



# CITY PLANNING, DEVELOPMENT AND BUSINESS AFFAIRS COMMITTEE

## Agenda and Reports

for the meeting on

Tuesday, 3 June 2025

at 6.15 pm

in the Colonel Light Room, Adelaide Town Hall

Our Adelaide.  
**Bold.**  
**Aspirational.**  
**Innovative.**

CITY PLANNING, DEVELOPMENT AND BUSINESS AFFAIRS COMMITTEE  
Meeting Agenda, Tuesday, 3 June 2025, at 6.15 pm

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

## Agenda

Item		Pages
1.	<b>Acknowledgement of Country</b> At the opening of the City Planning, Development and Business Affairs Committee meeting, the Chair will state:  ‘Council acknowledges that we are meeting on traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today.  And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’	
2.	<b>Apologies and Leave of Absence</b> Nil	
3.	<b>Confirmation of Minutes - 6/5/2025</b> That the Minutes of the meeting of the City Planning, Development and Business Affairs held on 6 May 2025, be taken as read and be confirmed as an accurate record of proceedings. View public <a href="#">6 May 2025 Minutes</a> .	
4.	<b>Declaration of Conflict of Interest</b>	
5.	<b>Deputations</b>	
6.	<b>Workshops</b> Nil	
7.	<b>Reports for Recommendation to Council</b>	
	7.1 Deed of Agreement - Royal Adelaide Show Parking	4 - 37
8.	<b>Reports for Noting</b> Nil	
9.	<b>Exclusion of the Public</b> In accordance with sections 90(2), (3) and (7) of the <i>Local Government Act 1999</i> (SA) the City Planning, Development and Business Affairs will consider whether to discuss in confidence the reports contained within section 10 and 11 of this Agenda.	38 - 41
10.	<b>Confidential Workshops</b>	
	10.1 20th Century Local Heritage Listing Code Amendment [S90(3) (m)]	42 - 93
11.	<b>Confidential Reports for Recommendation to Council</b>	
	11.1 Leasing Matter [S90(3) (b), (d)]	94 - 105

## 12. Closure

## Deed of Agreement - Royal Adelaide Show Parking

Strategic Alignment - Our Environment

Public

**Tuesday, 3 June 2025**

**City Planning, Development and Business Affairs Committee**

**Program Contact:**

Mike Philippou, Associate Director Strategic Property & Commercial

**Approving Officer:**

Tom McCready, Director City Infrastructure

## EXECUTIVE SUMMARY

The purpose of this report is to enable the Committee to provide a recommendation to Council relating to a request from the Royal Agricultural and Horticultural Society (the Society) to extend the current Deed of Agreement (the Deed) for the Royal Show Park Land Parking.

The City of Adelaide (Council) has supported the Royal Adelaide Show (the Show) through the provision of Park Lands parking since 1926.

Council and the Society entered into the Deed in 2011 which formalises the current arrangement to provide Park Lands parking for the Show. Parking is provided in Golden Wattle Park/Mirnu Wirra (Park 21W), Josie Agius Park/Wikaparntu Wirra (Park 22) and GS Kingston Park /Wirrarninthe (Park 23) for the duration of the Show.

The Society has requested that the Council provide continued support for the Show through the provision of Park Lands parking post 2026 when the current Deed expires.

On 30 April 2025, a report and presentation were provided to Kadaltilla.

It is proposed that a new Deed of Agreement be entered into that will reflect the aspirations of the current Deed to reduce and eventually remove Park Lands parking for the Royal Adelaide Show and protect the Park Lands.

## RECOMMENDATION

THAT THE CITY PLANNING, DEVELOPMENT AND BUSINESS AFFAIRS COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. Notes the current Royal Adelaide Show Parking – Executed Deed of Agreement as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the City Planning, Development and Business Affairs Committee held on 3 June 2025.
2. Authorises the Chief Executive Officer to be delegated authority to finalise the negotiation and preparation of a Deed (including all plans and attachments) between the City of Adelaide and the Royal Agricultural and Horticultural Society for the provision of Park Land parking for the Royal Adelaide Show post 2026 as contained in Attachment B to the Item 7.1 on the Agenda for the meeting of the City Planning, Development and Business Affairs Committee held on 3 June 2025.
3. Authorises the Chief Executive Officer to sign and affix (if necessary) the common seal with the signature of the Lord Mayor to the Deed and any other documentation contemplated by or otherwise necessary to give effect to the Deed and the recommendations in this report.

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	<p>Strategic Alignment – Our Environment</p> <p>The status, attributes and character of our green spaces and the Park Lands are protected and strengthened.</p> <p>This report aligns with the Community Land Management Plan for the Adelaide Park Lands (CLMP).</p>
Policy	The Adelaide Park Lands Management Strategy and Community Land Management Plan for the Adelaide Park Lands recognise the need to provide parking for the Royal Adelaide Show in a sustainable manner.
Consultation	The Society and other key stakeholders have been engaged in development of the proposals and content within this report.
Resource	<p>The negotiation of the Deed of Agreement will be undertaken within existing Council resources with external legal advice utilised to produce the Deed.</p> <p>Council's UPark team manages the Park Lands parking through a combination of City of Adelaide and temporary labour-hire staff. A combination of City Operations – Horticulture staff and Contractor staff delivers the required ground preparation and remediation.</p>
Risk / Legal / Legislative	<p><i>Environment Protection and Biodiversity Conservation (EPBC) Act 1999</i></p> <p>The Adelaide Park Lands contains threatened native species and ecological communities that are protected under the EPBC.</p> <p>Like the existing Deed, the areas allocated to parking will exclude areas of significant biodiversity. Prior to the provision of parking each year City Operations - Horticulture and Strategic Property and Commercial - UPark teams meet to inspect the Park Lands and restrict parking in any newly identified biodiversity areas.</p>
Opportunities	Revenue generated through the provision of Park Lands parking is used to improve the Sports Ovals in Golden Wattle Park and is included in Council's annual operating budget. Modification to the terms of the Deed enable the opportunity for repurposing of the parking areas if required in the future and deliver a net reduction of parking over the life of the Deed.
24/25 Budget Allocation	Negotiation of the Deed will be completed within the operating budgets of the relevant teams. The expenses, revenue and subsequent profit for delivery of Park Lands parking for the Show are included in the Commercial Parking operating budget.
Proposed 25/26 Budget Allocation	The expenses, revenue and subsequent profit for delivery of Park Lands parking for the Show are included in the Commercial Parking operating budget and Council's LTFP.
Life of Project, Service, Initiative or (Expectancy of) Asset	15 years, comprising one initial term of five years and two subsequent renewal terms of five years both of which require mutual agreement between the parties.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report.

Ongoing Costs (eg maintenance cost)	\$40,000 of the Commercial Parking operating budget is allocated to grounds maintenance. The majority of this is related to the preparation and remediation of the Sports Fields in Golden Wattle Park. Council's Strategic Property & Commercial- UPark team, in consultation with City Operations - Horticulture team, manage the parking to minimise impact to the Park Lands, so remediation costs for the Park Lands following the Show is minimal. All other costs are related to the provision of Parking Services and are offset by the revenue collected.
Other Funding Sources	Not as a result of this report.

## DISCUSSION

### Background

1. The first Royal Adelaide Show was held in 1840. This culturally significant event is the longest-running ticketed event in South Australia, attracting up to half a million people each year.
2. Since 1926 Council has provided parking in Josie Agius Park/Wikaparntu Wirra (Park 22) to support the event. This expanded over the following years to include Golden Wattle Park/Mirnu Wirra (Park 21W) and the Edwards Park area on the old netball courts in GS Kingston Park/Wirrarminthi (Park 23).
3. In 2011 Council entered into a Deed of Agreement (**Attachment A**) with the Society to provide Park Lands parking for the Royal Adelaide Show for an initial period of five years, with the Society having the right to extend for two renewal periods of five years each (15 years in total). The Society exercised this right on both occasions. The current Deed of Agreement will expire after the 2026 Show.
4. The Society presented at a confidential CEO Briefing on 25 February 2025 and formalised their request in writing dated 27 March 2025 ([Link 1](#)) for continued support from Council for the Show through the provision of Park Lands parking post 2026.
5. A report was provided to Kadaltilla/Adelaide Park Lands Authority (Kadaltilla) at its meeting on 30 April 2025.
6. Kadaltilla resolved:

*THAT THE KADALTILLA/ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:*

*That the Kadaltilla/Adelaide Park Lands Authority:*

1. *Notes the current Royal Adelaide Show Parking – Executed Deed of Agreement – **Attachment A**.*
2. *Endorses Council progressing with negotiations and execution of a Deed of Agreement to be based on the same, or similar terms, to that of the existing Deed and the key terms included in section 16 of this report, and including:*
  - 2.1 *A minimum 10% reduction to existing car parking on land managed by the City of Adelaide based on the 2022 baseline.*
  - 2.2 *Maintaining no parking within Biodiversity Areas.*
7. A new Deed has been drafted taking this advice into consideration as further discussed in point 20.1.

### Current Council Policy

8. The Adelaide Park Lands Management Strategy – Towards 2036 (Strategy) currently with the Minister for Planning for adoption, contains the following directives regarding parking on the Adelaide Park Lands.
  - 8.1. Strategy 2.11 – Where appropriate return car parking on the Adelaide Park Lands to a Park Lands Purpose and consider temporary uses of existing car parking to provide greater community benefit.
  - 8.2. The strategy supports an overall reduction in existing car parking in the Adelaide Park Lands. Existing car parking is accommodated in some locations in the Adelaide Park Lands. Where appropriate, existing car parking will encourage multiple uses such as market stalls, events, community, sport, and recreation opportunities, and electric vehicle charging to maximise public access to existing infrastructure. Car parking will minimise its impact on the landscape, provide for additional greening and trees, and incorporate water-sensitive urban Design.

- 8.3. The target is to reduce existing car parking on land managed by the City of Adelaide by 5% based on the 2022 baseline.
- 8.4. South-West Park Lands Precinct
  - 8.4.1. Manage car parking for the Royal Adelaide Show according to the Deed of Agreement with the Royal Agricultural and Horticultural Society of SA.
9. The Community Land Management Plan for the Adelaide Park Lands (October 2023) reflects the use of the Adelaide Park Lands to provide temporary car parking for visitors during the Royal Adelaide Show under a Deed of Agreement with the Royal Agricultural and Horticultural Society of South Australia.

## **The Proposal**

10. The key objectives of the current Deed are:
  - 10.1. To recognise the parties' shared aspiration of eventually moving broad-acre parking from the Park Lands for the Royal Adelaide Show;
  - 10.2. Provide for the ongoing interim use of the Park Lands for parking; and
  - 10.3. Provide for the relocation of parking areas and better parking management to minimise damage to the Park Lands.
11. As part of the existing Deed, parking for the Show was removed from or reduced in Park Land areas containing remnant native vegetation.
12. Adelaide Community Sports and Recreation Association holds a license for the Sports Ovals in Park 21W. In line with the Deed, the license holder's use of the ovals is restricted or prevented during the Show, and they are used for parking in lieu of these Park Land areas.
13. Parking is managed by Council's Strategic Property and Commercial - UPark team, in consultation with the City Operations – Horticulture team, who are responsible for:
  - 13.1. Preparation and maintenance of the sports ovals to improve ground conditions to sustain car parking.
  - 13.2. Parking being managed in the Park Lands and the sports ovals to minimise impact on the grounds throughout the Show period.
  - 13.3. Remediation of the Park Lands, due to the parking impacts.
14. Parking is provided at a fee that covers the Council's operating costs, Park Lands remediation and returns a profit. Approximately 25,000 to 35,000 users park in the Park Lands each year.
15. Park 22 is utilised by 80% of patrons, Park 21W by 19%, and Park 23 by 1%.
16. Over the course of the Deed, parking availability has decreased by approximately 380 spaces due to the installation of new netball courts and greening projects. The current layout is found on the plan at [Link 2](#).
17. Since 2011 the Society has continued to investigate, encourage and support the implementation of specific sustainable transport options to the Showground:
  - 17.1. Assisted and supported the State Government during the construction and activation of the permanent Adelaide Showground Railway Station.
  - 17.2. Acquired further land to enable the Society to increase parking capacity at the Showground.
  - 17.3. Activated strategically placed, dedicated taxi and rideshare ranks.
  - 17.4. Installed bicycle/scooter parking facilities at Northern and Southern entrances to the Showground.
  - 17.5. Supported the installation of a safe pedestrian/bicycle crossing to the Showground from the Park Lands.
  - 17.6. Worked collaboratively with the Department for Infrastructure and Transport (DIT) to balance the cost of additional public transport services operated during the Show.
  - 17.7. Actively promoted the use of public transport to the Show via website, media and social media in the lead up to and during the event.
  - 17.8. Worked with DIT and CoA to provide a convenient, lower-cost alternative to Park Lands parking on weekends of the Show.
  - 17.9. Embarked on a master planning exercise that specifically considers event car parking requirements and the Society's long-term ambition to have 90% of patrons travelling to and from the Show by sustainable means.

18. The Draft Deed will, if approved, reflect the aspirations of the current Deed, namely, to reduce and eventually remove Park Lands parking for the Royal Adelaide Show and protect the Park Lands.
19. The Draft Deed (**Attachment B**) is based on the same or similar terms as the existing Deed, with changes to mitigate the risk to Council and considering Kadaltilla's advice from its meeting on 30 April. Key terms including a summary of amendments are detailed below:
  - 19.1. An amended/new clause requiring a minimum 10% reduction over the course of the Deed to car parking on land managed by the Council based on the 2022 baseline. This represents a reduction of 227 car park spaces.
  - 19.2. A term equivalent to that of the existing Deed, an initial term of five years followed by two subsequent renewal terms of five years each (total of 15 years).
  - 19.3. Amended clause to require mutual agreement between the parties to extend for the first and second renewal terms. Current Deed had extensions in favour of the Society.
  - 19.4. Existing clauses that enable the management of parking for the Royal Adelaide Show by Council staff whilst minimising impact and protecting the Park Lands and maintaining no parking within Biodiversity Areas.
  - 19.5. Parking areas will remain the same, apart from areas where there has been a reduction in parking availability due to the installation of new netball courts and greening projects.
  - 19.6. Amended clause will provide Council the option to reduce available parking for the Royal Adelaide Show over the course of the Deed to accommodate repurposing of the Park Lands.
  - 19.7. Restricted parking areas and the conditions under which they can be utilised will remain the same, including maintaining no parking within Biodiversity areas, to ensure the protection of the Park Lands and vegetation.
  - 19.8. The sports ovals in Park 21W will remain the main parking area in that park.
  - 19.9. Council will continue to provide discounted parking in its city parking stations adjacent to bus and tram stops during the Show to promote and encourage alternative parking options.
  - 19.10. The Royal Show Park Land parking fee will be set by Council to reflect the convenience of parking in the Park Lands, rather than increasing by CPI or by mutual agreement with the Society.
  - 19.11. Evaluation of the Deed at the end of the first year and then at least twice during the life of the Deed (prior to renewal at the end of year 5 and end of year 10) which includes a review of space requirements in support of the aspiration goals for decreased dependence on the Park Lands for parking, including a progress report from the Society on their Masterplan and initiatives to support the implementation of specific sustainable transport options.
  - 19.12. Continued and increased promotion undertaken by the Society on the use of public transport to the Show via website, media and social media in the lead up to and during the event.
20. A tracked changes version of the draft Deed against the current Deed can be viewed at [Link 3](#).
21. The existing Deed of Agreement will expire in 2026. The 2026 Royal Adelaide Show will be the last one covered by the existing Deed.

#### **Next Steps**

22. Subject to Council authorisation, finalise and execute the Deed between the City of Adelaide and the Royal Agricultural and Horticultural Society for the provision of Park Land parking for the Royal Adelaide Show post 2026.

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## **DATA AND SUPPORTING INFORMATION**

**Link 1** – Royal Agricultural and Horticultural Society Letter Dated 27 March 2025

**Link 2** – Royal Adelaide Show Parking Location Map

**Link 3** – Draft Deed of Agreement – Tracked Changes

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## ATTACHMENTS

**Attachment A** – The current Royal Adelaide Show Parking – Executed Deed of Agreement

**Attachment B** - Draft Deed of Agreement to commence 2026.

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- END OF REPORT -

**DEED**

ROYAL ADELAIDE SHOW PARKING

THE CORPORATION OF THE CITY OF ADELAIDE

and

ROYAL AGRICULTURAL & HORTICULTURAL SOCIETY OF  
SOUTH AUSTRALIA INCORPORATED

DATE

27<sup>th</sup> of September 2011

**PARTIES**

**THE CORPORATION OF THE CITY OF ADELAIDE** of 25 Pirie Street, Adelaide SA 5000  
(Council)

**ROYAL AGRICULTURAL & HORTICULTURAL SOCIETY OF SOUTH AUSTRALIA**  
**INCORPORATED** of PO Box 108, Goodwood SA 5034 (Society)

**BACKGROUND**

- A. The Society is charged with the responsibility to conduct the Royal Adelaide Show annually at the Adelaide Showground.
- B. Council has the care control and management of Park Lands in the vicinity of the Adelaide Showground, which have historically been used for the purposes of providing parking for the Royal Adelaide Show.
- C. The parties have a long-term goal to phase out the use of the Park Lands for broad-acre parking for the Royal Adelaide Show.
- D. This deed provides a framework within which the parties will work towards achieving that goal and also regulates how parking on the Park Lands will be managed during the interim period.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

**Adelaide Showground** means the land at Wayville, South Australia occupied or controlled by the Society for the purposes of conducting the Royal Adelaide Show.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Adelaide.

**Commencement Date** means the date of execution of this deed.

**Initial Term** means a term of five years commencing on the Commencement Date.

**Park Lands** means the Adelaide Park Lands as defined by the Adelaide Park Lands Plan deposited in the General Registry Office of South Australia.

**Renewal Terms** means two terms of five years each.

**Term** means the Initial Term and the Renewal Term(s).

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## **1.2 Interpretation**

In this deed, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a provision is not construed against a party only because that party drafted it;
- 1.2.7 if a provision of this deed binds two or more parties, that provision binds those parties jointly and severally;
- 1.2.8 an unenforceable provision or part of a provision may be severed, and the remainder of this deed continues in force, unless this would materially change the intended effect of this deed;
- 1.2.9 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- 1.2.10 an obligation on a party to use "reasonable endeavours" to do a thing requires the party to do all the party reasonably can to do the thing, taking into account all of the personal circumstances and commercial interests of that party.

## **1.3 Background**

The Background forms part of this deed and is correct.

## **1.4 Ambiguity**

In the event of any ambiguity in the interpretation of this deed, this deed is to be interpreted in a manner consistent with the Report presented to the Council on 23/8/2011 titled Royal Adelaide Show – Parking [2010/02708].

## **2. KEY OBJECTIVES**

The key objectives of this deed are to:

- 2.1 recognise the parties' shared aspiration of eventually removing broad-acre parking from the Park Lands for the Royal Adelaide Show through:
  - 2.1.1 the cooperative efforts of the parties, the State Government and Local Government to improve public transport capable of servicing the Adelaide Showground; and

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- 2.1.2 the continued efforts of the Society to improve the parking capacity of the Adelaide Showground;
- 2.2 provide for the ongoing interim use of portions of the Park Lands for parking; and
- 2.3 provide for the relocation of parking areas and better management of parking to minimise damage to the Park Lands.
3. **TERM**
- 3.1 **Term**
- This deed commences on the Commencement Date and expires at the end of the Term.
- 3.2 **Periodic review**
- 3.2.1 The parties will comprehensively evaluate the success and ongoing operation of this deed at the conclusion of the first year and at least twice during the Term with a view to reducing the number of parking spaces in line with the parties' long-term goal.
- 3.2.2 If during the Term the parties agree that the objectives of this deed have been met such that parking on the Park Lands is no longer required, this deed may be terminated in writing.
- 3.3 **Extension of Initial Term**
- 3.3.1 ***First Renewal Term***
- The Society may exercise its right to extend this deed for a period of five years (**First Renewal Term**) by notice in writing to Council prior to the expiry of the Initial Term, on the same terms as this deed except for the exclusion of this clause 3.3.1 commencing immediately after the Initial Term expires.
- 3.3.2 ***Second Renewal Term***
- The Society may exercise its right to extend this deed for a second period of five years (**Second Renewal Term**) by notice in writing to Council prior to the expiry of the First Renewal Term, on the same terms as this deed except for the exclusion of this clause 3.3.2 commencing immediately after the First Renewal Term expires.
4. **GENERAL ACKNOWLEDGEMENTS**
- Council and the Society acknowledge and agree that both parties intend to follow the processes, protocols, procedures and practices outlined in this deed (or such further agreements made by the parties from time to time) and use their reasonable endeavours to seek to fulfil the key objectives of this deed as set out in clause 2.
5. **LONG-TERM TRANSPORT SOLUTION**
- 5.1 The parties will use their reasonable endeavours to achieve their shared long-term objective of removing parking from the Park Lands and will jointly consult

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and involve the State Government, adjoining councils and other stakeholders as and when required to facilitate that outcome.

- 5.2 Without limiting clause 5.1, the parties agree to prepare a Public Transport/Alternative Parking Plan (**Plan**) to work in conjunction with the State Government and The Corporation of the City of Unley to progressively reduce the long term parking demand on the Park Lands for the Royal Adelaide Show. The Plan will set aspirational goals for the increased use of public transport and alternative parking and identify strategies for jointly achieving these goals. The parties will jointly implement mutually agreed strategies and aim to reduce parking on the Park Lands as public transport availability increases and as additional (non-Park Lands) parking is made available.
- 5.3 The parties acknowledge that the Society has a long-term goal of 90% of patrons travelling to the Royal Adelaide Show by public transport and in working toward this outcome has, in conjunction with the State Government:
- 5.3.1 installed an international standard bus zone on Goodwood Road;
  - 5.3.2 installed a temporary train station at Goodwood, which operates from the City to the Adelaide Showground;
  - 5.3.3 promoted public transport through its communications plan;
  - 5.3.4 acquired land to enable the Society to gradually increase parking capacity at the Adelaide Showground;
  - 5.3.5 assisted Council in eliminating parking on the Park Lands for other events at the Adelaide Showground by rearranging internal parking operations within the site;
  - 5.3.6 financially supported the Keswick Bike Path situated along the railway line;
  - 5.3.7 introduced a park and ride scheme at ETSA Stadium; and
  - 5.3.8 achieved a re-zoning of the Adelaide Showground to allow for multi-storey car parks combined with office blocks.
- 5.4 Without limiting clauses 5.1 and 5.2, the Society will use its reasonable endeavours to continue to investigate, encourage and support the implementation of specific sustainable transport options including:
- 5.4.1 electrification, modernisation and extension of rail services;
  - 5.4.2 construction of a permanent rail station servicing the Adelaide Showground and future Keswick Barracks development;
  - 5.4.3 extension of tram services and return of tram line into the Northern end of the Adelaide Showground;
  - 5.4.4 introduction of modern computerised public transport ticketing services that can be integrated into public event ticketing; and

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- 5.4.5 a cultural shift within the community toward public transport as a result of providing convenient, reliable, affordable, safe and contemporary services.

## **6. INTERIM PARKING ARRANGEMENTS**

### **6.1 Acknowledgements**

The parties acknowledge and agree that:

- 6.1.1 Council (and the Adelaide Park Lands Authority) has a general policy position to work towards removing parking on the Park Lands, in order to best manage and conserve the Park Lands;
- 6.1.2 the required large scale improvements to public transport, including those set out in clause 5.4, are unlikely to be in place within the short term; and
- 6.1.3 given the considerable social and cultural importance of the Royal Adelaide Show it is considered reasonable to provide assurance to the Society and the public with respect to the continued availability of the Park Lands for parking, while taking appropriate steps to protect the amenity of the Park Lands.

### **6.2 Parking areas**

- 6.2.1 Those areas of the Park Lands shaded in red, or shaded in green and outlined in red, on the plan attached as Annexure A will be made available for parking for a maximum of 2,650 vehicles, subject to clause 6.2.2.2, as required from time to time for the Royal Adelaide Show, subject to ground conditions being considered suitable at the time.
- 6.2.2 Those areas of the Park Lands marked "Area D" and "Area E" on the plan attached as Annexure A contain remnant native vegetation and as such will only be made available for parking for the Royal Adelaide Show:
- 6.2.2.1 if ground conditions on the sporting fields (part of the areas described in clause 6.2.1 above) are unsuitable for parking and only until such surfaces are improved; and
- 6.2.2.2 on up to three occasions during the Royal Adelaide Show as overflow areas on high-attendance days;
- and Council will install signage as required to educate the public as to why parking will generally not be permitted on certain areas of the Park Lands.
- 6.2.3 Suitability of ground conditions will be determined by Council (acting reasonably) having regard to weather, works and other relevant factors in consultation with the Society prior to and during the Royal Adelaide Show.

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- 6.2.4 It is acknowledged that certain areas of the Park Lands may in future and from time to time be redeveloped or otherwise subject to works such that they will, either temporarily or permanently, be unsuitable for parking. In any such event, Council will make provision for the parking of a minimum of 2,650 vehicles upon alternate proximate areas of the Park Lands, subject to ground conditions being considered suitable at the time.

**6.3 Responsibility for management of parking**

- 6.3.1 Council will continue to manage parking operations on the Park Lands.
- 6.3.2 Council will undertake an annual review of its traffic management plan for Royal Adelaide Show parking, in consultation with the Society, SAPOL and the City of Unley.
- 6.3.3 Where Council considers it reasonable and practicable, Council undertakes to provide a limited amount of discounted parking in its city parking stations adjacent to bus and tram stops during the Royal Adelaide Show to discourage parking on the Park Lands.

**6.4 Fees**

Current fees charged by Council for parking on the Park Lands will during the Term only be increased annually in accordance with the Adelaide CPI, except as otherwise agreed between the parties.

**6.5 First right of refusal to manage parking within the Adelaide Showground during the period of the Royal Adelaide Show**

If during the Term the Society proposes to enter into a contract or other arrangement for the management of off-street parking within the Adelaide Showground during the period of the Royal Adelaide Show:

- 6.5.1 the Society must serve on Council written notice of the Society's intention enter into a contract or other arrangement for the management of off-street parking for the period of the Royal Adelaide Show (**Notice**) and the terms upon which the Society is prepared to enter into such contract or other arrangement (**Contract**);
- 6.5.2 Council may accept the offer within 30 days after service of the Notice and Contract on Council by delivering to the Society the Contract executed by Council;
- 6.5.3 upon acceptance of the offer, the parties are bound by the Contract;
- 6.5.4 within seven days after receipt of the Contract, the Society must execute the Contract and deliver a copy to Council;
- 6.5.5 if Council does not accept the offer, the Society may enter into a contract with a third party within three months of the Notice at a price and on terms that are not less favourable to the Society;
- 6.5.6 the term of any Notice given under this clause shall be kept strictly confidential between the parties to this deed.

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## 6.6 Displacement of existing Park Lands licence holders

### 6.6.1 ***Adelaide Lutheran Sports and Recreation Association Incorporated***

- 6.6.1.1 The Adelaide Lutheran Sports and Recreation Association Incorporated (**ALSRA**) has a licence over part of the Park Lands, namely certain sports ovals.
- 6.6.1.2 The ALSRA's use of the sports ovals during the Royal Adelaide Show will be restricted or prevented as required (by suspension of the ALSRA's licence to use such area or otherwise).
- 6.6.1.3 Council will use its reasonable endeavours to relocate the ALSRA to alternative sports ovals during the Royal Adelaide Show.
- 6.6.1.4 Council supports the allocation of a reasonable and appropriate portion of revenue obtained from Royal Adelaide Show parking to assist with improvements to the sports ovals, specifically:
  - (a) a connection to the Glenelg Adelaide Pipeline recycled water supply;
  - (b) an initial series of treatments to improve the playing/parking surface;
  - (c) a contribution towards the annual maintenance of the playing surface to improve the capability of the surface to sustain vehicular traffic; and
  - (d) ongoing restoration following parking.

### 6.6.2 ***SA United Church Netball Association Incorporated***

- 6.6.2.1 The SA United Church Netball Association Incorporated (**SAUCNA**) has a licence over portion of the Park Lands, namely certain netball courts.
- 6.6.2.2 The SAUCNA's use of the parking area adjacent to the netball courts during the Royal Adelaide Show will be restricted or prevented as required (by suspension of the SAUCNA's licence to use such area or otherwise).
- 6.6.2.3 The SAUCNA has been advised by Council that parking on the parking area during the Royal Adelaide Show will attract a fee.

## 7. COMMUNICATION AND CONSULTATION

While the parties acknowledge the responsibility each party has to their own constituencies, they further agree to a process of communiqués and community consultation and to refrain from any deliberate and adverse public comments regarding

the other parties to this deed (in the context of the subject matter of this deed) should disagreements arise in the pursuit of the objectives set out in this deed.

## **8. CONFIDENTIALITY AND FOI**

- 8.1 The *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of Council. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by Council and other public authorities.
- 8.2 The Society acknowledges Council's obligations to comply with the FOI Act and consents to any disclosures by Council, subject to the Society's rights of consultation, review and appeal, and such other challenge to legal disclosure as the Society may make.

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- 9.1 A party may elect to terminate this deed if another party breaches a condition of this deed and fails to rectify such breach within a reasonable time of being requested in writing to do so.
- 9.2 Without prejudice to the rights of a party in respect of any claim or breach of the provisions of this deed prior to the date of termination, the liability of each party under this deed shall cease upon termination.
- 9.3 Clause 8 and any obligation that arises prior to termination shall survive termination of this deed.

## **10. DISPUTE RESOLUTION**

### **10.1 General**

- 10.1.1 A party must not commence arbitration or court proceedings (except for urgent relief) in respect of a dispute under this deed, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.
- 10.1.2 A party claiming that a dispute has arisen under this deed must give written notice to the other party specifying the nature and details of the dispute.
- 10.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.
- 10.1.4 If the parties are unable to resolve the dispute within 10 Business Days, they must promptly refer the dispute to their respective Chief Executive Officers.
- 10.1.5 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

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- 10.2.1 If those persons are unable to resolve the dispute within 10 Business Days of referral, a party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:
  - 10.2.1.1 a mediator agreed by the parties; or
  - 10.2.1.2 if the parties are unable to agree a mediator within five Business Days, a mediator nominated by the President of the Law Society or the President's nominee.
- 10.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.
- 10.2.3 Any information or documents disclosed by a party under this clause:
  - 10.2.3.1 must be kept confidential; and
  - 10.2.3.2 may not be used except to attempt to resolve the dispute.
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## 10.3 Arbitration

- 10.3.1 If the dispute is not resolved within 10 Business Days of appointment of the mediator, a party may refer the dispute to:
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- 10.3.2 A referral to arbitration is a submission to arbitration within the meaning of the *Commercial Arbitration and Industrial Referral Agreements Act 1986* (SA).
- 10.3.3 The party serving the notice of arbitration must lodge with the arbitrator a security deposit for the cost of the arbitration proceedings.
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If possible, each party must perform its obligations under this deed during negotiations, mediation and arbitration proceedings.

## 11. NOTICES

- 11.1 Any notice issued under this deed must be in writing and either sent by facsimile, mail or delivered by hand.

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11.2 A notice to Council must be addressed to:

Position: Chief Executive Officer

Address: 25 Pirie Street, Adelaide SA 5000

Fax: 08 8203 7709

11.3 A notice to the Society must be addressed to:

Position: Chief Executive Officer

Address: PO Box 108, Goodwood SA 5034

Fax: 08 8212 1944

11.4 A notice may be signed by a party's authorised legal or other representative.

11.5 A notice sent by mail or delivered by hand is effective upon receipt.

11.6 A notice sent by facsimile is effective upon receipt of confirmation of successful transmission to the recipient unless it is transmitted after the close of normal business hours, or on a Saturday, Sunday or public holiday, in which case it is effective on the opening of business on the next Business Day at the intended place of receipt.

## **12. GENERAL**

### **12.1 Relationship between the parties**

12.1.1 The relationship between the parties is limited to the purposes of this deed and is not to be construed as a partnership, joint venture, principal and agent, trust, fiduciary or any other special relationship.

12.1.2 No party is obliged to incur any further obligation unless it expressly agrees to do so in writing.

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A party must not assign any of its rights under this deed without the prior written consent of the other party.

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This deed can only be amended, modified, varied, released or discharged by written agreement of the parties and will form an annexure to this deed.

### **12.4 Severability**

If any provision in this deed is voidable or unenforceable, that provision will be severed and the rest of this deed will remain in full force and effect.

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- 12.5.1 No right under this deed will be deemed to be waived except by notice in writing signed by the party giving the waiver.
- 12.5.2 A waiver by a party under clause 12.5.1 will not prejudice that party's rights in respect of any subsequent breach of this deed by the other party.
- 12.5.3 Subject to clause 12.5.1, any failure by a party to enforce any clause of this deed, or any forbearance, delay or indulgence granted by the party to the other party, will not be construed as a waiver of the first mentioned party's rights under this deed.

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The laws of South Australia apply to this deed and the parties submit to the non-exclusive jurisdiction of the courts of South Australia.

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No party may make any press or other release or announcement relating to the commercial terms of this deed without the written approval of the other parties as to form, content and manner of the announcement or release.

**12.8 Entire agreement**

This deed constitutes the entire, final and concluded agreement between the parties in relation to the subject matter contained herein. It supersedes any previous arrangements, correspondence, tenders, representations, proposals, understandings and communications whether oral or in writing.

**12.9 Costs**

Each party will bear its own costs of and incidental to the preparation, negotiation, execution and stamping of this deed.

**EXECUTED AS A DEED**

**COUNCIL**

Signed for THE CORPORATION OF  
THE CITY OF ADELAIDE by its  
authorised delegate in the presence of:

  
.....  
Signature of witness

PATRICIA KRIEL  
.....  
Name of witness (print)

  
.....  
Signature of authorised delegate

PETER SMITH  
.....  
Name of authorised delegate (print)

CEO  
.....  
Position of authorised delegate

**SOCIETY**

The common seal of ROYAL  
AGRICULTURAL & HORTICULTURAL  
SOCIETY OF SOUTH AUSTRALIA  
INCORPORATED was affixed in the  
presence of:




  
.....  
Signature of Authorised Officer

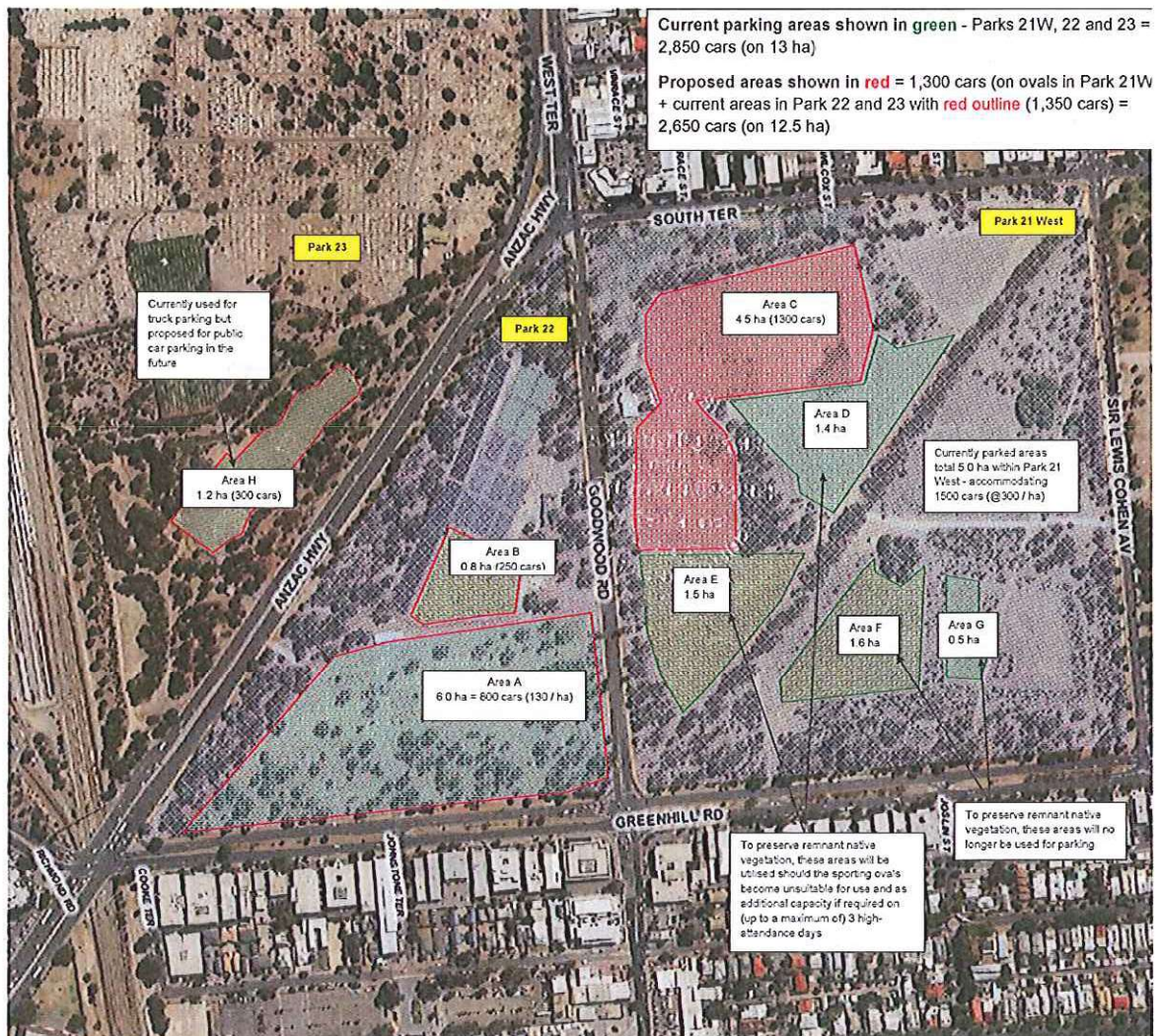
BRUCE MCFARLANE  
.....  
Name (print)

  
.....  
Signature of Authorised Officer

JOHN W ROTHWELL  
.....  
Name (print)

## Annexure A Plan

 = Current parking
  = Proposed parking
  = Current and proposed parking





## **DEED**

### **Royal Adelaide Show Parking (2026)**

**The Corporation of The City of Adelaide**

and

**Royal Agricultural & Horticultural Society of South Australia Incorporated**

**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](http://www.normans.com.au)

T +61 8 8210 1200



## DATE

## PARTIES

**The Corporation of The City of Adelaide** ABN 20 903 762 572 of GPO Box 2252, Adelaide SA 5001 (**Council**)

**Royal Agricultural & Horticultural Society of South Australia Incorporated** of PO Box 108, Goodwood SA 5034 (**Society**)

## BACKGROUND

- A. The Society is charged with the responsibility to conduct the Royal Adelaide Show annually at the Adelaide Showground.
- B. Council has the care control and management of Park Lands in the vicinity of the Adelaide Showground, which have historically been used for the purposes of providing parking for the Royal Adelaide Show. Council has supported this use since 1926.
- C. The parties entered into the Original Deed which (amongst other things):
  - (a) outlined the arrangements to make available certain portion of the Park Lands for carparking to support the Royal Adelaide Show;
  - (b) confirmed the shared long-term goal to phase out the use of the Park Lands for broad-acre parking for the Royal Adelaide Show; and
  - (c) provided a framework within which the parties will work towards achieving that goal and also regulates how parking on the Park Lands will be managed during the interim period.
- D. The Original Deed is due to expire on 27 November 2026.
- E. The parties have agreed to enter this deed to operate with effect from the Commencement Date to update the framework with respect to parking cars on the Park Lands on the terms of this deed having regard to the Agreed Objectives.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

**Adelaide Showground** means the land at Wayville, South Australia occupied or controlled by the Society for the purposes of conducting the Royal Adelaide Show.

**Agreed Objectives** includes the objectives as set out in clause 2.

**Biodiversity Areas** means those areas as marked and shown on the plan comprising Annexure A.



**Business Day** means a day that is not a Saturday, Sunday or public holiday in Adelaide.

**Commencement Date** means the 28 November 2026

**Initial Term** means a term of five (5) years commencing on the Commencement Date.

**First Renewal Term** means a period of five (5) years commencing 28 November 2031 and expiring 27 November 2036

**Original Deed** means the document titled “Deed – Royal Adelaide Show Parking” and dated or about 27 November 2011

**Park Lands** means the Adelaide Park Lands as defined by the Adelaide Park Lands Plan deposited in the General Registry Office of South Australia.

**Second Renewal Term** means a period of five (5) years commencing 28 November 2036 and expiring 27 November 2041

**Term** means the Initial Term and (if granted) the First Renewal Term and the Second Renewal Term.

## 1.2 Interpretation

In this deed, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a provision is not construed against a party only because that party drafted it;
- 1.2.7 if a provision of this deed binds two or more parties, that provision binds those parties jointly and severally;
- 1.2.8 an unenforceable provision or part of a provision may be severed, and the remainder of this deed continues in force, unless this would materially change the intended effect of this deed;
- 1.2.9 the meaning of general words is not limited by specific examples introduced by ‘including’, ‘for example’ or similar expressions; and
- 1.2.10 an obligation on a party to use “reasonable endeavours” to do a thing requires the party to do all the party reasonably can to do the thing, taking into account all of the personal circumstances and commercial interests of that party.



### 1.3 **Background**

The Background forms part of this deed and is correct.

### 1.4 **Ambiguity**

In the event of any ambiguity in the interpretation of this deed, this deed is to be interpreted in a manner consistent with the Report presented to the Council on 23/8/2011 titled Royal Adelaide Show- Parking (2010/02708).

## 2. **KEY OBJECTIVES**

### 2.1 **Original Deed**

The Council and the Society acknowledge the key objectives of the Original Deed were to:

2.1.1 recognise the parties' shared aspiration of eventually removing broad-acre parking from the Park Lands for the Royal Adelaide Show through:

2.1.1.1 the cooperative efforts of the parties, the State Government and Local Government to improve public transport capable of servicing the Adelaide Showground; and

2.1.1.2 the continued efforts of the Society to improve the parking capacity of the Adelaide Showground;

2.1.2 provide for the ongoing interim use of portions of the Park Lands for parking; and

2.1.3 provide for the relocation of parking areas and better management of parking to minimise damage to the Park Lands.

### 2.2 **Further objectives**

Without limiting clause 2.1, the Council and the Society acknowledge further objectives include:

2.2.1 a further minimum reduction to car parking on the Park Lands of ten (10%, 227 car parks) per centum over the Term based on the 2022 baseline of 2270 car parks;

2.2.2 recognition and protection for Biodiversity Areas; and

2.2.3 a continued focus on promotional activities to further promote and encourage the use of public transport.

## 3. **TERM**

### 3.1 **Term**

This deed commences on the Commencement Date and, subject clause 3.3, expires at the end of the Term.



### 3.2 Periodic review

- 3.2.1 The parties will comprehensively evaluate the success and ongoing operation of this deed at the conclusion of the first year of the Initial Term and then again within the six (6) months before the commencement of either the First Renewal Term or the Second Renewal Term (as the case may be) with a view to reducing the number of parking spaces in line with the parties' long-term goal.
- 3.2.2 Without limiting clause 3.2.1, any review is to include a review of space requirements in support of the objective of a decreased dependency on the Park Lands for car parking and a review of the masterplan referred to in clause 5.3.
- 3.2.3 If during the Term the parties agree that the objectives of this deed have been met such that parking on the Park Lands is no longer required, this deed may be terminated in writing.

### 3.3 Extension of Initial Term

#### 3.3.1 ***First Renewal Term***

The Society may request an extension of this deed for a period of five (5) years (**First Renewal Term**) by notice in writing to Council prior to the expiry of the Initial Term.

#### 3.3.2 ***Second Renewal Term***

The Society may request an extension of this deed for a second period of five (5) years (**Second Renewal Term**) by notice in writing to Council prior to the expiry of the First Renewal Term.

#### 3.3.3 ***Council to assess request***

On receipt of a request under clauses 3.3.1 or 3.3.2 (as the case may be) the Council and the Society will meet to discuss the request and it will be considered by Council having regard to the performance of the terms of this deed.

#### 3.3.4 ***No obligation to extend***

The Society acknowledges that the Council is under no obligation to extend this deed and, to the extent Council agrees to do so, any extension may include additional terms reasonably required by Council consistent with Agreed Objectives.

#### 3.3.5 ***Continued arrangements***

If the Society has not requested an extension of this deed under this clause 3 prior to the end of either the Initial Term or the First Renewed Term (if exercised) then, unless otherwise agreed, this deed will continue to operate on a yearly basis which may be ended by either party serving notice on the other on or before 31 January in any year.



## 4. GENERAL ACKNOWLEDGEMENTS

### 4.1 Fulfil objectives

Council and the Society acknowledge and agree that both parties intend to follow the processes, protocols, procedures and practices outlined in this deed (or such further agreements made by the parties from time to time) and use their reasonable endeavours to seek to fulfil the Agreed Objectives.

### 4.2 Inconsistency

If there is any inconsistency between the objectives from the Original Deed set out in clause 2.1 and the further objectives under this deed referenced in clause 2.2, to the extent of that inconsistency the further objectives in clause 2.2 prevail.

## 5. LONG-TERM TRANSPORT SOLUTION

5.1 The parties will use their reasonable endeavours to achieve their shared long-term objective of reducing parking from the Park Lands and will jointly consult and involve the State Government, adjoining councils and other stakeholders as and when required to facilitate that outcome.

5.2 The parties acknowledge that the Society has a long-term goal of 90% of patrons travelling to the Royal Adelaide Show by public transport and in working toward this outcome has:

- 5.2.1 assisted and supported the State Government during the construction and activation of the permanent Adelaide Showground Railway Station;
- 5.2.2 acquired further land to enable the Society to increase parking capacity at the Showground;
- 5.2.3 activated strategically placed, dedicated taxi and rideshare ranks;
- 5.2.4 installed bicycle/scooter parking facilities at Northern and Southern entrances to the Showground;
- 5.2.5 supported the installation of a safe pedestrian/bicycle crossing to the Showground from the Park Lands;
- 5.2.6 worked collaboratively with the Department for Infrastructure and Transport (DIT) to balance the cost of additional public transport services operated during the Show;
- 5.2.7 actively promoted the use of public transport to the Show via website, media and social media in the lead up to and during the event;
- 5.2.8 worked with DIT and CoA to provide a convenient, lower-cost alternative to Park Lands parking on weekends of Show; and
- 5.2.9 embarked on a master planning exercise that specifically considers event car parking requirements and the Society's long-term ambition to



have 90% of patrons travelling to and from the Show by sustainable means.

- 5.3 Without limiting clause 5.1, the Society agrees to prepare a master plan that specifically considers event car parking requirements and aims to enable the Society to achieve its long-term ambition to have 90% of patrons travelling to and from the Show by sustainable means.

## **6. PARKING ARRANGEMENTS**

### **6.1 Acknowledgements**

The parties acknowledge and agree that:

- 6.1.1 Council (and the Adelaide Park Lands Authority) has a general policy position to work towards reducing parking on the Park Lands in order to best manage and conserve the Park Lands including reducing available areas of Park Lands to accommodate repurposing of areas for other uses; and
- 6.1.2 given the considerable social and cultural importance of the Royal Adelaide Show it is considered reasonable to provide assurance to the Society and the public with respect to the continued availability of the Park Lands for parking, while taking appropriate steps to protect the amenity of the Park Lands.

### **6.2 Parking areas**

- 6.2.1 Those areas of the Park Lands shaded in green on the plan attached as Annexure A will be made available for parking for a maximum of 2,270 vehicles, subject to clause 6.2.2.2, as required from time to time for the Royal Adelaide Show, subject to ground conditions being considered suitable at the time.
- 6.2.2 Those areas of the Park Lands marked “Area B” and “Area D” on the plan attached as Annexure A contain remnant native vegetation and as such will only be made available for parking for the Royal Adelaide Show:
- 6.2.2.1 if ground conditions on the sporting fields (part of the areas described in clause 6.2.1 above) are unsuitable for parking and only until such surfaces are improved; or
- 6.2.2.2 on up to three occasions during the Royal Adelaide Show as overflow areas on high attendance days;
- and Council will install signage as required to educate the public as to why parking will generally not be permitted on certain areas of the Park Lands.
- 6.2.3 There will be no carparking allowed on those areas shaded red on the plan attached as Annexure A (described as Biodiversity Areas).
- 6.2.4 Suitability of ground conditions will be determined by Council (acting reasonably) having regard to weather, works and other relevant factors



in consultation with the Society prior to and during the Royal Adelaide Show.

- 6.2.5 It is acknowledged that certain areas of the Park Lands may in future and from time to time be redeveloped or otherwise subject to works such that they will, either temporarily or permanently, be unsuitable for parking. To the extent reasonably practicable, Council will provide twenty four (24) months' notice of any redevelopment or works that will result in areas of the Park Lands being unsuitable for parking (and in which case Council will not be required to make provision for alternate car parking spaces). If Council is unable to provide at least twenty four (24) months' notice then Council will use reasonable endeavours to make provision of the same number of parking spaces upon proximate areas of the Park Lands (subject to ground conditions being considered suitable at the time) until twenty four months have passed since the provision of the notice referred to in this clause 6.2.5.

### 6.3 **Responsibility for management of parking**

- 6.3.1 Council will continue to manage parking operations on the Park Lands.
- 6.3.2 Council will undertake an annual review of its traffic management plan for Royal Adelaide Show parking, in consultation with the Society, SAPOL and the City of Unley.
- 6.3.3 Where Council considers it reasonable and practicable, Council undertakes to continue provide a limited amount of discounted parking in its city parking stations adjacent to bus and tram stops during the Royal Adelaide Show to discourage parking on the Park Lands and encourage alternate parking and transport options.

### 6.4 **Fees**

The fees to be charged by Council for parking on the Park Lands will be set by Council in consultation with the Society during the Term and reflect the convenience of parking in the Park Lands.

### 6.5 **First right of refusal to manage "on site" Showground parking**

If during the Term the Society proposes to enter into a contract or other arrangement for the management of off-street parking within the Adelaide Showground during the period of the Royal Adelaide Show:

- 6.5.1 the Society must serve on Council written notice of the Society's intention enter into a contract or other arrangement for the management of off-street parking for the period of the Royal Adelaide Show (**Notice**) and the terms upon which the Society is prepared to enter into such contract or other arrangement (**Contract**);
- 6.5.2 Council may accept the offer within thirty (30) days after service of the Notice and Contract on Council by delivering to the Society the Contract executed by Council;
- 6.5.3 upon acceptance of the offer, the parties are bound by the Contract;

- 6.5.4 within seven days after receipt of the Contract, the Society must execute the Contract and deliver a copy to Council;
- 6.5.5 if Council does not accept the offer, the Society may enter into a contract with a third party within three months of the Notice at a price and on terms that are not less favourable to the Society;
- 6.5.6 the term of any Notice given under this clause shall be kept strictly confidential between the parties to this deed.

## 6.6 Displacement of existing Park Lands lease and licence holders

- 6.6.1 The Society acknowledges and agrees any lease and licence holders (whether existing or future) with rights over areas of the Park Lands will have their use and activities restricted as a result of the arrangements contemplated by this deed.
- 6.6.2 Without limiting any other term of the deed, the Society and Council will work together (both parties acting reasonably and practically) to minimise the impact on those lease and licence holders.
- 6.6.3 The Society further acknowledges that Council supports the allocation of a reasonable and appropriate portion of revenue obtained from Royal Adelaide Show parking to assist with improvements to the sports ovals, specifically:
  - 6.6.3.1 a contribution towards the annual maintenance of the playing surface to improve the capability of the surface to sustain vehicular traffic; and
  - 6.6.3.2 ongoing restoration following parking; and

Council intends to continue to advise the holders of leases and licences that parking during the Royal Adelaide Show will attract a fee for those parties.

## 7. COMMUNICATION AND CONSULTATION

While the parties acknowledge the responsibility each party has to their own constituencies, they further agree to a process of communiqués and community consultation and to refrain from any deliberate and adverse public comments regarding the other parties to this deed (in the context of the subject matter of this deed) should disagreements arise in the pursuit of the objectives set out in this deed.

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- 10.1.4 If the parties are unable to resolve the dispute within 10 Business Days, they must promptly refer the dispute to their respective Chief Executive Officers.
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- 10.2.1.1 a mediator agreed by the parties; or
- 10.2.1.2 if the parties are unable to agree a mediator within five Business Days, a mediator nominated by the President of the Law Society or the President's nominee.



- 10.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.
- 10.2.3 Any information or documents disclosed by a party under this clause:
- 10.2.3.1 must be kept confidential; and
- 10.2.3.2 may not be used except to attempt to resolve the dispute.
- 10.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

### 10.3 **Arbitration**

- 10.3.1 If the dispute is not resolved within 10 Business Days of appointment of the mediator, a party may refer the dispute to:
- 10.3.1.1 an arbitrator agreed by the parties; or
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Address: 25 Pirie Street, Adelaide SA 5000
- 11.3 A notice to the Society must be addressed to:
- Position: Chief Executive Officer  
Address: PO Box 108, Goodwood SA 5034



11.4 A notice may be signed by a party's authorised legal or other representative.

11.5 A notice sent by mail, email or delivered by hand is effective upon receipt.

## **12. GENERAL**

### **12.1 Relationship between the parties**

12.1.1 The relationship between the parties is limited to the purposes of this deed and is not to be construed as a partnership, joint venture, principal and agent, trust, fiduciary or any other special relationship.

12.1.2 No party is obliged to incur any further obligation unless it expressly agrees to do so in writing.

12.1.3 The parties will not assume or create, or attempt to assume or create, directly or indirectly, any obligation on behalf of, or in the name of, the other party.

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A party must not assign any of its rights under this deed without the prior written consent of the other party.

### **12.3 Amendment**

This deed can only be amended, modified, varied, released or discharged by written agreement of the parties and will form an annexure to this deed.

### **12.4 Severability**

If any provision in this deed is voidable or unenforceable, that provision will be severed and the rest of this deed will remain in full force and effect.

### **12.5 No waiver**

12.5.1 No right under this deed will be deemed to be waived except by notice in writing signed by the party giving the waiver.

12.5.2 A waiver by a party under clause 12.5.1 will not prejudice that party's rights in respect of any subsequent breach of this deed by the other party.

12.5.3 Subject to clause 12.5.1, any failure by a party to enforce any clause of this deed, or any forbearance, delay or indulgence granted by the party to the other party, will not be construed as a waiver of the first mentioned party's rights under this deed.

### **12.6 Governing law**

The laws of South Australia apply to this deed and the parties submit to the non-exclusive jurisdiction of the courts of South Australia.

## 12.7 Announcements

No party may make any press or other release or announcement relating to the commercial terms of this deed without the written approval of the other parties as to form, content and manner of the announcement or release.

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This deed constitutes the entire, final and concluded agreement between the parties in relation to the subject matter contained herein. It supersedes any previous arrangements, correspondence, tenders, representations, proposals, understandings and communications whether oral or in writing.

## 12.9 Costs

Each party will bear its own costs of and incidental to the preparation, negotiation, execution and stamping of this deed.

## Executed as a deed

### COUNCIL

**Signed for The Corporation of The City of Adelaide** by its authorised delegate in the presence of:

.....  
Signature of witness

.....  
Signature of authorised delegate

.....  
Name of witness (print)

.....  
Name of authorised delegate (print)

.....  
Position of authorised delegate

### SOCIETY

**Signed for the Royal Agricultural & Horticultural Society of South Australia Incorporated** by its authorised delegate in the presence of:

.....  
Signature of Witness

.....  
Signature of authorised delegate

.....  
Name of Witness (print)

.....  
Name of authorised delegate (print)

.....  
Position of authorised delegate

## Annexure A Plan



Tuesday, 3 June 2025

City Planning,  
Development and Business  
Affairs Committee

**Program Contact:**

Anthony Spartalis, Chief  
Operating Officer

**Approving Officer:**

Michael Sedgman, Chief  
Executive Officer

Public

## EXECUTIVE SUMMARY

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

It is the recommendation of the Chief Executive Officer that the public be excluded from this City Planning, Development and Business Affairs Committee meeting for the consideration of information and matters contained in the Agenda.

For the following Workshop seeking consideration in confidence

**10.1** 20<sup>th</sup> Century Local Heritage Listing Code Amendment [section 90(3) (m) of the Act]

For the following Chief Executive Officer's Report seeking consideration in confidence

**11.1** Leasing Matter [section 90(3) (b) & (d) of the Act]

The Order to Exclude for Items 10.1 and 11.1

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

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## ORDER TO EXCLUDE FOR ITEM 10.1

THAT THE CITY PLANNING, DEVELOPMENT AND BUSINESS AFFAIRS COMMITTEE:

1. Having taken into account the relevant consideration contained in section 90(3) (m) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the City Planning, Development and Business Affairs Committee dated 3 June 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 10.1 [20<sup>th</sup> Century Local Heritage Listing Code Amendment] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item is confidential as the material presented contains information regarding potential new Local Heritage Places to be included in a future draft Code Amendment that is not appropriate to be made public prior to the commencement of public engagement, due to the identification of individual properties in the draft Code Amendment.

The disclosure of information in this report could reasonably breach confidentiality of information prior to public engagement of the draft Code Amendment

#### Public Interest

The Committee is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information will release the draft Code Amendment prior to Council endorsement of the policy approach and public engagement plan.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the City Planning, Development and Business Affairs Committee dated 3 June 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 10.1 [20<sup>th</sup> Century Local Heritage Listing Code Amendment] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (m) of the Act.

## ORDER TO EXCLUDE FOR ITEM 11.1

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

1. Having taken into account the relevant consideration contained in section 90(3) (b) & (d) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the City Planning, Development and Business Affairs Committee dated 3 June 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 11.1 [Leasing Matter] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

#### Grounds and Basis

This Item contains certain confidential information (not being a trade secret) the disclosure of which could reasonably be expected to confer a commercial advantage on a person which whom the council is conducting business, prejudice the commercial position of the council and prejudice the commercial position of the person who supplied the information and confer a commercial advantage to a third party.

The disclosure of information in this report could reasonably prejudice the commercial position of the council and the person forming part of this strategic property matter with respect to future commercial dealings given that the report contains legal matters, financial information and 'commercial in confidence' material.

#### Public Interest

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information in the report, including certain commercial in confidence, financial information and legal matters, may prejudice future commercial dealings with respect to its strategic land holding. On this basis, the disclosure of financial and commercial in confidence information may severely prejudice the Council's ability to influence the proposal for the benefit of the Council and the community in this matter.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the City Planning, Development and Business Affairs Committee dated 3 June 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 11.1 [Leasing Matter] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (b) & (d) of the Act.

## DISCUSSION

1. Section 90(1) of the *Local Government Act 1999 (SA)* (the Act) directs that a meeting of Council must be conducted in a place open to the public.
2. Section 90(2) of the Act, states that a Council may order that the public be excluded from attendance at a meeting if Council considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.
3. Section 90(3) of the Act prescribes the information and matters that a Council may order that the public be excluded from.
4. Section 90(4) of the Act, advises that in considering whether an order should be made to exclude the public under section 90(2) of the Act, it is irrelevant that discussion of a matter in public may -
  - (a) *cause embarrassment to the council or council committee concerned, or to members or employees of the council; or*
  - (b) *cause a loss of confidence in the council or council committee; or*
  - (c) *involve discussion of a matter that is controversial within the council area; or*
  - (d) *make the council susceptible to adverse criticism.*
5. Section 90(7) of the Act requires that an order to exclude the public:
  - 5.1 Identify the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
  - 5.2 Identify the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
  - 5.3 In addition identify for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.
6. Section 83(5) of the Act has been utilised to identify in the Agenda and on the Report for the meeting, that the following report is submitted seeking consideration in confidence.
  - 6.1 Information contained in Item 10.1 – 20<sup>th</sup> Century Local Heritage Listing Code Amendment
    - 6.1.1 Is not subject to an existing Confidentiality Order.
    - 6.1.2 The grounds utilised to request consideration in confidence is section 90(3) (m) of the Act
      - (m) information relating to a proposal to prepare or amend a designated instrument under Part 5 Division 2 of the *Planning, Development and Infrastructure Act 2016 (SA)* before the draft instrument or amendment is released for public consultation under that Act.
  - 6.2 Information contained in Item 11.1 – Leasing Matter
    - 6.2.1 Is not subject to an existing Confidentiality Order.
    - 6.2.2 The grounds utilised to request consideration in confidence is section 90(3) (b) & (d) of the Act
      - (b) information the disclosure of which –
        - (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or prejudice the commercial position of the council; and
        - (ii) would, on balance, be contrary to the public interest.
      - (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which –
        - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
        - (ii) would, on balance, be contrary to the public interest.

## ATTACHMENTS

Nil

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- END OF REPORT -

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