

Kadaltilla

Adelaide Park Lands Authority



BOARD MEETING AGENDA

Thursday, 23 April 2026 at 4.30 pm
Colonel Light Room, Adelaide Town Hall

Kadaltilla / Adelaide Park Lands Authority

Board Meeting Agenda, Thursday, 23 April 2026 at 4.30 pm
Colonel Light Room, Adelaide Town Hall

Membership	The Lord Mayor 4 other members appointed by the Council 5 members appointed by the Minister for Planning
Quorum	6
Presiding Member	The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith
Deputy Presiding Member	Elinor Walker
Board Members	Tim Agius Daniel Bennett Kirsty Bevan Ashley Halliday Stephanie Johnston Warwick Keates Councillor Keiran Snape Sally Underdown
Proxy Board Members	Councillor Eleanor Freeman, for Councillor Keiran Snape Sarah Russo, for Stephanie Johnston Allan Sumner, for Tim Agius

Agenda

1. Welcome and Opening

1.1 Acknowledgement of Country

At the opening of the Board Meeting, the Board member presiding will state:

‘Kadaltilla / Adelaide Park Lands Authority 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.’

1.2 Apologies

Nil

1.3 Confirmation of Minutes

That the Minutes of the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 March 2026 be taken as read and be confirmed as an accurate record of proceedings.

- 2. Conflict of Interest**
- 3. Presiding Member Report (verbal)**
Nil
- 4. Deputations**
Nil
- 5. Items for Board Discussion**
Nil
- 6. Items for Board Decision**
 - 6.1** Community Consultation Outcomes Adelaide TreeClimb SA Lease Park 20 7 - 13
 - 6.2** Park Lands Lease Consultation Findings 14 - 144
 - 6.3** Lease Variation Tennis SA and Memorial Drive Tennis Club (Park 26) 145 - 172
- 7. Items for Noting**
- 8. Other Business**
- 9. Meeting Close**

Kadaltilla

Adelaide Park Lands Authority



BOARD MEETING MINUTES

Thursday, 26 March 2026

Colonel Light Room, Adelaide Town Hall

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Kadaltilla / Adelaide Park Lands Authority

Board Meeting Minutes, Thursday, 26 March 2026, at 4.30 pm
Colonel Light Room, Adelaide Town Hall

Present:

Deputy Presiding Member Elinor Walker
Board Members Tim Agius
Daniel Bennett
Kirsty Bevan
Stephanie Johnston
Sally Underdown
Councillor Eleanor Freeman (proxy for Councillor Keiran Snape)

1 Welcome and Opening

1.1 Acknowledgement of Country

At the opening of the Board Meeting, the Deputy Presiding Member, Elinor Walker stated:

'Kadaltilla / Adelaide Park Lands Authority acknowledges that we are meeting on traditional Country of the Kurna 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 Kurna people living today.

And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.'

Deputy Presiding Member, Elinor Walker, welcomed Tim Agius as a returning member to the Board.

Sally Underdown entered the Colonel Light Room at 4.31pm

1.2 Apologies

Presiding Member –

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

Board Members –

Warwick Keates

Ashley Halliday

Leave of Absence –

Councillor Keiran Snape

1.3 Confirmation of Minutes

Board Decision

Moved by Daniel Bennett,
Seconded by Kirsty Bevan -

That the Minutes of the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 February 2026 be taken as read and be confirmed as an accurate record of proceedings.

Carried

2 Conflict of Interest

Nil

3 Presiding Member Report (verbal)

Nil

4 Deputations

Nil

5 Items for Board Discussion

5.1 External Presentation - Cricket Net Relocation – Red Gum Park / Karrawirra (Park 12)

Presented by –

Michelle Wilson, CEO, Adelaide University Sport and Fitness

Precis of Item:

The purpose of this presentation is for Adelaide University to provide information about their proposal to relocate cricket nets in Red Gum Park / Karrawirra (Park 12) to a new location within the same park.

6 Items for Board Decision

6.1 Cricket Net Relocation – Red Gum Park / Karrawirra (Park 12)

Discussion ensued

Board Decision

Moved by Kirsty Bevan,
Seconded by Daniel Bennett -

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Supports the relocation of the existing cricket nets within Red Gum Park / Karrawirra (Park 12) as contained in Attachment A to Item 6.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 March 2026.

Carried

7 Items for Noting

Nil

8 Other Business

Nil

Closure

The meeting closed at 4.50 pm

Elinor Walker
Deputy Presiding Member
Kadaltilla / Adelaide Park Lands Authority

Documents Attached:

Nil

Kadaltilla

Adelaide Park Lands Authority

Community Consultation Outcomes Adelaide TreeClimb SA Lease Park 20

**Thursday, 23 April 2026
Board Meeting**

Author: Mike Philippou
Associate Director, Strategic
Property & Commercial

Public

Purpose

The purpose of this report is to present the outcomes of the Community Consultation undertaken on the draft Key Lease Terms for the proposed Commercial Park Lands Lease with Adelaide TreeClimb SA Pty Ltd within Blue Gum Park/Kurangga (Park 20).

The consultation was undertaken as the proposed Lease Term exceeds five years and was conducted in accordance with Section 202(2) of the *Local Government Act 1999* (SA), Council's Community Consultation Policy, and the Adelaide Park Lands Leasing and Licensing Policy (2016).

The report summarises the feedback received, identifies key themes raised by the community, and provides the consultation outcomes to inform Kadaltilla/Adelaide Park Lands Authority's advice to Council regarding the proposed Lease Terms.

Recommendation

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the findings of the Community Consultation outcomes, as contained in **Attachment A**, on the draft Key Lease Terms as contained in **Attachment B** to Item 6.1 on the Agenda for the meeting of the Board of Kadaltilla/Adelaide Park Lands Authority held on 23 April 2026.
2. Endorses the Chief Executive Officer to enter into a Lease Agreement with Adelaide TreeClimb SA Pty Ltd for a term not exceeding ten years.
3. Endorses the Lord Mayor and Chief Executive Officer to sign and affix as necessary the Common Seal to the Lease Agreement and all associated documentation to give effect to the above-mentioned decision.

Implications

<p>Adelaide Park Lands Management Strategy – Towards 2036</p>	<p>Adelaide Park Lands Management Strategy - Towards 2036</p> <p>The Adelaide Park Lands are a place to meet and enjoy diverse experiences. Goal 1 – Places and Spaces</p> <p>Strategy 1.1 Create a network of hubs that respond to the needs of growing and changing communities in the city and neighbouring suburbs to create spaces for all South Australians and visitors to enjoy.</p>
<p>2023-2028 Strategic Plan</p>	<p>Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan</p> <p>Strategic Plan Alignment – Expert Advice</p> <p>Key Action 4.1 – Provide advice on plans, projects, and policies for the Adelaide Park Lands.</p>
<p>City of Adelaide Strategies</p>	<p>City of Adelaide Strategic Plan 2024-2028</p> <p>Supports the key action to ‘enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport’.</p>
<p>Policy</p>	<p>Adelaide Park Lands Community Land Management Plan (CLMP) supports the leasing and licensing of this Park Lands premise. One of the purposes stated in the CLMP is TreeClimb facility.</p> <p>Adelaide Park Lands Leasing and Licensing Policy (Policy)</p>
<p>Consultation</p>	<p>The consultation was conducted in accordance with Section 202(2) of the <i>Local Government Act 1999</i> (SA), as the proposed Lease Term exceeds five years.</p>
<p>Resource</p>	<p>Negotiation of the Park Lands Commercial Lease Agreement will be undertaken within current resources, and legal advice will be sought to draft the Lease Agreement.</p>
<p>Risk / Legal / Legislative</p>	<p>The <i>Retail and Commercial Leases Act 1995</i> (SA) does not apply to Leases or Licences in the Adelaide Park Lands granted by the City of Adelaide (exemption was granted by the Minister for Business Services and Consumers on 28 December 2011).</p>
<p>Design</p>	<p>Not as a result of this report</p>
<p>Opportunities</p>	<p>Partnering with organisations / business operators within the Park Lands to provide unique offerings to Park Lands visitors and to contribute to people actively using or enjoying the Park Lands.</p>
<p>City of Adelaide Budget Allocation</p>	<p>Annual rent will be informed by an independent rental assessment that considers the unique nature of the permitted use and the Adelaide Park Lands.</p>
<p>Capital Infrastructure Projects</p>	<p>Not as a result of this report</p>
<p>Life of Project, Service, Initiative or (Expectancy of) Asset</p>	<p>The proposed Lease Term will not exceed ten years.</p>
<p>Ongoing Costs (eg maintenance cost)</p>	<p>Maintenance responsibilities will form part of the Lease negotiations.</p>

Other Funding Sources

Any improvements proposed by the Lessee will be self-funded.

Discussion

1. Adelaide TreeClimb is Australia's first inner-city aerial adventure park. It features climbing platforms, ropes, flying foxes, and suspended bridges integrated into mature trees.
2. TreeClimb SA Pty Ltd (TreeClimb) occupies a designated portion of Blue Gum Park/Kurangga (Park 20) as delineated in yellow in the map below and includes three suspended courses (Children's, Junior, and Grand's), as well as the "Ecohut" (delineated in red) arrival/check-in point, and café. The offering is consistent with the Adelaide Park Lands Management Strategy and the Park 20 Community Land Management Plan (CLMP).

Map: TreeClimb SA Pty Ltd (TreeClimb) / Blue Gum Park/Kurangga (Park 20)



3. TreeClimb (together with its predecessor, Bounce South Australia Pty Ltd) has held a Lease with the City of Adelaide since 1 November 2018. The initial Lease Term was four years, with a further four-year extension exercised and due to conclude on 31 October 2026.
4. This report is to present the outcomes of the Community Consultation, **Attachment A** and draft Key Lease Terms, **Attachment B** for the proposed Commercial Park Lands Lease with Adelaide TreeClimb SA Pty Ltd within Blue Gum Park/Kurangga (Park 20).
5. The draft Key Lease Terms, **Attachment B**, were presented and supported by Kadaltilla/Adelaide Park Lands Authority (Kadaltilla) on 30 October 2025, and on 25 November 2025, Council authorised the Administration to undertake public consultation on the draft Key Lease Terms.

Community Consultation

6. In accordance with Section 202(2)(b) of the *Local Government Act 1999* (SA), public consultation is required prior to granting a Lease over Community Land if the Lease term exceeds five years. As the proposed Lease term for TreeClimb exceeds five years, a Community Consultation process was undertaken.
7. The Community Consultation was conducted between 9 February and 3 March 2026, seeking engagement on the draft Key Lease Terms, and included the following information:
 - 7.1. A summary of the draft Key Lease Terms.
 - 7.2. Details of the proposed tenant and their intended use.
 - 7.3. Aerial map showing the lease area and surrounding Park Lands.
 - 7.4. Information on how to provide feedback.
8. To ensure the highest level of engagement, the Community Consultation was made accessible by the following means:
 - 8.1. Public notice in The Advertiser.
 - 8.2. Public notice in The Government Gazette.
 - 8.3. An online engagement page on OurAdelaide.sa.gov.au.
 - 8.4. Email submissions via ouradelaide@cityofadelaide.com.au.
 - 8.5. Display materials within Park 20.
 - 8.6. Hard-copy documents at Council libraries and community centres.

Community Consultation Findings

9. At the close of consultation on 3 March 2026, a total of 92 submissions were received.
10. Responses to the Key Lease Terms:
 - 10.1. 92.39% supported Council progressing with a lease.
 - 10.2. 4.35% did not support the proposal.
 - 10.3. 3.26% were unsure.
11. Key themes of support included:
 - 11.1. Strong support for the continued leasing of Park 20 for the current use to TreeClimb.
 - 11.2. Recognition of the value of this low-impact use that encourages physical activity for adults and children.
 - 11.3. Good for children as it teaches balance and confidence.
 - 11.4. Bring people and families to the Park Lands.
 - 11.5. Add value by creating a safe space for families and children. Passive surveillance for walkers.
 - 11.6. Wonderful use of the natural environment.
 - 11.7. Positive feedback on service quality, care for the site and environment.
 - 11.8. Makes the area around the bike track more usable with a toilet and café.
12. Key themes of concern included:
 - 12.1. A requirement to look after tree health and contribute to Park Land revegetation efforts.
 - 12.2. Damage to the natural environment.
 - 12.3. No additional buildings for commercial purposes.
13. The current lessee also provided a submission confirming their commitment to the activation of the Park Land, providing family-friendly recreation, school and youth group participation, offering an experience that

supports healthy lifestyles, and encouraging people of all ages to engage with the natural environment. They emphasised their responsibility to ensure safe operations and management of the natural environment.

14. The Lease includes a maintenance fee for Council-delivered works, and conditions to maintain public ground-level access, vegetation protection, and safety standards. Independent arborist reports are regularly commissioned by the Lessee to monitor tree health and safety.
15. The proposal as presented through the Lease negotiations does not include changes to the building footprint.
16. Community Consultation feedback has been assessed by the Administration, and the summary is provided in **Attachment A** to this report.
17. All responses received as part of the consultation process can be viewed here – [Link 1](#).
18. As a result of this process and the assessment of the feedback provided by the community through consultation, the Administration does not recommend any changes to the draft Key Lease Terms.

Next Steps

19. Subject to Kadaltilla's advice, a report will be presented to the Infrastructure and Public Works Committee on 19 May 2026, seeking approval to finalise the Lease Agreement with Adelaide TreeClimb SA Pty Ltd.
20. The proposed Lease is for a term of no more than ten years, with rent to be determined by benchmarking, and the continuation of an annual maintenance fee (annually adjusted).

Data and Supporting Information

Link 1- [Results Summary Report](#)

Attachments

Attachment A – Community Consultation Summary

Attachment B - Key Lease Terms

- END OF REPORT -

Community Consultation Summary

Blue Gum Park/Kurangga (Park 20) – Commercial Lease to TreeClimb SA Pty Ltd for a lease term exceeding 5 years

Overview

Community consultation was undertaken between 9 February and 3 March 2026 on the draft Key Lease Terms:

A total of 92 submissions were received during the consultation period.

535 visitors.

Quantitative Results

Support for Proposed Lease

- 92.39% supported Council progressing with a lease not exceeding 10 years
- 4.35% did not support the proposal
- 3.26% were unsure

Qualitative Feedback – Key Themes

Key Themes of Support

- Strong support for the continued leasing of Park 20 for the current use to TreeClimb.
- Recognition of the value of this low-impact use that encourages physical activity for adults and children.
- Good for children as it teaches balance and confidence.
- Bring people and families to the Park Lands
- Add value by creating a safe space for families and children. Passive surveillance for walkers.
- Wonderful use of the natural environment.
- Positive feedback on service quality, care for the site and environment.
- Makes the area around the bike track more usable with a toilet and café.

Key Themes of Concern

- A requirement to look after tree health and contribute to Parkland revegetation efforts.
- Damage to the natural environment.
- No additional buildings for commercial purposes.

Key Lease Terms Adelaide TreeClimb

Category	Details
Proposed Proponent	TreeClimb SA Pty Ltd (ACN 612 016 145)
Rent	Rent to be determined in accordance with mutual negotiations with the proposed proponent and in conjunction with a market rent review
Rent Review Mechanism	Rent reviewed on each Review Date using either fixed 4% increase or CPI, whichever is the greatest.
Additional Costs	Proposed Proponent must pay: <ul style="list-style-type: none"> • All rates and taxes • All outgoings relating to ownership, management, and operation of the premises • Utilities (electricity, water, gas, telephone, etc.) • Legal costs (half of preparation, all variation/extension, breach enforcement).
Special Conditions	<ul style="list-style-type: none"> • Public access to amenities during business hours and ground-level licence area access at all times unless Council consents otherwise • Biodiversity preservation obligations (no drilling through trees, annual arborist inspections, report damage) • Risk Management Plan to be prepared before commencement and updated annually • Council may relocate lessee with three months' notice for commercial reasons
Proposed Lease Term	Initial term: 4 years (1 Nov 2026 – 31 Oct 2030). Renewal: one right of renewal for a further 4 years (1 Nov 2030 – 31 Oct 2034).
Permitted Use	Auxiliary services to the Licence Area Permitted Use, including information centre, amenities, and small-scale provision of pre-prepared food/beverages. Licence Area use includes tree-top adventure course with suspension lines, bridges, flying foxes, and climbing obstacles.
Bank Guarantee	Equivalent to three months' rent (incl. GST), continuing and irrevocable, to be replenished if rent increases or part is drawn. Released one month after expiry if no contingent obligations remain.
Maintenance	Lessee responsible for all repairs (including structural repairs to alterations), replacement of damaged Council equipment, cleaning, graffiti removal, pest inspections, vegetation maintenance.
Works Conditions	Lessee must not alter premises without Council consent and must provide details of proposed works. Proposed proponent pays Council's costs for approvals and must refurbish premises prior to expiry.

Kadaltilla

Adelaide Park Lands Authority

Park Lands Lease Consultation Findings

Thursday, 23 April 2026
Board Meeting

Author: Jennifer Kalionis,
Associate Director City Culture

Public

Purpose

The purpose of this report is to provide an overview to Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) of the outcomes from the public consultation, conducted from Friday, 9 January 2026 to Thursday, 12 February 2026, on three draft Park Lands Lease Agreements. The consultation highlights that the community support the draft Lease Agreements.

The report also seeks Kadaltilla's support to recommend to Council:

- A 9-year Park Lands Lease Agreement for the community sports facilities at Denise Norton Park / Pardipardinyilla (Park 2)

And submit to Parliament:

- A 15-year Park Lands Lease Agreement for the community sports facilities at Bullrush Park / Warnpangga (Park 10) and
- A 21-year Park Lands Lease Agreement for the community sports facilities at Mary Lee Park / Tulya Wardli (Park 27B).

Recommendation

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 Park Lands Lease Agreements between the City of Adelaide and the respective lessees and community sports facilities listed below as contained in Attachment A to Item 6.2 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 23 April 2026:
 - 1.1. Blackfriars Priory School – Denise Norton Park / Pardipardinyilla (Park 2) – 9-year Park Lands Lease Agreement.
 - 1.2. Adelaide Archery Club – Bullrush Park / Warnpangga (Park 10) – 15-year Park Lands Lease Agreement.
 - 1.3. West Adelaide Soccer Club – Mary Lee Park / Tulya Wardli (Park 27B) – 21-year Park Lands Lease Agreement.
2. Supports the Chief Executive Officer or delegate to grant a 9-year (1 July 2026 to 30 June 2035) Park Lands Lease Agreement to the Blackfriars Priory School for the community building and playing fields at Denise Norton Park / Pardipardinyilla (Park 2) as contained in Attachment B to Item 6.2 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 23 April 2026.
3. Supports the Park Lands Lease Agreements between the City of Adelaide and the respective lessees and community sports facilities listed below as contained in Attachments C and D to Item 6.2 on the Agenda

for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 23 April 2026, for the purpose of being placed before both Houses of Parliament.

- 3.1. Adelaide Archery Club – Bullrush Park / Warnpangga (Park 10) – 15-year Park Lands Lease Agreement.
- 3.2. West Adelaide Soccer Club – Mary Lee Park / Tulya Wardli (Park 27B) – 21-year Park Lands Lease Agreement.

Implications

Adelaide Park Lands Management Strategy – Towards 2036	Adelaide Park Lands Management Strategy - Towards 2036 This project supports the following strategy and action: 1.8 – ‘Strengthen the role of the Adelaide Park Lands as a regional destination for competitive sport and a variety of active and passive forms of recreation’
2023-2028 Strategic Plan	Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan Strategic Plan Alignment – Expert Advice 4.1 – Provide advice on plans, projects, and policies for the Adelaide Park Lands
City of Adelaide Strategies	This project aligns with the City of Adelaide 2024-2028 Strategic Plan; in particular, ‘Enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport’.
Policy	Consistent with the Adelaide Park Lands Community Land Management Plans and the Adelaide Park Lands Leasing and Licensing Policy (2016).
Consultation	Public consultation on the draft Lease Agreements took place over a five-week period per the City of Adelaide’s Community Consultation Policy.
Resource	This project and the granting of a new Park Lands community Lease Agreement will be undertaken within current operational resources.
Risk / Legal / Legislative	Adelaide Park Lands Act 2005 (SA) Subject to further consideration by Kadaltilla and Council, and to the Act, two lease agreements will be placed before both Houses of Parliament for 14 sitting days (concurrently), prior to execution by Council Administration.
Design	Not as a result of this report
Opportunities	By maintaining each Lessee’s presence in their respective parks, the granting of these Park Lands Lease Agreements would ensure the continued delivery of sport and recreational benefits, consistent with the objectives of the Adelaide Park Lands Management Strategy and the Community Land Management Plans for Denise Norton Park / Pardipardinyilla (Park 2), Bullrush Park / Warnpangga (Park 10) and Mary Lee Park / Tulya Wardli (Park 27B). The 21-year lease agreement for Park 27B aligns to the clubs’ investments to the proposed redeveloped Community Building that will support community sport and provide accessible facilities for all visitors to the Park Lands.
City of Adelaide Budget Allocation	The three lessees will generate approximately \$15,800 in total in annual revenue in the 2026/2027 financial year, indexed annually for the remainder of each lease term.
Capital Infrastructure Projects	The Park 27B lease agreement is linked to the proposed redeveloped community building, which is co-funded by West Adelaide Soccer Club with State funding.
Life of Project, Service, Initiative or (Expectancy of) Asset	The proposed lease terms are as follows: Park 2 – 9 years Park 10 – 15 years Park 27B – 21 years

Ongoing Costs (eg maintenance cost)	Each Lease Agreement (Attachments B, C and D) details the proposed maintenance responsibilities of each respective Lessees and the City of Adelaide.
Other Funding Sources	The Community Building redevelopment will be funded by contributions from the City of Adelaide (\$2.925m) and a State Government grant (\$2m). It must be noted that approximately \$700,000 of the State government grant has been spent on installing new sports ground lighting.

Discussion

Background

1. Community consultation was undertaken on three draft Park Lands Lease Agreements for Blackfriars Priory School, Adelaide Archery Club and West Adelaide Soccer Club. This consultation ensured that local residents, park users, and stakeholders had an opportunity to inform decisions on the proposed use and management of Park Lands facilities and spaces by these community groups.
2. The Blackfriars Priory School (BPS) is the Lessee of a Community Building, three playing fields and four community courts in Denise Norton Park / Pardipardinyilla (Park 2). The current lease will expire on 30 June 2026.
 - 2.1. BPS delivers valuable recreational and social programs that align with the purpose of the Park Lands and the City of Adelaide's strategic priorities. The club has operated in Park 10 for over 75 years.
3. The Adelaide Archery Club (AAC) is the Lessee of a Community Building and open fields in Bullrush Park / Warnpangga (Park 10). The current lease will expire on 30 September 2030. If required, the current lease will go into holding over until the new lease has been executed.
 - 3.1. AAC delivers valuable recreational and social programs that align with the purpose of the Park Lands and the City of Adelaide's strategic priorities. The club has operated in Park 10 for over 78 years.
4. The West Adelaide Soccer Club (WASC) is the Lessee of a Community Building and playing fields in Mary Lee Park / Tulya Wardli (Park 27B). The current lease will expire on 30 June 2026.
 - 4.1. WASC delivers valuable recreational and social programs that align with the purpose of the Park Lands and the City of Adelaide's strategic priorities. The club has operated in Park 27B for 49 years.

Council Decisions

5. On 11 February 2025, Council resolved:
 - 5.1. Recommendation 3 - Item 7.3 - Adelaide Archery Club – Park Lands Lease Agreement – Exemption to EOI process
'That Council:
 1. *Authorises the Chief Executive Officer or delegate to grant a five-year (1 October 2025 to 30 September 2030) Park Lands Community Lease Agreement to the Adelaide Archery Club (Lessee) for the community building and playing fields located in Bullrush Park / Warnpangga (Park 10).*
 2. *Approves the exemption of the Adelaide Archery Club, from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.*
 3. *Requests that Administration commence work on granting a further 15 year lease to the Adelaide Archery Club (Lessee) for the community building and playing fields located in Bullrush Park / Warnpangga (Park 10).'*
6. On 9 December 2025, Council resolved:
 - 6.1. Recommendation 1 - Item 5.1 - Mary Lee Park (Park 27B) - Community Sports Building Concept Design and Exemption to Expression of Interest
'That Council:
 3. *Approves the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.*
 4. *Authorises a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.*
 5. *Notes that a public consultation report and a Detailed Design of the Community Building will be presented to Kadaltilla and Council in 2026.'*
 - 6.2. Recommendation 2 - Item 5.2 - Blackfriars Priory School - Denise Norton Park / Pardipardinyilla (Park 2) Lease Exemption
'That Council:

1. Approves the exemption of Blackfriars Priory School from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy.
2. Approves granting a nine-year (1 July 2026 to 30 June 2035) Park Lands Community Lease Agreement to Blackfriars Priory School for the community building, playing fields and courts in Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment A to Item 5.2 on the Agenda for the Special meeting of the City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.'

Lease Consultation

7. Community consultation on the draft Lease Agreements commenced on Friday 9 January 2026 and was conducted over a five-week period, concluding on 12 February 2026. The consultation process included:
 - 7.1. Publication of public notices (The Advertiser).
 - 7.2. Information on the City of Adelaide and Our Adelaide websites.
 - 7.3. Publication on social media platforms (Facebook and LinkedIn) and paid advertisements on social media (Facebook)
 - 7.4. Copies of the draft Lease Agreements available for viewing at all CoA libraries and community centres.
 - 7.5. Corflute signs displayed at each venue, detailing the community consultation with QR codes directing people to the Our Adelaide webpage.
8. Community feedback was collected and analysed, with a summary provided in **Attachment A**. The Our Adelaide engagement platform page received 2,603 views, generating 1,660 visits from 1,475 unique visitors. A total of 145 submissions were received through the online feedback form, representing 133 individual contributions. The analysis indicates community support for the draft Lease Agreements, with 91% of the respondents indicating that they 'strongly agree' or 'agree' with the proposed lease terms and conditions.
9. The primary themes from the feedback received were:

Theme	Context
Support for existing organisations and stewardship	Support for the organisations currently operating within the Park Lands and recognised their long-standing role in maintaining facilities and supporting community sport. These comments generally emphasised the organisations' history at the site and their responsible stewardship of the land. Respondents frequently described the clubs and organisations as low-impact users that have maintained facilities and supported organised sport over many years.
Community sport and recreation benefits	Many submissions referenced the role of the facilities in supporting community sport participation and physical activity. Respondents highlighted opportunities for youth sport, active recreation and social connection. Some comments specifically noted that the clubs provide opportunities for specialised or less common sports, expanding recreational opportunities available within the city.
Lease certainty and long-term planning	A number of respondents referenced the importance of secure or long-term leases in supporting club operations. These comments generally linked lease tenure with investment in facilities, maintenance responsibilities or long-term sporting programs.

Draft Lease Agreements

10. As a result of community feedback and Council Administration's review, two amendments were made to the Park 2 draft Lease Agreement, including the following:
 - 10.1. A Special Condition added to recognise the new sports ground lighting on the new western playing field in Park 2.
 - 10.2. A Special Condition added to recognise Council's responsibility in maintaining the new western oval i.e. mowing and irrigation and on charging these costs to BPS.

11. Each Lease Agreement includes a comprehensive maintenance schedule detailing the Lessee's maintenance responsibilities. Adhering to the maintenance schedule will extend the useful life of the assets. Each Lessee will be financially responsible for this maintenance, in addition to maintaining the playing fields/courts.
12. The essential terms of the draft Lease Agreements are as follows:
 - 12.1. Terms:
 - 12.1.1. The proposed lease term for Park 2 is nine years, structured as 5 + 4, with the Lessee having the option to exercise its rights to renew a second four-year term.
 - 12.1.2. The proposed lease term for Park 10 is 15 years, structured as 5 + 5 + 5, with the Lessee having the option to exercise its rights to renew a second and third five-year term.
 - 12.1.3. The proposed lease term for Park 27B is 21 years, structured as 7 + 7 + 7, with the Lessee having the option to exercise its rights to renew a second and third seven-year term.
 - 12.1.4. If a Lessee does not comply with the lease terms, they will forfeit their entitlement to renew the lease. In the case of Park 27B, this gives the Lessee security to realise the benefits of their financial investment while ensuring CoA retains oversight of compliance and performance.
 - 12.2. Building Rent:
 - 12.2.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
 - 12.3. Licence Fees:
 - 12.3.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
 - 12.4. Permitted Use:
 - 12.4.1. Community sport and associated community development (not-for-profit) activities.
 - 12.5. First Right of Use
 - 12.5.1. The playing fields/courts are licensed, providing the Lessee with first rights of use, but not exclusive use.
 - 12.5.2. The Lessee's are required to use reasonable endeavours to make the Community Building and playing fields available for use by not-for-profit community groups and organisations.
13. The proposed long-term leases reflect differing reasons as detailed below:
 - 13.1. Park 2 – CoA's ability to provide four licensed areas was impacted by the positioning of the Adelaide Aquatic Centre Redevelopment project. Subsequently, the school has had two less playing fields whilst the works have been carried out.
 - 13.2. Park 10 – the AAC contributed \$320,000 of its own funds into a community building upgrade project that was completed in December 2024.
 - 13.3. Park 27B – the WASC acquired a State Government grant of \$2m in 2022 to go towards upgrading the sports ground lighting and community building in Park 27B. Of the \$2m grant, \$700,000 has already been utilised to upgrade the sports ground lighting.

Next Steps

14. Subject to Kadaltilla's support, this matter will be presented to the City Community Services and Culture Committee in May 2026.
 15. If approved by Council, the draft Lease Agreements for Parks 10 and 27B will be placed before both Houses of Parliament for 14 sitting days with an obligation for the Presiding Members of each House to lay a copy before the respective House within six sitting days of receiving.
 16. There are 15 sitting days from July to September (inclusive). If the leases are submitted by the end of June 2026, the last legislative process is anticipated to be completed by end of September 2026.
 17. WASC's existing Lease will end on 30 June 2026, and will proceed to go into holding over until the legislative process is completed.
-

Attachments

Attachment A – Engagement Summary – Draft Park Lands Community Lease Agreements

Attachment B – Draft Park Lands Community Lease Agreement for Denise Norton Park / Pardipardinyilla (Park 2)

Attachment C – Draft Park Lands Community Lease Agreement for Bullrush Park / Warnpangga (Park 10)

Attachment D – Draft Park Lands Community Lease Agreement for Mary Lee Park / Tulya Wardli (Park 27B)

- END OF REPORT -

Draft Park Lands Community Lease Agreement - Engagement Summary

**Denise Norton Park / Pardipardinyilla (Park 2)
Bullrush Park / Warnpangga (Park 10)
Mary Lee Park (Park 27B)**



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Draft Park Lands Community Lease Agreement



INTRODUCTION

This report presents the results of community consultation on three proposed Park Lands Community Lease Agreements between the City of Adelaide and the respective lessees listed below:

- Denise Norton Park / Pardipardinyilla (Park 2) – Blackfriars Priory School – 9-year lease
- Bullrush Park / Warnpangga (Park 10) – Adelaide Archery Club – 15-year lease
- Mary Lee Park (Park 27b) – West Adelaide Soccer Club – 21-year lease

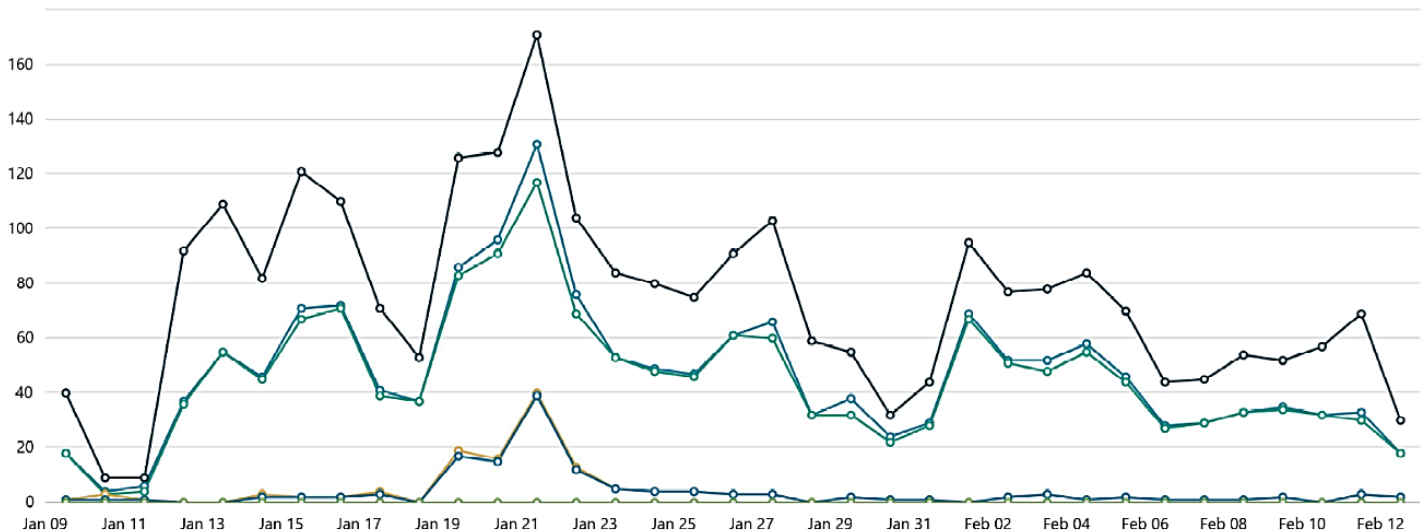
These leases relate to the community use of the associated buildings and playing fields of each park. Each lessee has a long-standing presence on the site and contributes significantly to local sport and recreation.

The purpose of the consultation was to gather feedback from stakeholders regarding the draft lease agreements.

ENGAGEMENT OVERVIEW

Performance Summary

Information regarding key visitation and utilisation metrics for your Site or projects.



2,603
Views

1,660
Visits

1,475
Visitors

145
Contributions

133
Contributors

Views - The number of times a Visitor views any page on a Site.

Visits - The number of end-user sessions associated with a single Visitor.

Visitors - The number of unique public or end-users to a Site. A Visitor is only counted once, even if they visit a Site several times in one day.

Contributions - The total number of responses or feedback collected through the participation tools.

Contributors - The unique number of Visitors who have left feedback or Contributions on a Site through the participation tools.

Draft Park Lands Community Lease Agreement



The community engagement period was open from 9 January 2026 to 12 February 2026 via the *Our Adelaide* engagement platform. During this period, the project page received 2,603 views, generating 1,660 visits from 1,475 unique visitors.

A total of 145 submissions were received through the online feedback form, representing 133 individual contributors.

WHO WAS ENGAGED?

The consultation attracted responses from a range of stakeholders connected to the Adelaide Park Lands. Respondents predominantly included:

- City of Adelaide ratepayers
- Community users of the Park Lands
- Members of sporting clubs utilising the facilities

This reflects engagement from both local residents and active users of the Park Lands and associated community facilities.

HOW WE ENGAGED?

Community members were informed about the consultation through multiple channels.

Engagement Method / Activity	Number Informed / Attendees
Campaign (Email and paid advertising - The Advertiser)	1,080
Direct engagement	415
Social Media	73
Website	65
Search Engine	27
Total informed / reached	1,660

These channels directed stakeholders to the *Our Adelaide* project page, where they could review information about the proposed lease agreements and provide feedback through the online survey.

QUANTITATIVE FINDINGS

Quantitative data was sourced directly from the community survey. The full dataset and individual responses are provided in Annexure A.

DEMOGRAPHIC OVERVIEW

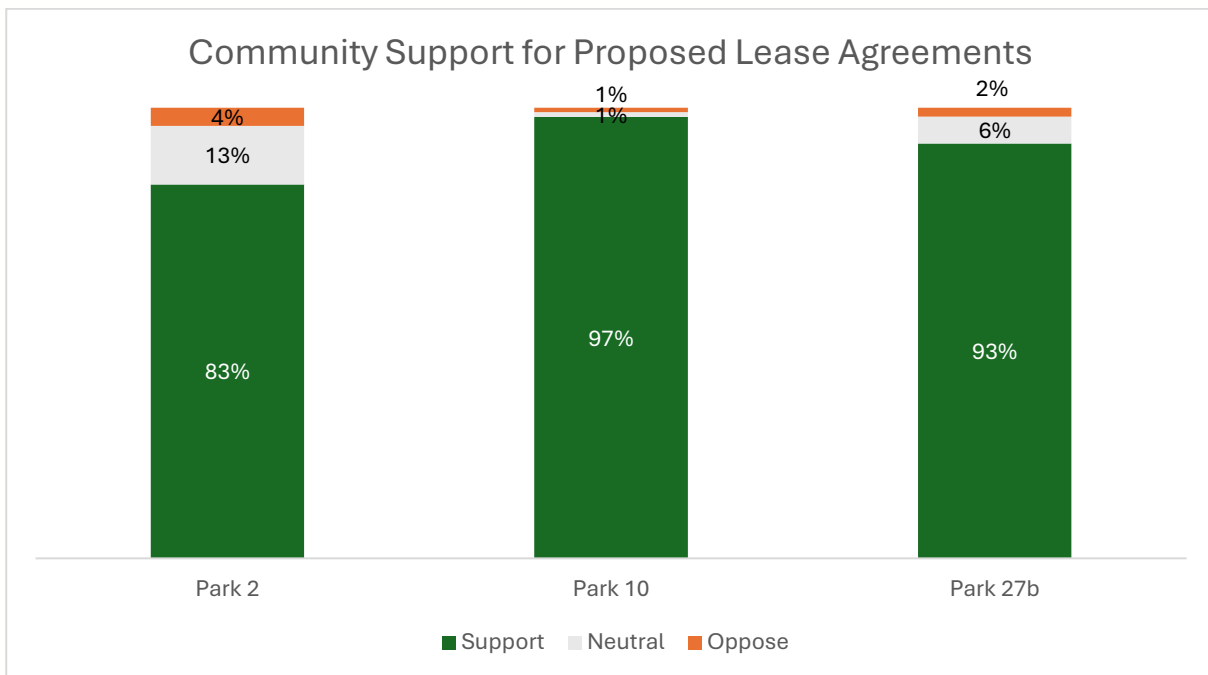
A total of 137 respondents participated in the consultation.

- 15% of respondents identified as City of Adelaide ratepayers.
- The primary ways respondents reported participating in city life were Play, Shop and Work, which together accounted for 85% of participation responses.

COMMUNITY SENTIMENT TOWARD THE PROPOSED LEASES

Overall, the consultation demonstrated strong community support for the proposed Park Lands Community Lease Agreements.

Support levels ranged from 83% to 97% across the three leases, with very low levels of opposition.



The results indicate that respondents largely support the continuation of community sport and recreation through the proposed lease agreements, with only a small number of respondents expressing opposition.

QUALITATIVE FINDINGS

Open-text responses were analysed using thematic analysis to identify recurring ideas across submissions. Comments were grouped into themes based on common topics raised by respondents. Overall, qualitative feedback aligned closely with the quantitative results, with most respondents expressing support for the proposed lease agreements and the continued presence of community sporting organisations within the Park Lands.

COMMON THEMES ACROSS ALL PARKS

SUPPORT FOR EXISTING ORGANISATIONS AND STEWARDSHIP (32 CONTRIBUTORS)

A number of respondents expressed support for the organisations currently operating within the Park Lands and recognised their long-standing role in maintaining facilities and supporting community sport. These comments generally emphasised the organisations' history at the site and their responsible stewardship of the land.

Respondents frequently described the clubs and organisations as low-impact users that have maintained facilities and supported organised sport over many years.

Verbatim comments

“Great to have a school with a proven track record for the upkeep of the grounds in Park 2 continue to do so.” (Contributor ID: 21347)

“AAC is a longtime low impact tradition in the Parklands.” (Contributor ID: 21321)

“The club has been part of the park for many years and has maintained the facilities well.” (Contributor ID: 21252)

COMMUNITY SPORT AND RECREATION BENEFITS (41 CONTRIBUTORS)

Many submissions referenced the role of the facilities in supporting community sport participation and physical activity. Respondents highlighted opportunities for youth sport, active recreation and social connection.

Some comments specifically noted that the clubs provide opportunities for specialised or less common sports, expanding recreational opportunities available within the city.

Verbatim comments

“Archery is a niche sport that provides opportunity for people of all ages who have no interest in mainstream sport.” (Contributor ID: 21332)

“...a place where our kids can keep active.” (Contributor ID: 21274)

“The club supports junior soccer and gives young people a place to play.” (Contributor ID: 21323)

LEASE CERTAINTY AND LONG-TERM PLANNING (14 CONTRIBUTORS)

A smaller number of respondents referenced the importance of secure or long-term leases in supporting club operations.

These comments generally linked lease tenure with investment in facilities, maintenance responsibilities or long-term sporting programs.

Verbatim comments

“A stable, longer term lease will be important to encourage ongoing community sport and improvements to facilities into the future.”

Contributor ID: 21331

“...they deserve surety of long tenure lease.”

Contributor ID: 21244

PROTECTION OF PARK LANDS AND OPEN SPACE (9 CONTRIBUTORS)

Some respondents expressed concern regarding the protection of open space within the Park Lands.

These comments generally focused on ensuring that development within the park is limited in scale, maintains the green character of the Park Lands, and avoids unnecessary expansion of buildings.

Verbatim comments

“Due to urban development in the inner suburbs ovals and open space are vital.” (Contributor ID: 21198)

“The fundamental principle of the park lands is green space not buildings.” (Contributor ID: 21179)

PARK-SPECIFIC FEEDBACK

DENISE NORTON PARK / PARDIPARDINYILLA (PARK 2)

Feedback relating to Park 2 largely focused on the role of Blackfriars Priory School in maintaining and using the sporting facilities located within the park.

Respondents frequently referenced the school’s history at the site and its role in maintaining the grounds. Several comments also noted the importance of the facilities for school and community sporting activities.

A small number of responses also referenced the importance of protecting open space within the park.

BULLRUSH PARK / WARNPANGGA (PARK 10)

Submissions relating to Park 10 focused primarily on the role of the Adelaide Archery Club within the park.

Respondents commonly described the club as a long-standing and low-impact user of the Park Lands. Several comments highlighted the value of archery as a unique sporting opportunity within the city.

A small number of respondents suggested minor infrastructure improvements, including shelter or amenities.

MARY LEE PARK (PARK 27B)

Feedback relating to Park 27B focused on the proposed redevelopment of the community building and the role of the West Adelaide Soccer Club within the park.

Many comments highlighted the club's importance in supporting junior and community soccer participation.

Several respondents expressed support for upgrading the existing facilities, noting that the current amenities are outdated or insufficient to support current levels of participation.

Some comments also suggested that improved facilities could allow the building to support broader community use outside of club activities.

CONCLUSION

The consultation demonstrated strong community support for the proposed Park Lands Community Lease Agreements at Denise Norton Park / Pardipardinyilla (Park 2), Bullrush Park / Warnpangga (Park 10), and Mary Lee Park (Park 27B), with support levels ranging from 83% to 97%.

Qualitative feedback reflected these results, with respondents frequently acknowledging the long-standing presence of the organisations operating within the parks and their contribution to community sport and recreation.

Feedback relating to Park 27B also indicated support for improving the existing community facilities to better support soccer participation and potential broader community use.

Overall, the consultation indicates broad community support for the continuation of these community sporting uses within the Adelaide Park Lands through the proposed lease agreements.

ANNEXURE A – 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 Agreements

Tool Type: Form

Activity ID: 536

Exported: Feb 13, 2026, 2:51 PM

Exported By: A. Buxton

Survey Questions Included in the Form:

- **Q1.** Which draft Park Lands Community Lease Agreement/s would you like to provide feedback on?
- **Q2.** To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Denise Norton Park / Pardipardinyilla (Park 2)? (Likert scale; Strongly Agree to Strongly Disagree)
- **Q3.** Please explain your response (Positive, Mixed, Negative, Neutral, Unclassified)
- **Q4.** Do you have any other feedback regarding the Draft Park Lands Lease Agreement?
- **Q5.** To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Bullrush Park / Warnpangga (Park 10)? (Likert scale; Strongly Agree to Strongly Disagree)
- **Q6.** Please explain your response (Positive, Mixed, Negative, Neutral, Unclassified).
- **Q7.** Do you have any other feedback regarding the Draft Park Lands Lease Agreement? (Open text)
- **Q8.** To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Mary Lee Park (Park 27b) (Likert scale; Strongly Agree to Strongly Disagree)
- **Q9.** Please explain your response (Positive, Mixed, Negative, Neutral, Unclassified)
- **Q10.** Do you have any other feedback regarding the Draft Park Lands Lease Agreement? (Open Text)
- **Q11.** How would you like to see the new building being utilised for the community? (Open text)
- **Q12.** Postcode (Open text)
- **Q13.** Are you a City of Adelaide ratepayer (Yes / No)
- **Q14.** How do you participate in city life? (Multiple choice: Live, Work, Study, Shop, Play, Tourist, Business Owner)
- **Q15.** Would you like to speak to your submission at a Council meeting? (Yes / No)

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.

ANNEXURE B – 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.
- Comments were then paraphrased to reflect the key messages shared by multiple participants.

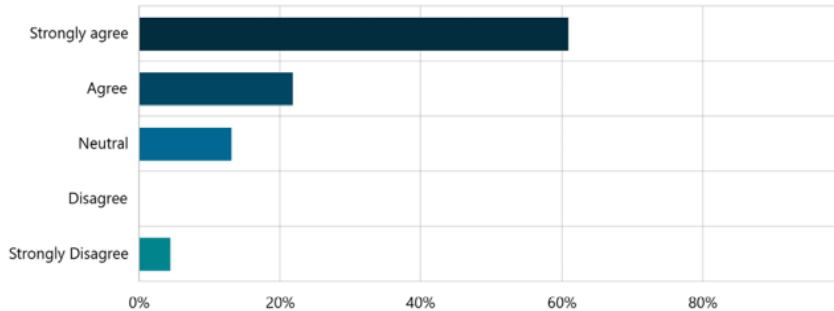
ANNEXURE C – QUANTITATIVE DATA OUTPUTS

Metric	Park 2	Park 10	Park 27B
Total submissions selecting park	23	72	54
% Strongly Agree	14	62	49
% Agree	5	8	1
% Neutral	3	1	3
% Disagree	0	0	0
% Strongly Disagree	1	1	1
% Support (Agree + Strongly Agree)	83%	97%	93%
% Oppose (Disagree + Strongly Disagree)	4%	1%	2%

Draft Park Lands Community Lease Agreement

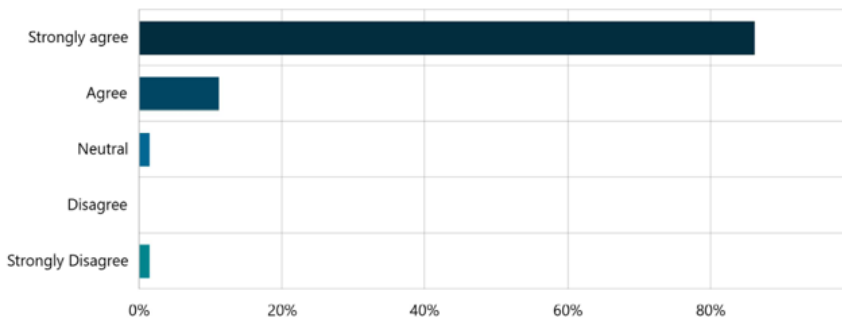
Denise Norton Park / Pardipardinyilla (Park 2)

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Denise Norton Park / Pardipardinyilla (Park 2)?
Select Box | Skipped: 122 | Answered: 23 (15.9%)



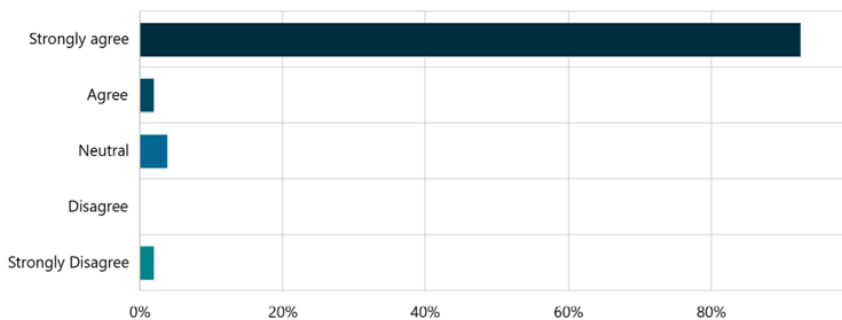
Bullrush Park / Warnpangga (Park 10)

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Bullrush Park / Warnpangga (Park 10)?
Select Box | Skipped: 73 | Answered: 72 (49.7%)



Mary Lee Park (Park 27b)

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Mary Lee Park (Park 27b)?
Select Box | Skipped: 92 | Answered: 53 (36.6%)



Draft Park Lands Community Lease Agreement



ANNEXURE D – RAW COMMENTS DATA

DENISE NORTON PARK / PARDIPARDINYILLA (PARK 2)

Contribution ID	agreement_park2	explain_park2 + other_feedback_park2
21347	Strongly agree	Great to have a school with a proven track record for the upkeep of the grounds in Park 2 continue to do so.
21344	Strongly agree	Blackfriars and sporting events h that are held there are always well organised and maintained to the highest level.
21329	Strongly agree	It's a great spot for the community
21328	Strongly agree	What else do you have planned for it + Would rather it be used than sit there derelict because of the councilman's numpty local residents opposing
21299	Strongly agree	Maintains a green space with reduced cost to government and helps with the health and fitness of young people
21290	Strongly agree	Continuing use of this area for community and school sport is integral for the area.
21289	Strongly agree	Blackfriars lost a number of years due to the redevelopment of aquatic centre and should be given the opportunity to continue
21278	Strongly agree	Blackfriars have been excellent custodians of the precinct + Ensure the new oval is high quality, well-grassed
21219	Strongly agree	Blackfriars have maintained a strong community presence in the area and I feel that an ongoing agreement is best for all involved.
21198	Strongly agree	It's important that existing ovals which have been in use for decades remain. + Due to urban development in the inner suburbs ovals/open space are vital.
21195	Strongly agree	This lease agreement will provide Blackfriars much needed access to playing fields and updated facilities which will enable students and old scholars to participate in sporting activities that will help them maintain an active and healthy lifestyle.
21194	Strongly agree	Playing fields for Blackfriars associated clubs and players provides opportunities to include new players and helps with social engagement as well as physical health.
21189	Strongly agree	This space is vital for Blackfriars' old scholars sporting club and has been utilised by the school since the 1950s.
21187	Strongly agree	The park is being utilised by the general public as well as the school, it is generating an income but still retaining it's natural habitat and features
21346	Agree	
21331	Agree	I am a 20-year member (first as a player and then as a volunteer) with Blackfriars Old Scholars Football Club, which provides a welcoming community for people from all walks of life. + A stable, longer term lease will be important to encourage ongoing community sport and, hopefully, improvements to facilities into the future.
21320	Agree	The space is necessary for the use of Blackfriars school and associated clubs

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21314	Agree	I think community sports grounds are essential to the health and wellbeing of the community and Black Friars provides this exceptionally well
21293	Agree	Fair
21343	Neutral	I believe there has been no provision made for a cricket pitch to be installed in this new playing field. Two playing fields were lost as part of the development.
21191	Neutral	You have not provided details on the fees
21177	Neutral	I hope that there won't be any additional buildings constructed to go with the new oval. We want trees not buildings. + Please maximise the tree canopy in future plans.
21174	Strongly disagree	Council continues to ignore the "Return to Parklands" statement. You have stolen enough of our Parklands already! + I do not want to see any type of new building!

Draft Park Lands Community Lease Agreement



BULLRUSH PARK / WARNPANGGA (PARK 10)

Contribution ID	agreement_park10	explain_park10 + other_feedback_park10
21332	Strongly agree	The AAC has a strong commitment to inclusive sport in the community. Archery is a niche/unique sport that provides opportunity for people of all ages, who have no interest in mainstream sport, to exercise and socially interact. + To achieve the highest and best value of the funds expended by various parties on premises upgrade, it is strongly recommended the lease be renewed for the extended period proposed.
21328	Strongly agree	What else do you have planned for it + Would rather it be used than sit there derelict because of the councilman's numpty local residents opposing
21327	Strongly agree	It provides a much needed community recreation.
21322	Strongly agree	The Adelaide Archery Club provide recreational activities and have very little impact to the parklands environment. + I support their application to renew their lease agreement.
21321	Strongly agree	AAC is a longtime low impact tradition in the Parklands... worthy.
21319	Strongly agree	As a member of the Archery Club I believe we have been good tenants over the years and should not have to renew so often.
21312	Strongly agree	The AAC are model tenants of the park, providing a much needed space and facilities for an ancient and noble traditional pursuit. They are a credit to the community.
21308	Strongly agree	Now a long established & well used location
21307	Strongly agree	Given the ongoing investment by the club, and their strong youth program the additional certainty of a 15 year lease seems appropriate.
21306	Strongly agree	The Archery club provides a community activity that encourages people to use the parklands
21302	Strongly agree	I have been a member of the Adelaide Archery Club for almost fifty years. Have always found the members to respect the grounds and work hard to maintain them safely.
21301	Strongly agree	The lease agreement process certainty for the club after its large investment in improving the building on site. AAC has high heritage value and provides archery facilities and community for boy, girls, men and women of all ages. + AAC in its current form has operated continuously since 1945 and is one of the most highly regarded clubs in the country
21297	Strongly agree	One of the leaseholders of Park 10 is the Adelaide Archery Club. The club plays a vital role in promoting health, social connection and youth development in the community. + A longer lease agreement allows the club to future plan and build necessary infrastructure in order to meet a core objective of being a holistically inclusive entity.
21292	Strongly agree	Evidence of AAC members commitment to the club, and respectful use of Warnpangga, have been well documented over many decades. A streamlining of the leasing process would be well deserved.
21288	Strongly agree	Current member that enjoys this access
21287	Strongly agree	I am a member of the Adelaide Archery Club since 1987
21285	Strongly agree	Adelaide Archery club provides excellent facilities to people interested in archery in South Australia, and having committed a significant amount of

Draft Park Lands Community Lease Agreement

Our Adelaide

		club money towards the upgrade of the club facilities the club should be granted a 15 year lease.
21282	Strongly agree	The park is relatively small, and the Archery Club manages the area very well. Visitors to the park are always welcomed, with many club members happy to provide answers, and information about the sport of Archery. Safety is a priority at the club. + Having ACC in the area enhances the look and appearance of this park.
21280	Strongly agree	Long standing club usage agreement, less paperwork by having a long lease
21270	Strongly agree	My child practises archery at Bullrush Park. The agreement helps ensure the park remains a safe well-managed space for organised community sport and provides certainty for families and clubs who rely on the park for regular training.
21269	Strongly agree	People of all ages rely on the club to have somewhere to train and practice. Children train there everyday and it is also a place that everyone knows. + On the weekends it can be hard to get parking with all the sports on in the area so having somewhere where kids can jump out with their stuff while parents look for parks would be a good option without having to carry heavy equipment around.
21264	Strongly agree	Adelaide Archery Club has strong ties to the park and is currently a vibrant and visible tenant of the land, providing appropriate and valuable community engagement through a sport available to all ages, genders and abilities. + Adelaide Archery Club is one of the largest archery clubs in the country and has an amazing Junior program. Adelaide Archery club should be strongly supported by the State in its contribution to archery at a state, national and international level.
21242	Strongly agree	This land has been used for Archery for 80 years. The archery club keeps the grounds watered and cared for and it is a joy to see the parklands used in this manner.
21239	Strongly agree	The Adelaide Archery Club has demonstrated over decades that it has occupied and maintained Park 10 in a respectful and sustainable way. The Club has a broad age and culturally diverse membership and is highly regarded in Australian Archery. + A fifteen year lease provides the club with a clear ability to plan for the longer term with little risk - and will allow it to continue to provide access to Parkland for recreational use to the wider community.
21238	Strongly agree	I am a club member
21237	Strongly agree	Adelaide Archery Club should be able to renew their lease, but I note the term is 5 years on the draft agreement, not 15. I strongly support a longer term lease to allow for longer term planning with council for facilities, etc.
21236	Strongly agree	The area is used regularly and responsibly by the many members of the club
21235	Strongly agree	The AAC have contributed greatly to the archery and general community and bring others into the sport by running SA's beginner archery courses on the grounds. I strongly agree with the terms of the new draft lease.
21234	Strongly agree	

Draft Park Lands Community Lease Agreement



21233	Strongly agree	This plan supports future continuation of AAC activities to its members and the community.
21232	Strongly agree	The archery club has been there for 75 years. Recently the clubhouse has been upgraded . A long term lease would be the best.
21231	Strongly agree	I am a member of the archery club and assist with the junior Saturday morning program
21230	Strongly agree	My son is part of the archery club and loves the opportunity, the experience and the community. The club provides a unique sporting and development activity that is very inclusive
21228	Strongly agree	Makes sense
21227	Strongly agree	I only moved to Adelaide one year ago. I have been extremely impressed by the organisation, quality and integrity of the Adelaide Archery Club. They are excellent stewards of the land and are iconic to the local community.
21226	Strongly agree	The Adelaide Archery Club has proven over the years that it is a good lessee. It provides a popular sporting option that it is inclusive of all ages, genders, abilities and levels of interest, with no problems. + There seems to be extremely little chance of AAC's occupation of this site causing any problems or inconveniencing other park users.
21224	Strongly agree	The park remains available to the public and remains a green area. The AAC look after the parkland and have appropriate safety measures. + I am a member of the AAC. The club is a great activity for the residents of Adelaide. I think a 15 year lease is appropriate given the level of investment made by the AAC.
21223	Strongly agree	
21222	Strongly agree	AAC are an amazing community based organisation and 15 years seems pretty darn appropriate for the funds they have invested at the sites.
21221	Strongly agree	An outstanding community sports organisation, which is responsible and inclusive of all. Following significant investment in the clubrooms seems fair.
21220	Strongly agree	
21218	Strongly agree	AAC is a great community of all ages people, deserving to have a long term lease to enable more long term strategies and further investment.
21217	Strongly agree	Adelaide archery club encourages and supports archers of all ages. There is a very strong Juniors program and a high level of interest in Beginners courses. The club also strongly supports female archers. The club cares for the parklands. + I agree with the 15 year lease to give the club continuity.
21215	Strongly agree	
21214	Strongly agree	Park 10 has good community engagement through the Adelaide Archery Club, with courses open to anyone interested. It meets the parkland goal of providing community space around our beautiful city that can be enjoyed by anyone.
21213	Strongly agree	It is a good use of the land, It is a community service, when not in 'use' - it is still open to the public
21212	Strongly agree	The Club does a wonderful job or encouraging responsible use of the Park Lands and maintains the grounds beautifully.

Draft Park Lands Community Lease Agreement

Our Adelaide

21211	Strongly agree	Given the Adelaide Archery Club's 80+ year history in the Park Lands and its standing as one of Australia's largest archery clubs, the proposed 15-year lease is reasonable and the draft agreement is appropriate.
21209	Strongly agree	The archery club is a fantastic facility that supports the inclusion of everyone and is accessible to a range of different users
21208	Strongly agree	Adelaide archery club has invested a large amount of money and time to improvement their storage capability and to gather for their members and students.
21207	Strongly agree	The Adelaide Archery Club provides a valuable community sporting venue.
21206	Strongly agree	
21205	Strongly agree	
21204	Strongly agree	I've seen the number of people that use the range and the range of people that use it everyone from school kids to retire elderly disabled people. I think it's very beneficial for the community. + I feel that the connect Council should provide better facilities for the archers as in some permanent shade structures to be able to shoot from because I see them out in the sun out in the rain with minimal protection
21203	Strongly agree	Enjoyable facilities at archery club
21202	Strongly agree	Good use of land
21201	Strongly agree	Stability for AAC and their history with the site should make either a no brainer for the community + Adelaide Council and relevant State and National governments should facilitate a way for this club to have an indoor facility to promote the next generation of archers. The current level of support is falling short for persuing excellence in the sport.
21200	Strongly agree	This central archery club provides an outlet to many members of all age groups and gender. The Adelaide archery club also provides an Inclusive archery program that accommodates archers with a wide range of diverse disabilities. + The lease should be 15 years to two further 15 year options
21199	Strongly agree	Adelaide archery club has been in our parkland for so long and it's part of our heritage. They should be allowed to stay there for as long as possible. They are inclusive towards people living with disabilities and they should be recognised for this
21196	Strongly agree	It's a good use of the space, and Adelaide Archery Club cares for the space well.
21184	Strongly agree	Great to have facilities close to city + Need a toilet to service people exercising in the area
21181	Strongly agree	
21330	Agree	Continuation of current activities preferred
21324	Agree	Definitely Council should extend the lease to this popular and unique sporting group. But Council should upgrade the building, not the leasee.
21263	Agree	I am a member of the club that uses Park 10.
21262	Agree	Due to COVID 19 related difficulties it would have been inreasonable difficult for the AAC to complete the funrasing in the required time. They've essentially acted in best faith and completed the works now.

Draft Park Lands Community Lease Agreement

**Our
Adelaide**

21229	Agree	I am a member of AAC and believe that the club makes good use of the space and offers benefits to the members and community. Having a longer lease offers the club and council more security for investment etc and reduces the administrative requirements.
21225	Agree	As they have upgraded their facilities and look after the ground, the club should be granted the extension.
21216	Agree	
21210	Agree	The use of the park is very good in its current usage. Archery provides a low impact activity and the club itself provides a all inclusive community.
21178	Neutral	I hope that the footprint of the renovated building won't be any larger than the current footprint. It is vital that the whole community do not lose any more park land area. + Can there be a provision to require the planting of more trees in that immediate area?
21174	Strongly disagree	Council has stolen enough of our Parklands already, and totally ignore the so-called "Return to Parklands" statement. + I do not want to see any type of new building!

Draft Park Lands Community Lease Agreement

Our Adelaide

MARY LEE PARK (PARK 27B)

Contribution ID	agreement_park27b	explain_park27b + other_feedback_park27b	building_utilisation
21335	Strongly agree	To ensure boys and girls play soccer	For soccer
21328	Strongly agree	What else do you have planned for it	Would rather it be used than sit there derelict because of the councilman's numpity local residents opposing
21323	Strongly agree	This agreement is vital to ensuring the West Adelaide Junior Soccer Club's long-term stability and future at Mary Lee Park.	As a clubroom for West Adelaide Junior Soccer Club
21317	Strongly agree	Looks like a great community setup	Overdue building for community soccer
21316	Strongly agree		
21315	Strongly agree	As done for the past 49 years, continue the soccer community spirit for the well being of all Women and Men / Girls and Boys and Volunteers supporting sports for a healthy way of life	Soccer Only
21305	Strongly agree	upgrade needed	place for families to sit while soccer on, possibly functions
21304	Strongly agree	It is a great park already, and with the proposed upgrade, it will add to its versatility and usage.	Being open to the community for hire would be great.
21303	Strongly agree	Needs better infrastructure	yes for soccer club
21300	Strongly agree	Having a sporting club such as West Adelaide at this location adds to the community	Yes, I think an important part of a sporting club is to be inclusive of surrounding communities and be available for them to enjoy.
21298	Strongly agree		
21294	Strongly agree		
21291	Strongly agree	Sons play soccer for West Adelaide	Yes
21286	Strongly agree	The new building is much needed and will significantly improve the amenity for the WASC and community in general. The current (old) building is outdated and needs to be updated.	Hire out/bookings for private/group use.
21284	Strongly agree	3 generations of my family have trained, played and spent many years on that pitch for west Adelaide. It's a great location and services kids from the northern	Soccer, walking, running. Sports facilities

Draft Park Lands Community Lease Agreement



		suburbs using the Gawler train with access to quality coaching etc. + It's well overdue. The toilet facilities are the same I used as a 10 year old and I am now 43. We need to offer the same if not better facilities that the likes of the Port Adelaide Enfield council offer their community.	
21283	Strongly agree		
21281	Strongly agree	Current facilities are not fit for purpose and do not meet current legislative requirements, such as disability access. + Upgrading the facilities will encourage further and increased community participation in sports and recreation.	Ideally it should be useable by club players, male and female segregated change rooms as well as rooms for referees and use by players families and spectators for food and beverage, ample internal and external fixed seating, air conditioning and all westh
21279	Strongly agree		It will assist in bringing them together in a space that they can enjoy
21277	Strongly agree	I strongly agree with the Draft Park Lands Community Lease Agreement because it supports the long-term stability of West Adelaide Soccer Club and ensures the continued development and maintenance of facilities at Mary Lee Park for players, families, and t + I believe the agreement is positive for both the club and the community and will help provide safe, well-managed, and improved facilities for current and future users of the park.	The new building could be used for community sport, junior development programs, local events, meetings, and activities that encourage community involvement and active lifestyles.
21276	Strongly agree		
21275	Strongly agree		
21274	Strongly agree	This local club has provided a place or community for 50+ years and one where our kids can keep active.	West Adelaide SC
21273	Strongly agree	Incredibly important to keep partnership with a strong local football club like West Adelaide	Occasional hire purposes
21272	Strongly agree	Because the venue still looks the same from 1970	A modern style building
21271	Strongly agree		

Draft Park Lands Community Lease Agreement



21268	Strongly agree	My son plays soccer there and we spend a lot of time at the club and new club rooms will be massive for the soccer club and the whole community	A safe comfortable space for the parents to catch up during trainings and new facilities for the children to get changed in etc. the current ones are not sufficient.
21267	Strongly agree	It will be great stability for the club that has been there for many years and it's community	
21266	Strongly agree	This facility is well overdue for the community + This facility is well overdue for the community	Sport and recreation
21265	Strongly agree	The current site is inadequate for its level of use, out of date and a relative eyesore compared to the level of development surrounding it at Bowden.	West Adelaide are heavy users of that area and the full usage of pitches on training nights and game days is a fantastic atmosphere.
21261	Strongly agree		As proposed for soccer
21260	Strongly agree		Ability to host fundraising events in the evenings, in addition to functions to be able to be held onsite to raise many for the club
21259	Strongly agree		
21258	Strongly agree	The agreement provides clarity, accountability, and supports sustainable use of the space for current and future community benefit.	I would like to see the new building used as a flexible, multi-purpose community space that supports local groups, cultural activities, education, and environmental programs. It could host community meetings, workshops, exhibitions, and events,
21257	Strongly agree	The West Adelaide Football club provides a wonderful environment for children and young people to participate in soccer and be a part of a community group. Activation of the parkland for sport and recreation is excellent and should be supported.	Please include a covered outdoor space like the current building has. This area gets so much use from the players and spectators
21256	Strongly agree	Well overdue upgrade compared to other facilities	Soccer club
21255	Strongly agree	well Established community club + More freedoms should be provided to the clubs that have been there for many years with less regulation and interference from govt.	For West Adelaide Soccer Club

Draft Park Lands Community Lease Agreement



21254	Strongly agree	As a community member involved with WASC, 27B provides an excellent space for the club that aligns to the families in the area. We would also use the community space as a potential birthday celebration venue that would allow the kids to play on the fields + Strongly supported	Outside of the soccer season, used as a venue for hosting family events
21253	Strongly agree		
21252	Strongly agree	Park 27B is vital to ensuring the West Adelaide Junior Soccer Club's long-term stability and future.	
21251	Strongly agree	This is a community based club and brings parents and children together in one location on a regular basis.	To be the club rooms for the West Adelaide Junior Soccer club.
21250	Strongly agree		
21249	Strongly agree	Great space for kids to play soccer	Space that community can hire
21248	Strongly agree	I have been directly involved with the West Adelaide Soccer Club with my children playing soccer since 2018. I have seen the benefit the club brings to families and community and the children being involved in team sports.	Enabling West Adelaide Soccer Club to hire out the facilities will enable any income to be retained and used to fund community soccer programs for junior soccer development.
21247	Strongly agree		
21246	Strongly agree	The WASC provides and has been providing for many years youth Soccer development for a diverse group.	For the use of all the families and friends of the WASC
21245	Strongly agree		
21244	Strongly agree	Soccer club has been there for decades, they deserve surety of long tenure lease.	
21243	Strongly agree	a great community club that has been there for generations	for the west adelaide soccer club
21241	Strongly agree	The club has been present at this location for 50 years and has activated this space for the community in all that time.	Exclusive use for the club with public toilets on site
21185	Agree	The old club rooms are very dated + could love a similar setup to one at Comets	Soccer/community club

Draft Park Lands Community Lease Agreement



21342 Neutral	I support the use of the park lands for community uses but I want to see more diversity in what that community use looks like. + Im from Adelaide Bike Kitchen in Bowden (until April 30th). ABK was asked if we could share the proposed building- sadly it is too small to meet our needs plus those of WASC. We could share the kitchen & loos but need a bigger indoor room for workshops.	The best i can imagine for a shared use of this building would be if the WASC opened up the building to an artist in residence while they're not using it, or community yoga etc because it is too small for other shared community uses (that i can think of).
21179 Neutral	I'm slightly concerned that the footprint of the new building is more than twice as big as the current one, because the fundamental principle of the park lands is green space not buildings. But the fact that it will include public toilets, seating and a d + Please plant more trees around the new building.	The water fountain, toilets and shaded seating area are all good things. I hope that it will be obvious to people who are not members the WASC that the facilities are available for everyone to use.
21174 Strongly disagree	Council continues to destroy our Parklands, and ignores the statement "Return our Parklands". Shame on you!	I do not want to see any type of new building!
21313	Named after important female in SA history. Check women / girls have a fair use of venue / times. + Two change rooms should have no pans and extra toilets. Nothing worse than very smelly urinals for womens teams.	A spot where community can hire. Need big screen so community events can be both sporting & movies etc



**CITY OF
ADELAIDE**

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

BLACKFRIARS PRIORY SCHOOL

(Lessee)

[Portion of Denise Norton Park / Pardipardinyilla (Park 2)]

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 marked in yellow as marked on the plan attached as Annexure A and known as Denise Norton Park / Pardipardinyilla (Park 2).	
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 Denise Norton Park / Pardipardinyilla (Park 2).	
Item 2 Initial Term	Five (5) years commencing 1 July 2026 (Commencement Date) and expiring at midnight on 30 June 2031.	
Item 3 Renewal(s) (if applicable)	One (1) right of renewal for a further term of four (4) years commencing 1 July 2031 and expiring at midnight 30 June 2035.	
Item 4 Lease Fee	Three thousand, nine hundred and thirty seven dollars and seventy cents (\$3,937.70) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at 233sqm x \$16.90 per sqm (as at 1 July 2026)</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)	Six thousand, eight hundred and ninety two dollars and seventy one cents (\$6,892.71) (inclusive of GST) per annum (subject to annual review*) <i>*Calculated on 3.3 ha of open playing fields and 4 x open courts and maintained by the Lessee.</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	1 January – 31 December Monday to Sunday (inclusive) 7.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination	

<p>Item 9 Licence Area Permitted Use</p>	<p>Community sport and associated community development (not-for-profit) activities.</p>
<p>Item 10 Special Conditions</p>	<p>1. Lighting for Playing Fields</p> <p>1.1 The Lessee acknowledges and agrees that the Council retains full ownership of the lighting system installed within the Premises and Licence Area for the adjacent western playing field only (Lighting System). The Lessee acknowledges that the Lighting System is and will remain the property of the Council throughout the duration of this Lease and thereafter.</p> <p>1.2 Without limiting clause 5 of this lease, the Lessee further acknowledges and agrees that the rates for using the Lighting System will be determined by the Council and communicated to the Lessee in writing. The Council reserves the right to adjust the rates with 30 days' written notice to the Lessee.</p> <p>1.3 The Council is responsible for the repairs, maintenance or other works (including any Structural Works or works of a capital nature) of the Lighting System. The Lessee shall promptly notify the Council of any issues or malfunctions. The Council will endeavour to address such issues within a reasonable timeframe.</p> <p>1.4 The Lessee shall indemnify and hold harmless the Council from any claims, damages, or losses arising out of the use or misuse of the Lighting System by the Lessee or its agents, and the Council shall not be liable for any interruptions in the availability of the Lighting System due to maintenance, repairs, or any other reason beyond the Council's control.</p> <p>1.5 The Council reserves the right to suspend or terminate the Lessee's access to the Lighting System. Such termination will not constitute a termination of the Lease unless otherwise specified by the Council.</p> <p>2. Waste Management</p> <p>2.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to minimise waste to landfill through the use of green organics and recycling services.</p> <p>3. Turf and Irrigation maintenance on the western oval</p> <p>3.1 The Lessee acknowledges that Council will maintain the western oval i.e. mowing, irrigation etc and will on charge these costs to the club including water usage.</p>

PARTIES

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

and

BLACKFRIARS PRIORY SCHOOL of 17 Prospect Road, PROSPECT SA 5082 (**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.

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 BC.

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 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 **Error! Reference source not found.** 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 unless otherwise agreed pay the Rent by equal yearly instalments in advance on each Payment Date.

3.2 Instalment

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

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.

5.3.4 If the Lessee is arranging the electricity supply to the Premises, then it must do so by entering into an electricity contract with an all-renewable electricity retailer.

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 expenditure and reports and subletting agreements, relating to these Premises and Licence Area, 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

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 Blackfriars Priory School)
by its authorised delegates:)
)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

Annexure A Lease and Licence Plan - Denise Norton Park / Pardipardinyilla (Park 2) – TO BE UPDATED



NOTE - Licence Area = 3.3ha and 4 x courts

Annexure B 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 Responsibility	Lessee Responsibility*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Renewal	Maintenance	Council's responsibility excludes floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Renewal	Maintenance	
Roof (including overhangs and verandas)	Renewal	Maintenance	
External Fabric			
Cladding	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Nil Responsibility	Total Responsibility	
Signage	Nil Responsibility	Total Responsibility	
Electrical			
Ceiling Fans	Nil Responsibility	Total Responsibility	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Electrical Supply / Meter Board	Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Nil Responsibility	Total Responsibility	
Emergency Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fixed Residual Current Devices RCD's	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Hand Drying Facilities	Nil Responsibility	Total Responsibility	
Illuminated Exit Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Lighting – Internal and External	Nil Responsibility	Total Responsibility	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Indicator Panel	Renewal	Maintenance	Council to inspect and on-charge Lessee
Smoke Alarms / Detectors	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	If applicable

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Gutters and Downpipes	Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Renewal	Maintenance	
Pipes – on/within Premises	Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Nil Responsibility	Total Responsibility	If applicable
Tapware	Nil Responsibility	Total Responsibility	
Security			
Alarm System	Nil Responsibility	Total Responsibility	Lessee responsible for alarms/call-outs
CCTV	Nil Responsibility	Total Responsibility	If applicable
Locks, Keys, Swipes and Card Readers	Nil Responsibility	Total Responsibility	Lessee to provide copies to Council
Fit Out			
Amenities (excluding Public Toilets)	Nil Responsibility	Total Responsibility	All wet areas including toilets and showers. Lessee to keep clean/free of mould and grime.
Ceilings	Renewal	Maintenance	
Curtains and Blinds	Nil Responsibility	Total Responsibility	If applicable
Fixtures and Fittings - Other	Nil Responsibility	Total Responsibility	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Nil Responsibility	Total Responsibility	Lessee to professionally clean at least annually.
Internal Doors	Nil Responsibility	Total Responsibility	
Paintwork - Internal	Nil Responsibility	Total Responsibility	Lessee to repaint every five (5) years and at end of lease.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	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	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
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 Responsibility	Lessee Responsibility*	Additional Information
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Water Bore	Nil Responsibility	Total responsibility	
Landscape Areas (within Licence Area)	Nil Responsibility	Total Responsibility	Lessee to irrigate and keep free from weeds Excludes regulated trees
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Nil Responsibility	Total Responsibility	Lessee to maintain, irrigate, mow and conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and Roadways – Council Asset	Renewal	Maintenance	Lessee to keep clean and unobstructed
Flood lights	Nil Responsibility	Total Responsibility	
Flood lights – public courts	Total responsibility	Nil responsibility	
Courts	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Licence Area – Western Oval			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Irrigation System (including valves, controllers and meters)	Total responsibility	Nil Responsibility	
Landscape Areas (within Licence Area)	Total Responsibility	Nil Responsibility	
Natural Turf Management	Total Responsibility	Nil Responsibility	
Flood lights	Total Responsibility	Nil Responsibility	

*** Landowner Consent required for all Renewal**



**CITY OF
ADELAIDE**

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE ARCHERY CLUB INC

(Lessee)

[Portion of Bullrush Park Warnpangga (Park 10)]

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 Bullrush Park / Warnpangga (Park 10)	
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 Bullrush Park / Warnpangga (Park 10).	
Item 2 Initial Term	Five (5) years commencing on 1 October 2026 (Commencement Date) and expiring at midnight on 30 September 2031.	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of five (5) years commencing 1 October 2031 and expiring at midnight 30 September 2041.	
Item 4 Lease Fee	Two thousand, three hundred and sixty one dollars and seventy cents (\$2,361.70) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at 209sqm x \$11.30 per sqm (as at 1 July 2026)</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)	Nine hundred and one dollars and fifteen cents (\$901.15) (inclusive of GST) per annum (subject to annual review*) <i>*Calculated on 1.08 ha of open playing fields and maintained by the Lessee.</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) 6.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination	

<p>Item 9 Licence Area Permitted Use</p>	<p>Community sport and associated community development (not-for-profit) activities.</p>
<p>Item 10 Special Conditions</p>	<p>1. Irrigation Bore</p> <p>1.1 The Council and the Lessee acknowledge and agree the Lessee holds a permit for a bore (bore water licence no. 395167) (installed on or about the location marked in blue on the Plan - Annexure A) used for the irrigation of the Licence Area ("Bore Permit").</p> <p>1.2 The Lessee must comply with all conditions attaching to the Bore Permit and advise the Council of any notice or other direction received by the Lessee in relation to variation or termination of the Bore Licence.</p> <p>1.3 The Lessee must:</p> <p>1.3.1 maintain all plant and other equipment in connection with the Bore Permit;</p> <p>1.3.2 not assign or transfer the Bore Permit without the consent of Council; and</p> <p>1.3.3 at the end of this Lease, unless otherwise agreed, at the request of Council at the Lessee's cost transfer the Bore Permit to Council.</p> <p>2. Waste Management</p> <p>2.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to minimise waste to landfill through the use of green organics and recycling services.</p> <p>3. New Lease Agreement</p> <p>3.1 The lease commenced on 1 October 2025 and expiring at midnight on 30 September 2030 shall be terminated upon the commencement of this new lease, which shall commence and expire at midnight in accordance with its terms.</p>

PARTIES

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

and

ADELAIDE ARCHERY CLUB INC of PO Box 133, Walkerville SA 5081 (**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.

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 BC.

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 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 **Error! Reference source not found**.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 unless otherwise agreed pay the Rent by equal yearly instalments in advance on each Payment Date.

3.2 Instalment

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

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.

5.3.4 If the Lessee is arranging the electricity supply to the Premises, then it must do so by entering into an electricity contract with an all-renewable electricity retailer.

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

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)

Team Leader Community Lifestyle – City Culture
Position of Authorised Representative (print)

Signed for Adelaide Archery Club Inc)
by its authorised delegates:)
)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

Annexure A Lease and Licence Plan - Portion of Bullrush Park / Warnpangga (Park 10)



NOTE – Licence Area = 1.08 ha

 Location of bore

Annexure B 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 Responsibility	Lessee Responsibility*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Renewal	Maintenance	Council's responsibility excludes floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Renewal	Maintenance	
Roof (including overhangs and verandas)	Renewal	Maintenance	
External Fabric			
Cladding	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Nil Responsibility	Total Responsibility	
Signage	Nil Responsibility	Total Responsibility	
Electrical			
Ceiling Fans	Nil Responsibility	Total Responsibility	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Electrical Supply / Meter Board	Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Nil Responsibility	Total Responsibility	
Emergency Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fixed Residual Current Devices RCD's	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Hand Drying Facilities	Nil Responsibility	Total Responsibility	
Illuminated Exit Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Lighting – Internal and External	Nil Responsibility	Total Responsibility	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Indicator Panel	Renewal	Maintenance	Council to inspect and on-charge Lessee
Smoke Alarms / Detectors	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	If applicable

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Gutters and Downpipes	Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Renewal	Maintenance	
Pipes – on/within Premises	Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Nil Responsibility	Total Responsibility	If applicable
Tapware	Nil Responsibility	Total Responsibility	
Security			
Alarm System	Nil Responsibility	Total Responsibility	Lessee responsible for alarms/call-outs
CCTV	Nil Responsibility	Total Responsibility	If applicable
Locks, Keys, Swipes and Card Readers	Nil Responsibility	Total Responsibility	Lessee to provide copies to Council
Fit Out			
Amenities (excluding Public Toilets)	Nil Responsibility	Total Responsibility	All wet areas including toilets and showers. Lessee to keep clean/free of mould and grime.
Ceilings	Renewal	Maintenance	
Curtains and Blinds	Nil Responsibility	Total Responsibility	If applicable
Fixtures and Fittings - Other	Nil Responsibility	Total Responsibility	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Nil Responsibility	Total Responsibility	Lessee to professionally clean at least annually.
Internal Doors	Nil Responsibility	Total Responsibility	
Paintwork - Internal	Nil Responsibility	Total Responsibility	Lessee to repaint every five (5) years and at end of lease.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	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	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
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 Renewals**

Licence Area			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee is responsible from the point of the main supply
Water Bore	Nil Responsibility	Total responsibility	
Landscape Areas (within Licence Area)	Nil Responsibility	Total Responsibility	Lessee to irrigate and keep free from weeds Excludes regulated trees
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to maintain, irrigate and conduct pre-use inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and Roadways – Council Asset	Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Tanks	Nil Responsibility	Total Responsibility	If applicable
Flood lights	Nil Responsibility	Total Responsibility	If applicable

*** Landowner Consent required for all Renewals**



**CITY OF
ADELAIDE**

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

WEST ADELAIDE HELLAS SOCCER CLUB INC.

(Lessee)

[Portion of Mary Lee Park (Park 27b)]

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 Mary Lee Park (Park 27b).	
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 Mary Lee Park (Park 27b).	
Item 2 Initial Term	Seven (7) years commencing 1 October 2026 (Commencement Date) and expiring at midnight on 30 September 2033.	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2033 and expiring at midnight 30 September 2047.	
Item 4 Lease Fee	Four thousand, two hundred and seventy-one dollars and forty cents (\$4,271.40) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at 378 sqm x \$11.30 per sqm</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)	Two thousand and ninety-four dollars and thirty-four cents (\$2094.34) (inclusive of GST) (subject to annual review*) <i>*Calculated on 2.51ha of open playing fields maintained by the Lessee.</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	1 January – 31 December Monday to Sunday (inclusive) 7.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination.	

<p>Item 9 Licence Area Permitted Use</p>	<p>Community sport and associated community development (not-for-profit) activities.</p>
<p>Item 10 Special Conditions</p>	<p>1. External Public Toilets</p> <p>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).</p> <p>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.</p> <p>1.3 The Lessee acknowledges and agrees Council may install a remote security locking or similar system to the External Public Toilets.</p> <p>2. Lighting for Playing Fields</p> <p>2.1 The Council retains full ownership of the lighting system installed within the Premises and Licence Area for the adjacent playing fields (Lighting System). The Lessee acknowledges that the Lighting System is and will remain the property of the Council throughout the duration of this Lease and thereafter.</p> <p>2.2 'Pay to Play' system (System) has been implemented in relation to the use of the Lighting System. The Lessee agrees to comply with the terms and conditions of the System as outlined below:</p> <ul style="list-style-type: none"> a) The Lighting System will only be activated upon payment by the Lessee through the System. Payment must be made in advance for the desired duration of use. b) The rates for using the Lighting System will be determined by the Council and communicated to the Lessee in writing at least 30 days prior to implementation. The Council reserves the right to adjust the rates with 30 days' written notice to the Lessee. c) Payments shall be made via the methods specified by the Council, which may include online payment portals, bank transfers, or other methods as deemed appropriate by the Council. d) Access to the System will be provided to the Lessee through a secure interface or control mechanism

designated by the Council. The Lessee is responsible for ensuring that authorised personnel are trained in the use of this interface.

- e) The Lessee shall not attempt to bypass, tamper with, or otherwise interfere with the System. Any such actions will be considered a breach of this Lease.

2.3 The Council is responsible for the repairs, maintenance or other works (including any Structural Works or works of a capital nature) of the Lighting System. The Lessee shall promptly notify the Council of any issues or malfunctions. The Council will endeavour to address such issues within a reasonable timeframe.

2.4 The Lessee shall indemnify and hold harmless the Council from any claims, damages, or losses arising out of the use or misuse of the Lighting System by the Lessee or its agents, and the Council shall not be liable for any interruptions in the availability of the Lighting System due to maintenance, repairs, or any other reason beyond the Council's control.

2.5 In the event of non-payment or repeated breaches of the terms of the System, the Council reserves the right to suspend or terminate the Lessee's access to the Lighting System. Such termination will not constitute a termination of the Lease unless otherwise specified by the Council.

3. Waste Management

3.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to minimise waste to landfill through the use of green organics and recycling services.

4. Lease Fee and License Fee

4.1 Until such time that the existing building cannot be occupied by the Lessee, the Lease Fee will be \$1,627.20 per annum (inclusive of GST).

4.2 Upon the Lessee occupying the redeveloped Premises, the Lease Fee will be as per Item 4 of the Schedule.

4.3 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.

PARTIES

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

and

WEST ADELAIDE HELLAS SOCCER CLUB INC. of c/- PO Box 2016 Hilton Plaza SA 5033 (**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.

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 BC.

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 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 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 unless otherwise agreed pay the Rent by equal yearly instalments in advance on each Payment Date.

3.2 Instalment

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

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.

5.3.4 If the Lessee is arranging the electricity supply to the Premises, then it must do so by entering into an electricity contract with an all-renewable electricity retailer.

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 not-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 not-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 expenditure and reports and subletting agreements, relating to these Premises and Licence Area, 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 7 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

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 West Adelaide Hellas Soccer Club Inc by its authorised delegates:)
)
)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

Annexure A Lease and Licence Plan – Portion of Mary Lee Park (Park 27b)



NOTE:

Licence Area = 2.51 hectares

Lease Area = Final location and size subject to Development Approval

Annexure B 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 Responsibility	Lessee Responsibility*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Renewal	Maintenance	Council's renewal responsibility excludes floor coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Renewal	Maintenance	
Roof (including overhangs and verandas)	Renewal	Maintenance	
External Fabric			
Cladding	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Nil Responsibility	Total Responsibility	
Signage	Nil Responsibility	Total Responsibility	
Electrical			
Ceiling Fans	Nil Responsibility	Total Responsibility	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Electrical Supply / Meter Board	Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Nil Responsibility	Total Responsibility	
Emergency Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fixed Residual Current Devices RCD's	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Hand Drying Facilities	Nil Responsibility	Total Responsibility	
Illuminated Exit Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Lighting – Internal and External	Nil Responsibility	Total Responsibility	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Indicator Panel	Renewal	Maintenance	Council to inspect and on-charge Lessee
Smoke Alarms / Detectors	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	If applicable

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Gutters and Downpipes	Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Renewal	Maintenance	
Pipes – on/within Premises	Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Nil Responsibility	Total Responsibility	If applicable
Tapware	Nil Responsibility	Total Responsibility	
Security			
Alarm System	Nil Responsibility	Total Responsibility	Lessee is responsible for alarms/call-outs
CCTV	Nil Responsibility	Total Responsibility	If applicable
Locks, Keys, Swipes and Card Readers	Nil Responsibility	Total Responsibility	Lessee to provide copies to Council
Fit Out			
Amenities (excluding Public Toilets)	Nil Responsibility	Total Responsibility	All wet areas including toilets and showers. Lessee to keep clean/free of mould and grime.
Ceilings	Renewal	Maintenance	
Curtains and Blinds	Nil Responsibility	Total Responsibility	If applicable
Fixtures and Fittings - Other	Nil Responsibility	Total Responsibility	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Nil Responsibility	Total Responsibility	Lessee to professionally clean at least annually.
Internal Doors	Nil Responsibility	Total Responsibility	
Paintwork - Internal	Nil Responsibility	Total Responsibility	Lessee to repaint every five (5) years and at end of lease.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	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	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
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 4 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 Responsibility	Lessee Responsibility*	Additional Information
Fences	Nil Responsibility	Total responsibility	Including cricket nets
Goal posts and nets	Nil Responsibility	Total responsibility	Lessee to store neatly and safely
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (within Licence Area)	Nil Responsibility	Total Responsibility	Lessee to irrigate and keep free from weeds Excludes regulated trees
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, signage, etc.
Sports Lighting	Total responsibility	Nil responsibility	Lessee to arrange annual inspection
Tree Pruning	Total responsibility	Nil responsibility	
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and Roadways – Council Asset	Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Bore	Nil Responsibility	Total responsibility	
Water Tanks	Nil Responsibility	Total Responsibility	

*** Landowner Consent required for all Renewal**

Kadaltilla

Adelaide Park Lands Authority

Lease Variation Tennis SA and Memorial Drive Tennis Club (Park 26)

Thursday, 23 April 2026
Board Meeting

Author: Mike Philippou
Associate Director Strategic
Property & Commercial

Public

Purpose

The purpose of this report is to seek Kadaltilla's advice to Council on minor variations to the existing Park Lands Lease arrangements for Tennis SA (TSA) and Memorial Drive Tennis Club (MDTC) within Tarntanya Wama (Park 26), adjacent to Adelaide Oval.

TSA and MDTC (and others, including Tennis Australia) entered into a Deed (named Anchor Project Deed) as part of the redevelopment of the TSA's facilities, which (amongst other things) contemplated TSA and MDTC 'swapping' tennis courts within their respective leased areas.

The proposed variation formalises previously agreed and completed changes to the configuration of tennis courts between the two Lessees, without altering the overall leased footprint, size, or use of the Adelaide Park Lands.

Recommendation

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the request from Tennis SA (TSA) and Memorial Drive Tennis Club (MDTC) to vary the Leased areas under their respective Lease arrangements to reflect completed court reconfiguration works.
2. Endorses the proposed minor Lease variations and authorising the Lord Mayor and the Chief Executive Officer to execute the Deeds of Variation of Lease as contained in **Attachments A and B** to Item 6.3 on the Agenda for the meeting of the Board of Kadaltilla/Adelaide Park Lands Authority held on 23 April 2026 and associated documentation.
3. Notes that any required updates to the relevant Community Land Management Plan (CLMP) can be managed administratively.

Implications

<p>Adelaide Park Lands Management Strategy – Towards 2036</p>	<p>Adelaide Park Lands Management Strategy - Towards 2036</p> <p>The Adelaide Park Lands are a place to meet and enjoy diverse experiences. Goal 1 – Places and Spaces</p> <p>Strategy 1.1 Create a network of hubs that respond to the needs of growing and changing communities in the city and neighbouring suburbs to create spaces for all South Australians and visitors to enjoy.</p>
<p>2023-2028 Strategic Plan</p>	<p>Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan</p> <p>Strategic Plan Alignment – Expert Advice</p> <p>Key Action 4.1 – Provide advice on plans, projects, and policies for the Adelaide Park Lands.</p>
<p>City of Adelaide Strategies</p>	<p>City of Adelaide Strategic Plan 2024-2028</p> <p>Supports the key action to ‘enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport’.</p>
<p>Policy</p>	<p>Adelaide Park Lands Community Land Management Plan (CLMP) supports the Leasing and Licensing of this Park Lands premise to Tennis SA and Memorial Drive Tennis Club.</p> <p>At its meeting on 10 March 2026 the Council approved the revised CLMP for the Adelaide Oval Precinct part of Tarntanya Wama (Park 26) being released for consultation subject to agreement with the Minister for Planning which is pending. The revised CLMP includes the proposed lease arrangements consistent with this report.</p> <p>Adelaide Park Lands Leasing and Licensing Policy (Policy)</p>
<p>Consultation</p>	<p>Not as a result of this report</p>
<p>Resource</p>	<p>Legal advice was sought to draft the Deeds of Variation.</p>
<p>Risk / Legal / Legislative</p>	<p>The <i>Retail and Commercial Leases Act 1995</i> (SA) does not apply to Leases or Licences in the Adelaide Park Lands granted by the City of Adelaide (exemption was granted by the Minister for Business Services and Consumers on 28 December 2011).</p>
<p>Design</p>	<p>Not as a result of this report</p>
<p>Opportunities</p>	<p>Partnering with commercial and sporting organisations within the Adelaide Park Lands to provide unique offerings to Adelaide Park Lands visitors and to contribute to people actively using or enjoying the Adelaide Park Lands.</p>
<p>City of Adelaide Budget Allocation</p>	<p>Not as a result of this report</p>
<p>Capital Infrastructure Projects</p>	<p>Not as a result of this report</p>

Life of Project, Service, Initiative or (Expectancy of) Asset	For the duration of the Lease Terms.
Ongoing Costs (eg maintenance cost)	Maintenance responsibilities are part of the Lease arrangements.
Other Funding Sources	Any improvements by the Lessees will be self-funded.

Discussion

Background

1. The Memorial Drive tennis precinct is located within Tarntanya Wama (Park 26) in the Adelaide Park Lands and includes facilities operated by Memorial Drive Tennis Club (MDTC) and Tennis SA (TSA) under separate Lease arrangements with Council.
2. MDTC's Lease commenced on 1 January 1999 for a term of 50 years (granted under the *Local Government Act, 1934* (SA)). MDTC have also granted an Underlease to Next Generation Clubs Australia Pty Ltd ("NG") (formerly David Lloyd Leisure Group Pty Ltd).
3. TSA's Lease commenced 1 July 2017 for a term of 42 years (granted under the *Local Government Act, 1999* (SA) and the *Adelaide Park Lands Act, 2005* (SA)).
4. In 2016, TSA received Federal Government funding to upgrade its facilities at Memorial Drive to support international tennis events.
5. To deliver the upgraded facility in a practical way, some tennis courts needed to be reconfigured across the boundary of the two Leased areas.
6. TSA and MDTC (and others, including Tennis Australia) entered into a Deed (named 'Anchor Project Deed') as part of the redevelopment of the TSA's facilities, which (amongst other things) contemplated TSA and MDTC 'swapping' tennis courts within their respective Leased areas.
7. As part of the redevelopment, TSA has developed a show court, upgraded two practice courts (to international standards) and upgraded grass, synthetic and hardcourts (used by MDTC (some of which are on TSA Leased area)).
8. Relevantly, the outer perimeter or footprint of the Leased areas of the combined Leases has not been altered by these works. There is no alienation of any additional Park Lands by these arrangements, and the square meterage of the leased areas for each of the MDTC and TSA remains the same.
9. The original Leased areas can be seen in [Link 1](#), with MDTC's area shown in yellow and TSA's area in pink.
10. The revised Leased areas can be seen in [Link 2](#) with the new MDTC areas shown in yellow and the new TSA area shown in pink.
11. TSA grants to MDTC and its members a right of way to pass and repass on foot and MDTC accepts the grant of a right of way and, with the consent of TSA, MDTC grants to NG and its members a right of way over that piece of land between TSA's show court and other TSA's courts.
12. As the various works contemplated by the Anchor Project Deed are all complete, TSA and MDTC have written to Council to request these area changes be formally documented to take into account the swapped areas.
13. Following a review of the arrangements, two Deeds of Variation have been prepared with the assistance of Norman Waterhouse Lawyers. One for the TSA Lease (refer **Attachment A**) and the other for the MDTC Lease (which also includes NG as a party) (refer **Attachment B**). By the terms of these Deeds, the formal 'swapping' of the courts is consented to by Council, and the parties (each of TSA, MDTC and NG) otherwise acknowledge and agree that no other term of the existing Lease arrangements is amended or varied.
14. As a result of these changes, the Community Land Management Plan will also be updated to reflect the changes.

Data and Supporting Information

Link 1 – [Leased Areas](#)

Link 2 – [Revised Leased Areas](#)

Attachments

Attachment A – Deed of Variation of Lease (TSA)

Attachment B – Deed of Variation of Lease (MDTC (and NG))

- END OF REPORT -



Deed for variation of lease

Adelaide Park Lands – War Memorial Drive (Park 26)

The Corporation of the City of Adelaide

Tennis SA Inc.

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA 5000
GPO Box 639, Adelaide SA 5001
www.normans.com.au



THIS DEED is made the

day of

2026

BETWEEN **The Corporation of the City of Adelaide** (ABN 20 903 762 572) of 25 Pirie Street, Adelaide SA 5000 (**Council**)

AND **Tennis SA Inc.** (ABN 19 103 003 187) of War Memorial Drive, North Adelaide SA 5006 (**Lessee**)

BACKGROUND

- A. The Council leases the Premises to the Lessee upon and subject to the terms and conditions in the Lease.
- B. The Lessee was a party to the Anchor Project Deed which detailed the Anchor Project.
- C. The works forming part of the Anchor Project were substantially completed on or around the Effective Date.
- D. The Lessee has requested the consent of the Council to a variation of the Premises to accommodate the Anchor Project and Council has agreed to grant that consent as set out in the agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, unless the context otherwise requires:

Anchor Project means the project for the construction of improvements and redevelopment of existing tennis courts on adjacent areas leased by the Lessee and MDTC from Council and consequent exchange of leased areas between the Lessee and MDTC as detailed in clause 3 of the Anchor Project Deed.

Anchor Project Deed means the deed between TA, the Lessee, MDTC and NG dated 26 September 2017 in relation to the Anchor Project.

Effective Date means 31 December 2018.

MDTC means Memorial Drive Tennis Club Inc. (ABN 30 096 194 307) of c/- Next Generation, War Memorial Drive, North Adelaide SA 5006.

MDTC Lease means the memorandum of lease dated 31 December 1998 of the MDTC Leased Area between the Council and MDTC for a term of fifty (50) years commencing 1 January 1999 and expiring midnight 31 December 2048.

MDTC Leased Area means the area defined in the MDTC Lease.

NG means Next Generation Clubs Australia Pty Ltd (ACN 079 495 944 of 183 Melbourne Street, North Adelaide SA 5006.

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*.

Premises means the premises as defined and described in Item 1 of the First Schedule to the TSA Lease.

TA means Tennis Australia Limited (ACN 006 281 125) of Melbourne Park, Olympic Boulevard, Melbourne VIC 3000.

TSA Lease means the memorandum of lease dated 7 December 2017 of the Premises between the Council and TSA for a term of forty two (42) years commencing 1 July 2015 and expiring midnight 30 June 2057.

1.2 General

In this deed, unless the context otherwise requires:

- 1.2.1 a reference to any document is a reference to that document as varied, novated or replaced from time to time;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to a gender includes all genders;
- 1.2.4 the use of the word "including" does not limit what else might be included;
- 1.2.5 a reference to a thing includes all or any part of it;
- 1.2.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.7 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 1.2.8 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 1.2.9 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally;
- 1.2.10 headings are inserted in this deed for convenience only and are not intended to affect its interpretation; and
- 1.2.11 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them.

2. VARIATION OF LEASE

2.1 Acknowledgement of Anchor Project

The Lessee warrants and agrees:

- 2.1.1 the Anchor Project was initiated by TA and undertaken with the agreement of TA, the Lessee, MDTC and NG;
- 2.1.2 the Anchor Project has (amongst other things) changed the configuration of the tennis courts forming parts of each of the Premises and the MDTC Leased Area resulting in:
 - 2.1.2.1 areas previously occupied by the Lessee, now being occupied by MDTC (and NG);

- 2.1.2.2 areas previously occupied by MDTC (and NG) now being occupied by the Lessee; and
- 2.1.2.3 a right of way being granted by the Lessee in favour of MDTC (and NG);

as shown on the concept plans comprising Annexure A and Annexure B.

- 2.1.3 except as provided in this clause 2.1, the Anchor Project has not resulted in any further amendments or variations to the TSA Lease; and
- 2.1.4 the total areas of the Park Lands occupied by the Lessee and, MDTC (and/NG) remain in aggregate the same as the total areas before the Anchor Project.

2.2 Existing lease terms

The Council and the Lessee acknowledge and agree:

- 2.2.1 despite the provisions of the Anchor Project Deed, the contemplated variations to the Premises do not constitute a new lease;
- 2.2.2 save and except for the variations to the Premises and the MDTC Leased Area as set out in this deed, and in a corresponding deed between the Council and MDTC (and /NG), the terms and conditions of the TSA Lease are hereby confirmed and apply to the Premises as varied by this deed on and from the Effective Date; and
- 2.2.3 except as provided in this deed, the agreement of Council does not:
 - 2.2.3.1 constitute the agreement of Council to any other variation in or to the terms and condition of the TSA Lease;
 - 2.2.3.2 constitute any waiver, release or discharge of the observance or performance by the Lessee of any of the terms and conditions to be observed and performed by the Lessee under the TSA Lease; and
 - 2.2.3.3 release, discharge, waive, prejudice, limit or otherwise affect the respective rights, powers, privileges or remedies of the Council under the TSA Lease.

2.3 Further documents

If reasonably required by the Council, the Lessee will enter into such further documents as reasonably required to give full effect to the provision of this consent and the terms of this deed.

3. VARIATION OF THE PREMISES

3.1 Consent

Subject to clause 3.2, the Council and the Lessee agree with effect from the Effective Date the Premises as described in the TSA Lease and the formal lease plan of the Premises attached to the TSA Lease will be varied by reason of the Anchor Project as described in this deed to be the Premises in the new plan contained in Annexure C and marked as "TSA1 Main Court", "TSA2 Courts", "TSA3 Show Court", "ROW4" and "TSA4 Undercroft" and the area shown in the original plan to the Lease as an area south west of the intersection of War Memorial Drive and Montefiore Road.

3.2 MDTC condition

The consent of Council and TSA is conditional upon MDTC and NG entering a document with Council on giving effect to the variations to the various premises as set out in this deed and providing for a new formal lease plan for the purposes of the MDTC Lease as the new plan contained herein in Annexure C shown as "MDTC5" and TSA granting to MDTC and its members a right of way to pass and repass on foot and MDTC accepting the grant of a right of way and, with the consent of TSA, MDTC granting to NG and its members a right of way over that piece of land marked "ROW4" on the plan in Annexure.C.

4. GENERAL

4.1 Costs

The Lessee must pay all of Council's reasonable costs (including legal costs) of and incidental to the negotiation, preparation and engrossment of this deed.

4.2 Governing law

This deed will be governed by the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this deed in those courts.

4.3 Severance

Every provision of this deed is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.

4.4 No assignment

No party may assign or transfer any rights or obligations under this deed without the written consent of each of the other parties.

4.5 Further acts

Each party will do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

EXECUTED as a deed

COUNCIL

The common seal of The Corporation of the City of Adelaide was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer/City Manager/Town Clerk
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager/Town Clerk (print)

LESSEE

The Common Seal of Tennis SA)
Incorporated was affixed in)
accordance with its Constitution)

.....
Signature of President/Director

.....
Signature of Director

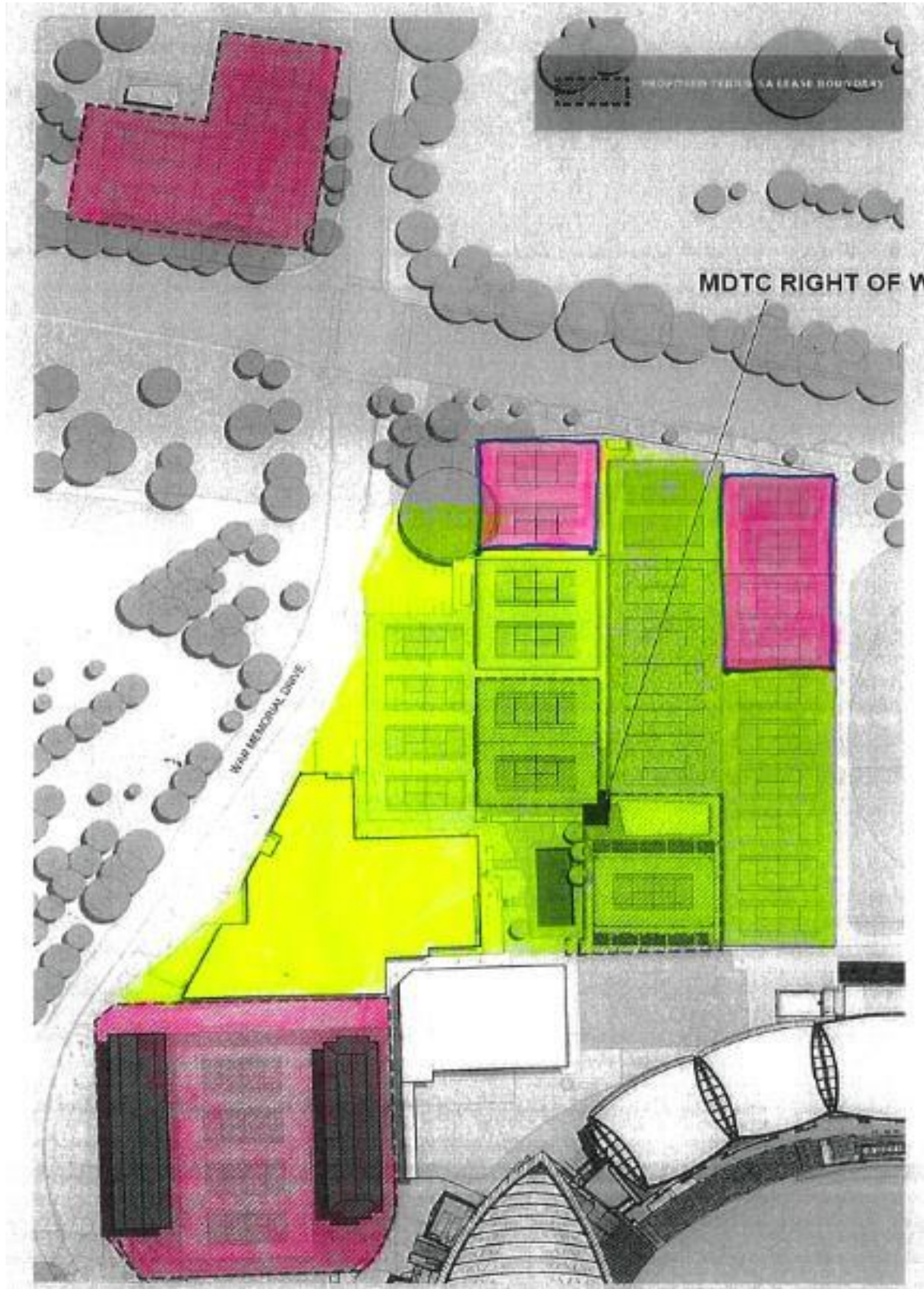
.....
Print Name of Authorised Office Holder

.....
Print Name of Authorised Office Holder

Annexure A

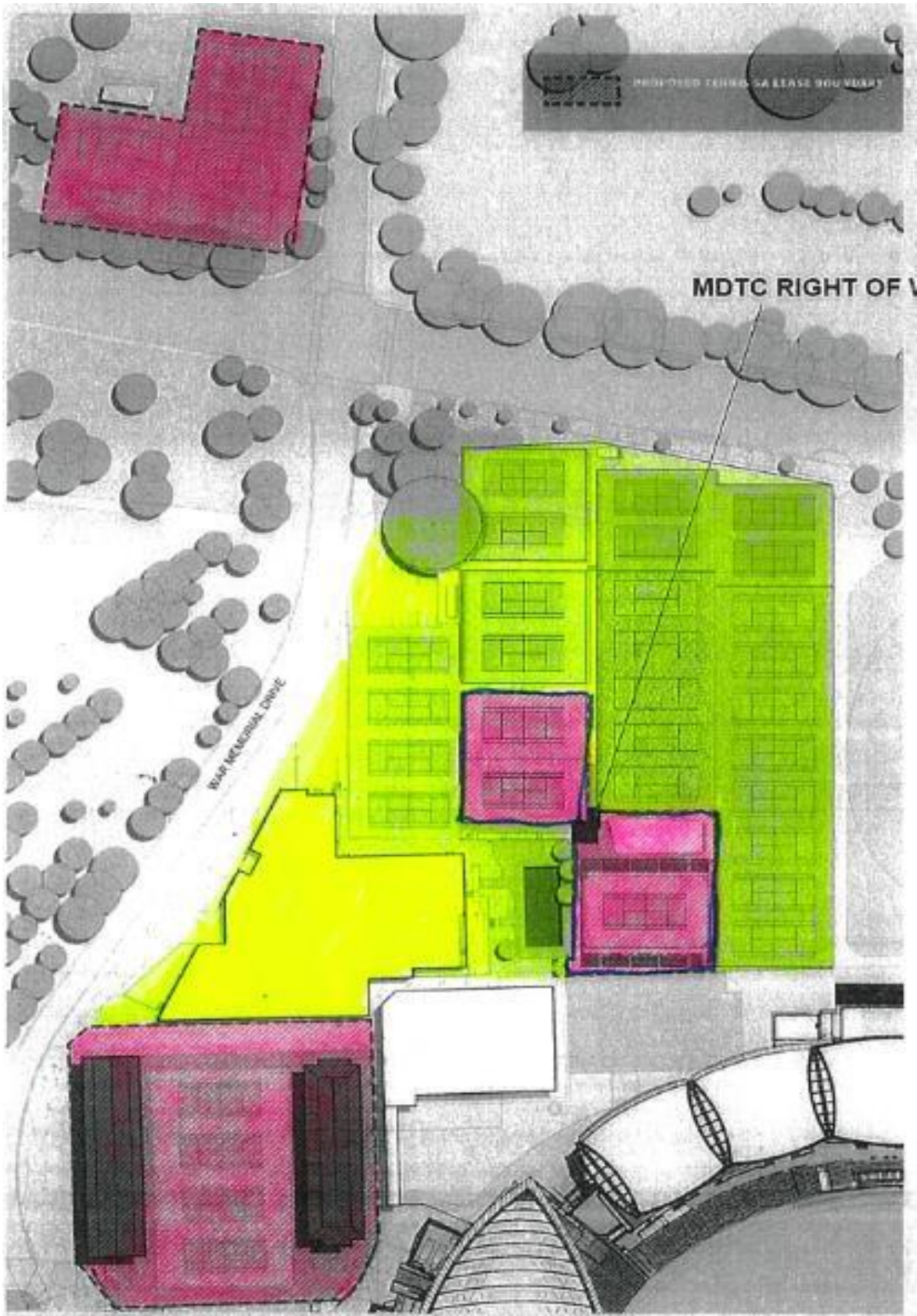
[Previously leased areas by TSA (shaded pink) and previously occupied areas by MDTC and NG (shaded yellow)]

[PINK = TSA]
[YELLOW = MDTC/NG]

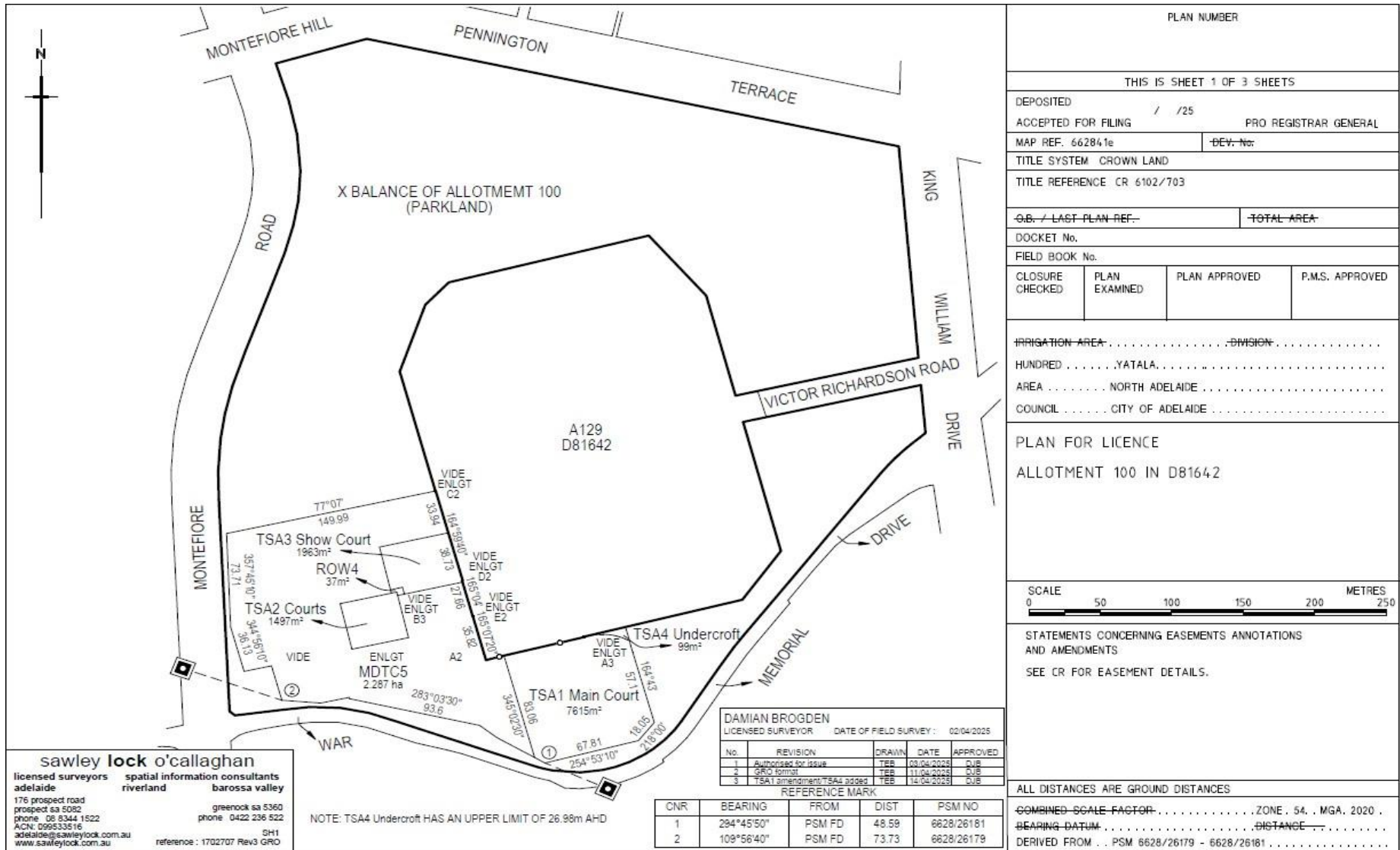


Annexure B

[Updated leased areas to TSA (shaded pink) and updated leased areas to MDTC and NG shaded yellow)]



Annexure C



PLAN NUMBER			
THIS IS SHEET 1 OF 3 SHEETS			
DEPOSITED			
ACCEPTED FOR FILING / /25 PRO REGISTRAR GENERAL			
MAP REF. 66284 1e		DEV. No.	
TITLE SYSTEM CROWN LAND			
TITLE REFERENCE CR 6102/703			
O.B. / LAST PLAN REF.		TOTAL AREA	
DOCKET No.			
FIELD BOOK No.			
CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVED
IRRIGATION AREA DIVISION			
HUNDRED YATALA			
AREA NORTH ADELAIDE			
COUNCIL CITY OF ADELAIDE			
PLAN FOR LICENCE			
ALLOTMENT 100 IN D81642			
SCALE 0 50 100 150 200 250 METRES			
STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS SEE CR FOR EASEMENT DETAILS.			
ALL DISTANCES ARE GROUND DISTANCES			
COMBINED SCALE FACTOR ZONE . 54 . MGA, 2020 .			
BEARING DATUM DISTANCE			
DERIVED FROM . . PSM 6628/26179 - 6628/26181			

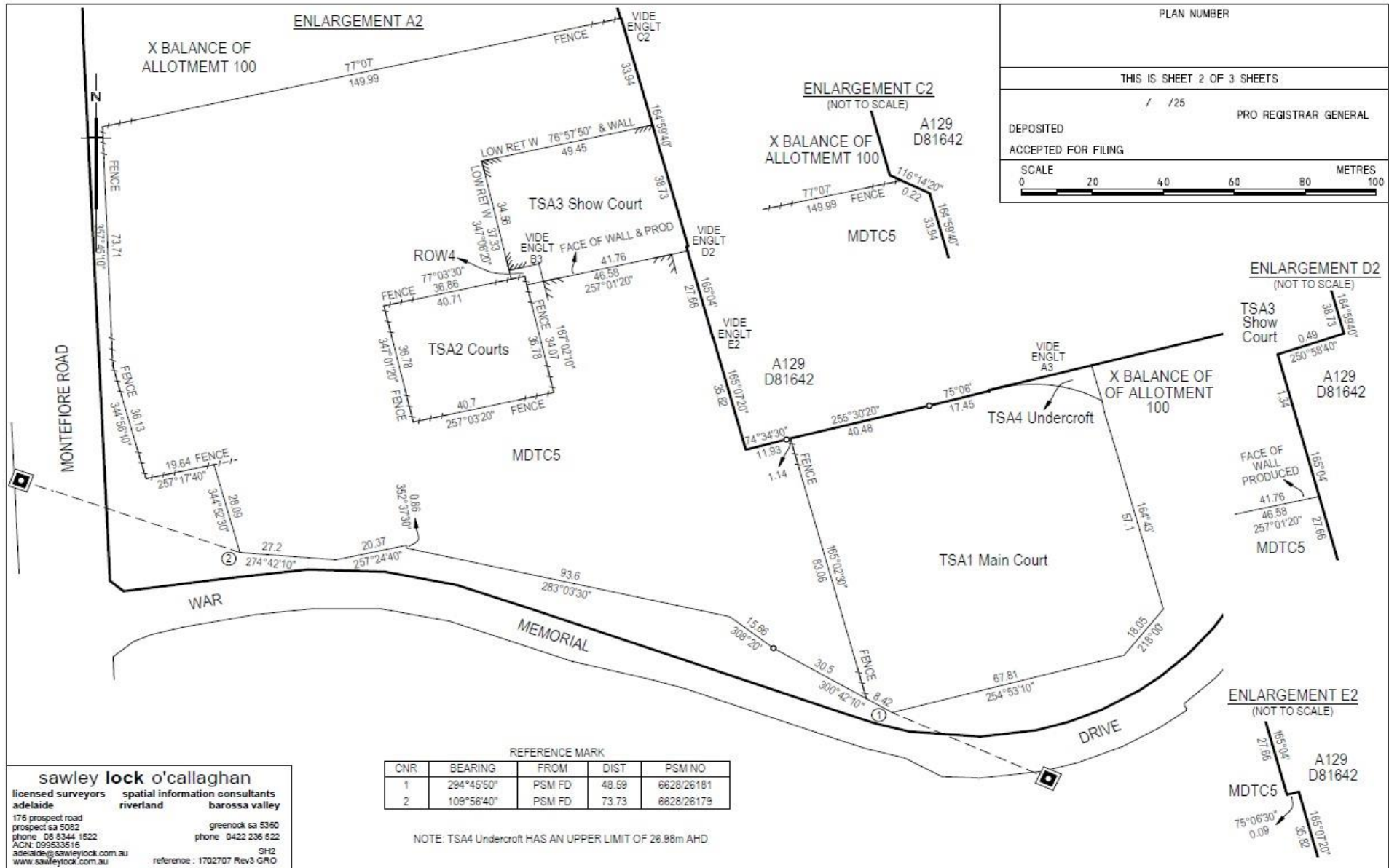
sawley lock o'callaghan
 licensed surveyors spatial information consultants
 adelaide riverland barossa valley
 176 prospect road greenook sa 5360
 prospect sa 5082 phone 0422 236 522
 phone 08 8344 1522 ACN: 099633516
 adelaide@sawleylock.com.au SH1
 www.sawleylock.com.au reference: 1702707 Rev3 GRO

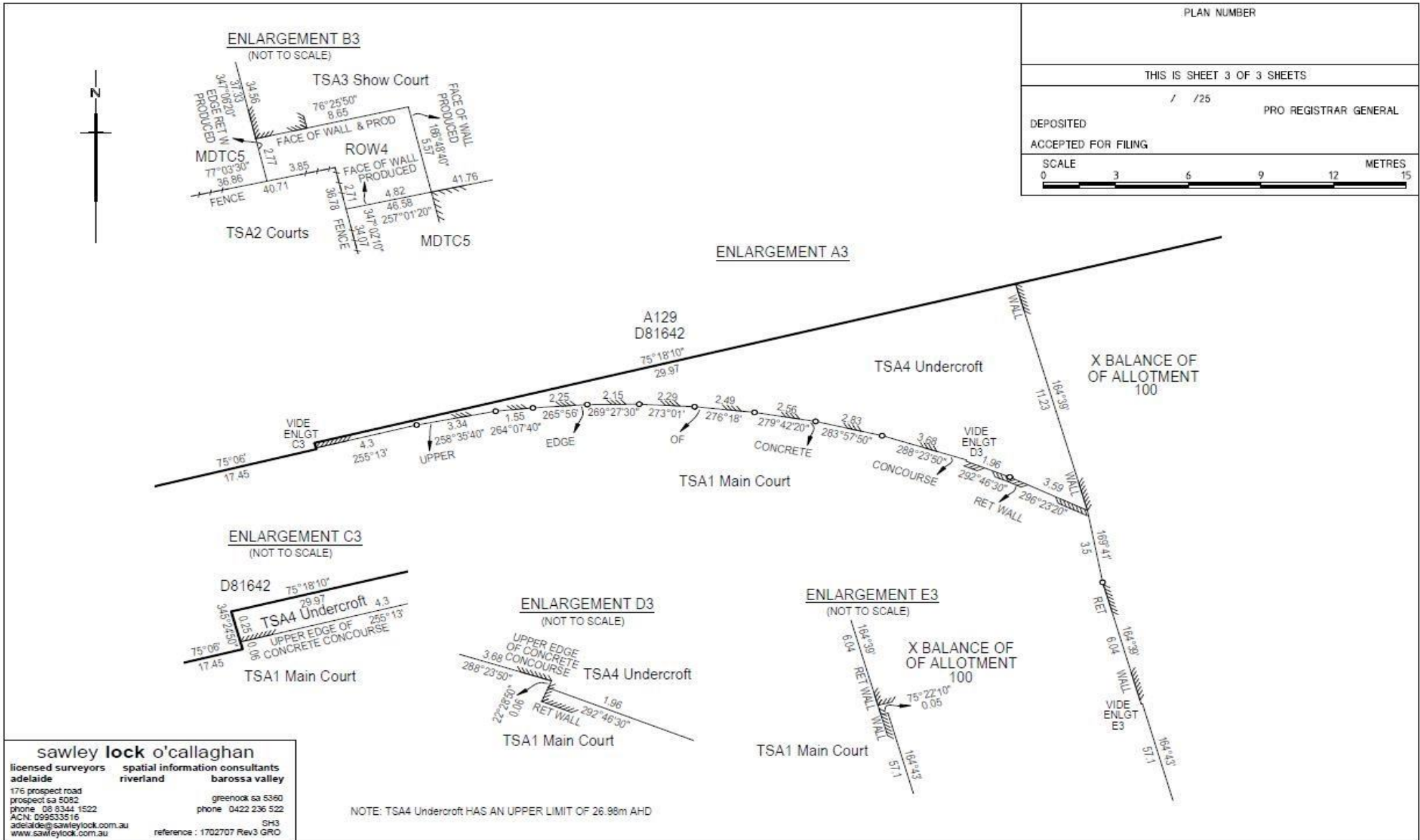
DAMIAN BROGDEN
 LICENSED SURVEYOR DATE OF FIELD SURVEY: 02/04/2025

No.	REVISION	DRAWN	DATE	APPROVED
1	Authorised for issue	TBB	03/04/2025	DJB
2	GRO format	TBB	11/04/2025	DJB
3	TSA1 amendment/TSA4 added	TBB	14/04/2025	DJB

REFERENCE MARK

CNR	BEARING	FROM	DIST	PSM NO
1	294°45'50"	PSM FD	48.59	6628/26181
2	109°56'40"	PSM FD	73.73	6628/26179







Deed of variation of lease

Adelaide Park Lands – War Memorial Drive (Park 26)

The Corporation of the City of Adelaide

Memorial Drive Tennis Club Inc.

Next Generation Clubs Australia Pty Ltd

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA
5000

GPO Box 639, Adelaide SA 5001

www.normans.com.au



THIS DEED is made the

day of

2026

BETWEEN **The Corporation of the City of Adelaide** (ABN 20 903 762 572) of 25 Pirie Street,
Adelaide SA 5001 (**Council**)

AND **Memorial Drive Tennis Club Inc.** (ABN 30 096 194 307) of c/o Next Generation, War Memorial Drive, North Adelaide SA 5006 (Lessee)

AND **Next Generation Clubs Australia Pty Ltd** (ACN 079 495 944) of War Memorial Drive, North Adelaide SA 5006 (**NG**)

BACKGROUND

- A. The Council leases the Premises to the Lessee upon and subject to the terms and conditions in the Lease.
- B. With the written consent of the Council, the Lessee has subleased the Premises to NG pursuant to the Underlease.
- C. The Lessee and NG are parties to the Anchor Project Deed which detailed the Anchor Project.
- D. The works forming part of the Anchor Project were substantially completed on or around the Effective Date.
- E. The Lessee and NG have requested the consent of the Council to a variation of the areas forming the Premises to accommodate the Anchor Project and Council has agreed to grant that consent as set out in the deed.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires:

Anchor Project means the project for the construction of improvements and redevelopment of existing tennis courts on adjacent areas leased by the Lessee/NG and by TSA from Council and consequent exchange of leased areas between TSA and Lessee/NG as detailed in clause 3 of the Anchor Project Deed.

Anchor Project Deed means the deed between TA, the Lessee, TSA and NG dated 26 September 2017 in relation to the Anchor Project.

Effective Date means 31 December 2018.

Lease means the memorandum of lease of the Premises dated 31 December 1998 between the Council and the Lessee for a term of fifty (50) years commencing 1 January 1999 and expiring midnight 31 December 2048.

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*.

Premises means the premises as defined and described in clause 1 of both the Lease and the Underlease being one and the same premises.

TA means Tennis Australia Limited (ACN 006 281 125) of Melbourne Park, Olympic Boulevard, Melbourne VIC 3000.

TSA means Tennis SA Inc. (ABN 19 103 003 187) c/- War Memorial Drive, Adelaide SA 5000.

TSA Lease means memorandum of lease dated 7 December 2017 of the TSA Leased Area between the Council and TSA for a term of forty two (42) years commencing 1 July 2015 and expiring midnight 30 June 2057.

TSA Leased Area means the area described in the TSA Lease.

Underlease means the memorandum of underlease of the Premises dated 31 December 1998 between the Lessee and NG (formerly known as David Lloyd Leisure Memorial Drive Pty Ltd ACN 079 495 944) for a term of fifty (50) years commencing 1 January 1999 and expiring midnight 31 December 2048.

1.2 General

In this document, unless the context otherwise requires:

- 1.2.1 a reference to any document is a reference to that document as varied, novated or replaced from time to time;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to a gender includes all genders;
- 1.2.4 the use of the word "including" does not limit what else might be included;
- 1.2.5 a reference to a thing includes all or any part of it;
- 1.2.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.7 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 1.2.8 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 1.2.9 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally;
- 1.2.10 headings are inserted in this deed for convenience only and are not intended to affect its interpretation; and
- 1.2.11 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them.

2. VARIATION OF LEASE

2.1 Acknowledgement of Anchor Project

The Lessee and NG warrant and agrees:

- 2.1.1 the Anchor Project was initiated by TA and undertaken with the agreement of TA, the Lessee, TSA and NG;
- 2.1.2 the Anchor Project has (amongst other things) changed the configuration of the tennis courts forming parts of each of the Premises and of the TSA Leased Area including resulting in:
 - 2.1.2.1 areas previously occupied by the Lessee/NG, now being occupied by TSA;
 - 2.1.2.2 areas previously occupied by TSA now being occupied by the Lessee/NG; and
 - 2.1.2.3 a right of way being granted by TSA in favour of the Lessee/NG;as shown on the conceptual plans comprising Annexure A and Annexure B.
- 2.1.3 except as provided in this clause 2.1, the Anchor Project has not resulted in any further amendments or variations to the Lease and the Underlease; and
- 2.1.4 the total areas of the Park Lands occupied by the Lessee/NG and TSA remain in aggregate the same as the total areas before the Anchor Project.

2.2 Existing Lease terms

The Council and the Lessee acknowledge and agree:

- 2.2.1 despite the provisions of the Anchor Project Deed, the contemplated variations to the Premises do not constitute a new lease;
- 2.2.2 save and except for the variations to the Premises and the TSA Leased Area as set out in this deed, and in a corresponding deed between the Council and TSA, the terms and conditions of the Lease are hereby confirmed and apply to the Premises as varied by this deed on and from the Effective Date; and
- 2.2.3 except as provided in this deed, the agreement of Council does not:
 - 2.2.3.1 constitute the agreement of Council to any other variation in or to the terms and condition of the Lease;
 - 2.2.3.2 constitute any waiver, release or discharge of the observance or performance by the Lessee of any of the terms and conditions to be observed and performed by the Lessee under the Lease; and
 - 2.2.3.3 release, discharge, waive, prejudice, limit or otherwise affect the respective rights, powers, privileges or remedies of the Council under the Lease.

2.3 Existing Underlease terms

The Council, the Lessee and NG acknowledge and agree:

- 2.3.1 despite the provisions of the Anchor Project Deed, the contemplated variations to the Premises in the Underlease do not constitute a new underlease;
- 2.3.2 save and except for the variations to the Premises in the Underlease as set out in this deed and in a corresponding deed between the Council and TSA, the terms and conditions of the Underlease are hereby confirmed and apply to the Premises as varied by this deed on and from the Effective Date; and;
- 2.3.3 except as provided in this deed, the agreement of Council does not:
 - 2.3.3.1 constitute the agreement of Council to any other variation in or to the terms and condition of the Underlease;
 - 2.3.3.2 constitute any waiver, release or discharge of the observance or performance by the Lessee or NG of any of the terms and conditions to be observed and performed by the Lessee or NG under the Underlease; and
 - 2.3.3.3 release, discharge, waive, prejudice, limit or otherwise affect the respective rights, powers, privileges or remedies of the Lessee or NG under the Underlease.

2.4 Further documents

If reasonably required by the Council, the Lessee and NG will enter into such further documents as reasonably required to give full effect to the provision of this consent and the terms of this deed.

3. VARIATION OF THE PREMISES

3.1 Consent

Subject to clause 3.2, each of Council, the Lessee, and NG agree with effect from the Effective Date the Premises as described in the Lease and the Underlease and the formal lease plans attached to the Lease and the Underlease will be varied by reason of the Anchor Project as described in this deed to be the Premises in the new plan contained in Annexure C wherein the Premises are identified as "MDTC5".

3.2 TSA condition

The consent of Council, the Lessee and NG is conditional upon TSA entering into a document with Council giving effect to the variations to the various premises as set out in this deed and providing for a new formal lease plan for the purposes of the TSA Lease being the new lease plan contained in Annexure C wherein the TSA premises are identified as "TSA1 Main Court", "TSA2 Courts", "TSA3 Show Court", "ROW4" and "TSA4 Undercroft" and the area shown in the original plan to the TSA lease as an area south west of the intersection of War Memorial Drive and Montefiore Road and TSA granting to the Lessee and its members a right of way to pass and repass on foot and the Lessee accepting the grant of a right of way and,

with the consent of TSA, the Lessee granting to NG and its members a right of way over that piece of land identified as "ROW4" on the plan in Annexure C.

4. GENERAL

4.1 Costs

The Lessee must pay all of Council's reasonable costs (including legal costs) of and incidental to the negotiation, preparation and engrossment of this deed.

4.2 Governing law

This deed will be governed by the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this document in those courts.

4.3 Severance

Every provision of this deed is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.

4.4 No assignment

No party may assign or transfer any rights or obligations under this deed without the written consent of each of the other parties.

4.5 Further acts

Each party will do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

Executed as a deed

Council

The common seal of The Corporation of the City of Adelaide was affixed in the presence of:

.....
Signature of Lord Mayor

.....
Signature of Chief Executive Officer

.....
Name of Lord Mayor (print)

.....
Name of Chief Executive Officer (print)

Lessee

The common seal of Memorial Drive Tennis Club Inc was affixed in the presence of:

.....
Signature of President

.....
Signature of Vice President

.....
Name of President (print)

.....
Name of Vice President (print)

EXECUTED by **Next Generation Clubs Australia Pty Limited** (Acn 079 498 944) in accordance with Section 127 of the) *Corporations Act 2001*:

.....
Signature of Director/Company Secretary

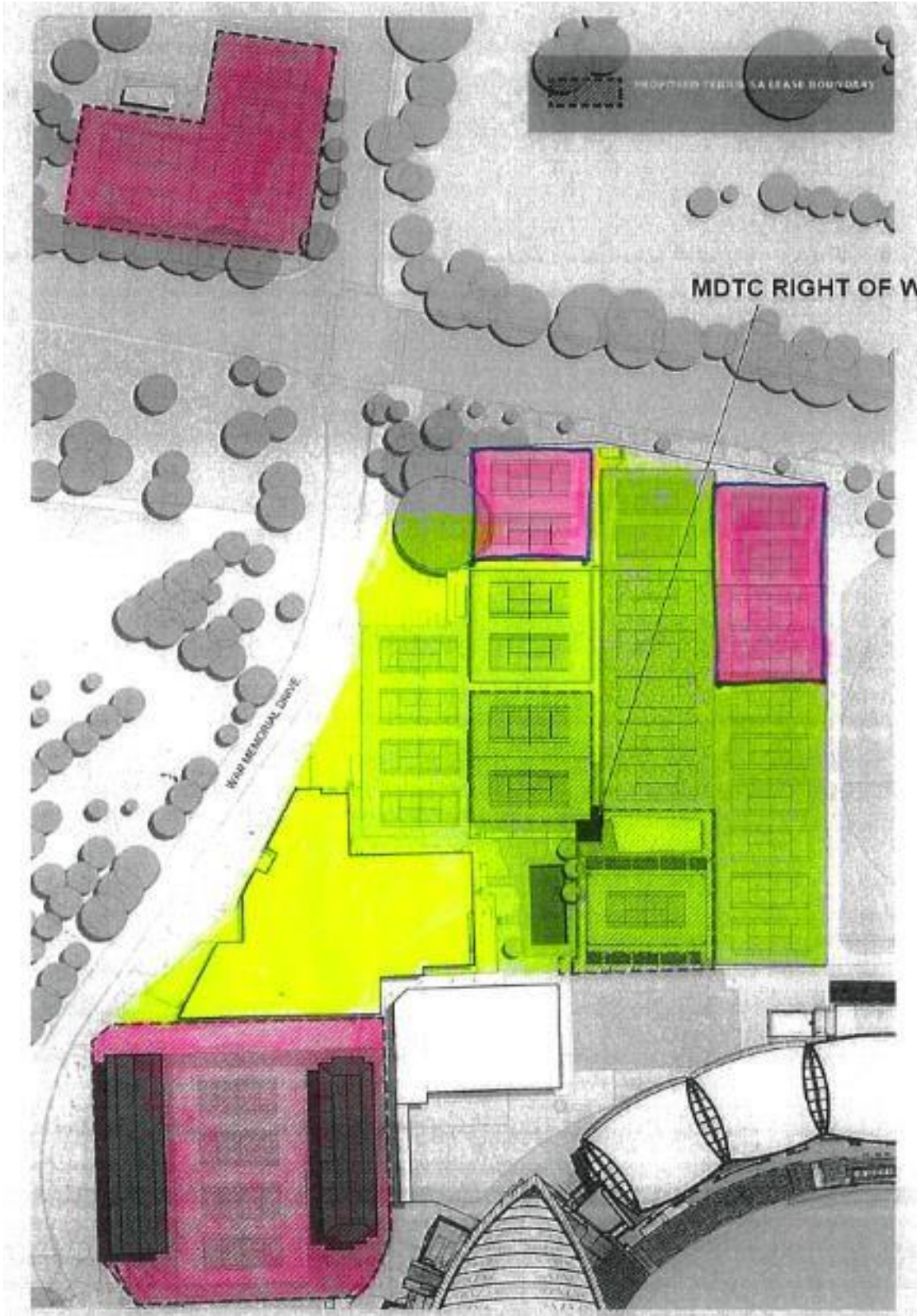
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Signature of Director

.....
Print Name of Director/Company Secretary
(BLOCK LETTERS)

.....
Print Name of Director
(BLOCK LETTERS)

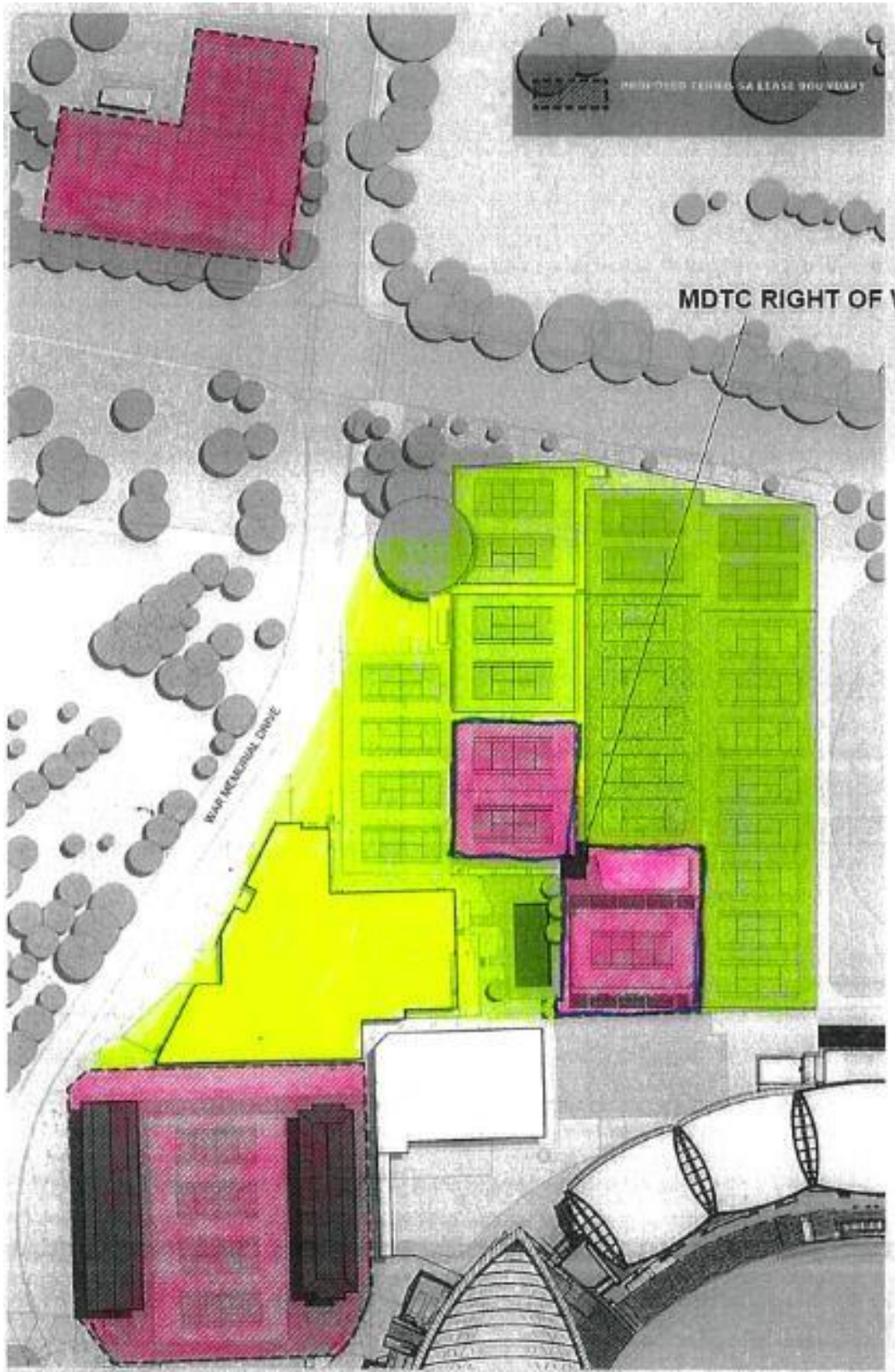
Annexure A

[Previously leased areas by TSA (shaded pink) and previously leased areas by MDTC and NG (shaded yellow)]



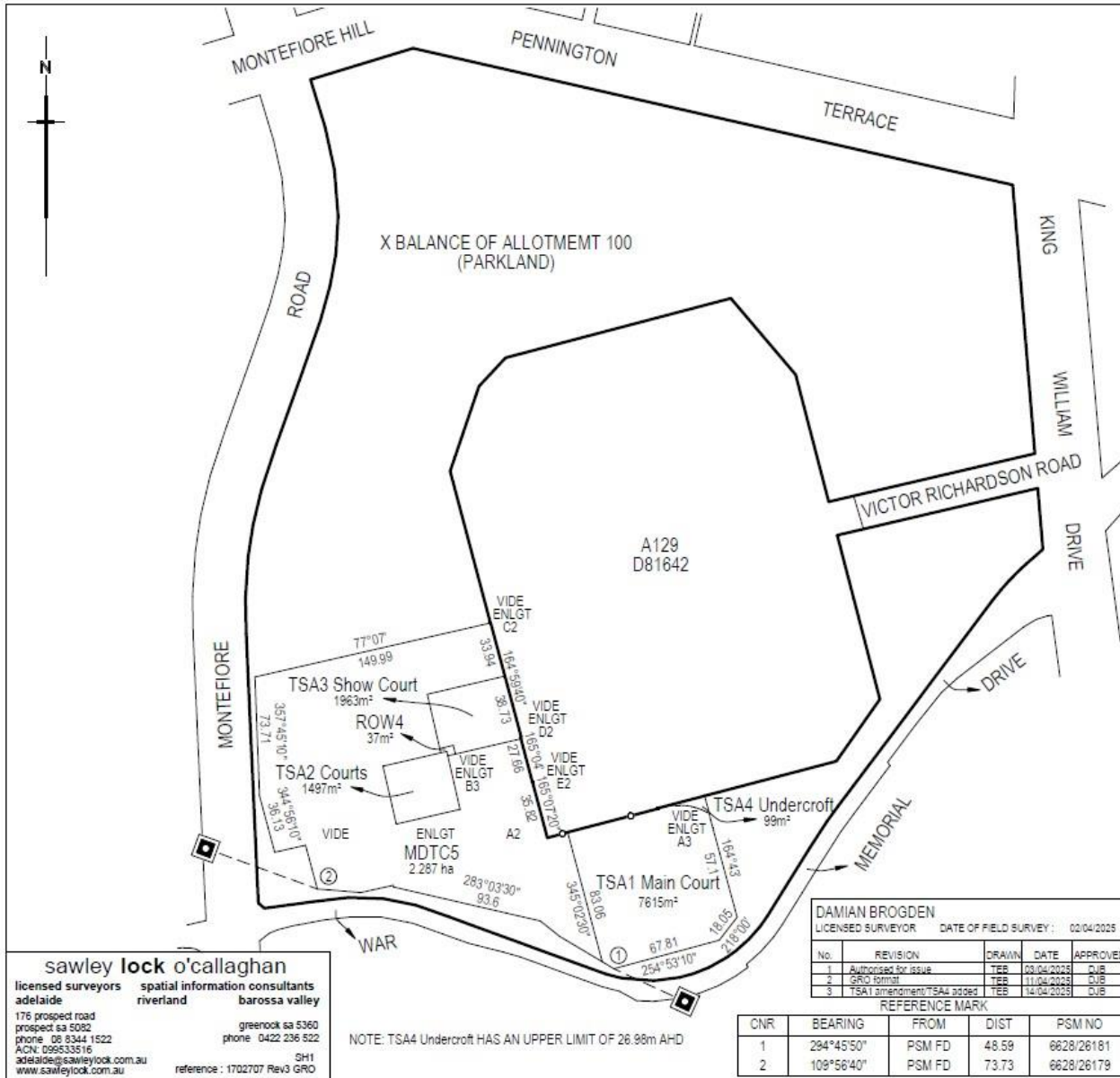
Annexure B

[Updated leased areas to TSA (shaded pink) and updated leased areas to MDTC and NG shaded yellow)]



Annexure C

Page 170



PLAN NUMBER			
THIS IS SHEET 1 OF 3 SHEETS			
DEPOSITED / / 25 PRO REGISTRAR GENERAL			
ACCEPTED FOR FILING		DEV. No.	
MAP REF. 6628/41e		TITLE SYSTEM CROWN LAND	
TITLE REFERENCE CR 6102/703			
O.B. / LAST PLAN REF.		TOTAL AREA	
DOCKET No.			
FIELD BOOK No.			
CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVED
IRRIGATION AREA DIVISION			
HUNDRED YATALA			
AREA NORTH ADELAIDE			
COUNCIL CITY OF ADELAIDE			
PLAN FOR LICENCE			
ALLOTMENT 100 IN D81642			
SCALE 0 50 100 150 200 250 METRES			
STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS SEE CR FOR EASEMENT DETAILS.			
ALL DISTANCES ARE GROUND DISTANCES			
COMBINED SCALE FACTOR ZONE . 54 . MGA . 2020 .			
BEARING DATUM DISTANCE			
DERIVED FROM . . PSM 6628/26179 - 6628/26181			

sawley lock o'callaghan
 licensed surveyors spatial information consultants
 adelaide riverland barossa valley
 176 prospect road greenoak sa 5360
 prospect sa 5052 phone 08 8344 1522 phone 0422 236 522
 ACN: 099533516 SH1
 adelaide@sawleylock.com.au www.sawleylock.com.au reference: 1702707 Rev3 GRO

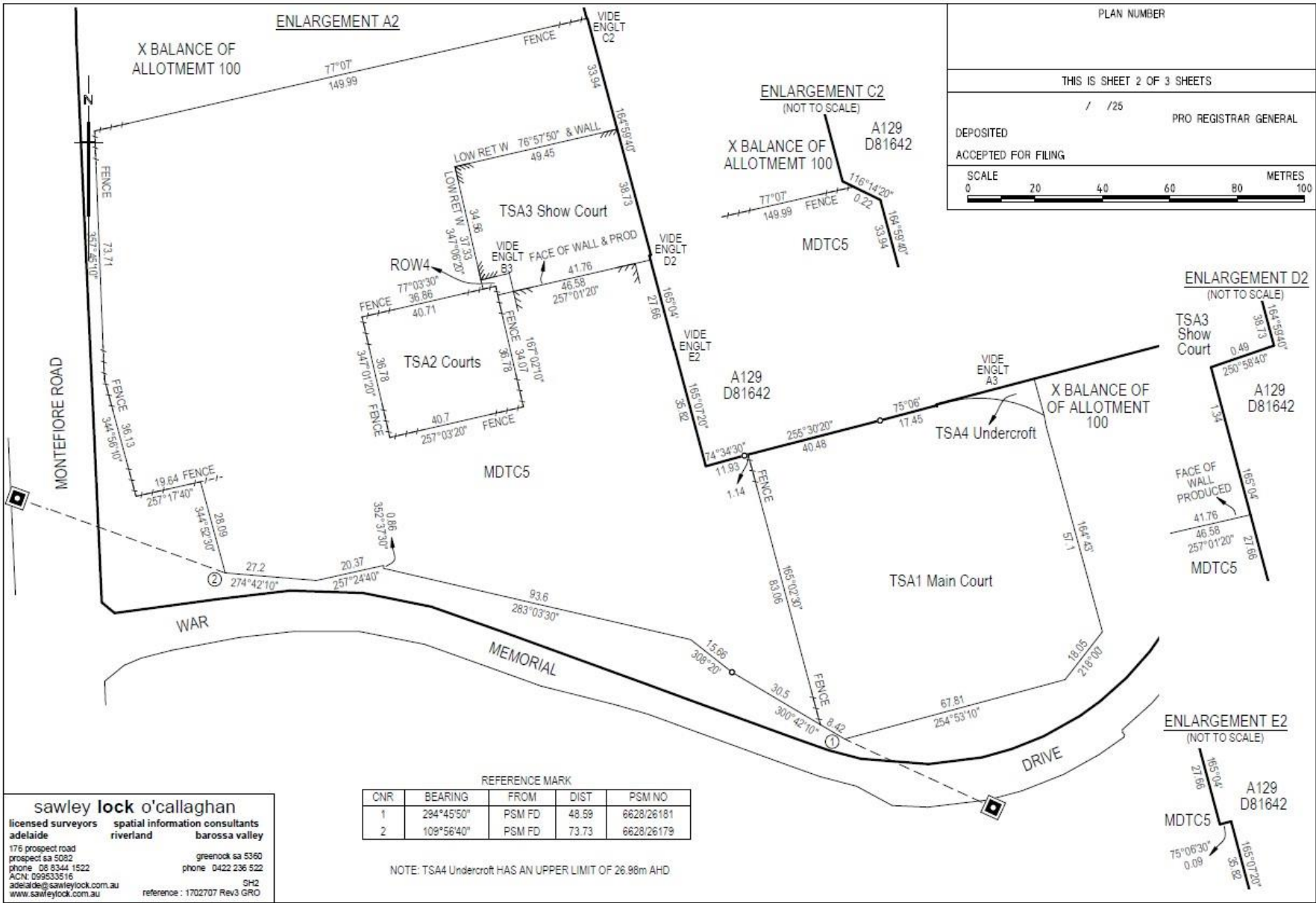
DAMIAN BROGDEN
 LICENSED SURVEYOR DATE OF FIELD SURVEY: 02/04/2025

No.	REVISION	DRAWN	DATE	APPROVED
1	Authorised for issue	TBB	03/04/2025	DJB
2	GRO format	TBB	11/04/2025	DJB
3	TSA1 amendment/TSA4 added	TBB	14/04/2025	DJB

REFERENCE MARK

CNR	BEARING	FROM	DIST	PSM NO
1	294°45'50"	PSM FD	48.59	6628/26181
2	108°56'40"	PSM FD	73.73	6628/26179

NOTE: TSA4 Undercroft HAS AN UPPER LIMIT OF 26.98m AHD



PLAN NUMBER

THIS IS SHEET 2 OF 3 SHEETS

/ /25 PRO REGISTRAR GENERAL

DEPOSITED

ACCEPTED FOR FILING

SCALE 0 20 40 60 80 100 METRES

REFERENCE MARK

CNR	BEARING	FROM	DIST	PSM NO
1	294°45'50"	PSM FD	48.59	6628/26181
2	109°56'40"	PSM FD	73.73	6628/26179

NOTE: TSA4 Undercroft HAS AN UPPER LIMIT OF 26.96m AHD

sawley lock o'callaghan
 licensed surveyors spatial information consultants
 adelaide riverland barossa valley
 176 prospect road greenock sa 5360
 prospect sa 5082 phone 08 5344 1522
 ACN: 099533516 phone 0422 236 522
 adelaide@sawleylock.com.au SH2
 www.sawleylock.com.au reference: 1702707 Rev3 GRO

