



COUNCIL

Agenda and Reports

for the meeting on

Tuesday, 8 July 2025

at 6.30 pm

in the Council Chamber, Adelaide Town Hall

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Our Adelaide.
Bold.
Aspirational.
Innovative.

Members: The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith (Presiding)
 Deputy Lord Mayor, Councillor Martin
 Councillors Abrahamzadeh, Couros, Davis, Giles, Martin, Dr Siebentritt and Snape

Agenda

Item	Pages
1. Acknowledgement of Country The Lord Mayor 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. Acknowledgement of Colonel William Light The Lord Mayor will state: ‘The Council acknowledges the vision of Colonel William Light in determining the site for Adelaide and the design of the City with its six squares and surrounding belt of continuous Park Lands which is recognised on the National Heritage List as one of the greatest examples of Australia’s planning heritage.’	
3. Prayer The Lord Mayor will state: ‘We pray for wisdom, courage, empathy, understanding and guidance in the decisions that we make, whilst seeking and respecting the opinions of others.’	
4. Pledge The Lord Mayor will state: ‘May we in this meeting speak honestly, listen attentively, think clearly and decide wisely for the good governance of the City of Adelaide and the wellbeing of those we serve.’	
5. Memorial Silence The Lord Mayor will ask all present to stand in silence in memory of those who gave their lives in defence of their Country, at sea, on land and in the air.	
6. Apologies and Leave of Absence Nil	
7. Confirmation of Minutes - 24/6/2025 That the Minutes of the meeting of the Council held on 24 June 2025, be taken as read and be confirmed as an accurate record of proceedings. View public 24 June 2025 Minutes.	
8. Declaration of Conflict of Interest	

9.	Deputations	
	Granted at time of Agenda Publication – 3/7/2025	
	Nil	
10.	Petitions	
	Nil	
	Recommendation/Advice from Committee/s	
11.	Advice of the Kadaltilla/ Adelaide Park Lands Authority 26 June 2025	4 - 7
12.	Recommendations of the City Community Services and Culture Committee - 1 July 2025	8 - 113
13.	Recommendation of the City Planning, Development and Business Affairs Committee - 1 July 2025	114 - 148
14.	Reports for Council (Chief Executive Officer's Reports)	
	Nil	
15.	Lord Mayor's Reports	
16.	Councillors' Reports	
17.	Motions on Notice	
	17.1 Councillor Martin - MoN - New E-scooter and Personal Mobility Device Regulations	149 - 151
18.	Motions without Notice	
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	19.1 Councillor Martin - QoN - Davis Vs The Corporation of The City of Adelaide	152
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20.	Questions without Notice	
21.	Exclusion of the Public	154 - 156
	In accordance with sections 90(2),(3) and (7) of the <i>Local Government Act 1999 (SA)</i> Council will consider whether to discuss in confidence the reports contained within section 22 of this Agenda.	
22.	Confidential Reports for Council (Chief Executive Officer's Reports)	
	22.1 Appointment of Member to the Brown Hill and Keswick Creeks Stormwater Board [S90(3) (a)]	157 - 162
23.	Closure	

Advice of the Kadaltilla/ Adelaide Park Lands Authority 26 June 2025

Tuesday, 8 July 2025
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) is the principal advisor to both the Council and the State Government on the protection, management, enhancement and promotion of the Adelaide Park Lands.

This report presents the advice from Kadaltilla in response to Board deliberations at its meeting held on 26 June 2025 on the following matter:

- 5.2 - 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation
- 5.5 - Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings
- 5.6 - South Park Lands Creek – Open Channel Stormwater Projects

RECOMMENDATION

THAT COUNCIL

1. Notes the advice of the Kadaltilla / Adelaide Park Lands Authority from the meeting of the Board held on 26 June 2025, contained in Item 11 on the Agenda for the meeting of the Council held on 8 July 2025 in relation to:
 - 1.1. 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation
 - 1.2. Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings
 - 1.3. South Park Lands Creek – Open Channel Stormwater Projects

DISCUSSION

1. Kadaltilla met on 26 June 2025, deliberating on the following matters:
 - 1.1. 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation
 - 1.2. Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings
 - 1.3. South Park Lands Creek – Open Channel Stormwater Projects
 - 1.4. Adelaide Aquatic Centre Redevelopment Update
2. The Agenda and Minutes for the Kadaltilla Board meeting can be viewed [here](#).
3. Kadaltilla resolved as follows in relation to:
 - 3.1. Presiding Member Report (verbal) - Motion without Notice

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY:

1. Authorises the Presiding Member to write to the Premier and the Minister to express the Board's concerns regarding the *North Adelaide Public Golf Course Bill 2025*. The Board notes that the Bill overrides existing legislation, including the *Adelaide Park Lands Act 2005*, and raises particular concerns about:
 - 1.1 the lack of clarity regarding potential impacts on public access
 - 1.2 the significant loss of regulated and significant trees
 - 1.3 the impact of built form and infrastructure
 - 1.4 the possible provision for tourist or residential accommodation on the Adelaide Park Lands and
 - 1.5 the lack of consultation with Kadaltilla / Adelaide Park Lands Authority in the process
 2. Strongly urges the Minister to engage with all the considerations the City of Adelaide puts forward as part of the consultation clause considered in the *North Adelaide Public Golf Course Bill 2025*.
 3. Requests the Minister to consult with Kadaltilla / Adelaide Park Lands Authority in the development of the North Adelaide Public Golf Course
- 3.2. Item 5.2 - 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES THE STATE GOVERNMENT AND COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the Declaration of the proposed Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the 2025 bp Adelaide Grand Final event, as contained in this report.
2. Authorises the Presiding Member to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Kadaltilla with its feedback to the 2025 bp Adelaide Grand Final consultation as follows:
 - 2.1. Work collaboratively to pursue greening and tree canopy increase in Victoria Park / Pakapakanthi (Park 16) in line with the Master Plan.
 - 2.2. Ensure the use of or the reinstatement of permeable pathways.
 - 2.3. Request further exploration to increase access to the bikeways and pathways and further promote access considerations to members of the public, during the Prescribed Works Period.
 - 2.4. Investigates legacy infrastructure in keeping with the Victoria Park Master Plan and intentions of the Adelaide Park Lands Management Strategy.
 - 2.5. Investigate opportunities to enhance year round commercial activation of Park Land tenancies
 - 2.6. Ensure community concerns around impact or damage to public realm are addressed.

3. Notes that Kadaltilla / Adelaide Park Lands Authority's advice will be presented to the City Community and Culture Committee on Tuesday 1 July 2025.

Original Recommendation as printed in the Audit and Risk Committee Agenda

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES THE STATE GOVERNMENT AND COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. *Notes the Declaration of the proposed Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the 2025 bp Adelaide Grand Final event, as contained in this report.*
2. *Authorises the Presiding Member to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Kadaltilla with its feedback to the 2025 bp Adelaide Grand Final consultation as follows:*
 - 2.1 *Work collaboratively to pursue greening and tree canopy increase in Victoria Park / Pakapakanthi (Park 16) in line with the Master Plan.*
 - 2.2 *Ensure the use of or the reinstatement of permeable pathways.*
 - 2.3 *Request further exploration to increase access to the bikeways and pathways and further promote access considerations to members of the public, during the Prescribed Works Period.*
 - 2.4 *Investigates legacy infrastructure in keeping with the Victoria Park Master Plan and intentions of the Adelaide Park Lands Management Strategy.*
3. *Notes that Kadaltilla / Adelaide Park Lands Authority's advice will be presented to the City Community and Culture Committee on Tuesday 1 July 2025.*

3.3. Item 5.5 - Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the findings of the public consultation on the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment A to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.
2. Notes the tracked changes to the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association in response to public Kadaltilla / Adelaide Park Lands Authority Meeting – Agenda - Thursday, 26 June 2025 consultation as contained in Attachment B to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.
3. Supports the 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment C to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025, for the purpose of being placed before both Houses of Parliament.
4. Supports the Detailed Design of the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment D to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.

3.4 Item 5.6 - South Park Lands Creek – Open Channel Stormwater Projects

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Supports the preferred concept design options for Pelzer Park / Pityarilla (Park 19) - Option 2 (Riffles and Bank Rehabilitation) and Blue Gum Park / Kurangga (Park 20) - Option 3 (Channel realignment and backfilling) through to detailed design, as contained in Attachment A to Item 5.6 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.

2. Notes that the Administration will provide further updates to Kadaltilla as the design progresses.
- 3.5 Item 6.1 - Adelaide Aquatic Centre Redevelopment Update
- That the Kadaltilla / Adelaide Park Lands Authority:
1. Notes the Total Fixed Price Contract of \$14,144,480 (GST Exclusive) for the Council Funded Works for the Adelaide Aquatic Centre Development in Denise Norton Park / Pardipardinyilla (Park 2).
 2. Notes the correspondence received from the Clerk of the House of Assembly, Mr Rick Crump (Attachment A) and the Clerk of the Legislative Council, Mr Chris Schwarz (Attachment B) confirming that the 42-Year Park Lands Lease was tabled in both Houses of Parliament on 6 March 2025, and that no Notice of Motion for a disallowance of the grant of lease – pursuant to section 21 of the Adelaide Park Lands Act 2005 – was given in either House of Parliament before the time for such a resolution ended on 4 June 2025.
 3. Notes the ongoing work of Administration, which includes:
 - 3.1. future engagement with Barton Terrace West residents on a proposed tree planting plan (during Q1 of 2025-26); and
 - 3.2. the development of a landscape design for the open space and tree buffer zone south of the Adelaide Aquatic Centre and adjacent Barton Terrace West and a report back to Council.
 4. Notes the community oval renders as contained in Attachment C to Item 6.1 [Adelaide Aquatic Centre Redevelopment Update] on the Agenda for the meeting of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.

DATA AND SUPPORTING INFORMATION

[Link 1](#) – Agenda for Kadaltilla / Adelaide Park Lands Authority Thursday 26 June 2025

ATTACHMENTS

Nil

- END OF REPORT -

Recommendations of the City Community Services and Culture Committee – 1 July 2025

Tuesday, 8 July 2025
Council

Strategic Alignment – Our Corporation

Public

Program Contact:

Rebecca Hayes, Associate
Director Governance and
Strategy

Approving Officer:

Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The City Community Services and Culture Committee considered the following Item at its meeting held on 1 July 2025 and resolved to present to Council the following recommendations for Council determination:

- Item 7.1 – 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation
- Item 7.2 – Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings and Community Building Design

RECOMMENDATION

1. **Recommendation 1 – Item 7.1 - 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation**

THAT COUNCIL

1. Notes the Declaration of the proposed Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the 2025 bp Adelaide Grand Final event, as contained in this report.
2. Authorises the Lord Mayor to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Council with its feedback to the consultation and provide the following feedback and advice:
 - 2.1. Request the South Australian Motor Sport Board to notify adjacent and affected residents and businesses of the 2025 event, regarding any impacts to the Park Lands and roads, including changes to the Declared Area and new programming elements likely to impact the local area.
 - 2.2. Request that the State Government works with City of Adelaide and the Adelaide Economic Development Agency to support the visitor economy during the Thursday 27 November to Sunday 30 November 2025 event by:
 - 2.2.1. Promoting visitation to the city, with particular focus on Black Friday, 28 November 2025.
 - 2.2.2. Considers improvements to public transport into and out of the City during this time, particularly on Friday 28 November when extended trading hours are in place.
 - 2.3 Request further exploration to increase access to the bikeways and pathways and further promote access considerations, during the Prescribed Works Period.
 - 2.4 Seek any update on the development of a sustainability strategy to reduce the carbon emissions for the bp Adelaide Grand Final event.
 - 2.5 Work collaboratively to pursue greening and tree canopy increase in Victoria Park/ Pakapakanthi (Park 16) in line with Council's draft Master Plan.
 - 2.6 Ensure the use of or the reinstatement of permeable pathways.

2.7 Consider legacy infrastructure in keeping with the Victoria Park/ Pakapakanthi (Park 16) Master Plan and the Adelaide Park Lands Management Strategy (APLMS).

3. Notes Kadaltilla met on 26 June 2025 as part of the required consultation and will provide feedback to the State Government.

2. **Recommendation 2 – Item 7.2 - Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings and Community Building Design**

THAT COUNCIL

1. Notes the findings of the public consultation on the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment A to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025.
2. Notes the tracked changes to the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association as contained in Attachment B to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025.
3. Approves the 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment C to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025, for the purpose of being placed before both Houses of Parliament.
4. Approves the Detailed Design of the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment D to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025.

DISCUSSION

1. The City Community Services and Culture Committee met on Tuesday 1 July 2025. The Agenda with reports for the meeting can be viewed [here](#).
2. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first with the original recommendation provided in grey and italics.
3. The following matters were the subject of deliberation.

3.1. Item 7.1 - 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. Notes the Declaration of the proposed Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the 2025 bp Adelaide Grand Final event, as contained in this report.
2. Authorises the Lord Mayor to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Council with its feedback to the consultation and provide the following feedback and advice:
 - 2.1. Request the South Australian Motor Sport Board to notify adjacent and affected residents and businesses of the 2025 event, regarding any impacts to the Park Lands and roads, including changes to the Declared Area and new programming elements likely to impact the local area.
 - 2.2. Request that the State Government works with City of Adelaide and the Adelaide Economic Development Agency to support the visitor economy during the Thursday 27 November to Sunday 30 November 2025 event by:
 - 2.2.1. Promoting visitation to the city, with particular focus on Black Friday, 28 November 2025.
 - 2.2.2. Considers improvements to public transport into and out of the City during this time, particularly on Friday 28 November when extended trading hours are in place.
 - 2.3. Request further exploration to increase access to the bikeways and pathways and further promote access considerations, during the Prescribed Works Period.
 - 2.4. Seek any update on the development of a sustainability strategy to reduce the carbon emissions for the bp Adelaide Grand Final event.
 - 2.5. Work collaboratively to pursue greening and tree canopy increase in Victoria Park/ Pakapakanthi (Park 16) in line with Council's draft Master Plan.
 - 2.6. Ensure the use of or the reinstatement of permeable pathways.
 - 2.7. Consider legacy infrastructure in keeping with the Victoria Park/ Pakapakanthi (Park 16) Master Plan and the Adelaide Park Lands Management Strategy (APLMS).
3. Notes Kadaltilla met on 26 June 2025 as part of the required consultation and will provide feedback to the State Government.

3.2. Item 7.2 - Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings and Community Building Design

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. Notes the findings of the public consultation on the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment A to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025.

2. Notes the tracked changes to the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association as contained in Attachment B to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025.
3. Approves the 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment C to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025, for the purpose of being placed before both Houses of Parliament.
4. Approves the Detailed Design of the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment D to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee Authority held on 1 July 2025.

For ease, Attachment A, B, C & D relating to Recommendation 2, Item 7.2, have been included at the end of this recommendation report.

DATA AND SUPPORTING INFORMATION

Link 1 – City Community Services and Culture Committee Agenda

ATTACHMENTS

- END OF REPORT -

Our Adelaide

Engagement Summary

Project: Draft Park Lands Community Lease Agreement

Adelaide Community Sports and Recreation Association – Golden Wattle Park / Mirnu Wirra (Park 21 West)



**Our
Adelaide**



CITY OF
ADELAIDE

Community Engagement Summary

Park21W–ACSARA Lease Consultation



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Community Engagement Summary

Park21W–ACSARA Lease Consultation



Introduction

This report presents the results of public consultation on a proposed 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association (ACSARA).

The lease relates to the use of a community building and playing fields at Golden Wattle Park / Mirnu Wirra (Park 21 West).

The purpose of the consultation was to obtain community feedback on the draft Lease Agreement.

Engagement Overview

Who Was Engaged?

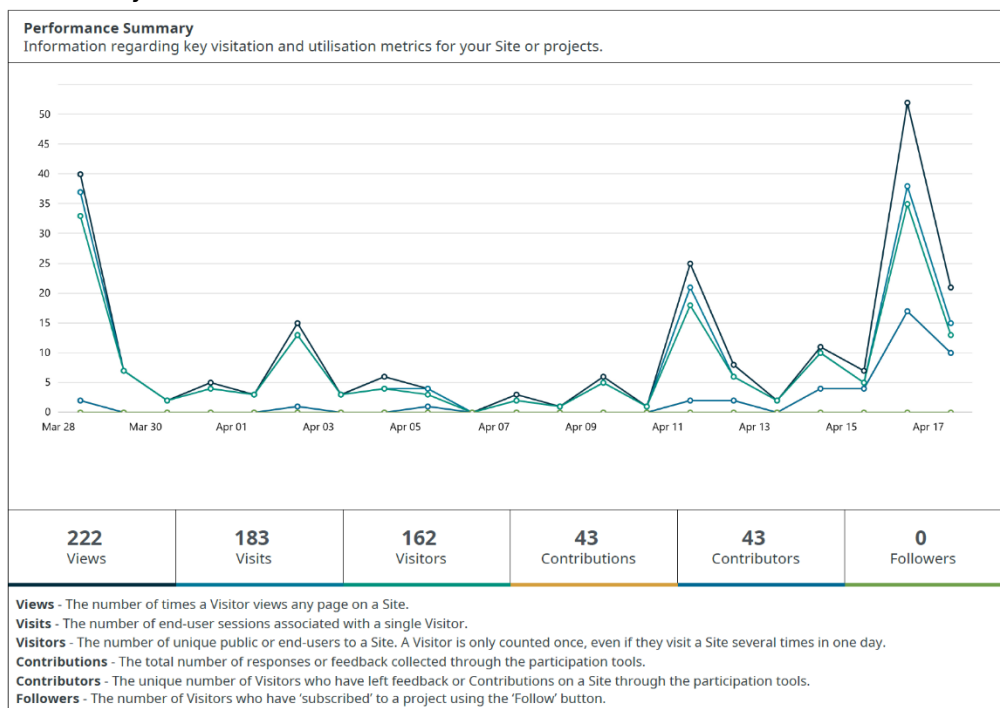
A total of 43 people responded to the consultation. Respondents included:

- City of Adelaide ratepayers
- Community users
- Business owners
- Members of sporting clubs using the facilities

Engagement Method / Activity	Number Informed / Attendees	Number of Responses
Our Adelaide project page	162 visitors	43 surveys
Email Campaign	213 recipients	N/A
TOTAL	375	43

Methods Used

- Online Survey via Our Adelaide



Community Engagement Summary

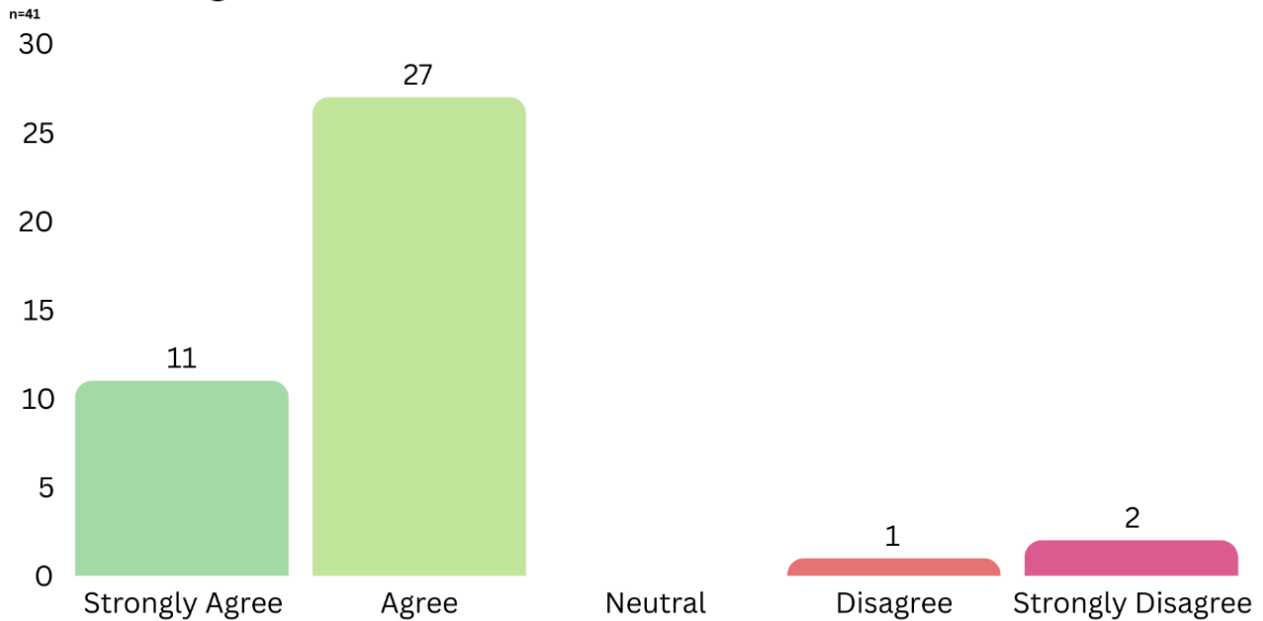
Park21W–ACSARA Lease Consultation



Quantitative Findings

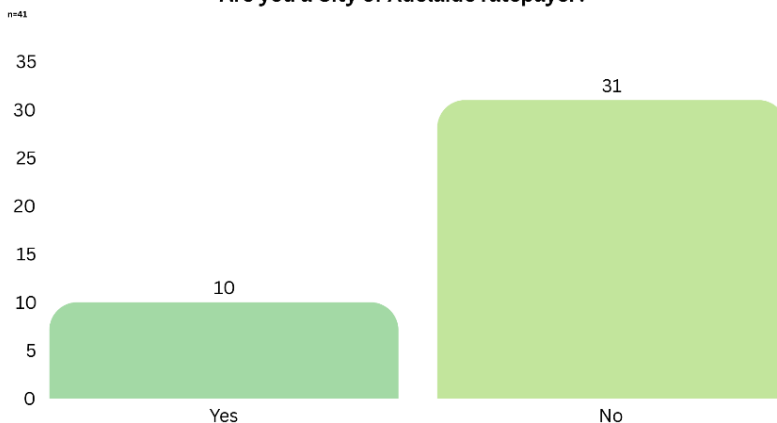
Data was sourced directly from the community survey (see Annexure B).

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West)?



41 of the 43 respondents answered this question. Most respondents (88%, or 38 out of 43) supported the lease, selecting either "Strongly Agree" (11 responses) or "Agree" (27 responses).

Are you a City of Adelaide ratepayer?



41 of the 43 respondents answered this question. Most respondents were non-ratepayers (72%), highlighting broad community involvement.

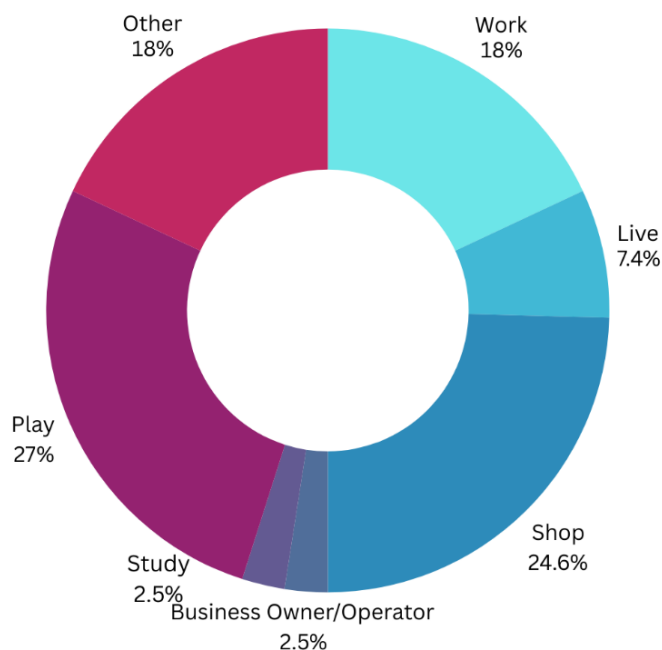
Community Engagement Summary

Park21W–ACSARA Lease Consultation



How do you participate in city life?

n=41



Recreation ("Play") and shopping were the most common activities selected (33 and 30 respondents, respectively). This demonstrates active usage and strong community connection to the Park Lands.

Quantitative Summary

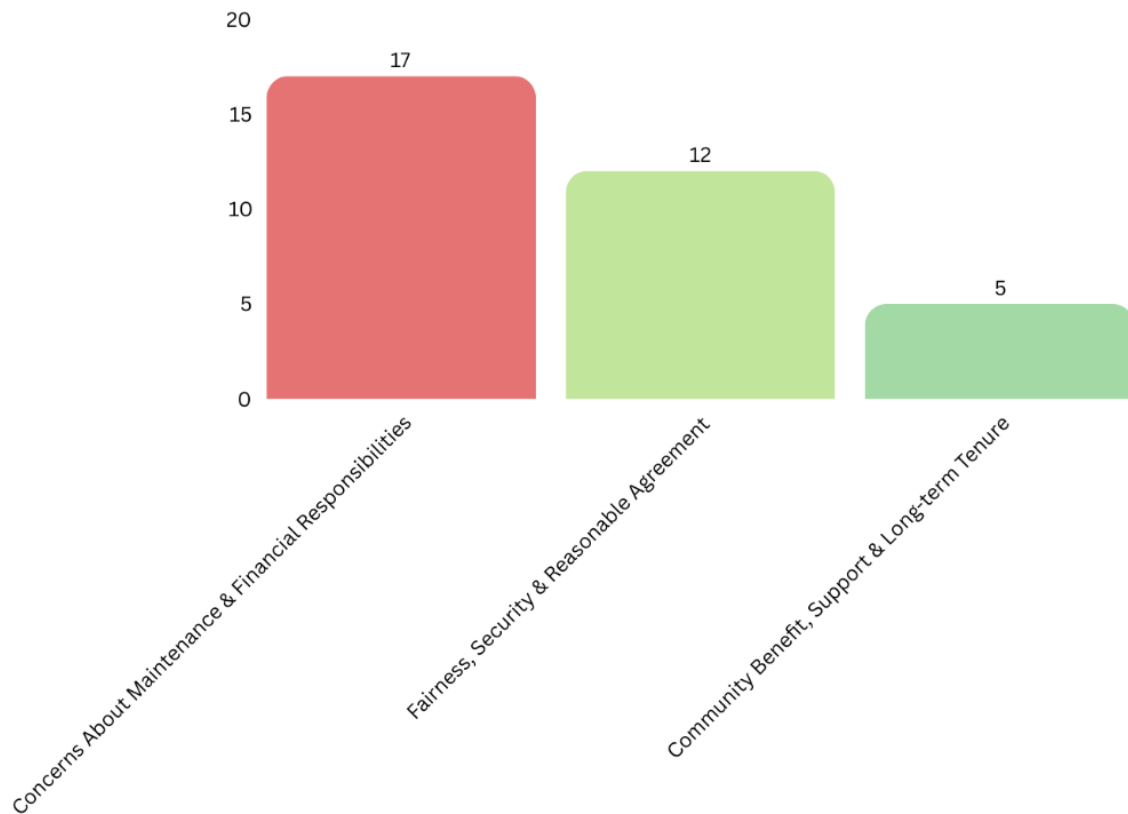
Overall, the quantitative analysis highlights substantial community support for the lease, broad stakeholder engagement beyond just ratepayers, and significant involvement of active users of Park 21 West facilities.

Community Engagement Summary

Park21W–ACSARA Lease Consultation



Theme Frequency



Community Engagement Summary

Park21W–ACSARA Lease Consultation



Annexure A – Individual Responses

Detailed spreadsheet with all qualitative responses, referenced by Contribution IDs.

Contribution ID	Level of Agreement	Please explain your response	Do you have any other feedback regarding the Draft Park Lands Community Lease Agreement?
18497	Strongly agree	This seems like a fair deal for the tenants and the city council, who want to promote outdoor activities and clubs, especially if the clubs involved are contributing to the lease costs.	
18496	Strongly agree	I am a long-term resident and rate payer of Adelaide City owing several properties, and frequently use these Parklands and sports fields. The Lutheran football clubs and other clubs that use the fields including SA ultimate Frisbee contribute to the community by creating a safe and welcoming environment for sports in the city. I have been a member of SA ultimate for around 15 years and with most competitions I've played in being played on these grounds. By committing to a longer lease for the club will benefit players and the community at large giving the club assurity and opportunity to continue to grow and to improve facilities. The personal impact on myself if the club was unable to continue in that location or in or in any capacity would degrade the quality of life I have built and come to expect living in Adelaide city.	Supporting these long standing clubs and arrangements into the future will support growth and utilisation of the park lands around us and keep people in the city.
18495	Agree	7 years x 3 renewals for 21 year tenure is an appropriate term for lease / licence. Its pleasingly to see that Council will support the club with the operations and maintenance of the public toilets. It would be preferable to see Council's similar support for maintenance of the external landscaping as it is a public place / access and that the Club cannot be required to manage community access at all times.	SANFL strongly support the provision of an ongoing access via lease / licence to Park 21 for ACSARA. Thank you to Adelaide City Council for their support of the much required redevelopment project that will support increasing football participation and other community sport and recreation outcomes.
18494	Disagree	Schedule Item 7 - Restricts use to 6am to 12 midnight. Why would or should the lessee's quiet enjoyment of the premises and grounds be specifically restricted? Schedule Item 2 & 3 describe a 21 year minimum occupancy. I believe that this is not enough to recognise the substantial community investment in the premises. Why 7 year renewal periods? That is not long in the context of a community club. 3 x 15 years would be more appropriate. However, it becomes worse in Item 10 which requires investment in the premises to be written off over 14 years. Normal building depreciation is 2.5% which means 40 years. I would prefer to see this item rewritten to cover a 40 year period during which compensation must be paid.	The lease as written would be fair to a community organisation taking over existing premises and developed grounds requiring little or no immediate work. However, it is NOT fair when the community (not the council) is developing the resource for community use. Looking at the proposal, it will cost a lot of money to develop and that money has or will come from the community that has an interest in this development. Having a (semi) guaranteed occupancy of only 21 years is disrespecting the community.
18493	Agree	The terms for the duration of the lease enable both parties to develop the facilities sustainably for the long-term future. This is particularly important for the council, to be dealing with the same client over many years to establish common goals and congenial relationships.	A lessee who intends to invest significantly in facilities should have confidence that those facilities will be theirs to use for years to come.

Community Engagement Summary

Park21W–ACSARA Lease Consultation



18492		Looking at this lease it seems strange it's even up for debate given the lessee is contributing significant cost towards the development they should be entitled to assurance they will have continued use of the facilities they have funded. I would have expected council to take on more for the maintenance and renewal side of things, especially with the area being such a public location used by many visitors to the area, wouldn't it be great to make it stand out and give visitors and frequent users a sense of pride in the area?	Details explained above like longer lease and more effort from council would improve my level of agreement with this submission.
18491	Agree	There is a clear balance between the lessee and the council regarding all obligations. I believe the lessees contribute significant dollars and therefore should be entitled to at least a significant term.	Should there be a better balance for the lessees maintenance requirements.
18490	Agree	Given the considerable financial contribution that ACSARA is prepared to commit to the betterment of this area, a lease of at least this length is justified.	
18489	Strongly agree	ACSARA are a proven long term quality lessee that provides services and ovals to many users. These people would not use the parklands if not for ACSARA. This lease maintains long term use and security of purpose which also serves the needs and outcomes of the City of Adelaide.	ACSARA are a nonprofit organisation that are able to provide maintenance services to the buildings. The expectation for ACSARA to replace items is normally the responsibility of the owner, in this case City of Adelaide. and expecting a NPO is harsh and unfair. ACSARA maintains three ovals, green space, watering and general services already in a limited budget. Please consider the many benefits that the City of Adelaide reaps from little ongoing expenses, so providing replacement/renewal items seems a fair arrangement over the long term lease arrangements.
18488	Agree	The lease appears to be a reasonable balance between the obligations by Council and the lessee. As the lessee is contributing significant money I would have thought the lease may even be longer.	
18487	Agree	I'm supportive of the proposed 21-year lease between the City of Adelaide and ACSARA. It seems to strike a fair balance between the responsibilities and rights of both ACSARA and the Council. When an organisation like ACSARA is putting in a significant amount of funding—over \$2.5 million—it makes sense that they'd be offered a long-term lease. A commitment of that scale deserves some security, and a 21-year term feels like a reasonable and appropriate arrangement.	
18486	Agree	Having been a lessee for 35 years and now with a redevelopment in the near future, funded heavily through the proposed lessee, it is fitting that the existing lessee is entitled to a long lease, so I agree with a 7+7+7 lease	Yes, there are a few items that the City of Adelaide are better placed to maintain than the lessee. These items include: 1) Maintenance of surrounding landscaping and planting 2) Removal of graffiti Also, as the building will be a City of Adelaide asset, would not the Building Insurance be the responsibility of the City of Adelaide and the lessee responsible for contents insurance?
18485	Agree	The lease seems reasonable given taxpayers are entitled to these benefit. In this case, to exercise and have an appropriate space to spend time before and after sport activities with other people in the community. This is	Nil.

Community Engagement Summary

Park21W–ACSARA Lease Consultation



extremely important and the council's support by providing this lease is crucial!

The proposed lease feels fair and sensible. It recognises the important role our club plays and gives the stability we need to keep building for the future. With the level of financial and volunteer investment we're putting into the redevelopment of our clubrooms, a lease of at least this proposed length is essential.

I've been involved with the Adelaide Lutheran Sports Club Netball code for 15 years, and I've seen first-hand the value our club brings—not just to players, but to families, volunteers, and supporters. After moving from a rural area, this club became like home for me—a place to build connections and feel a true sense of belonging. It has a genuinely unique mix of competitiveness and community spirit. I now have a young family of my own, and I hope my children can grow up as part of this club and have that same experience. Supporting this lease and the clubroom redevelopment is key to that future.

One thing that stands out is the level of responsibility placed on the lessee in the Maintenance Schedule. While it's fair for clubs to look after general upkeep, it seems unreasonable for us to also carry the cost of renewing major infrastructure like electrical, plumbing, and HVAC systems—these are core parts of the building and I think they should remain a Council responsibility

18484 **Agree**

The lease terms appear to strike a fair and reasonable balance between the responsibilities of the lessee and the Council. It's important that organisations contributing substantial financial investment have the security of a longer-term lease, and this arrangement seems to reflect that. It also supports long-term planning and sustainability for community-focused groups.

18483 **Agree**

The draft lease agreement provides assurity to the lessee as they are investing for the future in the parklands and cannot commit this significant investment unless the Council provides a reasonable lease term. This provides an ideal balance for both parties.

18482 **Strongly agree**

I believe further discussions on the lessee obligations regarding maintenance and renewals, whereby maintenance be managed by the lessee and the renewals managed by the Council.

The agreement seems reasonable for both the council and lessee.

18481 **Agree**

The maintenance schedule has a significant amount of responsibility for the lessee - the renewal of many fixtures and fittings seems like it should be a council cost

The lessees that pay lots of money should be entitled to have a lengthy lease agreement.

Seems to be a good balance of rights and obligations. It's about community partnership and sportsmanship participation so keep that in mind!! There are great sporting community's that use the space

18480 **Agree**

The lease seems very reasonable and has a good balance between the rights and obligations of the club and the council.

18479 **Agree**

The schedule for maintenance seems a bit excessive.

The lease looks to find a reasonable balance between the rights and obligations of the lessee and Council lessees that contribute significant dollars should be entitled to leases of at least this length

18478 **Agree**

The Maintenance Schedule appears somewhat excessively onerous on the lessee. It makes sense that the lessee's obligations are associated with maintenance costs but that renewals/replacements would normally be a Council obligation, not lessee

The proposed lease offers a reasonable balance between the rights and obligations of the lessee (ACSARA) and the Council.

Given the significant contribution in funds that ACSARA is putting in towards the re-development project, ACSARA

18477 **Agree**

While I agree overall with the lease, it appears that some of the items in the Maintenance schedule are excessively onerous on the proposed lessee. While it makes sense that the lessee's obligations are normally associated with "Maintenance" but the reference to "Renewals" would

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		should be entitled to a lease of at least 21 years (An initial term of 7 years plus 2 rights of renewal)	normally be a Council obligation, particularly in regard to the external fabric of the building.
18476	Strongly agree	I strongly believe that longer term leases give the lessee the confidence and incentive to the lessee to maintain the parklands. Significantly the area in question has been transformed over the years from a quite ugly and barren area to a far more pleasant environment for people to enjoy. The lease seems favourable fairly favourable to council but also gives some surety to the lessee.	Maintenance schedule seems onerous compared to others I have seen with a large burden falling on the lessee for renewal as well as maintenance.
18475	Agree	The term seems reasonable to allow a reasonable amount of security for long term planning with the option for a 7 year continuation.	
18474	Agree	The lease appears to be well balanced for the partnership of the council and lessee	I think it would be fair to expect Council to contribute more to the renewables as outlined in the current draft agreement
18473	Agree	The lease term reflects the commitment and significant financial contribution from the lessee and ultimately provides an appropriate balance between the Council and the Lessee for this particular scenario.	
18472	Agree	It seems reasonable that a lessee that is putting a significant amount of dollars into the area should obtain a lease of at least this length.	Looks OK, but maybe the "Renewals" should fall to the Council?
18471	Strongly agree	The agreement makes sense for both parties	
18469	Strongly agree	It seems entirely reasonable and appropriate that if a sporting association is willing to make such a significant financial investment in developing facilities on the parklands that they be granted a long term lease. One could almost argue that a 21 year term is too short. As a city resident living in the south-west corner of the CBD I value the ongoing development of recreational facilities in our local parklands.	
18467	Agree	This is a sensible use of park lands, promoting community, health and recreation.	
18466	Agree	I am the president of the South Australian Flying Disc Association, we lead Ultimate Frisbee for the SA community. Our community have got a strong relationship with ACSARA, and after struggling to find fields for many years across various sites, have seen great growth and opportunity in our sport being settled in the city parklands. This has allowed our sport administrators to put their time into the grassroot development and elite levels of the sport. Longer leases also give opportunity to execute longer term strategic plans. Additionally, our players and clubs gain a better sense of belonging, which is of huge value to community well-being. In addition, our community of volunteers and players have worked hard to fundraise over time to raise funds to support development and improvement of the site. They will continue to do so and feel grateful that Adelaide has fantastic public space for use.	In the interests of the volunteers and players (who in frisbee are largely uni students with lower income), hefty maintenance schedules/renewals make just playing sport and being active hard. It is in council's interests to support the active community and take greater responsibility so as not put unnecessary/unreasonable burden on volunteer administrators.
18465	Agree	Seems a fair and reasonable agreement	

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18463	Agree	The term of lease is appropriate given the significant outlay needed for such a development and to justify such expenditure.	Some of the clauses seem to be unduly onerous and one-sided in favour of the council, particularly in relation to maintenance.
18462	Agree	Look fairly reasonable to me. If the lesse is putting in \$\$ then they need a lease of reasonable length.	Not sure about the maintenance schedule. Seem more weighted in the Council's favour.
18458	Agree	For what i can see the terms of the lease are fair and reasonable to both the Council and the Lessee. I do agree that due to the Lessee contributing a significant portion of funding should be entitled to a lease of this length.	The only one thing I can see is that the maintenance schedule does seem to be fairly excessive towards the Lessee. I mean the Lessee should be responsible for maintenance, but I would have thought the renewals should be the council's responsibilities - not the Lessee
18457	Agree	This proposed agreement seems to make sense. Lessees should be obliged to chip in to maintenance and the proposal seems to cater for that.	If an association is willing to contribute to the upkeep of the area which enables the community to better use it then they should be able to get a longer term lease. I certainly wouldn't invest in something that might only be short lived.
18449	Strongly agree	The current building(s) do not reflect / represent what are: - Community expectations in this day and age with respect to the (outward) physical appearance of public, multi-use buildings. - Actual (internal) functional capacities for inclusive sports. - The ability to attract additional sport activities / clubs to use the parklands and its sporting infrastructure.	No
18447	Strongly disagree	the parklands should be available for all to use- having sporting facilities available increases the number of participants able to use them. the besser brick facilities are old, dated and really only suitable for storage .The planned upgrade is attractive and functional	
18442	Agree		yes. The design looks modern but the 'longevity' of the building does take away the view of the parklands / landscape as you pass by road. This will give you the impression its exclusive.
18439	Strongly agree	It's disgraceful that certain council and APA members have constantly campaigned against this! This is a community asset that has been left to get into a horrible state. In fact there should be another oval allowed and capacity for further changes to allow more female sport participation. The parklands are for enjoyment and use of the public, not NIMBYs whining about grasslands or protecting private school investments.	
18403	Strongly disagree		The Parklands were given to the people of Adelaide to be a permanent green space not to be gradually eroded by buildings.
18392	Strongly disagree	I do not agree with the terms of the Draft Lease Agreement. While ACSARA has a long-standing presence in Golden Wattle Park / Mirnu Wirra, the lease risks undermining the core principle of the Park Lands as open, public space. Granting extended control of a large area to one organisation raises concerns about equitable public access and the long-term alienation of community land. The scale of the proposed redevelopment could transform this area into a dedicated sports precinct, contradicting the Park Lands' intended use. Although the City's policies and strategies are referenced, they must not override the foundational purpose of preserving these spaces for all. The lease lacks sufficient clarity on access rights, future use, and protection against	

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further encroachment. I urge the Council to amend the lease to ensure non-exclusive use, proportional development, and a stronger commitment to the Park Lands' public character and environmental integrity.

18333

**Strongly
agree**

I know the building well and it is unsightly and needs upgrading. It will support usage for sport and recreation which should be encouraged.

No

18319

**Strongly
agree**

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Annexure B – Details of Data Extract from Our Adelaide

The information in this annexure has been deidentified for the purposes of this report.

Project Title: Draft Park Lands Community Lease Agreement

Tool Type: Online Form

Activity ID: 452

Exported: April 22, 2025, 10:47 AM

Exported By: A. Buxton

Survey Questions Included in the Form:

- **Q1.** To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West)? *(Likert scale: Strongly Agree to Strongly Disagree)*
- **Q2.** Please explain your response *(Open text)*
- **Q3.** Do you have any other feedback regarding the Draft Park Lands Community Lease Agreement? *(Open text)*
- **Q4.** First Name *(Deidentified)*
- **Q5.** Last Name *(Deidentified)*
- **Q6.** Address *(Deidentified)*
- **Q7.** Postcode *(Deidentified)*
- **Q8.** Are you a City of Adelaide ratepayer? *(Yes / No)*
- **Q9.** How do you participate in city life? *(Multiple choice: Live, Work, Study, Shop, Play, Tourist, Business Owner)*
- **Q10.** Email address *(Deidentified)*

This form was used to collect structured and qualitative feedback from stakeholders as part of the public consultation on the proposed lease agreement for Park 21 West. Responses were used to inform the quantitative and qualitative analysis presented in this report.

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Annexure C – Methodology

Quantitative Analysis

The quantitative data came from the structured parts of the community survey, such as multiple-choice and checkbox questions.

- For example, respondents were asked to rate their level of agreement with the draft lease on a scale from “Strongly Agree” to “Strongly Disagree.” Each response was counted and grouped to show how much support or concern existed in the community.
- Other questions asked whether respondents were ratepayers and how they participate in city life (e.g. through work, recreation, shopping). This helped to build a picture of who was engaged and how they use or interact with Park Lands.

These results were summarised in tables and charts to clearly show community sentiment and demographic representation.

Qualitative Analysis

The survey also included open-text questions, where participants could explain their views or add other comments. These responses were read carefully and grouped into common themes.

The process involved:

- Reading each comment and identifying the main ideas (such as support for the lease, concerns about costs, or views on access).
- Grouping similar ideas together into key themes. For this consultation, three main themes emerged:
 1. Community Benefit, Support & Long-term Tenure
 2. Concerns About Maintenance & Financial Responsibilities
 3. Fairness, Security & Reasonable Agreement

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Annexure D – Thematic Analysis Contributor IDs

Theme 1: Concerns About Maintenance & Financial Responsibilities (17 responses)

- Contributor IDs: 18495, 18491, 18490, 18488, 18486, 18484, 18482, 18481, 18479, 18478, 18477, 18476, 18474, 18472, 18463, 18462, 18458

Theme 2: Fairness, Security & Reasonable Agreement (12 responses)

- Contributor IDs: 18493, 18487, 18485, 18483, 18480, 18475, 18473, 18471, 18469, 18467, 18465, 18457

Theme 3: Community Benefit, Support & Long-term Tenure (5 responses)

- Contributor IDs: 18497, 18496, 18489, 18466, 18439

Methodology for Qualitative Thematic Analysis

The responses to open-ended survey questions were reviewed carefully to identify common ideas or concerns shared by respondents. Each response was grouped into broad themes based on its main message:

- Those highlighting concerns related to maintenance, costs, financial burdens, or responsibilities placed on the club were grouped under "**Concerns About Maintenance & Financial Responsibilities**".
- Comments indicating fairness, balanced obligations, sensible arrangements, or explicit approval of the lease terms were categorised as "**Fairness, Security & Reasonable Agreement**".
- Responses mentioning community benefit, long-term planning, support, or positive impacts were grouped under "**Community Benefit, Support & Long-term Tenure**".



PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORTS 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 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 Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Five thousand, six-seventy hundred and eleven-seventy nine dollars and thirteen-forty cents (\$5, 611 <u>779.1340</u>) 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 Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 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 Licence 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 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 building and the redeveloped 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 under this special condition arising from the termination of the Lease under clause 14 or clause 25.13 (or clause 18.2 on default) unless termination occurs 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.

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

$$= \$500,000$$

5. Funding and Project Works Agreement

5.1 This Lease shall be read in conjunction with the "Funding and Project Works Agreement" between the Council and the Lessee and a breach of any provision in the "Funding and Project Works Agreement" shall constitute a breach of this Lease and vice versa.

6. Royal Show Parking

6.1 The Lessee acknowledges that the Council has entered into an agreement with the Royal Agriculture and Horticulture Society to provide parking on the Park Lands (including the Licence

	<u>Area) associated with the Royal Adelaide Show, which will interfere with the Licence Area Permitted Use.</u> <u>6.2 The Lessee will allow this to occur and acknowledges that there will be periods when the Licence Area will not be available for use as a result.</u> <u>6.3 The Council will use best endeavours to minimise the impact of this arrangement on the Lessee's use of the Licence Area.</u> <u>6.4 The Council will, in consultation with the Lessee:</u> <u>6.41 contribute towards the annual maintenance of the Licence Area to improve the capability of the surface to sustain Royal Show Parking; and</u> <u>6.4.2 repair any damage to the Licence Area caused by parking arrangements associated with the Royal Adelaide Show.</u> <u>6.5 The Lessee will not be required to make any payments on account of instalments of the Licence Fee for the period the Licence Area is not available for use by the Lessee as a consequence of the parking associated with the Royal Adelaide Show as contemplated by this special condition, including any period during which make good works are occurring in accordance with special condition 6.4 that prevent the use of the Licence Area.</u>
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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 Fife 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 Premises 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.

Premises Permitted Use means the use described in Item 6 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

4.1 Reviewed via Fees and Charges

The Lease Fee on and from each Lease Fee Review Date is calculated by increasing the Lease Fee in accordance with Council's Adopted Fees and Charges at the time of the relevant Lease Fee Review Date.

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 Premises Permitted Use

The Lessee may use the Premises only for the Premises 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 Premises 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 Premises 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 Premises 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).

10.1.2.3 That the fees charged for any sublease or hiring out of 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 Licence 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 is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- 13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - 13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.
- 13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' 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 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)

Signed for ADELAIDE COMMUNITY)
SPORTS AND RECREATION)
ASSOCIATION INC. by its authorised)
delegates:

.....
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

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

Maintenance means all actions necessary for retaining an asset as near as practicable to an appropriate service condition, including regular ongoing day-to-day work necessary to keep assets operating.

Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity.

Acquisition means new or upgraded assets that are purchased, constructed or contributed.

Premises			
Description	Council	Lessee*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
<u>Floor</u>	<u>Acquisition / Renewal</u>	<u>Maintenance</u>	<u>Excludes Floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)</u>
Load Bearing Posts and Walls	Acquisition / Renewal	Maintenance	
Roof (including overhangs and verandas)	Acquisition / Renewal	Maintenance	
External Fabric			
Cladding / Paintwork	Acquisition <u>/ Renewal</u>	Renewal / Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Acquisition <u>/ Renewal</u>	Renewal / Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
<u>External Paintwork</u>	<u>Acquisition</u>	<u>Renewal / Maintenance</u>	
Signage	Acquisition	Renewal / Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Electrical			
Ceiling Fans	Acquisition	Renewal / Maintenance	If applicable
<u>Electrical Testing and Tagging</u>	<u>Nil Responsibility</u>	<u>Total Responsibility</u>	<u>Annual evidence provided to Council</u>
Electrical Supply / Meter Board	Acquisition <u>/ Renewal</u>	Renewal / Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Acquisition	Renewal / Maintenance	
Emergency Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Fixed Residual Current Devices RCD's	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Hand Drying Facilities	Acquisition	Renewal / Maintenance	
Illuminated Exit Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Lighting – Internal and External	Acquisition	Renewal / Maintenance	Premises only
Solar Panels and System	Acquisition <u>Nil Responsibility</u>	Renewal / Maintenance <u>Total Responsibility</u>	If applicable
Fire Safety			
Fire Blanket(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Acquisition <u>/ Renewal</u>	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Indicator Panel	Acquisition <u>/ Renewal</u>	Renewal / Maintenance	Council to inspect and on-charge Lessee

Premises			
Description	Council	Lessee*	Additional Information
Smoke Alarms / Detectors	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Acquisition / <u>Renewal</u>	Renewal / Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	
Gutters and Downpipes	Acquisition / Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Acquisition / <u>Renewal</u>	Renewal / Maintenance	
Pipes – on/within Premises	Acquisition / <u>Renewal</u>	Renewal / Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Acquisition	Renewal / Maintenance	If applicable
Tapware	Acquisition	Renewal / Maintenance	
Security			
Alarm System	Acquisition	Renewal / Maintenance	Lessee responsible for alarms/call-outs
CCTV	Nil Responsibility <u>Acquisition</u>	Total Responsibility <u>Renewal / Maintenance</u>	If applicable
Locks, Keys, Swipes and Card Readers	Acquisition	Renewal / Maintenance	Council to on-charge for additional or lost keys/swipes and new barrels if required.
Fit Out			
Amenities (excluding Public Toilets)	Acquisition	Renewal / Maintenance	All wet areas including toilets and showers.

Premises			
Description	Council	Lessee*	Additional Information
			Lessee to keep clean/free of mould and grime.
Ceilings	Acquisition / Renewal	Maintenance	
Curtains and Blinds	Acquisition	Renewal / Maintenance	If applicable
Fixtures and Fittings - Other	Acquisition	Renewal / Maintenance	<u>Refer to Equipment Schedule for asset ownership and responsibility</u>
Floor Coverings	Acquisition	Renewal / Maintenance	Lessee to professionally clean at least annually.
Internal Doors	Acquisition	Renewal / Maintenance	
Paintwork - Internal	Acquisition	Renewal / Maintenance	Lessee to repaint every seven (7) years and at end of lease.
Public Toilets	Total responsibility	Nil responsibility	Council will service as per public toilet schedule and determine opening and closing times. The Lessee may undertake additional servicing as required at their own cost.
Walls – Internal	Acquisition / <u>Renewal</u>	Renewal / Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Acquisition	Renewal / Maintenance	
Exhaust/Extraction Fan(s)	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Fixed Seating - Outdoor	Acquisition / <u>Renewal</u>	Renewal / Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Loose Furniture - Interior	Acquisition	Renewal / Maintenance	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection <u>up to a maximum of four x 240 litre bins</u>	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
<u>Inspections</u>			
<u>Comprehensive Premises Inspections</u>	<u>Total Responsibility</u>	<u>Nil Responsibility</u>	<u>Typically occurs every four (4) years</u>
<u>General Premises Inspections</u>	<u>Total Responsibility</u>	<u>Nil Responsibility</u>	<u>Typically occurs annually</u>

* Landowner Consent required for all Renewal

Licence Area			
Description	Council	Lessee*	Additional Information
Artificial Turf Management	-	-	Not applicable
Court Surfaces	-	-	Not applicable
Cricket Nets	Nil Responsibility	Total Responsibility	
Fencing	-	-	Not applicable
Goal Posts - All	Nil Responsibility	Total Responsibility	Lessee to store neatly and as per manufacturer's specifications
Hard and turf wickets/pitches	Nil Responsibility	Total Responsibility	Lessee to cover/uncover as required
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (as per Approved Plans)	Acquisition	Renewal / Maintenance	Lessee to irrigate and keep free from weeds
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Shedding	-	-	Not applicable
Scoreboards	Nil Responsibility	Total Responsibility	
Sports Lights and Sports Lighting Towers	Nil Responsibility	Total Responsibility	Council to inspect annually and on-charge Lessee
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and roadways (as per Approved Plans)	Acquisition / <u>Renewal</u>	<u>Renewal</u> / Maintenance	Lessee to keep clean and unobstructed
Water Tanks	Nil Responsibility	Total Responsibility	If applicable

* Landowner Consent required for all Renewal



CITY OF
ADELAIDE

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORTS 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 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 Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Five thousand, seven hundred and seventy nine dollars and forty cents (\$5,779.40) 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 Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 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 Licence 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 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 building and the redeveloped 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 under this special condition arising from the termination of the Lease under clause 14 or clause 25.13 (or clause 18.2 on default) unless termination occurs 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.

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

5. Funding and Project Works Agreement

5.1 This Lease shall be read in conjunction with the "Funding and Project Works Agreement" between the Council and the Lessee and a breach of any provision in the "Funding and Project Works Agreement" shall constitute a breach of this Lease and vice versa.

6. Royal Show Parking

6.1 The Lessee acknowledges that the Council has entered into an agreement with the Royal Agriculture and Horticulture Society to provide parking on the Park Lands (including the Licence

	Area) associated with the Royal Adelaide Show, which will interfere with the Licence Area Permitted Use. 6.2 The Lessee will allow this to occur and acknowledges that there will be periods when the Licence Area will not be available for use as a result. 6.3 The Council will use best endeavours to minimise the impact of this arrangement on the Lessee's use of the Licence Area. 6.4 The Council will, in consultation with the Lessee: 6.41 contribute towards the annual maintenance of the Licence Area to improve the capability of the surface to sustain Royal Show Parking; and 6.4.2 repair any damage to the Licence Area caused by parking arrangements associated with the Royal Adelaide Show. 6.5 The Lessee will not be required to make any payments on account of instalments of the Licence Fee for the period the Licence Area is not available for use by the Lessee as a consequence of the parking associated with the Royal Adelaide Show as contemplated by this special condition, including any period during which make good works are occurring in accordance with special condition 6.4 that prevent the use of the Licence Area.
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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 Fife 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 Premises 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.

Premises Permitted Use means the use described in Item 6 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

4.1 Reviewed via Fees and Charges

The Lease Fee on and from each Lease Fee Review Date is calculated by increasing the Lease Fee in accordance with Council's Adopted Fees and Charges at the time of the relevant Lease Fee Review Date.

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 Premises Permitted Use

The Lessee may use the Premises only for the Premises 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 Premises 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 Premises 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 Premises 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).

10.1.2.3 That the fees charged for any sublease or hiring out of 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 Licence 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 is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- 13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - 13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.
- 13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' 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 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)

**Signed for ADELAIDE COMMUNITY
SPORTS AND RECREATION
ASSOCIATION INC.** by its authorised
delegates:)
)
)

.....
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

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

Maintenance means all actions necessary for retaining an asset as near as practicable to an appropriate service condition, including regular ongoing day-to-day work necessary to keep assets operating.

Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity.

Acquisition means new or upgraded assets that are purchased, constructed or contributed.

Premises			
Description	Council	Lessee*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Acquisition / Renewal	Maintenance	Excludes Floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Acquisition / Renewal	Maintenance	
Roof (including overhangs and verandas)	Acquisition / Renewal	Maintenance	
External Fabric			
Cladding	Acquisition / Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Acquisition / Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Acquisition	Renewal / Maintenance	
Signage	Acquisition	Renewal / Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Electrical			
Ceiling Fans	Acquisition	Renewal / Maintenance	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council
Electrical Supply / Meter Board	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Acquisition	Renewal / Maintenance	
Emergency Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Fixed Residual Current Devices RCD's	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Hand Drying Facilities	Acquisition	Renewal / Maintenance	
Illuminated Exit Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Lighting – Internal and External	Acquisition	Renewal / Maintenance	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Indicator Panel	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee

Premises			
Description	Council	Lessee*	Additional Information
Smoke Alarms / Detectors	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Acquisition / Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	
Gutters and Downpipes	Acquisition / Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Acquisition / Renewal	Maintenance	
Pipes – on/within Premises	Acquisition / Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Acquisition	Renewal / Maintenance	If applicable
Tapware	Acquisition	Renewal / Maintenance	
Security			
Alarm System	Acquisition	Renewal / Maintenance	Lessee responsible for alarms/call-outs
CCTV	Acquisition	Renewal / Maintenance	If applicable
Locks, Keys, Swipes and Card Readers	Acquisition	Renewal / Maintenance	Council to on-charge for additional or lost keys/swipes and new barrels if required.
Fit Out			
Amenities (excluding Public Toilets)	Acquisition	Renewal / Maintenance	All wet areas including toilets and showers.

Premises			
Description	Council	Lessee*	Additional Information
			Lessee to keep clean/free of mould and grime.
Ceilings	Acquisition / Renewal	Maintenance	
Curtains and Blinds	Acquisition	Renewal / Maintenance	If applicable
Fixtures and Fittings - Other	Acquisition	Renewal / Maintenance	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Acquisition	Renewal / Maintenance	Lessee to professionally clean at least annually.
Internal Doors	Acquisition	Renewal / Maintenance	
Paintwork - Internal	Acquisition	Renewal / Maintenance	Lessee to repaint every seven (7) years and at end of lease.
Public Toilets	Total responsibility	Nil responsibility	Council will service as per public toilet schedule and determine opening and closing times. The Lessee may undertake additional servicing as required at their own cost.
Walls – Internal	Acquisition / Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Acquisition	Renewal / Maintenance	
Exhaust/Extraction Fan(s)	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Fixed Seating - Outdoor	Acquisition / Renewal	Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Loose Furniture - Interior	Acquisition	Renewal / Maintenance	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of four x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

Licence Area			
Description	Council	Lessee*	Additional Information
Artificial Turf Management	-	-	Not applicable
Court Surfaces	-	-	Not applicable
Cricket Nets	Nil Responsibility	Total Responsibility	
Fencing	-	-	Not applicable
Goal Posts - All	Nil Responsibility	Total Responsibility	Lessee to store neatly and as per manufacturer's specifications
Hard and turf wickets/pitches	Nil Responsibility	Total Responsibility	Lessee to cover/uncover as required
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (as per Approved Plans)	Acquisition	Renewal / Maintenance	Lessee to irrigate and keep free from weeds
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Shedding	-	-	Not applicable
Scoreboards	Nil Responsibility	Total Responsibility	
Sports Lights and Sports Lighting Towers	Nil Responsibility	Total Responsibility	Council to inspect annually and on-charge Lessee
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and roadways (as per Approved Plans)	Acquisition / Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Tanks	Nil Responsibility	Total Responsibility	If applicable

*** Landowner Consent required for all Renewal**

GRIEVE
GILLET
ARCHITECTS

ASPECT Studios™



23155_PARK 21W CLUBROOM DETAILED DESIGN

PREPARED FOR THE CITY OF ADELAIDE COUNCIL
JUNE 2025



GOODWOOD ROAD

PAVILION 1

PAVILION 2

LEGEND

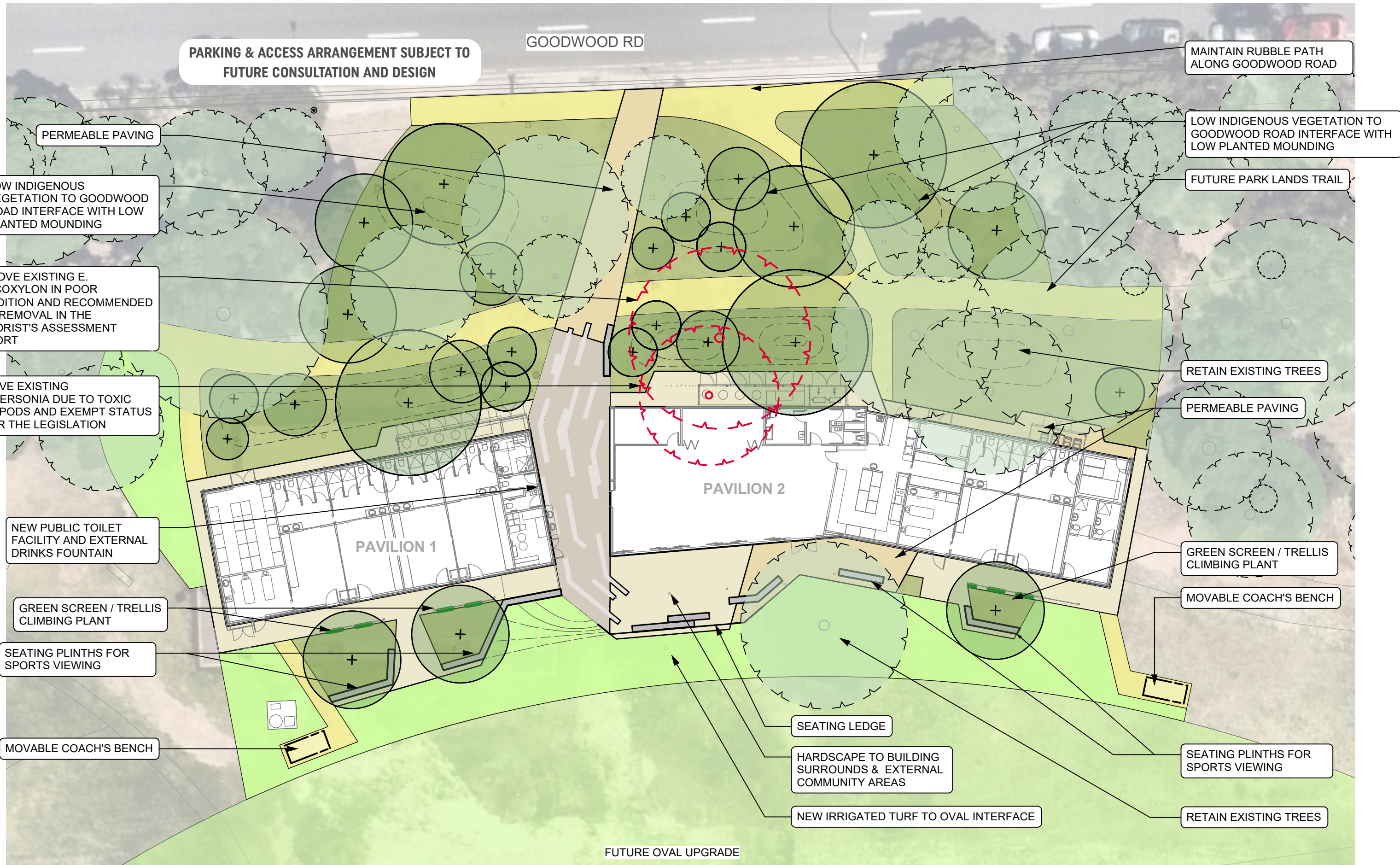
- CONCRETE PAVING
- PERMEABLE PAVING
- BRICK FEATURE PAVING
- CEMENT STABILISED FINES/
COMPACTED RUBBLE
- BRICK CLAD CONCRETE
SEATING WALL
- TRELLIS PLANTING
- GARDEN BED
- TURF
- NEW TREE
- EXISTING TREE TO
BE RETAINED

PAVILION 1: 229 SQ M

PAVILION 2: 354 SQ M

TOTAL: 583 SQ M







CPTED Plan

Planting Palette

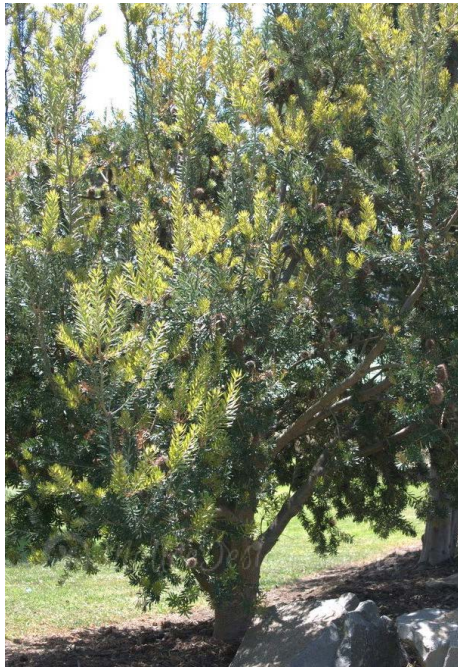
Trees	
1	<i>Acacia pycnantha</i> Golden Wattle
2	<i>Allocasuarina verticillata</i> Drooping Sheoak
3	<i>Banksia marginata</i> Silver banksia
4	<i>Callitris gracilis</i> Southern cypress-pine
5	<i>Eucalyptus leucoxylon</i> SA Blue Gum
6	<i>Eucalyptus microcarpa</i> Grey box
Shrubs	
7	<i>Acacia acinacea</i> Round-leaf Wattle
8	<i>Bursaria spinosa</i> Christmas Bush
9	<i>Cullen australasicum</i> Scurf Pea
10	<i>Dodonaea viscosa</i> Sticky Hop Bush
11	<i>Lavatera plebeia</i> Australian Hollyhock
12	<i>Melaleuca brevifolia</i> Short-leaf Honey-Myrtle
13	<i>Myoporum viscosum</i> Sticky Boobialla



1



2



3



4



5



6



7



8



9



10



11



12



13

Planting Palette

Low Shrubs & Groundcovers

1	<i>Chrysocephalum apiculatum</i> Common Everlasting
2	<i>Correa glabra</i> Rock Correa
3	<i>Dianella revoluta</i> Black Anther Flax-lily
4	<i>Enchylaena tomentosa</i> Ruby Saltbush
5	<i>Goodenia amplexans</i> Clasping Goodenia
6	<i>Grevillea lavendulacea</i> Lavender grevillea
7	<i>Hardenbergia violacea</i> Native Lilac
8	<i>Myoporum parvifolium</i> Creeping boobialla
9	<i>Olearia ramulosa</i> Twiggy Daisy Bush
10	<i>Poa labillardieri</i> Common tussock-grass
11	<i>Themeda triandra</i> Kangaroo Grass

Riparian

12	<i>Carex appresa</i> Tall Sedge
13	<i>Carex fascicularis</i> Tassel Sedge
14	<i>Cyperus vaginatus</i> Stiff Flat-sedge
15	<i>Ficinia nodosa</i> Knobby Club-rush
16	<i>Juncus pallidus</i> Pale Rush
17	<i>Lomandra multiflora</i> Mat-rush



1



2



3



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14



15



16



17

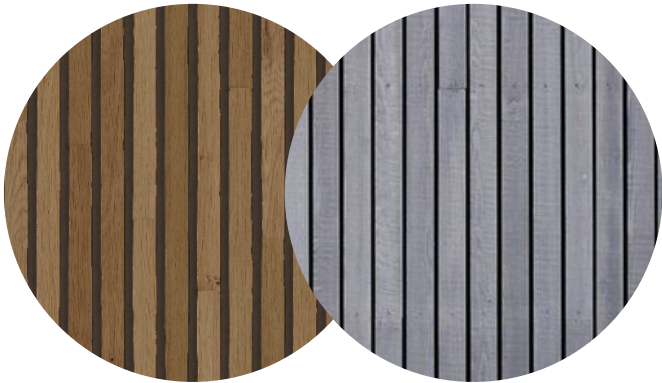
ELEVATIONS



TBT : TIMBER BATTEN WALL AND SCREENS
PC: POLYCARBONATE SHEET
MRS 1, MRS 2: VM ZINC METAL ROOF SHEETING
FC: FIBRE CEMENT WALL CLADDING
FB: FACE BRICKWORK

MATERIAL PALETTE

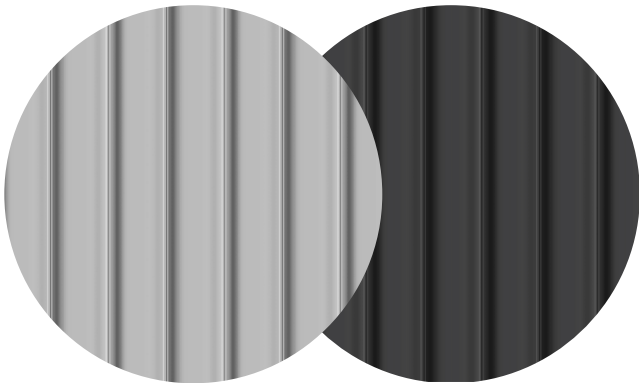
Page 110



TBT
TIMBER BATTEN WALL
AND SCREENS



PC
POLYCARBONATE SHEET
COLOUR: OPAL
SEAMLESS FINISH



MRS 1, MRS 2
VM ZINC METAL ROOF SHEETING
COLOUR: SOUTHERLY, MONUMENT



FC
FIBRE CEMENT WALL
CLADDING



FB
FACE BRICKWORK
BOWRAL HIGHLANDS
COLOUR: MERYLA

SUSTAINABILITY CONSIDERATIONS

BUILDING STRATEGIES

✓ **LOW VOC PRODUCTS**

✓ **REDUCED ENERGY USAGE**

- Use of a heat pump and overall design considerations will put less demand on energy usage

✓ **LED LIGHTING WITH SMART CONTROLS**

REDUCED EMBODIED CARBON

- Concrete slab to be specified as low-carbon or use partially recycled content
- Reduce applied finishes throughout to minimise future maintenance

✓ **WATER EFFICIENT**

- Low water use hydraulic fixtures and fittings
- Collected storm water to be detained on site in vegetated basin

✓ **LIGHT-COLOURED FACADES**

- Colour selection for roof to reduce heat absorption + heat radiance on site

✓ **EXTERNAL SUN-SHADING**

- Horizontal and vertical sun-shading elements reduces solar gain during summer months

✓ **NATURAL VENTILATION**

✓ **DAYLIGHT ACCESS**

- High-level windows provide light to change rooms in particular, reducing power consumption

✓ **HIGH MECHANICAL VENTILATION RATES**

✓ **REDUCED CONSTRUCTION WASTE**

- Materials to be sorted appropriately on-site to reduce waste sent to landfill
- Building designed to standardised material dimensions to reduce off-cut waste

✓ **CIRCULAR ECONOMY**

- Where possible local materials and suppliers will be specified
- Local trades and businesses to be involved

✓ **ACCESSIBLE DESIGN**

- Building is fully accessible and provides accessible facilities

SITE STRATEGIES

✓ **DESIGN WITH NATURE**

- Working around existing trees on site

✓ **CONNECTED TO LANDSCAPE**

✓ **ENDEMIC PLANTING SPECIES**

✓ **CLIMATE CHANGE RESILIENCE**

- Reduced energy demand
- Raised above 1:100 year flood level
- Introducing more trees to increase canopy cover

✓ **DROUGHT-TOLERANT PLANTING SPECIES**

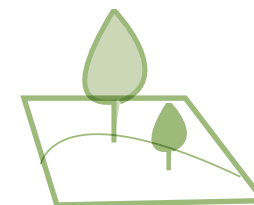
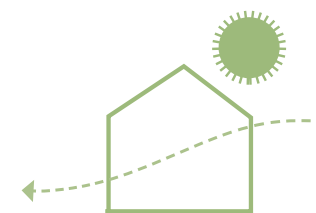
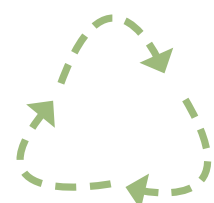
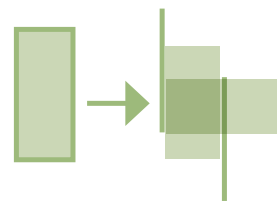
- Low water use plantings that thrive in the environment across all seasons

✓ **PERMEABLE PAVING**

- Pathway material selections reduce site run-off

✓ **DRINKING WATER STATIONS**

✓ **SEPARATED BINS**



VISUALISATION

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VISUALISATION

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Recommendations of the City Planning, Development and Business Affairs Committee – 1 July 2025

Strategic Alignment - Our Corporation

Public

Tuesday, 8 July 2025
Council

Program Contact:
Rebecca Hayes, Associate
Director Governance and
Strategy

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The City Planning, Development and Business Affairs Committee considered the following Item at its meeting held on 1 July 2025 and resolved to present to Council the following recommendations for Council determination:

- Item 7.1 – Sustainability Incentive Scheme - Operating Guidelines Review

RECOMMENDATION

1. **Recommendation 1** – Item 7.1 - Sustainability Incentive Scheme - Operating Guidelines Review

THAT COUNCIL:

- Notes the environmental outcomes of the Sustainability Incentives Scheme for 2024/25 as outlined in Item 7.1 on the Agenda for the City Planning, Development and Business Affairs Committee held on 8 July 2025.
- Notes amendments to the Sustainability Incentives Scheme Operating Guidelines as contained in Attachment A to Item 7.1 on the Agenda for the City Planning, Development and Business Affairs Committee held on 1 July 2025.
- Notes the Chief Executive Officer, or delegate, will finalise the amended Sustainability Incentives Scheme Operating Guidelines as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the City Planning, Development and Business Affairs Committee held on 1 July 2025 and review related documentation and terms and conditions publicly available on the City of Adelaide's website for consistency with the amendments to the Sustainability Incentive Scheme.

DISCUSSION

1. The City Planning, Development and Business Affairs Committee met on Tuesday, 1 July 2025. The Agenda with reports for the public component of the meeting can be viewed [here](#).
2. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first with the original recommendation provided in is in grey and italics.
3. The following matter was the subject of deliberation.
 - 3.1. Item 7.1 - Sustainability Incentive Scheme - Operating Guidelines Review

THAT THE CITY PLANNING, DEVELOPMENT AND BUSINESS AFFAIRS COMMITTEE RECOMMENDS:

THAT COUNCIL

 1. Notes the environmental outcomes of the Sustainability Incentives Scheme for 2024/25 as outlined in Item 7.1 on the Agenda for the City Planning, Development and Business Affairs Committee held on 8 July 2025.
 2. Notes amendments to the Sustainability Incentives Scheme Operating Guidelines as contained in Attachment A to Item 7.1 on the Agenda for the City Planning, Development and Business Affairs Committee held on 1 July 2025.
 3. Notes the Chief Executive Officer, or delegate, will finalise the amended Sustainability Incentives Scheme Operating Guidelines as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the City Planning, Development and Business Affairs Committee held on 1 July 2025 and review related documentation and terms and conditions publicly available on the City of Adelaide's website for consistency with the amendments to the Sustainability Incentive Scheme.

For ease, Attachment A relating to Recommendation 1, Item 7.1, has been included at the end of this recommendation report.

DATA AND SUPPORTING INFORMATION

Link 1 – City Planning, Development and Business Affairs Committee Public Agenda

ATTACHMENTS

Nil

- END OF REPORT -

Sustainability Grants and Incentives Program Operating Guidelines

8 July 2025

Council

PURPOSE

This Operating Guideline has been prepared to support City of Adelaide (CoA) employees to ensure consistency in administering grants and incentives delivered to support sustainability outcomes, including low carbon, circular economy, greening and biodiversity outcomes. These programs are typically run by the Park Lands and Sustainability and the Low Carbon and Circular Economy Teams.

This Operating Guideline has been separated into two sections:

1. Grants Operation (Sustainability Program Grants)
2. Incentives Operation (Sustainability Incentives Scheme or SIS)

GRANTS OPERATION

Strategic Context

Sustainability Program Grants may be used by the City of Adelaide to support priorities and actions outlined in the City of Adelaide's strategic documents related to sustainability, climate and circular economies.

Objectives

Objectives for individual grant programs will be listed in public facing guidance and terms and conditions documentation. Objectives must clearly link to a strategic outcome or priority area related to sustainability, climate or circular economies.

Eligibility

Eligibility for individual grant programs will be listed in public facing guidance and terms and conditions documentation. Eligibility criteria will clearly state who is eligible and who is ineligible for the specific program.

Applications in any grant program will be ineligible if any of the following apply:

- The applicant undertakes canvassing or lobbying of councillors or employees of the City of Adelaide in relation to their grant application during the application and assessment process;
- The application does not meet the identified priorities;
- The application will contravene an existing City of Adelaide Policy or Operating Guideline;
- Applicants are yet to acquit on any previous Council funding or finalise outstanding debts to Council.

Current Council employees or former employees who ceased employment less than six months before applying and who are residents are eligible to apply for funding.

The City of Adelaide acknowledges the Kaurna people as the Traditional Owners of the Country where the city of Adelaide is situated, and pays its respect to Elders past, present and emerging.

Applicants that have received funding from other grants are not precluded from receiving funding from Sustainability Program Grants or SIS.

Applicants may be eligible for funding more than once per year.

Assessment Criteria

To support decision-making, a set of assessment criteria will be developed for each category within individual grant programs and will be included in the relevant public facing documentation. Assessment criteria should include at a minimum:

CRITERIA	WEIGHTING
Strategic alignment with the priorities of the grant	15%
Cultural, social, and environmental outcomes <u>(including cost per tonne of carbon emissions reduction)</u>	15%

Other criteria should be specific to the individual grant's objectives.

Application and Approval Process

Applicants seeking funding can apply by submitting an application form within the advertised timeframes through online submission via Smart Grants.

Once submitted, an application will be assessed according to:

- The eligibility criteria;
- Assessment criteria; and
- Available funding.

Where an application is incomplete or inaccurate, the applicant will be contacted and asked to supply additional information.

City of Adelaide understands that formal application and acquittal processes are not accessible and available for everyone and will provide support to individuals or groups to ensure the Sustainability Program Grants are fair and accessible.

Roles and Responsibilities

Sustainability Program Grants will be organised and run by specific officers within the Park Lands and Sustainability and the Low Carbon and Circular Economy Teams.

Each officer will organise an assessment panel when required for their specific grant program.

Administration aims to provide all applicants with the opportunity to access support and feedback while considering the application to the Sustainability Program Grants.

Council is committed to creating opportunities for collaboration and encourages applicants and Administration to work together to ensure that shared outcomes can be achieved.

Decision Making

Based on the identified program priorities, eligibility criteria and assessment guidelines, Administration will assess each application received as part of the Sustainability Program Grants and refer funding recommendations up to the value of \$50,000 (excluding GST) for a single application to the Manager of the relevant team (Park Lands and Sustainability or Low Carbon and Circular Economy) or appropriately delegated officer.

Funding recommendations in excess of \$50,000 will be presented to Council for decision.

Funding Source

Funding for the Sustainability Program Grants is subject to the City of Adelaide's Annual Business Plan and Budget annually. All grant funds will be allocated, administered and managed in a responsible and transparent manner. Approved grants will not exceed the annual budget. We have considered other funding sources available to avoid duplication.

Notification and Payment

All applicants will be notified in writing of the outcome of their application.

All successful applicants will be required to:

- Provide to City of Adelaide a copy of their organisation's Public Liability Insurance "Certificate of Currency" (minimum \$20 million) where relevant;
- Provide to City of Adelaide relevant details for Electronic Funds Transfer of grant monies;
- Sign a funding agreement detailing the grant's terms and conditions.

Funding Acquittal

All successful applicants (including multi-year funding commitments) will be required to provide a detailed written report on all outcomes of the project funded by City of Adelaide in the form of an acquittal report document (a template will be provided). For multi-year commitments, applicants will be required to set the acquittal year during the application process. If a project spans more than one year, a project update will be required at the end of each year. Acquittal reports will be required within 6 weeks from the conclusion of each project or annually for multi-year funding commitments. Applicants may also be required to present, promote and share their successful grant projects with the local community and/or other grant recipients.

Key Performance Indicators

Key measures of performance for the Sustainability Program Grants will be;

- Alignment of funding with the City of Adelaide Strategic Plan and any other identified strategic priorities;
- Impact on sustainability measures, including but not limited to reductions in greenhouse gas emissions, increases in resource recovery and improvements in biodiversity;

- Funded projects are successfully completed within funding agreement and a report and acquittal is submitted at the end of the project;
- Funded applicants achieve the stated outcomes;
- Annual promotion of Grants Program;
- Total amount of City of Adelaide funding distributed annually and total matched funds to measure return on investment.

Monitoring and Implementation

The performance of the Sustainability Program Grants will be monitored through the administrative and financial systems of City of Adelaide.

Individual funding programs will report outcomes to Council on an annual basis and will include an assessment of the cost per tonne of the emission reduction outcomes.
~~Individual Funding Programs will report outcomes to Council on an annual basis. Updates will be captured in the Council programs reporting process.~~

INCENTIVES OPERATION

Strategic Context

The City of Adelaide's Sustainability Incentives Scheme (SIS) is a primary driver for community action to support priorities outlined in the City of Adelaide's strategic documents related to sustainability, climate and circular economies.

Objectives

The objectives of the Incentives for Sustainability Program are:

- **Carbon emissions reduction** – support an overall reduction of carbon emissions
- **Growing renewables** – increase smart utilisation and storage of renewable electricity during peak supply periods
- **Zero emissions transport** - accelerate transport decarbonisation to capture economic opportunities
- **Driving Circular Economy** – eliminate food waste and increase resource recovery
- **Climate Readiness** – support increased resilience within the city through increasing water efficiency, improving greenery, and reducing tree canopy loss
- **Equity, access, and affordability** – accelerate uptake of sustainable technologies, practices, and initiatives in an equitable and financially responsive way
- **Innovation, environmental leadership and emerging technologies** – catalyse early adoption, benchmark certification and enhance consumer choice
- **Minimal administrative burden** – ensuring incentives are relatively simple to assess and provide a transparent application process

Eligibility

The General Eligibility Criteria below apply to every available incentive.

- The property must be located within the City of Adelaide municipal area.
- Acquittals must be submitted within 12 months of project completion.

- Incentive funding is subject to City of Adelaide's annual budget processes and funding is limited.
- City of Adelaide reserves the right to cease incentives at any time without notification and applications are not guaranteed to receive funding (except where pre-commitment has been approved and activated).
- Eligibility of specific products or services is at City of Adelaide's discretion. City of Adelaide reserves the right to reject any applications.
- Rebates will be applied to the out-of-pocket installation or service cost incurred by the owner, occupier of the premise or body corporation, after all other incentives, grants, rebates, and discounts received have been deducted.
- The applicant acknowledges and agrees that the City of Adelaide accepts no liability in respect of any claim, cause of actions, loss or damage arising out of, or in relation to, any device purchased, or service procured under the incentives.
- Sustainability measures/devices supported through the incentives must be installed by appropriately licensed and accredited installers, and maintained in accordance with any relevant guidelines, and in a manner which does not pose risks to the health or welfare of any person.
- Where a Development Application (DA), is required, a rebate will be provided once the DA is granted, the system is installed according to the conditions set out in the DA, and the relevant paperwork is submitted.
- If approved, it may take City of Adelaide up to 30 working days to pay the rebate.
- The City of Adelaide may request provision of information associated with the project including data for the preparation of a public facing case study.
- If the location for installation of a device supported through the incentives is within a strata or community title property, proof of the approval to install the device from the body corporate or equivalent must be provided with the application. (Refer to the relevant Strata Agreement).
- If a tenant is applying for a reimbursement, a written letter of permission from their landlord must be provided with their application to be eligible for the rebate.

Current Council employees or former employees who ceased employment less than six months before applying and who are residents are eligible to apply for funding. Applicants that have received funding from other grants are not precluded from receiving funding from the Sustainability Incentives Scheme.

Applicants may be eligible for funding more than once per year.

Each incentive has its own specific eligibility criteria as defined in **Appendix A**.

Application and Approval Process

Applicants seeking funding can apply by submitting an application form within the advertised timeframes through online submission via Smarty Grants.

Once submitted, an application will be assessed according to:

- The eligibility criteria; and
- Available funding.

Where an application is incomplete or inaccurate, the applicant will be contacted and asked to supply additional information.

The majority of applications will be processed post-project completion (once the applicant has paid in full).

A-pre-commitment may be available for projects that meet one of the following:

- Require the approval of a third party and involve higher levels of project management.
- Offer greater community demonstration potential.
- Engage multiple households or tenancies in a building.
- Involve participation of Commonwealth concession card holders or tenanted properties.

Administration will not pre-commit more than 75% of unallocated funding at any time in a financial year.

Where pre-commitments are approved, final payment is subject to meeting all requirements of the incentive with project completion within three months, or other such time as agreed in writing by City of Adelaide.

Council understands that formal application and acquittal processes are not accessible and available for everyone and will provide support to individuals or groups to ensure the Sustainability Incentives Scheme is fair and accessible.

Roles and Responsibilities

The Climate Change Coordinator is responsible for administering the Sustainability Incentives Scheme. Administration aims to provide all applicants with the opportunity to access support and feedback while considering the application to the Sustainability Incentives Scheme. Council is committed to creating opportunities for collaboration and encourages applicants and City of Adelaide to work together to ensure that shared outcomes can be achieved.

Decision Making

Based on the above program priorities, eligibility criteria and assessment guidelines, City of Adelaide will assess each application received as part of the Sustainability Incentives Scheme and refer funding recommendations up to the value of \$50,000 (excluding GST) for a single application to the Manager of the relevant team (Park Lands and Sustainability or Low Carbon and Circular Economy) or appropriately delegated officer.

Funding recommendations in excess of \$50,000 will be presented to Council for decision.

Funding Source

Funding for the Sustainability Incentives Scheme is subject to the City of Adelaide's Annual Business Plan and Budget annually. All incentive funds will be allocated, administered and managed in a responsible and transparent manner. Approved incentives will not exceed the annual budget. We have considered other funding sources available to avoid duplication.

Notification and Payment

All applicants will be notified in writing of the outcome of their application. All successful applicants will be required to provide to City of Adelaide relevant details for Electronic Funds Transfer of grant monies.

Funding Acquittal

All successful pre-commitment applicants will be required to provide final outcomes of the project funded by City of Adelaide in the form of an acquittal report document (a template will be provided). Acquittal reports will be required within 6 weeks from the conclusion of each project.

All applicants may also be required to present, promote and share their successful grant projects with the local community and/or other grant recipients.

Key Performance Indicators

Key measures of performance for the Sustainability Incentives Scheme will be;

- Applications received and approved by type of incentive and month
- Total amount of funding distributed annually and total matched funds to measure return on investment.
- Overall investment ratio (total investment/ rebates) since 2015
- Impact on sustainability measures, including but not limited to;
 - Reductions in greenhouse gas emissions
 - Energy efficiency improvements
 - Total Solar PV installed
 - Total Energy Storage (kWh) installed
 - Total EV Charging Stations installed
 - Average EV Charging Station Capacity (kW)
 - Total Rainwater Storage (L) installed
 - Increases in resource recovery
 - Increases in biodiversity.

Monitoring and Implementation

The performance of the Sustainability Incentives Scheme will be monitored through the administrative and financial systems of City of Adelaide.

Individual funding programs will report outcomes to Council on an annual basis and will include an assessment of the cost per tonne of the emission reduction outcomes
~~Individual Funding Programs will report outcomes to Council on an annual basis.~~

Updates will be captured in the Council programs reporting process.

City of Adelaide is committed to regular review of the Sustainability Incentives Scheme to ensure City of Adelaide is providing relevant incentives to encourage our community to transition to a climate ready, low carbon and circular economy, consistent with industry and market trends. Recommendations from these reviews will be presented to Council for consideration.

OTHER USEFUL DOCUMENTS

Related documents

- Public facing guidance and terms and conditions documents
- How to for SmartyGrants and payments

Relevant legislation

- *Local Government Act 1999* (SA)
- *City of Adelaide Act 1998* (SA)
- *Environmental Protection Act 1993* (SA)
- *Planning, Development and Infrastructure Act 2016* (SA)
- *Heritage Act 1993* (SA)

ADMINISTRATIVE

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every **four** years in the year following the adoption of Council's new Strategic Plan unless legislative or operational change occurs beforehand. The next review is required in **2029**.

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2024/32737	Council	13/02/2024	Creation
	<i>Council</i>	<i>08/06/2025</i>	<i>Amendments to align with City of Adelaide Funding Programs Policy</i>

Contact:

For further information contact the City Shaping Program.

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APPENDIX A

Sustainability Incentives Scheme Program Specific Eligibility Criteria

The tables below provide an overview of eligibility for each individual incentive and provide examples of what would be ineligible for each incentive currently available through the Sustainability Incentives Scheme.

1. Smart and Green Energy

Appliance Electrification	Eligible	Ineligible
Categories and Description	50% up to \$1,000 (residential) and \$5,000 (commercial and not-for-profit) Categories are: - Hot Water Systems - Heating Ventilation and Air Conditioning Systems - Cooking Appliances – Stove Tops - Cooking Appliances – Ovens - Other Gas Appliances Appliance must be replacing a gas or wood burning appliance with either an all-electric or solar powered appliance.	- Replacement of an electric appliance. - Replacement with a gas or hybrid (including gas) appliance.
Entities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings - Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	
Limits per category	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

Switchboard Upgrades	Eligible	Ineligible
Categories and Description	50% up to \$5,000 – upgrade of switchboard to support electrification, solar and/or battery installation, or EV Charging	
Entities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings - Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	
Limits	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record
Project Types	- Undertaking a load study to determine if there's sufficient capacity for an electrification project. - Creation of a separate dedicated distribution board for electrification. - Installation of control hardware (eg for EV chargers). - Upgrade of existing equipment to increase capacity in switchboard for additional equipment	Switchboard upgrades not associated with supporting electrification, solar and/or battery installation, or EV Charging

Residential Solar PV	Eligible	Ineligible
Categories and Descriptions	• 20% up to \$1,000 – ≥ 1.5 kW to <10 kW Solar PV System • 20% up to \$2,500 – 10kW to < 20kW Solar PV System • 20% up to \$5,000 – ≥ 20 kW Solar PV System	• <1.5kW Solar PV System
Entities	• Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings Shared Use areas or individual tenants • Not-for-profit Community or Sporting Facilities	• Houses (Owner Occupied) • Small to Medium Enterprises • Multistorey Commercial properties
Limits	maximum of one application per retail electricity meter (National Meter Identifier – NMI).	Multiple applications per retail electricity meter (NMI)
Power Purchase Agreements	Solar PV systems purchased on a solar lease or power purchase agreements are eligible if the outright ownership is vested with the property owner or tenant at the end of the contracted term.	Solar PV systems purchased on a solar lease or power purchase agreements where outright ownership is vested with an external third party at the end of the contracted term.

Business Solar PV	Eligible	Ineligible
Categories and Descriptions	• 20% up to \$1,250 – 10kW to < 20kW Solar PV System • 20% up to \$2,500 – ≥20 kW Solar PV System	• <1.5kW Solar PV System • ≥1.5 kW to <10 kW Solar PV System
Entities	• Small to Medium Enterprises • Multistorey Commercial properties	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings Shared Use areas or individual tenants • Not-for-profit Community or Sporting Facilities
Limits	maximum of one application per retail electricity meter (National Meter Identifier – NMI).	Multiple applications per retail electricity meter (NMI)
Power Purchase Agreements	Solar PV systems purchased on a solar lease or power purchase agreements are eligible if the outright ownership is vested with the property owner or tenant at the end of the contracted term.	Solar PV systems purchased on a solar lease or power purchase agreements where outright ownership is vested with an external third party at the end of the contracted term.

EV Charging	Eligible	Ineligible
Categories and Description	EV Charging Stations • 50% up to \$250 – Electric bicycle charging station • 50% up to \$1,000 – Electric vehicle one way charging station (7 kW to <50 kW) • 25% up to \$2,000 – Electric vehicle 'smart'* charging station (7 kW to < 50 kW) * Smart stations include those with demand management capabilities or two-way charging capabilities EV Demand Management Systems • 25% up to \$1,000 – stand-alone system • 50% up to \$10,000 – network-integrated system	• Electric vehicle charging stations > 50 kW • Software subscription and monitoring service fees
Entities	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings • Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	
Limits per category	maximum of one application per retailer electricity meter (National Meter Identifier – NMI). The application may include multiple electric vehicle chargers. A demand management system must be controlling four or more electric vehicle chargers on a single NMI.	More than one application per NMI. Demand Management system controlling less than four EV chargers on a single NMI.

Energy Storage	Eligible	Ineligible
Categories and Description	• 50% up to \$1,000 – Battery Energy Storage System • The system must be installed to optimise internal electricity consumption and not be configured as a mains electricity supply back-up system only. • Costs associated with the energy storage system equipment and installation only.	• Energy Storage Systems configured as a mains electricity supply back-up system only. • Additional costs such as switchboard upgrades.
Entities	• Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings
Limits	Maximum of one application per retail electricity meter (National Meter Identifier – NMI).	Multiple applications per retail electricity meter (NMI)
Power Purchase Agreements	Energy Storage Systems purchased on a lease or power purchase agreements are eligible if the outright ownership is vested with the property owner or tenant at the end of the contracted term.	Energy Storage Systems purchased on a lease or power purchase agreements where outright ownership is vested with an external third party at the end of the contracted term.

Climate Smart Buildings	Eligible	Ineligible
Categories and Description	• Business Case Development 75% up to \$10,000 – Consultant fees related to professional advice and documentation to build a business case for innovative, whole-building approaches to sustainability • Project Implementation 50% up to \$40,000 for project management and implementation of whole-building approaches to sustainability Pre-commitment required. Applications must address any two or more of the other Sustainability Incentives Scheme offerings. Project Implementation applicants must have completed a Business Case Development incentive OR have detailed quote(s) or business case in place for project implementation that demonstrates expected environmental benefits of the project.	• Projects that are maintenance, like-for-like replacements, or renewals. • Buildings less than 24 months from certificate of occupancy. • Statutory energy efficiency required for building consent but supports the overall sustainability of the building.
Entities	• Multistorey Residential Strata/Community/Body Corporation Buildings • Multistorey Commercial properties • Projects located in the City of Adelaide involving a change-of-use to residential through adaptive reuse. Building categories include: ○ Shop-tops: Buildings up to four storeys in height. ○ Commercial to residential: Buildings five storeys and above.	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Single-storey Residential Strata/Community/Body Corporation Buildings • Small to Medium Enterprises • Not-for-profit Community or Sporting Facilities

SUSTAINABILITY GRANTS AND INCENTIVES PROGRAM OPERATING GUIDELINES

	○ Heritage: Adaptive reuse of heritage listed buildings to residential. ○ Major Projects: Projects delivering 20+ dwellings (subject to Council decision).	
Limits	Maximum of one application per site record per twelve (12) month period for eligible projects	Multiple applications per site record per twelve month period.

2. Active Transport

Active Transport	Eligible	Ineligible
Categories and Description	• E-bikes for commuting purposes 20% up to \$500 • Cargo bikes 20% up to \$1,000 • Bike Parking Rack Purchases must be from a South Australian Business	• Non-Electric bikes • E-bikes not for commuting purposes • Purchases from a business outside of South Australia
Entities	• Houses (Owner Occupied)* • Houses (Tenanted)* • Houses (Commonwealth Concession Card Holders)* • Residential Strata/Community/Body Corporation Buildings • Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	*Bike parking rack rebates are not available for Houses of any kind.
Limits per category	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record An application may include up to two bikes.	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

3. Climate Ready Buildings

Shading Devices	Eligible	Ineligible
Categories and Description	50% up to \$2,000 – installation of fixed outdoor shading device to shade glass windows and doors Pre-commitment required. Shading devices can include shutters, blinds, and vertical or horizontal building screens with blades, battens or slats External shading devices must be fixed to the building and be shading glass windows and doors. If automated, external shading devices must comply with AS/NZS 60335.2.97 Shading devices must have at least a five year warranty	- Indoor Shading Devices - Outdoor Shading Devices that do not cover windows or doors
Entities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings - Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	
Limits	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

Thermal Efficient Window or Door	Eligible	Ineligible
Categories and Description	50% up to \$3,500 – Replacement of external single glazed windows or doors with thermally efficient windows or doors. Pre-commitment required. New windows or doors can be either a single glazed, double glazed, or triple glazed insulating glass unit. The total system U-value of the new windows or doors installed must not be more than UT 3.0 W/m²K New windows and doors must comply with AS 2047 and AS 1288. New windows and doors must have at least a five year warranty	- Replacement of existing thermal efficient windows or doors. - Installation of new windows or doors - Installation of Windows or Doors with a total system U-value of more than UT 3.0 W/m²K
Entities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings - Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	
Limits	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

Insulation	Eligible	Ineligible
Categories and Description	50% up to \$2,000 – installation of insulation in an uninsulated ceiling space, under floor space or wall Pre-commitment required. The insulation product used must achieve a minimum winter R-value of 3.5 for ceiling spaces and a minimum of 2 for under floor spaces or walls. The insulation product must be installed in accordance with the National Construction Code BCA Section J1.	Insulation installed where there is pre-existing insulation
Entities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings - Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	
Limits	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

Rain Water Tanks	Eligible	Ineligible
Categories and Description	• 50% up to \$500 – Rainwater tank > 2,000 L plumbed into a single premise toilet, hot • water service or washing machine. • 50% up to \$5,000 – Rainwater tank plumbed into a common laundry, public conveniences or a toilet or hot water service or washing machine in a negotiated number of dwellings	• Rainwater tanks not plumbed into an eligible appliance • Rainwater tanks installed for garden use alone.
Entities	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings • Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	
Limits	Residential, business, non-profit community and sporting facilities – maximum of one application per rateable, rate exempt or rate rebated premises. Landlords and body corporations – maximum one application per site record.	

4. Greening

Living Buildings	Eligible	Ineligible
Categories and Description	50% up to \$5,000 – Design and Installation of a Green wall or Green Roof feature Pre-commitment required. Applicants must demonstrate that an appropriate maintenance plan has been developed. For green walls, evidence of a connected rainwater tank is required	- Applications without an appropriate maintenance plan - Green walls without a connected rainwater tank.
Entities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings - Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	
Limits	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

Trees and Native Plants	Eligible	Ineligible
Categories and Description	- Up to \$100 – selected established mature trees or up to 10 tube stock to be planted on private property from a dedicated native nursery such as Provenance Indigenous Plants or State Flora Nursery. Approved Plant List: Trees - Drooping Sheoak (<i>Allocasuarina verticillata</i>) – suitable for pots - Southern Cypress Pine (<i>Callitris gracilis</i>) – suitable for pots - Native Apricot (<i>Pittosporum angustifolium</i>) - Native Cherry (<i>Exocarpos cupressiformis</i>) Mid – and understorey - Gold Dust Wattle (<i>Acacia acinacea</i>) – suitable for pots - Sticky Hop-Bush (<i>Dodonaea viscosa</i> ssp. <i>spatulata</i>) - Sweet Bursaria (<i>Bursaria spinosa</i>) - Desert Senna (<i>Senna artemisioides</i> ssp. <i>coriacea</i>) – suitable for pots - Common Emu Bush (<i>Eremophila glabra</i> ssp. <i>glabra</i>) - Native Scurf Pea (<i>Cullen australasicum</i>) - Austral Trefoil (<i>Lotus australis</i>) - Ruby Saltbush (<i>Enchylaena tomentosa</i>) – suitable for pots - Pale Fan-Flower (<i>Scaevola albida</i>) – suitable for pots - Running Postman (<i>Kennedia prostrata</i>) – suitable for pots Grasses	- Plants not on the approved plant list - Plants to be planted on public land (e.g. nature strip) - Plants from nurseries that are not dedicated native nurseries.

	• Kangaroo Grass (Themeda triandra) – suitable for pots • Common Wallaby Grass (Rytidosperma caespitosum) – suitable for pots • Common Tussock-Grass (Poa labillardieri var. labillardieri) – suitable for pots • Lemon-scented Grass (Cymbopogon ambiguus) Sedges and rushes • Black-Anther Flax-Lily (Dianella revoluta var. revoluta) – suitable for pots • Pointed Mat-Rush (Lomandra densiflora) – suitable for pots Climbers • Old Man’s Beard (Clematis microphylla) – suitable for pots • Sweet Apple-Berry (Billardiera cymose)	
Entities	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings • Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	
Limits	Eligible Residential, Business, Community and Sporting Premises – maximum of one application per rateable, rate exempt or rate rebated premise. Building Owners, Community Corporations and Body Corporates – maximum of one application per site record	Multiple applications per rateable, rate exempt or rate rebated premise, or site record

5. Resource Recovery

Food Organics Collection Service		
Food Organics Collection Service	Eligible	Ineligible
Categories and Description	Six-months expenses up to \$4,000 – contracting a food organics collection service. Billing invoices from licenced operator over a consecutive six months required, billing periods must not overlap. Organic waste bins must be stored in compliance with the City of Adelaide Waste Management by-laws 2024. If an individual business is applying, waste must be managed by that business and not by a building manager or landlord.	
Entities	- Small to Medium Enterprises - Multistorey Commercial properties - Not-for-profit Community or Sporting Facilities	- Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings
Limits	Business, non-profit community sporting facilities – maximum of one application per rateable, rate exempt or rate rebated premise. Landlord, building owners, and body corporations – maximum of one application per site record	Multiple applications per premise or site record.

Commercial Green Waste Diversion	Eligible	Ineligible
Categories and Description	50% up to \$5,000 on out-right purchase or first 12-months of a rental agreement – commercial rapid composter, dehydrator or similar system to divert green waste from landfill. Pre-commitment required including statement affirming landfill avoidance strategy. This could include: - Privately Contracted Green Waste Removal Service (billing invoices from licenced operator over a consecutive two months required as proof, billing periods must not overlap) - Providing green waste to community garden. A trade waste application may be required from SA Water to operate a commercial composter, dehydrator, or similar system on site if the system dispels wastewater to the sewer network. The name of the officer and date of contact must be included in the application and, if required, a copy of an approved trade waste application must be provided. Organic waste bins must be stored in compliance with the City of Adelaide Waste Management by-laws 2018. If an individual business is applying, waste must be managed by that business and not by a building manager or landlord.	- Maintenance or other costs associated with running the system. - Application that does not define landfill avoidance strategy or details of contact with SA Water officer regarding requirement for Trade Waste Application. - Applications where organic waste bins are not being stored in compliance with City of Adelaide Waste Management By-Laws - Applications where individual business applying but waste managed by landlord or building manager.

Entities	• Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings
Limits	maximum of one application per rateable, rate exempt or rate rebated premises.	Multiple applications per premises.

Indoor Sorting Bins and Hard Waste Collection	Eligible	Ineligible
Categories and Description	50% up to \$5,000 – indoor sorting bin (e.g. recycling, organics) and educational signage and use of a private waste contractor to remove unwanted materials in a storage area to increase space for resource recovery items (e.g. bins, reusable containers) Pre-commitment required Indoor bins must match existing back-of-house bin collection services. Eligible streams include: - food organics 10c containers - co-mingled recycling - paper and cardboard - electronic waste and batteries Bin colours must match the National Australian standard (e.g. green/FOGO, yellow/co-mingled recycling, blue/paper and cardboard). If Hard Waste included, billing invoices from a licensed waste operator must be presented. If an individual business is applying, hard waste must be owned and managed by that business and not by a building manager or landlord. Evidence must be provided to show how space recovered through hard waste pickup will be used for resource recovery/reusable systems. Site visit may occur to ensure storage space setup matches evidence provided.	Bins for materials processed as alternative fuel

Entities	• Small to Medium Enterprises • Multistorey Commercial properties • Not-for-profit Community or Sporting Facilities	• Houses (Owner Occupied) • Houses (Tenanted) • Houses (Commonwealth Concession Card Holders) • Residential Strata/Community/Body Corporation Buildings
Limits	Business, non-profit community sporting facilities – maximum of one application per rateable, rate exempt or rate rebated premise. Landlord, building owners, and body corporations – maximum of one application per site record	Multiple applications per premise or site record.

Suppliers of Reusable Delivery Containers	Eligible	Ineligible
Categories and Description	50% up to \$500 – services that deliver back-of-house supplies in reusable containers to your business. Pre-commitments required Evidence of reusable transport containers (e.g., reusable crates, kegs) used by supplier must be provided (swap system) Billing invoices over a consecutive two-month period from a supplier must be presented, and the billing period must not overlap The rebate applicant must be receiving supplies transported with reusable delivery containers. Supplier can be located outside the CoA as long as the recipient of this rebate is located within the Adelaide CBD or North Adelaide.	- Beer kegs, pallets, bakery crates, large drums/tanks and milk crates - cannot be used by a supplier to replenish their existing stock of reusable containers.
Entities	- Small to Medium Enterprises - Not-for-profit Community or Sporting Facilities	- Multistorey Commercial properties - Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/Community/Body Corporation Buildings

Limits	Business, non-profit community sporting facilities – maximum of one application per rateable, rate exempt or rate rebated premise. Landlord, building owners, and body corporations – maximum of one application per site record	Multiple applications per premise or site record.
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Initial Purchase of Reusable Delivery Containers		
Categories and Description	Eligible 50% up to \$10,000 – initial purchase of reusable transport containers between supplier and business. Pre-commitments required Evidence of reusable transport containers (e.g., reusable crates, kegs) used by supplier must be provided (swap system) Reusable transport containers must be made with at least 50% recycled material. Reusable containers must comply with SA Health and Transport standards The rebate applicant must be either a CoA business receiving supplies transported with the purchased reusable delivery containers or be a CoA business transporting products with purchased reusable containers (swap system).	Ineligible - Beer kegs, milk crates, bakery crates, large drums/ tanks, and pallets - cannot be used by a supplier to replenish their existing stock of reusable containers.
Entities	- Small to Medium Enterprises - Not-for-profit Community or Sporting Facilities	- Multistorey Commercial properties - Houses (Owner Occupied) - Houses (Tenanted) - Houses (Commonwealth Concession Card Holders) - Residential Strata/ Community/ Body Corporation Buildings
Limits	Business, non-profit community sporting facilities – maximum of one application per rateable, rate exempt or rate rebated premise.	Multiple applications per premise or site record.

	Landlord, building owners, and body corporations – maximum of one application per site record	
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Councillor Martin - MoN - New E-scooter and Personal Mobility Device Regulations

Tuesday, 8 July 2025
Council

Council Member
Councillor Phillip Martin

Public

Contact Officer:
Mike Philippou, A/Director City Infrastructure

MOTION ON NOTICE

Councillor Phillip Martin will move a motion and seek a seconder for the matter shown below to facilitate consideration by the Council:

‘That Council;

Noting that the State Government has announced new regulations governing the use of e-scooters and other personal mobility devices (PMDs), asks the Administration to request a briefing from the Department for Infrastructure and Transport and prepare a report on the permit conditions to be imposed by the City of Adelaide considering the changes to new regulations including to issue any new permits to e-scooter operators and complementary rules as are possible for users of both shared and privately owned e-scooters or PMDs. The report shall be presented to Council by the end of August, 2025 and include, but not be limited to, the following;

1. Proposals for transitioning e-scooters and personal mobility devices from footpaths to roads or bikeways
 2. The circumstances under which e-scooters and personal mobility devices (such as privately owned and operated e-scooters) would be allowed to transition from footpaths to roads
 3. A list of personal mobility devices, including disability scooters, that would be permitted to continue to use footpaths
 4. Any potential exemptions to excluding e-scooters from riding on footpaths
 5. The means by which geo-fencing could be introduced for all e-scooters permit holders to designated pick up and drop off zones and any recommendations to improve pedestrian access around locations such as traffic lights and other designated crossings, minimum footpath widths for geo-fencing sites etc
 6. Details of a proposed licence term/s and a new fee structure to replicate the standard permit conditions fees in other cities, with clear identification of the circumstances that would constitute a breach of permit and descriptions of any penalties
 7. Safety standards that could be enforced for e-scooter permit holders and details of the extent to which safety measures could be requested of users of privately owned devices
 8. A condition of use for all e-scooter permit holders to immediately report to Council any accident resulting in injury to enable Council to independently record such statistics
 9. Time frames for implementation
 10. Any other relevant issues.’
-

ADMINISTRATION COMMENT

1. The State Government has announced new regulations governing the use of e-scooters and other personal mobility devices (PMDs).
2. From Sunday 13 July 2025, South Australians aged 16 years or over will be able to legally ride e-scooters and other Personal Mobility Devices (PMDs) on public roads and paths as follows:
 - 2.1. On footpaths, shared paths and road crossings - maximum 10km/h
 - 2.2. On separated footpaths, bicycle paths or bicycle lanes (physically separated from other traffic) - maximum speed of 25km/h
 - 2.3. On bike lanes (where the maximum road speed limit is no greater than 50km/h) - maximum speed of 25km/h
 - 2.4. To the left on any road where there is no bike lane (where the maximum speed limit is no greater than 50km/h) - maximum speed of 25km/h
 - 2.5. PMDs must be ridden in the bicycle lane if the road has a bicycle lane (for roads where the maximum speed limit is not greater than 50km/h)
 - 2.6. E-scooters will be permitted on roads where the maximum speed limit is 60km/h but must ride in the bicycle lane. Riders must stick to the maximum speed limit of 25km/h.
3. The new regulations also cover fleet-operated e-scooter operations such that special permission from the Minister for Infrastructure and Transport is not required, however companies will need permission from local Councils to park or store e-scooters on footpaths.
4. The Department for Infrastructure and Transport (DIT) has also advised that where local Councils can demonstrate that the use of PMDs is not suitable on footpaths or other areas managed by the local Council, primarily due to concerns for pedestrian safety, the use of these devices may be prohibited, subject to an application to and assessment by DIT.
5. Councils will also be able to use geofencing, make rules about where e-scooters can be stored and decide if companies need insurance.
6. The new road rules related to e-scooters and other PMDs will be enforced by SA Police. Further information on the Legal PMD devices, rules and applying when riding a PMD and where PMDs can be used and speed limits can be found [here](#).
7. Administration is reviewing the new regulations framework to assess the potential impacts on the City of Adelaide and to shared e-scooter operations, including permit conditions and amendments to align with the new regulations from 13 July 2025.
8. Administration is in the process of organising a meeting with DIT and SA Police to discuss the new regulations and impacts to the City of Adelaide including:
 - 8.1. Exclusion zones for use of PMDs.
 - 8.2. The design of infrastructure to support use of PMDs.
 - 8.3. Enforcement by SA Police.
 - 8.4. Request for DIT to attend a briefing of Council on the new regulations.
9. Should Council resolve to support the proposed motion, a report will be presented to the Infrastructure and Public Works Committee meeting on 15 August 2025 in relation to the ongoing use and permits for shared micromobility prior to the expiry of the current permits.

Should the motion be carried, the following implications of this motion should be considered. Note any costs provided are estimates only – no quotes or prices have been obtained:	
Public consultation	Not applicable
External consultant advice	Not applicable
Legal advice / litigation (eg contract breach)	Not applicable
Impacts on existing projects	Not applicable

Budget reallocation	Not applicable
Capital investment	Not applicable
Staff time in preparing the workshop / report requested in the motion	8 hours
Other	Not applicable
Staff time in receiving and preparing this administration comment	To prepare this administration comment in response to the motion on notice took approximately 4.5 hours.

- END OF REPORT -

Councillor Martin - QoN - Davis Vs The Corporation of The City of Adelaide

Tuesday, 8 July 2025
Council

Council Member
Councillor Phillip Martin

Public

Contact Officer:
Michael Sedgman, Chief Executive
Officer

QUESTION ON NOTICE

Councillor Phillip Martin will ask the following Question on Notice:

'Could the Administration advise;

1. On what basis Councillor Davis instituted legal action against the City, the CEO and the Lord Mayor?
2. Whether others were initially cited in the legal action?
3. What was judgement of the Supreme Court dated March 25, 2025?
4. The total legal and staff costs incurred by the City of Adelaide responding to Councillor Davis?
5. The estimated cost of Councillor Davis' legal actions to be met by the LGA Mutual Liability Scheme, and thus the ratepayers of South Australia?
6. Does the Administration have any information about whether the LGA Mutual Liability Scheme will be seeking to recover its costs from Councillor Davis?
7. What has been the cost to the City of Adelaide and its ratepayers of dealing with all other matters arising from litigation and/or complaints initiated by Councillor Davis?

The Lord Mayor will provide a reply at the meeting, the reply and question will be included in the Minutes of the meeting.

- END OF REPORT -

Councillor Snape - QoN - Park Lands

Tuesday, 8 July 2025
Council

Council Member
Councillor Keiran Snape

Public

Contact Officer:
Ilia Houridis, Director City Shaping

QUESTION ON NOTICE

Councillor Keiran Snape will ask the following Question on Notice:

1. What is the total hectares of park lands taken by the state govt in this current term of office including Possum Park and John E Brown Park?
2. Is the takeover of Possum Park and John E Brown Park the biggest park lands takeover by any state government?

The Lord Mayor will provide a reply at the meeting, the reply and question will be included in the Minutes of the meeting.

- END OF REPORT -

Program Contact:

Anthony Spartalis, Chief
Operating Officer

Approving Officer:

Michael Sedgman, Chief
Executive Officer

Public

EXECUTIVE SUMMARY

Section 90(2) of the *Local Government Act 1999 (SA)* (the Act), states that a Council may order that the public be excluded from attendance at a meeting if the Council considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.

It is the recommendation of the Chief Executive Officer that the public be excluded from this Council meeting for the consideration of information and matters contained in the Agenda.

For the following Report for Council (Chief Executive Officer's Reports) seeking consideration in confidence

- 22.1** Appointment of Member to the Brown Hill and Keswick Creeks Stormwater Board [section 90(3) (a) of the Act]

The Order to Exclude for Item 22.1:

1. Identifies the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
2. Identifies the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
3. In addition, identifies for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.

ORDER TO EXCLUDE FOR ITEM 22.1

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (a) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 8 July 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 22.1 [Appointment of Member to the Brown Hill and Keswick Creeks Stormwater Board] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item is confidential information that must be considered in confidence in order to protect the personal affairs of nominees.

The disclosure of information in this report could reasonably implicate the nominees' reputations in the business community.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 8 July 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 22.1 [Appointment of Member to the Brown Hill and Keswick Creeks Stormwater Board] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (a) of the Act.
-

DISCUSSION

1. Section 90(1) of the *Local Government Act 1999 (SA)* (the Act) directs that a meeting of Council must be conducted in a place open to the public.
2. Section 90(2) of the Act, states that a Council may order that the public be excluded from attendance at a meeting if Council considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.
3. Section 90(3) of the Act prescribes the information and matters that a Council may order that the public be excluded from.
4. Section 90(4) of the Act, advises that in considering whether an order should be made to exclude the public under section 90(2) of the Act, it is irrelevant that discussion of a matter in public may -
 - (a) *cause embarrassment to the council or council committee concerned, or to members or employees of the council; or*
 - (b) *cause a loss of confidence in the council or council committee; or*
 - (c) *involve discussion of a matter that is controversial within the council area; or*
 - (d) *make the council susceptible to adverse criticism.*
5. Section 90(7) of the Act requires that an order to exclude the public:
 - 5.1 Identify the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
 - 5.2 Identify the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
 - 5.3 In addition identify for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.
6. Section 83(5) of the Act has been utilised to identify in the Agenda and on the Report for the meeting, that the following report is submitted seeking consideration in confidence.
 - 6.1 Information contained in Item 22.1 – Appointment of Member to the Brown Hill and Keswick Creeks Stormwater Board
 - 6.3.1 Is not subject to Existing Confidentiality Orders
 - 6.3.2 The grounds utilised to request consideration in confidence is section 90(3) (a) of the Act
 - (a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

ATTACHMENTS

Nil

- END OF REPORT -

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