



CITY COMMUNITY SERVICES AND CULTURE COMMITTEE

Agenda and Reports

for the meeting on

Tuesday, 4 March 2025

at 6.30 pm

in the Colonel Light Room, Adelaide Town Hall

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Our Adelaide.
Bold.
Aspirational.
Innovative.

CITY COMMUNITY SERVICES AND CULTURE COMMITTEE
Meeting Agenda, Tuesday, 4 March 2025, at 6.30 pm

Members – The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith

Councillor Giles (Chair)

Councillor Snape (Deputy Chair)

Deputy Lord Mayor, Councillor Elliott and Councillors Abrahamzadeh, Couros, Davis,
Hou, Li, Martin, Noon and Dr Siebentritt

Agenda

Item		Pages
1.	Acknowledgement of Country At the opening of the City Community Services and Culture Committee meeting, the Chair will state: ‘Council acknowledges that we are meeting on traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today. And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’	
2.	Apologies and Leave of Absence Nil	
3.	Confirmation of Minutes - 4/2/2025 That the Minutes of the meeting of the City Community Services and Culture Committee held on 4 February 2025, be taken as read and be confirmed as an accurate record of proceedings. View public 4 February 2025 Minutes .	
4.	Declaration of Conflict of Interest	
5.	Deputations	
6.	Workshops Nil	
7.	Reports for Recommendation to Council	
7.1	Draft Christmas in the City Action Plan 2025-2028	3 - 20
7.2	Gladys Elphick Park / Narnungga (Park 25) – Sports Ground Lighting Upgrades	21 - 58
7.3	Golden Wattle Park / Mirnu Wirra (Park 21 West) - Draft Lease Agreement	59 - 95
8.	Reports for Noting Nil	
9.	Closure	

Draft Christmas in the City Action Plan 2025-2028

Strategic Alignment - Our Community

Public

Tuesday, 4 March 2025

City Community Services and Culture Committee

Program Contact:

Jennifer Kalionis, Associate Director City Culture

Approving Officer:

Jo Podoliak, Director City Community

EXECUTIVE SUMMARY

The purpose of this report is to seek approval of a new draft Christmas in the City Action Plan 2025-2028 (**Attachment A**) for the purposes of public consultation.

Christmas in the City is one of Adelaide's most anticipated annual highlights encompassing significant civic, traditional and cultural celebrations for communities in Adelaide and in Capital Cities globally.

Christmas 2024 was the final year of delivery of the Christmas Festival Action Plan 2021-2024.

On 14 May 2024, Council approved the development of a new four-year Christmas in the City Action Plan in collaboration with our delivery partners including the Adelaide Economic Development Agency (AEDA) and the Adelaide Central Market Authority (ACMA).

Public consultation was undertaken in September 2024, the findings of which informed the development of the Plan's five focus areas; Bold, impactful and traditional decorations; major drawcard events to promote attraction; showcase Adelaide's unique heritage and cultural icons; a global Christmas through welcoming and supporting community-led celebrations; and thriving local precincts through festive business and sustainability initiatives.

On 12 November 2024 Council approved the principles and themes that underpin the proposed draft plan.

Should the Council approve the draft Christmas in the City Action Plan 2025-2028 (**Attachment A**) for final public consultation, this will occur in March 2025 and the Plan will be presented to Council for approval in May 2025 and Christmas 2025 will be the first year of delivery under the new plan.

RECOMMENDATION

The following recommendation will be presented to Council on 11 March 2025 for consideration

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. Approves the draft Christmas in the City Action Plan 2025-2028 as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 March 2025, for the purposes of public consultation.
2. Notes the Christmas in the City Action Plan 2025-2028 will replace the Christmas Festival Plan 2021-2024.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community <i>Create fun, lively and interesting experiences</i> The draft Christmas in the City Action Plan 2025-2028 (the draft Plan), through engagement with and benefits to city businesses, also delivers on the theme of Our Economy, aligned with the outcome: <i>Adelaide's unique experiences and opportunities attract visitors to our City</i>
Policy	The proposed draft Plan will deliver on the City of Adelaide's Economic Development Strategy, which includes a priority to: 'Enable events and experiences of every size and scale' The Christmas in the City Action Plan will align with Council's Cultural Policy (in development) as a key cultural celebration on the city community calendar.
Consultation	To inform the development of a new plan, community consultation through Our Adelaide was undertaken from 9 - 27 September 2024, with 282 contributions. There were 1,580 visits to the Our Adelaide page. The Christmas in the City Community Engagement Summary Report 2024 can be found at Link 1. Themes have been drawn from this to inform the development of the draft Plan. Consultation on the draft plan is proposed to occur in March 2025.
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	The draft Plan provides opportunities to respond directly to community feedback and Council ambitions for Christmas in the city. It enables a refreshed approach and a renewed approach for maintaining the city's status as the premier location for Christmas activity.
24/25 Budget Allocation	The new Christmas in the City Action Plan will be funded annually through Council's Business Plan and Budget. The total 2024/2025 expenditure allocated to Christmas activities across the CoA, AEDA and ACMA is \$2.103M which includes: • CoA Operational Budget \$529,130 • Rundle Mall \$900,000 – funding provided by the Rundle Mall Separate Rate (including Black Friday and Boxing Day activity) • Adelaide Central Market \$70,000 • Capital (New and Upgrade) \$188,174 • Christmas tree installation, repair, maintenance and removal \$206,287 • AEDA Events and Festivals Sponsorship to the Christmas Pageant and Carols by Candlelight of \$150,000 • Office of the Lord Mayor Christmas Budget \$59,550
Proposed 25/26 Budget Allocation	Budget allocation for Christmas 2025 will be considered as part of Council's 2025/2026 Business Plan and Budget process.
Life of Project, Service, Initiative or (Expectancy of) Asset	The new Christmas in the City Action Plan will direct the planning and delivery of Christmas seasons for the next four years.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report

Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. The 2024 Christmas season was the final delivery year under the current City of Adelaide (CoA) Christmas Festival Action Plan 2021-2024 and the commencement of the development of a new Plan.
2. The Christmas Festival Action Plan 2021-2024 was written in a post-COVID recovery environment and included financial incentives for small businesses and artists to participate in and lead Christmas activities. However, these incentives were not part of the 2024/2025 Annual Business Plan and Budget.
3. On 14 May 2024, Council approved the development of a draft four-year Christmas in the City Action Plan as a 'whole of organisation' approach to Christmas planning, including the subsidiaries, the Adelaide Economic Development Agency (AEDA), which manages the Rundle Mall precinct, and the Adelaide Central Market Authority (ACMA).
4. Christmas 2024 saw Rundle Mall's highest spending on record, and the average city-wide visitor count for the 12 days of Christmas (13-24 December) was 431,894 daily visitors to Adelaide.
5. On 12 November 2024, Council approved the principles and themes that have formed part of the draft Plan contained in **Attachment A**.
6. The CoA leads the city-wide planning and integration of Christmas for the whole organisation, including the subsidiaries. This includes:
 - 6.1. Delivery of the Christmas experience to city users in key locations such as Victoria Square/Tarntanyangga, North Terrace, city squares and main streets in the CBD and North Adelaide
 - 6.2. City-wide decorations purchases, installation and renewal, including:
 - 6.2.1. The Giant Christmas Tree which is due for renewal and currently proposed for installation for Christmas 2026 (subject to procurement and project timeline)
 - 6.2.2. A suite of city-wide decorations including present boxes, light baubles, giant stars, thrones, wreaths, garlands, garden bed baubles and pillars of approximately \$250,000 in value
 - 6.2.3. A set of new gold and red bow decorations for the Giant Christmas Tree, new for Christmas 2024
 - 6.2.4. Fifty-one traditional Light Bauble Motifs, new for Christmas 2024.
 - 6.3. Delivery of community activities and events that sit outside Rundle Mall and the Adelaide Central Market (the Market)
 - 6.4. Facilitation of land use and road closures for Christmas events. Each year, the planning and distribution of these experiences is based on careful assessment to maximise geographic spread and impact, aligned with available financial and human resources.
7. AEDA leads a marketing campaign to attract visitors to Adelaide during the festive season including the important retail event 'Black Friday'. AEDA has also financially supported the Christmas Pageant and the Carols by Candlelight events. In 2024/25 this occurred through the Events and Festivals Sponsorship Program.
8. Rundle Mall, activated by AEDA, delivers a two-month-long calendar of decorations and activations, funded through the Rundle Mall trader levy. The primary purpose of these activities is to welcome and attract shoppers to the precinct in support of the traders.
9. The Adelaide Central Market Authority (ACMA) has a remit to support the traders within the Market. Through trader levies they deliver promotions, decorations and activations to the value of approximately \$70,000, with a focus on the unique and iconic offerings of food and produce within the Market. ACMA is planning to

revitalise the decorations in the Market in 2025. The Market precinct also benefits from the visitation and interest in the heritage and iconic Giant Santa on Federal Hall.

Development of the proposed Christmas in the City Action Plan 2025-2028

10. The following five Focus Areas have been developed in response to Council and community feedback through public consultation which was undertaken in September 2024:
 - 10.1. Focus Area 1 - Bold, Impactful and Traditional Christmas Decorations: The city and North Adelaide are transformed during the festive season with high impact decorations on the entrances to the city and on main streets.
 - 10.2. Focus Area 2 - Major Drawcard Events to Promote Attraction and Ensure the City is the heart of Christmas in South Australia: Visitors choose the city to celebrate South Australian traditional Christmas events.
 - 10.3. Focus Area 3 - Showcase Adelaide's unique Christmas Heritage and Cultural Icons: The CoA has a proud heritage of unique Christmas icons, traditions and heritage locations that can be showcased and celebrated.
 - 10.4. Focus Area 4 - A Global Christmas through welcoming and supporting community-led celebrations: Christmas in Adelaide is welcoming, diverse, and localised, embracing and showcasing the global and multicultural nature of Christmas celebrations and traditions.
 - 10.5. Focus Area 5 – Thriving Local Precincts through festive business and sustainability initiatives: The CoA supports local business to benefit from the festive season, local places will be bustling as destinations for celebration and businesses will be encouraged to promote sustainable consumption.

What is different about the Christmas in the City Action Plan 2025-2028?

11. The new plan is bold and proud of Adelaide's unique Christmas icons and traditions and seeks to maximise the benefits of leveraging our unique heritage.
12. The plan responds the Christmas in the City – Our Adelaide community consultation [\[Link 1\]](#) which provided strong direction for Council to invest in:
 - 12.1. bold centralised lighting displays
 - 12.2. high impact decorations, and
 - 12.3. markets and events.
13. The new plan will deliver a new look and feel for Christmas in the city. The former 'Christmas Festival' will be replaced by a new brand for 'Christmas in the City'.
14. Rundle Mall is undertaking a strategy which will encompass a detailed two-year plan for retail marketing and activation in the Precinct. This will include reference to a new creative suite which can be integrated through a city-wide new creative asset suite.
15. A new evaluation framework will be set up, commencing from Christmas 2025 and will include new questions for community feedback annually to enable a consistent 'pulse check' and opportunity for iterative and continuous improvement.

What challenges do we face in delivering on community expectations?

16. The draft Plan is ambitious, and delivery must consider and address financial and other challenges which may include:
 - 16.1. Each new decoration acquired comes with maintenance, installation and removal operating costs; more decorative assets lead to higher operating costs year on year.
 - 16.2. Ground-based decorations are often damaged, and the location of decorations is dictated by a need to mitigate this risk. For example, new decorations may need to be installed at height or in secure areas.
 - 16.3. Engaging diverse communities well and in ways that lead to increased participation.
 - 16.4. Continuing to attract visitors to the city for Christmas in an environment where there are multiple other entertainment and shopping options outside of the city, and increased costs of living continuing to impact visitor choices.

Next steps:

17. The draft Plan will be made available for public feedback in March 2025. The following timeline outlines where we are in the process:



18. The final document is proposed to be presented to Council for endorsement in May 2025.
19. Should Council approve the draft Plan in May, Christmas 2025 will be the first year of delivery under the new plan, for four seasons, up to and including Christmas 2028.

DATA AND SUPPORTING INFORMATION

Link 1 - Christmas in the City – Our Adelaide community consultation

ATTACHMENTS

Attachment A – Draft Christmas in the City Action Plan 2025-2028

- END OF REPORT -

DRAFT Christmas in the City - Action Plan 2025-2028

Acknowledgements (TBC)

Introduction (Draft for revision)

Christmas in the City is one of Adelaide's most anticipated and treasured annual cultural celebrations. Christmas 2024 saw the highest spending on record for Rundle Mall and the average city-wide visitor count for the 12 days of Christmas (13-24 December) was 431,894 daily visitors to Adelaide. The Christmas in the City Action Plan 2025-2028 reflects Council and community pride in Adelaide's unique Christmas icons and traditions and seeks to maximise the benefits of leveraging our unique heritage for the following four years. We have a bold ambition to highlight the unique history, traditions and experiences of a Christmas in Adelaide, telling stories and setting us apart from other cities. Built on community engagement conducted in September 2024, this plan delivers on clear themes and directions identified, including keeping and celebrating Adelaide's Christmas traditions, more markets, more lights, community and shopping events. A key feature of this plan is a new Giant Christmas Tree, proposed for installation for Christmas 2026.

There are some new and exciting bold additions including a rollout of streetlight motifs in the city and North Adelaide. Council remains committed to supporting South Australia's premier Christmas events such as the highly anticipated annual Christmas Pageant. Iconic destinations Rundle Mall, Adelaide Central Market and Victoria Square/Tarntanyangga remain a focus for investment and activity to continue to deliver record visitation and spending as a result of high-quality events, markets, daily activation and campaigns, immersive experiences and decorations. In addition, the plan enables local precincts to enhance their visitor experience during the season and facilitate local community-led celebrations. The plan contributes to our designation as a UNESCO City of Music and global creative city through supporting artists, makers, event producers and the community during the festive season. The plan will acknowledge, leverage, support and embrace the strength of our multicultural city and the depth of cultural celebration during the festive season. The City of Adelaide will focus on building relationships with key cultural organisations such as the State Library of South Australia, to create Christmas destinations across the city. Each year there will be a strong marketing campaign with the City of Adelaide, Rundle Mall and the Adelaide Central Market sharing themes and highlighting daily things to see and do.

The new Plan has five Focus Areas:

- Focus Area 1 - Bold, Impactful and Traditional Christmas
- Focus Area 2 - Major Drawcard Events to Promote Attraction and Ensure the City is the heart of Christmas in South Australia
- Focus Area 3 - Showcase Adelaide's Unique Christmas Heritage and Cultural Icons
- Focus Area 4 - A Global Christmas Through Welcoming and Supporting Community-Led Celebrations
- Focus Area 5 - Thriving Local Precincts Through Festive Business and Sustainability Initiatives.

This ambitious plan builds year on year from Christmas 2025 up to and including Christmas 2028 and will not achieve everything in year one as the infrastructure projects are delivered through the life of the plan. A new evaluation framework will ensure we track community sentiment about how Christmas feels in the city, and where we need to improve, through a range of measures including annual surveying of city visitors. Funding will be sought annually through Council's Annual Business Plan and Budget and integrated planning across the City of Adelaide and subsidiaries, for each year of the plan.

This plan aims to ensure that our community feel that the city is truly magical at Christmas time.

Roles of Council and the Subsidiaries

The Council's Roles and Responsibilities reflect its responsibilities to its local communities and its leadership role as the Capital City Council for all South Australians as a globally recognised UNESCO Creative City.

Lead	As the Capital City Council of South Australia, the City of Adelaide has a responsibility to aim for a nationally recognised visitor destination during the Christmas season that has a positive reputation for driving attraction to city places, and for experiences that create social, cultural and economic benefit
Safeguard	Protect our tangible and intangible cultural heritage through investing in and maintaining Adelaide's Christmas history including assets of significance, stories and traditions
Engage	Empower our communities to lead and express diverse global and cultural traditions as part of the festive season supporting social, economic, environmental and cultural wellbeing and to enhance the vibrancy of the city offering
Enable	Enable all people to contribute to and participate in Christmas in the City by funding and facilitating inclusive events, activities and decorations
Facilitate	Facilitate investment in new high-quality sustainable assets, outstanding events and experiences, performance and music
Partner	Partner with government, non-government organisations, the private sector and the community to leverage expertise, attract new resources and sustain the delivery of Christmas into the future
Champion	Champion and showcase local businesses and precincts to ensure local economies benefit from the Christmas season
Asset Manager	Utilise Council-owned assets to enhance Christmas in the City and renew assets to ensure they are of high quality and presentation

Principles

The Christmas in the City Action Plan will be developed in accordance with the principles of the City of Adelaide Strategic Plan, specifically:

Unique Experiences – Create interesting experiences for our residents, workers and visitors.

Community Connection - Strengthen connection, accessibility, diversity and inclusivity by putting people first.

Economic Growth – Adelaide’s unique experiences and opportunities attract visitors to our city

City of Adelaide Strategic Plan 2024-2028

Christmas in the city delivers on aspirations of the Strategic Plan through:

Our Community: Will be vibrant, connected and inclusive by supporting our communities to thrive; create fun, lively and interesting experiences and celebrate and honour community and cultures; and drive social change and strengthen communities through locally-led arts, cultural and recreational activities and Elevate the City’s reputation for exceptional and unique arts and cultural experiences by encouraging and providing arts, culture and events partnerships, grants and sponsorship opportunities.

Outcomes: An interesting and engaging place to live, learn and visit; and an inclusive, equitable and welcoming community where people feel a sense of belonging

Our Economy: will be growing, innovative and responsive by continuing to grow our economy in alignment with the community and support existing businesses to be agile and responsive to change.

Outcome: Adelaide’s unique experiences and opportunities attract visitors to our city

Strategic Links to City of Adelaide Plans, Policies and Strategies:

Adelaide Central Market Authority Strategic Plan 2023-2028	• Deliver extraordinary customer experience • Promote trader connection with event customers • Work with street frontage traders and the City of Adelaide to extend offering onto the street • We will make a valuable contribution to the economic, social and cultural wellbeing of our precinct and community
Adelaide Economic Development Agency (AEDA) Strategic Plan FY2024/25 to 2028/29	• Rundle Mall strengthens its reputation as the state's premier shopping precinct and evolving entertainment and dining destination to increase visitation and spending. • Adelaide's destination and liveability status are enhanced through activated laneways, arcades, precincts and neighbourhoods across the city
Cultural Policy (*themes in development)	• *Enable cultural celebrations and events • *Champion cultural heritage • *Create opportunities for artists
Disability Access and Inclusion Plan 2024-2028	• Events and festivals for everyone to attend
Economic Development Strategy 2024-2028	• We will promote our enviable position as a capital near our international airport and embrace our role as a gateway to South Australia. • Invest in well-planned neighbourhoods and key destination precincts. • We will enable the visitor experience by identifying new opportunities to use the Adelaide Town Hall for economic activities
Integrated Climate Strategy 2030	• Procurement decisions that localise supply, prioritise reuse and drive green industries • Climate change and sustainability are integrated into how we do business
UNESCO City of Music Designation (10th Anniversary in 2025)	• Programming musicians in the public realm, showcasing musical talent, venues and history
Wellbeing Plan 2020-2025	• Thriving communities

Action Plan Deliverables

Focus Area 1 - Bold, Impactful and Traditional Christmas Decorations

Objective: The City and North Adelaide Are Transformed During The Festive Season With High Impact Decorations On The Entrances To The City And On Main Streets

Action	Deliverables	Timeline	Responsibility
1.1 Deliver new Light-Based Entry Statements, Light and Projection experiences in key locations across the City and North Adelaide	Deliver new impactful decorative installations. Seek new companies and providers that can provide new and unique key light-based decorations and experiences. Seek potential partners including North Terrace cultural institutions Identify substantial and highly visible assets in the city and North Adelaide (including State and private assets) that can be lit and utilised as event and activity destinations	One new each fin/year	City Experience/Assets and Infrastructure/City Operations
1.2 Build on the 2024/2025 trial of new Light Motif Trails in impactful streets, creating visitor experience around light decorations	Investigate new streets including O'Connell Street, Currie Street and Grote Streets with a view to expanding to all major city streets. Explore State Government and other partnerships for the North Terrace Cultural Boulevard and other key locations	Annual target of 1-3 new street locations	City Experience City Operations
1.3 Rundle Mall is a destination for immersive Christmas activations and experiences	Rundle Mall Christmas Strategy will include creative/design elements to drive visitation and that create vibrant experiences in the key shopping destination. Works in a complementary way with city-wide decorations and activity for the benefit of the entire city	New creative in place for Christmas 2025	AEDA /Rundle Mall
1.4 Giant Tree in Victoria Square / Tarntanyangga	Deliver a new Giant Christmas Tree in Victoria Square/Tarntanyangga	New Tree by Christmas 2026	Assets and Infrastructure with support from City Experience

Action	Deliverables	Timeline	Responsibility
1.5 A new shared, impactful, fun and exciting city-wide and integrated Christmas Creative Suite	Rundle Mall leads the development of the city-wide creative suite that recognises the distinct brand identities and strategic goals of the city and Rundle Mall, and that remains cohesive and complementary Adelaide Central Market continues its own brand with connection to the city-wide suite Update the flags and banner suite for city-wide refresh for Christmas 2025	New creative will be in place for Christmas 2025	Rundle Mall and City Experience
1.6 Continue to deliver the renewal program when decorations reach end of asset life	Monitor and assess annually the condition of decorations Items purchased in 2024 will be reviewed annually with a view to a new renewal cycle in 2029	Inventory conducted in January each year	City Experience with support from Assets and Infrastructure
1.7 Create city-wide destinations	Store, manage and deliver the suite of city-wide decorations to create magical destinations in precincts and main streets. Engage with stakeholders to assess best placement to maximise visitor experience and impact	Decorations suite in place in November annually	City Experience with support from City Operations
1.8 Encourage major iconic City places and locations to utilise lighting and digital signage opportunities to 'light up the city' in November and December annually	Identify and encourage participation at iconic and highly visible sites such as the Riverbank Footbridge, Universities (digital displays), major buildings with light or digital signage at height i.e. RAA, North Terrace cultural boulevard and Adelaide Zoo	Ongoing	City Experience

Focus Area 2 - Major Drawcard Events to Promote Attraction and Ensure the City is the Heart of Christmas in South Australia

Objective: Visitors choose the City to celebrate South Australian traditional Christmas events

Action	Deliverables	Timeline	Responsibility
2.1 Support, promote and deliver Christmas Markets in the city.	Rundle Mall is a host for Markets. Fund and facilitate Markets city-wide including North Adelaide Meander Market 'Christmas Edition'. Curate the Christmas calendar to ensure markets are spread geographically and temporally. Ensure offering is high quality, local traders benefit and that free and low-cost experiences are included.	November and December annually	City Experience
2.2 Deliver the Annual Tree Lighting Free Community Event	Create an annual free family-friendly event with high-quality performances to celebrate the Giant Christmas Tree and commence nightly 'light up' and experiences at the Tree.	Annually, early to mid-November following the Christmas Pageant	City Experience
2.3 Support major Christmas events of State and National significance	Continue to provide funding opportunities for major Christmas events in the city. Facilitate Park Lands use and road closures to support these events including Carols by Candlelight	November and December annually	AEDA and City Experience

Action	Deliverables	Timeline	Responsibility
2.4 Cohesive Christmas Attraction Marketing and Promotional Campaigns for the City of Adelaide broadly, Adelaide Central Market and Rundle Mall	A user-friendly web and digital experience is developed to ensure all members of our community can readily access information on our Christmas offerings. A cohesive content plan developed between the City of Adelaide and AEDA with a focus on producing content that reflects the authentic stories of our community during the festive season Visitors and residents know what is on, where and when, and this information is easily accessible.	Campaign to open in October annually until December	City of Adelaide Marketing and AEDA/Rundle Mall Marketing
2.5 Partner with key media and Adelaide personalities to showcase Christmas in the city	Develop the offer for key personalities and brands to be involved to widely promote Christmas in the city.	By October each year	City Experience CoA Marketing
2.6 Work with existing and new festive events to draw new activities to the city and North Adelaide	Identify potential events, markets and Christmas attractions that could operate in the city, and direct them to potential funding sources, event sites and partnership opportunities.	Ongoing	City Experience AEDA

Focus Area 3 - Showcase Adelaide's Unique Christmas Heritage and Cultural Icons

Objective: The City of Adelaide has a proud heritage of unique Christmas icons, traditions and heritage locations that can be showcased and celebrated.

Action	Deliverables	Timeline	Responsibility
3.1 Celebrate and promote the iconic Adelaide Central Market	Support new internal decorations suite for existing Market and Market Expansion	Ongoing	Adelaide Central Market Authority
3.2 Showcase the iconic Adelaide Town Hall and support Christmas events and experiences	Christmas and Festive Concerts will include a range of festive experiences in the annual calendar of events Decorations internally and externally on the Adelaide Town Hall as part of the city-wide decorations, including façade and potential lighting and projection displays Exhibitions that showcase Christmas and festive heritage archival and unique works.	Annual	Creative City
3.3 Facilitate, showcase and support the Christmas Pageant as an iconic and unique tradition in Australia	Facilitate the Christmas Pageant including planning, street closures, and city presentation. Support storytelling through exhibitions, digital engagement and content creation in partnership with the South Australian Tourism Commission	Annual, early November	City Experience and City Operations AEDA/CoA Marketing
3.4 Display Giant Santa on Federal Hall at the Central Market	Continue to display Giant Santa in line with Agreement for 2025 and 2026 and explore an extension with the owner to display Giant Santa up to and including Christmas 2028	November 2025 and annually	City Experience
3.5 Highlight and showcase Rundle Mall as Adelaide's premier retail precinct during Christmas time, the traditional home of Christmas	Celebrate Rundle Mall as an iconic Christmas destination. Showcase the icons of Rundle Mall through activations and partnerships Support businesses to enhance profitability through the Christmas period Tell heritage stories	Ongoing	AEDA Marketing and Tourism/Rundle Mall Marketing

Action	Deliverables	Timeline	Responsibility
3.6 Partner with State Library and North Terrace Christmas activities and decorations	Promote Christmas at the Mortlock Library Identify opportunities to expand work with North Terrace partners to showcase the cultural boulevard	From October 2025 annually	City Experience Team and CoA Marketing

Focus Area 4 - A Global Christmas Through Welcoming and Supporting Community-Led Celebrations

Objective: Christmas in Adelaide is welcoming, diverse, and localised, embracing and showcasing the global and multicultural nature of Christmas celebrations and traditions

Action	Deliverables	Timeline	Responsibility
4.1 The City of Adelaide to explore formal philanthropic partnerships to encourage community to support charitable causes	ACMA Community Giving Partnerships Explore City of Adelaide Giving Partnerships or Charity Christmas Partners	Annually from October – December	Adelaide Central Market City Experience AEDA
4.2 Support Community Choirs and Organisations to deliver celebratory events and performances	Encourage and support Christmas community events Connect with places of worship, choirs and community groups	Ongoing	City Experience Creative City
4.3 Engage community in places across the city to encourage connection	Community connections and services during the Christmas season will celebrate and engage communities in unique and relevant ways which may include Libraries Out and About and a Neighbour Day 'Christmas Edition' Provide opportunities for welcoming and inclusive opportunities for local residents and vulnerable people to engage with one another during the festive season	Annually November and December	Creative City

Action	Deliverables	Timeline	Responsibility
4.4 Support artists, musicians and makers to engage in performance, programming and events	Smaller scale events and activations across the city and North Adelaide during November and December	Annually November and December Grants open August	City Experience
4.5 Expand the Music at the Christmas Tree Event	Continue to build on the visitation to the Giant Tree in the lead up to Christmas through free high-quality music and performance, with focus on the 12 days to Christmas	Annually in December	City Experience

Focus Area 5 – Thriving Local Precincts through festive business and sustainability initiatives

Objective: The City of Adelaide supports local business to benefit from the festive season, local places will be bustling as destinations for celebration and businesses will be encouraged to promote sustainable consumption.

Action	Deliverables	Timeline	Responsibility
5.1 Mainstreets and Precincts are enlivened with high quality decorations that generate impact and foot traffic	Activities and experiences are designed to draw people to unique areas Activate laneways and destinations Window displays Explore potential for funding schemes to enable increased deliverables and benefits	Annually in November and December	CoA City Experience
5.2 Support local economies through activating precincts	Promotion of precinct experiences with a festive focus such as choirs in squares and streets and include hospitality and retail information Promote shopping and business experiences through the Christmas marketing campaign	Annually in November and December	CoA and AEDA AEDA Marketing and Tourism City Experience

Action	Deliverables	Timeline	Responsibility
5.3 Promote sustainable use of resources and waste recovery	Encourage the purchase of hard-wearing, reusable and quality products with longevity Actively discourage the purchase of single-use items for city-wide décor Procure low-energy and sustainable materials where possible	Ongoing	CoA Operating Budget City Experience with support from Circular Economy

Measures

The delivery of this Action Plan will contribute to the following **the City of Adelaide Strategic Plan 2024-2028** Measures

Our Community	How Christmas in the City contributes
Develop a Cultural Policy by 2024 that promotes and supports the city's unique cultural identity and opportunities	**Contribute to the data collection for Cultural Policy
Develop a target for increasing participation in arts, events and cultural experiences facilitated or supported by the City of Adelaide	Key stakeholder in tracking and measuring a major cultural experience annually
Amplify Adelaide's status as a UNESCO City of Music	Directly supports musicians and music performance opportunities
Our Economy	How Christmas in the City contributes
Support the delivery of key actions of ACMA Deliver marketing and promotion strategies to share Adelaide's unique attributes and emerging opportunities	Adelaide Central Market is a priority area for Christmas activity across the Plan
Increase the number of people who visit the city from 2.1 million to 2.5 million by 2028 through local, interstate and international visitation	Christmas in the city drives up visitation with a focus on Rundle Mall, Central Market and Victoria Square/Tarntanyangga as Christmas hubs to assist in reaching this target
Increase in foot traffic in key and emerging precincts annually in line with the Council's Economic Development Strategy	Christmas Incentive Scheme will enable support for precincts with a focus on North Adelaide to engage in Christmas décor and activity
Increase spending across the city	Christmas is annually a peak time for expenditure, particularly Black Friday
Deliver marketing and promotion strategies to share Adelaide's unique attributes and emerging opportunities	Christmas campaigns across AEDA and the City of Adelaide platforms will share the uniquely Adelaide Christmas experience to local and national audiences

Christmas in the City Action Plan 2025-2028 – Measures of Success

- Rundle Mall experiences economic growth and visitation
- Adelaide Central Market is recognised as an iconic Christmas shopping destination
- UPark use increases during November and December

Measure	Base Year/Activity	Method of Data Collection
Visitor Net Promoter Score (NPS)	2025 (new measure)	Annual Surveys (TBD)
Participant Satisfaction – Events and Markets	2022 (for ongoing events)	Annual Surveys (TBD)
Public Sentiment – overall Christmas in the City	2025 (new measure)	Annual Surveys (TBD)
Visitor Spend and Attendance – Rundle Mall	2025	Spend Mapp, Kepler and Commbank IQ
Visitor Spend and Attendance – Adelaide Central Market	2025	Spend Mapp and Kepler
City-wide Visitor Spend and Attendance	2025	Spend Mapp and Kepler
UPark Usage	2025	UPark Data
Visitation to City for Events/Satisfaction	2026	CUP Survey
Promotional engagement	2025	Social media reach

Gladys Elphick Park / Narnungga (Park 25) – Sports Ground Lighting Upgrades

Strategic Alignment - Our Community

Public

Tuesday, 4 March 2025

City Community Services and
Culture Committee

Program Contact:

Jennifer Kalionis, Associate
Director City Culture

Approving Officer:

Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to seek the approval of Council on infrastructure improvements in Gladys Elphick Park / Narnungga (Park 25) proposed by the South Australian Cricket Association (SACA). The improvements are proposed in order to meet revised lighting standards as determined in the national standards for sports lighting which can be viewed by clicking [here](#).

SACA holds a 42-year Park Lands Lease and Licence over the sporting facilities in Park 25. The Lease Agreement is in its eighth year and expires in December 2058.

In January 2021, SACA installed sports lighting around the main oval. The four 30-metre towers and fittings enabled them to achieve Class 1 lighting levels consistent with Cricket Australia's Guidelines. Class 1 represents the highest level of lighting for playing cricket; however, this lighting level is not suitable for television broadcasting.

The Australian Standards for sports lighting were updated and Cricket Australia's Guidelines reflected this change in 2024, resulting in an increase in oval lighting requirements.

The existing sports lighting on the main oval is approximately 850 to 900 lux, with the new standards requiring 1,500 lux for Men's and Women's Domestic cricket.

On 9 August 2022, Council approved SACA upgrading the eastern embankment adjacent to the main oval to create landscaped terraced seating. The Council decision on page 9, Item 10.2 can be viewed [here](#). Due to the potential impact of the lighting infrastructure on the embankment, SACA has not progressed with this work and is awaiting the resolution of its sports lighting requirements before proceeding.

On Thursday 28 November 2024, SACA presented to Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) their proposal with two options to improve the sports lighting in Park 25:

- Option 1: involves replacing the existing 30-metre towers with four new 40-metre towers. Increasing the height of the towers from 30m to 40m required consultation with South Australian (SA) Health engineers, the MedSTAR retrieval service and the Attorney General's Department, and all have advised that there would be no adverse effects from the increase to 40m height.

The existing 30m towers would be relocated to an oval licenced by SACA on the western side of Park 25 i.e. the back oval, replacing lights that are at the end of their useful life improving the usage and activation of this facility. This option will require electrical upgrades and the light provided by this option is far superior to Option 2.

- Option 2: involves the installation of two additional light towers around the main oval, resulting in six 30m towers. This option will also require electrical upgrades, noting the light from the six towers will not be ideal for night cricket.

Neither of the proposed options require funding from the City of Adelaide.

Supporting this project will allow high-level women's cricket to be played at night on the main oval. This will draw spectators to the venue, which in turn will activate the city's west-end precinct.

The CoA notes in the Integrated Climate Strategy 2030, that the outlook for Adelaide is a hotter, drier climate with increasing frequency and intensity of extreme events, including heatwaves. Changing weather patterns and increasing temperatures during the day will lead to more scheduled sports and recreation activities being programmed at night. Well-lit ovals in use at night encourage more people to gather, socialise, and participate in recreational activities, fostering a sense of community among users. Illuminated ovals will extend opportunities for community use of Park 25.

Furthermore, improved lighting on the back oval will provide safer conditions for the general community using Park 25 at night. This will increase visibility and passive surveillance, helping to deter anti-social behaviour and vandalism as well as providing a sense of security for other park users.

This matter was considered by Kadaltilla on Thursday 27 February 2025.

RECOMMENDATION

The following recommendation will be presented to Council on 11 March 2025 for consideration

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL THAT COUNCIL

1. Approves the concept designs of Option1 for the sports ground lighting upgrade at Gladys Elphick Park / Narnungga (Park 25), as contained in Attachment A to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 March 2025, subject to the South Australian Cricket Association:
 - 1.1. Engaging Cultural Monitors during excavation works.
 - 1.2. Commissioning an environmental impact assessment of the new lighting on the back oval.
 - 1.3. Applying appropriate treatments to above-ground electrical infrastructure to minimise its visual impact on the Park Lands.
 - 1.4. Communicating and engaging with the community around their works program, once planned.
 2. Notes the previously approved works on the eastern mound will be delivered following the completion of the sports ground lighting upgrade, subject to available funds.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community Enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport.
Policy	<u>Adelaide Park Lands Community Land Management Plan (CLMP)</u> The CLMP for this park supports the leasing of facilities for the sporting and recreational needs of the community as well as utilising the space for major events.
Consultation	Consultation has occurred with SA Health and Kadaltilla / Adelaide Park Lands Authority (Kadaltilla).
Resource	The Lessee will manage the sports ground lighting upgrades and eastern mound works.
Risk / Legal / Legislative	Development Approval for these works is required.
Opportunities	Providing more opportunities for formal sport and recreational participation in the Park Lands and more flexibility in scheduling/programming.
24/25 Budget Allocation	The Lease will deliver \$22,000 in annual revenue in the 2024/25 financial year, indexed annually for the remainder of the Lease term. Income will also be derived from event fees.
Proposed 25/26 Budget Allocation	The Lease will generate \$22,800 in annual revenue in the 2025/26 financial year, indexed annually for the remainder of the lease term. Income will also be derived from event fees.
Life of Project, Service, Initiative or (Expectancy of) Asset	The South Australian Cricket Association (SACA) holds a 42-year lease with Council, which expires at midnight on 31 December 2058.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	The Lessee will undertake maintenance of all proposed improvements.
Other Funding Sources	The works will be funded entirely by SACA, with proposed State and Federal funding.

DISCUSSION

Background

1. The South Australian Cricket Association (SACA) holds a 42-year Park Lands Lease and Licence over the formal sporting facilities in Gladys Elphick Park / Narnungga (Park 25). The Lease Agreement is in its eighth year and expires in December 2058.
2. Park 25 is programmed year-round with a range of cricket and AFL training and competition activities.
3. In January 2018, SACA completed a significant upgrade of the existing sporting facilities, including demolishing multiple buildings to facilitate a centralised three-level sports pavilion, landscaping, car parking, and enhancement of the main eastern oval.
4. In January 2021, SACA installed sports lighting around the main oval. The four 30-metre towers and fittings enabled them to achieve Class 1 lighting levels consistent with Cricket Australia's Community Cricket Facility Guidelines. Class 1 represents the highest level of lighting for playing cricket; however, this lighting level is not suitable for television broadcasting.
5. The venue is used as a training facility for all South Australian cricket squads (including deaf and vision impaired) and hosts regular sporting activities such as school holiday clinics, football training, and Indigenous and Multicultural cricket and football carnivals. It is the home venue of the South Australian Women's cricket team and the Old Ignatians Football Club (OIFC), which is a sub-lessee of SACA.
6. The Australian Standards for sports lighting were updated in 2021, and Cricket Australia's Lighting requirements were updated in 2024, resulting in an increase in oval lighting requirements.
7. The existing sports lighting on the main oval in Park 25 is approximately 850-900 lux, with the new standards requiring 1,500 lux for Men's and Women's Domestic cricket.
8. On 9 August 2022, Council approved SACA upgrading the eastern embankment adjacent to the main oval to create landscaped terraced seating. Due to the potential impact of the lighting infrastructure on the embankment, SACA has not progressed with this work and is awaiting the resolution of its sports lighting requirements before proceeding.

Presentation to Kadaltilla / Adelaide Park Lands Authority (Kadaltilla)

9. On 28 November 2024, SACA presented the following two options to Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) for feedback on the proposed lighting infrastructure and their potential impacts in this area of the Adelaide Park Lands:
 - 9.1. Option 1 involves replacing the existing 30m towers with four new 40-metre towers. Increasing the height of the towers from 30m to 40m required consultation with South Australian (SA) Health engineers, the MedSTAR retrieval service and the Attorney General's Department. SA Health has advised that there would be no adverse effects should the towers be at a 40m height. The existing 30m towers would be relocated to an oval licenced by SACA on the western side of Park 25 i.e. the back oval replacing lights that have low lux levels and are at the end of their useful life. This option will require electrical upgrades, including a new transformer. Light provided by this option is far superior to that from the six-pole option, which is Option 2.
 - 9.2. Option 2 involves installing two additional light towers around the main oval, resulting in six 30-metre towers. This option will require electrical upgrades, including a new transformer. Light from the six towers will not be ideal for night cricket and will not be to the same standard as Option 1.
10. SACA's presentation proposal is shown in **Attachment A**.
11. Neither option will require funding from the City of Adelaide.
12. Kadaltilla preferred Option 1, noting that it does not impact existing trees or the previously approved design for the eastern embankment, it involves less built form on the Park Lands (than Option 2) and provides the opportunity to enhance the lighting of a second oval.
13. In considering this matter, Kadaltilla raised the following questions:

Kadaltilla's Feedback	Council Administration's Advice
What is the primary driver to upgrade the lighting at Park 25?	A change to the Australian Standards triggered a change to Cricket Australia's lighting requirements for cricket venues in Australia. The proposed upgrade is to align with these changes.

Kadaltilla's Feedback	Council Administration's Advice
Does Option 1 result in an increase in lighting infrastructure?	No. There are currently eight light towers across the two ovals in Park 25, and under Option 1, there will continue to be eight light towers.
Why do the lights on the back oval require replacing?	The lights on the back oval are at the end of their useful asset life. A lighting audit identified that the lights do not meet the minimum requirements for cricket or football night matches.
Will there be an impact on trees on either oval with Option 1?	No. There will be no impact on trees on either oval, under Option 1.
What are the environmental impacts of the new lighting levels on the flora and fauna in Park 25?	Approval will be subject to SACA commissioning an environmental impact assessment.
How will the offsetting of increased emissions be addressed?	SACA will address this as part of its environmental impact assessment.
Will the upgrade of lighting upgrades result in more events?	Not directly. The upgrade of lighting is required to maintain the current level of nighttime programming on the main oval. Improved lighting on the back oval may facilitate new programming opportunities for Australian Rules Football.
Is there interest in SACA investing in community spaces that can be accessed outside the SACA-programmed spaces?	SACA's investment in the eastern mound is estimated at \$2,000,000. This work will facilitate informal seating opportunities outside of SACA's licenced area and complement other landscaped areas in Park 25 that SACA maintains outside of its formal lease and licence areas.
Recommend Cultural Monitoring as part of ground disturbance works.	Approval will be subject to SACA engaging Cultural Monitors during excavation works.
Can the appearance of electrical infrastructure be improved?	Approval will be subject to SACA applying appropriate treatments to above-ground electrical infrastructure to minimise its visual impact on the Park Lands.
Will these lighting upgrades impact future high-rise residential living on the north-west corner of the CBD?	The lighting proposal has been designed to comply with the Australian Lighting Standards for glare, spill, maintained illuminance and obtrusive lighting.
Will there be an increase in car parking?	No. There will be no additional car parking.

Sportsground Lighting Concept Designs

14. SACA, as the lessee in Park 25, proposes to replace the existing four 30m towers on the main oval with 40m towers that will produce an average light of 1,000 lux across the oval (outfield) and 1,500 lux across the centre wicket area, as shown in **Attachment A**.
15. The lighting design has been considered to minimise any impact from light spilling onto surrounding areas.
16. The lights' output will be adjustable to reduce energy use for activities at lower light levels, such as cricket training and Australian Rules Football training and competition.
17. The proposed lighting improvements will meet Cricket Australia's amended guidelines and enable night matches to continue on the main oval. Improving lighting on the back oval will expand programming opportunities, particularly for the OIFC and the playing of Australian Rules Football.

Eastern Mound Works

18. On 9 August 2002, Council approved SACA's redevelopment of the eastern mound in Park 25.
19. Improvements to the eastern mound involve the construction of limited concrete terraces, a lighter and cooler path surface, viewing areas and shade structures, all of which will comply with the *Disability Discrimination Act*.

20. Council and SACA will enter into a Maintenance Agreement stipulating that SACA is responsible for maintaining the redeveloped eastern mound for the remaining tenure of their Lease Agreement.
21. The works are estimated at \$2,000,000 and will be funded by SACA.

Stakeholder Engagement

22. Due to the Royal Adelaide Hospital proximity to Park 25, SACA engaged with SA Health to identify possible impacts on hospital services.
23. Given the specific requirements of the sports lighting, which illuminates an existing sporting licensed area, informal users of Park 25 have not been consulted.

Kadaltilla / Adelaide Park Lands Authority

24. This matter was considered by Kadaltilla on 27 February 2025.

Next Steps

25. Subject to Council's approval, Administration will advise SACA to proceed with detailed designs of Option 1 of sports ground lighting upgrades in Park 25.
26. Subject to available funds, including grant funding from the State and Federal Governments, SACA plans to:
 - 26.1. obtain Development Approval by October 2025.
 - 26.2. commence construction of the sports ground lighting improvements by January 2026.
 - 26.3. have the new sports lighting operational for the 2026/27 cricket season.
 - 26.4. redevelop the eastern mound following the completion of the sports ground lighting works.

ATTACHMENTS

Attachment A – Sports Ground Lighting Upgrades – Lighting Options

- END OF REPORT -

Gladys Elphick Park / Narnungga (Park 25)

Main Oval Lighting Options





Acknowledgement of **Country**

We acknowledge this land that we meet on today is the traditional lands for the **Kaurna** (pronounced 'Gar-na') people and that we respect their spiritual relationship with their country.

We also acknowledge the Kaurna people as the custodians of the Adelaide region and that their cultural and heritage beliefs are still as important to the living Kaurna people today.

We also pay respects to the cultural authority of Aboriginal people visiting from other areas of South Australia/Australia.



- Located in Gladys Elphick Park / Narnungga in the City of Adelaide Park Lands, the venue comprises four ovals, practice nets, gender inclusive changerooms and pavilion space.
- The Oval is utilised as a training facility for the South Australian cricket squads (including the Deaf and Vision Impaired squads) and is the home ground of the South Australian Women's Cricket team and Old Ignatians Football Club.
- Additionally, Gladys Elphick Park / Narnungga hosts regular sporting activities such as school holiday clinics, football training and Aboriginal and multicultural cricket and football carnivals.







Karen Rolton Oval Lighting Upgrade

- The past decade has seen increased opportunities, investment, coverage and support for female cricketers in Australia. This has driven a surge in the number of women's cricket teams and female participation at community and State levels.
- Karen Rolton Oval is the home of women's cricket in South Australia.
- The current 750 lux lights at Karen Rolton Oval were the maximum lux level achievable within site-specific constraints at the time of installation.
- To facilitate the ongoing needs of cricket under lights with a focus on women's cricket, an upgrade to 1500 lux lighting is required.
- Two lighting upgrade options have been explored –
Option 1) The replacement of the existing four towers with four taller, higher lux towers.
Option 2) The addition of two towers resulting in a total of six towers.
- Under Option 1, ideally the existing 750 lux lights at Karen Rolton Oval could be moved to Oval 2 at Park 25 in order to facilitate more community use at night.





Why does Karen Rolton Oval / Gladys Elphick Park require a lighting upgrade?

To facilitate the increase in women's cricket participation, we need to extend the usage hours of existing pitches. Illuminated venues enable greater programming flexibility as well as the ability to play more cricket at existing sites.

Both the lighting design and level of lux provided need to ensure a safe and suitable environment for players, coaches and officials.

750 lux lighting was installed at Gladys Elphick Park in 2020. In 2021, Standards Australia released a new AS2560.2 Australian standard for domestic cricket lighting, creating the need for an increase in lux levels to 1500 lux to meet these standards.



Karen Rolton Oval (Oval Number 1) / Oval Number 2





Why not increase the lux levels of the existing towers?

Unfortunately, the existing towers are unable to support the additional lights (weight) or power load (existing conduit), therefore SACA is unable to upgrade the existing 30 metre towers to meet the 1500 lux.

What is proposed to happen to the existing lights?

Option 1 would mean completely replacing the four current 30m towers with four new 40m towers.

Option 2 would involve adding two additional towers to the existing four 30m towers so the existing towers would remain.

Current lights on Oval 2 at Park 25 are approximately 50 lux and therefore too low level to allow for any cricket to be played at night, nor any football matches. Ideally, the existing lights on Karen Rolton Oval could be moved to Oval 2 to facilitate more safe community usage at night.

Option 1) 4 x 40m light towers



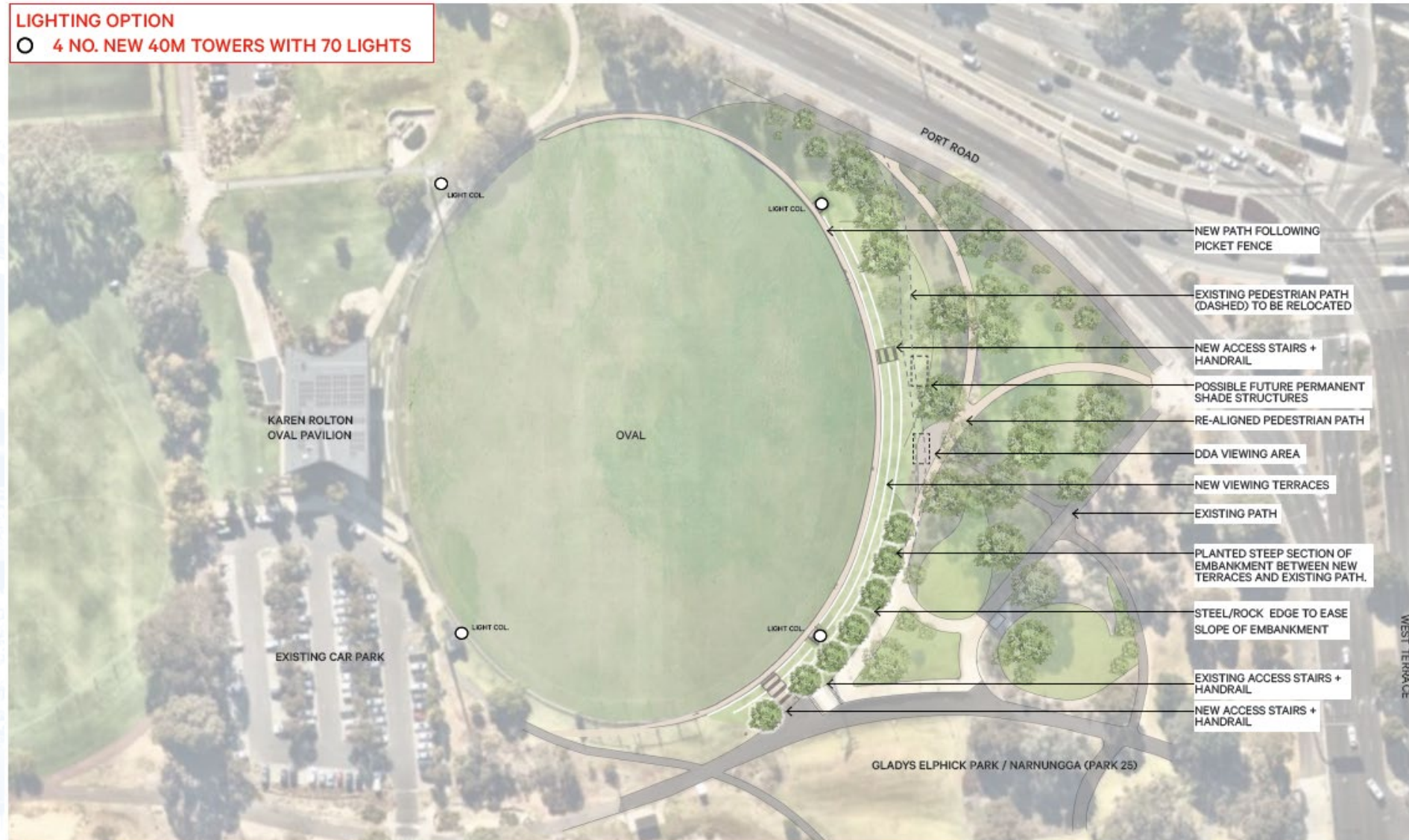
Option 2) 6 x 30m light towers



Option 1) 4 x 40m light towers

LIGHTING OPTION

○ 4 NO. NEW 40M TOWERS WITH 70 LIGHTS



Option 1) Proposed New Lighting / Lighting Relocation



LIGHTING

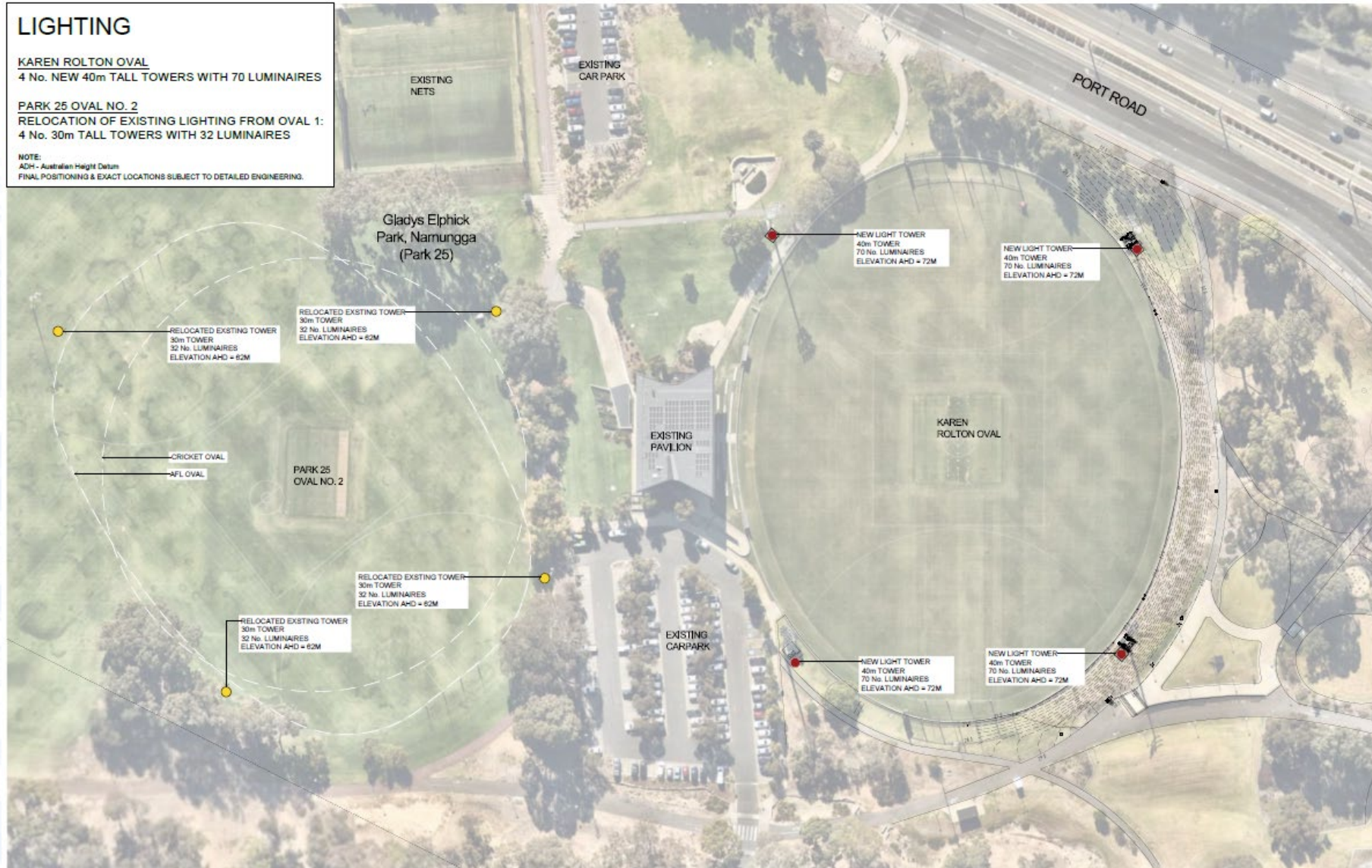
KAREN ROLTON OVAL

4 No. NEW 40m TALL TOWERS WITH 70 LUMINAIRES

PARK 25 OVAL NO. 2

RELOCATION OF EXISTING LIGHTING FROM OVAL 1:
4 No. 30m TALL TOWERS WITH 32 LUMINAIRES

NOTE:
ADH - Australian Height Datum
FINAL POSITIONING & EXACT LOCATIONS SUBJECT TO DETAILED ENGINEERING.



Lighting Options Investigated



- Two options were explored with the purpose of upgrading lighting at Gladys Elphick Park

Option 1:

- Remove the existing 30m light towers and replace with four new 40m light towers; no trees affected
- This option requires electrical upgrades including a new transformer
- Light provided by this option is far superior to that from the six-pole option
- Increasing the height of the towers from 30m to 40m required consultation with SA Health engineers, the medSTAR retrieval service and the Attorney General's Department. SA Health has advised that there would be no adverse affects should the towers be at a 40m height
- Further to Option 2, light towers currently on Oval 1 are proposed to be relocated to Oval 2
- Current Oval 2 lights are of little to no use, being at end of life and extremely low lux levels, to be removed

Option 2:

- Retain the four existing 30m light towers and add an additional two towers, minor impact on trees
 - This option requires electrical upgrades including a new transformer
 - Light from the six towers will not be ideal for night cricket and will not be to the same standard as option 1
- Lighting experts and SACA prefer Option 1 which provides superior lighting for night cricket, less footprint and provides the opportunity to upgrade Oval 2 lighting, further benefitting community use of a second oval at night.

Implications of Not Upgrading the Lights

- Lighting at cricket grounds across Australia are being upgraded to meet the new AS 2560.2:2021 Australian standard for domestic cricket lighting.
- If the lights at Gladys Elphick Park / Narnungga fall short of the new Australian Standards, in time, night cricket on the site is less likely to be scheduled, thus reducing content and usage of the oval for women's high-level cricket.
- With reduced high-level content bringing spectators to the Park Lands, there will be less foot traffic in activating the City's West End before and after these cricket events, as well as less light available for surrounding passive users.



Option 1

What will the four new 40m light towers, relocation of existing light towers to Park 25 (Oval 2) and eastern mound landscaping cost?

- The approximate cost to design and install four new light towers at 40 metres in height (276 LED luminaries) is \$5.2 million.
- The cost to move the existing 30 metre towers to Oval 2 is approximately \$1 million.
- The Eastern Mound Landscape development which was approved by Council in 2022 is estimated at \$2 million.
- The total project cost is estimated to be \$8.2 million.
- SACA are looking to form a three-way funding partnership between SACA and the State and Federal Governments to fund this project.



Option 2

What will two additional 30m light towers and the eastern mound landscaping cost?

- The approximate cost to design and install four new light towers at 40 metres in height (276 LED luminaries) is \$5.2 million.
- The cost of the eastern mound landscaping project is approximately \$2M.
- The total project cost is estimated to be \$4.6 million.
- SACA are looking to form a three-way funding partnership between SACA and the State and Federal Governments to fund this project.





SA Health Consultation

- Drawings and specifications of 4 x 40 metre light towers (Option 1) and adding 2 x 30 metre light towers (Option 2) were provided to the engineers working in the Corporate & Infrastructure Division within the Department for Health & Wellbeing
- Department of Health & Wellbeing engineers and the medSTAR emergency retrieval service have advised that either option presented will not adversely affect helicopter operations at the Royal Adelaide Hospital
- The engineers stipulated the need for 24-hour red obstacle lights to be fitted to the top of the light towers for daylight in poor visibility conditions and at night when the lights are not in use



Benefits to Adelaide City Park Lands

- **Enhanced Safety and Security:** The illuminated ovals in use at night will increase visibility and passive surveillance, helping to deter anti-social behaviour and vandalism as well as providing a sense of security for other park users. Lights will also reduce accidents for night users.
- **Community Engagement:** Well-lit ovals in use at night will encourage more people to gather, socialise, and participate in recreational activities, fostering a sense of community among users.
- **Family-Friendly Environment:** Families will be able to enjoy the surrounding space in the evening, promoting outdoor activities and healthy lifestyles for children and adults alike.
- **Active Lifestyle Promotion:** Evening lighting will encourage walking, jogging, and other activities after dark, promoting physical health within the community.
- **Social Cohesion:** Regular evening / after-work use of the ovals can strengthen bonds between nearby residents and create opportunities for new friendships.
- **Improved Accessibility:** The illuminated Ovals will make Park 25 more accessible for people with varied schedules, including those who work during the day but can still engage in outdoor activities during the evening or at night.
- **Improved Aesthetic:** A well-lit area in use will enhance the visual appeal of Park 25 at night, making the park more attractive for evening strolls, improving the overall quality of the space.

Benefits to Adelaide City

- **Increased Foot Traffic:** The ovals in use at night will attract visitors to the Hindley Street precinct, thus benefitting nearby restaurants and businesses through increased patronage. This will help to showcase Council's \$15 million Hindley Street upgrades and links to the West End.
- **Economic Boost:** Local restaurants will benefit from extended hours and increased sales as spectators and participants dine out before or after visiting/using the ovals.
- **Attracting Tourism & Events:** The well-lit Ovals could serve as venues for community and cultural events, drawing tourists and visitors to the City, enhancing the City's appeal.
- **Enhanced Urban Aesthetics:** A well-lit Park 25 in use will be an attractive feature of the western end of the City, highlighting natural beauty, architectural features and green space, improving the overall aesthetic appeal of the West end of the City.
- **Increased property values:** Research shows that proximity to well-maintained and well-lit public spaces can increase the desirability and value of nearby residences.

Who will benefit from a lighting upgrade to Park 25?

- Adelaide City Parklands
- Adelaide City Council
- South Australian Cricket Community
- Old Ignatians Football Club, including two new female teams
- Local residents
- After-hours Park 25 users
- Local restaurants & businesses
- Visitors & spectators of night events
- Community users from a variety of sporting codes
- Walking & cycling path users

There will be no negative impact on current users / sub-lessees should Option 1 go ahead

Gladys Elphick Park / Narnungga (Park 25) – Eastern Mound Redevelopment

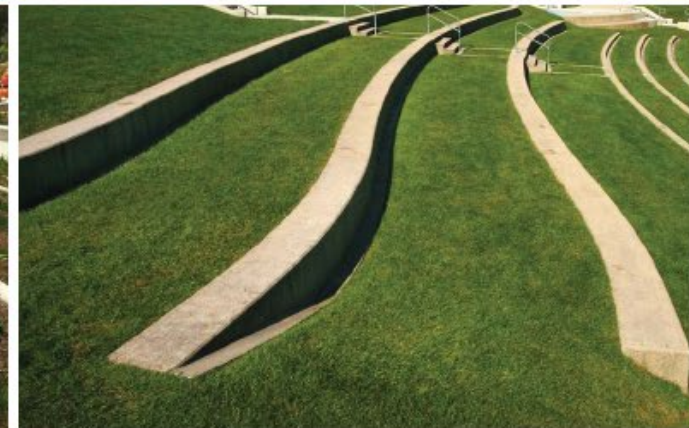
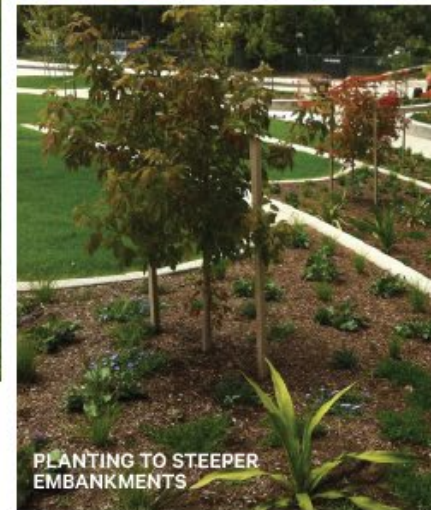


- Following Kadaltilla approval on July 28th 2022, on August 9th 2022, Council approved terracing of the eastern embankment adjacent to the main oval (originally planned as part of Council's Gladys Elphick Park upgrades) with the aim to provide a safer, terraced landscape with more accessible spectator and viewing areas.
- The oval has experienced significant growing usage in recent years and will continue to be considered an exciting venue to host cricket, football and other community sporting events, attracting spectators.
- The need for this project had been identified for some time, with a view to providing additional seating and a more inviting environment for spectators and fans. This followed feedback received whilst hosting both community cricket and high-level events at the oval.
- As part of the Concept Plan approval, the City of Adelaide also drafted a Maintenance Agreement which sets out SACA's obligations for the Eastern Mound Redevelopment with respect to the construction and ongoing maintenance of the area for the remainder of tenure.
- As a result of Council's approval process, changes made to the original concept plans based on feedback from Kadaltilla and Council included a reduction in concrete terraces, a lighter and cooler path surface, DDA viewing areas, an additional shade structure and requirements to maintain public access and use of the improved area.

Existing Site



Concept Plans



Existing Eastern Mound Site View



Proposed Eastern Mound Site View



Consultation

- To date, high-level feasibility consultation has taken place with:
 - Cricket Australia
 - SA Health
 - Adelaide Airport
 - SA Health Engineers
 - Independent Lighting Consultants
- In late 2021, SACA staff met with the Kaurna Yerta Aboriginal Corporation (KYAC) regarding the Eastern Mound Redevelopment and received information pertaining to the cultural history of the site, appropriate engagement of suitable Kaurna representatives going forward (should the project proceed), and positive feedback from KYAC.
- Should the Gladys Elphick lighting upgrade be approved by APLA and Council, further engagement with the Kaurna Yerta Aboriginal Corporation will take place regarding the lights, as well as incorporating cultural and interpretation artwork into the detail design of the mound redevelopment. This will contribute to the ongoing journey of reconciliation and building collaborative and trusting relationships to strengthen ties with a range of cricket codes and broader South Australian community.

Links to Council's Long-Term Aspirations

The Gladys Elphick Park lighting project aligns with all four of Council's long-term aspirations:

1) Our Community – Vibrant, connected and inclusive

An upgraded oval with lights compliant with Australian standards, and more exciting spectator viewing options, will attract more visitors to the City, attract more events to the Park Lands and will provide a world-class amenity.

2) Our Economy – Growing, innovative and responsive

More evening activation of Gladys Elphick Park will mean more visitors in the surrounding precinct. This will assist in growing the local economy.

3) Our Environment – Resilient, protected and sustainable

SACA is driving sustainability initiatives, currently diverting all waste from landfill with a new waste system at the pavilion and when events are held, and is investigating initiatives to transition grounds machinery from fuel to electric, reducing carbon emissions, aspiring to be a nation-leading green venue

4) Our Places – Interesting, purposeful and safe

An improved Gladys Elphick Park will add to the accessibility and uniqueness of the local precinct. Both the lighting upgrade and the terracing will help to make the space safe and lively.

Links to Adelaide Park Lands Management Strategy Towards 2036



Goal 1 – Places and Spaces

- A well-lit Gladys Elphick Park will attract visitors, tourists and spectators to cricket, sporting and cultural events at night, and will provide all-ability access to the grounds and pavilion.
- Having night events and activation at such a high-quality venue will set the Adelaide Park Lands apart from other capital cities.
- Promoted and advertised events will assist in making the Park Lands a visitor and tourist destination.
- Park 25 is very much a sports and recreation destination, therefore increased lighting to the ovals will only further enhance this usage and support longer hours of space activation.
- Under lights, Gladys Elphick Park will be able to accommodate more night events of all types and sizes including world-class sporting events at night.
- The lights would allow for high-level competitions to be played as well as community-level use and would assist in attracting regional events given the lights would extend hours of usage.
- The safety and security benefits of a well-lit Gladys Elphick Park would attract city visitors and local residents at night for passive recreation purposes.

Links to Adelaide Park Lands Management Strategy Towards 2036



Goal 2 – Connections and Networks

- Illuminated ovals in use in Gladys Elphick Park will improve the safety of the walking and cycling trails in the Park.
- Park 25 is identifiable for its sports and recreation facilities and the addition of Class I Standard lights (AS2560) on Oval 1 plus higher-level lights (Class III) on Oval 2 will further enhance this identifiability.
- Higher-level lights on both ovals will enhance safety and ease of accessibility of Park 25 at night.
- The terracing of the Eastern mound will enhance the walking and cycling path and offer a place to stop and rest along the path.
- The terracing has been designed to complement the landscape character of the Park.
- The illuminated ovals will certainly add to the safety of those moving throughout the park at night, while night oval usage will add to passive surveillance throughout the area.
- SACA have a robust environmental sustainability strategy in place at Gladys Elphick Park, therefore environmental values are at play in all activations at this site.

Links to Adelaide Park Lands Management Strategy Towards 2036



Goal 3 – Natural Systems, Cultural Landscapes and Climate Resilience

- In late 2021, SACA staff met with the Kaurna Yerta Aboriginal Corporation (KYAC) regarding the Eastern Mound Redevelopment and received information pertaining to cultural history of the site, appropriate engagement of suitable Kaurna representatives going forward (should the project proceed), and received positive feedback from KYAC.
- SACA will continue to work with the Kaurna Yerta Aboriginal Corporation (KYAC) in order to incorporate Kaurna cultural heritage into the final designs.
- Materials and architecture of the pavilion reflect the diversity of the Adelaide Park Lands, as does the design of the Eastern mound terracing.
- The environmental sustainability strategy in place at Karen Rolton Oval / Gladys Elphick Park helps to strengthen the Adelaide Park Lands' role in developing a climate-resilient city.
- Increasing the lighting levels at both Oval 1 and Oval 2, Gladys Elphick Park essentially doubles the availability of the playing fields for sports, essentially providing more playing opportunities for greater participation.



SACA

Thank *you*

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Golden Wattle Park / Mirnu Wirra (Park 21 West) - Draft Lease Agreement

Strategic Alignment - Our Community

Public

Tuesday, 4 March 2025
**City Community Services and
Culture Committee**

Program Contact:
Jennifer Kalionis, Associate
Director City Culture

Approving Officer:
Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to seek the approval of Council to provide an exemption to the Adelaide Community Sports and Recreation Association (ACSARA) from securing a lease through an Expression of Interest (EOI) process as required under the Adelaide Park Lands Leasing and Licencing Policy 2016 (the Policy). The report outlines the rationale for considering this exemption.

Further, Council's approval is sought to undertake public consultation on a draft 21-year Park Lands Community Lease Agreement ('Lease Agreement') with the ACSARA for the community sports facilities located at Golden Wattle Park / Mirnu Wirra (Park 21 West).

On 10 December 2024, the City of Adelaide endorsed a Community Building [Concept Design](#) for redeveloping the existing leased Community Building in Park 21 West. The endorsed Concept Design is consistent with the recently adopted [Adelaide Park Lands Community Buildings \(Sport and Recreation\) Policy](#).

The proposed lease term reflects ACSARA's \$2.55m contribution to the Community Building redevelopment, which forms part of the proposed lease area. This co-contribution is contingent on ACSARA being granted a long-term lease for the community sports facilities located at Park 21 West.

The ACSARA currently hold a 12-month lease agreement for the facilities in Park 21 West, which is due to expire on 30 September 2025. At the expiration of a lease agreement, the land and building are legally deemed vacant, and per section 13.1 of the Policy:

'a new lease will be selected by way of Expression of Interest unless there are exceptional circumstances (in which case a Council resolution will be required)'.

This report outlines the statutory public consultation process, parliamentary approval requirements and timeframes in paragraphs 21 to 28.

The foundational elements of the draft Lease Agreement have been developed as per the Adelaide Park Lands Leasing and Licensing Policy (2016) and in consultation with the ACSARA. There will be some immaterial amendments or refinements as the project matures, including the addition of approved Development Plans and maintenance schedules, prior to the execution of the Lease Agreement.

Public consultation findings on the draft Lease Agreement will be presented to City Community Services and Culture Committee in July 2025.

This matter was presented to Kadaltilla / Adelaide Park Lands Authority on 27 February 2025.

RECOMMENDATION

The following recommendation will be presented to Council on 11 March 2025 for consideration

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL THAT COUNCIL

1. Notes that on 10 December 2024, Council endorsed a Community Building Concept Design for Golden Wattle Park / Mirnu Wirra (Park 21 West).
 2. Approves the exemption for the Adelaide Community Sports and Recreation Association, from the requirement to secure a lease through an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.
 3. Approves the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the Adelaide Community Sports and Recreation Association (Lessee) for community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West), as contained in Attachment A to Item 7.3 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 March 2025, for the purpose of public consultation.
 4. Notes that the findings of the public consultation will be presented to the City Community Services and Culture Committee in July 2025.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community This report supports the key action of ‘enabling community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport’.
Policy	The leasing and licensing of community sporting facilities in Golden Wattle Park / Mirnu Wirra (Park 21 West) is consistent with the Adelaide Park Lands Community Land Management Plan. The draft Park Lands Community Lease Agreement (‘Lease Agreement’) has been developed per the Adelaide Park Lands Leasing and Licensing Policy (2016).
Consultation	Public consultation on the draft Lease Agreement will occur over a three-week period per the City of Adelaide’s Community Consultation Policy.
Resource	Public consultation will be undertaken utilising existing resources.
Risk / Legal / Legislative	<u>Local Government Act 1999 (SA)</u> Public consultation on the draft Lease Agreement will occur over a three-week period. <u>Adelaide Park Lands Act 2005 (SA)</u> Subject to public consultation and further consideration by Kadaltilla and Council, the draft Lease Agreement will be placed before both Houses of Parliament for 14 sitting days (concurrently) before execution.
Opportunities	By entering into a 21-year Lease Agreement with the ACSARA, the City of Adelaide will partner with a community organisation to deliver a variety of community sports programs at Park 21 West.
24/25 Budget Allocation	Not as a result of this report
Proposed 25/26 Budget Allocation	The draft Lease Agreement includes lease fees (building rent) and licence fees (outdoor facilities) per the Adelaide Park Lands Leasing and Licensing Policy (2016).
Life of Project, Service, Initiative or (Expectancy of) Asset	The proposed lease term is 21 years.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	A maintenance schedule will inform the maintenance responsibilities for the leased and licensed facilities.
Other Funding Sources	The ACSARA will contribute \$2.55m to redevelop a Community Building that will form part of the proposed lease area.

DISCUSSION

1. The Adelaide Community Sports and Recreation Association (ACSARA) is the Lessee of a Community Building and three playing fields in Golden Wattle Park / Mirnu Wirra (Park 21 West).
2. Following an Expression of Interest (EOI) process, the ACSARA was previously granted a five-year Park Lands Community Lease Agreement for the community sports facilities in Park 21 West. This lease agreement expired on 30 April 2024. The ACSARA currently has a short-term lease agreement expiring on 30 September 2025.
3. The ACSARA delivers valuable recreational and social programs that align with the Park Lands' purpose and the City of Adelaide's (CoA) strategic priorities. Administration estimates that the community sports facilities in Park 21 West are used by 88,000 participants annually, which equates to 1,700 weekly users.

Community Building Redevelopment

4. The existing Park 21 West Community Building was constructed of Besser Block in the 1960s to service a single playing field. Structural issues were identified in 2010.
5. On 10 December 2024, the CoA endorsed a Community Building [Concept Design](#) for redeveloping the existing Community Building in Park 21 West. The endorsed Concept Design reflects the recently adopted [Adelaide Park Lands Community Buildings \(Sport and Recreation\) Policy](#).
6. The Community Building redevelopment will be funded by contributions from CoA (\$3.09m) and ACSARA (\$2.55m). ACSARA's contribution includes a \$1.55m State Government grant.
7. This co-contribution by the ACSARA is contingent on them being granted a long-term lease for the community sports facilities located at Park 21 West.

Section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016

8. The Adelaide Park Lands Leasing and Licensing Policy was endorsed in January 2016. A requirement of the Policy (section 13.1) is to select a new lessee of vacant land and/or building through an Expression of Interest (EOI) process unless there are exceptional circumstances, in which case a Council resolution is required.
9. Exceptional circumstances are reviewed on a case-by-case basis, depending on the particulars of the situation.
10. An assessment has been undertaken to determine if exceptional circumstances exist in this case and key considerations are presented below:
 - 10.1. The ACSARA has been based in Park 21 West for over 35 years.
 - 10.2. The ACSARA proactively sought State Government grant funding of \$1.55m towards redeveloping the existing Community Building in Park 21 West.
 - 10.3. The ACSARA is investing \$1m of its own funds into redeveloping the existing Community Building.
 - 10.4. The ACSARA has collaborated with Administration in the planning for redeveloping the Community Building in Park 21 West.
 - 10.5. Maintaining the ACSARA tenure in Park 21 West ensures ongoing sport and recreational outcomes envisaged by the Adelaide Park Lands Management Strategy and the Community Land Management Plan.
11. Administration is seeking the approval of Council to exempt the ACSARA from the requirement to secure the lease through an EOI process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.

Proposed Lease Agreement – Terms and Conditions

12. Should Council endorse an exemption from the requirement to undertake an EOI process, it is recommended that the following high-level terms and conditions inform a new lease agreement with the ACSARA:
 - 12.1. Term:
 - 12.1.1. The proposed lease term is 21 years, structured as 7+7+7, with the Lessee having the option to exercise its rights to renew a second and third seven-year term.

12.1.2. If the Lessee does not comply with the lease terms, they will forfeit their renewal entitlement. This gives the ACSARA security to realise the benefits of their financial investment while ensuring Council retains oversight of compliance and performance at each renewal stage.

12.2. Building Rent:

12.2.1. \$55 per square metre, discounted by 80% (per Policy for community recreation and sports organisations) and reviewed annually as per the CoA's endorsed Fees and Charges.

12.3. Licence Fees:

12.3.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.

12.4. Permitted Use:

12.4.1. Community sport and associated community development (not-for-profit) activities.

13. **Attachment A** contains a draft 21-year Park Lands Community Lease Agreement ('Lease Agreement') with the ACSARA for the community sports facilities located at Park 21 West. The foundational elements of the draft Lease Agreement have been developed as per the Adelaide Park Lands Leasing and Licensing Policy (2016) and in consultation with the ACSARA. There will be some immaterial amendments or refinements as the project matures, including the addition of approved Development Plans and maintenance schedules, prior to the execution of the Lease Agreement.
14. The proposed 21-year term reflects ACSARA's \$2.55m contribution to redeveloping the existing Community Building, which forms part of the proposed lease area.
15. On 10 November 2020, following an extensive stakeholder and community engagement process, Council adopted a new Community Land Management Plan for Park 21 West, incorporating a Concept Plan to inform the enhancement of a community sporting hub within this park. This Concept Plan is referenced in the latest Adelaide Park Lands [Community Land Management Plan](#). The draft Lease Agreement contains a lease plan that allows for expansion of the playing field areas, consistent with the Concept Plan.

Lease Consultation

16. Public consultation on the draft Lease Agreement will occur over a three-week period per the CoA's Community Consultation Policy, in March and April 2025.
17. The public consultation process will include:
- 17.1. Publication of public notices (Government Gazette and The Advertiser).
- 17.2. Information on the City of Adelaide website.
- 17.3. Copies of the draft Lease Agreement available for viewing at all CoA libraries and community centres.
18. Findings of the public consultation will be presented to Kadaltilla and Council in June and July 2025 respectively.
19. If supported and subject to any amendments, the draft Lease Agreement will be laid before both Houses of Parliament for 14 sitting days (concurrent) per the *Adelaide Park Lands Act (2005)*.

Kadaltilla / Adelaide Park Lands Authority

20. This matter was presented to Kadaltilla / Adelaide Park Lands Authority on 27 February 2025.

Next Steps

21. Subject to Council approval, Administration will conduct public consultation for three weeks in March and April 2025.
22. The findings of the public consultation will be presented to the City Community Services and Culture Committee in July 2025.
23. If supported and subject to any amendments, the draft Lease Agreement will be laid before both Houses of Parliament for 14 sitting days with an obligation for the Presiding Member of each House to lay a copy before the respective House within six sitting days of receiving.
24. There are 21 sitting days from August to November (inclusive). If the Lease Agreement is submitted by the end of July 2025, the last legislative process is anticipated to be completed by the end of November 2025.
25. The ACSARA's existing Lease Agreement will end on 30 September 2025 and the Administration will arrange under delegation for a short-term Lease Agreement until the legislative process outlined in paragraphs 23 and 24 is completed.

26. Executing a long-term lease is critical to delivering this Community Building redevelopment project in Park 21 West. In the interim, Administration is working with the ACSARA to progress with the detailed design phase, with the intention to commence construction in early 2026.
27. To meet this construction start date, a lease agreement must be in place by December 2025 at the latest.
28. Detailed designs for the Community Building will be presented to Kadaltilla and Council before tender documents are issued for construction.

ATTACHMENTS

Attachment A – Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West)

- END OF REPORT -



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORT AND RECREATION ASSOCIATION INC,

(Lessee)

[Portion of Golden Wattle Park / Mirnu Wirra (Park 21 West)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 (“Act”)

This Lease is exempt from the application of the Act pursuant to an exemption granted under section 77(1) of the Act by the Minister for Business Services and Consumers on 28 December 2011.

Schedule

Item 1 Leased Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 2 Initial Term	Seven (7) years commencing on 1 October 2025 (Commencement Date) and expiring at midnight on 30 September 2032	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2032 and expiring at midnight 30 September 2046	
Item 4 Lease Fee	Six thousand four hundred and thirteen dollars and no cents (\$6,413.00) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated at 583sqm x \$55 per sqm less 80% as per Park Lands Leasing and Licensing Policy (2016)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Review Dates 1 July annually	Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Five thousand, six hundred and eleven dollars and thirteen cents (\$5,611.13) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated on 7.1ha of open playing fields maintained by the Lessee. These fees are re-set annually on 1 July.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Review Dates 1 July annually	Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Leased Premises Permitted Use	Club rooms in association with community sports and related community development activities	

Item 7 Times of Use	Monday to Sunday (inclusive) 6am to 12 midnight
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination
Item 9 Licence Area Permitted Use	Playing of community sports and related community development activities
Item 10 Special Conditions	1. External Public Toilets 1.1 Without limiting clause 8.1 and 8.4 of this Lease, the Lessee acknowledges and agrees that the External Public Toilets will on practical completion (to Council's reasonable satisfaction) become public toilets (for the general public's access and use as determined by Council) and the Council will be responsible for all general maintenance, repair, consumables, outgoings and cleaning (for so long as they remain public toilets). 1.2 The Lessee will report (if and as soon as it becomes aware) any damage of the External Public Toilets to the Council so that the damage may be assessed and Council may coordinate timely repair. 1.3 The Lessee acknowledges and agrees Council may install a remote security locking or similar system to the External Public Toilets. 2. Adjacent Areas** 2.1 In addition to any other terms of this Lease, the Lessee acknowledges and agrees the Lessee is responsible at the Lessee's cost to keep and maintain the landscape elements and features (including all plantings and vegetation) depicted or featured in the Concept Design and licensed area in good repair and in a clean and tidy state and condition. (**subject to final Development Approval plans). 3. Lease Fee and Licence Fee 3.1 Until such time that the existing Leased Premises (existing building) cannot be occupied by the Lessee, the Lease Fee will be \$4,125 per annum (exclusive of GST). 3.2 Upon the Lessee occupying the redeveloped Premises (as per the Concept Design), the Lease Fee will be as per Item 4 of the Schedule.

3.3 The Lessee shall not be required to make any Lease Fee payments for the period of time in which both the existing Leased Premises (existing building) and the redeveloped Leased Premises (new building) are unavailable, provided the Lessee continues to pay all other fees, rates and taxes during this time.

4. Compensation

4.1 The Lessee will not be entitled to any claim for compensation arising from the termination of the Lease under clause 14 or clause 25.13 (or clause 18.2 on default) unless occurring within the first fourteen (14) years of this agreement.

4.2 If the Lease is terminated under clause 14 or clause 25.13 (or clause 18.2 on default) during the first fourteen (14) years of this agreement, the Council must pay the Lessee compensation having regard to the financial contribution by the Lessee to the redeveloped Premises (at the time of project completion).

4.3 The compensation payable by the Council to the Lessee will be calculated by applying the following formula:

$$\begin{array}{rcl} \text{Lessee's} & & 14 - (\text{no. of years since the lease was executed}) \\ \text{financial} & \times & \hline \text{contribution} & & 14 \end{array}$$

e.g.

$$\begin{array}{rcl} & & 14 - (7 \text{ years since the lease was executed}) \\ \$1,000,000 & \times & \hline & & 14 \\ & & \\ = \$500,000 & & \end{array}$$

PARTIES

THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, King William Street, Adelaide SA 5000 (**Council**)

and

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC. of c/- 45 Fyfe Avenue, Torrens Park SA 5062 (**Lessee**)

BACKGROUND

- A. The Council has the care, control and management of the Park Lands.
- B. The Lessee has requested a lease to occupy the Premises for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA) and the *Adelaide Park Lands Act 2005*.
- D. The Council and Lessee wish to record the terms of their agreement in this lease.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

Agreed Consideration means the Lease and Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this lease (other than tax payable under clause 20).

Building means the interior and exterior of all present and future improvements on the Premises and includes all Services and all other conveniences, services, amenities and appurtenances of in or to the Building.

Commencement Date means the commencement date described in Item 2 of the Schedule.

Concept Design means the 'Park 21W Clubroom Concept Design' approved by Council on 10 December 2024.

Contamination means the presence in, on or under land, air or water of a substance (solid, liquid or gel) or matter at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality being a presence that presents a risk of harm to human health or the Environment, or results in a non-compliance with or breach of any Environmental Law (and **contaminant**, **contaminated** and **contaminate** have a corresponding meaning).

Council means the party described as 'Council' in this lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and available for use by the Lessee.

Default Rate means 2% per annum above the Local Government Finance Authority Cash Advance Debenture Rate.

Dispute means a dispute between the Council and the Lessee in relation to this Lease.

Environment includes:

- (a) land, air and water;
- (b) any organic or inorganic matter and any living organism; and
- (c) human made or modified structures and areas.

Environmental Law means any Statutory Requirement that deals with an aspect of the Environment or health whether made before or after the Commencement Date.

GST has the meaning given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 2 of the Schedule.

Kadaltilla means the Kadaltilla / Adelaide Park Lands Authority established under the *Adelaide Park Lands Act 2005 (SA)*, and any other relevant body from time to time.

Lease Fee means the lease fee described in Item 4 of the Schedule.

Lease Fee Review Date means each date described in Item 4A of the Schedule.

Lease Fee Review Method means the relevant method of reviewing the Lease Fee in Item 4 A of the Schedule for any Review Date.

Legislation includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Lessee means the party described as 'Lessee' in this lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

Lessee's Equipment means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Lessee.

Licence means the licence granted under clause 25.

Licence Area means the area described in Item 1A of the Schedule.

Licence Area Permitted Use means the permitted use of the Licence Area described in Item 9 of the Schedule.

Licence Fee means the licence fee described in Item 5 of the Schedule.

Licence Fee Review Dates each date described in Item 5A of the Schedule.

Licence Fee Review Methods each date described in Item 5A of the Schedule.

Maintenance Schedule means the Maintenance Schedule at Annexure CC.

Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises and/or Building.

Park Lands means the Adelaide Park Lands as defined in the Park Lands Act.

Park Lands Act means the *Adelaide Park Lands Act (SA) 2005*.

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 6 and Item 9 of the Schedule.

Premises means the premises described in Item 1 of the Schedule including all present and future improvements thereon and the Council's Equipment.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Park Lands or Premises and includes water and sewer charges, council rates, emergency services levy.

Renewal Term/s means the term/s (if any) of renewal or extension in Item 3 of the Schedule.

Services means all services (including gas, electricity, water, sewerage, fire control systems, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Premises or Building supplied by any authority, the Council or any other person the Council authorises.

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

Statutory Requirements means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

Times of Use means the periods/times that the Lessee may use the Premises and Licence Area set out in Item 7 of the Schedule:

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in Annexure B prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this lease.

3. LEASE FEE

3.1 Payment of Lease Fee

The Lessee must pay the Lease Fee by equal monthly instalments in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Instalment

If a Lease Fee instalment period is less than a month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

4. REVIEW OF LEASE FEE

The Lease Fee is reviewed annually in accordance with Item 4A of the Schedule by the Council as part of the review of Council's schedule of fees and charges for the Park Lands.

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or relating to the Lessee's use or occupation of the Premises.

5.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.2 Payment of Outgoings

5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

5.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.3 Power and other utilities

5.3.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.

5.3.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, the Lessee must install the meter at its own cost.

5.3.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 2012* (SA) and any other applicable electricity laws.

6. USE OF PREMISES

6.1 Permitted Use

The Lessee may use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 Park Lands

Subject to the terms of this lease, the Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and Kadaltilla with respect to the use and occupation of the Premises (being part of the Park Lands).

6.3 Offensive activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.4 Use of facilities

6.4.1 The Lessee must ensure that the Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

6.4.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

6.5 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including the *Work Health and Safety Act 2012* (SA) and the *Food Act 2001*) relating to the Lessee's use and occupation of the Premises, as well as the Permitted Use.

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent.

6.6.2 The Lessee must not allow any activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997* (SA) without the Council's consent.

6.7 Gaming Machines and gambling

The Lessee must not install or operate gaming machines on the Premises nor promote or allow any gambling related activities on the Premises.

6.8 Signs

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

6.9 Dangerous equipment and installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and must not install or bring onto the Premises:

- 6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

The Lessee must, at its cost, comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

6.11 Security

The Lessee must keep the Building(s) securely locked at all times when the Building(s) are not occupied and must provide a key, alarm codes and fobs and any other items required for access to the Premises to the Council.

6.12 No vehicles

The Lessee must not or allow any other person to drive, ride or park any vehicle on or over any part of the Park Lands without the consent of Council.

6.13 No warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;

- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

7.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 7.3.3 not vary, allow to lapse or cancel any insurance policy without the Council's consent;
- 7.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

7.4 Insurance affected

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 7.4.1.2 increase the premium for that insurance.
- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must

reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.

- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

- 8.1.1 The Lessee must, at its cost, keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Services situated within the Premises in accordance with the Maintenance Schedule.
- 8.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise in the Maintenance Schedule or if relating to any alterations to the Premises made by the Lessee in accordance with clause 8.2.
- 8.1.3 The Council may update or amend the Maintenance Schedule at its discretion, acting reasonably, and must provide the Lessee with a copy of the updated or amended Maintenance Schedule.
- 8.1.4 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 8.1.5 If the Council so requires, the Lessee must promptly repair any damage to the Premises or Building caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.
- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.

- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

The Lessee must refurbish the Premises on or before each date specified in Item 8 of the Schedule and in accordance with the following requirements:

- 8.3.1 clean and repair all surfaces to be redecorated;
- 8.3.2 paint or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 8.3.3 comply with all Lessee responsibilities listed in the Maintenance Schedule.

8.4 Cleaning

The Lessee must:

- 8.4.1 keep the Premises clean and tidy;
- 8.4.2 keep the Premises free of weeds and keep any vegetation, lawns or garden on the Premises maintained in an attractive state;
- 8.4.3 arrange the removal of any graffiti from any surface within the Premises; and
- 8.4.4 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company.

9. ENVIRONMENT

9.1 Environmental obligations

- 9.1.1 The Lessee must not do anything that causes Contamination or is likely to cause Contamination to the Premises or the Environment in contravention of any Environmental Law.
- 9.1.2 The Lessee must perform at its cost any environmental remediation works required as a result of a breach by the Lessee of this clause.

9.2 Indemnity

Without limiting clause 19, the Lessee indemnifies the Council against any claims for any loss as a result of or contributed to by any breach of an Environmental Law by the Lessee.

9.3 Termination

This clause 9 survives termination or the expiration of this lease.

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

10.1.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to make the Premises and the Licence Area available (including by sub-leasing or casual hiring) for use during the Term by non-for-profit community groups and organisations when not in use by the Lessee.

10.1.2 The Lessee further acknowledges and agrees:

10.1.2.1 Council will direct any enquires from any non-for-profit community organisations and groups to the Lessee to manage these requests.

10.1.2.2 The Lessee must provide a contact person for managing enquiries for use of the improvements and maintain a register of the requests including details of available use (including names, dates and times); and

10.1.2.3 that the fees charged for any sublease or hiring out the Premises or Licence Area under this clause must be consistent with the Council's relevant leasing and licensing policies, and must be proportionate to the times of use granted and the Lessee's own fees and costs, and not for the purpose of making a profit

10.1.2.4 If requested by Council the Lessee must meet with Council (but not more frequently than once a year) to review the register of the requests (including sub-leasing and hiring arrangement) and evaluate the details of available use.

10.1.2.5 If Council (acting reasonably) is of the view that the Lessee has not made the Premises or Licence Area sufficiently available as required by this clause, the Council may require

the Lessee to submit a plan to increase the level of community access.

- 10.1.2.6 It will be a breach of this Lease (after notice) if the Lessee fails to submit a plan or, after submitting the plan, fails to comply with the plan required to give effect to this condition.

10.2 Assignment

- 10.2.1 The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 10.2.2 If the Lessee requests that the Council consent to any assignment, transfer or other dealing the Lessee must comply with Council's procedural requirements for dealing with the request.

10.3 Costs

The Lessee and the Council will bear its own costs incurred (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

11. LESSEE GOVERNANCE

Annually, on each anniversary of the Commencement Date during the Term, the Lessee must provide to the Council a copy of the Lessee's annual reports (including minutes and financial reports), maintenance reports and subletting agreements, if requested by the Council.

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this lease, the Lessee may occupy the Premises during the Term without interference from the Council.

12.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee 14 days' notice:

- 12.2.1 to see the state of repair of the Premises;
- 12.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 12.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.2.4 to show prospective lessees through the Premises.

12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Premises or Building; and
- 12.3.2 prevent the Lessee from entering the Premises or Building.

12.4 Works and restrictions

12.4.1 The Council may:

- 12.4.1.1 install, use, maintain, repair, alter, and interrupt Services;
- 12.4.1.2 carry out works on the Park Lands or Building (including extensions, renovations and refurbishment); and
- 12.4.1.3 close (temporarily or permanently) and restrict access to any part of the Park Lands.

12.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises and Licenced Area, and where practical provide reasonable notice to the Lessee of any proposed activities contemplated by clause 12.4.1.

12.5 Right to rectify

The Council may at the Lessee's cost do anything which the Lessee should have done under this lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

12.6 Park Lands Events

- 12.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Premises may not be available for use and occupation as a result of public or special events to be held in the Park Lands.
- 12.6.2 The Lessee may not make any claim against the Council arising from or in connection with any public or special events or the Premises not being available for the Lessee's use and occupation.
- 12.6.3 The Lessee will not be required to make any payments on account of instalments of the Lease Fee for the period the Premises is not

available for use by the Lessee as a consequence of any public or special event.

13. TERMINATION FOR DAMAGE OR DESTRUCTION

- 13.1 If the Premises are destroyed or are damaged so that they are unfit for the Lessee's use then, within three (3) months after the damage or destruction occurs, the Lessee must give the Council a notice either:
- 13.1.1 terminating this Lease (on a date at least one (1) month after the Lessee gives notice); or
 - 13.1.2 advising the Council that the Lessee (at the Lessee's costs) intends to repair or replace the Premises so that the Lessee can occupy and use the Leased Area.
- 13.2 If the Lessee gives a notice under clause 13.1 but does not carry out the intention within a reasonable time, the Council may give notice to the Lessee that the Council intends to end this Lease if the Lessee does not complete the required works within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Lessee does not comply with the Council's notice under clause 13.2, the Council may terminate this Lease by giving the Lessee not less than one (1) month's notice without any Claim by the Lessee against the Council.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 14.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council or a Statutory Authority that includes the Park Lands, or for any other reason, the Council or a Statutory Authority wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

15. DISPUTES RESOLUTION

15.1 Dispute

- 15.1.1 A party to a Dispute must comply with this clause before starting arbitration or court proceedings (except proceedings for interlocutory relief).

15.2 Notice of Dispute

- 15.2.1 A party raising a Dispute must give the other parties to the Dispute notice setting out details of the Dispute.

15.3 Effort to resolve

- 15.3.1 For twenty (20) Business Days after the notice in clause 15.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

15.4 Mediator

- 15.4.1 If the parties cannot resolve the Dispute under clause 15.3 within that period, they must refer the Dispute to a mediator.
- 15.4.2 If, within a further twenty (20) Business Days, the parties to the Dispute do not agree on a mediator, a party to the Dispute may ask the chairman of the Resolving Body to appoint a mediator.
- 15.4.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.
- 15.4.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

15.5 Confidentiality

- 15.5.1 Each party:
 - 15.5.1.1 must keep confidential any information or documents disclosed in the dispute resolution process; and
 - 15.5.1.2 may use that information or those documents only to try to resolve the Dispute.

15.6 Cost of dispute

- 15.6.1 Each party to a Dispute must pay its own costs of complying with this clause.

15.7 Breach of dispute clause

- 15.7.1 If a party to a Dispute breaches this clause, the other parties to the Dispute do not have to comply with this clause in relation to the Dispute.

16. RENEWAL

- 16.1 If a right of renewal or first right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.
- 16.2 If a second right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the first Renewal Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.
- 16.3 The Lessee is not entitled to renew this lease if:
- 16.3.1 the Lessee is in breach of this lease at the time of giving that notice; or
 - 16.3.2 the Lessee is in breach or commits a breach of this lease after giving that notice but before the commencement of the first or second Renewal Term (as applicable).

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

17.2 Handover of possession

Before this lease comes to an end, the Lessee must (if required to do so by the Council):

- 17.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 17.2.2 no later than one (1) month before this lease comes to an end, provide the Council with a written summary of all alterations and additions the Lessee made to the Premises, whether those alterations and additions were authorised by the Council or not;
- 17.2.3 remove and reinstate any alterations or additions made to the Premises by the Lessee unless otherwise specified by the Council;
- 17.2.4 refurbish the Premises as required under clause 8.3; and

- 17.2.5 complete any repairs which the Lessee is obliged to carry out under this lease.

17.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

17.4 Holding over

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

- 17.4.1 either party may terminate on one month's notice given at any time; and
- 17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

- 18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:
 - 18.1.1.1 in an emergency; or
 - 18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- 18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

- 18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or
- 18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

- 18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and
- 18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

18.4 Interest on overdue amounts

If the Lessee does not pay an amount when it is due, the Lessee must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

19. INDEMNITY AND RELEASE

19.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

19.2 Indemnity

The Lessee is liable for and must indemnify the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

19.2.1 any act or omission of the Lessee;

19.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

19.2.3 a breach of this lease by the Lessee.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

19.4 Indemnities are independent

Each indemnity is independent from the Lessee's other obligations and continues during this lease and after this lease ends.

20. GOODS AND SERVICES TAX

20.1 If the Council is liable to pay GST in connection with a supply under this lease then:

20.1.1 the Agreed Consideration for that supply is exclusive of GST;

20.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

20.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

- 20.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 20.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

21. RESUMPTION

The Council may terminate this lease by giving at least six (6) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or the Park Lands (or any part of the Building or the Park Lands affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

22. MISCELLANEOUS

22.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

22.2 Waiver

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this lease.

22.3 Exercise of power

- 22.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.
- 22.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

23. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

24. COSTS

On request, the Lessee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

25. LICENCE

For the purpose of this clause:

'buildings, fixtures, fittings or structures' includes all drains, pipes, fencing, goal posts, manholes, reticulation equipment, all electrical equipment (including floodlights) and similar services (and in cases where tennis courts form the whole or part of the Licence Area will also include all court surfaces, perimeter fencing, net posts and perimeter access gates).

25.1 Grant of Licence

The Council grants to the Lessee a licence during the Term to use the Licence Area for the Licence Area Permitted Use during the Times of Use.

25.2 Term of Licence

The Licence will (while the Lessee named in this lease is the lessee in occupation of the Premises) continue (subject to this clause) until the end of the Term or the sooner surrender or determination of this lease.

25.3 Licence Fee

25.3.1 The Lessee must pay the Licence Fee by equal annual instalments in advance on the Commencement Date and then on 1 July during each year of the Term.

25.3.2 If the Commencement Date is not 1 July, then the first and last payment will be adjusted based on the number of days from the Commencement Date to 30 June next and the number of days in the relevant year.

25.3.3 The Licence Fee is reviewed annually in accordance with Item 5A of the Schedule by the Council as part of the review of Council's schedule of fees and charges for the Park Lands.

25.4 Licence Area Permitted Use

The Lessee must not use or permit the Licence Area to be used other than for the Licence Area Permitted Use and only during the Times of Use.

25.5 Rates and utilities

25.5.1 The Lessee must pay or reimburse the Council for all rates, taxes, levies or other charges (including Council rates assessed by the Council as a Statutory Authority) arising from the grant of this licence or in respect of the Licence Area.

25.5.2 The Lessee must pay or reimburse the Council as and when due for payment or if required by the Council then within seven (7) days of demand all costs, fees and charges for the provision of:

25.5.2.1 electricity, water, gas, oil and other energy or fuels supplied to and consumed in the Licence Area; and

25.5.2.2 telephone, facsimile and other communication services, waste disposal in respect of the Licence Area and all other utility services supplied to or consumed in or on in respect of the Licence Area;

whether supplied by the Council or any other person.

25.6 Insurance

The Lessee must ensure that any insurance policies required to be effected and maintained by the Lessee under clause 7 of this lease extend (to the extent applicable) to cover the Licence Area, the use of the Licence Area and any buildings, fixtures, fittings or structures erected or placed on the Licence Area.

25.7 No assignment or subletting

The Lessee must not assign, transfer, sublicense or otherwise deal with the Lessee's rights under this Licence without the consent of the Council.

25.8 Improvements

25.8.1 The Lessee must not erect, fix or place any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area without the consent of the Council.

25.8.2 Any buildings, fixtures, fittings or structures erected, fixed or placed (by whatever means) upon the Licence Area will unless otherwise agreed remain until the end of the term of this licence the property of the Lessee but may not be removed from the Licence Area without the consent of the Council.

25.9 Maintenance of improvements

The Lessee must maintain and repair any buildings, fixtures, fittings or structures erected fixed or placed in, on or under the Licence Area in good and safe repair and condition as determined by Council.

25.10 Events on Park Lands within Licence Area

25.10.1 Council may (in accordance with its events management policies (as amended from time to time)) grant approval to others to hold events within the Licence Area on terms determined by the Council.

25.10.2 Subject to clause 25.10.3, the Lessee may not make any claim for any loss or interruption arising from any such approval or being required to relocate to an alternate licence area for the duration of the event.

25.10.3 Where the event to be held in the Park Lands is proposed by Council (Council Event) and that such a Council Event will restrict

or prevent the Lessee's occupation and use of the Licence Area, the Council must:

25.10.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months' notice of any Council Event;

25.10.3.2 keep and maintain the Licence Area in good condition and repair and promptly rectify any damage to the Licence Area during the Council Event; and

25.10.3.3 repair any damage to the Licence Area to restore and make good any damage to the condition existing prior to the Council Event.

25.10.4 The Lessee will not be required to make any payments on account of instalments of Lease and Licence Fees for the period the Licence Area is not available for use by the Lessee as a consequence of any Council Event.

25.10.5 The Lessee acknowledges and agrees that this clause does not apply to impose any obligations on the Council or confer any rights upon the Lessee if any public, major or special event in or affecting the Park Lands and the Licence Area is not a Council Event.

25.11 To obey policies and direction

The Lessee must comply with and cause to be complied with all Council policies, directions, rules and by-laws from time to time regarding the Licence Area or the Licence Area Permitted Use including Council's "Adelaide Park Lands Leasing and Licensing" policy (or any update or replacement policy (from time to time)).

25.12 Public access and membership

The Lessee must allow unrestricted public access to those playing fields and surfaces within the Licence Area at all times when the Lessee is not using them.

25.13 Relocation

The Council will have the right where in the opinion of the Council there exists a valid commercial reason so to do at any time during the duration of this Licence to relocate the Lessee to another location on the Park Lands provided that the Council will have given not less than six (6) months' notice of its intention to the Lessee.

25.14 Nature of licence

The rights granted by the licence conditions in this clause do not create in or confer upon the Lessee any tenancy or any estate or interest in the Licence Area. The rights granted do not confer upon the Lessee any right of exclusive use or occupation and the Council may from time to time exercise all rights

which may include the use and enjoyment of the whole or any part of the Licence Area.

25.15 No warranty

The Council makes no warranty or representation regarding the suitability of the Licence Area including any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area (whether erected fixed or placed by the Council, any previous licence holder or any other person) for the Licence Area Permitted Use or any other purpose.

25.16 Interpretation

Unless the contrary intention appears:

25.16.1 a breach of the terms of this Licence will be an event of default under this lease; and

25.16.2 all of the "Lessee's covenants" and the Council's rights in this lease are deemed to be incorporated into this Licence as if they were specifically set out in this Licence (including any terms or requirements for Council's consent) so that "Premises" in the lease terms will mean "Licence Area" (as defined in this clause) and the Lessee agrees to observe and perform all of the "Lessee's" covenants and be subject to the Council's rights in relation to the Licence Area.

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised
representative of **THE CORPORATION
OF THE CITY OF ADELAIDE** under
delegation pursuant to section 44 of the
Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
Position of Authorised Representative (print)

**THE COMMON SEAL of ADELAIDE
COMMUNITY SPORTS AND
RECREATION ASSOCIATION INC.
was affixed in the presence of;**

)
)
)

.....
Chairperson/Vice Chairperson

.....
Committee/Board Member

.....
Name

.....
Name

Annexure A Lease and Licence Plan



**Annexure B Approved Building Design and Landscape (Development Approval)
Plans**

To be inserted

Annexure C Maintenance Schedule

The following list of maintenance responsibilities will take priority over any related provisions of the lease to the extent of any ambiguity or conflict.

To be inserted