of section 286(1)	76
Contravention of section 285(1)	77
Damage to HSU.....	79
G.4. Direct expenditure on or associated with the Respondent's campaign for Dobell.....	79
Payments to ALP Dobell FEC	79
Campaign office.....	79
Campaign bus.....	82
Campaign postage expenses.....	82
ALP Advertising	83
Radio advertising	83
Printing expenses	85
Purpose and authorisation of Dobell campaign expenditure.....	86
Contravention of HSU Rule 36(b).....	87
Contravention of section 287(1)	87
Contravention of section 286(1)	88

Contravention of section 285(1)	89
Damage to HSU.....	90
G.5.Coastal Voice	90
Establishment of and involvement in Coastal Voice	90
Work done by Stevens for Coastal Voice	92
Work done by Burke for Coastal Voice.....	93
Expenditure of HSU funds on Coastal Voice	93
Purpose and authorisation of expenditure on Coastal Voice	95
Contravention of HSU Rule 36(b).....	96
Contravention of section 287(1)	97
Contravention of section 286(1)	98
Contravention of section 285(1)	99
Damage to HSU.....	100
G.6.Golden Years Collectables	100
Golden Years Collectables expenditure	100
Purpose and authorisation	101
Contravention of HSU Rules	102
Contravention of section 287(1)	102
Contravention of section 286(1)	103
Contravention of section 285(1)	104
Damage to HSU.....	106
G.7.Dads in Education Father's Day Breakfast.....	106
Donations	106
Purpose and authorisation	107
Contravention of HSU Rules	108
Contravention of section 287(1)	108
Contravention of section 286(1)	109
Contravention of section 285(1)	110
G.8.Central Coast Convoy for Kids.....	111
Donation	111
Purpose and authorisation	112
Contravention of HSU Rules	113
Contravention of section 287(1)	113
Contravention of section 286(1)	114
Contravention of section 285(1)	115

G.9. Central Coast Rugby League.....	116
Contravention of HSU Rule 36(b).....	117
Contravention of section 285(1)	117
G.10. Failure to cause HSU to disclose donations.....	118
Obligation to disclose Central Coast Convoy and Golden Years Collectables donations	118
Non-disclosure of donations.....	119
Contravention of HSU Rule 32(f).....	119
Contravention of section 285(1)	119
G.11. Annual leave while campaigning for Dobell in October and November 2007	120
Contravention of HSU Rule 32(e).....	120
Contravention of section 285(1)	121
H. OTHER CONTRAVENTIONS CONCERNING THE HSU NATIONAL OFFICE	122
H.1. Employment of other National Office staff	122
Nicole Rodger	122
Karinda Flavell	122
Struan Robertson.....	123
Mark McLeay	123
Belinda Ord.....	124
H.2. Failure to prepare policies and procedures	125
Policies and procedures relating to credit cards	125
Contravention of section 285(1)	128
Policies and procedures concerning travel-related expenditure	128
Contravention of section 285(1)	132
H.3. Payments relating to National Council meetings	132
Fares and expenses of Branch delegates to National Council meetings	132
2006 National Council Meeting	132
2007 National Council Meeting	133
H.4. Payment to Julie Williamson Fundraising Appeal.....	134
Contravention of HSU Rule 36(b).....	135
Contravention of section 285(1)	135
ANNEXURE A – LIST OF CASH WITHDRAWALS BY RESPONDENT ON CBA MASTERCARD.....	138

ANNEXURE B – EXPENDITURE ON DINERS CLUB CARD ISSUED TO CRISELEE STEVENS	154
ANNEXURE C – EXPENDITURE ON DINERS CLUB CARD ISSUED TO MATTHEW BURKE	165
ANNEXURE D – DINING AND ENTERTAINMENT EXPENDITURE IN MELBOURNE ON RESPONDENT’S CREDIT CARDS BETWEEN 2002 AND NOVEMBER 2005.....	169
ANNEXURE E – DINING AND ENTERTAINMENT EXPENDITURE IN NSW ON RESPONDENT’S CREDIT CARDS FROM DECEMBER 2005 TO 2007.....	175
ANNEXURE F – DINING AND ENTERTAINMENT EXPENDITURE ON RESPONDENT’S CREDIT CARDS WHILE TRAVELLING OUTSIDE MELBOURNE FROM 2002 TO NOVEMBER 2005.....	179
ANNEXURE G – DINING AND ENTERTAINMENT EXPENDITURE ON RESPONDENT’S CREDIT CARDS WHILE TRAVELLING OUTSIDE NSW BETWEEN DECEMBER 2005 AND 2007	183
ANNEXURE H – FLIGHTS, VALET PARKING AND ACCOMMODATION EXPENDITURE BY RESPONDENT FOR TRAVEL TO MELBOURNE BETWEEN DECEMBER 2005 AND 2007	186
ANNEXURE I – ACCOMMODATION EXPENDITURE FOR TRAVEL TO SYDNEY BETWEEN DECEMBER 2005 AND 2007.....	192

A. THE PARTIES

1. The Applicant is:

- a. appointed by the Governor-General by written instrument under section 660 of the *Fair Work Act 2009* (Cth) (**FW Act**) to the office of General Manager of Fair Work Australia established by section 656 of the FW Act;

PARTICULARS

The Applicant was appointed by written instrument dated 24 February 2012, a copy of which is in the possession of the Applicant's solicitors and may be inspected by appointment.

- b. empowered by section 310(1) of the *Fair Work (Registered Organisations) Act 2009* (Cth) (**FWRO Act**) to apply to this Court for orders under Chapter 10 Part 2 of the FWRO Act.

Note on legislative terminology –

The FWRO Act has the following relevant history:

<u>Time period</u>	<u>Relevant legislative history</u>
All relevant times before 12 May 2003	The provisions governing registered organisations were contained in Part IX of the <i>Workplace Relations Act 1996</i> (Cth) (WR Act).
12 May 2003 to 26 March 2006	The provisions governing registered organisations were contained in Schedule 1B of the WR Act (RAO Schedule). This change was brought about by the <i>Workplace Relations Amendment (Registration and Accountability of Organisations) Act 2002</i> (Cth).
27 March 2006 to 30 June 2009	The RAO Schedule was renumbered as Schedule 1 of the WR Act. This change

was brought about by the *Workplace Relations Amendment (Work Choices) Act 2005* (Cth).

Since 1 July 2009

From 1 July 2009 the WR Act was renamed the FWRO Act and amended so that the RAO Schedule became the main body of the FWRO Act, with the section numbers remaining unchanged. This change was brought about by Schedules 1 and 22 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

In this pleading, the term **Registered Organisations Provisions** will be used to refer collectively to these provisions as in force from time to time, except where the context requires specific reference to the WR Act, the RAO Schedule or the FWRO Act as the case may be.

2. The Respondent:

a. was, from 16 August 2002 to 14 December 2007:

i. the National Secretary of an organisation registered under the Registered Organisations Provisions called:

1. between 16 August 2002 and 3 September 2006, Health Services Union of Australia;
2. between 4 September 2006 and 14 December 2007, Health Services Union;

(collectively, **HSU**); and

ii. the holder of an office of the HSU, and therefore an officer of the HSU, within the meaning of:

1. between 16 August 2002 and 11 May 2003, section 4(1) of the WR Act;

2. between 12 May 2003 and 14 December 2007, sections 6 and 9(1)(a) of the RAO Schedule;
- b. resided:
- i. between 16 August 2002 and about November 2005, in Melbourne;
 - ii. from about November 2005 to 14 December 2007, on the Central Coast of New South Wales (**NSW**);
- c. is, and has since about December 2007 been, the Member of the House of Representatives for the federal electoral division of Dobell.

PARTICULARS

The electoral division of Dobell is located on the Central Coast of NSW.

B. THE HSU

3. From 16 August 2002 to 14 December 2007, the HSU:
 - a. had rules (**HSU Rules**);

PARTICULARS

Copies of the HSU Rules have been certified as correct under section 161 of the FWRO Act as at each of the following dates:

	<i>Date of HSU Rules</i>	<i>Date that certification occurred</i>
i.	24 May 2002	30 July 2012
ii.	21 November 2003	30 July 2012
iii.	23 April 2004	30 July 2012
iv.	4 August 2004	30 July 2012
v.	14 September 2004	7 May 2012

vi.	30 March 2006	7 May 2012
vii.	9 June 2006	7 May 2012
viii.	4 September 2006	9 May 2012
ix.	31 January 2008	9 May 2012

A copy of each of these documents is in the possession of the Applicant's solicitors and may be inspected by appointment.

Note on numbering of HSU Rules –

Between 30 March and 8 June 2006, the numbering of the HSU Rules changed slightly. The numbering used in this pleading reflects the numbering of the HSU Rules between 16 August 2002 and 29 March 2006, and between 9 June 2006 and 14 December 2007, except where otherwise indicated.

- b. had a National Council, consisting of:
 - i. the National President, the National Vice-President, the two National Trustees, the National Secretary, the Senior National Assistant Secretary and the National Assistant Secretary of the HSU (**National Officers**); and
 - ii. delegates elected by and from each branch of the HSU (HSU Rule 20).
- c. had a National Executive, consisting of:
 - i. the National Officers; and
 - ii. the Branch Secretary of each branch of the HSU (HSU Rule 26);
- d. had a National Office, that:
 - i. from 16 August 2002 to 14 December 2007, was based at premises in Melbourne; and

- ii. from about late 2005 to 14 December 2007, had additional premises in Sydney.

PARTICULARS

From 16 August 2002 to 14 December 2007, the National Office was based at premises co-located with the HSU Victoria No 1 Branch in Melbourne.

In or about late 2005, and at or about the time the Respondent relocated from Melbourne to the Central Coast of NSW, the Respondent arranged for the National Office to obtain additional premises at 803/70 Pitt Street, Sydney.

C. THE RESPONDENT'S STATUTORY DUTIES RELATING TO FINANCIAL MANAGEMENT OF THE HSU

Section 285(1) – duty of care and diligence

- 4. From 12 May 2003 to 14 December 2007, section 285(1) of the RAO Schedule required the Respondent to exercise his powers and discharge his duties, related to the financial management of the HSU, with the degree of care and diligence that a reasonable person would exercise if he or she:
 - a. were an officer of a registered organisation in the HSU's circumstances; and
 - b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the National Secretary of the HSU.

Section 286(1) – duty of good faith

- 5. From 12 May 2003 to 14 December 2007, section 286(1) of the RAO Schedule required the Respondent to exercise his powers and discharge his duties, related to the financial management of the HSU:
 - a. in good faith in what he believed to be the best interests of the HSU; and
 - b. for a proper purpose.

Section 287(1) – duty not to use position improperly

6. From 12 May 2003 to 14 December 2007, section 287(1) of the RAO Schedule required the Respondent not improperly to use his position, in relation to the financial management of the HSU:
- a. to gain an advantage for himself or someone else; or
 - b. to cause detriment to the HSU or to another person.

D. HSU RULES RELATING TO FINANCIAL MANAGEMENT OF THE HSU

7. From 16 August 2002 to 14 December 2007 (except where otherwise indicated below), the HSU Rules relevantly provided, in relation to the financial management of the HSU:

National Council

- a. the National Council shall, subject to the HSU Rules and the control by the members as thereafter mentioned in the HSU Rules, be the supreme governing body of the HSU and have the management and control of the affairs of the HSU and, without limiting the generality of the foregoing, shall in particular have power:
 - i. to fix the remuneration and terms and conditions of employment of the National Officers (HSU Rule 21(c));
 - ii. to fix the remuneration to be paid to any National Returning Officer (HSU Rule 21(d));
 - iii. to appoint and remove such National Industrial Officers and Research Officers and other types or category of officials as it deems necessary and to fix the remuneration and terms and conditions of employment of the same (HSU Rule 21(e));
 - iv. to appoint a National Auditor and to fix the remuneration to be paid to the same (HSU Rule 21(i));
 - v. to delegate its authority on all routine or other matters to the National Executive (HSU Rule 21(j));

- vi. to direct the investment of the funds of the HSU (HSU Rule 21(m));
 - vii. to dispose of or transfer any of the funds of the HSU or any securities in which the funds of the HSU have been invested (HSU Rule 21(n));
- b. fares and expenses of Branch delegates to National Council were to be paid by the Branch concerned (HSU Rule 24);

National Executive

- c. the National Executive:
- i. shall, subject to the HSU Rules and to the decisions of the National Council and to the control of members as thereafter mentioned in the HSU Rules, have power to conduct and manage the affairs of the HSU including the power to set the wages and conditions of the National Office Staff; and
 - ii. between meetings of the National Council may exercise all the powers of the National Council (except the power to grant life membership and the power to make, add to, amend, rescind and/or otherwise alter the HSU Rules);

(HSU Rule 27(a))

National Secretary

- d. the National Secretary shall:
- i. keep or cause to be kept correct minutes of all meetings of the National Council and National Executive (HSU Rule 32(b));
 - ii. keep or cause to be kept the records required to be kept by an organisation pursuant to the provisions of the Industrial Relations Act 1988 (from 16 August 2002 to 29 March 2006) or the Workplace Relations Act 1996 (from 30 March 2006 to 14 December 2007) or as amended from time to time (HSU Rule 32(e));

- iii. lodge and file with and furnish to the Industrial Registrar all such documents as are required to be lodged, filed or furnished under the said Act at the prescribed times and in the prescribed manner (HSU Rule 32(f));
- iv. receive all monies on behalf of the HSU and pay the same within seven days of receipt into the Commonwealth Bank (from 16 August 2002 to 29 March 2006) or the HSU bank account (from 30 March 2006 to 14 December 2007) to the credit of the HSU and enter into a book kept for that purpose particulars of all amounts received and paid to such bank (HSU Rule 32(g));
- v. draw up a report and balance sheet to be submitted to the National Council at its biennial meeting (from 16 August 2002 to 29 March 2006) or annual meeting (from 30 March 2006 to 14 December 2007) and forward a copy of the same to each branch (HSU Rule 32(h));
- vi. submit his/her books, accounts and receipts annually or as often as may be required by the National Council or National Executive to the auditors and to give them such assistance as they may require in the audit (HSU Rule 32(i));
- vii. be responsible for the books, records, property and moneys of the HSU and, within 48 hours of receiving a request from the National Council to do so, deliver to the National Council such books, records, property and moneys (HSU Rule 32(j));
- viii. between meetings of the National Executive, control and conduct the business of the HSU (HSU Rule 32(n));
- ix. carry out such other duties as the National Council or National Executive may from time to time assign to him/her (HSU Rule 32(t));

Trustees

- e. the Trustees of the HSU shall invest the funds of the HSU and otherwise deal with the property and funds of the HSU as they may from time to time be directed by the National Council or National Executive (HSU Rule 34);

National funds and property

- f. the funds and property of the HSU shall be controlled by the National Council and the National Executive (HSU Rule 36(b));
- g. both the National Council and the National Executive shall have power to expend the funds of the HSU for the purposes of carrying out the objects of the HSU (HSU Rule 36(b));
- h. all cheques drawn on the funds of the HSU shall be signed by two officers of the HSU and at least one Trustee (HSU Rule 36(b));
- i. for the expenditure of the funds of the HSU on the general administration of the HSU and for purposes reasonably incidental to the general administration of the HSU, the prior authority of the National Council or the National Executive shall not be necessary before cheques are signed or accounts paid (HSU Rule 36(b));
- j. the HSU shall not make any loan, grant or donation of any amount exceeding \$1,000 unless the National Council or the National Executive of the HSU:
 - i. has satisfied itself:
 - 1. that the making of the loan, grant or donation would be in accordance with the other rules of the Union; and
 - 2. in relation to a loan, that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory; and
 - ii. has approved the making of the loan, grant or donation;

but these requirements shall not apply to or in relation to payments made by the HSU by way of provision for, or reimbursement of, out of pocket expenses incurred by persons for the benefit of the HSU (HSU Rule 36(g), 36(h));

Note –

Between 16 August 2002 and 29 March 2006, HSU Rule 36(g) was wrongly numbered HSU Rule 36(f).

Finance Committee

(from 30 March 2006 to 14 December 2007 only)

- k. a Finance Committee consisting of the National Secretary, the National Trustees and two ordinary members of the National Executive shall meet regularly to receive a report and recommendations from the National Secretary in relation to the current state of the HSU's finances (HSU Rule 46);
- l. such a report will include details of HSU income and expenditure and set and monitor budget targets if necessary (HSU Rule 46);
- m. the Finance Committee may refer a matter to the National Executive (HSU Rule 46).

E. PARTICULAR OBLIGATIONS ARISING FROM THE HSU RULES

E.1. OBLIGATION RELATING TO EXPENDITURE OF HSU FUNDS

- 8. By reason of the matters alleged in paragraph 7.f and 7.i above, the Respondent was obliged by HSU Rule 36(b) not to expend funds of the HSU unless the expenditure:
 - a. had been authorised by the National Council or the National Executive; or
 - b. was expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

E.2. OBLIGATION RELATING TO APPROVAL OF DONATIONS BY HSU

- 9. By reason of the matters alleged in paragraph 7.j above, the Respondent was obliged by HSU Rule 36(g) not to cause the HSU to make any grant or donation exceeding \$1,000 unless the National Council or the National Executive:
 - a. had satisfied itself that the making of the grant or donation would be in accordance with the other rules of the HSU; and

- b. had approved the making of the grant or donation;

unless the grant or donation was a payment made by the HSU by way of provision for, or reimbursement of, out of pocket expenses incurred by persons for the benefit of the HSU.

E.3. OBLIGATION RELATING TO DISCLOSURE OF DONATIONS BY HSU

Obligation on HSU under RAO Schedule section 237

10. Between 12 May 2003 and 14 December 2007, the HSU was required, by section 237 of the RAO Schedule, to lodge in the Industrial Registry, within 90 days after the end of each financial year (or such longer period as the Registrar allows), a statement showing the following particulars in relation to each grant or donation of an amount exceeding \$1,000 made by the HSU during the financial year:
 - a. the amount of the grant or donation;
 - b. the purpose for which the grant or donation was made; and
 - c. except where the grant or donation was made to relieve a member of the HSU, or a dependant of a member of the HSU, from severe financial hardship – the name and address of the person to whom the grant or donation was made.

(Statement of Grants and Donations)

PARTICULARS

'Financial year' meant the period of 12 months commencing on 1 July each year and ending on 30 June the following year: RAO Schedule section 6 and HSU Rule 36(f).

Consequent obligation on Respondent under HSU Rule 32(f)

11. By reason of the matters alleged in paragraph 7.d.iii and 10 above, between 12 May 2003 and 14 December 2007, the Respondent was obliged by HSU Rule 32(f) to lodge and file with, and furnish to, the Industrial Registrar the Statement of Grants and Donations in accordance with section 237 of the RAO Schedule.

E.4. OBLIGATIONS RELATING TO EMPLOYMENT OF STAFF BY HSU

12. By reason of the matters alleged in paragraph 7.a.iii, 7.c, 7.d.viii, 7.f and 7.i above:

- a. the power of the Respondent to employ staff was limited, by HSU Rules 21(e), 32(n) and 36(b), to employing staff:
 - i. where the decision to employ staff was incidental to his function of controlling and conducting the business of the HSU between National Executive meetings (that being the scope of the power conferred by HSU Rule 32(n)); and
 - ii. where expenditure on such staff constituted expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU (being a limitation imposed by HSU Rule 36(b)); and
 - iii. where such staff were not National Industrial Officers, National Research Officers or such other types or categories of officials as the National Council deemed necessary to appoint (meaning that they were not subject to an implied limitation on the power of the Respondent arising from HSU Rule 21(e));
- b. further, the Respondent was obliged, by an implied obligation arising from HSU Rule 27(a), to report the employment, and proposed wages and conditions, of staff referred to in subparagraph (a) above to the National Executive, for determination by the National Executive of their wages and conditions; and
- c. further, the Respondent was obliged, by HSU Rules 21(e), 27(a), 32(n) and 36(b), to seek the authorisation of the National Council or the National Executive to employ staff other than staff referred to in subparagraph (a) above.

F. CONTRAVENTIONS RELATING TO EXPENDITURE BY THE RESPONDENT USING HSU NATIONAL OFFICE CREDIT CARDS

F.1. CREDIT CARDS ISSUED TO THE RESPONDENT BY HSU NATIONAL OFFICE

13. At or about the time he became National Secretary of the HSU, the Respondent was issued with the following credit cards by the HSU:

- a. a Diners Club card, with account number:
 - i. 3643 655548 0080, between October 2002 and January 2005;
 - ii. 3643 655548 2979, between February 2005 and April 2008;(collectively, the **CT Diners Club Card**);
 - b. a Commonwealth Bank of Australia (**CBA**) Mastercard with account number 5587 0131 6388 0019 (**CT CBA Mastercard**);
- (collectively, the **CT Credit Cards**).

14. By reason of the matters alleged in paragraph 7.f, 7.i and 8 above, the Respondent was permitted to use the CT Credit Cards only to incur expenditure that was either:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

F.2. PURCHASE OF ESCORT SERVICES

Purchases before the commencement of the RAO Schedule on 12 May 2003

February 2003 – Aboutoun Catering

15. On or about 17 February 2003, the Respondent:
- a. flew from Melbourne to Sydney;
 - b. had both the CT Credit Cards in his possession;
 - c. spent the night in Sydney.
16. On or about 18 February 2003, the Respondent flew from Sydney to Melbourne.
17. The Respondent:

- a. flew from Melbourne to Perth on or about 21 February 2003;
- b. stayed in Perth between 21 and 26 February 2003;
- c. had both the CT Credit Cards in his possession throughout that time;
- d. on or about 25 and 26 February 2003, attended a meeting of the National Executive of the HSU.

18. Either:

- a. on or about 17 or 18 February 2003, while the Respondent was in Sydney as alleged in paragraph 15 above; or
- b. between 21 to 26 February 2003, while the Respondent was in Perth as alleged in paragraph 17 above;

the Respondent used the CT CBA Mastercard to purchase escort services from an escort agency called Aboutoun Catering, costing \$330.00.

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
26 February 2003	"ABOUTOUN CATERING NORTH SYDNEY AUS"	\$330.00

March 2003 – Keywed Pty Ltd / Sydney Outcalls

19. On 10 March 2003, the Respondent:

- a. had both the CT Credit Cards in his possession;
- b. spent the night in Sydney;

- c. stayed at the Merchant Court Hotel (subsequently renamed the Swissotel Sydney), which is located in the Central Business District (**CBD**) of Sydney at 68 Market Street (**Swissotel**).
20. On or about 10 or 11 March 2003, the Respondent used the CT Credit Cards to make two purchases of escort services from an escort agency called Sydney Outcalls, operated by Keywed Pty Ltd, each costing \$570.00.

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
11 March 2003	“KEYWED PTY LTD RESTAUR SURRY HILLS AUS”	\$570.00

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
11 March 2003	“**KEYWED PTY LTD ABN 64003468451”	\$570.00

Keywed Pty Ltd operated from 573 Elizabeth Street, Surry Hills.

Purchases after the commencement of the RAO Schedule on 12 May 2003

April 2005 – Keywed Pty Ltd / Sydney Outcalls

21. On or about 6 April 2005, the Respondent:
- a. flew from Melbourne to Sydney;
 - b. stayed the night at the Swissotel.
22. On or about 7 April 2005, the Respondent:

- a. attended a meeting of the National Executive at the Swissotel;
 - b. had both the CT Credit Cards in his possession;
 - c. had his mobile phone in his possession;
 - d. stayed the night at the Swissotel.
23. On or about 7 and 8 April 2005, the Respondent used his mobile phone to make the following telephone calls from the CBD of Sydney to the Sydney Outcalls escort agency, using the telephone number for "Sydney Escorts – Room Service":
- a. a telephone call at 11.13pm on 7 April 2005 lasting approximately 3 minutes 30 seconds; and
 - b. a further telephone call at 12:05am on 8 April 2005 lasting approximately 30 seconds.

PARTICULARS

The Respondent's mobile telephone number was 0419 498 691. The two calls identified above were made from the Respondent's mobile telephone to number (02) 9699 7018, which was the telephone number of the Sydney Outcalls escort agency for "Sydney Escorts – Room Service".

24. Between 6 and 8 April 2005, the Respondent used the CT Credit Cards to purchase escort services from the Sydney Outcalls escort agency operated by Keywed Pty Ltd, at a total cost of \$2,475.00.

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
9 April 2005	"KEYWED PTY LTD RESTAUR SURRY HILLS AUS"	\$2,475.00

Particular of CT Diners Club Card transactions:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>	<i>Debit or credit</i>
7 April 2005	"KEYWED PTY LTD ABN 64003468451"	\$570.00	Debit
8 April 2005	As above	-\$570.00	Credit
8 April 2005	As above	\$550.00	Debit
8 April 2005	As above	\$550.00	Debit
8 April 2005	As above	-\$550.00	Credit
8 April 2005	As above	-\$550.00	Credit

May 2005 – Internat Immobiliare / The Boardroom

25. The Respondent:
- a. was present in Sydney from 6 to 8 May 2005;
 - b. had both the CT Credit Cards in his possession from 6 to 8 May 2005;
 - c. spent the night in Sydney on 7 May 2005.
26. On or about 7 May 2005, the Respondent used the CT CBA Mastercard to purchase escort services from an escort agency called The Boardroom, at a cost of \$770.00.

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
---------------------------------------------	-----------------------------------	----------------------

August 2006 – Staff Call / A Touch of Class

30. On or about 25 and 26 August 2006, the Respondent:
- a. was in Sydney;
 - b. had both the CT Credit Cards in his possession.
31. On or about 25 or 26 August 2006, the Respondent used the CT CBA Mastercard to purchase services costing \$660.00 from a brothel trading as “A Touch of Class”, which was operated under the business name “Staff Call”.

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
26 August 2006	“STAFF CALL SURRY HILLS AUS”	\$660.00

Staff Call operated from 377 Riley Street, Surry Hills.

August 2007 – Keywed Pty Ltd / Sydney Outcalls

32. On or about 15 and 16 August 2007, the Respondent:
- a. had both the CT Credit Cards in his possession;
 - b. had his mobile phone in his possession;
 - c. stayed the night in Sydney on 15 August 2007.
33. On or about 16 August 2007, the Respondent:
- a. used his mobile phone to make a telephone call at 12:55am lasting approximately 3 minutes 17 seconds to (02) 9698 0159, being the phone number of the Sydney Outcalls Escort Agency for “Sydney Escort Connections”

- b. used the CT CBA Mastercard to make two purchases of escort services from the escort agency Sydney Outcalls, operated by Keywed Pty Ltd, each costing \$385.00.

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
16 August 2007	"KEYWED PTY LTD RESTAUR SURRY HILLS AUS"	\$385.00
16 August 2007	As above	\$385.00

34. The Respondent authorised the payment in full by the HSU of the credit card statements in which each of the transactions pleaded in paragraphs 18, 20, 24, 26, 28, 31 and 33 above appeared, without querying or disputing any of those transactions.

Escort transactions involving cash withdrawals using the CT CBA Mastercard

April 2006 – The Boardroom of Melbourne

35. On or about 11 April 2006, the Respondent used the CT CBA Mastercard to withdraw \$500.00 in cash from a CBA ATM at Terrigal Beach, on the Central Coast of NSW (**Terrigal Beach Cash Withdrawal**).
36. On or about 12 or 13 April 2006, the Respondent used the CT CBA Mastercard to withdraw \$300.00 in cash from an ATM at 455 Bourke Street Melbourne (**Bourke Street Cash Withdrawal**).
37. On or about 12 April 2006, the Respondent:
- a. flew from Sydney to Brisbane, departing Sydney at approximately 1.05pm and arriving in Brisbane at approximately 2.35pm;

PARTICULARS

The Respondent took Qantas flight QF 528.

- b. flew from Brisbane to Melbourne, departing Brisbane at approximately 6.50pm and arriving in Melbourne at approximately 9.10pm;

PARTICULARS

The Respondent took Qantas flight QF 637.

- c. stayed the night in room 1010 at the Pacific International Suites at 471 Little Bourke Street, Melbourne;
- d. made a telephone call from room 1010 at approximately 9:55pm to the phone number (02) 4384 3800 on the Central Coast of NSW;
- e. made a telephone call from room 1010 at approximately 10.02pm to (03) 9699 1711, being the phone number for an escort agency called "The Boardroom of Melbourne";
- f. purchased escort services from "The Boardroom of Melbourne" escort agency; and
- g. used some or all of the cash from the Terrigal Beach Cash Withdrawal and/or the Bourke Street Cash Withdrawal to purchase those escort services, or alternatively used the Bourke Street Cash Withdrawal to replenish his supply of cash after purchasing those escort services.

PARTICULARS

The matters alleged in paragraphs (f) and (g) are to be inferred from the combination of:

- i. the Respondent's phone call to The Boardroom of Melbourne escort agency, alleged in paragraph (e) above;
- ii. the number and frequency of occasions on which the Respondent purchased escort services while travelling, as alleged in paragraphs 15 to 34 above and 39 to 46 below;

- iii. the number and frequency of occasions on which the Respondent used HSU funds to purchase those escort services, as alleged in paragraphs 15 to 34 above and 39 to 46 below; and
 - iv. the amount of the Terrigal Beach Cash Withdrawal and the Bourke Street Cash Withdrawal and their proximity in time to the purchase of the escort services.
38. On or about the afternoon of 13 April 2006, the Respondent flew from Melbourne to Sydney.

PARTICULARS

The Respondent took Qantas flight QF 442.

April 2006 – Young Blondes / Confidential Models Escorts

39. On or about 20 April 2006, the Respondent used the CBA Mastercard to withdraw \$400 in cash from a Cashcard machine at Caltex, Forresters Beach on the Central Coast of NSW (**Forresters Beach Cash Withdrawal**).
40. On or about 20 April 2006, the Respondent:
- a. flew from Sydney to Melbourne, arriving in Melbourne at approximately 8.00pm, the Respondent having moved a return flight from Sydney to Melbourne originally booked in his name for 21 April 2006 to enable him to fly to Melbourne on the afternoon of 20 April 2006;

PARTICULARS

The respondent flew to Melbourne on Qantas flight QF 463. On 7 April 2006, the Respondent was originally booked on a return flight to Melbourne on 21 April 2006 using the CT Diners Club Card.

- b. stayed the night in room 2004 at the Grand Hyatt hotel at 123 Collins Street, Melbourne;

- c. made a phone call from room 2004 to the phone number (02) 4384 3800 on the Central Coast of NSW;
- d. made a phone call from room 2004 to (03) 9495 2792, being the phone number of an escort agency called "Young Blondes";
- e. made a phone call from room 2004 to (03) 9416 6222, being the phone number of an escort agency called "Confidential Model Escorts";
- f. purchased escort services from the Young Blondes escort agency and/or the Confidential Models Escorts escort agency; and
- g. used some or all of the cash from the Forresters Beach Cash Withdrawal to purchase those escort services.

PARTICULARS

The matters alleged in paragraphs (f) and (g) above are to be inferred from the combination of:

- i. the Respondent's phone calls to the Young Blondes and Confidential Models Escorts escort agencies, alleged in paragraphs (d) and (e) above;
- ii. the number and frequency of occasions on which the Respondent purchased escort services while travelling, as alleged in paragraphs 15 to 38 above and 42 to 46 below;
- iii. the number and frequency of occasions on which the Respondent used HSU funds to purchase those escort services, as alleged in paragraphs 15 to 38 above and 42 to 46 below;
- iv. the amount of the Forresters Beach Cash Withdrawal and its proximity in time to the purchase of the escort services;
- v. the alteration of the Respondent's flight to enable him to stay in Melbourne on the night of 20 April 2006.

41. On or about mid-afternoon on 21 April 2006, the Respondent flew from Melbourne to Sydney.

PARTICULARS

The Respondent took Qantas flight QF 444.

June 2006 – Miss Behaving

42. On or about 6 June 2006, the Respondent used the CT CBA Mastercard to withdraw \$500.00 in cash from an ANZ ATM at Caltex in Erina, on the Central Coast of NSW (**Erina Cash Withdrawal**).
43. On or about 6 June 2006, the Respondent:
- a. flew from Sydney to Melbourne on a Qantas flight;
 - b. stayed the night in room 613 at Pacific International Suites at 471 Little Bourke Street, Melbourne;
 - c. made telephone calls from room 613 to the phone number (02) 4384 3800 on the Central Coast of NSW at approximately 7:37pm and 9.20pm.
44. On or about 7 or 8 June 2006, the Respondent used the CT CBA Mastercard to withdraw \$500.00 in cash at a 7-11 store in Melbourne (**7-11 Cash Withdrawal**).
45. On or about 7 June 2006, the Respondent:
- a. stayed the night in room 613 at Pacific International Suites;
 - b. made a phone call from room 613 at approximately 10:30pm to (03) 9510 9969, being the telephone number of an escort agency called “Miss Behaving”;
 - c. purchased escort services from the Miss Behaving escort agency; and
 - d. used some or all of the cash from the Erina Cash Withdrawal and/or the 7-11 Cash Withdrawal to purchase those escort services, or alternatively used the 7-11 Cash Withdrawal to replenish his supply of cash after purchasing those escort services.

PARTICULARS

These matters alleged in paragraphs (c) and (d) are to be inferred from:

- i. the Respondent's phone call to the Miss Behaving escort agency, alleged in paragraph (b) above;
- ii. the number and frequency of occasions on which the Respondent purchased escort services while travelling, as alleged in paragraphs 15 to 41 above;
- iii. the number and frequency of occasions on which the Respondent used HSU funds to purchase those escort services, as alleged in paragraphs 15 to 41 above; and
- iv. the amount of the Erina Cash Withdrawal and the 7-11 Cash Withdrawal and their proximity in time to the purchase of the escort services.

46. The Respondent stayed the night in room 613 at Pacific International Suites on 8 June 2006, before flying from Melbourne to Sydney on 9 June 2006.

Purpose and authorisation of escort expenditure

47. The expenditure on escort services alleged in:
- a. paragraphs 18 and 20 above (**Pre-RAO Schedule Escort Expenditure**);
 - b. paragraphs 24, 26, 28, 31 and 33 above (**Post-RAO Schedule Escort Expenditure**); and
 - c. paragraphs 37.f and 37.g, 40.f and 40.g and 45.c and 45.d above (**Cash Withdrawal Escort Expenditure**);

was not:

- d. authorised by the National Council or the National Executive; or

- e. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

Contravention of HSU Rule 36(b)

48. By reason of the matters alleged in paragraphs 15 to 47 above, by using the CT Credit Cards to incur the:

- a. Pre-RAO Schedule Escort Expenditure;
- b. Post-RAO Schedule Escort Expenditure; and
- c. Cash Withdrawal Escort Expenditure;

the Respondent expended funds of the HSU:

- d. other than on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU; and/or
- e. without the authorisation of the National Council or the National Executive.

49. By reason of the matters alleged in paragraphs 8 and 14 to 48 above, the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

50. Further or alternatively, by reason of the matters alleged in paragraphs 14 to 49 above, by using the CT Credit Cards to incur the:

- a. Post-RAO Schedule Escort Expenditure; and/or
- b. Cash Withdrawal Escort Expenditure;

the Respondent improperly used his position as National Secretary to:

- c. gain an advantage for himself; and/or
- d. cause detriment to the HSU.

PARTICULARS

The incurring of the escort expenditure was a use of the Respondent's position because it involved the use of the CT Credit Cards issued to him by reason of his position as National Secretary.

That use was improper because of the matters alleged in paragraphs 8 and 47 to 49 above.

The advantage gained by the Respondent was the receipt of escort services for his personal benefit at no cost to him.

The detriment caused to the HSU was the expenditure of HSU funds in a manner that was not for the purpose of carrying out the objects of the HSU.

51. By reason of the matters alleged in paragraphs 6 and 14 to 50 above the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of civil penalties in respect of his entry into each transaction alleged in paragraphs 24, 26, 28, 31, 33, 37.f and 37.g, 40.f and 40.g and 45.c and 45.d above.

Contravention of section 286(1)

52. Further or alternatively, by reason of the matters alleged in paragraphs 14 to 49 above, by using the CT Credit Cards to incur the:

- a. Post-RAO Schedule Escort Expenditure; and
- b. Cash Withdrawal Escort Expenditure;

the Respondent failed to exercise his powers and discharge his duties as National Secretary:

- c. in good faith in what he believed to be the best interests of the HSU; or
- d. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 8 and 14 to 49 above:

- i. it is to be inferred that when using of the CT Credit Cards to incur escort expenditure the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that the use of the CT Credit Cards to incur escort expenditure was in the best interests of the HSU;
- ii. the use of the CT Credit Cards to incur escort expenditure was not for a proper purpose, in that the Respondent was not acting for a purpose for which he was authorised to expend funds of the HSU.

53. By reason of the matters alleged in paragraphs 5, 14 to 49 and 52 above the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of civil penalties in respect of his entry into each transaction alleged in paragraphs 24, 26, 28, 31, 33, 37.f and 37.g, 40.f and 40.g and 45.c and 45.d above.

Damage to HSU

54. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) alleged in paragraphs 51 and 53 above, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount paid by the HSU for the:

- i. Post-RAO Schedule Escort Expenditure, namely \$5,093.00;
- ii. Cash Withdrawal Escort Expenditure;

plus interest. Further particulars of interest will be provided in due course.

F.3. USE OF CREDIT CARDS TO MAKE \$102,337.45 IN CASH WITHDRAWALS

The cash withdrawals

55. Between 13 November 2002 and 14 November 2007 (the **Cash Withdrawal Period**), the Respondent used the CT CBA Mastercard to make 287 cash withdrawals from HSU funds totalling \$102,337.45 including cash advance charges (the **Cash Withdrawals**).

PARTICULARS

The amount of the Cash Withdrawals by year was:

<i>Year</i>	<i>Amount of cash withdrawals (including cash advance charges)</i>
2002 (from 13 November)	\$901.25
2003	\$9,603.15
2004	\$21,290.32
2005	\$21,094.25
2006	\$28,485.00
2007 (to 14 November)	\$20,963.50
Total	\$102,337.45

While the amount and frequency of the Cash Withdrawals varied, over the five years of the Cash Withdrawal Period they involved an average of approximately:

- i. \$356.58 per transaction; or
- ii. \$392.10 per week;

(including cash advance charges).

A full list of the Cash Withdrawals is in Annexure A to this statement of claim.

56. The Respondent authorised the payment in full by the HSU of the credit card statements in which the Cash Withdrawals appeared.
57. The Cash Withdrawals were not authorised by the National Executive or the National Council.
58. The Respondent did not provide the HSU with receipts substantiating the purposes for which he expended:
 - a. the Cash Withdrawals; or
 - b. alternatively, the majority of the Cash Withdrawals.

PARTICULARS

The only documents in the HSU's possession purporting to explain the Cash Withdrawals were 24 memoranda dated between 28 April 2005 and 24 May 2006 relating to \$8,490 of the Cash Withdrawals. Copies of these memoranda are in the possession of the Applicant's solicitors and may be inspected by appointment.

59. The Respondent's use of the CT CBA Mastercard to make the Cash Withdrawals had the consequences that:
 - a. the use that he made of the HSU funds that he withdrew could not be verified, except to the extent that he chose to seek receipts for any expenditure and to provide those receipts to the HSU; and
 - b. there were no internal or external controls over the circumstances in which the Respondent could obtain funds of the HSU in cash, or over the use he could make of that cash.
60. The Respondent's use of the CT CBA Mastercard to make the Cash Withdrawals was contrary to established standards of financial management and governance for entities of a comparable size and nature to the HSU, in that it significantly increased the risk of misappropriation of HSU funds.

PARTICULARS

The Applicant refers to *Australian Auditing Standard ASA 240* which provided, *inter alia*, in relation to fraud control:

- i. The primary responsibility for the prevention and detection of fraud rests with both those charged with the governance of an entity and with management.
- ii. One species of fraud is misappropriation of assets. Cash is an asset susceptible to misappropriation.
- iii. Misappropriation of assets is often perpetrated by employees in relatively small and immaterial amounts. It can also involve management who are usually more able to disguise or conceal misappropriations in ways that are difficult to detect.
- iv. Management is in a unique position to perpetrate fraud by overriding controls that otherwise appear to be operating effectively.
- v. Domination of management by a single individual can be a potential weakness since there is an opportunity for management override of controls.
- vi. Fraud risk factors include:
 - A. large amounts of cash on hand or processed;
 - B. inadequate oversight of senior management expenditures;
 - C. inadequate record keeping;
 - D. inadequate systems of authorisation and approval of transactions;
 - E. inadequate physical safeguards over cash.

- vii. Fraud control includes consideration of management's involvement in overseeing employees with access to cash or other assets susceptible to misappropriation.

A copy of *ASA 240* and its predecessors is in the possession of the Applicant's solicitors and may be inspected by appointment.

- 61. A significant or, alternatively, a substantial purpose of the Respondent in making the Cash Withdrawals was to enable him to spend some or all of the funds that he withdrew for his personal benefit, without the HSU becoming aware that he was using HSU funds in that way.

PARTICULARS

This purpose is to be inferred from:

- i. the number, frequency, amount and pattern of the Cash Withdrawals alleged in paragraph 55 above;
- ii. the facts and matters alleged in paragraphs 56 to 60 above;
- iii. the absence of any legitimate reason to use cash to transact \$102,337.45 of HSU business over the period between 13 November 2002 and 14 November 2007;
- iv. the Respondent's failure to provide the HSU with receipts or supporting documentation with respect to the substantial majority of the Cash Withdrawals;
- v. the Respondent's preparedness to spend HSU funds for his personal benefit, as alleged in paragraphs 15 to 46 (escort expenditure), 68 to 71 (expenditure while on annual leave with spouse), 80 to 92 (spousal travel expenditure for Christa Thomson), 115 to 122 (employment of Criselee Stevens on Dobell campaign), 136 to 149 (employment of Matthew Burke on Dobell campaign), 163 to 173 (direct Dobell campaign expenditure), 185 to 197 (Coastal Voice expenditure), 210 (Golden Years Collectables expenditure), 223 to 227 (Dads in Education expenditure), and 239 to 240 (Central Coast Convoy expenditure) herein.

Contravention of section 287(1)

62. By reason of the matters alleged in paragraphs 55 to 61 above, by making the Cash Withdrawals, the Respondent improperly used his position as National Secretary to:
- a. gain an advantage for himself; and/or
 - b. cause detriment to the HSU.

PARTICULARS

The making of the Cash Withdrawals was a use of the Respondent's position because it involved the use of the CT CBA Mastercard issued to him by reason of his position as National Secretary.

That use was improper because of the matters alleged in paragraphs 59 to 61 above.

The advantage gained by the Respondent was the obtaining by him of \$102,337.45 of HSU funds in cash (less cash advance charges), in circumstances where the purposes of the expenditure of the funds could not be verified, except to the extent that the Respondent chose to seek receipts for any expenditure and to provide those receipts to the HSU. This allowed the Respondent to spend some or all of the funds that he withdrew for his personal benefit without the HSU becoming aware that its funds were being so used.

The detriment caused to the HSU was the withdrawal of \$102,337.45 of HSU funds in cash (less cash advance charges), in circumstances where the expenditure of the funds was not subject to proper controls, with the result that there was no means to ensure that HSU funds were spent in accordance with the HSU Rules.

63. By reason of the matters alleged in paragraphs 6 and 55 to 62 above, by making the Cash Withdrawals between 12 May 2003 and 14 November 2007, the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and

- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

64. Further or alternatively, by reason of the matters alleged in paragraphs 55 to 61 above, by making the Cash Withdrawals, the Respondent failed to exercise his powers and discharge his duties as National Secretary:
- a. in good faith in what he believed to be the best interests of the HSU; or
 - b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 55 to 61 above:

- i. it is to be inferred that when making the Cash Withdrawals the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that the making of the Cash Withdrawals was in the best interests of the HSU;
 - ii. the making of the Cash Withdrawals was not for a proper purpose, in that a significant or, alternatively, a substantial purpose of those withdrawals was to enable the Respondent to spend some or all of the funds that he withdrew for his personal benefit, that not being a purpose for which he was authorised to expend HSU funds.
65. By reason of the matters alleged in paragraphs 5, 8, 55 to 61 and 64 above, by making the Cash Withdrawals between 12 May 2003 and 14 November 2007, the Respondent:
- a. contravened section 286(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

66. Further or alternatively, by reason of:

- a. the number, frequency and amount of the Cash Withdrawals alleged in paragraph 55 above; and
- b. the matters alleged in paragraphs 56 to 61 above;

by making the Cash Withdrawals, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- c. were an officer of an organisation in the HSU's circumstances; and
- d. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have made cash withdrawals of HSU funds:

- i. in the number, frequency or amount of the Cash Withdrawals;
- ii. without the authorisation of the National Council or the National Executive; and
- iii. in circumstances where the purposes for which the Cash Withdrawals were made or the HSU funds expended could not be verified, except to the extent that the Respondent chose to seek receipts for any expenditure and to provide those receipts to the HSU.

67. By reason of the matters alleged in paragraphs 4, 55 to 61 and 66 above, by making the Cash Withdrawals between 12 May 2003 and 14 November 2007, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and

- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

F.4. EXPENDITURE WHILE ON ANNUAL LEAVE WITH SPOUSE – 16-19 SEPTEMBER 2005

68. On Friday 16 September 2005, the Respondent:
- a. took annual leave; and
 - b. travelled from Melbourne to Sydney with his then spouse, Christa Thomson.
69. On Monday 19 September 2005, the Respondent returned from Sydney to Melbourne with Christa Thomson.
70. During or relating to the period from 16 to 19 September 2005, the Respondent used the CT Diners Club Card to incur the following expenditure:

	<i>Date on credit card statement</i>	<i>Expenditure</i>	<i>Amount</i>
a.	13 September 2005	Qantas flights between Melbourne and Sydney departing 16 September 2005 in the name of Christa Thomson	\$1,086.16
b.	16 September 2005	Car hire from Thrifty Rent A Car at Sydney Airport	\$430.39
c.	16 September 2005	Purchase at Pymont's Restaurant, Sydney	\$105.00
d.	17 September 2005	Purchase at Miro Tapas Bar, Sydney	\$80.00
e.	18 September 2005	28.92 litres of unleaded petrol at Quix Food Store S136	\$50.82
f.	19 September 2005	Purchase at Coles Express 1702 Chatswood, Sydney	\$57.91

g.	19 September 2005	Accommodation at The Westin Hotel, Sydney	\$1,622.40
h.	19 September 2005	Valet parking at Melbourne Airport, Tullamarine	\$143.00
Total			\$3,575.68

71. The Respondent authorised the payment in full by the HSU of the credit card statement in which the expenditure alleged in paragraph 70 above appeared.
72. The expenditure alleged in paragraph 70 above was not:
- authorised by the National Council or the National Executive; or
 - expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

Contravention of HSU Rule 36(b)

73. By reason of the matters alleged in paragraphs 68 to 72 above, by using the Diners Club Card to incur the expenditure referred to in paragraph 70 above, the Respondent expended funds of the HSU:
- other than on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU; and/or
 - without the authorisation of the National Council or the National Executive.
74. By reason of the matters alleged in paragraphs 14, 68 to 72 and 73 above, the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

75. Further or alternatively, by reason of the matters alleged in paragraphs 68 to 74 above, by using the CT Diners Club Card to incur the expenditure alleged in paragraph 70 above, the Respondent improperly used his position as National Secretary to:

- a. gain an advantage for himself and/or Christa Thomson; and/or
- b. cause detriment to the HSU.

PARTICULARS

The incurring of the expenditure alleged in paragraph 70 above was a use of the Respondent's position because it involved the use of the CT Diners Club Card issued to him by reason of his position as National Secretary.

That use was improper because of the matters alleged in paragraphs 72 to 74 above.

The advantage gained by the Respondent and/or Christa Thomson was the receipt of the goods and services referred to in paragraph 70 above at no personal cost to them.

The detriment caused to the HSU was the expenditure of HSU funds as referred to in paragraph 70 above, which was not authorised in accordance with the HSU Rules.

76. By reason of the matters alleged in paragraphs 6 and 68 to 75 above, the Respondent:
 - a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

77. Further or alternatively, by reason of the matters alleged in paragraphs 68 to 74 above, by using the CT Diners Club Card to incur the expenditure alleged in paragraph 70 above, the Respondent failed to exercise his powers and discharge his duties as National Secretary:
 - a. in good faith in what he believed to be the best interests of the HSU; or
 - b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 68 to 74 above:

- i. it is to be inferred that when using the CT Diners Club Card to incur the expenditure referred to in paragraph 70 above the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that that the use of the CT Diners Club Card to incur the expenditure referred to in paragraph 70 above was in the best interests of the HSU;
- ii. that the use of the CT Diners Club Card to incur the expenditure referred to in paragraph 70 above was not for a proper purpose, in that the Respondent was not acting for a purpose for which he was authorised to expend funds of the HSU.

78. By reason of the matters alleged in paragraphs 5, 68 to 74 and 77 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Damage to HSU

79. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) alleged in paragraphs 76 and 78 above, the HSU suffered damage:

PARTICULARS

The HSU suffered damage in the amount paid by the HSU for the expenditure referred to in paragraph 70 above, namely \$3,575.68, plus interest. Further particulars of interest will be provided in due course.

F.5. EXPENDITURE ON SPOUSAL TRAVEL

Expenditure on Christa Thomson

Expenditure before commencement of RAO Schedule on 12 May 2003

Return flight between Melbourne and Perth – February 2003

80. On or about 28 January 2003, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Melbourne to Perth, departing Melbourne on 21 February 2003.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
28 January 2003	"QANTAS AIRWAYS P/N: THOMSON/ CHRISTA MRS TKT: 2421450294 R/N: QF: M MEL/PER – QF: M PER/MEL DATE TRAVEL: 21/02/03 REF: 2GPHSO ABN 16009661901"	\$856.52

Expenditure after commencement of RAO Schedule on 12 May 2003

Return flight between Melbourne and Sydney – September 2005

81. On or about 21 September 2005, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Melbourne to Sydney, departing on 26 September 2005.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
21 September 2005	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMR TKT: Not Supplied R/N: Not Supplied QF: V MEL/SYD – QF: S SYD/MEL DATE TRAVEL: 26/09/05 REF: 2GPHSO ABN 16009661901"	\$323.08

Return flight between Sydney and Melbourne – December 2005

82. On or about 3 December 2005, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on 6 December 2005.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
3 December 2005	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: O SYD/MEL – QF: R MEL/SYD	\$664.64

DATE TRAVEL: 06/12/05

REF: ZKALCG

ABN 16009661901"

Further particulars of the part of this transaction that related to the flight for Christa Thomson will be provided following return of subpoenas.

Return flight between Sydney and Melbourne – February 2006

83. On or about 9 February 2006, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on 14 February 2006.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
9 February 2006	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: O SYD/MEL – QF: W MEL/SYD DATE TRAVEL: 14/02/06 REF: YP8PLC ABN 16009661901"	\$422.81

Return flight between Sydney and Melbourne – April 2006

84. On or about 7 April 2006, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on or about 26 April 2006.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
7 April 2006	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: N SYD/MEL – QF: S MEL/SYD DATE TRAVEL: 26/04/06 REF: YFBEG ABN 16009661901"	\$561.82

Of the total \$561.82, \$280.91 related to the flight for Christa Thomson.

Return flight between Sydney and Adelaide – June 2006

85. On or about 15 June 2006, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Adelaide, departing on or about 20 June 2006.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
15 June 2006	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied	\$806.46

QF: O SYD/ADL – QF: V
 ADL/SYD
 DATE TRAVEL: 20/06/06
 REF: YYDZZ5
 ABN 16009661901”

Of the total \$806.46, \$403.23 related to the flight for Christa Thomson.

Return flight between Sydney and Melbourne – August 2006

86. On or about 13 August 2006, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on or about 27 August 2006.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
13 August 2006	“QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: N SYD/MEL – QF: O MEL/SYD DATE TRAVEL: 27/08/06 REF: Y99QCP ABN 16009661901”	\$548.82

Further particulars of the part of this transaction that related to the flight for Christa Thomson will be provided following return of subpoenas.

Return flight between Sydney and Perth – August 2006

87. On or about 29 August 2006, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Perth, departing on or about 27 October 2006.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
29 August 2006	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: N SYD/PER – QF: N PER/SYD DATE TRAVEL: 27/10/06 REF: X8EJCA ABN 16009661901"	\$1,228.78

Return flight between Sydney and Melbourne – January 2007

88. On or about 4 January 2007, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on or about 11 January 2007.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
4 January 2007	"QANTAS AIRWAYS LIMITED	\$283.39

P/N:
 THOMSONCHRISTAMRS
 TKT: Not Supplied
 R/N: Not Supplied
 QF: O SYD/MEL – QF: S
 MEL/SYD
 DATE TRAVEL: 11/01/07
 REF: 3CMA4D
 ABN 16009661901”

Return flight between Sydney and Melbourne – February 2007

89. On or about 10 February 2007, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on or about 14 February 2007.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
10 February 2007	“QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: W SYD/MEL – QF: V MEL/SYD DATE TRAVEL: 14/02/07 REF: 2QVZ7P ABN 16009661901”	\$1,038.78

Further particulars of the part of this transaction that related to the flight for Christa Thomson will be provided following return of subpoenas.

Return flight between Sydney and Adelaide – March 2007

90. On or about 2 March 2007, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Adelaide, departing on or about 5 March 2007.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
2 March 2007	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: K SYD/ADL – QF: K ADL/SYD DATE TRAVEL: 05/03/07 REF: 2YRCID ABN 16009661901"	\$1,448.78

Further particulars of the part of this transaction that related to the flight for Christa Thomson will be provided following return of subpoenas.

Return flights between Sydney and Adelaide – May 2007

91. In or about May 2007, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight or flights from Sydney to Adelaide, departing on or about 17 May 2007.

PARTICULARS

Particulars of CT Diners Club Card transactions:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
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7 May 2007	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: O SYD/ADL – QF: N ADL/SYD DATE TRAVEL: 17/05/07 REF: Z6LWRV ABN 16009661901"	\$688.78
25 May 2007	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: J SYD/ADL – QF: N ADL/SYD DATE TRAVEL: 17/05/07 ABN 16009661901"	\$693.49

Further particulars of the part of these transactions that related to the flight or flights for Christa Thomson will be provided following return of subpoenas.

Return flights between Sydney and Melbourne – August 2007

92. On or about 2 August 2007, the Respondent used the CT Diners Club Card to purchase for Christa Thomson a Qantas return flight from Sydney to Melbourne, departing on or about 21 August 2007.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
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2 August 2007	"QANTAS AIRWAYS LIMITED P/N: THOMSONCHRISTAMRS TKT: Not Supplied R/N: Not Supplied QF: O SYD/MEL – QF: L MEL/SYD DATE TRAVEL: 21/08/07 REF: YFQBZK ABN 16009661901"	\$696.78
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Further particulars of the part of this transaction that related to the flight for Christa Thomson will be provided following return of subpoenas.

Expenditure on Alison Soutar

93. On or about 20 January 2006:

- a. the Respondent used the CT Diners Club Card to incur expenditure on a return airfare from Melbourne to Sydney for Alison Soutar (**Soutar**) departing 25 January 2006, costing \$962.22;

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
20 January 2006	"QANTAS AIRWAYS LIMITED P/N: SOUTARALISONMS TKT: Not Supplied R/N: Not Supplied QF: W MEL/SYD – QF: V SYD/MEL	\$962.22

DATE TRAVEL: 25/01/06

REF: ZQIP4J

ABN 16009661901"

- b. Soutar was the partner of Struan Robertson (**Robertson**);
- c. Robertson was:
 - i. employed by the HSU in the National Office;
 - ii. the half-brother of the Respondent.

Purpose and authorisation of spousal travel expenditure

- 94. The Respondent authorised the payment in full by the HSU of the credit card statements in which the expenditure alleged in paragraphs 80 to 93 above appeared.
- 95. The expenditure on spousal travel alleged in:
 - a. paragraph 80 above (**Pre-RAO Schedule CT Spousal Travel Expenditure**); and
 - b. paragraphs 81 to 92 above (**Post-RAO Schedule CT Spousal Travel Expenditure**);
 - c. paragraph 93 above (**AS Spousal Travel Expenditure**);was not:
 - d. authorised by the National Council or the National Executive; or
 - e. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

Contravention of HSU Rule 36(b)

- 96. By reason of the matters alleged in paragraphs 80 to 95 above, by using the CT Diners Club Card to incur the:

- a. Pre-RAO Schedule CT Spousal Travel Expenditure;
- b. Post-RAO Schedule CT Spousal Travel Expenditure;
- c. AS Spousal Travel Expenditure;

the Respondent expended funds of the HSU:

- d. other than on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU; and/or
- e. without the authorisation of the National Council or the National Executive.

97. By reason of the matters alleged in paragraphs 14, 80 to 95 and 96 above, the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

98. By entering into each transaction alleged in paragraphs 81 to 93 above, in the circumstances alleged in paragraphs 94 to 97 above, the Respondent improperly used his position as National Secretary to:

- a. gain an advantage for:
 - i. himself and/or Christa Thomson, in respect of the Post-RAO Schedule CT Spousal Travel Expenditure;
 - ii. Soutar and/or Robertson, in respect of the AS Spousal Travel Expenditure; and/or
- b. cause detriment to the HSU.

PARTICULARS

The incurring of the Post-RAO Schedule CT Spousal Travel Expenditure and the AS Spousal Travel Expenditure was a use of the Respondent's position because it involved the use of the CT Diners Club Card issued to him by reason of his position as National Secretary.

That use was improper because of the matters alleged in paragraphs 94 to 97 above.

The advantage gained by the Respondent and/or Christa Thomson and/or Soutar and/or Robertson was the taking of flights by Christa Thomson and Soutar referred to in paragraphs 81 to 93 above at no cost to themselves.

The detriment caused to the HSU was the expenditure of HSU funds in the manner alleged in paragraphs 81 to 93 on flights for Christa Thomson and Soutar, which was not authorised in accordance with the HSU Rules.

99. By reason of the matters alleged in paragraphs 6 and 81 to 98 above, the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of civil penalties in respect of his entry into each transaction alleged in paragraphs 81 to 93 above.

Contravention of section 286(1)

100. Further or alternatively, by reason of the matters alleged in paragraphs 81 to 97 above, by using the CT Diners Club Card to incur the Post-RAO Schedule CT Spousal Travel Expenditure and/or the AS Spousal Travel Expenditure, the Respondent failed to exercise his powers and discharge his duties as National Secretary:
- a. in good faith in what he believed to be the best interests of the HSU; or
 - b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 81 to 97 above:

- i. it is to be inferred that when using the CT Diners Club Card to incur the Post-RAO Schedule CT Spousal Travel Expenditure and the AS Spousal Travel Expenditure the Respondent was not acting in good faith in what he believed to be the best interests of

the HSU, because no reasonable person in the position of the Respondent could have believed that the use of the CT Diners Club Card to incur the Post-RAO Schedule CT Spousal Travel Expenditure and the AS Spousal Travel Expenditure was in the best interests of the HSU;

- ii. the use of the CT Diners Club Card to incur the Post-RAO Schedule CT Spousal Travel Expenditure and/or the AS Spousal Travel Expenditure was not for a proper purpose, in that the Respondent was not acting for a purpose for which he was authorised to expend funds of the HSU.

101. By reason of the matters alleged in paragraphs 5, 81 to 97 and 100 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of civil penalties in respect of his entry into each transaction alleged in paragraphs 81 to 93 above.

Contravention of section 285(1)

102. Further or alternatively, by reason of the matters alleged in paragraphs 81 to 97 above, by using the CT Diners Club Card to incur the Post-RAO Schedule CT Spousal Travel Expenditure and/or the AS Spousal Travel Expenditure, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have used the CT Diners Club Card to incur the Post-RAO Schedule CT Spousal Travel Expenditure or the AS Spousal Travel Expenditure

without the authorisation of the National Council or the National Executive.

103. By reason of the matters alleged in paragraphs 4, 81 to 97 and 102 above, the Respondent:
- a. contravened section 285(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of civil penalties in respect of his entry into each transaction alleged in paragraphs 81 to 93 above.

Damage to HSU

104. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) and/or 285(1) alleged in paragraphs 99, 101 and 103 above, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount paid by the HSU for the Post-RAO Schedule CT Spousal Travel Expenditure and the AS Spousal Travel Expenditure, plus interest, further particulars of which will be provided in due course and following the return of subpoenas.

G. CONTRAVENTIONS CONCERNING EXPENDITURE RELATING TO THE ELECTORATE OF DOBELL

G.1. BACKGROUND

105. In or about 2005, the Respondent decided to seek preselection from the Australian Labor Party (**ALP**) as its endorsed candidate in the next House of Representatives election for the electoral division of Dobell, which was due in or about 2007.
106. In or about November 2005, the Respondent moved his place of residence from Melbourne to the Central Coast of NSW, where the electoral division of Dobell is located.
107. In or about March 2007, the Respondent obtained preselection from the ALP as its endorsed candidate for the 2007 House of Representatives election for Dobell.

108. In or about April 2007, the Respondent established an office at 3/322 The Entrance Road, Long Jetty, NSW for the purpose of his campaign for Dobell (**Campaign Office**).
109. On or about 14 October 2007, the then Prime Minister announced that the federal election would be held on 24 November 2007.
110. On or about 17 October 2007, the then Governor-General caused writs to be issued for the federal election, pursuant to section 151 of the *Commonwealth Electoral Act 1918* (Cth) (**CE Act**).
111. Between about 17 October and 1 November 2007, the Respondent nominated as a candidate for Dobell, pursuant to Part XIV of the CE Act.
112. On or about 2 November 2007, the Divisional Returning Officer for Dobell declared the Respondent to be a candidate for Dobell, pursuant to section 176 of the CE Act.
113. On 24 November 2007, polling day occurred in the federal election.
114. On or about 14 December 2007:
 - a. the Divisional Returning Officer for Dobell declared that the Respondent had been elected as a member of the House of Representatives in the electoral division of Dobell (**MP for Dobell**), pursuant to section 284 of the CE Act; and
 - b. the Respondent resigned as National Secretary of the HSU.

G.2. EMPLOYMENT OF CRISELEE STEVENS

Employment

115. In or about September 2005, the Respondent arranged for the HSU National Office to employ Criselee Stevens (**Stevens**).

PARTICULARS

In or about September 2005, the Respondent interviewed Stevens and offered her employment with the HSU National Office.

116. Between about 26 September 2005 and about 14 December 2007, Stevens was employed by the HSU National Office.
117. While employed by the HSU National Office, Stevens:
- a. was employed on a full-time basis;
 - b. was paid a salary by the HSU National Office of:
 - i. from about September 2005, approximately \$38,666.66 per annum;
 - ii. from about March 2006, approximately \$45,000 per annum;
 - iii. from at least 4 September 2006, approximately \$46,800 per annum;

PARTICULARS

The Applicant estimates that, in the period of her employment by the HSU National Office, Stevens was paid salary totalling approximately \$92,960.55. Further particulars will be provided following the return of subpoenas.

- c. was paid superannuation by the HSU National Office on her salary; and

PARTICULARS

The Applicant estimates that, in the period of her employment by the HSU National Office, Stevens was paid superannuation totalling approximately \$11,395.27. Further particulars will be provided following the return of subpoenas.

- d. accrued annual leave.

PARTICULARS

The Applicant estimates that, in the period of her employment by the HSU National Office, Stevens accrued annual leave totalling

approximately \$9,852.64. Further particulars will be provided following the return of subpoenas.

118. While employed by the HSU National Office, Stevens:
- a. resided, and worked, on the Central Coast of NSW;
 - b. rarely, if ever, physically attended the HSU National Office in Melbourne or Sydney;
 - c. from about April 2007, was based in the Campaign Office;
 - d. was Secretary of the ALP Federal Electorate Council for Dobell (**ALP Dobell FEC**);

PARTICULARS

The ALP Dobell FEC was a unit of the ALP comprised of delegates from local ALP branches falling within the federal electoral division of Dobell.

- e. performed work for the significant, or, alternatively, the substantial purpose of assisting the Respondent to:
 - i. increase his public profile in Dobell;
 - ii. obtain ALP preselection for Dobell; and/or
 - iii. campaign for his election as the MP for Dobell.
119. After the Respondent's resignation as National Secretary of the HSU and his election as the MP for Dobell, Stevens became employed as an electorate officer in the Respondent's electorate office.

Credit card expenditure

120. In or about December 2005, the Respondent arranged for the HSU National Office to issue Stevens with a Diners Club Card (**CS Diners Club Card**).

PARTICULARS

The CS Diners Club Card had account number 3643 6555548 0114.

121. Between December 2005 and December 2007, Stevens used the CS Diners Club Card to incur approximately \$39,130.98 of expenditure (**CS Credit Card Expenditure**).

PARTICULARS

A list of the CS Credit Card Expenditure is in Annexure B.

122. The Respondent authorised the payment in full by the HSU of the credit card statements in which the CS Credit Card Expenditure appeared.

Purpose and authorisation of employment and expenditure

123. The employment of Stevens in the HSU National Office, and the consequent payment of her salary, superannuation and leave:
- a. was not incidental to the Respondent's function of controlling and conducting the business of the HSU between National Executive meetings; and
 - b. did not constitute expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU;
 - c. was not reported by the Respondent to the National Council or the National Executive; and
 - d. was not authorised by the National Council or the National Executive.
124. Further the CS Credit Card Expenditure was not:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.
125. A significant or, alternatively, a substantial purpose of the employment of Stevens in the HSU National Office was to assist the Respondent to:
- a. increase his public profile in Dobell;
 - b. obtain ALP preselection for Dobell; and/or

- c. campaign for his election as the MP for Dobell.
126. A significant or, alternatively, a substantial purpose of the incurring and authorisation of the CS Credit Card Expenditure was to assist the Respondent to:
- a. increase his public profile in Dobell;
 - b. obtain ALP preselection for Dobell; and/or
 - c. campaign for his election as the MP for Dobell.

Contraventions of HSU Rules

127. By reason of the matters alleged in paragraphs 12, 115 to 119 and 123 above, by arranging for the HSU National Office to employ Stevens, the Respondent contravened HSU Rule 27(a).
128. Further or alternatively, by reason of the matters alleged in paragraphs 8 and 115 to 124 above, by:
- a. arranging for the HSU National Office to employ Stevens; and/or
 - b. authorising the CS Credit Card Expenditure;
- the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

129. Further or alternatively, by reason of the matters alleged in paragraphs 115 to 128 above, by:
- a. arranging for the HSU National Office to employ Stevens; and/or
 - b. authorising the CS Credit Card Expenditure;
- the Respondent improperly used his position as National Secretary to:
- c. gain an advantage for himself and/or Stevens; and/or

- d. cause detriment to the HSU.

PARTICULARS

The Respondent's position as National Secretary made it possible for him to cause the National Office to employ Stevens, and to authorise the CS Credit Card Expenditure.

That use of his position was improper because of the matters alleged in paragraphs 123 to 128 above.

The advantage gained by:

- i. the Respondent, was the work performed by Stevens to assist him to increase his public profile in Dobell, obtain ALP preselection for Dobell and/or campaign for election as the MP for Dobell, thereby increasing his chance of being elected to the Federal Parliament;
- ii. Stevens, was the obtaining of employment with the HSU National Office, and thereafter employment in the electorate office of the Respondent.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become elected as the MP for Dobell, which was not authorised in accordance with the HSU Rules.

130. By reason of the matters alleged in paragraphs 6 and 115 to 129 above, the Respondent:

- a. contravened section 287(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

131. Further or alternatively, by reason of the matters alleged in paragraphs 115 to 128 above, by:

- a. arranging for the HSU National Office to employ Stevens; and/or
- b. authorising the CS Credit Card Expenditure;

the Respondent failed to exercise his powers and discharge his duties as National Secretary:

- c. in good faith in what he believed to be the best interests of the HSU; or
- d. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 115 to 128 above:

- i. it is to be inferred that when arranging the employment of Stevens and authorising related expenditure the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that the employment of Stevens or related expenditure was in the best interests of the HSU;
- ii. the employment of Stevens and the authorisation of the related expenditure was not for a proper purpose, in that the Respondent was not acting for a purpose for which he was authorised to employ staff or to expend funds of the HSU.

132. By reason of the matters alleged in paragraphs 5, 115 to 128 and 131 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

133. Further or alternatively, by reason of the matters alleged in paragraphs 115 to 128 above, by:

- a. arranging for the HSU National Office to employ Stevens; and/or
- b. authorising the CS Credit Card Expenditure;

the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- c. were an officer of an organisation in the HSU's circumstances; and
- d. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would have:

- i. sought the authorisation of the National Council or the National Executive for the employment of Stevens;
- ii. sought the authorisation of the National Council or the National Executive for the expenditure related to the employment of Stevens;
- iii. ensured that the Respondent's personal interest in the employment of Stevens, in her work on the Central Coast of New South Wales, and in the expenditure related to her employment was declared to the National Council or the National Executive before such authorisation was sought;
- iv. ensured that each of the above matters was recorded in the minutes;
- v. ensured that there were appropriate records kept, and provided to the National Executive, about the nature of Ms Steven's work on the Central Coast of New South Wales, and about the amount and purpose of the CS Credit Card Expenditure.

134. By reason of the matters alleged in paragraphs 4, 115 to 128 and 133 above, the Respondent:
- a. contravened section 285(1) of the RAO Schedule;
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Damage to HSU

135. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) and/or 285(1) alleged in paragraphs 130, 132 and 134 above, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount paid by the HSU for the employment of Stevens and the CS Credit Card Expenditure, plus interest. Further particulars will be provided in due course.

G.3. EMPLOYMENT OF MATTHEW BURKE

Employment

136. In or about June 2006, the Respondent arranged for the HSU National Office to employ Matthew Burke (**Burke**).

PARTICULARS

In or about June 2006, the Respondent held discussions with Burke and offered him employment with the HSU National Office.

137. Between about June 2006 and April 2007, Burke was employed by the HSU National Office.
138. While employed by the HSU National Office, Burke:
- a. was employed on a full-time basis;

- b. was paid a salary by the HSU National Office of approximately \$35,000 per annum;

PARTICULARS

The Applicant estimates that, in the period of Burke's employment, he was paid salary totalling approximately \$26,250.00. Further particulars will be provided following the return of subpoenas.

- c. was paid superannuation by the HSU National Office on his salary.

PARTICULARS

The Applicant estimates that, in the period of his employment, Burke was paid superannuation totalling approximately \$3,150.00. Further particulars will be provided following the return of subpoenas.

- 139. While employed by the HSU National Office, Burke:
 - a. resided, and worked, on the Central Coast of NSW;
 - b. performed work for the significant or, alternatively, the substantial purpose of assisting the Respondent to:
 - i. increase his public profile in Dobell;
 - ii. obtain ALP preselection for Dobell; and/or
 - iii. campaign for his election as the MP for Dobell.

Subsequent employment

- 140. Senator Steve Hutchins (**Senator Hutchins**) was, in 2006 and 2007, the ALP Duty Senator for the electoral division of Dobell.
- 141. In or about April 2007:
 - a. Burke resigned from his employment with the HSU National Office; and

- b. became employed by Senator Hutchins pursuant to Part IV of the *Members of Parliament (Staff) Act 1984* (Cth).

142. After the Respondent's resignation as National Secretary of the HSU and his election as the MP for Dobell in December 2007, Burke became employed as an electorate officer in the Respondent's electorate office.

Credit card expenditure

143. In or about March 2007, shortly before Burke resigned from his employment with the HSU National Office, the Respondent arranged for the HSU National Office to issue Burke with a Diners Club Card (**MB Diners Club Card**).

PARTICULARS

The MB Diners Club Card had account number 3643 655548 0148.

144. Between March 2007 and December 2007, Burke used the MB Diners Club Card to incur approximately \$10,120.37 of expenditure (**MB Credit Card Expenditure**).

PARTICULARS

A list of the MB Credit Card Expenditure is in Annexure C.

145. The Respondent authorised the payment in full by the HSU of the credit card statements in which the MB Credit Card Expenditure appeared.

146. At the time that the Respondent authorised the MB Credit Card Expenditure:

- a. Burke was not employed by the HSU National Office;
- b. the Respondent was aware that Burke was not employed by the HSU National Office.

Other expenditure on Burke

147. On or about 19 and 20 March 2007, the Respondent used the CT Diners Club Card to incur the following expenditure on Burke:

- a. a Qantas return airfare from Sydney to Canberra costing \$292.38;
- b. accommodation costing \$200.00.

PARTICULARS

Particulars of CT Diners Club Card transactions:

<i>Date on statement</i>	<i>Transaction details</i>	<i>Amount</i>
19 March 2007	"QANTAS AIRWAYS LIMITED P/N: BURKEMATTHEWMR TKT: Not Supplied R/N: Not Supplied QF: S SYD/CBR – QF: S CBR/SYD DATE TRAVEL: 20/03/07 REF: 2S6XH9 ABN 16009661901"	\$292.38
20 March 2007	"QANTAS HOLIDAYS DOM P/N: BURKEMATTHEWMR TKT: Not Supplied R/N: Not Supplied DATE TRAVEL: 20/03/07 REF: 707990 ABN 24003836459"	\$200.00
Total		\$ 492.38

148. On or about 13 June 2007, the Respondent used the CT Diners Club Card to purchase a Qantas return airfare from Sydney to Canberra for Burke.

PARTICULARS

Particulars of CT Diners Club Card transaction:

<i>Date on statement</i>	<i>Transaction details</i>	<i>Amount</i>
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13 June 2007	"QANTAS AIRWAYS LIMITED P/N: BURKEMATTHEWMR TKT: Not Supplied R/N: Not Supplied QF: K SYD/CBR – QF: W CBR/SYD DATE TRAVEL: 19/06/07 REF: 3VIYFD ABN 16009661901"	\$986.82
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Further particulars of the part of this transaction that related to the flight for Matthew Burke will be provided following the return of subpoenas.

149. The Respondent authorised the payment in full by the HSU of the credit card statements in which the expenditure alleged in paragraphs 147 and 148 above (**Other Burke Expenditure**) appeared.

Purpose and authorisation of employment and expenditure

150. The employment of Burke in the HSU National Office:
- a. was not incidental to the Respondent's function of controlling and conducting the business of the HSU between National Executive meetings; and
 - b. did not constitute expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU;
 - c. was not reported by the Respondent to the National Council or the National Executive; and
 - d. was not authorised by the National Council or the National Executive.
151. Further:
- a. the MB Credit Card Expenditure; and
 - b. the Other Burke Expenditure;

were not:

- c. authorised by the National Council or the National Executive; or
 - d. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.
152. A significant or, alternatively, a substantial purpose of the Respondent in arranging the employment of Burke by the HSU National Office in or about June 2006 was:
- a. to assist the Respondent to:
 - i. increase his public profile in Dobell;
 - ii. obtain ALP preselection for Dobell; and/or
 - iii. campaign for his election as the MP for Dobell;
 - b. to ensure that Burke could, at a later time, become employed by Senator Hutchins.
153. A significant or, alternatively, a substantial purpose of the incurring and authorisation of the MB Credit Card Expenditure and the Other Burke Expenditure was to assist the Respondent to:
- a. increase his public profile in Dobell;
 - b. obtain ALP preselection for Dobell; and/or
 - c. campaign for his election as the MP for Dobell.

Contravention of HSU Rules

154. By reason of the matters alleged in paragraphs 12, 136 to 139 and 150 above, by arranging for the HSU National Office to employ Burke, the Respondent contravened HSU Rule 27(a).
155. Further or alternatively, by reason of the matters alleged in paragraphs 8 and 136 to 151 above, by:

- a. arranging for the HSU National Office to employ Burke; and/or
- b. authorising the MB Credit Card Expenditure and the Other Burke Expenditure;

the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

156. Further or alternatively, by reason of the matters alleged in paragraphs 136 to 155 above, by:

- a. arranging for the HSU National Office to employ Burke; and/or
- b. authorising the MB Credit Card Expenditure and the Other Burke Expenditure;

the Respondent improperly used his position as National Secretary to:

- c. gain an advantage for himself and/or Senator Hutchins and/or Burke; and/or
- d. cause detriment to the HSU.

PARTICULARS

The employment of Burke and authorisation of related expenditure, including the MB Credit Card Expenditure and the Other Burke Expenditure, was a use of the Respondent's position as National Secretary.

That use was improper because of the matters alleged in paragraphs 139, 146 and 150 to 155 above.

The advantage gained by:

- i. the Respondent, was the work performed by Burke to assist him to increase his public profile in Dobell, obtain ALP preselection for Dobell and/or campaign for election as the MP for Dobell, thereby increasing his chance of being elected to the Federal Parliament;

- ii. Senator Hutchins, was the availability of Burke to become employed by him;
- iii. Burke, was the obtaining of employment with the HSU National Office, and thereafter employment with Senator Hutchins, and thereafter employment in the electorate office of the Respondent.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become elected as the MP for Dobell, which was an expenditure of HSU funds that was not authorised in accordance with the HSU Rules.

157. By reason of the matters alleged in paragraphs 6 and 136 to 156 above, the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

158. Further or alternatively, by reason of the matters alleged in paragraphs 136 to 155 above, by:
- a. arranging for the HSU National Office to employ Burke; and/or
 - b. authorising the MB Credit Card Expenditure and the Other Burke Expenditure;
- the Respondent failed to exercise his powers and discharge his duties as National Secretary:
- c. in good faith in what he believed to be the best interests of the HSU; or
 - d. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 136 to 155 above:

- i. it is to be inferred that when arranging the employment of Burke and authorising related expenditure, including the MB Credit Card Expenditure and the Other Burke Expenditure, the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that the employment of Burke or related expenditure, including the MB Credit Card Expenditure and the Other Burke Expenditure, was in the best interests of the HSU;
- ii. the employment of Burke and the authorisation of the related expenditure, including the MB Credit Card Expenditure and the Other Burke Expenditure, was not for a proper purpose, in that he was not acting for a purpose for which he was authorised to employ staff or to expend funds of the HSU.

159. By reason of the matters alleged in paragraphs 5, 136 to 155 and 158 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

160. Further or alternatively, by reason of the matters alleged in paragraphs 136 to 155 above, by:

- a. arranging for the HSU National Office to employ Burke; and/or
- b. authorising the MB Credit Card Expenditure and Other Burke Expenditure;

the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- c. were an officer of an organisation in the HSU's circumstances; and

- d. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would have:

- i. sought the authorisation of the National Council or the National Executive for the employment of Burke;
 - ii. sought the authorisation of the National Council or the National Executive for the expenditure related to the employment of Burke, including the MB Credit Card Expenditure and Other Burke Expenditure;
 - iii. ensured that the Respondent's personal interest in the employment of Burke, in his work on the Central Coast of New South Wales, and in the expenditure related to his employment, including the MB Credit Card Expenditure and Other Burke Expenditure, was declared to the National Council or the National Executive before such authorisation was sought;
 - iv. ensured that each of the above matters was recorded in the minutes;
 - v. ensured that there were appropriate records kept, and provided to the National Executive, about the nature of Burke's work on the Central Coast of New South Wales, and about the amount and purpose of the MB Credit Card Expenditure and the Other Burke Expenditure.
161. By reason of the matters alleged in paragraphs 4, 136 to 155 and 160 above, the Respondent:
- a. contravened section 285(1) of the RAO Schedule;
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Damage to HSU

162. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) and/or 285(1) alleged in paragraphs 157, 159 and 161 above, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount paid by the HSU for the employment of Burke and related expenditure, including the MB Credit Card Expenditure and Other Burke Expenditure, plus interest. Further particulars will be provided in due course.

G.4. DIRECT EXPENDITURE ON OR ASSOCIATED WITH THE RESPONDENT'S CAMPAIGN FOR DOBELL***Payments to ALP Dobell FEC***

163. On or about 1 July 2006, the Respondent authorised the payment by the HSU National Office of \$2,000 to the ALP Dobell FEC for the purpose of the Respondent's campaign for Dobell.
164. On or about 6 December 2006, the Respondent authorised the payment by the HSU National Office of \$1,500 to the ALP Dobell FEC for the purpose of the Respondent's campaign for Dobell.

Campaign office

165. In or about April 2007, at the time he was first establishing the Campaign Office, the Respondent authorised the payment by the HSU National Office of \$1,587.93 on a desk or desks for the Campaign Office.

PARTICULARS

The desk or desks were purchased from Officeworks, and were charged to the CS Diners Club Card.

Particulars of CS Diners Club Card transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
11 April 2007	"OFFICEWORKS 7901 DIRECT ABN 36004763526"	\$1,587.93

The Respondent authorised the payment in full by the HSU of the credit card statement in which this transaction appeared.

166. In or about April 2007, the Respondent authorised the payment by the HSU National Office of \$1,053.00 on a portable air conditioner for the Campaign Office.

PARTICULARS

The portable air conditioner was purchased from Bing Lee, and was charged to CT CBA Mastercard.

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
17 April 2007	"BING LEE ELECTRICS ERINA AUS"	\$1,053.00

The Respondent authorised the payment in full by the HSU of the credit card statement in which this transaction appeared.

167. Between about July and October 2007, the Respondent authorised the payment by the HSU National Office of \$860.57 on telephone and facsimile services for the Campaign Office.

PARTICULARS

The telephone number of the Campaign Office was (02) 4332 4048. The facsimile number of the Campaign Office was (02) 4332 8012. The costs of these services paid by the HSU National Office were:

<i>Invoice Date</i>	<i>Charges to (02) 4332 4048</i>	<i>Charges to (02) 4332 8012</i>	<i>Total</i>
1 July 2007	\$113.18	\$52.38	\$165.56
30 July 2007	\$119.42	\$87.26	\$206.68
30 August 2007	\$97.06	\$98.13	\$195.19
1 October 2007	\$97.38	\$65.08	\$162.46
30 October 2007	\$86.13	\$44.55	\$130.68
Total	\$ 513.17	\$ 347.40	\$ 860.57

168. Between about July 2007 and December 2007, the Respondent authorised the payment by the HSU National Office of \$601.50 on internet access for the Campaign Office.

PARTICULARS

The internet access was purchased from Central Coast Internet and was charged to the CT CBA Mastercard. The costs were:

<i>Date</i>	<i>Amount</i>
23 July 2007	\$301.75
3 August 2007	\$59.95
4 September 2007	\$59.95
5 October 2007	\$59.95
5 November 2007	\$59.95
11 December 2007	\$59.95
Total	\$ 601.50

The Respondent authorised the payment in full by the HSU of the credit card statements in which these transactions appeared.

Campaign bus

169. Between about April 2007 and October 2007, the Respondent authorised the payment by the HSU National Office of \$1,277.96 on a campaign bus for the purpose of the Respondent's campaign for Dobell.

PARTICULARS

The payments for the bus were made to Daniel Parish and were:

<i>Date of payment</i>	<i>Item</i>	<i>Amount</i>
12 July 2007	CTP Greenslip (3 months) (\$140.00), Registration for bus (3 months) (\$227.00); Fuel for bus to Newcastle (\$175.60); Bus insurance (1 month) (\$79.28); ALIB setup fee for bus (\$50.00)	\$671.88
12 August 2007	Bus insurance (1 month)	\$79.28
9 October 2007	Bus insurance (2 months) (\$160.80); Registration for bus (\$227.00); CTP Greenslip (\$139.00)	\$526.80
Total		\$1,277.96

Campaign postage expenses

170. Between about May 2007 and July 2007, the Respondent authorised the payment by the HSU National Office of \$7,253.17 on postage for the purpose of the Respondent's campaign for Dobell.

PARTICULARS

<i>Date of invoice</i>	<i>Issuer of invoice</i>	<i>Description</i>	<i>Amount</i>
6 June 2007	Australia Post	519 'base rate' stamps; 15,250 small envelopes; 1 rental box; 1 'Reply Paid' annual fee	\$7,253.17
Total			\$7,253.17

ALP Advertising

171. In or about May 2007, the Respondent authorised the payment by the HSU National Office of \$12,511.40 on advertising for the purpose of the Respondent's campaign for Dobell.

PARTICULARS

The advertising was initially paid for by the ALP NSW Branch. On or about 14 May 2007 the ALP NSW Branch invoiced the HSU for the advertising, and the HSU National Office paid the invoice.

Radio advertising

172. Between about October and November 2007, the Respondent authorised the payment by the HSU National Office of \$16,044.00 on radio advertising for the purpose of the Respondent's campaign for Dobell.

PARTICULARS

The following payments were made by the HSU National Office to Central Coast Radio Centre and were for advertising on 2GO FM 107.7 and Sea FM 101.3. Both 2GO FM and Sea FM are radio stations based in Gosford on the Central Coast of NSW.

<i>Date of invoice</i>	<i>Description</i>	<i>Amount</i>
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25 October 2007	2GO 107.7 – Commercial Advertising, 12/11/07 to 21/11/07	\$4,493.50
26 October 2007	2GO 107.7 – Commercial Advertising, 12/11/07 to 18/11/07	\$1,540.00
26 October 2007	2GO 107.7 – Commercial Advertising, 12/11/07 to 21/11/07	\$2,895.20
26 October 2007	Sea FM 101.3 – Commercial Advertising, 12/11/07 to 25/11/07	\$1,996.50
26 October 2007	Sea FM 101.3 – Commercial Advertising, 12/11/07 to 21/11/07	\$3,772.40
26 October 2007	Sea FM 101.3 – Commercial Advertising, 12/11/07 to 18/11/07	\$1,346.40
Total		\$16,044.00

The following payment was made to Nova 1069 Pty Ltd and was charged to the CT CBA Mastercard. It was for advertising on Star FM. Star 104.5 FM is a radio station based on the Central Coast of NSW.

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
12 October 2007	“NOVA 1069 PTY LTD TENERIFFE AUS”	\$2,739.00

The Respondent authorised the payment in full by the HSU of the credit card statement in which this transaction appeared.

Printing expenses

173. Between about May and November 2007, the Respondent authorised the payment by the HSU National Office of \$13,468.78 on printing for the purpose of the Respondent's campaign for Dobell.

PARTICULARS

The payments were made to The Entrance Printing Co. in Long Jetty, and to PK Printing Service, in Tuggerah, and were charged to the CT CBA Mastercard:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
26 May 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$1,884.00
31 May 2007	"PK PRINTING SERVICE TUGGERAH AUS"	\$821.70
31 May 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$2,623.00
7 June 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$1,108.00
13 June 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$2,129.00
18 June 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$1,300.00
18 June 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$657.00
18 July 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$280.00
2 August 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$115.08

14 September 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$551.00
13 November 2007	"THE ENTRANCE PRINT LONG JETTY AUS"	\$2,000.00
Total		\$13,468.78

The Respondent authorised the payment in full by the HSU of the credit card statements in which these transactions appeared.

Purpose and authorisation of Dobell campaign expenditure

174. The expenditure alleged in paragraphs 163 to 173 above (**Dobell Campaign Expenditure**) was not:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.
175. The significant or, alternatively, the substantial purpose of the Dobell Campaign Expenditure was to assist the Respondent to:
- a. increase his public profile in Dobell;
 - b. obtain ALP preselection for Dobell; and/or
 - c. campaign for election as the MP for Dobell.

PARTICULARS

This is to be inferred from:

- i. the timing and nature of the steps taken by the Respondent towards becoming elected as the MP for Dobell alleged in paragraphs 105 to 114;

- ii. the timing and nature of the expenditure of HSU funds by the Respondent on becoming elected as the MP for Dobell alleged in paragraphs 115 to 126 and 136 to 153 above;
- iii. the timing and nature of the Dobell Campaign Expenditure alleged in paragraphs 163 to 174 above.

Contravention of HSU Rule 36(b)

176. By reason of the matters alleged in paragraphs 163 to 174 above, by authorising the payment by the HSU National Office of the Dobell Campaign Expenditure, the Respondent expended funds of the HSU:
- a. other than on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU; and/or
 - b. without the authorisation of the National Council or the National Executive.
177. By reason of the matters alleged in paragraphs 8 and 163 to 176 above, the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

178. Further or alternatively, by reason of the matters alleged in paragraphs 163 to 177 above, by authorising the payment by the HSU National Office of the Dobell Campaign Expenditure, the Respondent improperly used his position as National Secretary to:
- a. gain an advantage for himself; and/or
 - b. cause detriment to the HSU.

PARTICULARS

The Respondent's position as National Secretary made it possible for him to incur and/or authorise the Dobell Campaign Expenditure.

That use was improper because of the matters alleged in paragraphs 174 to 177 above.

The advantage gained by the Respondent was that the Dobell Campaign Expenditure assisted him to increase his public profile in Dobell, obtain ALP preselection for Dobell and/or campaign for election as the MP for Dobell, thereby increasing his chance of being elected to the Federal Parliament.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become elected as the MP for Dobell, which was not authorised in accordance with the HSU Rules.

179. By reason of the matters alleged in paragraphs 6, 163 to 177 and 178 above, the Respondent:

- a. contravened section 287(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

180. Further or alternatively, by reason of the matters alleged in paragraphs 163 to 177 above, by authorising the payment by the HSU National Office of the Dobell Campaign Expenditure, the Respondent failed to exercise his powers and discharge his duties as National Secretary:

- a. in good faith in what he believed to be the best interests of the HSU; or
- b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 163 to 177 above:

- i. it is to be inferred that when authorising the payment by the HSU National Office of the Dobell Campaign Expenditure the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that

authorising the payment by the HSU National Office of the Dobell Campaign Expenditure was in the best interests of the HSU;

- ii. when he authorised the payment by the HSU National Office of the Dobell Campaign Expenditure, the Respondent was not acting for a proper purpose, in that he was not acting for a purpose for which he was authorised to expend funds of the HSU.

181. By reason of the matters alleged in paragraphs 5, 163 to 177 and 180 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

182. Further or alternatively, by reason of the matters alleged in paragraphs 163 to 177 above, by authorising the payment by the HSU National Office of the Dobell Campaign Expenditure, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have authorised the payment by the HSU National Office of the Dobell Campaign Expenditure without:

- i. the authorisation of the National Council or the National Executive;
- ii. ensuring that his personal interest in the Dobell Campaign Expenditure was declared to the National Council or the National Executive before such authorisation was granted;

- iii. ensuring that both the authorisation of the expenditure and his declaration of interest was recorded in the minutes;
- iv. ensuring that there were appropriate records kept, and provided to the National Executive, concerning the extent and purpose of the Dobell Campaign Expenditure.

183. By reason of the matters alleged in paragraphs 4, 163 to 177 and 182 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by operation of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Damage to HSU

184. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) and/or 285(1) alleged in paragraphs 179, 181 and 183, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount of the Dobell Campaign Expenditure, namely \$60,897.31, plus interest, further particulars of which will be provided in due course.

G.5. COASTAL VOICE

Establishment of and involvement in Coastal Voice

185. On or about 1 May 2006, the Respondent:

- a. completed an application for the incorporation of an association called Coastal Voice Community Group (**Coastal Voice**) under the *Associations Incorporation Act 1984* (NSW) (**AI Act**); and
- b. caused that application to be submitted to the NSW Office of Fair Trading.

PARTICULARS

A copy of the application is in the possession of the Applicant's solicitors and may be inspected by appointment.

186. On or about 3 May 2006, Coastal Voice became an incorporated association under the AI Act.
187. In or about May 2006, the Respondent organised a function to launch Coastal Voice on or about 27 May 2006 at Terrigal Reserve (**Coastal Voice Launch**).

PARTICULARS

Among other things:

- i. On or about 4 May 2006, the Respondent submitted an Event Booking Application Form to Gosford City Council seeking permission to hold the Coastal Voice Launch at Terrigal Reserve.
- ii. On or about 5 May 2006, the Respondent emailed Belinda Ord asking her to "check with our insurance company about public liability insurance for our Community group and directors liability as well".

Copies of these documents are in the possession of the Applicant's solicitors and may be inspected by appointment.

188. From about May 2006 until about March 2007 (**Coastal Voice Period**), the Respondent was:
- a. the public officer of Coastal Voice, pursuant to section 22 of the AI Act; and
 - b. the President of Coastal Voice.
189. During the Coastal Voice Period, Coastal Voice had a website (**Coastal Voice Website**) which stated, among other things:
- a. "Get Involved [...] In order to get involved in the activities of the Coastal Voice [...] call Craig Thomson on 0448220610";
 - b. "Contact Coastal Voice [...] call the President Craig Thomson on 0448220610";

- c. "Media [...] For all media enquiries please contact Craig Thomson on 0448220610".
190. During the Coastal Voice Period, the Coastal Voice Website further stated, among other things, that the aims of Coastal Voice were to:
- a. ensure that the residents of the Central Coast of NSW, especially senior citizens and the young, do not suffer through ignorance of their rights;
 - b. promote policies and practices which support the provision of quality aged care services on the Central Coast of NSW;
 - c. promote policies and practices which support the provision of quality law enforcement and healthcare on the Central Coast of NSW;
 - d. ensure accountability from the elected representatives of the Central Coast of NSW;
 - e. provide a democratic forum that residents of the NSW Central Coast region are free to join, with an aim of improving the quality of life for residents on the Central Coast of NSW; and
 - f. exercise a responsible influence on the development of social policies and services that have the potential to impact in any way on residents of the Central Coast of NSW.
191. During the Coastal Voice Period, the activities undertaken by Coastal Voice included:
- a. organising public forums, including forums on public transport, drugs and alcohol;
 - b. publishing newsletters;
 - c. publishing newspaper advertisements; and
 - d. printing T-shirts.

Work done by Stevens for Coastal Voice

192. While employed by the HSU National Office, Stevens performed work on Coastal Voice.

PARTICULARS

The work performed by Stevens on Coastal Voice included:

- i. placing newspaper advertisements on behalf of Coastal Voice;
- ii. purchasing and printing T-shirts.

Work done by Burke for Coastal Voice

193. While employed by the HSU National Office, Burke performed work on Coastal Voice.

PARTICULARS

The work performed by Burke on Coastal Voice included:

- i. maintaining the Coastal Voice Website;
- ii. publishing newsletters;
- ii. appearing in a newspaper advertisement for Coastal Voice.

Expenditure of HSU funds on Coastal Voice***Expenditure on newspaper advertisements for Coastal Voice***

194. In or about May 2006, the Respondent authorised the payment by the HSU National Office of \$616.00 on newspaper advertisements for Coastal Voice.

PARTICULARS

The payments were made to John Fairfax Publications Pty Ltd and were charged to the CS Diners Club Card.

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
12 May 2006	"JOHN FAIRFAX PUBLICATIONS P/L	\$308.00

ABN 33003357720”

12 May 2006	“JOHN FAIRFAX PUBLICATIONS P/L ABN 33003357720”	\$308.00
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The Respondent authorised the payment in full by the HSU of the credit card statement on which these transactions appeared.

Expenditure on Coastal Voice Launch

195. In or about May 2006, the Respondent used the CT CBA Mastercard to incur expenditure on the Coastal Voice Launch, totalling \$709.28.

PARTICULARS

Particulars of CT CBA Mastercard transactions:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
19 May 2006	“GOSFORD CITY COUNCIL GOSFORD AUS”	\$320.00
27 May 2006	“PRESTIGE PARTY HIRE TUGGERAH AUS”	\$273.28
27 May 2006	“GT PARTY HIRE WEST GOSFORD AUS”	\$116.00

The Respondent authorised the payment in full by the HSU of the credit card statements on which these transactions appeared.

Expenditure on T-shirts for Coastal Voice

196. In or about May 2006, the Respondent authorised the payment by the HSU National Office of \$135.87 on T-shirts for Coastal Voice.

PARTICULARS

The payments were charged to the CS Diners Club Card.

<i>Date on statement</i>	<i>Transaction details</i>	<i>Amount</i>
24 May 2006	"ECKERSLEYS ERINA ABN 91004631716"	\$82.05
26 May 2006	"BIG W 0172 TUGGERAH ABN 88000014675"	\$29.88
26 May 2006	"K MART GOROKAN E1130 ABN 11004089936"	\$23.94
Total		\$ 135.87

The Respondent authorised the payment in full by the HSU of the credit card statement on which these transactions appeared.

Expenditure on domain name registration for Coastal Voice

197. In or about 2006, the Respondent authorised a payment by the HSU National Office for the registration of the domain name for the Coastal Voice Website.

PARTICULARS

Further particulars will be provided following the return of subpoenas.

Purpose and authorisation of expenditure on Coastal Voice

198. The Respondent authorised the work and expenditure alleged in paragraphs 192 to 197 above (**Coastal Voice Expenditure**).
199. The Coastal Voice Expenditure was not:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

200. The significant or, alternatively, substantial purposes of the Coastal Voice Expenditure included:
- a. increasing the Respondent's public profile in Dobell;
 - b. improving the Respondent's prospects of obtaining ALP preselection for Dobell;
and
 - c. improving the Respondent's prospects of being elected as the MP for Dobell.

PARTICULARS

This is to be inferred from:

- i. the timing and nature of the steps taken by the Respondent towards becoming elected as the MP for Dobell alleged in paragraphs 105 to 114;
- ii. the employment of Stevens to assist the Respondent in becoming elected as the MP for Dobell alleged in paragraphs 115 to 126;
- iii. the employment of Burke to assist the Respondent in becoming elected as the MP for Dobell alleged in paragraph 136 to 153;
- iv. the timing and nature of the expenditure of HSU funds by the Respondent on becoming elected as the MP for Dobell alleged in paragraphs 163 to 175 above;
- v. the circumstances of the Coastal Voice Expenditure alleged in paragraphs 185 to 199 above.

Contravention of HSU Rule 36(b)

201. By reason of the matters alleged in paragraphs 185 to 200 above, by authorising the payment by the HSU National Office of the Coastal Voice Expenditure, the Respondent expended funds of the HSU:
- a. other than on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU; and/or

b. without the authorisation of the National Council or the National Executive.

202. By reason of the matters alleged in paragraphs 8 and 185 to 201 above, the Respondent contravened HSU Rule 36(b).

Contravention of section 287(1)

203. Further or alternatively, by reason of the matters alleged in paragraphs 185 to 202 above, by authorising the payment by the HSU National Office of the Coastal Voice Expenditure, the Respondent improperly used his position as National Secretary to:

a. gain an advantage for himself; and/or

b. cause detriment to the HSU.

PARTICULARS

The Respondent's position as National Secretary made it possible for him to incur and/or authorise the Coastal Voice Expenditure.

That use was improper because of the matters alleged in paragraphs 199 to 202 above.

The advantage gained by the Respondent was that the Coastal Voice Expenditure assisted him to increase his public profile in Dobell, obtain ALP preselection for Dobell and/or campaign for election as the MP for Dobell, thereby increasing his chance of being elected to the Federal Parliament.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become elected as the MP for Dobell, which was not authorised in accordance with the HSU Rules.

204. By reason of the matters alleged in paragraphs 6, 185 to 202 and 203 above, the Respondent:

a. contravened section 287(1) of the RAO Schedule; and

- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

205. Further or alternatively, by reason of the matters alleged in paragraphs 185 to 202 above, by authorising the payment by the HSU National Office of the Coastal Voice Expenditure, the Respondent failed to exercise his powers and discharge his duties as National Secretary:
- a. in good faith in what he believed to be the best interests of the HSU; or
 - b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 185 to 202 above:

- i. it is to be inferred that when authorising the payment by the HSU National Office of the Coastal Voice Expenditure the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that authorising the payment by the HSU National Office of the Coastal Voice Expenditure was in the best interests of the HSU;
 - ii. when he authorised the payment by the HSU National Office of the Coastal Voice Expenditure, the Respondent was not acting for a proper purpose, in that he was not acting for a purpose for which he was authorised to expend funds of the HSU.
206. By reason of the matters alleged in paragraphs 5, 185 to 202 and 205 above, the Respondent:
- a. contravened section 286(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

207. Further or alternatively, by reason of the matters alleged in paragraphs 185 to 202 above, by authorising the payment by the HSU National Office of the Coastal Voice Expenditure, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:
- a. were an officer of an organisation in the HSU's circumstances; and
 - b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have authorised the payment by the HSU National Office of the Coastal Voice Expenditure without:

- i. the authorisation of the National Council or the National Executive; and
 - ii. ensuring that his personal interest in the Coastal Voice Expenditure was declared to the National Council or the National Executive before such authorisation was granted;
 - iii. ensuring that each of the above matters was recorded in the minutes;
 - iv. ensuring that there were appropriate records kept, and provided to the National Executive, of the nature and amount of the Coastal Voice Expenditure.
208. By reason of the matters alleged in paragraphs 4, 185 to 202 and 207 above, the Respondent:
- a. contravened section 285(1) of the RAO Schedule; and
 - b. is liable, by operation of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Damage to HSU

209. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) and/or 285(1) alleged in paragraphs 204, 206 and 208 above, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount of the Coastal Voice Expenditure, plus interest, further particulars of which will be provided in due course.

G.6. GOLDEN YEARS COLLECTABLES***Golden Years Collectables expenditure***

210. In or about November 2006, the Respondent:
- a. used the CT CBA Mastercard to purchase memorabilia from a shop called Golden Years Collectables, in Erina on the Central Coast of NSW, costing \$2,050.00 (**Golden Years Collectables Expenditure**);

PARTICULARS

Particulars of CT CBA Mastercard transaction:

<i>Date on credit card statement</i>	<i>Transaction details</i>	<i>Amount</i>
25 November 2006	"GLDN YRS COLLECTIBLES ERINA AUS"	\$2,050.00

The Respondent authorised the payment in full by the HSU of the credit card statement on which this transaction appeared.

- b. authorised the donation of those memorabilia to the ALP for raffles (**Golden Years Collectables Donation**).

Purpose and authorisation

211. The Golden Years Collectables Expenditure was not:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.
212. A significant purpose or, alternatively, a substantial purpose, of the Golden Years Collectables Expenditure was to:
- a. improve the Respondent's prospects of obtaining ALP preselection for Dobell; and
 - b. improve the Respondent's prospects of being elected as the MP for Dobell.

PARTICULARS

This is to be inferred from:

- i. the timing and nature of the steps taken by the Respondent towards becoming elected as the MP for Dobell alleged in paragraphs 105 to 114;
 - ii. the timing and nature of the expenditure of HSU funds by the Respondent on becoming elected as the MP for Dobell alleged in paragraphs 115 to 126, 136 to 153, 163 to 175 and 185 to 200 above;
 - iii. the circumstances of the Golden Years Collectables Expenditure alleged in paragraphs 210 to 211 above.
213. The Golden Years Collectables Donation was not:
- a. approved by the National Council or the National Executive, pursuant to HSU Rule 36(g); or
 - b. by way of provision for, or reimbursement of, out of pocket expenses incurred by persons for the benefit of the HSU.

Contravention of HSU Rules

214. By reason of the matters alleged in paragraphs 210 to 213 above, by causing the HSU National Office to incur the Golden Years Collectables Expenditure, the Respondent contravened HSU Rule 36(b).
215. Further or alternatively, by reason of the matters alleged in paragraphs 210 to 213 above, by authorising the making by the HSU National Office of the Golden Years Collectables Donation, the Respondent contravened HSU Rule 36(g).

Contravention of section 287(1)

216. Further or alternatively, by reason of the matters alleged in paragraphs 210 to 215 above:
- a. by causing the HSU National Office to incur the Golden Years Collectables Expenditure; and
 - b. by authorising the making of the Golden Years Collectables Donation;
- the Respondent improperly used his position as National Secretary to:
- c. gain an advantage for himself; and/or
 - d. cause detriment to the HSU.

PARTICULARS

The Respondent's position as National Secretary made it possible for him to incur the Golden Years Collectables Expenditure and to make the Golden Years Collectables Donation.

That use was improper because of the matters alleged in paragraphs 211 to 215 above.

The advantage gained by the Respondent was the expenditure of HSU funds on improving his prospects of become preselected by the ALP and elected as the MP for Dobell.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become preselected by the ALP and elected as the MP for Dobell, which was not expenditure that was authorised in accordance with the HSU Rules.

217. By reason of the matters alleged in paragraphs 6, 210 to 215 and 216 above, the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

218. Further or alternatively, by reason of the matters alleged in paragraphs 210 to 215 above:
- a. by causing the HSU National Office to incur the Golden Years Collectables Expenditure; and
 - b. by authorising the making of the Golden Years Collectables Donation;

the Respondent failed to exercise his powers and discharge his duties as National Secretary:

- c. in good faith in what he believed to be the best interests of the HSU; or
- d. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 210 to 215 above:

- i. it is to be inferred that when causing the HSU National Office to incur the Golden Years Collectables Expenditure or authorising the making by the HSU National Office of the Golden Years Collectables Donation the Respondent was not acting in good faith in what he believed to be the best interests of the HSU,

because no reasonable person in the position of the Respondent could have believed that causing the HSU National Office to incur the Golden Years Collectables Expenditure or authorising the making by the HSU National Office of the Golden Years Collectables Donation was in the best interests of the HSU;

- ii. when he caused the HSU National Office to incur the Golden Years Collectables Expenditure and authorised the making by the HSU National Office of the Golden Years Collectables Donation, the Respondent was not acting for a proper purpose, in that he was not acting for a purpose for which he was authorised to expend funds of the HSU.

219. By reason of the matters alleged in paragraphs 5, 210 to 215 and 218 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

220. Further or alternatively, by reason of the matters alleged in paragraphs 210 to 215 above:

- a. by causing the HSU National Office to incur the Golden Years Collectables Expenditure; and
- b. by authorising the making of the Golden Years Collectables Donation;

the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- c. were an officer of an organisation in the HSU's circumstances; and
- d. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have caused the HSU National Office to incur the Golden Years Collectables Expenditure or authorised the making by the HSU National Office of the Golden Years Collectables Donation without:

- i. the authorisation of the National Council or the National Executive;
and
- ii. ensuring that the Golden Years Collectables Donation was approved by the National Council or National Executive in accordance with HSU Rule 36(g);
- iii. ensuring that his personal interest in the Golden Years Collectables Expenditure and Golden Years Collectables Donation was declared to the National Council or the National Executive before such authorisation and approval was granted;
- iv. ensuring that each of the above matters was recorded in the minutes;
- v. ensuring that there were appropriate records kept, and provided to the National Executive, of the nature and amount of the Golden Years Collectables Expenditure and Golden Years Collectables Donation.

221. By reason of the matters alleged in paragraphs 4, 210 to 215 and 220 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by operation of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Damage to HSU

222. As a result of the contraventions by the Respondent of sections 287(1) and/or 286(1) and/or 285(1) alleged in paragraphs 217, 219 and 221 above, the HSU suffered damage.

PARTICULARS

The HSU suffered damage in the amount of the Golden Years Collectables Expenditure, namely \$2,050.00, plus interest, further particulars of which will be provided in due course.

G.7. DADS IN EDUCATION FATHER'S DAY BREAKFAST***Donations***

223. In or about 2007, the Respondent agreed with Ceri Aubrey (**Aubrey**), a director of Dads in Education Ltd (**Dads in Education**), that the HSU would make donations over two years to Dads in Education in relation to an event called Dads in Education Father's Day Breakfast.
224. At the time the Respondent made the agreement alleged in paragraph 223 above:
- a. Dads in Education was an organisation that:
 - i. was based on the Central Coast of NSW; and
 - ii. promoted the involvement of fathers in education;
 - b. Dads in Education Father's Day Breakfast was an event that encouraged fathers to attend a breakfast at their child's or children's school and to read to their child or children at school; and
 - c. Aubrey was a member of the ALP in Dobell.
225. In or about August 2007, pursuant to the agreement alleged in paragraph 223, the Respondent authorised the payment by the HSU National Office of a \$5,000 donation to Dads in Education in relation to the 2007 Dads in Education Father's Day Breakfast.

PARTICULARS

The donation was made by two EFT payments, each of \$2,500, on 22 and 23 August 2007.

226. In or about early September 2007, the Respondent appeared on the Channel Seven Sunrise television program in connection with the Dads in Education Father's Day Breakfast event.
227. On or about 3 December 2007, being 11 days before the Respondent resigned as National Secretary and approximately nine months before the event was to be held, the Respondent authorised the payment by the HSU National Office of a further \$5,000 donation to Dads in Education in relation to the 2008 Dads in Education Father's Day Breakfast.

PARTICULARS

The donation was made on 3 December 2007.

Purpose and authorisation

228. The donations of HSU National Office funds alleged in paragraphs 225 and 227 above (**Dads in Education Donations**) were not:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.
229. The Dads in Education Donations were not:
- a. approved by the National Council or the National Executive, pursuant to HSU Rule 36(g); or
 - b. by way of provision for, or reimbursement of, out of pocket expenses incurred by persons for the benefit of the HSU.
230. The significant or, alternatively, substantial purposes of the Dads in Education Donations included:

- a. increasing the Respondent's public profile in Dobell;
- b. improving the Respondent's prospects of being elected as the MP for Dobell.

PARTICULARS

This is to be inferred from:

- i. the timing and nature of the steps taken by the Respondent towards becoming elected as the MP for Dobell alleged in paragraphs 105 to 114;
- ii. the timing and nature of the expenditure of HSU funds by the Respondent on becoming elected as the MP for Dobell alleged in paragraphs 115 to 126, 136 to 153, 163 to 175, 185 to 200 and 210 to 213 above;
- iii. the circumstances of the Dads in Education Donations alleged in paragraphs 223 to 229 above.

Contravention of HSU Rules

231. By reason of the matters alleged in paragraphs 223 to 228 above, by authorising the payment by the HSU National Office of the Dads in Education Donations, the Respondent contravened HSU Rule 36(b).
232. Further or alternatively, by reason of the matters alleged in paragraphs 223 to 229 above, by authorising the payment by the HSU National Office of the Dads in Education Donations, the Respondent contravened HSU Rule 36(g).

Contravention of section 287(1)

233. Further or alternatively, by reason of the matters alleged in paragraphs 223 to 232 above, by authorising the payment by the HSU National Office of the Dads in Education Donations, the Respondent improperly used his position as National Secretary to:
- a. gain an advantage for himself; and/or
 - b. cause detriment to the HSU.

PARTICULARS

The Respondent's position as National Secretary made it possible for him to cause the HSU to make the Dads in Education Donations.

That use was improper because of the matters alleged in paragraphs 228 to 230 above.

The advantage gained by the Respondent was the expenditure of HSU funds on increasing his public profile in Dobell and thereby improving his prospects of becoming elected as the MP for Dobell.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become elected as the MP for Dobell, which was not expenditure that was authorised in accordance with the HSU Rules.

234. By reason of the matters alleged in paragraphs 6, 223 to 232 and 233 above, the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

235. Further or alternatively, by reason of the matters alleged in paragraphs 223 to 232 above, by authorising the payment by the HSU National Office of the Dads in Education Donations, the Respondent failed to exercise his powers and discharge his duties as National Secretary:
- a. in good faith in what he believed to be the best interests of the HSU; or
 - b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 223 to 232 above:

- i. it is to be inferred that when authorising the payment by the HSU National Office of the Dads in Education Donations the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that authorising the payment by the HSU National Office of the Dads in Education Donations was in the best interests of the HSU;
- ii. when he authorised the payment by the HSU National Office of the Dads in Education Donations, the Respondent was not acting for a proper purpose, in that he was not acting for a purpose for which he was authorised to expend funds of the HSU.

236. By reason of the matters alleged in paragraphs 5, 223 to 232 and 235 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

237. Further or alternatively, by reason of the matters alleged in paragraphs 223 to 232 above, by authorising the payment by the HSU National Office of the Dads in Education Donations, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have authorised the payment by the HSU National Office of the Dads in Education Donations without:

- i. the authorisation of the National Council or the National Executive;
and
- ii. ensuring that the Dads in Education Donations were approved by the National Council or National Executive in accordance with HSU Rule 36(g);
- iii. ensuring that his personal interest in the Dads in Education Donations was declared to the National Council or the National Executive before such authorisation and approval was granted;
- iv. ensuring that each of the above matters was recorded in the minutes;
- v. ensuring that there were appropriate records kept, and provided to the National Executive, about the nature and amount of the Dads in Education Donations.

238. By reason of the matters alleged in paragraphs 4 and 223 to 232 and 237 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by operation of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

G.8. CENTRAL COAST CONVOY FOR KIDS

Donation

239. In or about September 2006, the Respondent authorised the payment by the HSU National Office of a \$5,000 donation to an event called Central Coast Convoy for Kids (**Central Coast Convoy Donation**).

PARTICULARS

The donation was made on 12 September 2006.

240. At the time of the Central Coast Convoy Donation, the Central Coast Convoy for Kids was a fundraising event run by the Transport Workers Union (**TWU**) to raise funds for children's charitable causes on the Central Coast of NSW.

Purpose and authorisation

241. The Central Coast Convoy Donation was not:

- a. authorised by the National Council or the National Executive; or
- b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

242. The Central Coast Convoy Donation was not:

- a. approved by the National Council or the National Executive, pursuant to HSU Rule 36(g); or
- b. by way of provision for, or reimbursement of, out of pocket expenses incurred by persons for the benefit of the HSU.

243. The significant or, alternatively, substantial purposes of the Central Coast Convoy Donation included:

- a. increasing the Respondent's public profile in Dobell;
- b. assisting the Respondent to obtain ALP preselection for Dobell; and
- c. improving the Respondent's prospects of being elected as the MP for Dobell.

PARTICULARS

This is to be inferred from:

- i. the timing and nature of the steps taken by the Respondent towards becoming elected as the MP for Dobell alleged in paragraphs 105 to 114;

- ii. the timing and nature of the expenditure of HSU funds by the Respondent on becoming elected as the MP for Dobell alleged in paragraphs 115 to 126, 136 to 153, 163 to 175, 185 to 200, 210 to 213 and 223 to 230 above;
- iii. the circumstances of the Central Coast Convoy Donation alleged in paragraphs 239 to 242 above.

Contravention of HSU Rules

244. By reason of the matters alleged in paragraphs 239 to 241 above, by authorising the payment by the HSU National Office of the Central Coast Convoy Donation, the Respondent contravened HSU Rule 36(b).
245. Further or alternatively, by reason of the matters alleged in paragraphs 239 to 242 above, by authorising the payment by the HSU National Office of the Central Coast Convoy Donation, the Respondent contravened HSU Rule 36(g).

Contravention of section 287(1)

246. Further or alternatively, by reason of the matters alleged in paragraphs 239 to 245 above, by authorising the payment by the HSU National Office of the Central Coast Convoy Donation, the Respondent improperly used his position as National Secretary to:
- a. gain an advantage for himself; and/or
 - b. cause detriment to the HSU.

PARTICULARS

The Respondent's position as National Secretary made it possible for him to cause the HSU to make the Central Coast Convoy Donation.

That use was improper because of the matters alleged in paragraphs 241 to 243 above.

The advantage gained by the Respondent was the expenditure of HSU funds on increasing his public profile in Dobell, obtaining ALP

preselection for Dobell and improving his prospects of becoming elected as the MP for Dobell.

The detriment caused to the HSU was the expenditure of HSU funds on the Respondent's efforts to become elected as the MP for Dobell, which was not expenditure that was authorised in accordance with the HSU Rules.

247. By reason of the matters alleged in paragraphs 6, 239 to 245 and 246 above, the Respondent:
- a. contravened section 287(1) of the RAO Schedule; and
 - b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 286(1)

248. Further or alternatively, by reason of the matters alleged in paragraphs 239 to 245 above, by authorising the payment by the HSU National Office of the Central Coast Convoy Donation, the Respondent failed to exercise his powers and discharge his duties as National Secretary:
- a. in good faith in what he believed to be the best interests of the HSU; or
 - b. for a proper purpose.

PARTICULARS

By reason of the matters alleged in paragraphs 239 to 245 above:

- i. it is to be inferred that when authorising the payment by the HSU National Office of the Central Coast Convoy Donation the Respondent was not acting in good faith in what he believed to be the best interests of the HSU, because no reasonable person in the position of the Respondent could have believed that authorising the payment by the HSU National Office of the Central Coast Convoy Donation was in the best interests of the HSU;

- ii. when he authorised the payment by the HSU National Office of the Central Coast Convoy Donation, the Respondent was not acting for a proper purpose, in that he was not acting for a purpose for which he was authorised to expend funds of the HSU.

249. By reason of the matters alleged in paragraphs 5, 239 to 245 and 248 above, the Respondent:

- a. contravened section 286(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Contravention of section 285(1)

250. Further or alternatively, by reason of the matters alleged in paragraphs 239 to 245 above, by authorising the payment by the HSU National Office of the Central Coast Convoy Donation, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have authorised the payment by the HSU National Office of the Central Coast Convoy Donation without:

- i. the authorisation of the National Council or the National Executive; and
- ii. ensuring that the Central Coast Convoy Donation was approved by the National Council or National Executive in accordance with HSU Rule 36(g);

- iii. ensuring that his personal interest in the Central Coast Convoy Donation was declared to the National Council or the National Executive before such authorisation and approval was granted;
- iv. ensuring that each of the above matters was recorded in the minutes;
- v. ensuring that there were appropriate records kept, and provided to the National Executive, about the nature and amount of the Central Coast Convoy Donation.

251. By reason of the matters alleged in paragraphs 4 and 239 to 245 and 250 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by operation of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

G.9. CENTRAL COAST RUGBY LEAGUE

252. In or about 2006, the Respondent, on behalf of the HSU, made an agreement (**Sponsorship Agreement**) with Central Coast Division of Country Rugby League Inc (**Central Coast Rugby League**).

PARTICULARS

The Sponsorship Agreement is in writing and is contained in a document titled "Major Sponsorship Contract" or, alternatively, was an oral agreement the terms of which correspond to the terms in the document titled "Major Sponsorship Contract". A copy of the unsigned agreement is in the possession of the Applicant's solicitors and may be inspected by appointment.

253. Under the Sponsorship Agreement, HSU agreed to provide \$30,000 to Central Coast Rugby League in each of 2006, 2007 and 2008, with the amounts paid in 2007 and 2008 to be indexed in accordance with the Consumer Price Index (**CPI**).

PARTICULARS

The term was contained in the document titled Major Sponsorship Contract.

254. Pursuant to the Sponsorship Agreement, between 2006 and 2008 the HSU made payments to Central Coast Rugby League totalling \$103,393.32 (**Central Coast Rugby League Expenditure**).

PARTICULARS

In respect of 2007, the HSU National Office made a payment of \$15,000.00 on 6 March 2007 and a payment of \$19,320.00 on 7 March 2007.

In respect of 2008, the HSU National Office made a payment of \$39,073.32 on 30 June 2008.

Further particulars of the payment in respect of 2006 will be provided following the return of subpoenas.

255. The Central Coast Rugby League Expenditure was not:
- a. authorised by the National Council or the National Executive; or
 - b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

Contravention of HSU Rule 36(b)

256. By reason of the matters alleged in paragraphs 252 to 255 above, by causing the HSU National Office to incur the Central Coast Rugby League Expenditure, the Respondent contravened HSU Rule 36(b).

Contravention of section 285(1)

257. Further or alternatively, by reason of the matters alleged in paragraphs 252 to 256 above, by causing the HSU National Office to incur the Central Coast Rugby League Expenditure, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:
- a. were an officer of an organisation in the HSU's circumstances; and

- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would not have caused the HSU National Office to incur the Central Coast Rugby League Expenditure without the authorisation of the National Council or the National Executive.

258. By reason of the matters alleged in paragraphs 4, 252 to 256 and 257 above, the Respondent:
- a. contravened section 285(1) of the RAO Schedule; and
 - b. is liable, by operation of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

G.10. FAILURE TO CAUSE HSU TO DISCLOSE DONATIONS

Obligation to disclose Central Coast Convoy and Golden Years Collectables donations

259. By reason of the matters alleged in:

- a. paragraphs 10 to 11 above;
- b. paragraphs 210 to 213 above; and
- c. paragraphs 239 to 240 above;

the Respondent was obliged by HSU Rule 32(f) to lodge with the Industrial Registrar, within 90 days after the end of the 2006-07 financial year, being 28 September 2007, a Statement of Grants and Donations that disclosed the particulars required by section 237 of the RAO Schedule of the following donations by the HSU:

- d. the \$5,000.00 donation to Central Coast Convoy for Kids made on or about 12 September 2006; and
- e. the \$2,050.00 of memorabilia donated to the ALP in or about November 2006.

Non-disclosure of donations

260. The Respondent failed to lodge with the Industrial Registrar, within 90 days after the end of the 2006-07 financial year, any Statement of Grants and Donations by the HSU.

Contravention of HSU Rule 32(f)

261. By reason of the matters alleged in paragraphs 259 and 260 above, the Respondent contravened HSU Rule 32(f).

Contravention of section 285(1)

262. Further, by reason of the matters alleged in paragraphs 259 to 261 above, by failing to lodge with the Industrial Registrar, within 90 days after the end of the 2006-07 financial year, any Statement of Grants and Donations by the HSU, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would have ensured that the HSU lodged a Statement of Grants and Donations, in compliance with HSU Rule 32(f) and section 237 of the RAO Schedule.

263. By reason of the matters alleged in paragraphs 4 and 259 to 262 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

G.11. ANNUAL LEAVE WHILE CAMPAIGNING FOR DOBELL IN OCTOBER AND NOVEMBER 2007

264. In or about October and November 2007, the Respondent was absent from work campaigning full-time for election in Dobell.
265. In respect of the period he was absent from work campaigning full-time for election in Dobell, the Respondent did not, at any time:
- a. seek the authorisation of the National Executive to take annual leave;
 - b. keep, or cause the HSU to keep, any record of him having taken annual leave; or
 - c. ensure that another official, such as the Senior National Assistant Secretary, acted in his stead during this period.

Contravention of HSU Rule 32(e)

266. By reason of the matters alleged in paragraph 7.d.ii above, the Respondent was obliged, by HSU Rule 32(e), to keep or cause to be kept a record of any leave he took.

PARTICULARS

In or about October and November 2007:

- i. HSU Rule 32(e) obliged the Respondent to keep or cause to be kept the records required to be kept by an organisation pursuant to the provisions of the WR Act or as amended from time to time;
- ii. sections 836 and 884 of the WR Act provided that the regulations made under the WR Act may provide for the making and retention by employers of records relating to the employment of employees;
- iii. regulations 19.4 and 19.12 of the *Workplace Relations Regulations 2006* (Cth) (**WR Regs**) required an employer to make or cause to be made a record containing details of any leave taken by an employee;

- iv. section 252 of the RAO Schedule required the HSU National Office to keep such financial records as correctly record and explain the transactions and financial position of the HSU National Office;
- v. by reason of the matters identified in sub-paragraphs ii. to iv. above, the records required to be kept by the HSU pursuant to the provisions of the WR Act included records of any annual leave taken by the Respondent.

267. By reason of the matters alleged in paragraphs 264 to 266 above, by not keeping, or causing the HSU to keep, any record of the Respondent having taken annual leave in or about October and November 2007, the Respondent contravened HSU Rule 32(e).

Contravention of section 285(1)

268. By reason of the matters alleged in paragraphs 264 to 267 above, by failing to take the steps alleged in paragraph 265 above, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU and had the same responsibilities within the HSU as the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would have:

- i. sought the authorisation of the National Executive to take annual leave;
- ii. kept, or caused the HSU to keep, a record of having taken annual leave;
- iii. ensured that another official, such as the Senior National Assistant Secretary, acted in their stead while they were on leave.

269. By reason of the matters alleged in paragraphs 4 and 264 to 268 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

H. OTHER CONTRAVENTIONS CONCERNING THE HSU NATIONAL OFFICE

H.1. EMPLOYMENT OF OTHER NATIONAL OFFICE STAFF

Nicole Rodger

270. In or about November 2005, the Respondent caused the HSU National Office to employ Nicole Rodger (**Rodger**) in an Administrative Support position.
271. By reason of the matters alleged in paragraph 12 above, the Respondent was obliged by HSU Rule 27(a) to report the employment and proposed wages and conditions of Rodger to the National Executive, for determination of her wages and conditions.
272. The Respondent did not report the employment, or proposed wages and conditions, of Rodger to the National Executive.
273. By reason of the matters alleged in paragraphs 270 to 272 above, by failing to report the employment, or proposed wages and conditions, of Rodger to the National Executive, the Respondent contravened HSU Rule 27(a).

Karinda Flavell

274. In or about March 2006, the Respondent caused the HSU National Office to employ Karinda Flavell (**Flavell**) as a National Research Officer.
275. By reason of the matters alleged in paragraph 12 above, the Respondent was obliged by HSU Rules 21(e) and 27(a) to seek the authorisation of the National Council or the National Executive for the employment, and wages and conditions, of Flavell.
276. The Respondent did not seek the authorisation of the National Council or the National Executive for the employment, or wages and conditions, of Flavell.
277. By reason of the matters alleged in paragraphs 274 to 276 above, by failing to seek the authorisation of the National Council or the National Executive for the employment, or

wages and conditions of, Flavell, the Respondent contravened HSU Rules 21(e) and 27(a).

Struan Robertson

278. In or about July 2003, the Respondent caused the HSU National Office to employ Struan Robertson (**Robertson**) in the position of National Liaison Officer.
279. By reason of the matters alleged in paragraph 12 above, the Respondent was obliged by HSU Rule 27(a) to report the proposed wages and conditions of Robertson to the National Executive, for determination by the National Executive.
280. On or about 1 August 2003 the Respondent:
- a. reported the employment of Robertson to the National Executive; but
 - b. failed to report Robertson's proposed wages and conditions to the National Executive, for determination by the National Executive.
281. By reason of the matters alleged in paragraphs 278 to 280 above, by failing to report Robertson's proposed wages and conditions to the National Executive, the Respondent contravened HSU Rule 27(a).

Mark McLeay

282. In or about January 2007, the Respondent caused the HSU National Office to employ Mark McLeay (**McLeay**) as a National Industrial Officer.
283. By reason of the matters alleged in paragraph 12 above, the Respondent was obliged by HSU Rules 21(e) and 27(a) to seek the authorisation of the National Council or the National Executive for the employment, and wages and conditions, of McLeay.
284. The Respondent:
- a. on or about 2 February 2007, reported the employment of McLeay to the National Executive; but
 - b. did not seek the authorisation of the National Council or the National Executive for the employment, and wages and conditions, of McLeay.

285. By reason of the matters alleged in paragraphs 282 to 284 above, by failing to seek the authorisation of the National Council or the National Executive for the employment, and wages and conditions, of McLeay, the Respondent contravened HSU Rules 21(e) and 27(a).

Belinda Ord

286. In or about December 2004, the Respondent caused the HSU National Office to employ Belinda Ord (**Ord**) in an Administration Support position, with effect from about 7 February 2005.

287. By reason of the matters alleged in paragraph 12 above, the Respondent was obliged by HSU Rule 27(a) to report the employment, and proposed wages and conditions, of Ord to the National Executive, for determination of her wages and conditions by the National Executive.

288. The Respondent:

- a. on or about 1 March 2005, reported the employment of Ord to the National Executive; but
- b. did not report her proposed wages and conditions to the National Executive for determination by the National Executive.

289. In or about February 2006, the Respondent decided to increase Ord's salary with effect from 6 March 2006.

PARTICULARS

The Respondent's decision was recorded in a letter from the Respondent to Ord dated 28 February 2006, a copy of which is in the possession of the Applicant's solicitors and may be inspected by appointment.

290. By reason of the matters alleged in paragraph 12 above, the Respondent did not have authority to increase Ord's salary, and was obliged by HSU Rule 27(a) to submit any proposal to increase Ord's salary to the National Executive for determination.

291. The Respondent failed to submit Ord's proposed salary increase to the National Executive, and instead purported to authorise that salary increase himself.

292. By reason of the matters alleged in paragraphs 286 to 291 above, by:
- a. failing to report Ord's proposed wages and conditions to the National Executive, in or about December 2004; and
 - b. purporting to authorise Ord's salary increase in or about February 2006, without submitting that increase to the National Executive for determination;

the Respondent contravened HSU Rule 27(a).

H.2. FAILURE TO PREPARE POLICIES AND PROCEDURES

Policies and procedures relating to credit cards

293. In the period between about August 2002 and about December 2007, the following HSU National Office staff had and used credit cards that had been issued to them by the HSU National Office (**HSU National Office Credit Cards**):
- a. the Respondent: the CT Diners Club Card and the CT CBA Mastercard;
 - b. Stevens: the CS Diners Club Card;
 - c. Burke: the MB Diners Club Card;
 - d. Walton: a Diners Club Card and a CBA Mastercard;
 - e. Robertson: a Diners Club Card;
 - f. Flavell: a Diners Club Card;
 - g. McLeay: a Diners Club Card;
 - h. Mark Robinson (**Robinson**): a Diners Club Card and a CBA Mastercard;
 - i. Nurten Ungun (**Ungun**): a Diners Club Card and (until about February 2005), a CBA Mastercard.

294. The Respondent authorised the issuance of the HSU National Office Credit Cards to the staff alleged in paragraph 293 above and/or the use of the HSU National Office Credit Cards by those staff.

295. The Respondent used the CT Credit Cards:

- a. between 2002 and about November 2005, while the Respondent resided in Melbourne, to incur approximately \$30,903.61 of expenditure on dining and entertainment in Melbourne;

PARTICULARS

Particulars of this expenditure are set out in Annexure D.

- b. from about December 2005 to 2007, after the Respondent moved his residence to the Central Coast of NSW, to incur approximately \$13,246.11 of expenditure on dining and entertainment on the Central Coast of NSW or in Sydney.

PARTICULARS

Particulars of this expenditure are set out in Annexure E.

296. A reasonable person who:

- a. was an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU and had the same responsibilities within the HSU as the Respondent;

would have caused to be prepared, and submitted to the National Executive or the National Council for approval, policies and procedures (**Credit Card Policies and Procedures**) governing:

- c. the circumstances in which a credit card should be issued to a National Office staff member;
- d. the circumstances in which such a credit card could be used by a National Office staff member;

- e. the circumstances, if any, in which such a credit card could be used to make a cash withdrawal;
- f. a staff member's obligation to retain and submit documentation to the HSU substantiating the purpose of a credit card transaction;
- g. the procedure by which the purpose of each credit card transaction would be verified and authorised by the HSU.

PARTICULARS

This obligation arose by reason of:

- i. the Respondent's duty, under HSU Rule 32(j), to be responsible for the books, records, property and moneys of the HSU, alleged in paragraph 7.d.vii above;
- ii. the Respondent's duty, under HSU Rule 32(n), between meetings of the National Executive, to control and conduct the business of the HSU, alleged in paragraph 7.d.viii above;
- iii. the limits on the expenditure of HSU funds imposed by HSU Rule 36(b), alleged in paragraphs 7.f to 7.i above;
- iv. the number of credit cards authorised by the Respondent to be issued to HSU National Office staff, alleged in paragraphs 293 to 294 above;
- v. the number, frequency and amount of the Cash Withdrawals made by the Respondent using the CT CBA Mastercard, alleged in paragraph 55 above;
- vi. the use by the Respondent of the CT Credit Cards to incur the dining and entertainment expenditure alleged in paragraph 295 above.

The Applicant relies further on *Australian Auditing Standard ASA 240* which provided, *inter alia*, that it was the responsibility of management,

with oversight from those charged with governance, to establish a control environment and maintain policies and procedures to assist in achieving the objective of ensuring, as far as possible, the orderly and efficient conduct of the entity's business.

297. The Respondent did not cause to be prepared, and submitted to the National Executive or National Council for approval, any Credit Card Policies and Procedures.

Contravention of section 285(1)

298. By reason of the matters alleged in paragraphs 293 to 297 above, by failing to cause to be prepared, and submitting to the National Executive or National Council for approval, the Credit Card Policies and Procedures (or any of them), the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU and had the same responsibilities within the HSU as the Respondent.

299. By reason of the matters alleged in paragraphs 4 and 293 to 298 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

Policies and procedures concerning travel-related expenditure

300. In the financial years ending between 2002 and 2008, the HSU National Office incurred approximately the following amounts in expenditure on travel and accommodation:

- a. 2001-02 financial year: \$29,284
- b. 2002-03 financial year: \$149,838
- c. 2003-04 financial year: \$137,997

- d. 2004-05 financial year: \$137,844
- e. 2005-06 financial year: \$116,278
- f. 2006-07 financial year: \$146,025
- g. 2007-08 financial year: \$43,176

PARTICULARS

These figures are drawn from the financial reports lodged by the HSU National Office under the Registered Organisations Provisions. A copy of these documents is in the possession of the Applicant's solicitors and may be inspected by appointment.

301. Between 2002 and 2007, the Respondent used the CT Credit Cards to incur expenditure on travel by spouses of HSU National Office staff.

PARTICULARS

The Applicant repeats the matters alleged in paragraphs 80 to 92 above in respect of Christa Thomson, and 93 above in respect of Alison Soutar.

302. From October 2002 to about November 2005, while the Respondent resided in Melbourne, the Respondent used the CT Credit Cards to incur approximately \$14,791.18 of expenditure on dining and entertainment while travelling outside Melbourne.

PARTICULARS

Particulars of this expenditure are contained in Annexure F.

303. From about December 2005 to October 2007, after the Respondent moved his residence to the Central Coast of NSW, the Respondent:
- a. used the CT Credit Cards to incur approximately \$13,347.77 of expenditure on dining and entertaining while travelling outside NSW;

PARTICULARS

Particulars of this expenditure are contained in Annexure G.

- b. expended approximately \$43,479.83 of HSU National Office funds on flights, valet parking and accommodation in relation to travel to Melbourne;

PARTICULARS

Particulars of this expenditure are set out in Annexure H.

- c. expended approximately \$11,014.90 of HSU National Office funds on accommodation in relation to travel to Sydney.

PARTICULARS

Particulars of this expenditure are set out in Annexure I.

304. A reasonable person who was:

- a. an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU and had the same responsibilities within the HSU as the Respondent;

would have caused to be prepared, and submitted to the National Executive or the National Council for approval, policies and procedures (**Travel Expenditure Policies and Procedures**) governing:

- c. the circumstances in which HSU funds could be expended on travel, meals and accommodation for:
 - i. HSU National Office staff;
 - ii. spouses of HSU National Office staff;
- d. any limits on the amount of HSU funds that could be expended on particular items of travel, meals and accommodation;

- e. a staff member's obligation to retain and submit documentation to the HSU substantiating the purpose of expenditure on travel, meals or accommodation;
- f. the procedure by which expenditure on travel, meals and accommodation would be verified and authorised by the HSU.

PARTICULARS

This obligation arose by reason of:

- i. the Respondent's duty, under HSU Rule 32(j), to be responsible for the books, records, property and moneys of the HSU, alleged in paragraph 7.d.vii above;
- ii. the Respondent's duty, under HSU Rule 32(n), between meetings of the National Executive, to control and conduct the business of the HSU, alleged in paragraph 7.d.viii above;
- iii. the limits on the expenditure of HSU funds imposed by HSU Rule 36(b), alleged in paragraphs 7.f to 7.i above;
- iv. the amount expended by the HSU National Office on travel and accommodation, alleged in paragraph 300 above;
- v. the Respondent's expenditure of HSU funds on travel for spouses of HSU National Office staff, alleged in paragraph 301 above;
- vi. the Respondent's expenditure of HSU funds on flights, valet parking, accommodation, dining and entertainment while travelling, alleged in paragraphs 302 and 303 above.

The Applicant relies further on *Australian Auditing Standard ASA 240* which provided, *inter alia*, that it was the responsibility of management, with oversight from those charged with governance, to establish a control environment and maintain policies and procedures to assist in achieving the objective of ensuring, as far as possible, the orderly and efficient conduct of the entity's business.

305. The Respondent did not cause to be prepared, and submitted to the National Executive or National Council for approval, any Travel Expenditure Policies and Procedures.

Contravention of section 285(1)

306. By reason of the matters alleged in paragraphs 300 to 305 above, by failing to cause to be prepared, and submitting to the National Executive or National Council for approval, the Travel Expenditure Policies and Procedures (or any of them), the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU and had the same responsibilities within the HSU as the Respondent.

307. By reason of the matters alleged in paragraphs 4 and 300 to 306 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

H.3. PAYMENTS RELATING TO NATIONAL COUNCIL MEETINGS

Fares and expenses of Branch delegates to National Council meetings

308. By reason of the matters alleged in paragraph 7.b above, by operation of HSU Rule 24, fares and expenses of Branch delegates to National Council were to be paid by the Branch concerned.

2006 National Council Meeting

309. On or about 13 to 15 September 2006, a National Council meeting took place in Sydney (**2006 National Council Meeting**).

310. On or about 7 September 2006, the Respondent authorised the payment by the HSU National Office of \$56,688.50 to the Marriott Hotel, Sydney (**Marriott Hotel Payment**).

311. Part of the Marriott Hotel Payment was for expenses of Branch delegates to the 2006 National Council Meeting.
312. By reason of the matters alleged in paragraphs 308 to 311 above, by authorising the payment by the HSU National Office of expenses of Branch delegates to the 2006 National Council Meeting, the Respondent contravened HSU Rule 24.

2007 National Council Meeting

313. Between about 6 and 9 May 2007, a National Council meeting took place in Canberra (**2007 National Council Meeting**).
314. On or about 28 August 2007, the Respondent authorised the payment by the HSU National Office of \$4,922.00 to University House at the Australian National University, Canberra (**University House Payment**).
315. \$2,308.00 of the University House Payment was for expenses of Branch delegates to the 2007 National Council Meeting.

PARTICULARS

That part of the payment was for the accommodation at University House of the following Branch delegates to the 2007 National Council Meeting:

<i>Name</i>	<i>Position</i>	<i>Amount</i>
David Shaw	National Council Delegate, WA Branch	\$488.00
Colin George	National Council Delegate, WA Branch	\$488.00
Cheryl Hamil	National Council Delegate, WA Branch President	\$488.00
Anthony Farrall	National Council Delegate, WA Branch	\$488.00
Chris Panizza	National Council Delegate,	\$356.00

WA Branch Assistant
Secretary

Total **\$2,308.00**

316. On or about 30 April and 1 May 2007, the Respondent authorised the payment by the HSU National Office of \$14,786.00 to Hyatt Catering at Parliament House, Canberra (**Hyatt Catering Payment**).

PARTICULARS

<i>Date</i>	<i>Payment</i>
30 April 2007	\$7,786.00
30 April 2007	\$2,000.00
1 May 2007	\$5,000.00
Total	\$14,786.00

317. Part of the Hyatt Catering Payment was for expenses of Branch delegates to the 2007 National Council Meeting.

PARTICULARS

The Hyatt Catering Payment was for a dinner at Parliament House, Canberra for delegates, including Branch delegates, to the 2007 National Council Meeting.

318. By reason of the matters alleged in paragraphs 308 and 313 to 317 above, by authorising the payment by the HSU National Office of expenses of Branch delegates to the 2007 National Council Meeting, the Respondent contravened HSU Rule 24.

H.4. PAYMENT TO JULIE WILLIAMSON FUNDRAISING APPEAL

319. On or about 8 August 2006:
- a. the Respondent authorised the payment by the HSU National Office of \$2,400.00 to Julie Williamson (**Julie Williamson Payment**);

- b. the Julie Williamson Payment was for the purchase of a table at a lunch organised by Julie Williamson to raise funds to combat multiple sclerosis;
- c. Julie Williamson was the wife of Michael Williamson;
- d. Michael Williamson was the National President of the HSU.

320. The Julie Williamson Payment was not:

- a. authorised by the National Council or the National Executive; or
- b. expenditure on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU.

Contravention of HSU Rule 36(b)

321. By reason of the matters alleged in paragraphs 319 to 320 above, by authorising the Julie Williamson Payment, the Respondent expended funds of the HSU:

- a. other than on the general administration of the HSU or for purposes reasonably incidental to the general administration of the HSU; and/or
- b. without the authorisation of the National Council or the National Executive.

322. By reason of the matters alleged in paragraphs 8 and 319 to 321 above, the Respondent contravened HSU Rule 36(b).

Contravention of section 285(1)

323. By reason of the matters alleged in paragraphs 319 to 322 above, the Respondent failed to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise if he or she:

- a. were an officer of an organisation in the HSU's circumstances; and
- b. occupied the office of National Secretary of the HSU, and had the same responsibilities within the HSU as, the Respondent.

PARTICULARS

A reasonable person in the position of the Respondent would have sought the authorisation of the National Council or the National Executive before authorising the Julie Williamson Payment.

324. By reason of the matters alleged in paragraphs 4 and 319 to 323 above, the Respondent:

- a. contravened section 285(1) of the RAO Schedule; and
- b. is liable, by reason of section 305(2) of the RAO Schedule, to the imposition of a civil penalty.

AND THE APPLICANT CLAIMS THE RELIEF SET OUT IN THE ORIGINATING APPLICATION

Date: 15 October 2012

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Signed by Val Gostencnik
Lawyer for the Applicant

This pleading was prepared by S P Donaghue SC, J H Kirkwood and J Fetter of counsel.

Certificate of lawyer

I Val Gostencnik certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 15 October 2012

A handwritten signature in blue ink, consisting of a large loop on the left and several vertical strokes on the right, extending to the right edge of the page.

Signed by Val Gostencnik
Lawyer for the Applicant

ANNEXURE A – LIST OF CASH WITHDRAWALS BY RESPONDENT ON CBA MASTERCARD

2002

Statement Date	Transaction Date	Vendor	Amount (\$)
27 Nov 02	13 Nov 02	CBA ATM RMIT	100.00
	26 Nov 02	CBA ATM Albert Park	100.00
27 Dec 02	2 Dec 02	CBA ATM RMIT	100.00
	9 Dec 02	CBA ATM RMIT	100.00
	9 Dec 02	CBA ATM RMIT	100.00
	12 Dec 02	CBA ATM Albert Park	100.00
	19 Dec 02	CBA ATM RMIT	150.00
	23 Dec 02	StG ATM Banksia 49 Rundle Adelaide	150.00
		Non CBA cash advance charge	1.25
TOTAL:			901.25

2003

Statement Date	Transaction Date	Vendor	Amount (\$)
25 Feb 03	30 Jan 03	CBA ATM Canberra airport	200.00
	11 Feb 03	CBA ATM RMIT	200.00
	18 Feb 03	Redi No.1 Martin Place Sydney	300.00
		Non CBA cash advance charge	3.75
	24 Feb 03	Westpac Fremte Mkt Fremantle	300.00
		Non CBA cash advance charge	3.75
26 Mar 03	10 Mar 03	CBA ATM Albert Park	150.00
28 Apr 03	27 Mar 03	CBA ATM Hobart	200.00
27 May 03	7 May 03	CBA ATM Liverpool Castlereagh	400.00
	8 May 03	CBA ATM Town Hall	400.00
	9 May 03	CBA ATM 175 Pitt Street	200.00
	12 May 03	Redi No.1 Martin Place Sydney	300.00
		Non CBA cash advance charge	3.75
	21 May 03	CBA ATM Carlton	200.00
26 Jun 03	12 Jun 03	ANT ATM 8 St George's Tce Perth	200.00
		Non CBA cash advance charge	2.50
	16 Jun 03	Westpac Manuka	300.00
		Non CBA cash advance charge	3.75

Statement Date	Transaction Date	Vendor	Amount (\$)
28 Jul 03	27 Jun 03	CBA ATM Carlton	300.00
	4 Jul 03	CBA ATM Albert Park	100.00
	16 Jul 03	CBA ATM Qantas Brisbane	300.00
27 Aug 03	29 Jul 03	Westpac Melbourne Central	500.00
		Non CBA cash advance charge	6.25
	12 Aug 03	CBA ATM Townsville Qld	300.00
	18 Aug 03	CBA ATM Exhibition Centre Vic	200.00
	18 Aug 03	ANZ ATM Crown Casino Melbourne	500.00
		Non CBA cash advance charge	6.25
	20 Aug 03	CBA ATM 77 Fitzroy Street Vic	300.00
	25 Aug 03	ANZ ATM Albert Laundrette	200.00
		Non CBA cash advance charge	2.50
25 Sep 03	3 Sep 03	ANZ ATM 68 Pitt Street Sydney	250.00
		Non CBA cash advance charge	3.13
27 Oct 03	29 Sep 03	Westpac Abbotsford	200.00
		Non CBA cash advance charge	2.50
	9 Oct 03	CBA ATM Canberra Airport	200.00
	16 Oct 03	ANZ ATM Qantas Melbourne Airport	200.00
		Non CBA cash advance charge	2.50
	22 Oct 03	IMB 312 George St Sydney	200.00
		Non CBA cash advance charge	2.50
	23 Oct 03	ANZ ATM 68 Pitt Street Sydney	300.00
		Non CBA cash advance charge	3.75
26 Nov 03	6 Nov 03	CBA ATM Northbourne Ave ACT	300.00
	12 Nov 03	Cashcard 7-Eleven Bourke St Melbourne	200.00
		Non CBA cash advance charge	2.50
	19 Nov 03	CBA ATM Albert Park	350.00
	24 Nov 03	CBA ATM Queen Victoria NSW	300.00
24 Dec 03	3 Dec 03	CBA ATM Albert Park	200.00
	9 Dec 03	Westpac 53 Alinga St Canberra	300.00
		Non CBA cash advance charge	3.75
	15 Dec 03	CBA ATM 175 Pitt Street	200.00
	19 Dec 03	CBA ATM Albert Park	300.00
TOTAL:			9,603.13

2004

Statement Date	Transaction Date	Vendor	Amount (\$)
28 Jan 04	5 Jan 04	CBA ATM RMIT	300.00

Statement Date	Transaction Date	Vendor	Amount (\$)
	21 Jan 04	CBA ATM RMIT	300.00
25 Feb 04	29 Jan 04	ANZ ATM 68 Pitt Street Sydney	500.00
		Non CBA cash advance charge	6.25
	2 Feb 04	ANZ ATM Darling Walk Sydney	300.00
		Non CBA cash advance charge	3.75
	4 Feb 04	Redi Sydney Airport Qantas Mascot	200.00
		Non CBA cash advance charge	2.50
	12 Feb 04	ANZ ATM Albert Laundrette Albert Park	200.00
		Non CBA cash advance charge	2.50
	17 Feb 04	StG ATM St George Double Bay	400.00
		Non CBA cash advance charge	5.00
	25 Feb 04	CBA ATM Albert Park	400.00
	25 Feb 04	CBA ATM cash advance charge	1.25
25 Mar 04	2 Mar 04	CBA ATM RMIT	140.00
		CBA ATM cash advance charge	1.25
	8 Mar 04	ANZ ATM South Melbourne	400.00
		Non CBA cash advance charge	1.50
	11 Mar 04	NAB ATM Melbourne	300.00
		Non CBA cash advance charge	1.50
	15 Mar 04	CBA ATM Brighton Le Sands	500.00
		CBA ATM cash advance charge	1.25
	19 Mar 04	ANZ ATM Qantas Domestic Terminal Mascot	200.00
		Non CBA cash advance charge	1.50
	22 Mar 04	CBA ATM Albert Park	200.00
		CBA ATM cash advance charge	1.25
	24 Mar 04	ANZ ATM Qantas Melbourne Airport	200.00
		Non CBA cash advance charge	1.50
28 Apr 04	29 Mar 04	CBA ATM 254 La Trobe Street	200.00
		CBA ATM cash advance charge	1.25
	2 Apr 04	CBA ATM Albert Park	300.00
		CBA ATM cash advance charge	1.25
	6 Apr 04	CBA ATM Albert Park	300.00
		CBA ATM cash advance charge	1.25
	14 Apr 04	CBA ATM RMIT	400.00
		CBA ATM cash advance charge	1.25
26 May 04	30 Apr 04	CBA ATM RMIT	300.00
		CBA ATM cash advance charge	1.25
	4 May 04	Fleet Bank New York (US\$100)	141.10

Statement Date	Transaction Date	Vendor	Amount (\$)
		OS terminal cash advance	4.00
	6 May 04	HSBC Bank New York (US\$200)	281.65
		OS terminal cash advance	4.00
	7 May 04	North Fork Bank New York (US\$300)	418.00
		OS terminal cash advance	4.00
	17 May 04	Woolwich Barclays Heathrow (£200)	518.74
		OS terminal cash advance	4.00
	17 May 04	Chevy Chase Federal Chantilly (US\$300)	444.46
		OS terminal cash advance	4.00
	20 May 04	London Piccadilly (£200)	520.45
		OS terminal cash advance	4.00
	20 May 04	Cit 1 Trocadero (£300)	780.67
		OS terminal cash advance	4.00
	24 May 04	Paris St Lazare (€300)	523.59
		OS terminal cash advance	4.00
25 Jun 04	21 Jun 04	Rtrak Paddington London (£200)	548.41
		OS terminal cash advance	4.00
	21 Jun 04	001 Abbey Natio London (£100)	274.91
		OS terminal cash advance	4.00
	22 Jun 04	Cit 1 Trocadero (£100)	272.09
		OS terminal cash advance	4.00
28 Jul 04	29 Jun 04	CBA ATM RMIT	200.00
		CBA ATM cash advance charge	1.25
	2 Jul 04	ANZ ATM Carlton	200.00
		Non CBA cash advance charge	1.50
	5 Jul 04	ANZ ATM Albert Park Laundrette	200.00
		Non CBA cash advance charge	1.50
	7 Jul 04	CBA ATM Albert Park	200.00
		CBA ATM cash advance charge	1.25
	8 Jul 04	CBA ATM Albert Park	200.00
		CBA ATM cash advance charge	1.25
	14 Jul 04	CBA ATM RMIT	500.00
		CBA ATM cash advance charge	1.25
	22 Jul 04	CBA ATM Albert Park	500.00
		CBA ATM cash advance charge	1.25
	22 Jul 04	ANZ ATM Qantas Melbourne Tullamarine	500.00
		Non CBA cash advance charge	1.50
	27 Jul 04	CBA ATM Pitt & Martin	400.00

Statement Date	Transaction Date	Vendor	Amount (\$)
		CBA ATM cash advance charge	1.25
26 Aug 04	2 Aug 04	CBA ATM Circular Quay	500.00
		CBA ATM cash advance charge	1.25
	11 Aug 04	CBA ATM Albert Park	400.00
		CBA ATM cash advance charge	1.25
	16 Aug 04	CBA ATM 254 La Trobe Street	200.00
		CBA ATM cash advance charge	1.25
	17 Aug 04	CBA ATM Albert Park	400.00
		CBA ATM cash advance charge	1.25
27 Sep 04	27 Aug 04	CBA ATM Albert Park	400.00
		CBA ATM cash advance charge	1.25
	8 Sep 04	ANZ ATM Qantas Melbourne Tullamarine	500.00
		Non CBA cash advance charge	1.50
	13 Sep 04	ANZ ATM Qantas Melbourne Tullamarine	200.00
		Non CBA cash advance charge	1.50
	17 Sep 04	Westpac 35 Elizabeth St Melbourne	500.00
		Non CBA cash advance charge	1.50
27 Oct 04	28 Sep 04	CBA ATM 385 Bourke	300.00
		CBA ATM cash advance charge	1.25
	6 Oct 04	CBA ATM Pitt & Martin	300.00
		CBA ATM cash advance charge	1.25
	14 Oct 04	CBA ATM Circular Quay	400.00
		CBA ATM cash advance charge	1.25
	18 Oct 04	ANZ ATM Qantas Melbourne Tullamarine	400.00
		Non CBA cash advance charge	1.50
	22 Oct 04	CBA ATM 385 Bourke Street	200.00
		CBA ATM cash advance charge	1.25
26 Nov 04	11 Nov 04	BBL 303 Collins Street Melbourne	200.00
		Non CBA cash advance charge	1.50
	15 Nov 04	Bankwest Qantas Domestic Perth	500.00
		Non CBA cash advance charge	1.50
	18 Nov 04	Bankwest Burswood Casino	300.00
		Non CBA cash advance charge	1.50
	18 Nov 04	Queens Highgate	200.00
		Non CBA cash advance charge	1.50
	25 Nov 04	Westpac Manuka	200.00
		Non CBA cash advance charge	1.50
29 Dec 04	1 Dec 04	CBA ATM 385 Bourke	200.00

Statement Date	Transaction Date	Vendor	Amount (\$)
		CBA ATM cash advance charge	1.25
	2 Dec 04	StG ATM St George 325 Collins	100.00
		Non CBA cash advance charge	1.50
	13 Dec 04	CBA ATM George & Market	200.00
		CBA ATM cash advance charge	1.25
	16 Dec 04	CBA ATM Pitt & Martin	300.00
		CBA ATM cash advance charge	1.25
	17 Dec 04	1 Martin Place Sydney	300.00
		Non CBA cash advance charge	1.50
	22 Dec 04	NAB ATM 330 Collins St	300.00
		Non CBA cash advance charge	1.50
TOTAL:			21,290.32

2005

Statement Date	Transaction Date	Vendor	Amount (\$)
27 Jan 05	14 Jan 05	Westpac Melbourne	200.00
		Non CBA cash advance charge	1.50
	25 Jan 05	Westpac Elizabeth St Melbourne	300.00
		Non CBA cash advance charge	1.50
24 Feb 05	2 Feb 05	Westpac Elizabeth St Melbourne	200.00
		Non CBA cash advance charge	1.50
	7 Feb 05	CBA ATM Mel Ctl	300.00
		CBA ATM cash advance charge	1.25
	7 Feb 05	Westpac QVB Sydney	200.00
		Non CBA cash advance charge	1.50
	9 Feb 05	ANZ ATM Qantas Melbourne Tullamarine	200.00
		Non CBA cash advance charge	1.50
	15 Feb 05	Westpac 35 Elizabeth St Melbourne	300.00
		Non CBA cash advance charge	1.50
	17 Feb 05	Westpac Kingston	300.00
		Non CBA cash advance charge	1.50
29 Mar 05	28 Feb 05	CBA ATM Mel Ctl	300.00
		CBA Cash advance charge	1.25
	11 Mar 05	CBA ATM Town Hall NSW	400.00
		CBA Cash advance charge	1.25
	15 Mar 05	Westpac Melb Ctl	200.00
		Non CBA cash advance charge	1.50

Statement Date	Transaction Date	Vendor	Amount (\$)
	21 Mar 05	CBA ATM Pitt Street NSW	200.00
		CBA cash advance charge	1.25
	22 Mar 05	ANZ ATM Perth – 8 George Street	200.00
		Non CBA cash advance charge	1.50
27 Apr 05	6 Apr 05	CBA ATM 21 Swanston St	400.00
		CBA Cash advance charge	1.25
	12 Apr 05	NAB ATM Pitt & Bathurst St – 292 Pitt St	300.00
		Non CBA cash advance charge	1.50
	18 Apr 05	Westpac 35 Elizabeth St Melbourne	300.00
		Non CBA cash advance charge	1.50
	19 Apr 05	Redi Australian National Canberra	500.00
		Non CBA cash advance charge	1.50
	27 Apr 05	CBA ATM Central Melbourne	200.00
		Cash advance charge	1.25
27 May 05	28 Apr 05	CBA ATM 240 Queen Qld	400.00
		Cash advance charge	1.25
	6 May 05	73 Princ s Hwy Fairy Mead	400.00
		Non CBA cash advance charge	1.50
	10 May 05	ANZ ATM Qantas Melbourne Tullamarine	200.00
		Non CBA cash advance charge	1.50
	17 May 05	Westpac Melb Ctl	500.00
		Non CBA cash advance charge	1.50
	23 May 05	CBA ATM RMIT Vic	300.00
		Cash advance charge	1.25
	24 May 05	Redi Lachlan Court Café Barton	100.00
		Non CBA cash advance charge	1.50
	27 May 05	CBA ATM RMIT Vic	400.00
		Cash advance charge	1.25
28 Jun 05	6 Jun 05	Westpac Melb Ctl	300.00
		Non CBA cash advance charge	1.50
	13 Jun 05	CBA ATM 385 Bourke Vic	500.00
		Cash advance charge	1.25
	13 Jun 05	Cue ATM Qantas Departure Tullamarine	300.00
		Non CBA cash advance charge	1.50
	20 Jun 05	CBA ATM Mel Ctl	200.00
		Cash advance charge	1.25
	22 Jun 05	Westpac 35 Eliz St Melbourne	200.00
		Non CBA cash advance charge	1.50

Statement Date	Transaction Date	Vendor	Amount (\$)
	27 Jun 05	Westpac 35 Eliz St Melbourne	500.00
		Non CBA cash advance charge	1.50
28 Jul 05	1 Jul 05	Cashcard Novotel Brighton Beach	300.00
		Non CBA cash advance charge	1.50
	8 Jul 05	CBA ATM Central Melb	200.00
		Cash advance charge	1.25
	12 Jul 05	Westpac 35 Eliz St Melbourne	300.00
		Non CBA cash advance charge	1.50
	20 Jul 05	CBA ATM 385 Bourke Vic	200.00
		Cash advance charge	1.25
	28 Jul 05	NAB ATM Collingwood 224-228 Smith	300.00
		Non CBA cash advance charge	1.50
30 Aug 05	4 Aug 05	Westpac 35 Eliz St Melbourne	100.00
		Non CBA cash advance charge	1.50
	5 Aug 05	Westpac Ctl Plz Sydney	500.00
		Non CBA cash advance charge	1.50
	15 Aug 05	ANZ ATM Qantas Dom Term A Mascot	200.00
		Non CBA cash advance charge	1.50
	17 Aug 05	STG ATM St George City Ce Sydney	400.00
		Non CBA cash advance charge	1.50
	24 Aug 05	CBA ATM 385 Bourke Vic	300.00
		Cash advance charge	1.25
28 Sep 05	31 Aug 05	Qantas Dmestic Ter Tullamarin	500.00
		Non CBA cash advance charge	1.50
	6 Sep 05	NAB ATM Pitt & Hunter Sts	500.00
		Non CBA cash advance charge	1.50
	15 Sep 05	BBL 303 Collins St Melbourne	500.00
		Non CBA cash advance charge	1.50
	26 Sep 05	CBA ATM 385 Bourke Vic	500.00
		Cash advance charge	1.25
	26 Sep 06	Redi Maritime Head Office Sydney	500.00
		Non CBA cash advance charge	1.50
26 Oct 05	30 Sep 05	CBA ATM 385 Bourke Vic	300.00
		Cash advance charge	1.25
	5 Oct 05	Westpac Ctl Plz Sydney	300.00
		Non CBA cash advance charge	1.50
	12 Oct 05	ANZ ATM Qantas Melbourne Tullamarine	500.00
		Non CBA cash advance charge	1.50

Statement Date	Transaction Date	Vendor	Amount (\$)
	24 Oct 05	CBA ATM Eastern Bch Vic	300.00
		Cash advance charge	1.25
25 Nov 05	28 Oct 05	CBA ATM Eddy Avenue	200.00
		Cash advance charge	1.25
	31 Oct 05	CBA ATM Greenwood NSW	200.00
		Cash advance charge	1.25
	3 Nov 05	CBA ATM Central Melb	200.00
		Cash advance charge	1.25
	7 Nov 05	Westpac Terrigal	200.00
		Non CBA cash advance charge	1.50
	14 Nov 05	ANZ ATM 91 William Street Melbourne	400.00
		Non CBA cash advance charge	1.50
	14 Nov 05	Westpac The Entrance	400.00
		Non CBA cash advance charge	1.50
	17 Nov 05	CBA ATM Mbl Est Gosford NSW	300.00
		Cash advance charge	1.25
	17 Nov 05	CBA ATM Flin + Eliz Vic	200.00
		Cash advance charge	1.25
	22 Nov 05	NAB ATM 460 Collins Street Branch	200.00
		Non CBA cash advance charge	1.50
	22 Nov 05	Qantas Domestic Ter	500.00
		Non CBA cash advance charge	1.50
29 Dec 05	29 Nov 05	NAB ATM Kingston Newsagency	300.00
		Non CBA cash advance charge	1.50
	2 Dec 05	ANZ ATM Sydney 68 Pitt St Sydney	300.00
		Non CBA cash advance charge	1.50
	7 Dec 05	CBA ATM RMIT	200.00
		Cash advance charge	1.25
	12 Dec 05	1 Olympic Drive Milsons Point	200.00
		Non CBA cash advance charge	1.50
	16 Dec 05	NAB ATM Pitt & Hunter Sts	200.00
		Non CBA cash advance charge	1.50
	19 Dec 05	CBA ATM Pitt & Martin	600.00
		Cash advance charge	1.25
	23 Dec 05	CBA ATM Bay Village	400.00
		Cash advance charge	1.25
TOTAL:			21,094.25

2006

Statement Date	Transaction Date	Vendor	Amount (\$)
27 Jan 06	9 Jan 06	Qantas Domestic Terminal Tullamarine	300.00
		Non CBA cash advance charge	1.50
	9 Jan 06	Westpac Bateau Bay	500.00
		Non CBA cash advance charge	1.50
	13 Jan 06	CBA ATM Terrigal	100.00
		CBA ATM cash advance charge	1.25
	13 Jan 06	Westpac Terrigal	200.00
		Non CBA cash advance charge	1.50
	17 Jan 06	CBA ATM Mbl Killara	500.00
		CBA ATM cash advance charge	1.25
	25 Jan 06	ANZ ATM Qantas Melbourne Tullamarine	500.00
		Non CBA cash advance charge	1.50
24 Feb 06	31 Jan 06	Qantas Domestic Terminal Tullamarine	300.00
		Non CBA cash advance charge	1.50
	7 Feb 06	CBA ATM Tropical Arc Qld	400.00
		CBA ATM cash advance charge	1.25
	14 Feb 06	Sydney Qantas Domestic Terminal Mascot	500.00
		Non CBA cash advance charge	1.50
	21 Feb 06	Qantas Melbourne Tullamarine	200.00
		Non CBA cash advance charge	1.50
27 Mar 06	28 Feb 06	CBA ATM Bateau Bay	300.00
		CBA ATM cash advance charge	1.25
	6 Mar 06	Westpac Bateau Bay	500.00
		Non CBA cash advance charge	1.50
	13 Mar 06	Cashcard 7-Eleven Erina	500.00
		Non CBA cash advance charge	1.50
	16 Mar 06	Sydney Qantas Domestic Terminal Mascot	500.00
		Non CBA cash advance charge	1.50
27 Apr 06	30 Mar 06	ANZ ATM Federal Square	300.00
		Non CBA cash advance charge	1.50
	30 Mar 06	Duke of Wellington Hotel	200.00
		Non CBA cash advance charge	1.50
	4 Apr 06	Westpac Bateau Bay	500.00
		Non CBA cash advance charge	1.50
	11 Apr 06	CBA ATM Terrigal B	500.00

Statement Date	Transaction Date	Vendor	Amount (\$)
		CBA ATM cash advance charge	1.25
	13 Apr 06	455 Bourke Street Melbourne	300.00
		Non CBA cash advance charge	1.50
	20 Apr 06	Cashcard Caltex Forresters Beach	400.00
		Non CBA cash advance charge	1.50
	26 Apr 06	Sydney Qantas Domestic Terminal Mascot	500.00
		Non CBA cash advance charge	1.50
26 May 06	5 May 06	StG ATM Crown Plaza Terrigal	300.00
		Non CBA cash advance charge	1.50
	10 May 06	StG ATM St George Chittaway Bay	300.00
		Non CBA cash advance charge	1.50
	15 May 06	ANZ ATM Qantas Melbourne Tullamarine	500.00
		Non CBA cash advance charge	1.50
	18 May 06	Star Cistar City Sydney	300.00
		Non CBA cash advance charge	1.50
	24 May 06	Westpac Terrigal	300.00
		Non CBA cash advance charge	1.50
27 Jun 06	29 May 05	Sydney Qantas Domestic Terminal Mascot	500.00
		Non CBA cash advance charge	1.50
	1 Jun 06	CBA ATM Bateau Bay	240.00
		CBA ATM cash advance charge	1.25
	6 Jun 06	ANZ ATM Erina Caltex	500.00
		Non CBA cash advance charge	1.50
	8 Jun 06	Cashcard 7-Eleven Melbourne	500.00
		Non CBA cash advance charge	1.50
	12 Jun 06	CBA ATM Woolworths Metro NSW	500.00
		CBA ATM cash advance charge	1.25
	21 Jun 06	Adelaide Airport	500.00
		Non CBA cash advance charge	1.50
	26 Jun 06	ANZ ATM Sydney 88 Pitt St	300.00
		Non CBA cash advance charge	1.50
	26 Jun 06	Westpac Terrigal	300.00
		Non CBA cash advance charge	1.50
26 Jul 06	28 Jun 06	CBA ATM Swansea NSW	300.00
		CBA ATM cash advance charge	1.25
	4 Jul 06	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	10 Jul 06	161 Brisbane Street Dubbo	500.00

Statement Date	Transaction Date	Vendor	Amount (\$)
		Non CBA cash advance charge	1.50
	18 Jul 06	NAB ATM Wynyard Railway Station	500.00
		Non CBA cash advance charge	1.50
	24 Jul 06	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
25 Aug 06	27 Jul 06	Cascard 7-Eleven Melbourne	400.00
		Non CBA cash advance charge	1.50
	31 Jul 06	StG ATM St George 182 George St Sydney	500.00
		Non CBA cash advance charge	1.50
	7 Aug 06	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	14 Aug 06	CBA ATM Terrigal	500.00
		CBA ATM cash advance charge	1.25
	21 Aug 06	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
26 Sep 06	28 Aug 06	CBA ATM Eastern Bch	500.00
		CBA ATM cash advance charge	1.25
	4 Sep 06	StG ATM St George Bateau Bay	200.00
		Non CBA cash advance charge	1.50
	6 Sep 06	ANZ ATM 102 Bay Village Bateau Bay	500.00
		Non CBA cash advance charge	1.50
	12 Sep 05	Westpac Royal Exchange Sydney	500.00
		Non CBA cash advance charge	1.50
	19 Sep 06	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	21 Sep 06	StG ATM St George City Sydney	500.00
		Non CBA cash advance charge	1.50
	25 Sep 06	Westpac Terrigal	500.00
		Non CBA cash advance charge	1.50
26 Oct 06	27 Sep 06	CBA ATM Titles Office	500.00
		CBA ATM cash advance charge	1.25
	2 Oct 06	Sydney Qantas Domestic Terminal Mascot	500.00
		Non CBA cash advance charge	1.50
	9 Oct 06	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	18 Oct 06	ANZ ATM Forresters Beach	500.00
		Non CBA cash advance charge	1.50
	23 Oct 06	CBA ATM Bateau Bay	500.00

Statement Date	Transaction Date	Vendor	Amount (\$)
		CBA ATM cash advance charge	1.25
	26 Oct 06	ANZ ATM Wyong Northbound	500.00
		Non CBA cash advance charge	1.50
24 Nov 06	2 Nov 06	183 Cranbourne Road Frankston	500.00
		Non CBA cash advance charge	1.50
	6 Nov 06	CBA ATM Terrigal B	350.00
		CBA ATM cash advance charge	1.25
	13 Nov 06	CBA ATM Bay Village	500.00
		CBA ATM cash advance charge	1.25
	16 Nov 06	CBA ATM Terrigal B	300.00
		CBA ATM cash advance charge	1.25
	20 Nov 06	Westpac 275 George St Sydney	500.00
		Non CBA cash advance charge	1.50
27 Dec 06	28 Nov 06	CBA ATM Pitt Street	500.00
		CBA ATM cash advance charge	1.25
	4 Dec 06	StG ATM St George 76 Pacific Highway Wyong	500.00
		Non CBA cash advance charge	1.50
	7 Dec 06	ANZ ATM Forresters Beach	300.00
		Non CBA cash advance charge	1.50
	14 Dec 06	ANZ ATM Sydney 68 Pitt Street	500.00
		Non CBA cash advance charge	1.50
	21 Dec 06	Westpac Terrigal	500.00
		Non CBA cash advance charge	1.50
TOTAL:			28,485.00

2007

Statement Date	Transaction Date	Vendor	Amount (\$)
24 Jan 07	8 Jan 07	Entrance Hotel	400.00
		Non CBA cash advance charge	1.50
	10 Jan 07	Westpac Central Plaza Sydney	500.00
		Non CBA cash advance charge	1.50
	17 Jan 07	ANZ ATM Wamberal Caltex	300.00
		Non CBA cash advance charge	1.50
26 Feb 07	29 Jan 07	Westpac Bateau Bay	500.00
		Non CBA cash advance charge	1.50
	1 Feb 07	Westpac Alinga St Canberra	300.00
		Non CBA cash advance charge	1.50

Statement Date	Transaction Date	Vendor	Amount (\$)
	6 Feb 07	Sydney Qantas Domestic Terminal Mascot	500.00
		Non CBA cash advance charge	1.50
	12 Feb 07	NAB ATM Kingston Newsagency	500.00
		Non CBA cash advance charge	1.50
	16 Feb 07	Westpac Wales Corner Melbourne	500.00
		Non CBA cash advance charge	1.50
	26 Feb 07	StG ATM St George Bateau Bay	300.00
		Non CBA cash advance charge	1.50
27 Mar 07	27 Feb 07	Shop 1, 2 6 Honey PO Huntfield	500.00
		Non CBA cash advance charge	1.50
	6 Mar 07	CBA ATM Rundle Mall SA	300.00
		CBA ATM cash advance charge	1.25
	8 Mar 07	CBA ATM Mobil Killara	500.00
		CBA ATM cash advance charge	1.25
	22 Mar 07	StG ATM Level 1 O'Connell Street Sydney	500.00
		Non CBA cash advance charge	1.50
	27 Mar 07	ANZ ATM Forresters Beach	500.00
		Non CBA cash advance charge	1.50
26 Apr 07	4 Apr 07	Westpac Terrigal	500.00
		Non CBA cash advance charge	1.50
	11 Apr 07	CBA ATM Central Melb	500.00
		CBA ATM cash advance charge	1.25
	13 Apr 07	NAB ATM Pitt & Hunter Streets	400.00
		Non CBA cash advance charge	1.50
	16 Apr 07	1 Wade Court Girrawheen	500.00
		Non CBA cash advance charge	1.50
	20 Apr 07	ANZ ATM Gosford Town Centre	500.00
		Non CBA cash advance charge	1.50
	26 Apr 07	CBA ATM Mobil Entrance	500.00
		CBA ATM cash advance charge	1.25
27 Jun 07	29 May 07	CBA ATM Mid City Centre	500.00
		CBA ATM cash advance charge	1.25
	4 Jun 07	ANZ ATM Forresters Beach	500.00
		Non CBA cash advance charge	1.50
	12 Jun 07	StG ATM St George Bateau Bay	500.00
		Non CBA cash advance charge	1.50
	14 Jun 07	ANZ ATM Sydney 68 Pitt Street	500.00
		Non CBA cash advance charge	1.50

Statement Date	Transaction Date	Vendor	Amount (\$)
	19 Jun 07	ANZ ATM Sydney 68 Pitt Street Sydney	500.00
		Non CBA cash advance charge	1.50
26 Jul 07	29 Jun 07	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	16 Jul 07	ANZ ATM Toukley Branch	500.00
		Non CBA cash advance charge	1.50
	26 Jul 07	Westpac Carington Sydney	500.00
		Non CBA cash advance charge	1.50
28 Aug 07	3 Aug 07	Sydney Qantas Domestic Terminal	500.00
		Non CBA cash advance charge	1.50
	14 Aug 07	CBA ATM Bay Village	500.00
		CBA ATM cash advance charge	1.25
	21 Aug 07	ANZ ATM Qantas Melbourne Tullamarine	500.00
		Non CBA cash advance charge	1.50
	23 Aug 07	Crown Casino Southbank	500.00
		Non CBA cash advance charge	1.50
26 Sep 07	13 Sep 07	StG ATM St George 182 George St Sydney	500.00
		Non CBA cash advance charge	1.50
	20 Sep 07	CBA ATM Wynyard	500.00
		CBA ATM cash advance charge	1.25
	20 Sep 07	StG ATM St George City	300.00
		Non CBA cash advance charge	1.50
25 Oct 07	1 Oct 07	CBA ATM Bay Village	500.00
		CBA ATM cash advance charge	1.25
	8 Oct 07	CBA ATM Terrigal	500.00
		CBA ATM cash advance charge	1.25
	9 Oct 07	CBA ATM Eastern Branch Vic	500.00
		CBA ATM cash advance charge	1.25
	16 Oct 07	CBA ATM Bay Village	500.00
		CBA ATM cash advance charge	1.25
	22 Oct 07	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	22 Oct 07	North Terrace Adelaide	100.00
		Non CBA cash advance charge	1.50
26 Nov 07	30 Oct 07	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	5 Nov 07	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25

Statement Date	Transaction Date	Vendor	Amount (\$)
	12 Nov 07	CBA ATM Bateau Bay	500.00
		CBA ATM cash advance charge	1.25
	14 Nov 07	NAB ATM Killarney Vale	500.00
		Non CBA cash advance charge	1.50
TOTAL:			20,963.50

TOTAL CASH WITHDRAWALS BY RESPONDENT ON CBA MASTERCARD:	\$102,337.45
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ANNEXURE B – EXPENDITURE ON DINERS CLUB CARD ISSUED TO CRISELEE STEVENS

2005

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Dec 05	8 Dec 05	Rewards membership fee	55.00
	20 Dec 05	Cafe Bluestone	18.10
TOTAL:			73.10

2006

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 06	20 Dec 05	Coles Express 1721 Ouimbah	45.03
	26 Dec 05	Coles Express 1662 Gorokan	40.19
	4 Jan 06	Calstores P/L-F3 M/S-Sthbound	30.00
	5 Jan 06	Mercure Hotel Sydney On Br	159.00
	9 Jan 06	Calstores P/L-F3 M/S-Sthbound	40.00
	11 Jan 06	Qantas Airways Limited	348.01
	12 Jan 06	Coles Toukley 0781	35.43
	13 Jan 06	Cabcharge & Service fee	65.49
	13 Jan 06	Coles Toukley 0781	29.79
	13 Jan 06	Noraville Hardware	4.45
	14 Jan 06	Cabcharge & Service fee	86.58
	18 Jan 06	Hotel Ibis Melbourne	107.00
	18 Jan 06	Leo's Spaghetti Bar	0.50
	19 Jan 06	Calstores Pty Ltd-Chatswood	30.00
	20 Jan 06	Syd Airport Parking D	78.00
	20 Jan 06	Payment Admin fee @ 0.75 each	0.75
20 Feb 06	18 Jan 06	Cabcharge & Service fee	45.18
	19 Jan 06	Cabcharge & Service fee	42.62
	21 Jan 06	Virgin Blue	382.00
	24 Jan 06	Coles Express 1596 Wahroonga	29.99
	25 Jan 06	Starmart at Caltex Long Jty	40.00
	25 Jan 06	Lightsounds Chatswood	600.00
	30 Jan 06	Fflyer/Qantas Club	82.50
	31 Jan 06	Toukley Photo Specialists	43.90

Statement Date	Transaction Date	Vendor	Amount (\$)
	2 Feb 06	Colden Harbour Restaurant	27.00
	2 Feb 06	Calstores P/L/-F3 M/S-Sthbound	30.00
	2 Feb 06	Cabcharge & Service fee	6.99
	2 Feb 06	Cabcharge & Service fee	7.39
	3 Feb 06	Carlton Crest Hotel	179.00
	3 Feb 06	Carlton Crest Hotel	24.00
	7 Feb 06	Qantas Airways Limited	459.11
	7 Feb 06	Calstores P/L-F3 M/S N/Bound	30.00
	9 Feb 06	Brandos Fountain Cafe	21.60
	12 Feb 06	Coles Express 1662 Gorokan	35.00
	13 Feb 06	Wilson Parking Syd077	32.00
	14 Feb 06	Computers and more	10.00
	14 Feb 06	Cumberland Newspaper Group	972.48
	15 Feb 06	Calstores P/L-F3 M/S-Sthbound	35.05
	20 Feb 06	Cumberland Newspaper Group	749.80
	26 Feb 06	Wotif Com Pty Ltd	756.85
20 Mar 06	20 Feb 06	Calstores P/L-F3 M/S Sthbound	35.05
	20 Feb 06	Liquidated Damages on \$1,100.22	33.01
	21 Feb 06	K Mart Gorokan E1130	226.99
	22 Feb 06	Dick Smith Electronics 194	59.99
	22 Feb 06	Copy Art & Office Prod	33.05
	24 Feb 06	Coles Express 1662 Gorokan	40.00
	27 Feb 06	Cabcharge & Service fee	6.66
	27 Feb 06	Cabcharge & Service fee	5.77
	28 Feb 06	Cabcharge & Service fee	9.21
	28 Feb 06	Cabcharge & Service fee	13.32
	1 Mar 06	Cabcharge & Service fee	5.22
	1 Mar 06	Cabcharge & Service fee	6.11
	1 Mar 06	Cabcharge & Service fee	12.77
	3 Mar 06	Carlton Crest Hotel	75.00
	3 Mar 06	Cabcharge & Service fee	8.88
	4 Mar 06	Coles Express 1662 Gorokan	30.00
	7 Mar 06	Digicall 211 Lakehaven	19.90
	7 Mar 06	Digicall 211 Lakehaven	59.10
	7 Mar 06	Postshop 249359 Wyong	71.00
	8 Mar 06	Metro Petroleum	30.00
	12 Mar 06	Computers and more	40.00
	15 Mar 06	Coles Express 1662 Gorokan	40.18

Statement Date	Transaction Date	Vendor	Amount (\$)
	17 Mar 06	Mobil North Wyong	30.00
	20 Mar 06	Payment Admin fee @ 0.75 each	1.50
20 Apr 06	20 Mar 06	Metro Petroleum	40.00
	27 Mar 06	Credit liquidated damages waived	-16.51
	28 Mar 06	Woolworths Petrol 1715 Gosford	30.00
	29 Mar 06	K Mart Gorokan E1130	15.99
	29 Mar 06	Postshop 268453 Lake Haven	16.00
	4 Apr 06	Wotif Com Pty Ltd	274.85
	4 Apr 06	The Coffee Club Tuggerah	9.10
	5 Apr 06	Calstores P/L-F3 M/S-Sthbound	40.00
	7 Apr 06	Country Comfort Sydney Central	45.00
	13 Apr 06	Star Mart at Caltex Lakehaven	30.00
	13 Apr 06	Computers and more	110.00
	18 Apr 06	The Waterfront Resort	150.00
	19 Apr 06	Coles Express 1662 Gorokan	45.01
	20 Apr 06	Payment Admin fee @ 0.75 each	0.75
20 May 06	20 Apr 06	Fonzirelli Restaurant	174.10
	21 Apr 06	The Waterfront Resort	150.00
	23 Apr 06	Caltex Starshop	30.00
	26 Apr 06	Carlton Crest Hotel	15.00
	26 Apr 06	Coles Express 1596 Wahrenonga	40.03
	28 Apr 06	Newsphotos	40.00
	4 May 06	Central Coast Camera House	9.99
	5 May 06	The Waterfront Resort	150.00
	5 May 06	Caltex Starshop	40.10
	9 May 06	John Fairfax Publications P/L	2,286.70
	9 May 06	Brando's Fountain Cafe	43.50
	10 May 06	Postshop 234309 Gorokan	50.00
	14 May 06	Coles Express 1662 Gorokan	40.05
	19 May 06	Coles Express 1662 Gorokan	20.03
	19 May 06	Carlton Crest Hotel	15.00
20 Jun 06	20 May 06	Liquidated damages on \$790.19	23.71
	22 May 06	Carlton Crest Hotel	15.00
	22 May 06	Mobil Wahrenonga	45.04
	24 May 06	Mobil Express Food S111	40.00
	26 May 06	Dick Smith Electronics 194	86.97
	1 Jun 06	Coles Express 1662 Gorokan	45.01
	5 Jun 06	Mobil Wahrenonga	40.08

Statement Date	Transaction Date	Vendor	Amount (\$)
	5 Jun 06	Cabcharge & Service fee	11.16
	5 June 06	Carlton Crest Hotel	15.00
	9 Jun 06	Coles Express 1596 Wahrenonga	40.01
	9 June 06	Carlton Crest Hotel	15.00
	10 Jun 06	QVB Jet	28.00
	10 Jun 06	Marigold Rest, Citymark	75.50
	10 Jun 06	Marigold Rest, Citymark	16.50
	10 Jun 06	Marigold Rest, Citymark	83.50
	10 Jun 06	Marigold Rest, Citymark	78.00
	11 Jun 06	QVB Jet	42.00
	13 Jun 06	The Waterfront Resort	150.00
	14 Jun 06	Iguana Joes Waterfront Bar	730.00
	14 Jun 06	Coles Express 1662 Gorokan	35.59
	15 Jun 06	Secure Parking Goulburn 87	24.00
	16 Jun 06	Star Mart at Caltex Lakehaven	45.16
	19 Jun 06	Carlton Crest Hotel	15.00
	19 Jun 06	Quix Food Store S136	45.11
	19 Jun 06	Cafe Bluestone	16.60
	19 Jun 06	W C Penfold Stationery Store	11.16
	20 Jun 06	Postshop 268453 Lakehaven	20.00
	20 Jun 06	Payment admin fee @ 0.75 each	1.50
20 Jul 06	5 Jun 06	GM Cabs	13.10
	19 Jun 06	Cabcharge & Service fee	9.32
	19 Jun 06	Cabcharge & Service fee	12.54
	24 Jun 06	Coles Express 1662 Gorokan	40.02
	25 Jun 06	Wotif Com Pty Ltd	430.85
	28 Jun 06	Cabcharge & Service fee	16.87
	29 Jun 06	Mercure Hotel Sydney on Br	45.80
	29 Jun 06	Cabcharge & Service fee	11.43
	29 Jun 06	Cabcharge & Service fee	30.19
	4 Jul 06	Wilson Parking Syd078	52.00
	7 Jul 06	Brando's Fountain Cafe	18.10
	9 Jul 06	Bing Lee – Bennetts Green	1,497.00
	17 Jul 06	Coles Express 1662 Gorokan	50.04
	20 Jul 06	Payment Admin fee @ 0.75 each	0.75
20 Aug 06	20 Jul 06	Mortons on Sussex	29.00
	20 Jul 06	Liquidated damages on \$1,930.47	57.91
	22 Jul 06	Coles Express 1662 Gorokan	37.93

Statement Date	Transaction Date	Vendor	Amount (\$)
	23 Jul 06	Dick Smith Electronics 194	135.43
	24 Jul 06	Star Mart at Caltex Lakehaven	30.00
	24 Jul 06	Lake Haven Colour Copy Shop	376.60
	26 Jul 06	The Beachcomber Resort	33.00
	28 Jul 06	Coles Express 1662 Gorokan	50.20
	31 Jul 06	Cafe Bluestone	22.20
	31 Jul 06	Cabcharge & Service fee	10.55
	2 Aug 06	Wilson Parking Syd078	60.00
	2 Aug 06	Wotif Com Pty Ltd	112.85
	3 Aug 06	The Clarendon Hotel	38.30
	4 Aug 06	Cumberland Newspaper Group	-1,599.80
	4 Aug 06	Cumberland Newspaper Group	1,599.80
	4 Aug 06	Cumberland Newspaper Group	844.36
	5 Aug 06	Coles Express 1662 Gorokan	40.02
	7 Aug 06	Cumberland Newspaper Group	-844.56
	7 Aug 06	Cumberland Newspaper Group	707.68
	7 Aug 06	Cumberland Newspaper Group	0.20
	7 Aug 06	Cumberland Newspaper Group	844.56
	11 Aug 06	Coles Express 1662 Gorokan	50.09
	14 Aug 06	Lake Haven Colour Copy Shop	16.50
	19 Aug 06	Coles Express 1662 Gorokan	57.78
	19 Aug 06	Multiplex Parking	50.00
	20 Aug 06	Payment Admin fee @ 0.75 each	0.75
20 Sep 06	31 Jul 06	GM Cabs	16.54
	21 Aug 06	Cafe Bluestone	26.80
	23 Aug 06	Wilson Parking Syd078	43.00
	25 Aug 06	Toukley Photo Specialists	18.95
	27 Aug 06	Woolworths Petrol 1715 Gosford	52.76
	4 Sep 06	Cafe Bluestone	26.80
	4 Sep 06	Mobil Killara	35.70
	5 Sep 06	Dick Smith Electronics 194	57.98
	6 Sep 06	Wilson Parking Syd078	43.00
	11 Sep 06	The Beachcomber Resort	38.50
	11 Sep 06	Coles Express 1662 Gorokan	52.59
	12 Sep 06	Cabcharge & Service fee	12.99
	12 Sep 06	Cabcharge & Service fee	10.77
	12 Sep 06	Cabcharge & Service fee	9.44
	12 Sep 06	Cabcharge & Service fee	9.55

Statement Date	Transaction Date	Vendor	Amount (\$)
	13 Sep 06	Cumberland Newspaper Group	1,159.12
	13 Sep 06	Cumberland Newspaper Group	1,159.12
	15 Sep 06	Sydney Harbour Marriott	151.00
	15 Sep 06	Sydney Harbour Marriott	56.00
	15 Sep 06	Coles Express 1662 Gorokan	30.58
	18 Sep 06	Coles Express 1662 Gorokan	51.32
	18 Sep 06	Cumberland Newspaper Group	1,159.12
	18 Sep 06	Cumberland Newspaper Group	1,159.12
	19 Sep 06	Postshop 234309 Gorokan	74.15
	20 Sep 06	Payment Admin fee @ 0.75 each	0.75
20 Oct 06	20 Sep 06	Liquidated damages on \$2,761.35	82.84
	21 Sep 06	Dick Smith Electronics 194	135.43
	21 Sep 06	Bunnings Tuggerah 7148	47.76
	21 Sep 06	Prestige Party Hire – Tuggerah	116.99
	23 Sep 06	United Petroleum Wyong	17.16
	25 Sep 06	Cafe Bluestone	26.80
	26 Sep 06	Caltex Star Mart Gosford West	43.95
	26 Sep 06	Statement Copy Admin fee	4.00
	26 Sep 06	Postshop 268453 Lake Haven	54.75
	26 Sep 06	Postshop 268453 Lake Haven	604.95
	27 Sep 06	Postshop 268453 Lake Haven	50.00
	28 Sep 06	Coles Express 1662 Gorokan	34.61
	3 Oct 06	Credit liquidated damages waived	-82.84
	3 Oct 06	Credit liquidated damages waived	-57.91
	9 Oct 06	Coles Express 1662 Gorokan	48.80
	9 Oct 06	Coles Express 1662 Gorokan	32.25
	10 Oct 06	Wilson Parking Syd078	43.00
	10 Oct 06	Copy Art & Office Prod	15.90
	17 Oct 06	The Coffee Club Tuggerah	42.20
	19 Oct 06	Computers and more	60.00
	20 Oct 06	Payment Admin fee @ 0.75 each	0.75
20 Nov 06	20 Oct 06	Copy Art & Office Prod	56.95
	21 Oct 06	Cancharge & Service fee	-56.23
	21 Oct 06	Cabcharge & Service fee	-66.16
	21 Oct 06	Cabcharge & Service fee	56.23
	21 Oct 06	Cabcharge & Service fee	66.16
	21 Oct 06	Cabcharge & Service fee	56.23
	21 Oct 06	Cabcharge & Service fee	66.16

Statement Date	Transaction Date	Vendor	Amount (\$)
	24 Oct 06	Coles Express 1662 Gorokan	50.78
	24 Oct 06	Coles Express 1662 Gorokan	34.27
	28 Oct 06	Calstores P/L-F3 M/S-Sthbound	68.74
	4 Nov 06	Coles Express 1662 Gorokan	50.01
	15 Nov 06	Coles Express 1662 Gorokan	23.01
	17 Nov 06	Coles Express 1662 Gorokan	55.18
	20 Nov 06	Payment Admin fee @ 0.75 each	0.75
20 Dec 06	21 Oct 06	Cabcharge & Service fee	-56.23
	21 Oct 06	Cabcharge & Service fee	-66.16
	21 Oct 06	Cabcharge & Service fee	56.23
	21 Oct 06	Cabcharge & Service fee	66.16
	23 Nov 06	Greater Union Cinemas	115.00
	23 Nov 06	Star Mart At Caltex Lakehaven	100.00
	26 Nov 06	Coles Express 1662 Gorokan	50.03
	29 Nov 06	Computers and more	35.00
	4 Dec 06	Coles Express 1662 Gorokan	32.00
	6 Dec 06	Computers and more	35.00
	8 Dec 06	Coles Express 1662 Gorokan	35.01
	8 Dec 06	Virgin Blue	60.00
	10 Dec 06	Metro Petroleum	45.06
	11 Dec 06	Postshop 234309 Gorokan	100.00
	15 Dec 06	Coles Express 1662 Gorokan	52.32
	17 Dec 06	Coles Toukley 0781	56.42
	18 Dec 06	Computers and more	60.00
	20 Dec 06	Payment Admin fee @ 0.75 each	0.75
TOTAL:			25,329.75

2007

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 07	21 Dec 06	Star Mart at Caltex Lakehaven	44.95
	23 Dec 06	Wotif Com Pty Ltd	307.15
	28 Dec 06	Tandy 380 Bribie Island	40.46
	31 Dec 06	Burleigh Heads Hotel Qld	24.42
	5 Jan 07	Seven Eleven 2048	52.67
	10 Jan 07	Coles Express 1662 Gorokan	54.74
	11 Jan 07	Kmart Gorokan E1130	4.97

Statement Date	Transaction Date	Vendor	Amount (\$)
	17 Jan 07	Calstores P/L-F3 M/S-Sthbound	43.11
	20 Jan 07	Payment Admin fee @0.75 each	0.75
20 Feb 07	20 Jan 07	Liquidated damages on \$776.59	30.00
	22 Jan 07	Coles Express 1662 Gorokan	51.43
	29 Jan 07	Coles Express 1662 Gorokan	49.83
	30 Jan 07	Postshop 234309 Gorokan	100.00
	4 Feb 07	Caltex Star Mart Drummoyne	49.00
	6 Feb 07	Wilson Parking Syd078	52.00
	7 Feb 07	Seven Eleven 2048	45.78
	7 Feb 07	Postshop 234309 Gorokan	100.00
	8 Feb 07	Officeworks 7901 Direct	696.04
	10 Feb 07	Bunnings Tuggerah 7148	29.06
	12 Feb 07	Coles Express 1662 Gorokan	49.03
	12 Feb 07	Coles Gorokan 0819	41.31
	13 Feb 07	Cabcharge & Service fee	25.04
	13 Feb 07	Cabcharge & Service fee	17.09
	14 Feb 07	Computers and more	120.00
	15 Feb 07	Telstra Corporation Ltd	225.77
	16 Feb 07	Postshop 234309 Gorokan	50.00
	20 Feb 07	Payment Admin fee @0.75 each	0.75
20 Mar 07	20 Feb 07	Liquidated damages on \$573.22	30.00
	24 Feb 07	Cabcharge & Service fee	12.32
	28 Feb 07	Postshop 234309 Gorokan	50.00
	1 Mar 07	Coles Express 1596 Wahroonga	55.04
	1 Mar 07	Interflora Aust Unit Ltd	83.55
	2 Mar 07	Cabcharge & Service fee	29.42
	2 Mar 07	Cabcharge & Service fee	26.37
	9 Mar 07	Starmart at Caltex Long Jty	66.39
	10 Mar 07	Coles Express 1662 Gorokan	40.01
	13 Mar 07	Officeworks 7901 Direct	502.92
	15 Mar 07	Starmart at Caltex Lakehaven	73.72
	19 Mar 07	Coles Express 1662 Gorokan	60.98
	19 Mar 07	Coles Express 1662 Gorokan	45.88
	20 Mar 07	Payment Admin fee @0.75 each	0.75
20 Apr 07	23 Mar 07	Coles Gorokan 0819	27.50
	24 Mar 07	The Beachcomber Resort	527.50
	24 Mar 07	United North Wyong	26.89
	26 Mar 07	Coles Express 1662 Gorokan	52.63

Statement Date	Transaction Date	Vendor	Amount (\$)
	27 Mar 07	Coles Toukley 0781	67.01
	27 Mar 07	Coles Express 1662 Gorokan	69.62
	30 Mar 07	Coles Express 1626 Kariong	40.53
	4 Apr 07	Cabcharge & Service fee	45.62
	11 Apr 07	Postshop 249359 Wyong	70.00
	11 Apr 07	Postshop 249818 Ourimbah	70.00
	12 Apr 07	Joyce Mayne	89.90
	13 Apr 07	Coles Express 1662 Gorokan	50.03
	13 Apr 07	Dick Smith 408 Bateau Bay	11.98
	13 Apr 07	Dick Smith 408 Bateau Bay	51.95
	16 Apr 07	Coles Toukley 0781	37.56
	18 Apr 07	Postshop 238174 Long Jetty	11.75
	20 Apr 07	Payment Admin fee @0.75 each	0.75
20 May 07	20 Apr 07	Coles Express 1662 Gorokan	57.81
	20 Apr 07	Liquidated damages on \$1,077.35	32.32
	21 Apr 07	Volume Plus Long Jetty	73.00
	21 Apr 07	Bunnings Tuggerah 7148	-50.00
	21 Apr 07	Bunnings Tuggerah 7148	453.33
	21 Apr 07	Bunnings Tuggerah 7148	199.00
	23 Apr 07	Wilson Parking Syd078	60.00
	24 Apr 07	Wotif Com Pty Ltd	937.15
	26 Apr 07	Cabcharge & Service fee	9.99
	29 Apr 07	Crowne Plaza Darling Harbour	229.20
	30 Apr 07	Dick Smith 408 Bateau Bay	63.96
	2 May 07	Officeworks 7901 Direct	144.01
	7 May 07	Coles Express 1662 Gorokan	55.03
	20 May 07	Payment admin fee @0.75 each	0.75
20 Jun 07	24 May 07	Coles Express 1662 Gorokan	40.09
	29 May 07	Ampol Shop Stop Lisarow	50.35
	3 Jun 07	Coles Gorokan 0819	73.64
	8 Jun 07	Coles Express 1662 Gorokan	23.77
	8 Jun 07	Inland Petroleum Narromine	70.00
	11 Jun 07	Coles Express 1672	53.02
	13 Jun 07	Star Mart at Caltex Long Jty	50.14
	19 Jun 07	Woolworths 1085 Bateau Bay	149.57
	20 Jun 07	Payment Admin fee @0.75 each	0.75
20 Jul 07	22 Jun 07	BP Tumbi Umbi	40.17
	26 Jun 07	Interflora Aust Unit Ltd	191.55

Statement Date	Transaction Date	Vendor	Amount (\$)
	27 Jun 07	Starmart at Caltex Long Jty	80.75
	29 Jun 07	Coles Express 1662 Gorokan	56.30
	30 Jun 07	Newcastle Airport Car Park	2.00
	6 Jul 07	Starmart at Caltex Long Jty	80.16
	11 Jul 07	Star Mart at Caltex Lakehaven	50.02
	16 Jul 07	Dick Smith 408 Bateau Bay	95.94
	20 Jul 07	Payment Admin fee @0.75 each	0.75
	20 Jul 07	Coles Express 1662 Gorokan	53.92
20 Aug 07	26 Jul 07	Ezipark Pitt St	58.00
	26 Jul 07	Cabcharge & Service fee	13.10
	26 Jul 07	Cabcharge & Service fee	8.16
	26 Jul 07	W C Penfold Stationery Store	39.49
	3 Aug 07	Coles Express 1662 Gorokan	50.38
	11 Aug 07	Noosa Blue Resort	199.00
	12 Aug 07	Syd Airport Parking	35.00
	15 Aug 07	Star Mart at Caltex Lakehaven	51.49
	20 Aug 07	Payment Admin fee @0.75 each	0.75
20 Sep 07	29 Aug 07	Cabcharge & Service fee	47.79
	29 Aug 07	Cabcharge & Service fee	45.29
	30 Aug 07	Coles Express 1662 Gorokan	56.44
	7 Sep 07	Dick Smith 408 Bateau Bay	94.94
	10 Sep 07	Coles Express 1662 Gorokan	54.67
	20 Sep 07	Payment Admin fee @0.75 each	0.75
20 Oct 07	21 Sep 07	Coles Express 1662 Gorokan	47.90
	22 Sep 07	Coles Express 1662 Gorokan	60.07
	27 Sep 07	Wotif Com Pty Ltd	206.15
	29 Sep 07	Coles Express 1662 Gorokan	51.77
	7 Oct 07	Coles Express 1662 Gorokan	57.67
	12 Oct 07	Dick Smith 408 Bateau Bay	252.00
	15 Oct 07	Coles Express 1662 Gorokan	55.19
	20 Oct 07	Payment Admin fee @0.75 each	0.75
20 Nov 07	27 Oct 07	Coles Express 1662 Gorokan	57.18
	29 Oct 07	Joyce Mayne	150.00
	4 Nov 07	Nrma Road Service	301.50
	8 Nov 07	Digital Bateau Bay 225	414.00
	8 Nov 07	Coles Express 1662 Gorokan	41.74
	15 Nov 07	Interflora Aust Unit Ltd	68.55
	15 Nov 07	Dick Smith 408 Bateau Bay	129.89

Statement Date	Transaction Date	Vendor	Amount (\$)
	18 Nov 07	Coles Express 1662 Gorokan	41.28
	20 Nov 07	Rewards Membership fee	77.00
20 Dec 07	20 Nov 07	Liquidated Damages on \$731.50	30.00
	23 Nov 07	Coles Express 1662 Gorokan	63.13
	29 Nov 07	Coles Express 1662 Gorokan	57.94
	4 Dec 07	Cabcharge & Service fee	35.52
	5 Dec 07	Dick Smith 408 Bateau Bay	326.95
	5 Dec 07	Starmart at Caltex Long Jty	43.79
	20 Dec 07	Payment Admin fee @0.75 each	0.75
TOTAL:			11,388.33

TOTAL EXPENDITURE ON DINERS CLUB CARD ISSUED TO CRISELEE STEVENS:	\$36,791.18
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ANNEXURE C – EXPENDITURE ON DINERS CLUB CARD ISSUED TO MATTHEW BURKE

2007

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Apr 07	28 Mar 07	Rewards Membership fee	77.00
	10 Apr 07	BP Express	66.78
	13 Apr 07	BP Normannurst	32.65
	15 Apr 07	Mobil Waroonga	50.33
	15 Apr 07	Wilson Parking Syd 109	25.00
	17 Apr 07	Caltex Wamberal	47.44
	19 Apr 07	Wilson Parking Syd 137	60.00
20 May 07	20 Apr 07	Caltex Wamberal	74.23
	23 Apr 07	Wotif Com Pty Ltd	307.15
	23 Apr 07	Wotif Com Pty Ltd	166.15
	23 Apr 07	Tandy Electronics Tuggerah 764	14.98
	26 Apr 07	Caltex M4 East Bound Eastern Ck	38.84
	26 Apr 07	Caltex M4 East Bound Eastern Ck	38.84
	28 Apr 07	Four Points Sydney	70.00
	29 Apr 07	Wotif Com Pty Ltd	162.15
	29 Apr 07	Sydney Convention & Exhibition	24.00
	30 Apr 07	MD WB Hosting Pty Ltd	118.80
	1 May 07	Domain Directors Pty Ltd	36.27
	2 May 07	Caltex Wamberal	83.80
	5 May 07	Dick Smith 408 Bateau Bay	32.47
	6 May 07	Caltex Wamberal	79.83
	9 May 07	Harbourside Car Park Syd 047	50.00
	12 May 07	Murrurundi Road House	64.40
	13 May 07	Mobil Express Food S125	54.97
	15 May 07	Dick Smith 408 Bateau Bay	-32.49
	15 May 07	Dick Smith 408 Bateau Bay	361.42
	18 May 07	Woolworths 1085 Bateau Bay	11.82
	18 May 07	K Mart Bateau Bay E1098	82.94
	18 May 07	Postshop 238174 Long Jetty	25.00
	19 May 07	Coles Express 1662 Gorokan	87.40
	20 May 07	Payment Admin fee @0.75 each	0.75
	27 May 07	Cabcharge & Service fee	17.76
20 Jun 07	21 May 07	K Mart Bateau Bay E1098	-39.99

Statement Date	Transaction Date	Vendor	Amount (\$)
	21 May 07	Bunnings Tuggerah 7148	79.00
	22 May 07	Woolworths 1085 Bateau Bay	43.68
	23 May 07	Caltex Starshop	70.70
	26 May 07	Caltex Wamberal	79.49
	29 May 07	Woolworths 1085 Bateau Bay	12.25
	31 May 07	John Fairfax Publications P/L	495.00
	4 Jun 07	Caltex Starshop	50.00
	5 Jun 07	BP Express Rozelle	63.01
	7 Jun 07	Cafe Pennoz	5.90
	7 Jun 07	Cafe Pennoz	10.10
	7 Jun 07	Cafe Pennoz	68.80
	7 Jun 07	Cafe Pennoz	16.40
	10 Jun 07	Wilson Parking Syd 109	25.00
	11 Jun 07	BP Rutherford	79.04
	13 Jun 07	Dick Smith Electronics 194	15.98
	17 Jun 07	Quix Food Store S136	39.91
	18 Jun 07	Caltex Wamberal	75.61
	20 Jun 07	Payment Admin fee @0.75 each	0.75
20 Jul 07	26 Jun 07	Coles Bateau Bay 0904	29.18
	27 Jun 07	7-Eleven 2144 Erina	74.32
	3 Jul 07	Cabarge and Service fee	30.64
	6 Jul 07	Caltex Wamberal	60.55
	7 Jul 07	Mobil Wahroonga	34.33
	9 Jul 07	News Text	2.50
	9 Jul 07	News Text	35.00
	9 Jul 07	News Text	2.50
	11 Jul 07	Dick Smith 408 Bateau Bay	188.95
	13 Jul 07	Dick Smith 229 Erina	14.98
	14 Jul 07	Caltex Starmart Gosford West	76.89
	17 Jul 07	Woolworths Petrol 1708 Tuggerah	40.17
	17 Jul 07	Caltex Wamberal	37.44
	19 Jul 07	Coles 992 Wadalba	5.62
	20 Jul 07	Payment Admin fee @0.75 each	0.75
	22 Jul 07	Coles Express 1626 Kariong	56.76
20 Aug 07	21 Jul 07	Caltex Wamberal	77.32
	22 Jul 07	Dominos The Entrance	47.60
	22 Jul 07	Woolworths 1111 Tuggerah	15.70
	22 Jul 07	Woolworths 1085 Bateau Bay	24.09

Statement Date	Transaction Date	Vendor	Amount (\$)
	26 Jul 07	Citigate Central Carpark	17.00
	26 Jul 07	Caltex Starshop	60.00
	27 Jul 07	Woolworths 1085 Bateau Bay	57.28
	28 Jul 07	Citigate Central Carpark	12.00
	2 Aug 07	Starmart at Caltex Long Jty	62.23
	6 Aug 07	Woolworths Petrol 1708 Tuggerah	69.86
	7 Aug 07	Wilson Parking Syd077	19.00
	10 Aug 07	BP Newcastle West	76.67
	11 Aug 07	Mobil Express Food S111	7.59
	11 Aug 07	BP Express Asquith	26.29
	14 Aug 07	BP Express Tuggerah	43.90
	19 Aug 07	BP Express Tuggerah	58.90
	20 Aug 07	Payment Admin fee @0.75 each	0.75
20 Sep 07	22 Aug 07	Ritters Hardware	179.95
	22 Aug 07	Woolworths Petrol 1708 Tuggerah	61.74
	29 Aug 07	Caltex Woolworths Erina	64.72
	4 Sep 07	Mobil Express Food S111	64.45
	13 Sep 07	Ampol Wyong	50.51
	18 Sep 07	Coles Express 1553	73.09
	19 Sep 07	Tandy Electronics Tuggerah 764	136.00
	19 Sep 07	Dick Smith Electronics 194	136.00
	20 Sep 07	Payment Admin fee @0.75 each	0.75
20 Oct 07	20 Sep 07	Calstores P/L-F3 M/S N/Bound	48.07
	23 Sep 07	Calstores Pty Ltd – Chatswood	41.43
	1 Oct 07	BP Tumby Umbi	74.50
	3 Oct 07	Telstra T Shop	679.00
	7 Oct 07	BP Newcastle West	42.22
	11 Oct 07	Woolworths Petrol 1708 Tuggerah	62.74
	12 Oct 07	Sydney Convention & Exhibition	18.00
	11 Oct 07	Woolworths 1111 Tuggerah	61.48
	11 Oct 07	Coles The Entrance 0798	15.67
	11 Oct 07	Dan Murphys 1549 Tuggerah	3.00
	16 Oct 07	Mobil Express Food S111	50.08
	19 Oct 07	Mobil Express Food S111	43.85
	19 Oct 07	Starmart at Caltex Long Jty	9.50
	20 Oct 07	Payment Admin fee @0.75 each	0.75
20 Nov 07	23 Oct 07	Ampol Chittaway Bay	40.17
	25 Oct 07	Wotif Com Pty Ltd	96.15

Statement Date	Transaction Date	Vendor	Amount (\$)
	29 Oct 07	Nrma Hut	1,089.58
	30 Oct 07	Telstra T Shop Erina	679.00
	30 Oct 07	Mobl Express Food S111	53.60
	31 Oct 07	Tra 353 Rta Wyong	394.00
	3 Nov 07	Tefbac Pty Ltd	69.62
	9 Nov 07	Starmart at Caltex Long Jty	69.01
	12 Nov 07	BP Express Tuggerah	70.23
	18 Nov 07	BP Express Tuggerah	75.44
	20 Nov 07	Payment Admin fee @0.75 each	0.75
20 Dec 07	20 Nov 07	Liquidated damages On \$1,150.29	34.51
	21 Nov 07	Bunnings Tuggerah 7148	134.00
	23 Nov 07	Mobil Express Food S111	52.70
	26 Nov 07	Dick Smith 366 Penrith Plaza	159.00
	26 Nov 07	BP Tumby Umbi	82.87
	26 Nov 07	Cabcharge & Service fee	29.08
	30 Nov 07	Caltex Woolworths Erina	82.80
	4 Dec 07	Strathfield Gosford	30.50
	5 Dec 07	Mobil Express Food S111	71.04
	20 Dec 07	Payment admin fee @0.75 each	0.75
TOTAL:			10,120.37

TOTAL EXPENDITURE ON DINERS CLUB CARD ISSUED TO MATTHEW BURKE:	\$10,120.37
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**ANNEXURE D – DINING AND ENTERTAINMENT EXPENDITURE IN MELBOURNE ON
RESPONDENT'S CREDIT CARDS BETWEEN 2002 AND NOVEMBER 2005**

2002

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Oct 02	18 Oct 02	Sherlock Holmes Inn	75.00
20 Nov 02	22 Oct 02	Hotel Lincoln	135.50
	22 Oct 02	Hotel Lincoln	249.80
	23 Oct 02	La Notte Café - Carlton	45.00
	24 Oct 02	Cricket Club Hotel	92.00
	30 Oct 02	Cricket Club Hotel	120.00
	30 Oct 02	University Café	160.00
	1 Nov 02	Latin Beats	73.20
	7 Nov 02	Albert Park Hotel	105.00
	9 Nov 02	VRC Chairmans Club	470.80
	14 Nov 02	Bistro 1 - Little Collins Street	230.00
27 Nov 02	19 Nov 02	Cricket Club Hotel, South Melbourne	80.00
20 Dec 02	5 Dec 02	Mecca Restaurant Bar	560.00
	15 Dec 02	Langton's Restaurant	1,106.00
27 Dec 02	28 Nov 02	Cricket Club Hotel	75.00
	19 Dec 02	Walters Wine Bar, South Melbourne	225.00
TOTAL:			3,802.30

2003

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Feb 03	18 Feb 03	St Kilda Pelican	115.00
20 Mar 03	20 Feb 03	Gunn Island Hotel 3285	110.70
	14 Mar 03	Vialetto Restaurant, Melbourne	120.00
	16 Mar 03	Park Hyatt, Melbourne	104.00
20 Apr 03	03 Apr 03	Dundas and Fausett Kitchen	46.80
	04 Apr 03	The Street Café	36.00
	05 Apr 03	Langton's Restaurant	630.00
	15 Apr 03	Sarti	530.00
20 May 03	30 Apr 03	Barflys Café Restaurant	301.00
	03 May 03	Crown Entertainment Complex	579.75

Statement Date	Transaction Date	Vendor	Amount (\$)
	15 May 03	La Notte Café - Carlton	60.00
20 Jun 03	28 May 03	Sarti	200.00
	16 Jun 03	Sarti	240.00
26 Jun 03	06 Jun 03	Hotel Lincoln	117.50
	14 Jun 03	Borsch Vodka & Tears, Prahran	200.00
20 Jul 03	24 Jun 03	Hotel Lincoln	99.00
	29 Jun 03	The Waterfront Restaurant	190.00
	08 Jul 03	Crown Valet	25.00
	08 Jul 03	Bistro Vite (Melbourne)	240.00
	11 Jul 03	Hotel Lincoln	200.00
28 Jul 03	21 Jul 03	Laurent Bakery Pty Ltd, Albert Park	40.30
	27 Jul 03	Cricket Club Hotel, South Melbourne	115.00
20 Aug 03	21 Jul 03	La Notte Café - Carlton	35.00
	22 Jul 03	Cafe Cortile	15.00
	23 Jul 03	Sarti (Restaurant, Melbourne)	440.00
	24 Jul 03	Sarti (Restaurant, Melbourne)	220.00
	08 Aug 03	Hotel Lincoln	70.50
	17 Aug 03	Novotel Melbourne on Collins	50.00
20 Oct 03	29 Sep 03	Saigon Rose (Restaurant, Melbourne)	120.00
	14 Oct 03	Albert Park Hotel	108.10
27 Oct 03	08 Oct 03	The Lounge Room Docklands	150.00
20 Nov 03	07 Nov 03	Hotel Lincoln	85.00
20 Dec 03	21 Nov 03	Beaconsfield Hotel, St Kilda	95.90
	05 Dec 03	Sarti (Restaurant Melbourne)	160.00
	16 Dec 03	Albert Park Hotel	130.00
	16 Dec 03	Macs Hotel	41.20
TOTAL:			6,020.75

2004

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 04	07 Jan 04	PJ O'Briens, Southbank	95.00
	07 Jan 04	Red Emperor Chinese Restaurant, South Melbourne	135.00
	07 Jan 04	Savi Bar and Café	205.00
	08 Jan 04	Crown Entertainment Complex	105.00
20 Feb 04	04 Feb 04	Savi Bar and Café	150.00
	06 Feb 04	Hotel Lincoln	460.00

Statement Date	Transaction Date	Vendor	Amount (\$)
25 Mar 04	04 Mar 04	Ricardos Trattoria, Albert Park	115.00
	22 Mar 04	Ricardos Trattoria, Albert Park	320.00
20 Apr 04	16 Apr 04	Sarti	300.00
28 Apr 04	22 Apr 04	Ricardos Trattoria, Albert Park	240.00
20 May 04	26 Apr 04	Lever & Kowalyk Café, Williamstown	60.00
20 Jul 04	07 Jul 04	Hotel Lincoln	250.00
	15 Jul 04	The Palace Hotel	100.00
28 Jul 04	15 Jul 04	Macs Hotel	33.00
	15 Jul 04	Chez Phat	92.50
	21 Jul 04	Laurent Bakery, Albert Park	35.90
20 Aug 04	21 Jul 04	Macs Hotel	68.50
	13 Aug 04	The Palace Hotel	75.00
26 Aug 04	19 Aug 04	Prince Alfred Hotel, Port Melbourne	69.00
20 Sep 04	03 Sep 04	Macs Hotel	87.20
	17 Sep 04	Decorum on Flinders Lane	270.00
27 Sep 04	04 Sep 04	Chez Phat	300.00
	22 Sep 04	Manchester Lane, Melbourne	80.00
20 Oct 04	21 Sep 04	Decorum on Flinders Lane	300.00
	21 Sep 04	The Deanery	26.00
	21 Sep 04	The Deanery	4.00
	28 Sep 04	Apple Centre Next Bite	188.70
	05 Oct 04	Café Italia	90.00
27 Oct 04	30 Sep 04	Melbourne Melbourne	1,790.14
	04 Oct 04	69 Errol Street, Melbourne	26.40
	13 Oct 04	Melbourne Melbourne	2,688.06
	22 Oct 04	Feddish Melbourne	55.00
	22 Oct 04	Feddish Melbourne	108.00
20 Nov 04	02 Nov 04	Cecconi's at Crown	800.00
	10 Nov 04	Decorum on Flinders Lane	58.00
26 Nov 04	29 Oct 04	Decorum on Flinders	220.50
	30 Oct 04	Decorum on Flinders	70.00
	31 Oct 04	Time Out Melbourne	142.00
	10 Nov 04	Time Out Melbourne	50.00
20 Dec 04	06 Dec 04	The Westin, Melbourne	100.00
	08 Dec 04	Decorum on Flinders Lane	190.00
	11 Dec 04	Rockpool	380.00
	14 Dec 04	Sarti	380.00
	14 Dec 04	Gin Palace	180.00

Statement Date	Transaction Date	Vendor	Amount (\$)
TOTAL:			11,492.90

2005

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 05	17 Jan 05	Mac's Hotel	130.00
20 Feb 05	05 Feb 05	Café Biscotti	130.00
	06 Feb 05	The Westin Melbourne	61.50
	18 Feb 05	207 Nicks Bar	40.00
20 Mar 05	23 Feb 05	Funkfish Café Federation Square	118.70
	23 Feb 05	Funkfish Café Federation Square	11.30
	01 Mar 05	Vialetto Restaurant Melbourne	100.00
	10 Mar 05	Funkfish Café Federation Square	5.60
	10 Mar 05	Funkfish Café Federation Square	74.40
	11 Mar 05	The Westin Melbourne	66.00
	16 Mar 05	Quay West Suites Melbourne	21.60
	16 Mar 05	Funkfish Café Federation Square	55.60
	16 Mar 05	Funkfish Café Federation Square	4.40
20 Apr 05	23 Mar 05	Hotel Lincoln	55.00
	23 Mar 05	Funkfish Café Federation Square	107.40
	23 Mar 05	Funkfish Café Federation Square	7.60
	30 Mar 05	Café Biscotti	108.00
	01 Apr 05	Funkfish Café Federation Square	6.00
	01 Apr 05	Funkfish Café Federation Square	84.00
	05 Apr 05	Hotel Lincoln	140.00
	05 Apr 05	Funkfish Café Federation Square	184.60
	05 Apr 05	Funkfish Café Federation Square	5.40
20 May 05	21 Apr 05	Funkfish Café Federation Square	121.50
	21 Apr 05	Funkfish Café Federation Square	8.50
	22 Apr 05	The Westin Melbourne	61.50
	26 Apr 05	Punch Lane	370.00
	29 Apr 05	Punch Lane	200.00
	05 May 05	Funkfish Café Federation Square	11.70
	05 May 05	Funkfish Café Federation Square	228.30
	17 May 05	Funkfish Café Federation Square	11.90
	17 May 05	Funkfish Café Federation Square	98.10
	19 May 05	Sarti	1,300.00

Statement Date	Transaction Date	Vendor	Amount (\$)
	19 May 05	Bluestone Restaurant & Bar	84.80
27 May 05	26 May 05	Café Lincontro Pty Ltd, Melbourne	23.00
20 Jun 05	24 May 05	Sarti	130.00
	26 May 05	Hotel Lincoln	75.00
	26 May 05	Funkfish Café Federation Square	97.10
	27 May 05	Funkfish Café Federation Square	2.90
	30 May 05	Café Segovia	55.00
	04.06.05	Funkfish Café Federation Square	12.40
	04 Jun 05	Funkfish Café Federation Square	157.60
	07 Jun 05	Café Segovia	50.00
	10 Jun 05	Sarti, Melbourne	190.00
	16 Jun 05	Funkfish Café Federation Square	3.70
	16 Jun 05	Funkfish Café Federation Square	61.30
28 Jun 05	23 Jun 05	Flinders Station Hotel	139.46
20 Jul 05	21 Jun 05	Sarti	120.00
	23 Jun 05	Bluestone Restaurant & Bar	125.00
	24 Jun 05	Ipoh Jaya Restaurant	78.60
	24 Jun 05	Supper Inn Chinese Restaurant	115.00
	28 Jun 05	Ipoh Jaya Restaurant	1.40
	08 Jul 05	Walters Wine Bar, South Melbourne	350.00
	11 Jul 05	Transport Hotel	85.00
	14 Jul 05	Funkfish Café Federation Square	13.10
	14 Jul 05	Funkfish Café Federation Square	98.90
28 Jul 05	12 Jul 05	Inck Café Melbourne	17.60
	15 Jul 05	Next Byte NSW Pty Ltd, Melbourne	300.00
20 Aug 05	20 Jul 05	Punch Lane	115.00
	22 Jul 05	Portland Hotel	4.20
	22 Jul 05	Portland Hotel	60.80
	22 Jul 05	Café D'Orsay	270.00
	23 Jul 05	Scusa Mi Restaurant	177.50
	27 Jul 05	Funkfish Café Federation Square	14.80
	27 Jul 05	Funkfish Café Federation Square	145.20
	29 Jul 05	Café D'Orsay	120.00
	02 Aug 05	Funkfish Café Federation Square	160.60
	02 Aug 05	Funkfish Café Federation Square	14.40
	15 Aug 05	Transport Hotel	65.00
30 Aug 05	10 Aug 05	1 Lygon St Café, Carlton	10.00
20 Sep 05	24 Aug 05	Bistro 1 - Little Collins Street	350.00

Statement Date	Transaction Date	Vendor	Amount (\$)
	26 Aug 05	Café D'Orsay	170.00
	26 Aug 05	The Westin, Melbourne	58.00
	04 Sep 05	The Westin, Melbourne	24.00
	09 Sep 05	Funkfish Café Federation Square	195.70
	09 Sep 05	Funkfish Café Federation Square	9.30
20 Oct 05	21 Sep 05	The Trust (Restaurant, Melb)	90.00
	26 Sep 05	New Tai Yuen	220.00
	04 Oct 05	Funkfish Café Federation Square	8.00
	04 Oct 05	Funkfish Café Federation Square	92.00
	19 Oct 05	Arintji	70.00
	19 Oct 05	Arintji	50.00
26 Oct 05	22 Oct 05	Il Solito Posto	175.00
20 Nov 05	21 Oct 05	Macs Hotel	53.60
	02 Nov 05	Mercadante Wood fired Pizza	112.90
	02 Nov 05	Verge	200.00
	14 Nov 05	Rialto Hotel on Collins	111.35
	17 Nov 05	Grand Hotel managed by Sofitel	42.50
20 Dec 05	22 Nov 05	Grand Hotel managed by Sofitel	82.35
TOTAL:			9,587.66

TOTAL DINING AND ENTERTAINMENT EXPENDITURE IN MELBOURNE ON RESPONDENT'S CREDIT CARDS BETWEEN 2002 AND NOVEMBER 2005:	\$30,903.61
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**ANNEXURE E – DINING AND ENTERTAINMENT EXPENDITURE IN NSW ON
RESPONDENT’S CREDIT CARDS FROM DECEMBER 2005 TO 2007**

2005

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Dec 05	19 Dec 05	Dekk Restaurant and Bar	190.00
TOTAL:			190.00

2006

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 06	06 Jan 06	Dekk Restaurant and Bar	130.00
	12 Jan 06	Café Bluestone	14.90
27 Jan 06	13 Jan 06	Dekk Restaurant Terrigal	250.00
20 Feb 06	02 Feb 06	House of Guangzhou Restaurant	566.30
	02 Feb 06	House of Guangzhou Restaurant	23.70
	06 Feb 06	La Bora Pizzeria	80.00
	07 Feb 06	Perrottas at the Gallery	110.00
	09 Feb 06	Dekk Restaurant and Bar	60.50
24 Feb 06	28 Jan 06	Dekk Restaurant Terrigal Au	170.00
20 Mar 06	24 Feb 06	Dekk Restaurant and Bar	160.00
	02 Mar 06	Dekk Restaurant and Bar	118.00
	17 Mar 06	Dekk Restaurant and Bar	116.00
20 Apr 06	28 Mar 06	DCE Café	26.20
	31 Mar 06	Dekk Restaurant and Bar	120.00
	07 Apr 06	Dekk Restaurant and Bar	99.00
	11 Apr 06	Crown Plaza Terrigal	155.00
	18 Apr 06	Lantern Palace	165.00
27 Apr 06	11 Apr 06	Mingara Tumbi Umbi	90.00
	11 Apr 06	Mingara Tumbi Umbi	45.00
20 May 06	05 May 06	Dekk Restaurant and Bar	111.50
	10 May 06	DCE Café	20.00
	12 May 06	Dekk Restaurant and Bar	110.00
	19 May 06	Star City	54.50
26 May 06	03 May 06	Patcinis on Church Terrigal	55.00

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jun 06	09 Jun 06	Dekk Restaurant and Bar	125.00
20 Jul 06	27 Jun 06	Devine Restaurant Terrigal Au	80.00
	30 Jun 06	Dekk Restaurant and Bar	120.00
	12 Jul 06	Dekk Restaurant and Bar	150.00
	18 Jul 06	Industrie	80.00
26 Jul 06	05 Jul 06	Meumanns Milton Milton NSW	59.80
	21 Jul 06	Devine Restaurant Terrigal	88.00
20 Aug 06	25 Jul 06	Kingsleys Steak & Crabhouse	275.00
25 Aug 06	12 Aug 06	Devine Restaurant Terrigal	113.00
20 Sep 06	31 Aug 06	Opera Bar	40.00
	08 Sep 06	Radisson Plaza Hotel, Sydney	79.10
	10 Sep 06	Shangri-La Hotel, Sydney	69.50
	12 Sep 06	Kingsleys Steak & Crabhouse	600.00
	13 Sep 06	Café Bluestone	36.00
	22 Sep 06	Swissotel	252.55
	25 Sep 06	Vintage Cellars	144.98
	25 Sep 06	Shangri-la Hotel Sydney	51.50
20 Oct 06	29 Sep 06	The Coffee Club, Tuggerah	13.50
	06 Oct 06	The Coffee Club, Tuggerah	45.30
	11 Oct 06	The Coffee Club, Tuggerah	36.20
	14 Oct 06	Stillwaters Restaurant	105.00
	17 Oct 06	Chatts at O	120.00
	20 Oct 06	The Coffee Club, Tuggerah	22.40
20 Nov 06	07 Nov 06	The Golden Cowrie	230.00
	10 Nov 06	Quay Catering Pty Ltd	50.00
	17 Nov 06	Reef Restaurant and Grill	290.00
24 Nov 06	07 Nov 06	99 The Entrance	22.40
	17 Nov 06	99 The Entrance	46.30
	24 Nov 06	L/Land Terrigal NSW	322.56
20 Dec 06	21 Nov 06	Shangri-La Hotel Sydney	94.50
	09 Dec 06	Hilton International, Sydney	186.25
	18 Dec 06	Prime Restaurant & Bars	470.00
	20 Dec 06	Vintage Cellars	70.97
27 Dec 06	19 Dec 06	99 The Entrance	21.30
	20 Dec 06	Devine Restaurant Terrigal	135.50
24 Jan 07	28 Dec 06	Terrigal Hotel, Terrigal	195.20
TOTAL:			7,692.41

2007

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 07	11 Jan 07	The Kent Hotel	280.00
	11 Jan 07	The Swissotel, Sydney	186.45
24 Jan 07	15 Jan 07	99 The Entrance	15.40
	19 Jan 07	The Coffee Club, Tuggerah	15.10
26 Feb 07	6 Feb 07	Olnix International Restaurant, Central Coast	52.50
20 Mar 07	22 Feb 07	Café Bluestone	20.40
	01 Mar 07	Café Bluestone	39.50
	05 Mar 07	Café Bluestone	25.60
	07 Mar 07	Radisson Plaza Hotel, Sydney	90.00
27 Mar 07	19 Mar 07	99 The Entrance	36.60
20 Apr 07	21 Mar 07	Quay West Apartments, Sydney	59.40
	23 Mar 07	The Grace Hotel	53.45
	28 Mar 07	Radisson Plaza Hotel, Sydney	88.45
	28 Mar 07	Café Bluestone	40.10
	28 Mar 07	Industrie	67.50
26 Apr 07	02 Apr 07	99 The Entrance	27.05
	03 Apr 07	The Coffee Club, Tuggerah	20.90
	05 Apr 07	Patcinis on Church, Terrigal	34.15
	09 Apr 07	Devine Restaurant, Terrigal	150.00
20 May 07	27 Apr 07	Aria Restaurant	520.00
	29 Apr 07	Shangri-La Hotel, Sydney	13.00
20 Jun 07	07 Jun 07	Onda Ristorante	150.00
	08 Jun 07	Reef Restaurant and Grill	150.00
	14 Jun 07	Café Bluestone	21.40
	18 Jun 07	Café Bluestone	23.60
	19 Jun 07	Radisson Plaza Hotel, Sydney	93.45
27 Jun 07	31 May 07	The Coffee Club, Tuggerah	48.60
	01 Jun 07	Donnisons Restaurant Gosford	36.30
20 Jul 07	27 Jun 07	Kingsleys Australian Steak	350.00
26 Jul 07	06 Jun 07	The Coffee Club, Tuggerah	19.50
20 Aug 07	31 Jul 07	Letterbox Restaurant	200.00
	06 Aug 07	Café Pennoz	33.30
	13 Aug 07	Industrie	86.00
	13 Aug 07	Don Quixote Spanish Restaurant	160.00
	16 Aug 07	Fraser Suites, Sydney	47.50
28 Aug 07	30 Jul 07	Tuggerah Lakes Memorial Club	150.00

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Sep 07	31 Aug 07	Café Pennoz	21.20
	07 Sep 07	Café Pennoz	33.10
	14 Sep 07	Four Season Hotel, Sydney	100.00
	19 Sep 07	Four Season Hotel, Sydney	50.00
20 Oct 07	21 Sep 07	Café Pennoz	39.20
20 Nov 07	17 Nov 07	The Entrance Hotel	581.10
26 Nov 07	07 Nov 07	Bateau Bay Hotel	94.00
20 Dec 07	04 Dec 07	Letterbox Restaurant	160.00
	08 Dec 07	Swissotel, Sydney	99.90
	11 Dec 07	Kingsleys Steak House	190.00
	16 Dec 07	Hilton, Sydney	40.00
20 Jan 08	20 Dec 07	Forty One Restaurant	550.00
TOTAL:			5,363.70

TOTAL DINING AND ENTERTAINMENT EXPENDITURE IN NSW ON RESPONDENT'S CREDIT CARDS FROM DECEMBER 2005 TO 2007:	\$13,246.11
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ANNEXURE F – DINING AND ENTERTAINMENT EXPENDITURE ON RESPONDENT'S CREDIT CARDS WHILE TRAVELLING OUTSIDE MELBOURNE FROM 2002 TO NOVEMBER 2005

2002

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Nov 02	31 Oct 02	The Lord Nelson Brewery Hotel	33.00
20 Dec 02	22 Nov 02	The Avenue on Chifley	12.00
	3 Dec 02	Crowne Plaza, Canberra	46.00
	10 Dec 02	Launceston Inter Hotel	44.00
	14 Dec 02	The Westin, Sydney	147.19
20 Jan 03	27 Dec 02	Bocca Espresso	225.00
TOTAL:			507.19

2003

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Feb 03	21 Jan 03	Don Quixote Spanish Restaurant	170.00
	25 Jan 03	Senate Bar	13.00
	17 Feb 03	Senate Bar	46.00
	18 Feb 03	The Westin, Sydney	115.90
20 Mar 03	22 Feb 03	Sail & Anchor, Fremantle WA	120.90
	23 Feb 03	Madonnas Restaurant, Fremantle	67.50
	11 Mar 03	Merchant Court Hotel, Sydney	82.15
26 Mar 03	26 Feb 03	Little Creatures, Fremantle	110.00
	26 Feb 03	Sandrino Café	169.50
	26 Feb 03	Sala Thai Restaurant, Fremantle	85.00
20 Apr 03	21 Mar 03	Doyles Seafood Restaurant	230.00
	28 Mar 03	Grindelwald Resort	126.95
20 May 03	04 May 03	B.B.Q. King Restaurant - Sydney	125.00
	06 May 03	Crowne Plaza, Darling Harbour	175.00
	07 May 03	Nick's Seafood Restaurant	230.00
	09 May 03	The Trinity Bar	100.00
	10 May 03	The Waterfront Restaurant	210.00
27 May 03	12 May 03	Westin Hotel, Sydney	22.25
	21 May 03	Grosvenor on George, Brisbane	101.50

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jun 03	22 May 03	Mercure Hotel, Brisbane	86.36
	12 Jun 03	Duxton Hotel, Perth	24.85
	17 Jun 03	Rydges Capital Hill, Canberra	43.20
	24 Jun 03	Laurent Bakery P/L Albert Park	40.30
20 Jul 03	17 Jul 03	Jasmin Indian Restaurant (Adelaide)	110.00
20 Aug 03	30 Jul 03	The Pool Cafe - Maroubra NSW	430.00
20 Sep 03	03 Sep 03	Radisson Plaza Hotel, Sydney	159.20
20 Oct 03	9 Oct 03	Industrie	110.00
	09 Oct 03	Nick's Seafood Restaurant	450.00
20 Nov 03	22 Oct 03	Nick's Bar & Grill, Sydney	195.00
	23 Oct 03	Bluestone Café	40.00
26 Nov 03	28 Oct 03	Awaba Café Balmoral	40.00
	28 Oct 03	Moretons on Sussex, Sydney	27.50
20 Dec 03	21 Nov 03	Hotel Grand Chancellor	85.00
TOTAL:			4,142.06

2004

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 04	13 Jan 04	House of Guangzhou Restaurant	300.00
20 Feb 04	29 Jan 04	Doyles Seafood Restaurant	410.00
	31 Jan 04	Quayside Brasserie	195.50
	31 Jan 04	Quayside Brasserie	14.50
	12 Feb 04	Café Biscotti	65.00
	17 Feb 04	Radisson Plaza Hotel, Sydney	80.00
	18 Feb 04	Two Bond Street Apartments	24.60
20 Mar 04	17 Mar 04	Radisson Plaza Hotel, Sydney	90.30
20 Apr 04	24 Mar 04	Elphin Villas Motel	97.00
20 May 04	02 May 04	Texas Texas, New York (Restaurant)	40.56
	04 May 04	Loco Noche LLC, New York	218.51
	07 May 04	Grand Slam Stores, New York	149.98
	13 May 04	McCormick & Schmick #38	248.04
26 May 04	15 May 04	All Bar One, London	25.80
	19 May 04	La Cave, London	156.49
25 Jun 04	21 Jun 04	Gresham Hyde Park Hotel	282.00
20 Jul 04	24 Jun 04	Hotel Lincoln	110.00
20 Aug 04	23 Jul 04	Radisson Plaza Hotel, Sydney	53.65
	01 Aug 04	The Observatory Hotel	29.50

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Sep 04	09 Sep 04	Sheridan Plaza Hotel	61.30
20 Oct 04	06 Oct 04	Radisson Plaza Hotel, Sydney	107.60
	14 Oct 04	Quay West Apartments, Sydney	122.85
	18 Oct 04	The Lazy Lobster	250.00
20 Nov 04	15 Nov 04	The Mussel Bar, Fremantle	300.00
	18 Nov 04	Black Toms Oyster Bar	136.00
20 Dec 04	24 Nov 04	Verve Café Bar	220.00
	02 Dec 04	La Dolce Vita - Kingston	65.00
	13 Dec 04	The Westin, Sydney	62.75
TOTAL:			3,916.93

2005

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Feb 05	25 Jan 05	Barnaby's Restaurant	6.00
	25 Jan 05	Barnaby's Restaurant	53.50
	25 Jan 05	Barnaby's Restaurant	410.50
	18 Feb 05	Pinnacle Apartments	4.80
24 Feb 05	08 Feb 05	Merchant Court Hotel Sydney	64.50
20 Mar 05	01 Mar 05	Swissotel Sydney	39.25
	01 Mar 05	Eastbank Cafe	170.00
	14 Mar 05	La Capanna Kingston ACT	42.50
	14 Mar 05	La Capanna Kingston ACT	5.00
20 Apr 05	20 Mar 05	Swissotel Sydney	177.15
	21 Mar 05	The Royal Bar & Brasserie	199.60
	22 Mar 05	Duxton Hotel Perth WA	115.45
	06 Apr 05	James Squire Brewhouse	85.00
	07 Apr 05	Barluca	58.00
	19 Apr 05	Ruby Chinese Restaurant	370.00
27 Apr 05	07 Apr 05	Tandoori Rasoi Surry Hills	130.00
20 May 05	21 Apr 05	University House Acton A.C.T	65.50
	28 Apr 05	Ciccio's Pasta Bar	50.00
	28 Apr 05	Ecco Licensed Bistro	160.00
	29 Apr 05	Medina Executive Brisbane	67.60
20 Jun 05	23 May 05	Charmers Restaurant	40.00
	23 May 05	Holy Grail - Kingston ACT	70.00
	28 May 05	DCE, Café	45.00
20 Jul 05	20 Jun 05	Kingsleys Steak & Crabhouse	250.00

Statement Date	Transaction Date	Vendor	Amount (\$)
	14 Jul 05	Swissotel, Sydney	77.50
20 Aug 05	05 Aug 05	Ocean Room, Sydney	210.00
	06 Aug 05	IM Angus	165.00
	08 Aug 05	The Westin, Sydney	13.00
20 Sep 05	01 Sep 05	Sofitel Reef Casino	69.80
	06 Sep 05	Beppis restaurant	1,500.00
	06 Sep 05	Giardinetto	85.00
	08 Sep 05	Woolloomooloo Hotel	59.00
	09 Sep 05	The Sydney Marriott Hotel	189.45
	16 Sep 05	Pymont's Restaurant	105.00
	17 Sep 05	Miro Tapas Bar	80.00
20 Oct 05	13 Oct 05	Frasers Restaurant	145.00
	14 Oct 05	Hyatt Regency, Perth WA	142.90
	15 Oct 05	Evans & Tate	54.50
	16 Oct 05	Amberley Estate Yallingup	70.50
	17 Oct 05	Flutes Restaurant	16.00
	17 Oct 05	Flutes Restaurant	174.00
20 Nov 05	24 Oct 05	Dekk Restaurant and Bar	85.00
	08 Nov 05	Dekk Restaurant and Bar	80.00
20 Dec 05	24 Nov 05	Dekk Restaurant and Bar	135.00
	27 Nov 05	Doyles Seafood Restaurant	80.00
	30 Nov 05	Medina Highgate Executive Apartments	9.00
TOTAL:			6,225.00

TOTAL DINING AND ENTERTAINMENT EXPENDITURE ON RESPONDENT'S CREDIT CARDS WHILE TRAVELLING OUTSIDE MELBOURNE FROM 2002 TO NOVEMBER 2005:	\$14,791.18
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ANNEXURE G – DINING AND ENTERTAINMENT EXPENDITURE ON RESPONDENT'S CREDIT CARDS WHILE TRAVELLING OUTSIDE NSW BETWEEN DECEMBER 2005 AND 2007

2005

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Dec 05	06 Dec 05	Café D'Orsay	750.00
TOTAL:			750.00

2006

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Jan 06	09 Jan 06	Radisson Hotel on Flagstaff	135.80
	18 Jan 06	Blue Train Café	106.40
	19 Jan 06	Langham Hotel Melbourne	71.70
20 Feb 06	25 Jan 06	Langham Hotel Melbourne	130.55
	25 Jan 06	Langham Hotel Melbourne	19.00
	01 Feb 06	Hotel Grand Chancellor	70.87
	08 Feb 06	Sofitel Reef Casino	46.75
	15 Feb 06	Bistro 1 - Little Collins Street	190.00
20 Mar 06	07 Mar 06	Rathdowne St Food Store Carlton	250.00
	08 Mar 06	Quay West Suites Melbourne	105.35
	17 Mar 06	Pacific International Suites, Melbourne	94.27
20 Apr 06	30 Mar 06	Quay West Suites, Melbourne	59.45
	06 Apr 06	Quay West Suites	94.70
	13 Apr 06	Pacific International Suites Melbourne	11.50
20 May 06	21 Apr 06	Grand Hyatt on Collins	124.60
	25 Apr 06	Red Rock Leisure Hotels Pty Ltd	45.00
	26 Apr 06	The Rathdowne Street Food	190.00
	28 Apr 06	Langham Hotel Melbourne	486.15
	15 May 06	Langton's Restaurant	430.00
	17 May 06	Pacific International Suites Melbourne	85.07
20 Jun 06	30 May 06	Sofitel Reef Casino	45.50
	09 Jun 06	Pacific International Suites Melbourne	92.56
27 Jun 06	30 May 06	Waterbar and Grill Cairns Qld	230.00
20 Jul 06	21 Jun 06	La Tratoria Restaurant	500.00

Statement Date	Transaction Date	Vendor	Amount (\$)
	22 Jun 06	Hyatt Regency, Adelaide	26.00
	22 Jun 06	Hyatt Regency, Adelaide	70.00
	22 Jun 06	Hyatt Regency, Adelaide	171.00
	12 Jul 06	Stamford Plaza, Melbourne	275.30
20 Aug 06	27 Jul 06	Pacific International Suite, Melbourne	60.50
	08 Aug 06	Pacific International Suites Melbourne	44.56
	08 Aug 06	Pacific International Suites Melbourne	13.00
25 Aug 06	27 Jul 06	Murmur Bar	215.00
20 Sep 06	28 Aug 06	The Rathdowne Street Food Store	315.00
	29 Aug 06	Grand Hyatt on Collins	384.00
	05 Sep 06	Kingsleys Steak & Crabhouse	35.00
	07 Sep 06	Hilton Melbourne Airport	50.00
20 Oct 06	27 Sep 06	Pacific International Suites Melbourne	53.40
	27 Sep 06	Pacific International Suites Melbourne	71.00
	04 Oct 06	Borsari Ristorante, Carlton	500.00
	05 Oct 06	Crown Promenade	151.98
	19 Oct 06	Pacific International Suites, Melbourne	31.35
20 Nov 06	24 Oct 06	Crown Entertainment Complex	30.30
	25 Oct 06	Crown Entertainment Complex	32.50
	25 Oct 06	Crown Entertainment Complex	66.00
	02 Nov 06	The Rathdowne Street Food	240.00
	03 Nov 06	Crown Promenade	41.45
	14 Nov 06	Royce on St Kilda Road	139.59
20 Dec 06	04 Dec 06	European/The Melb Supper	960.00
	05 Dec 06	European/The Melb Supper	100.00
	14 Dec 06	Portland Hotel	125.00
	15 Dec 06	Pacific International Suites, Melbourne	30.90
TOTAL:			7,848.05

2007

Statement Date	Transaction Date	Vendor	Amount (\$)
24 Jan 07	12 Jan 07	La Notte Restaurant, Carlton	90.00
20 Feb 07	31 Jan 07	Courgette Restaurant	700.00
	12 Feb 07	The Tandoor House - Kingston ACT	26.70
	13 Feb 07	Griffin Hotel, Canberra	240.00
	15 Feb 07	Hotel Lincoln, Carlton	1,200.00
	15 Feb 07	The Meat and Wine Co (Melb) Pty Ltd	600.00

Statement Date	Transaction Date	Vendor	Amount (\$)
20 Mar 07	05 Mar 07	Richmond Hotel - Adelaide	36.70
	06 Mar 07	Pacific International Suites, Adelaide	20.50
	06 Mar 07	Pacific International Suites, Adelaide	44.00
	11 Mar 07	Leuven, Wellington	78.61
	11 Mar 07	Leuven, Wellington	21.41
	12 Mar 07	Novotel Capital, Wellington	71.46
20 Apr 07	21 Mar 07	2 Fish Restaurant, Cairns	135.00
	22 Mar 07	Radisson Plaza Hotel, Cairns	83.05
	11 Apr 07	Pacific International, Melbourne	45.90
	16 Apr 07	Grand Hyatt on Collins	73.00
	19 Apr 07	Café Bluestone	24.60
20 May 07	02 May 07	Borsari Ristorante, Carlton	175.90
	07 May 07	Verve Café Bar	450.00
	10 May 07	University House, Acton ACT	27.00
	18 May 07	Medina Grand Adelaide Treasury	26.40
20 Aug 07	04 Aug 07	Brisbane Marriott Hotel	74.49
20 Sep 07	23 Aug 07	The Westin, Melbourne	120.65
	23 Aug 07	Crown Entertainment Complex	300.00
20 Oct 07	09 Oct 07	Pacific International Suites, Melbourne	84.35
TOTAL:			4,749.72

TOTAL DINING AND ENTERTAINMENT EXPENDITURE ON RESPONDENT'S CREDIT CARDS WHILE TRAVELLING OUTSIDE NSW BETWEEN DECEMBER 2005 AND 2007:	\$13,347.77
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ANNEXURE H – FLIGHTS, VALET PARKING AND ACCOMMODATION EXPENDITURE BY RESPONDENT FOR TRAVEL TO MELBOURNE BETWEEN DECEMBER 2005 AND 2007

Date of expense	Nature of Expense	Amount (\$)
3 January 2006	Flight from Sydney to Melbourne on 8 January 2006	280.62
3 January 2006	Accommodation at the Radisson Hotel on Flagstaff Melbourne on 8 January 2006	192.85
9 January 2006	Extras incurred during stay at the Radisson Hotel on Flagstaff Melbourne on 8 January 2006.	135.80
11 January 2006	Flight from Sydney to Melbourne on 18 January 2006	308.41
19 January 2006	Accommodation at the Langham Hotel in Melbourne on 18 January 2006	269.00
19 January 2006	Extras incurred during stay at the Langham Hotel on 18 January 2006	71.70
19 January 2006	Valet Parking at Sydney Airport	142.00
20 January 2006	Flight from Sydney to Melbourne on 24 January 2006	573.51
20 January 2006	Accommodation at the Langham Hotel on 24 January 2006	184.85
24 January 2006	Valet Parking at Sydney Airport	92.00
25 January 2006	Extras incurred at the Langham Hotel Melbourne	130.55
25 January 2006	Extras incurred at the Langham Hotel in Melbourne	19.00
9 February 2006	Flight from Sydney to Melbourne on 14 February 2006 for Christa Thomson	422.81
9 February 2006	Flight from Sydney to Canberra on 14 February 2006	127.60
9 February 2006	Flight from Canberra to Melbourne on 15 February 2006	270.04
9 February 2006	Flight from Melbourne to Sydney on 16 February 2006	311.15
9 February 2006	Accommodation at the Westin Hotel Melbourne on 14 and 15 February 2006	673.85
15 February 2006	Accommodation at Crowne Plaza Canberra on 14 February 2006	302.39
16 February 2006	Extras incurred during stay at the Westin by Mr and Ms Thomson on 14 and 15 February 2006	253.05
16 February 2006	Valet Parking Sydney Airport	179.00
18 February 2006	Flight from Sydney to Melbourne on 21 February 2006	693.41
21 February 2006	Valet Parking at Sydney Airport	55.00
2 March 2006	Flight from Sydney to Melbourne on 6 March 2006	396.41
2 March 2006	2 nights accommodation at Quay West Suites Melbourne on 6 and 7 March 2006	551.85
8 March 2006	Extras incurred during stay at Quay West Suites Melbourne on 6 and 7 March 2006	105.35
7 March 2006	Valet Parking Sydney Airport	129.00

Date of expense	Nature of Expense	Amount (\$)
9 March 2006	Flight from Sydney to Melbourne on 16 March 2006	693.41
9 March 2006	Accommodation at Pacific International Suites Melbourne on 16 March 2006	253.85
17 March 2006	Extras incurred during stay at Pacific International Suites Melbourne during stay on 16 March 2006	94.27
16 March 2006	Valet Parking Sydney	92.00
27 March 2006	Flight from Sydney to Melbourne on 29 March 2006	536.11
27 March 2006	Accommodation at Quay West Suites Melbourne on 29 March 2006	232.85
30 March 2006	Extras included at Quay West Suites Melbourne during stay on 29 March 2006 for in-house movies (\$19.95) and mini bar expenses (\$39.50)	59.45
30 March 2006	Valet Parking Sydney Airport	142.00
27 March 2006	Flight from Sydney to Melbourne on 3 April 2006 (changed to 5 April 2006)	767.11
27 March 2006	Accommodation at Quay West Suites on 5 April 2006	212.85
6 April 2006	Extras incurred during stay at Quay West Suites on 5 April 2006	94.70
5 April 2006	Valet Parking at Sydney Airport	92.00
7 April 2006	Flight from Sydney to Brisbane on 12 April 2006	397.34
7 April 2006	Flight from Brisbane to Melbourne on 12 April 2006	239.97
7 April 2006	Flight from Melbourne to Sydney on 13 April 2006	172.55
7 April 2006	Accommodation at the Pacific International Suites Melbourne on 12 April 2006	173.85
12 April 2006	Valet Parking Sydney Airport	92.00
13 April 2006	Flight from Melbourne to Sydney on 13 April 2006	264.95
13 April 2006	Extras in relation to stay at the Pacific International Suites Melbourne on 12 April 2006	11.50
7 April 2006	Flight from Sydney to Melbourne on 21 April 2006 (changed to 20 April 2006)	494.26
20 April 2006	Accommodation at Grand Hyatt Melbourne on 20 April 2006	202.85
21 April 2006	Extras in relation to stay at the Grand Hyatt on Collins on 20 April 2006	124.60
20 April 2006	Valet Parking Sydney Airport	92.00
28 April 2006	Flight from Sydney to Melbourne on 20 April 2006	235.40
7 April 2006	Accommodation at Langham Hotel Melbourne on 26 and 27 April 2007	473.85
7 April 2006	Flight from Sydney to Melbourne on 26 April for Mr and Ms Thomson	561.82
28 April 2006	Extra night's accommodation and extras for stay Langham Hotel Melbourne on 26 and 27 April 2006	731.15
27 April 2006	Valet Parking Sydney Airport	166.00

Date of expense	Nature of Expense	Amount (\$)
10 May 2006	Flight from Sydney to Melbourne on 14 May 2006	596.87
10 May 2006	Accommodation at the Pacific International Suites Melbourne from 14 May to 16 May 2006	753.85
17 May 2006	Extras incurred at Pacific International Suites Melbourne from 14 May to 16 May 2006	85.07
16 May 2006	Valet Parking Sydney	166.00
5 June 2006	Flight from Sydney to Melbourne on 6 June 2006	719.97
5 June 2006	Accommodation at Pacific International Suites Melbourne 6 June 2006	393.85
9 June 2006	Extras incurred during stay at Pacific International Suites Melbourne on 6 and extra night's accommodation on 7 June 2006	265.56
8 June 2006	Valet Parking Sydney Airport	179.00
9 June 2007	Valet Parking Sydney Airport	37.00
3 July 2006	Flight from Sydney to Melbourne on 10 July 2006	524.26
3 July 2006	Accommodation at Stamford Plaza Melbourne on 10 and 11 July 2006	443.85
12 July 2006	Extras incurred during stay at Stamford Plaza Melbourne on 10 and 11 July 2006	253.30
11 July 2006	Valet Parking Sydney Airport	129.00
19 July 2006	Flight from Sydney to Melbourne on 26 July 2006	326.38
19 July 2006	Accommodation at Pacific International Suites Melbourne on 26 July 2006	176.85
27 July 2006	Extras incurred during stay at Pacific International Suites Melbourne on 26 July 2006	60.50
26 July 2006	Valet Parking Sydney Airport	92.00
4 August 2006	Flight from Sydney to Melbourne on 6 August 2006	331.43
4 August 2006	Accommodation at Pacific International Suites on 6 and 7 August 2006	461.85
8 August 2006	Extras incurred during stay at Pacific International Suites Melbourne on 6 and 7 August 2006	57.56
8 August 2006	Valet Parking Sydney Airport	179.00
13 August 2006	Flight from Sydney to Melbourne for Christa Thomson on 27 August 2006 returning on 29 August 2006	548.82
13 August 2006	Accommodation at the Hyatt on Collins on 27 and 28 August 2006	483.82
29 August 2006	Extras incurred during stay at Hyatt on Collins on 27 and 28 August 2006	384.00
25 September 2006	Flight from Sydney to Melbourne on 26 September 2006	792.13
25 September 2006	Accommodation at Pacific International Suites Melbourne on 26 September 2006	195.00
27 September 2006	Extras incurred during stay at Pacific International Suites Melbourne on 26 September 2006	124.40

Date of expense	Nature of Expense	Amount (\$)
27 September 2006	Valet Parking Sydney Airport	142.00
28 September 2006	Flight from Sydney to Melbourne on 2 October 2006	274.41
28 September 2006	Accommodation at Crown Promenade for three nights from 2 to 4 October 2006	652.15
5 October 2006	Extras incurred during stay at Crown Promenade for three nights from 2 to 4 October 2006	151.98
4 October 2006	Valet Parking Sydney Airport	166.00
17 October 2006	Flight from Sydney to Melbourne on 18 October 2006	824.41
17 October 2006	Accommodation at Pacific International Suites Melbourne on 18 October 2006	172.15
19 October 2006	Extras incurred during stay at Pacific International Suites Melbourne on 18 October 2006	31.35
18 October 2006	Valet Parking Sydney Airport	92.00
25 October 2006	Accommodation at Crown Promenade Melbourne on for two nights on 23 and 24 October 2006 and extras incurred during stay	570.74
23 October 2006	Valet Parking Sydney Airport	92.00
25 October 2006	Valet Parking Sydney Airport	37.00
26 October 2006	Flight from Sydney to Canberra on 2 November 2006	540.39
8 November 2006	Flight from Sydney - Canberra - Melbourne on 2 November 2006	540.39
31 October 2006	Accommodation in Melbourne on 2 November 2006	220.00
3 November 2006	Extras incurred during stay at Crown Promenade Melbourne on 2 November 2006	41.45
31 October 2006	Valet Parking Sydney Airport	100.00
12 November 2006	Flight from Sydney to Melbourne on 13 November 2006	824.41
12 November 2006	Accommodation at Royce on St Kilda Road Melbourne on 13 November 2006	202.15
14 November 2006	Extras incurred during stay at Royce on St Kilda Road Melbourne on 13 November 2006	139.59
13 November 2006	Valet Parking Sydney Airport	100.00
28 November 2006	Flight from Sydney to Melbourne on 4 December 2006	254.41
28 November 2006	Accommodation in Melbourne on 4 December 2006	275.00
5 December 2006	Valet Parking Sydney Airport	142.00
12 December 2006	Flight from Sydney to Melbourne on 14 December 2006	824.41
12 December 2006	Accommodation at Pacific International Suites in Melbourne on 14 December 2006	182.15
15 December 2006	Extras incurred during stay at Pacific International Melbourne on 14 December 2006	30.90
15 December 2006	Valet Parking Sydney Airport	150.00
3 January 2007	Flight from Sydney to Hobart on 11 January 2007	151.00
3 January 2007	Flight from Hobart to Melbourne on 11 January 2007	199.40

Date of expense	Nature of Expense	Amount (\$)
3 January 2007	Flight from Melbourne to Sydney on 12 January 2007	174.37
4 January 2007	Flight from Sydney to Melbourne on 11 January 2007	225.00
4 January 2006	Flight for Christa Thomson from Sydney to Melbourne on 11 January 2007	283.39
4 January 2007	Accommodation in Melbourne on 11 January 2007	154.00
12 January 2007	Valet Parking Sydney Airport	75.00
4 February 2007	Flights from Sydney to Melbourne and Melbourne to Canberra on 7 February 2007	780.65
7 February 2007	Accommodation at the Pacific International Suites Melbourne on 6 February 2007 and extras incurred during stay	323.37
8 February 2007	Accommodation at the Hyatt Hotel Canberra on 7 February 2007 and extras incurred during stay	598.85
7 February 2007	Valet Parking Sydney Airport	142.00
9 February 2007	Flights for Mr and Ms Thomson from Sydney to Melbourne on 14 February 2007 and return	1,038.78
16 February 2007	Accommodation for two nights on 14 and 15 February 2007 at the Grand Hyatt Hotel on Collins and extras incurred during stay	880.00
15 February 2007	Valet Parking Sydney Airport	142.00
26 February 2007	Flight from Sydney to Melbourne on 28 February 2007 (changed to 27 February 2007)	814.40
27 February 2007	Accommodation on 27 February 2007	215.00
27 February 2007	Valet Parking Sydney Airport	100.00
10 April 2007	Flight from Sydney to Melbourne on 10 April 2007	379.38
10 April 2007	Accommodation at the Pacific International Suites Melbourne on 10 April 2007	144.00
11 April 2007	Extras incurred during stay at the Pacific International Suites Melbourne on 10 April 2007	45.90
10 April 2007	Valet Parking Sydney Airport	100.00
15 April 2007	Flight from Sydney to Melbourne on 15 April 2007	814.40
15 April 2007	Accommodation at the Grand Hyatt on Collins on 15 April 2007	260.00
16 April 2007	Extras incurred during stay at the Grand Hyatt on Collins on 15 April 2007	73.00
15 April 2007	Valet Parking Sydney Airport	100.00
30 April 2007	Flight from Sydney to Melbourne on 2 May 2007	324.39
3 May 2007	Accommodation at the Pacific International Suites Melbourne on 2 May 2007	242.40
3 May 2007	Valet Parking Sydney Airport	150.00
22 May 2007	Flight from Sydney to Melbourne on 23 May 2007	744.39
24 May 2007	Accommodation at the Pacific International Suites Melbourne on 23 May 2007	292.93

Date of expense	Nature of Expense	Amount (\$)
23 May 2007	Valet Parking Sydney Airport	100.00
2 August 2007	Flights for Mr and Ms Thomson from Sydney to Melbourne on 21 August 2007	696.78
2 August 2007	Accommodation at the Westin on 21 and 22 August 2007	615.00
23 August 2007	Extras incurred during stay at the Westin on 21 and 22 August 2007	120.65
23 August 2007	Valet Parking Sydney Airport	192.00
26 September 2007	Flight from Sydney to Melbourne on 8 October 2007	278.40
8 October 2007	Accommodation at Pacific International Suites Melbourne on 8 October 2007	164.00
9 October 2007	Extras incurred during stay at Pacific International Suites Melbourne on 8 October 2007	84.35
9 October 2007	Valet Parking Sydney Airport	150.00
TOTAL:		43,479.83

**ANNEXURE I – ACCOMMODATION EXPENDITURE FOR TRAVEL TO SYDNEY BETWEEN
DECEMBER 2005 AND 2007**

Date of expense	Nature of Expense	Amount (\$)
18 February 2006	1 or 2 nights accommodation at the Radisson Hotel Sydney on 19 and 20 February 2006	402.45
11 May 2006	Accommodation at Star City Hotel Sydney for two people on 18 May 2006 including buffet, breakfast for 2, restaurant voucher and car park	251.85
19 May 2006	Extras incurred during stay at Star City Hotel Sydney on 18 May 2006	54.50
29 June 2006	Accommodation and extras at the Radisson Plaza Hotel Sydney on 28 June 2006	412.45
1 August 2006	Accommodation at the Shangri - La Hotel Sydney on 31 July 2006 and extras incurred during that stay	363.00
6 September 2006	Accommodation at Radisson Hotel Sydney on 7 September 2006	271.85
7 September 2006	Extras incurred during stay at Radisson Hotel Sydney on 7 September 2006	79.10
6 September 2006	Accommodation at Shangri - La on 9 September 2006	278.85
10 September 2006	Extras incurred during stay at Shangri – La Hotel Sydney on 9 September 2006	69.50
19 September 2006	Accommodation at the Shangri - La Hotel Sydney on 18 September 2006	620.90
19 September 2006	Accommodation in either Canberra or Sydney on 20 September 2006	230.00
16 September	Accommodation at the Swissotel Sydney on 21 September 2006	230.00
22 September 2006	Extras incurred during stay at the Swissotel Sydney on 21 September 2006	252.55
20 November 2006	Accommodation at Shangri - La Hotel on 20 November 2006	327.15
21 November 2006	Extras incurred during stay at Shangri – La Sydney on 20 November 2006	94.50
2 December 2006	Accommodation at Sheraton on the Park Sydney on 2 December 2006	351.30
8 December 2006	Accommodation at the Hilton International Sydney on 8 December 2006	415.00
9 December 2006	Extras incurred during stay at Hilton International Sydney on 8 December 2006	186.25
4 January 2007	Accommodation at the Swissotel Sydney on 10 January 2007	225.00
11 January 2007	Extras incurred during stay at Swissotel Sydney on 10 January 2007	186.45

Date of expense	Nature of Expense	Amount (\$)
18 March 2007	Accommodation at Quay West Sydney on 20 March 2007	290.00
21 March 2007	Extras incurred during stay at Quay West Sydney on 20 March 2007	59.40
26 March 2007	Accommodation at Radisson Plaza Hotel Sydney on 27 March 2007	255.00
28 March 2007	Extras incurred during stay at Radisson Plaza Hotel Sydney on 27 March 2007	88.45
29 March 2007	Accommodation at the Swissotel Sydney on 28 March 2007	366.65
20 April 2007	Accommodation at the Shangri - La Hotel Sydney between 26 and 28 April 2007	986.00
29 April 2007	Accommodation at Shangri - La Hotel on 29 April 2007	553.15
29 April 2007	Shangri - La Hotel	13.00
30 April 2007	Accommodation at Shangri - La Hotel on 29 April 2007	571.45
13 June 2007	Accommodation at Radisson Plaza Hotel in Sydney on 13 June 2007	444.90
13 June 2007	Accommodation at Radisson Plaza Hotel on 18 June 2007	493.00
19 June 2006	Extras incurred in relation to Accommodation at Radisson Plaza Hotel on 18 June 2007	93.45
14 August 2007	Accommodation at the Fraser Suites Sydney on 15 August 2007	212.00
16 August 2007	Extras incurred during stay at Fraser Suites Sydney on 15 August 2007	47.50
12 September 2007	Accommodation at Four Seasons Hotel Sydney on 13 September 2007	355.00
14 September 2007	Extras incurred during stay at Four Seasons Hotel Sydney on 13 September 2007	100.00
20 September 2007	Accommodation at the Swissotel on 19 September 2007	443.40
27 November 2007	Accommodation at the Swissotel Sydney on 7 December 2007	240.00
8 December 2007	Extras incurred during stay at Swissotel Sydney on 7 December 2007	99.90
TOTAL:		11,014.90