



CITY COMMUNITY SERVICES AND CULTURE COMMITTEE

Agenda and Reports

for the meeting on

Tuesday, 1 July 2025

at 5.30 pm

in the Colonel Light Room, Adelaide Town Hall

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Our Adelaide.
Bold.
Aspirational.
Innovative.

CITY COMMUNITY SERVICES AND CULTURE COMMITTEE
Meeting Agenda, Tuesday, 1 July 2025, at 5.30 pm

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

Councillor Snape (Chair)

Councillor Giles (Deputy Chair)

Deputy Lord Mayor, Councillor Martin and Councillors Abrahamzadeh, Couros, Davis and Dr Siebentritt

Agenda

Item		Pages
1.	Acknowledgement of Country At the opening of the City Community Services and Culture Committee meeting, the Chair will state: ‘Council acknowledges that we are meeting on traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today. And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’	
2.	Apologies and Leave of Absence Nil	
3.	Confirmation of Minutes - 3/6/2025 That the Minutes of the meeting of the City Community Services and Culture Committee held on 3 June 2025, be taken as read and be confirmed as an accurate record of proceedings. View public 3 June 2025 Minutes.	
4.	Declaration of Conflict of Interest	
5.	Deputations	
6.	Workshops	
	6.1 External Presentation - 2025 bp Adelaide Grand Final	3 - 16
7.	Reports for Recommendation to Council	
	7.1 2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation	17 - 24
	7.2 Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings and Community Building Design	25 - 132
8.	Reports for Noting Nil	
9.	Closure	

2025 bp Adelaide Grand Final

Strategic Alignment - Our Community

Public

Tuesday, 1 July 2025

**City Community Services and
Culture Committee**

Presenter:

Jennifer Kalionis, Associate
Director City Culture

PURPOSE OF EXTERNAL PRESENTATION

The purpose of this presentation is for the South Australian Motor Sport Board to provide information relating to the proposed declarations on the 2025 bp Adelaide Grand Final.

KEY QUESTIONS

1. Do Council Members have any questions for the South Australian Motor Sport Board relating to the proposed declarations for the 2025 bp Adelaide Grand Final?

- END OF REPORT -



CONSULTATION PROCESS

CCSC COMMITTEE - 1 JULY 2025

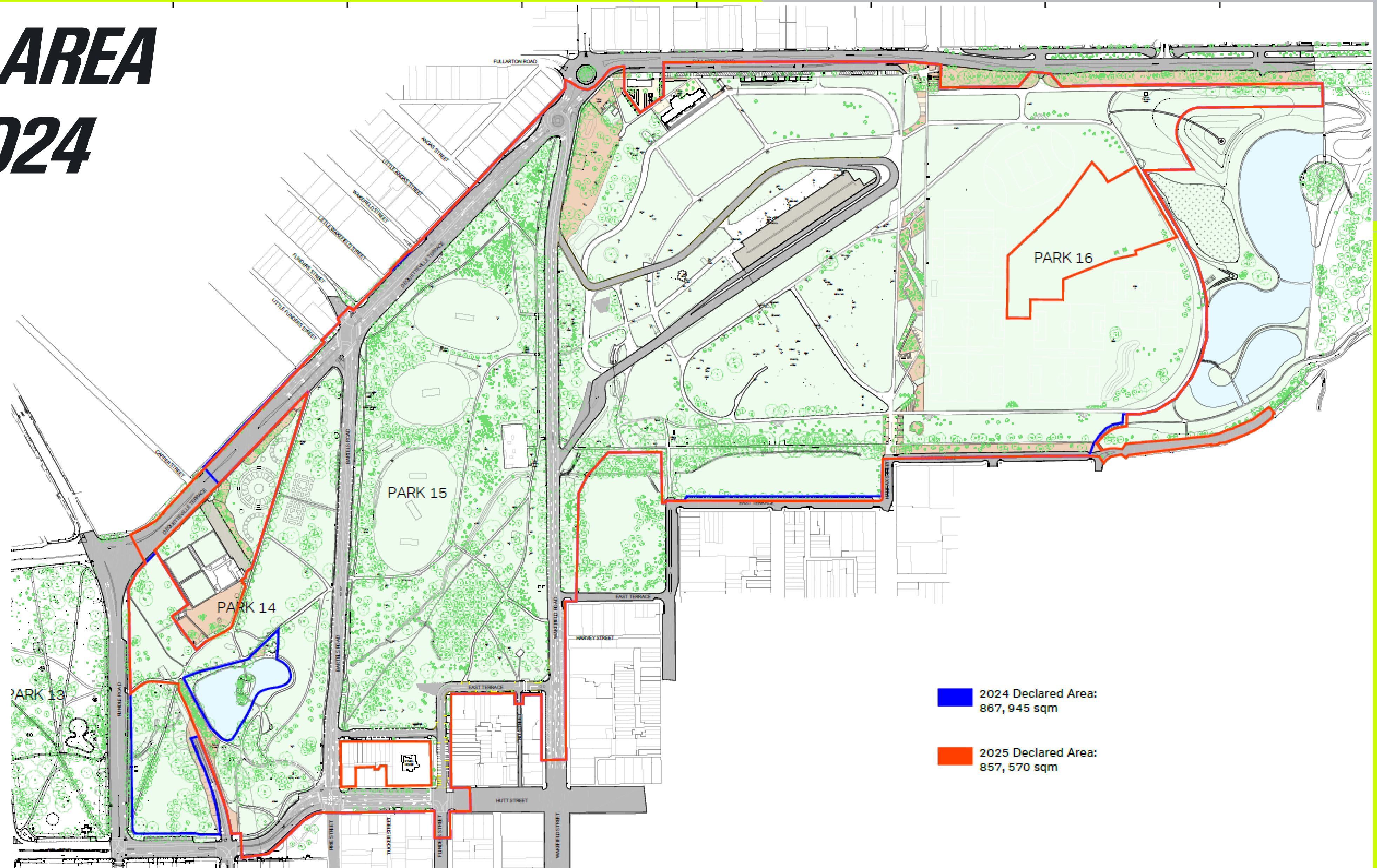
- 1. Declared Area**
- 2. Key Dates**
- 3. Road Closures & Opening**
- 4. Staged Work Exclusion Zones – Build & Dismantle**
- 5. Proposed Works**

The Declared Area has been developed to facilitate the delivery of Adelaide Grand Final objectives, while limiting disruption where possible.

NB* Change from original drawing provided is the addition of Beaumont Road

DECLARED AREA

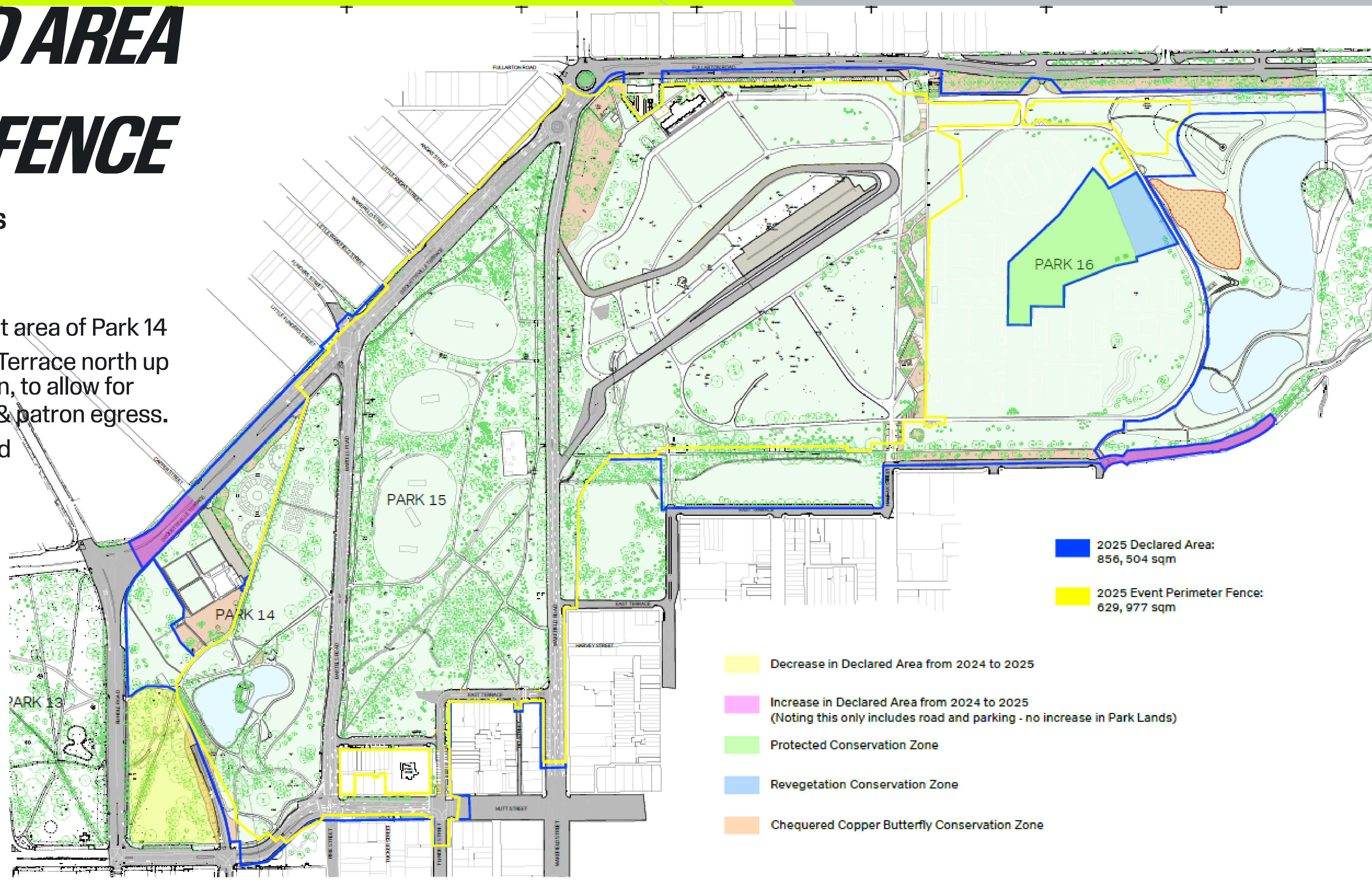
2025 vs 2024



DECLARED AREA vs EVENT FENCE

Declared Area Changes 2025 v 2024

- Reduction in the north-west area of Park 14
- Extension of Dequetteville Terrace north up to Bartels Road intersection, to allow for improved gate operations & patron egress.
- Inclusion of Beaumont Road



KEY DATES

3 Sept 2025

Commencement
of Prescribed
Works Period

21 Nov 2025

All Precinct
Closure

26-30 Nov
2025

Event Declared
Period

4 Dec 2025

All Precinct
Roads Open

8 Feb 2026

End of Prescribed
Works Period

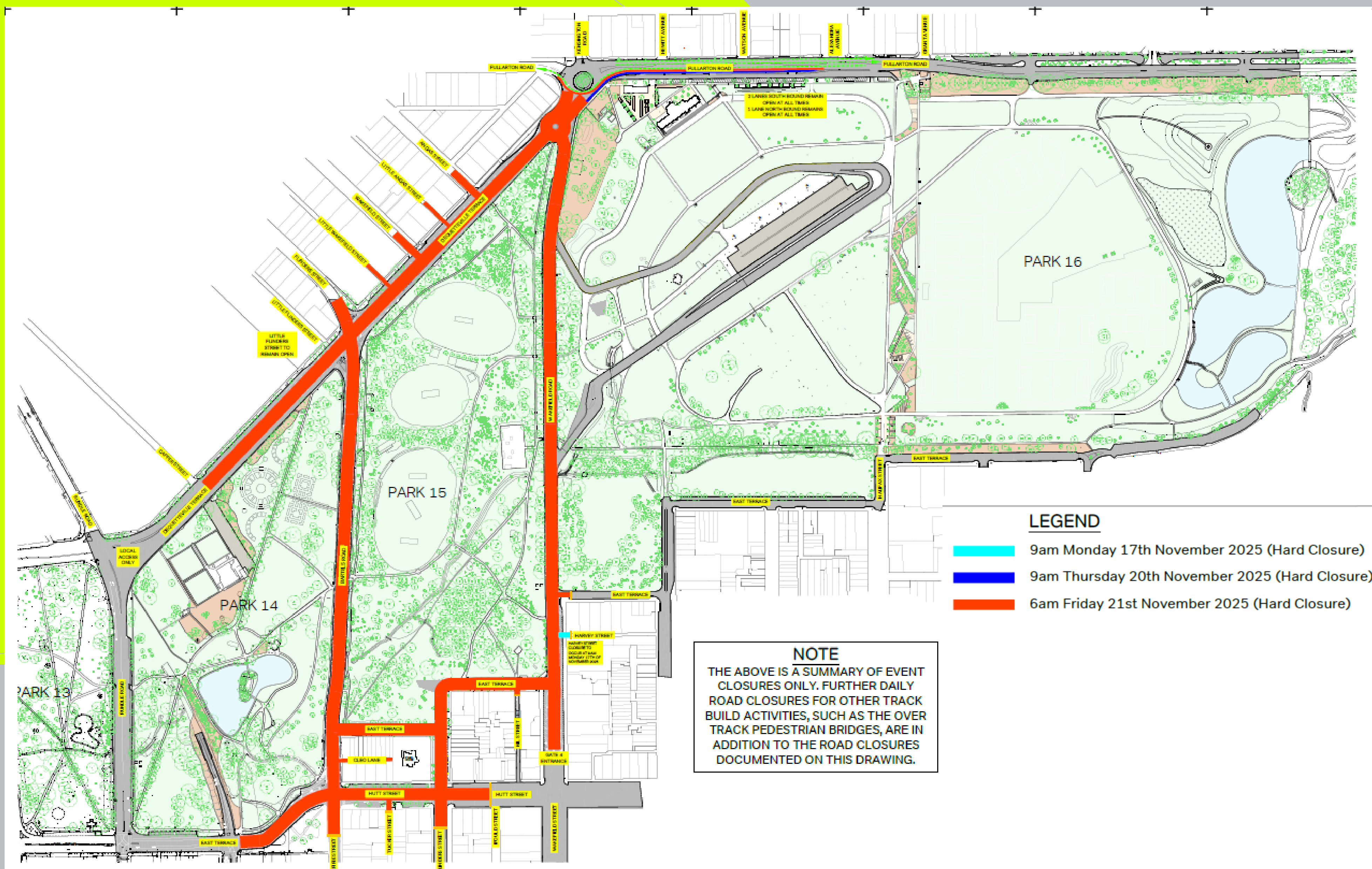
Gradual Openings

2 Dec – Bartels & Hutt

2 Dec – Dequetteville

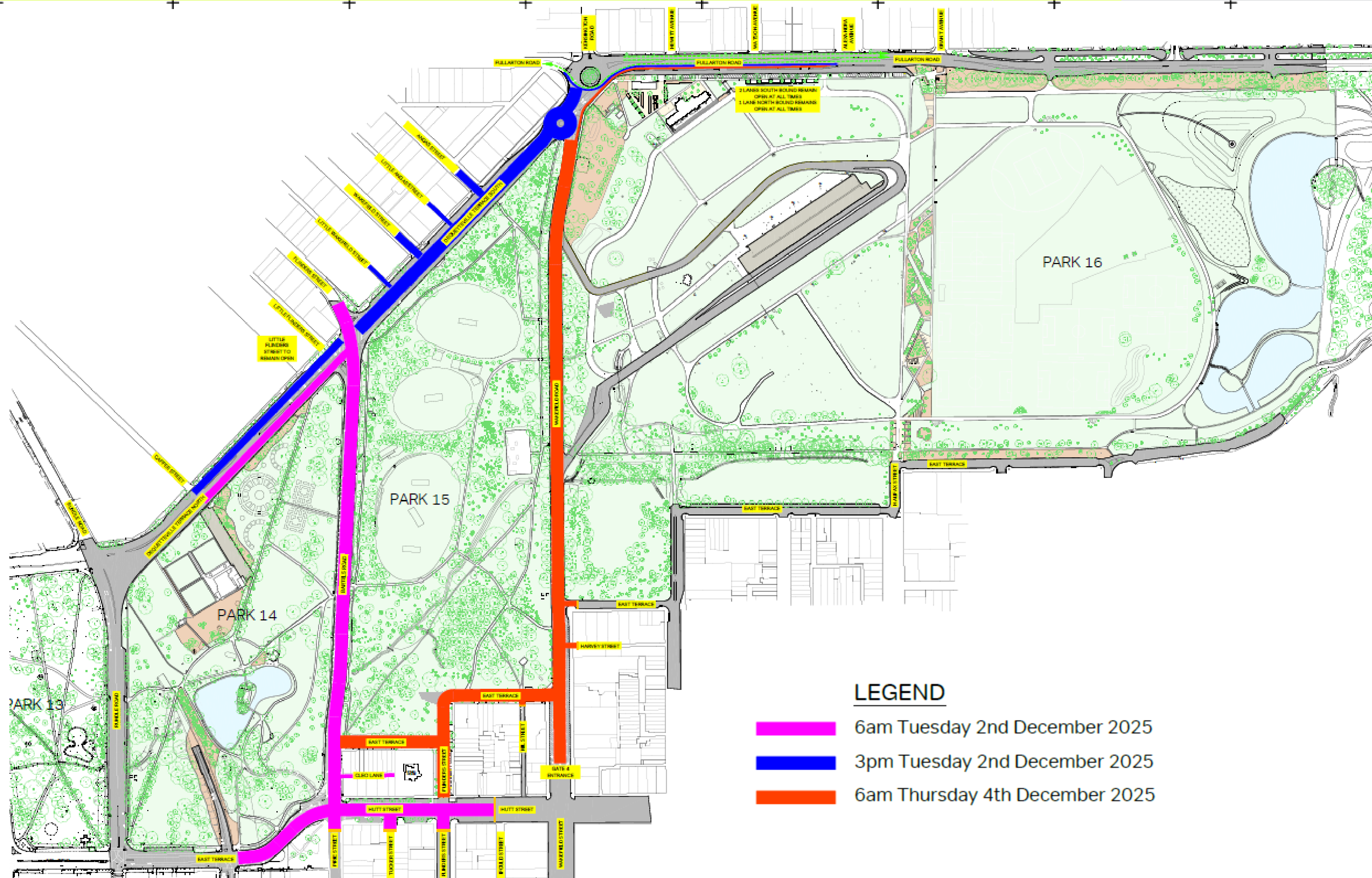
4 Dec - Wakefield

2025 KEY MILESTONES		FROM	TO	DURATION	2024
PRESCRIBED WORKS PERIOD		3 September 2025	8 February 2025	159	161
ROAD OCCUPATION	Hutt St, Bartels Rd & Dequetteville Tce (North Bartels)	6.00am 21 November 2025	6.00am 2 December 2025	11	11
	Dequettiville Tce (South Bartels)	6.00am 21 November 2025	3.00pm 2 December 2025	11	11
	Wakefield Rd & East Tce	6.00am 21 November 2025	6.00am 4 December 2025	13	13
E/W FOOTPATHS	Central North E/W	29 September 2025	4 January 2026	As required	As required
	Central South E/W	3 November 2025	15 December 2025	As required	As required

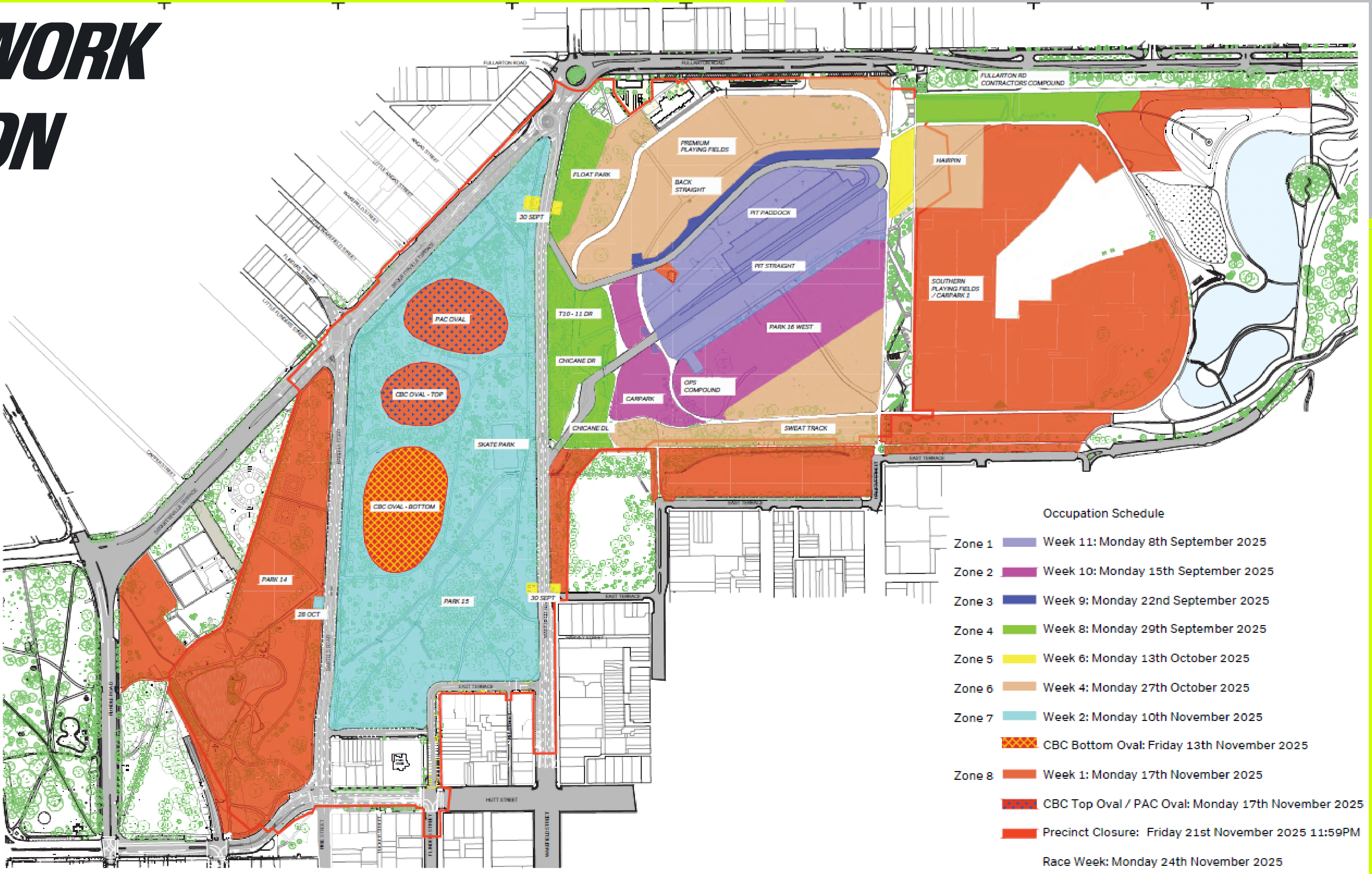


ROAD CLOSURES

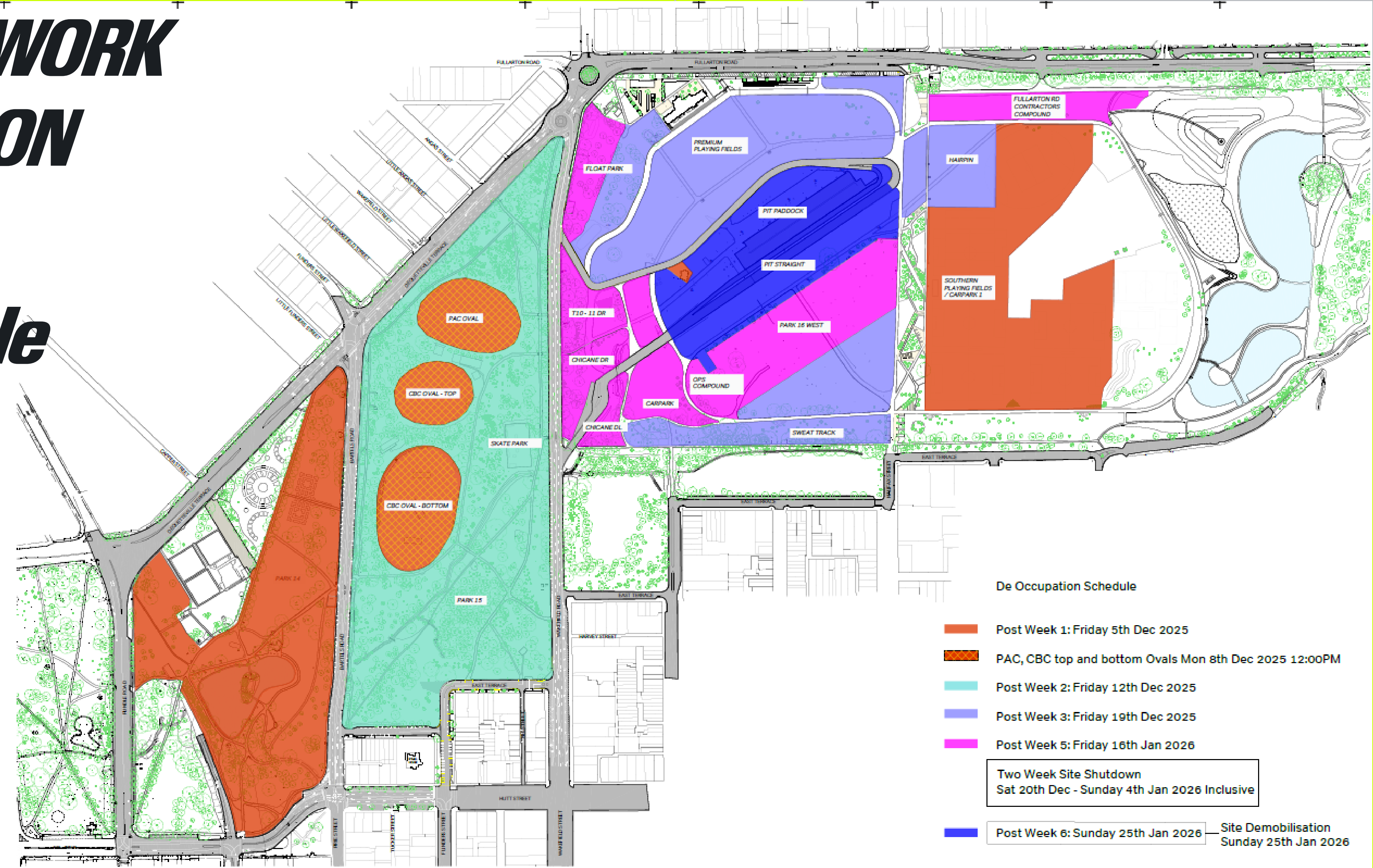
ROAD OPENINGS



STAGED WORK
EXCLUSION
ZONES
Build



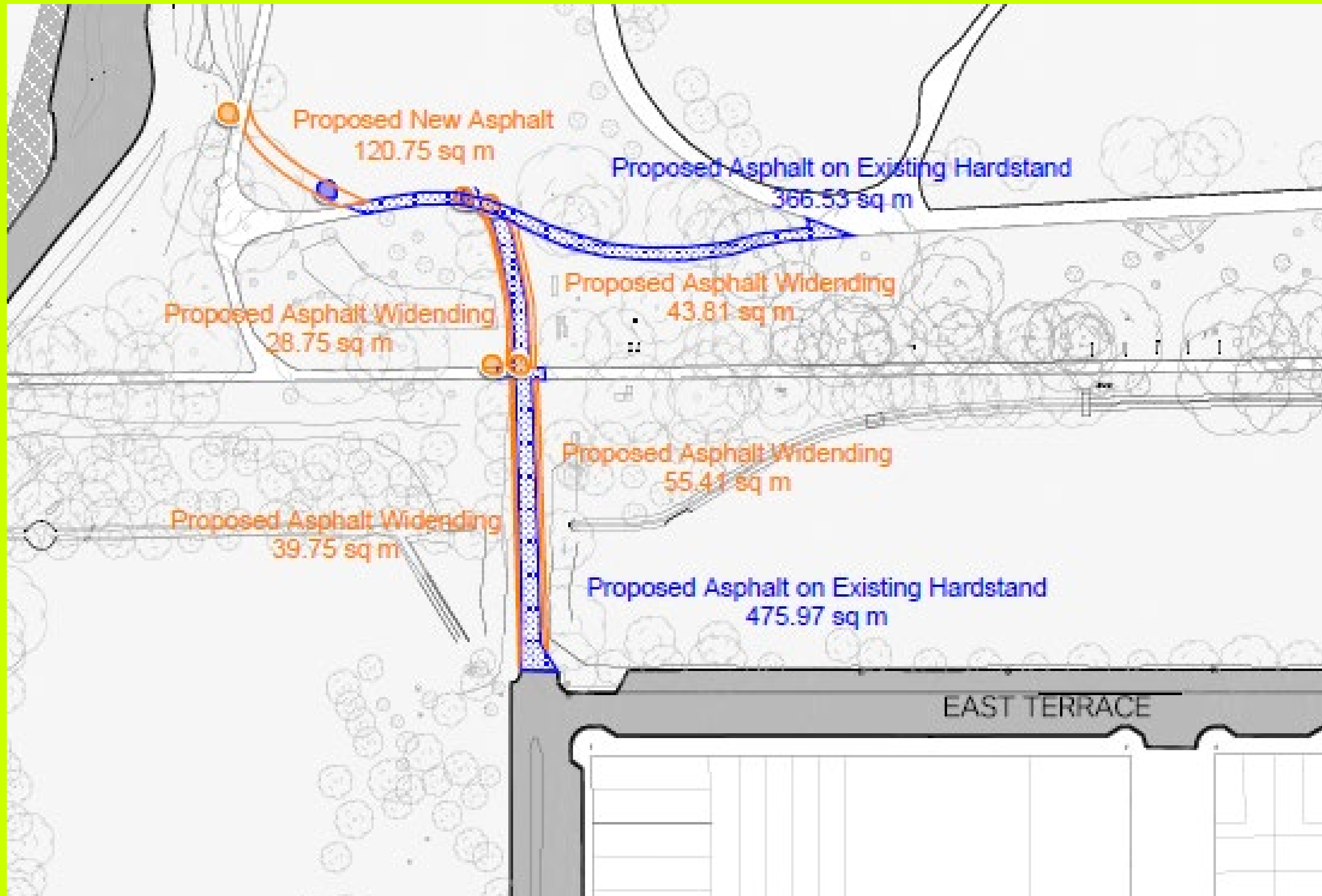
***STAGED WORK
EXCLUSION
ZONES
Dismantle***



De Occupation Schedule

- Post Week 1: Friday 5th Dec 2025
- PAC, CBC top and bottom Ovals Mon 8th Dec 2025 12:00PM
- Post Week 2: Friday 12th Dec 2025
- Post Week 3: Friday 19th Dec 2025
- Post Week 5: Friday 16th Jan 2026
- Two Week Site Shutdown
Sat 20th Dec - Sunday 4th Jan 2026 Inclusive
- Post Week 6: Sunday 25th Jan 2026
- Site Demobilisation
Sunday 25th Jan 2026

PROPOSED WORKS



GATE 2

Proposed enhancements to key vehicular & pedestrian pathways along high traffic areas within vicinity of Gate 2, in order to meet the requirements for SA Ambulance entry and exit of the venue.



2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation

Strategic Alignment - Our Community

Public

Tuesday, 1 July 2025

City Community Services and Culture Committee

Program Contact:

Jennifer Kalionis - Associate Director City Culture

Approving Officer:

Jo Podoliak, Director City Community

EXECUTIVE SUMMARY

This report seeks Council's advice on the proposed declarations for the 2025 bp Adelaide Grand Final (formerly VAILO Adelaide 500) and any feedback relating to:

- The Declared Area, being the Park Lands and road areas proposed to be used as part of the event.
- The Prescribed Works Period, being the period of event setup and removal.
- The Declared Period, being the proposed period of event operation.

The event dates for 2025 are from 27 to 30 November 2025. This is two weeks later than the 2024 event and coincides with Black Friday trading in the City.

The 2025 bp Adelaide Grand Final is a premier event in the Supercars Championship. The race attracts fans and drivers from around the country and continues Victoria Park / Pakapakanthi (Park 16)'s dual legacy of public park and Australian motorsport hub. The event is managed by the South Australian Motor Sport Board (SAMSB).

Under the *South Australian Motor Sport Act 1984* section 20(1), the Premier of South Australia (Premier) may declare a specified Declared Area and Declared Period for the purposes of carrying out motor sport events. They may also specify a Prescribed Works Period, during which the SAMSB may have access to the land within the Declared Area for the purpose of carrying out works for the event.

The proposed Declared Area for the 2025 event has decreased by approximately 10,375m² compared to the area declared for the 2024 event. These changes are detailed in paragraph 12 of this report.

The total occupation period of the Park Lands has decreased by two days compared to 2024.

The consultation period concludes on 11 July 2025. SAMSB consulted with Kadaltilla on 26 June 2025 and a verbal update on their advice will be provided.

Feedback is being sought on the Declared Area, Declared Period and Prescribed Works Period and in the context of the impact on the Park Lands, City residents, visitors, and the economy.

RECOMMENDATION

The following recommendation will be presented to Council on 8 July 2024 for consideration

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

1. Notes the Declaration of the proposed Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the 2025 bp Adelaide Grand Final event, as contained in this report.
2. Authorises the Lord Mayor to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Council with its feedback to the consultation and provide the following feedback and advice:

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

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment- Our Economy Adelaide's unique experience and opportunities attract visitors to our City
Policy	The Community Land Management Plan (CLMP) for Victoria Park / Pakapakanthi (Park 16) recognises the bp Adelaide Grand Final event and the powers provided to SAMSB under the <i>South Australian Motor Sports Act 1984</i> (the Act). It also recognises the restrictions on public use and movement imposed by this Act and the associated event.
Consultation	The Premier, through the SAMSB, has a legislative obligation to consult with Kadaltilla and Council regarding the Declared Area, Declared Period, and Prescribed Works Period for the Adelaide Grand Final event. SAMSB consulted with Kadaltilla on 26 June 2025 and advice is provided in paragraph 29 of this report. The SAMSB consultation period concludes 11 July 2025.
Resource	This activity will be facilitated within existing resources.
Risk / Legal / Legislative	Pursuant to powers provided under Section 20 (1) of the Act, the Premier may declare a Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the bp Adelaide Grand Final event each year.
Opportunities	The event attracts many visitors to the City, in alignment with CoA Economic Development Strategy 2024- 2028. Administration will work with the SAMSB to identify opportunities including greening (short term and long term) within the Declared Area for the benefit of the event, spectators and general park visitors.
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The Declarations referred to in this report are in reference to the bp Adelaide Grand Final 2025 event only, with the end of the Prescribed Works Period proposed to be 8 February 2026.
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. The 2025 bp Adelaide Grand Final (formally Vailo Adelaide 500) event is staged by the South Australian Motor Sport Board (SAMSAB) each year pursuant to powers provided under the *South Australian Motor Sport Act 1984* (the Act). Under Section 20 (1) of the Act, the Premier of South Australia may declare:
 - 1.1. A specified area (consisting of public road or Park Land or both) in Adelaide, to be a Declared Area under the Act for the purposes of running the event; and
 - 1.2. A specified period (not exceeding five days) to be a Declared Period under this Act for the purposes of the event; and
 - 1.3. A specified period or periods (Prescribed Works Period) under the Act during which the SAMSAB may have access to land within a Declared Area for the purposes of carrying out works in the manner contemplated by Section 22 (1a) (and different periods may be specified in respect of different categories of work).
2. On behalf of the Minister responsible for the *South Australian Motor Sport Act 1984*, the Chief Executive, the SAMSAB wrote to the Lord Mayor on 15 May 2025. The letter [\[Link 1\]](#) outlines the Declarations of the bp Adelaide Grand Final 2025 (the event) and was addressed to the Lord Mayor in their capacity as Lord Mayor of the City of Adelaide and as the Presiding Member for Kadaltilla.
3. On Monday 23 June 2025, the SAMSAB wrote to the Lord Mayor with an update to the proposed declarations ([Link 4](#)). The only change when compared to the original Declared Area is the inclusion of Park 16 section of Beaumont Road. This is to allow for increased event logistical requirements in relation to truck park up post event build. Whilst included in the Declared Area, the area in question will only be occupied for the 4 days of the event (Thursday 27 November to Sunday 30 November 2025)
4. The event dates for 2025 are Thursday 27 November to Sunday 30 November. In accordance with previous practice and pursuant to Section 20 (1) of the Act, the Declared Period will cover the event days as well as the day immediately before, Wednesday 26 November 2025.
5. Mr Mark Warren, Chief Executive Officer of the South Australian Motorsport Board, will be presenting to the City Community Services and Culture Committee as part of the event consultation on 1 July 2025.

Declared Area

6. The proposed Declared Area includes Victoria Park / Pakapakanthi (Park 16), King Rodney Park / Ityamaitipina (Park 15), Rymill Park / Murlawirrapurka (Park 14) and public roads including Wakefield Road, East Terrace, Bartels Road, Hutt Street, Nil Street, Flinders Street, Dequetteville Terrace and Fullarton Road.
7. The 2025 Declared Area is shown in [Link 2](#).
8. The Declared Area for the event in 2025 includes:
 - 8.1. Continued exclusion of the Quentin Kenihan Inclusive Playspace from the Declared Area, allowing it to remain open to the public.
 - 8.2. Continued exclusion of the Protected Conservation Zone and Butterfly Conservation Zone from the Declared Area.
 - 8.3. New removal of an area within the north-west section of Rymill Park / Murlawirrapurka (Park 14) between the O'Bahn tunnel and Rundle Road.
 - 8.4. New inclusion of car parks along East Terrace between the intersections at Angas and Halifax Streets, and the extension of Dequetteville Terrace north up to Bartels Road intersection, to allow for improved gate operations, including patron egress.
 - 8.5. New inclusion of Park 16 section of Beaumont Road. This is to allow for increased event logistical requirements in relation to truck park up post event build. Whilst included in the Declared Area, this area will only be occupied for the 4 days of the event (Thursday 27 November to Sunday 30 November 2025)
9. The SAMSAB advises that there are no plans for a recreational vehicle (RV) park as part of the 2025 event.

Prescribed Works Period

10. The Prescribed Works Period is proposed to commence on Wednesday 3 September 2025 and conclude on Sunday 8 February 2026. This is a decrease of two days compared to the 2024 event, to a total of 159 days.

11. The Prescribed Works Period takes a staged approach, commencing in a section of Victoria Park / Pakapakanthi (Park 16) and progressing through the build process. Many areas of the Park Lands within the Declared Area are left open and accessible for large periods of time during the Prescribed Works Period.

Noted Changes for 2025

12. The table below illustrates the changes to the size of the Declared Area and duration of the Prescribed Works Period.

Table 1 – Comparison Table

	2022	2023	2024	2025
Total size of the Declared Area (inc Park Lands and roads)	854,651m ²	811,317m ²	867,945m ²	857,570m ²
Size of the Declared Area (within the Park Lands not inc roads)	Approximately 705,000m ²	Approximately 703,000m ²	Approximately 766,000m ²	Approximately 741,000m ²
Size of the events fenced area	Not available	Not available	Not available	629,977m ²
Duration of the Prescribed Works Period	196 days (First year of the event's return. Additional time was required to complete capital works)	154 days (28 August 2023- 28 January 2024)	161 days (19 August 2024- 26 January 2025)	159 days (3 September 2025 to 8 February 2026)
Addition of Declared Areas (within the Park Lands)	First year of the event's return	Within Rymill Park/ Murlawirrapurka (Park 14)	Within Victoria Park/ Pakapakanthi (Park 16) Within Rymill Park/ Murlawirrapurka (Park 14)	Nil
Reduction of Declared Areas (within the Park Lands)	First year of the event's return	Within Victoria Park/ Pakapakanthi (Park 16), Southern end	Within Rymill Park/ Murlawirrapurka (Park 14) (the Quentin Kenihan Inclusive Play space)	Within the northwest area of Rymill Park/ Murlawirrapurka (Park 14)

13. [Link 3](#) shows the locations of the Park Lands areas that are proposed to change from 2024 to 2025 (noting this map doesn't include the most recent update to include the section of Beaumont Road).
14. The Declared Area does include the addition of car parks along East Terrace between the intersections at Angas and Halifax Streets, and the extension of Dequetteville Terrace north, up to Bartels Road intersection, to allow for improved gate operations, including patron egress.
15. The Declared Area includes the addition of a Park 16 section of Beaumont Road. This is reported to allow for increased event logistical requirements in relation to truck park up post event build. Whilst included in the Declared Area, this area will only be occupied for the 4 days of the event (Thursday 27 November to Sunday 30 November 2025).
16. The 2025 event will be held two weeks later than 2024, coinciding with Black Friday trading in the City. The timing of the event is based on the Supercars national calendar. The timing may impact access to the City throughout the Black Friday weekend.

17. In 2023 the event dates also coincided with Black Friday and at the time, it was reported that while visitation in Rundle Mall was down, city wide spending was up on previous years. Total city-wide spending increased again during Black Friday 2024.

Criterion Track and Cycling Events

18. The Criterion Track is a purpose built offroad cycling facility and the only one of its kind servicing metropolitan Adelaide. Criterion racing is traditionally held in the summer months, on weeknights, taking advantage of daylight savings.
19. This event will have an impact on the ability of cycling organisations to hold a full criterium season with the track not being available for over three weeks (including the 2025 bp Adelaide Grand Final event dates).
20. A meeting will be proposed to be held between AusCycling and the SAMSB (and/or its representatives) before the Prescribed Works Period commences, to set timeframes for use of the Criterion Track pre and post-event. Where possible the SAMSB will accommodate use of the Criterion Track for night racing up until it is determined by SAMSB that it is no longer safe to do so.

Other User Impacts:

21. Other facilities and areas impacted by the event include:
 - 21.1. Community use of the skate park and 3-on-3 basketball courts in Park 15.
 - 21.2. Community use of the Glover East Playground.
 - 21.3. Use of the three playing fields and cricket nets in Park 15 used for school and community sport, including post-event impacts due to playing surface remediation requirements.
 - 21.4. Community use of the disc golf facility in Park 15.
 - 21.5. Existing commercial lessees of the Victoria Park Grandstand, Victoria Park Social Club and Kiosk Lola, with trading encumbrances on the lessees, if they choose to be involved in the event.
 - 21.6. Seasonal hire users of the playing fields in Park 16.
 - 21.7. Parkrun, a free community running event held every Saturday morning in Park 16.
 - 21.8. Significant number of visitors and casual users who recreate in Park 16 every day.
22. Council and the SAMSB will write to all of these operators to ensure they are well informed of the planned impacts and respective dates, with details on who to contact with any questions.
23. Residents and businesses that are located within the Declared Area will be impacted by the changes to their surroundings, through changes to access, parking arrangements, rubbish collection or access to other Council services. The SAMSB works closely with the CoA to limit these impacts, such as providing alternate parking and rubbish collection arrangements, as well as employing someone in a Stakeholder Engagement role to work with these affected stakeholders in the lead-up to and during the event.

Road Closures

24. There are a number of road closures associated with the event and there will be impacts to road users who travel east-west through or into the City. Detours are put in place during this time and are monitored to ensure efficiency. Impacts to travel times will be expected during peak times as conditions change.
25. The duration and nature of the road closures remain consistent with the 2024 event.

Management Agreement Area, Native Grass Restoration Site and Butterfly Conservation Zone

26. These areas are shown in [Link 3](#) and all sit outside of the events Declared Area for 2025.

Path Access Restrictions

27. To maintain public access to the Park Lands for as long as possible, the event uses a staged build methodology, which leaves the erection of fencing and particularly the closing of sections, as late as possible.
28. The two east-west footpaths through Park 16 between Fullarton Road and Halifax Street will remain open for as long as possible during the Prescribed Works Period.
 - 28.1. To facilitate the safe and timely delivery of the event, there will be a requirement to periodically close one of these paths.
 - 28.2. The organisers note that planning is proceeding to allow the two east-west bike tracks to remain open for as long as possible. At least one track will be open at all times except for the seven days prior to

the Declared Period and seven days post the Declared Period. There will be additional short closures during high-risk construction works.

- 28.3. Upon re-opening the paths after seven days post-event, access for the travelling public will be available on the southern pathway.
29. The SAMSB will develop an event signage plan that informs users of the Park Lands of access changes, path closure times and dates as well as alternative access routes. This will be complemented by planned website notifications, advising the public what will be inaccessible and for what period.
30. The event undertakes mail out notifications to the local area include event timings, impacts and general information.

Kadaltilla / Park Lands Authority

31. Kadaltilla met on 26 June 2025 to consider the declarations as part of the consultation, and an update will be provided to the Committee by the Presiding Member.

Master Plan for Victoria Park / Pakapakanthi (Park 16)

32. A Master Plan for Victoria Park / Pakapakanthi (Park 16) has been developed, including Kadaltilla advice and community consultation.
33. A key consideration is exploring opportunities for short term and long-term greening in the northern section of the park, which falls within the Declared Area. This would help with addressing the lack of trees and shade in the park to provide a hospitable and attractively landscaped environment for a future, hotter climate.
34. There are opportunities for greening and shading which can assist in discussions with the SAMSB for the event, to provide a more attractive and cooler environment for the event, spectators and general park visitors. Tree plantings have occurred recently and will continue to be planned in consideration of the event.

Other Events

35. Major events currently proposed within the Prescribed Works Period and area include:
 - 35.1. Arts and Culture Music Festival in King Rodney Park / Ityamai-itpina (Park 15) & Rymill Park / Murlawirrapurka (Park 14) dates either 25 and 26 October 2025 or 1 and 2 November 2025.
 - 35.2. MRASA Toy Run in Victoria Park / Pakapakanthi (Park 16) on 14 December 2025.
 - 35.3. These events have been successfully accommodated and run in previous years.
36. There are also a number of small events, such as weddings, cycling and running events booked within this area during the Prescribed Works Period. A list of these events and their contacts will be supplied to the SAMSB for consideration.
37. The SAMSB continues to liaise with Council and other event and sporting group customers, to accommodate these events and activities where it is safe to do so without any disruption during the Prescribed Works Period.

Working Group

38. A working group between CoA and the SAMSB was established following a decision of Council in 2024. This group meets regularly through the year to address items relevant to the Park Lands and the events occupation, at a strategic and operational level.

Remediation

39. Assessment and remediation of the area impacted by the event occurs in a staged approach as infrastructure is removed. The SAMSB covers costs associated with remediation.

DATA AND SUPPORTING INFORMATION

Link 1 - [Letter #1 from Chief Executive, SA Motor Sport, Department of the Premier and Cabinet to the Lord Mayor](#)

Link 2 - [Map of the proposed 2025 Declared Area](#)

Link 3 - [Map of the 2025 changes to the Declared Area](#)

Link 4 - [Letter #2 from Chief Executive, SA Motor Sport, Department of the Premier and Cabinet to the Lord Mayor](#)

ATTACHMENTS

Nil

- END OF REPORT -

Golden Wattle Park / Mirnu Wirra (Park 21 West) – Lease Consultation Findings and Community Building Design

Strategic Alignment - Our Community

Public

Tuesday, 1 July 2025

City Community Services and Culture Committee

Program Contact:

Jennifer Kalionis, Associate Director City Culture

Approving Officer:

Jo Podoliak, Director City Community

EXECUTIVE SUMMARY

The purpose of this report is to seek Council's approval of the:

- 21-year Park Lands Community Lease Agreement for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West); and
- Detailed Design of the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West).

The Adelaide Community Sports and Recreation Association (ACSARA) has been operating in Park 21 West for over 35 years and currently holds a 12-month lease for the facilities, due to expire on 30 September 2025.

Maintaining ACSARA's tenure through a proposed 21-year lease will support the ongoing delivery of sport and recreational outcomes as envisaged by the Adelaide Park Lands Management Strategy and the Community Land Management Plan.

Public consultation on a draft 21-year Park Lands Community Lease Agreement occurred between 27 March and 17 April 2025. This report provides an overview of the outcomes from the public consultation and highlights the proposed updates to the lease based on feedback and Council Administration's review.

This report includes Administration's analysis of the Detailed Design of the Community Building, confirming its alignment with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy.

Subject to Council approval:

- The Lease Agreement will be placed before both Houses of Parliament for 14 sitting days (concurrently), prior to execution by Council Administration.
- An application for Development Approval for the Community Building will be lodged, and documents prepared for tender.

This matter was considered by Kadaltila / Adelaide Park Lands Authority on 26 June 2025.

RECOMMENDATION

The following recommendation will be presented to Council on 8 July 2025 for consideration

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

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

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

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community Enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport.
Policy	Consistent with the Adelaide Park Lands Community Land Management Plan, the Adelaide Park Lands Leasing and Licensing Policy (2016), and the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy.
Consultation	Public consultation on the draft Lease Agreement took place over a three-week period per the City of Adelaide's Community Consultation Policy. The Detailed Design for the Community Building in Golden Wattle Park / Mirnu Wirra (Park 21 West) was developed in consultation with ACSARA.
Resource	This project and the granting of a new Park Lands Community Lease Agreement (Lease Agreement) will be undertaken within current operational resources.
Risk / Legal / Legislative	<u>Adelaide Park Lands Act 2005 (SA)</u> Subject to further consideration by Council, the Lease Agreement will be placed before both Houses of Parliament for 14 sitting days (concurrently), prior to execution by Council Administration.
Opportunities	By maintaining ACSARA's presence in Park 21 West, the project ensures the continued delivery of sport and recreational benefits, consistent with the objectives of the Adelaide Park Lands Management Strategy and the Community Land Management Plan for Park 21 West. The redeveloped Community Building will support community sport and provide accessible facilities for all visitors to the Park Lands.
25/26 Budget Allocation	The Lease Agreement includes lease fees (building rent) and licence fees (outdoor facilities) as per the Adelaide Park Lands Leasing and Licensing Policy (2016). The Community Building redevelopment will be funded by contributions from the City of Adelaide (\$3.12m) and ACSARA (\$2.55m). ACSARA's contribution includes a \$1.55m State Government grant.
Proposed 26/27 Budget Allocation	\$680,000 will be allocated to this project from the City of Adelaide Capital Budget.
Life of Project, Service, Initiative or (Expectancy of) Asset	The proposed lease term is 21 years.
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	The Lease Agreement (Attachment C) details the proposed maintenance responsibilities of the Lessee and the City of Adelaide.
Other Funding Sources	The ACSARA will contribute \$2.55m to redevelop a Community Building that will form part of the proposed lease area.

DISCUSSION

Background

1. The Adelaide Community Sports and Recreation Association (ACSARA) is the Lessee of a Community Building and three playing fields in Golden Wattle Park / Mirnu Wirra (Park 21 West).
2. In 2019, following an Expression of Interest (EOI) process, ACSARA was granted a five-year Park Lands Community Lease Agreement for the community sports facilities in Park 21 West. This lease expired on 30 April 2024. ACSARA currently holds a short-term lease, which is due to expire on 30 September 2025.
3. ACSARA delivers valuable recreational and social programs that align with the purpose of the Park Lands and the City of Adelaide's strategic priorities. The association has operated in Park 21 West for over 35 years. Administration estimates that the community sports facilities are used by approximately 88,000 participants annually - equating to around 1,700 users each week.
4. On 11 March 2025, Council resolved:
'That Council:
 1. *Notes that on 10 December 2024, Council endorsed a Community Building Concept Design for Golden Wattle Park / Mirnu Wirra (Park 21 West)*
 2. *Approves the exemption for the Adelaide Community Sports and Recreation Association, from the requirement to secure a lease through an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.*
 3. *Approves the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the Adelaide Community Sports and Recreation Association (Lessee) for community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West), as contained in Attachment A to Item 7.3 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 March 2025, for the purpose of public consultation.*
 4. *Notes that the findings of the public consultation will be presented to the City Community Services and Culture Committee in July 2025.*

Lease Consultation

5. Community consultation on the draft Lease Agreement commenced on 27 March 2025 and was conducted over a three-week period, concluding on 17 April 2025. The consultation process included:
 - 5.1. Publication of public notices (Gazette and The Advertiser).
 - 5.2. Information on the City of Adelaide (CoA) and Our Adelaide websites.
 - 5.3. Copies of the draft Lease Agreement available for viewing at all CoA libraries and community centres.
6. Community feedback was collected and analysed, with a summary provided in **Attachment A**. The analysis indicates community support for the draft Lease Agreement, with 88% of the 43 respondents in agreement with the proposed lease terms and conditions.
7. The primary themes from the feedback received were:

Theme	Context
Maintenance and Financial Responsibilities	Respondents made comment on the lessee's financial and maintenance obligations, suggesting adjustments to better balance obligations between ACSARA and Council.
Fairness, Security and Reasonable Agreement	Respondents found the lease terms fair, balanced, and reasonable.
Community Benefit, Support and Long-term Tenure	Respondents referenced the long-term lease arrangement, noting the community benefits from continued sport and recreation activities. The longevity of ACSARA's involvement was particularly valued for ensuring community stability and continuity.

Draft Lease Agreement

8. As a result of community feedback and Council Administration's review, a series of amendments to the draft Lease Agreement are proposed, as shown in **Attachment B**.

9. Specifically, the responsibility for renewing certain building assets has been transferred from the Lessee to the City of Adelaide (COA). Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity. The assets proposed for renewal by CoA align with the responsibilities of a building owner/landlord, ensuring the building remains structurally sound, secure, and adheres to building codes and fire safety regulations. The renewal of these assets will be funded through the CoA's Buildings Asset Management Plan. Those assets include:
 - 9.1. Floors and Internal Walls
 - 9.2. Cladding
 - 9.3. Doors and Windows
 - 9.4. Electrical Supply / Meter Boards
 - 9.5. Fire Exit Doors
 - 9.6. Fire Indicator Panel
 - 9.7. Heating and Cooling System
 - 9.8. Hot Water Service and Pipes
10. The 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. The Lessee will be financially responsible for this maintenance, in addition to maintaining the playing fields.
11. A Special Condition has been added to recognise Royal Adelaide Show parking on the licensed playing fields in Park 21 West.
12. These amendments are not sufficiently material to warrant re-consultation on the lease agreement. The essential terms of the draft Lease Agreement remain unchanged, including:
 - 12.1. Term:
 - 12.1.1. The proposed lease term is 21 years, structured as 7+7+7, with the Lessee having the option to exercise its rights to renew a second and third seven-year term.
 - 12.1.2. If the Lessee does not comply with the lease terms, they will forfeit their entitlement to renew the lease. This gives the ACSARA security to realise the benefits of their financial investment while ensuring CoA retains oversight of compliance and performance at each renewal stage.
 - 12.2. Building Rent:
 - 12.2.1. \$55 per square metre, discounted by 80% (as per Policy for community recreation and sports organisations) and reviewed annually through the CoA's endorsed Fees and Charges.
 - 12.3. Licence Fees:
 - 12.3.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
 - 12.4. Permitted Use:
 - 12.4.1. Community sport and associated community development (not-for-profit) activities.
 - 12.5. First Right of Use
 - 12.5.1. The playing fields are licensed, providing the Lessee with first rights of use, but not exclusive use.
 - 12.5.2. The Lessee is 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 21-year term reflects ACSARA's \$2.55m contribution to redeveloping the existing Community Building, which forms part of the proposed lease area. The lease agreement contains a special condition linking it with a 'Funding and Project Works Agreement' between CoA and ACSARA. Any breach of this agreement will constitute a breach of the lease and vice versa.

Community Building Detailed Design

14. Constructed in the 1960s, the existing 375sqm Community Building in Park 21 West does not adequately meet users' needs and is no longer fit for purpose. It lacks compliance with accessibility standards and community sports facility guidelines.

15. In response, Council endorsed a Concept Design (Option B) on 10 December 2024 that aligns with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy. This design considers current usage and future growth and is further outlined in the Committee report from [3 December 2024](#).
16. To inform the development of a Detailed Design, a series of workshops and meetings were held involving ACSARA, Council Administration and consultants. These were informed by:
- 16.1. an arborist report
 - 16.2. landscape plan
 - 16.3. traffic management plan
 - 16.4. ground-penetrating radar archaeological survey
 - 16.5. level 1 Aboriginal Heritage search
17. The Park Lands Community Building Detailed Design (Detailed Design) for Park 21 West is contained in **Attachment D** to this report.
18. Administration's analysis of the Detailed Design against the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy is summarised in the table below:

Policy Objective	Detailed Design Response
Maximise investment and community benefits by consolidating buildings and creating shared-use facilities and amenities accessible to the public.	<p>The proposed new Community Building will replace the existing Community Building in Park 21W.</p> <p>The Community Building design allows for multiple community groups to utilise the facilities simultaneously.</p> <p>The Community Building features will support formal and informal use of the Park Lands.</p>
Enable the provision of Community Buildings that fulfil their intended purpose, with a building footprint and scale, that minimises the impact on the Adelaide Park Lands.	<p>The Community Building has been designed with a continuous roof, which allows for visual and physical permeability and reduces the mass of the single-level, low-scale design.</p> <p>Existing trees and additional landscape treatments integrate the Community Building with the park setting, noting the proposed removal of two trees:</p> <ul style="list-style-type: none"> • <i>Lagunaria patersonia</i> – exempt – medium retention value • <i>Eucalyptus leucoxylon</i> – regulated – low retention value <p>The community room transitions out to a covered outdoor area and playing fields for larger gatherings.</p> <p>The building footprint is consistent with what Council endorsed in December 2024 (Option B – 583 sqm).</p>
Create quality, welcoming and inclusive facilities to maximise community benefit.	<p>The Community Building incorporates:</p> <ul style="list-style-type: none"> • publicly accessible toilets, handwashing facilities, a drinking fountain, shelter and seating. • all services and amenities at ground level for ease of access. <p>The Community Building is located close to Goodwood Road and connects through landscape treatments.</p>
Foster diverse participation in sports and recreation by investing in facilities that meet the needs of users and the public.	<p>The Community Building incorporates:</p> <ul style="list-style-type: none"> • four unisex changerooms and amenities that can be divided into eight changerooms servicing a range of community sports across the three playing fields. • building elements to support formal and informal use of the Park Lands. • building elements that comply with the Building Code of Australia, the <i>Disability Discrimination Act (1992)</i> and sports facility guidelines for community-level sports competition.

Optimise the sustainable development, efficient use and environmental performance of Community Buildings.	<p>The Community Building:</p> <ul style="list-style-type: none"> • is sited to maximise summer shading and winter wind protection. • features high-level windows on both sides, which promote natural passive ventilation and reduce the need for artificial lighting. • is proposed to be all-electric. • utilises permeable materials and indigenous plantings for landscaping.
Ensure a consistent approach to designing and redeveloping the upgrade and redevelopment of Community Buildings.	<p>Administration has managed the Detailed Design development in consultation with the proposed Lessee.</p> <p>The Community Building utilises materials and landscape treatments consistent with the Adelaide Park Lands Building Design Guidelines to reflect its park setting.</p>

Kadaltilla / Adelaide Park Lands Authority

19. This matter was considered by Kadaltilla / Adelaide Park Lands Authority on 26 June 2025.

Next Steps – Lease Agreement

20. If approved by Council, and subject to any amendments, the draft Lease Agreement 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.
21. There are 21 sitting days from August to November (inclusive). If the Lease is submitted by the end of July 2025, the last legislative process is anticipated to be completed by the end of November 2025.
22. ACSARA's existing Lease will end on 30 September 2025, and the Administration will arrange under delegation for a short-term Lease until the legislative process is completed.
23. Executing a long-term Lease is critical to delivering this Community Building redevelopment project in Park 21 West.

Next Steps – Community Building

24. Subject to Council approval of the detailed design, planning documents will be finalised and tender documents issued for construction.
25. Construction is estimated to commence in early 2026.

ATTACHMENTS

Attachment A – Engagement Summary – Draft 21-year Park Lands Community Lease Agreement – City of Adelaide (CoA) and the Adelaide Community Sports and Recreation Association (ACSARA)

Attachment B – Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West) – *Tracked Changes Version*

Attachment C – Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West) – *Final Version*

Attachment D – Detailed Design for the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West)

- END OF REPORT -

Our Adelaide

Engagement Summary

Project: Draft Park Lands Community Lease Agreement

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



**Our
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Community Engagement Summary

Park 21W – ACSARA Lease Consultation



Introduction

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

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

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

Engagement Overview

Who Was Engaged?

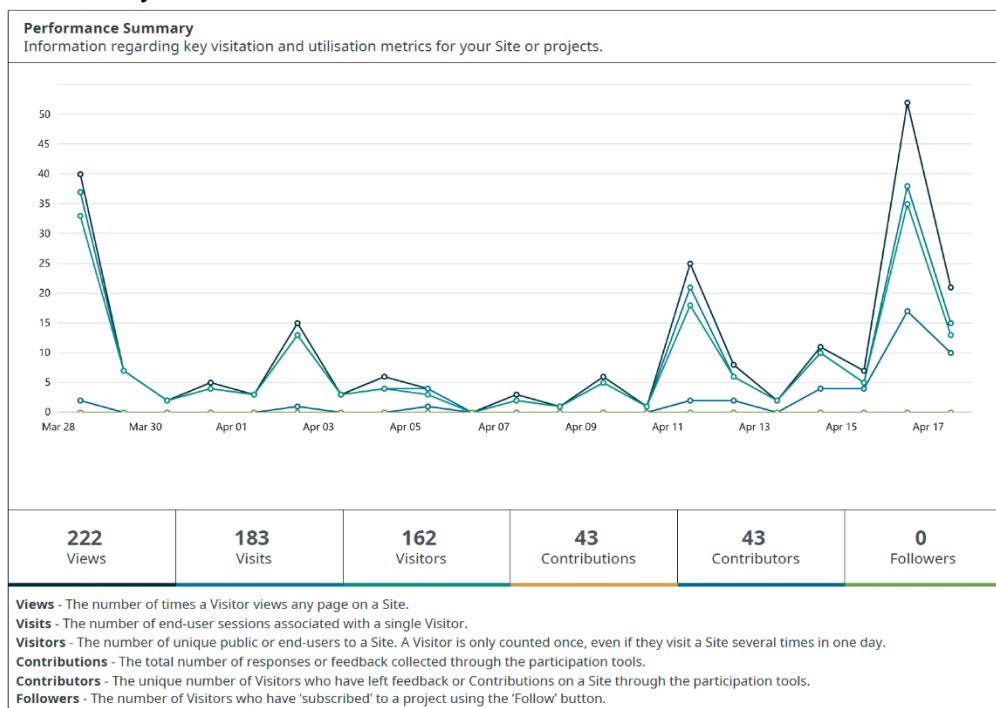
A total of 43 people responded to the consultation. Respondents included:

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

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

Methods Used

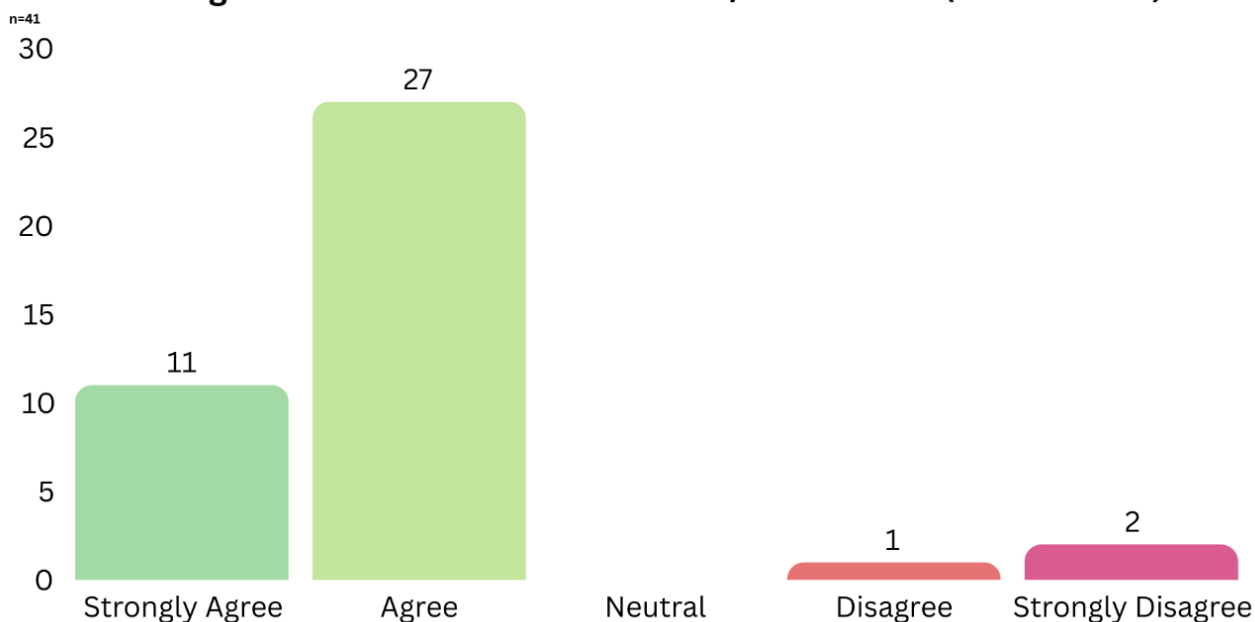
- Online Survey via Our Adelaide



Quantitative Findings

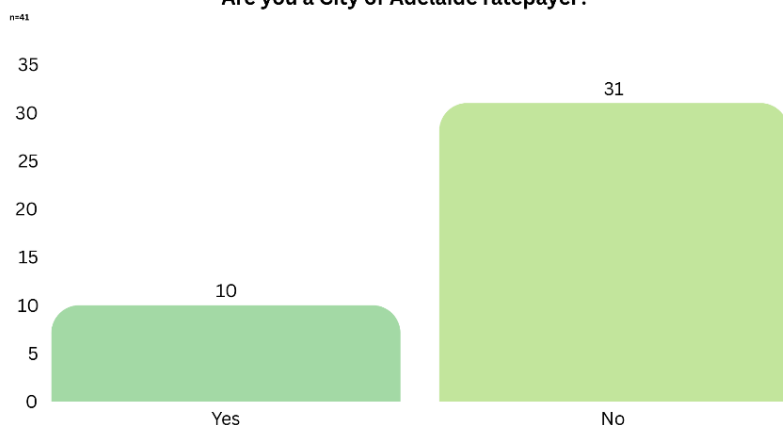
Data was sourced directly from the community survey (see Annexure B).

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



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

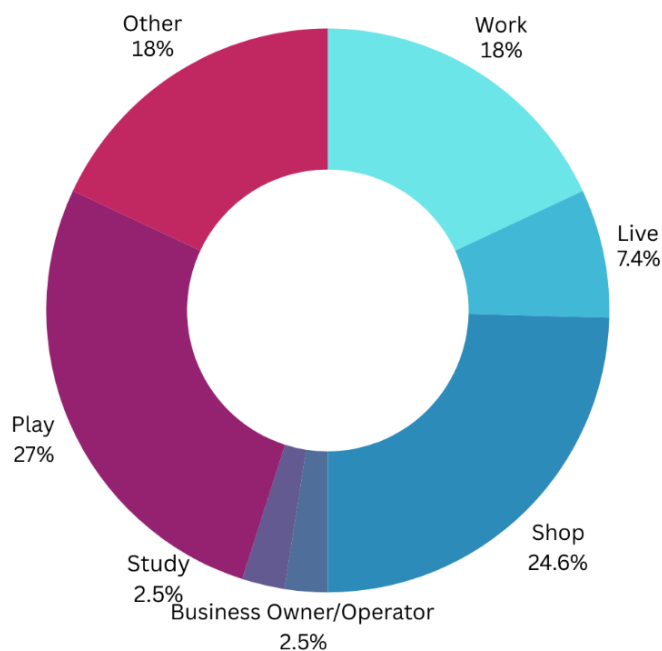
Are you a City of Adelaide ratepayer?



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

How do you participate in city life?

n=41



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

Quantitative Summary

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

Qualitative Findings



Word Cloud highlighting dominant keywords from individual responses (see Annexure A).

The following themes were identified in analysing the community's feedback:

Theme 1: Concerns About Maintenance and Financial Responsibilities.

Many respondents expressed concerns regarding the lessee's financial and maintenance obligations, suggesting adjustments to better balance obligations between ACSARA and Council.

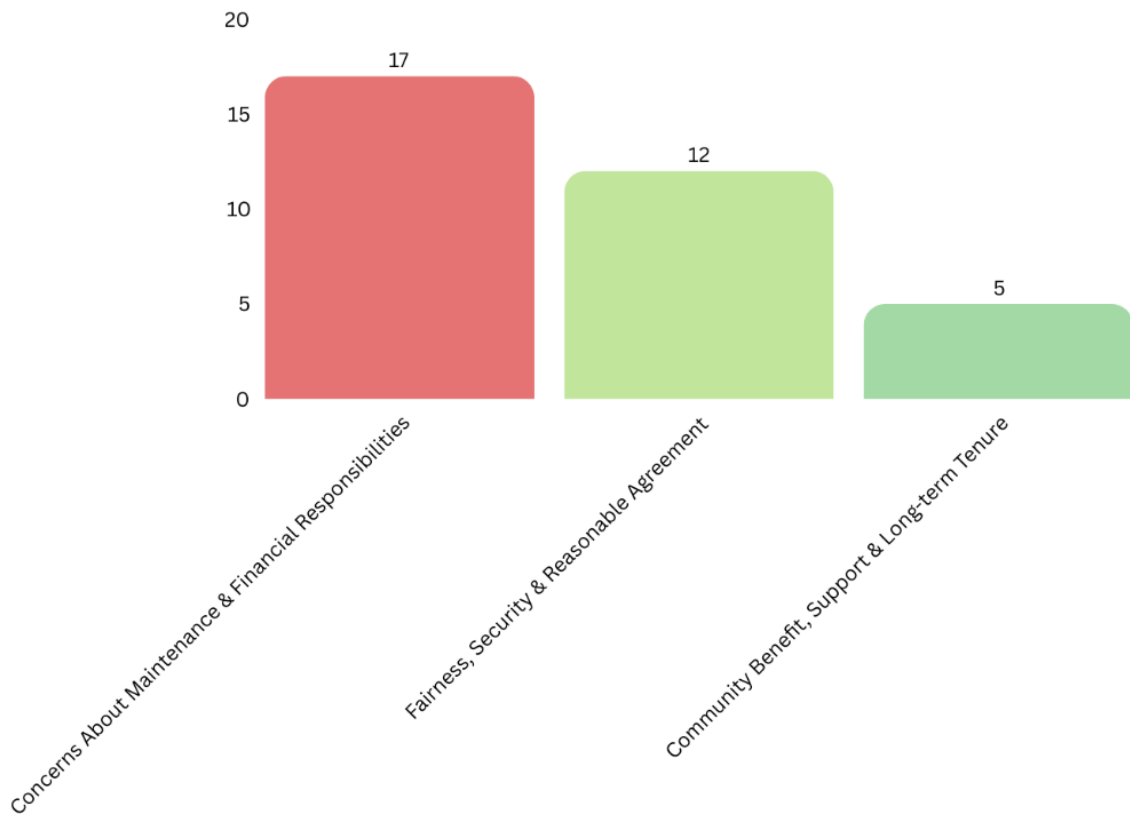
Theme 2: Fairness, Security and Reasonable Agreement

Many respondents found the lease terms fair, balanced, and reasonable.

Theme 3: Community Benefit, Support and Long-term Tenure

Several respondents referenced the long-term lease arrangement, noting the community benefits from continued sport and recreation activities. The longevity of ACSARA's involvement was particularly valued for ensuring community stability and continuity.

Theme Frequency



Annexure A – Individual Responses

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

Contribution ID	Level of Agreement	Please explain your response	Do you have any other feedback regarding the Draft Park Lands Community Lease Agreement?
18497	Strongly agree	This seems like a fair deal for the tenants and the city council, who want to promote outdoor activities and clubs, especially if the clubs involved are contributing to the lease costs.	
18496	Strongly agree	I am a long-term resident and rate payer of Adelaide City owing several properties, and frequently use these Parklands and sports fields. The Lutheran football clubs and other clubs that use the fields including SA ultimate Frisbee contribute to the community by creating a safe and welcoming environment for sports in the city. I have been a member of SA ultimate for around 15 years and with most competitions I've played in being played on these grounds. By committing to a longer lease for the club will benefit players and the community at large giving the club assurity and opportunity to continue to grow and to improve facilities. The personal impact on myself if the club was unable to continue in that location or in or in any capacity would degrade the quality of life I have built and come to expect living in Adelaide city.	Supporting these long standing clubs and arrangements into the future will support growth and utilisation of the park lands around us and keep people in the city.
18495	Agree	7 years x 3 renewals for 21 year tenure is an appropriate term for lease / licence. Its pleasingly to see that Council will support the club with the operations and maintenance of the public toilets. It would be preferable to see Council's similar support for maintenance of the external landscaping as it is a public place / access and that the Club cannot be required to manage community access at all times.	SANFL strongly support the provision of an ongoing access via lease / licence to Park 21 for ACSARA. Thank you to Adelaide City Council for their support of the much required redevelopment project that will support increasing football participation and other community sport and recreation outcomes.
18494	Disagree	Schedule Item 7 - Restricts use to 6am to 12 midnight. Why would or should the lessee's quiet enjoyment of the premises and grounds be specifically restricted? Schedule Item 2 & 3 describe a 21 year minimum occupancy. I believe that this is not enough to recognise the substantial community investment in the premises. Why 7 year renewal periods? That is not long in the context of a community club. 3 x 15 years would be more appropriate. However, it becomes worse in Item 10 which requires investment in the premises to be written off over 14 years. Normal building depreciation is 2.5% which means 40 years. I would prefer to see this item rewritten to cover a 40 year period during which compensation must be paid.	The lease as written would be fair to a community organisation taking over existing premises and developed grounds requiring little or no immediate work. However, it is NOT fair when the community (not the council) is developing the resource for community use. Looking at the proposal, it will cost a lot of money to develop and that money has or will come from the community that has an interest in this development. Having a (semi) guaranteed occupancy of only 21 years is disrespecting the community.
18493	Agree	The terms for the duration of the lease enable both parties to develop the facilities sustainably for the long-term future. This is particularly important for the council, to be dealing with the same client over many years to establish common goals and congenial relationships.	A lessee who intends to invest significantly in facilities should have confidence that those facilities will be theirs to use for years to come.
18492		Looking at this lease it seems strange it's even up for debate given the lessee is contributing significant cost towards the development they should be entitled to assurance they will have continued use of the facilities they	Details explained above like longer lease and more effort from council would improve my level of agreement with this submission.

Community Engagement Summary

Park 21W – ACSARA Lease Consultation



		<p>have funded.</p> <p>I would have expected council to take on more for the maintenance and renewal side of things, especially with the area being such a public location used by many visitors to the area, wouldn't it be great to make it stand out and give visitors and frequent users a sense of pride in the area?</p>	
1849 1	Agree	<p>There is a clear balance between the lessee and the council regarding all obligations. I believe the lessees contribute significant dollars and therefore should be entitled to at least a significant term.</p>	Should there be a better balance for the lessees maintenance requirements.
1849 0	Agree	<p>Given the considerable financial contribution that ACSARA is prepared to commit to the betterment of this area, a lease of at least this length is justified.</p>	
1848 9	Strongly agree	<p>ACSARA are a proven long term quality lessee that provides services and ovals to many users. These people would not use the parklands if not for ACSARA. This lease maintains long term use and security of purpose which also serves the needs and outcomes of the City of Adelaide.</p>	ACSARA are a nonprofit organisation that are able to provide maintenance services to the buildings. The expectation for ACSARA to replace items is normally the responsibility of the owner, in this case City of Adelaide. and expecting a NPO is harsh and unfair. ACSARA maintains three ovals, green space, watering and general services already in a limited budget. Please consider the many benefits that the City of Adelaide reaps from little ongoing expenses, so providing replacement/renewal items seems a fair arrangement over the long term lease arrangements.
1848 8	Agree	<p>The lease appears to be a reasonable balance between the obligations by Council and the lessee. As the lessee is contributing significant money i would have thought the lease may even be longer.</p>	
1848 7	Agree	<p>I'm supportive of the proposed 21-year lease between the City of Adelaide and ACSARA. It seems to strike a fair balance between the responsibilities and rights of both ACSARA and the Council.</p> <p>When an organisation like ACSARA is putting in a significant amount of funding—over \$2.5 million—it makes sense that they'd be offered a long-term lease. A commitment of that scale deserves some security, and a 21-year term feels like a reasonable and appropriate arrangement.</p>	
1848 6	Agree	<p>Having been a lessee for 35 years and now with a redevelopment in the near future, funded heavily through the proposed lessee, it is fitting that the existing lessee is entitled to a long lease, so I agree with a 7+7+7 lease</p>	<p>Yes, there are a few items that the City of Adelaide are better placed to maintain than the lessee. These items include:</p> <ol style="list-style-type: none"> 1) Maintenance of surrounding landscaping and planting 2) Removal of graffiti <p>Also, as the building will be a City of Adelaide asset, would not the Building Insurance be the responsibility of the City of Adelaide and the lessee responsible for contents insurance?</p>
1848 5	Agree	<p>The lease seems reasonable given taxpayers are entitled to these benefit. In this case, to exercise and have an appropriate space to spend time before and after sport activities with other people in the community. This is extremely important and the council's support by providing this lease is crucial!</p>	Nil.
1848 4	Agree	<p>The proposed lease feels fair and sensible. It recognises the important role our club plays and gives the stability we need to keep building for the future. With the level of</p>	One thing that stands out is the level of responsibility placed on the lessee in the Maintenance Schedule. While it's fair for clubs to look after general upkeep, it

Community Engagement Summary

Park 21W – ACSARA Lease Consultation

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financial and volunteer investment we're putting into the redevelopment of our clubrooms, a lease of at least this proposed length is essential.

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

seems unreasonable for us to also carry the cost of renewing major infrastructure like electrical, plumbing, and HVAC systems—these are core parts of the building and I think they should remain a Council responsibility

1848
3 **Agree**

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

1848
2 **Strongly agree**

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

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

1848
1 **Agree**

The agreement seems reasonable for both the council and lessee.

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

1848
0 **Agree**

The lessees that pay lots of money should be entitled to have a lengthy lease agreement.
Seems to be a good balance of rights and obligations. It's about community partnership and sportsmanship participation so keep that in mind!! There are great sporting community's that use the space

1847
9 **Agree**

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

The schedule for maintenance seems a bit excessive.

1847
8 **Agree**

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

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

1847
7 **Agree**

The proposed lease offers a reasonable balance between the rights and obligations of the lessee (ACSARA) and the Council.
Given the significant contribution in funds that ACSARA is putting in towards the re-development project, ACSARA should be entitled to a lease of at least 21 years (An initial term of 7 years plus 2 rights of renewal)

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

1847
6 **Strongly agree**

I strongly believe that longer term leases give the lessee the confidence and incentive to the lessee to maintain the parklands. Significantly the area in question has been transformed over the years from a quite ugly and barren area to a far more pleasant environment for people to

Maintenance schedule seems onerous compared to others I have seen with a large burden falling on the lessee for renewal as well as maintenance.

Community Engagement Summary

Park 21W – ACSARA Lease Consultation



		enjoy. The lease seems favourable fairly favourable to council but also gives some surety to the lessee.	
1847 5	Agree	The term seems reasonable to allow a reasonable amount of security for long term planning with the option for a 7 year continuation.	
1847 4	Agree	The lease appears to be well balanced for the partnership of the council and lessee	I think it would be fair to expect Council to contribute more to the renewables as outlined in the current draft agreement
1847 3	Agree	The lease term reflects the commitment and significant financial contribution from the lessee and ultimately provides an appropriate balance between the Council and the Lessee for this particular scenario.	
1847 2	Agree	It seems reasonable that a lessee that is putting a significant amount of dollars into the area should obtain a lease of at least this length.	Looks OK, but maybe the "Renewals" should fall to the Council?
1847 1	Strongly agree	The agreement makes sense for both parties	
1846 9	Strongly agree	It seems entirely reasonable and appropriate that if a sporting association is willing to make such a significant financial investment in developing facilities on the parklands that they be granted a long term lease. One could almost argue that a 21 year term is too short. As a city resident living in the south-west corner of the CBD I value the ongoing development of recreational facilities in our local parklands.	
1846 7	Agree	This is a sensible use of park lands, promoting community, health and recreation.	
1846 6	Agree	<p>I am the president of the South Australian Flying Disc Association, we lead Ultimate Frisbee for the SA community. Our community have got a strong relationship with ACSARA, and after struggling to find fields for many years across various sites, have seen great growth and opportunity in our sport being settled in the city parklands.</p> <p>This has allowed our sport administrators to put their time into the grassroot development and elite levels of the sport. Longer leases also give opportunity to execute longer term strategic plans. Additionally, our players and clubs gain a better sense of belonging, which is of huge value to community well-being.</p> <p>In addition, our community of volunteers and players have worked hard to fundraise over time to raise funds to support development and improvement of the site. They will continue to do so and feel grateful that Adelaide has fantastic public space for use.</p>	In the interests of the volunteers and players (who in frisbee are largely uni students with lower income), hefty maintenance schedules/renewals make just playing sport and being active hard. It is in council's interests to support the active community and take greater responsibility so as not put unnecessary/unreasonable burden on volunteer administrators.
1846 5	Agree	Seems a fair and reasonable agreement	
1846 3	Agree	The term of lease is appropriate given the significant outlay needed for such a development and to justify such expenditure.	Some of the clauses seem to be unduly onerous and one-sided in favour of the council, particularly in relation to maintenance.
1846 2	Agree	Look fairly reasonable to me. If the lessee is putting in \$\$ then they need a lease of reasonable length.	Not sure about the maintenance schedule. Seem more weighted in the Council's favour.
1845 8	Agree	For what i can see the terms of the lease are fair and reasonable to both the Council and the Lessee. I do agree that due to the Lessee contributing a significant portion of funding should be entitled to a lease of this length.	The only one thing I can see is that the maintenance schedule does seem to be fairly excessive towards the Lessee. I mean the Lessee should be responsible for maintenance, but I would have thought the renewals should be the council's responsibilities - not the Lessee

Community Engagement Summary

Park 21W – ACSARA Lease Consultation

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Adelaide**

1845 7	Agree	This proposed agreement seems to make sense. Lessees should be obliged to chip in to maintenance and the proposal seems to cater for that.	If an association is willing to contribute to the upkeep of the area which enables the community to better use it then they should be able to get a longer term lease. I certainly wouldn't invest in something that might only be short lived.
1844 9	Strongly agree	The current building(s) do not reflect / represent what are: - Community expectations in this day and age with respect to the (outward) physical appearance of public, multi-use buildings. - Actual (internal) functional capacities for inclusive sports. - The ability to attract additional sport activities / clubs to use the parklands and its sporting infrastructure.	No
1844 7	Strongly disagree	the parklands should be available for all to use- having sporting facilities available increases the number of participants able to use them. the better brick facilities are old, dated and really only suitable for storage .The planned upgrade is attractive and functional	
1844 2	Agree		yes. The design looks modern but the 'longevity' of the building does take away the view of the parklands / landscape as you pass by road. This will give you the impression its exclusive.
1843 9	Strongly agree	It's disgraceful that certain council and APA members have constantly campaigned against this! This is a community asset that has been left to get into a horrible state. In fact there should be another oval allowed and capacity for further changes to allow more female sport participation. The parklands are for enjoyment and use of the public, not NIMBYs whining about grasslands or protecting private school investments.	
1840 3	Strongly disagree		The Parklands were given to the people of Adelaide to be a permanent green space not to be gradually eroded by buildings.
1839 2	Strongly disagree	I do not agree with the terms of the Draft Lease Agreement. While ACSARA has a long-standing presence in Golden Wattle Park / Mirnu Wirra, the lease risks undermining the core principle of the Park Lands as open, public space. Granting extended control of a large area to one organisation raises concerns about equitable public access and the long-term alienation of community land. The scale of the proposed redevelopment could transform this area into a dedicated sports precinct, contradicting the Park Lands' intended use. Although the City's policies and strategies are referenced, they must not override the foundational purpose of preserving these spaces for all. The lease lacks sufficient clarity on access rights, future use, and protection against further encroachment. I urge the Council to amend the lease to ensure non-exclusive use, proportional development, and a stronger commitment to the Park Lands' public character and environmental integrity.	
1833 3	Strongly agree	I know the building well and it is unsightly and needs upgrading. It will support usage for sport and recreation which should be encouraged.	No
1831 9	Strongly agree		

Annexure B – Details of Data Extract from Our Adelaide

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

Project Title: Draft Park Lands Community Lease Agreement

Tool Type: Online Form

Activity ID: 452

Exported: April 22, 2025, 10:47 AM

Exported By: A. Buxton

Survey Questions Included in the Form:

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

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

Annexure C – Methodology

Quantitative Analysis

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

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

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

Qualitative Analysis

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

The process involved:

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

Annexure D – Thematic Analysis Contributor IDs

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

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

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

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

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

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

Methodology for Qualitative Thematic Analysis

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

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



CITY OF
ADELAIDE

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC,

(Lessee)

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

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 2 Initial Term	Seven (7) years commencing on 1 October 2025 (Commencement Date) and expiring at midnight on 30 September 2032	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2032 and expiring at midnight 30 September 2046	
Item 4 Lease Fee	Six thousand four hundred and thirteen dollars and no cents (\$6,413.00) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated at 583sqm x \$55 per sqm less 80% as per Park Lands Leasing and Licensing Policy (2016)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Five thousand, six-seven hundred and eleven-seventy nine dollars and thirteen-forty cents (\$5, 611 <u>779.1340</u>) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated on 7.1ha of open playing fields maintained by the Lessee. These fees are re-set annually on 1 July.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	

Item 7 Times of Use	Monday to Sunday (inclusive) 6am to 12 midnight
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination
Item 9 Licence Area Permitted Use	Playing of community sports and related community development activities
Item 10 Special Conditions	<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. Adjacent Areas**</p> <p>2.1 In addition to any other terms of this Lease, the Lessee acknowledges and agrees the Lessee is responsible at the Lessee's cost to keep and maintain the landscape elements and features (including all plantings and vegetation) depicted or featured in the Concept Design and Licence Area in good repair and in a clean and tidy state and condition.</p> <p>(**subject to final Development Approval plans).</p> <p>3. Lease Fee and Licence Fee</p> <p>3.1 Until such time that the existing building cannot be occupied by the Lessee, the Lease Fee will be \$4,125 per annum (exclusive of GST).</p> <p>3.2 Upon the Lessee occupying the redeveloped Premises (as per the Concept Design), the Lease Fee will be as per Item 4 of the Schedule.</p>

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

4. Compensation

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

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

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

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

e.g.

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

5. Funding and Project Works Agreement

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

6. Royal Show Parking

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

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

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

Contamination means the presence in, on or under land, air or water of a substance (solid, liquid or gel) or matter at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality being a presence that presents a risk of harm to human health or the Environment, or results in a non-

compliance with or breach of any Environmental Law (and **contaminant**, **contaminated** and **contaminate** have a corresponding meaning).

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure CC.

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

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

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

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

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

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

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

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

Services means all services (including gas, electricity, water, sewerage, fire control systems, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or

of the Premises or Building supplied by any authority, the Council or any other person the Council authorises.

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

6. USE OF PREMISES

6.1 Premises Permitted Use

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

6.2 Park Lands

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

6.3 Offensive activities

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

6.4 Use of facilities

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

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

6.5 Statutory Requirements

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

6.6 No alcohol

- 6.6.1 The Lessee must not:

- 6.6.1.1 serve, sell or provide to persons; or

- 6.6.1.2 consume or allow persons to consume;

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

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

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

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.
- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

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

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

12.3 Emergencies

In an emergency the Council may:

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

12.4 Works and restrictions

12.4.1 The Council may:

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

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

12.5 Right to rectify

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

12.6 Park Lands Events

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

17.3 Abandoned goods

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

17.4 Holding over

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

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

18. BREACH

18.1 Council's rights on breach

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

18.2 Breach and re-entry

If:

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

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

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

18.3 Rights of Council not limited

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

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

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

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 Release

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

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

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

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

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

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

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

21. RESUMPTION

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

22.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.

22.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 Grant of Licence

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

25.2 Term of Licence

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

25.3 Licence Fee

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

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

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

25.4 Licence Area Permitted Use

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

25.5 Rates and utilities

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

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

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

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

whether supplied by the Council or any other person.

25.6 Insurance

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

25.7 No assignment or subletting

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

25.8 Improvements

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

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

25.9 Maintenance of improvements

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

25.10 Events on Park Lands within Licence Area

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

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

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

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

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

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

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

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

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

25.11 To obey policies and direction

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

25.12 Public access and membership

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Chairperson/Vice Chairperson

.....
Committee/Board Member

.....
Name

.....
Name

Annexure A Lease and Licence Plan



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

To be inserted

Annexure C Maintenance Schedule

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

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

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

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

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

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

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

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

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

* Landowner Consent required for all Renewal

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

* Landowner Consent required for all Renewal



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC,

(Lessee)

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

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 2 Initial Term	Seven (7) years commencing on 1 October 2025 (Commencement Date) and expiring at midnight on 30 September 2032	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2032 and expiring at midnight 30 September 2046	
Item 4 Lease Fee	<p>Six thousand four hundred and thirteen dollars and no cents (\$6,413.00) per annum (exclusive of GST) (subject to annual review*)</p> <p><i>*Calculated at 583sqm x \$55 per sqm less 80% as per Park Lands Leasing and Licensing Policy (2016)</i></p>	
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)	<p>Five thousand, seven hundred and seventy nine dollars and forty cents (\$5,779.40) per annum (exclusive of GST) (subject to annual review*)</p> <p><i>*Calculated on 7.1ha of open playing fields maintained by the Lessee. These fees are re-set annually on 1 July.</i></p>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	

Item 7 Times of Use	Monday to Sunday (inclusive) 6am to 12 midnight
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination
Item 9 Licence Area Permitted Use	Playing of community sports and related community development activities
Item 10 Special Conditions	<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. Adjacent Areas**</p> <p>2.1 In addition to any other terms of this Lease, the Lessee acknowledges and agrees the Lessee is responsible at the Lessee's cost to keep and maintain the landscape elements and features (including all plantings and vegetation) depicted or featured in the Concept Design and Licence Area in good repair and in a clean and tidy state and condition.</p> <p>(**subject to final Development Approval plans).</p> <p>3. Lease Fee and Licence Fee</p> <p>3.1 Until such time that the existing building cannot be occupied by the Lessee, the Lease Fee will be \$4,125 per annum (exclusive of GST).</p> <p>3.2 Upon the Lessee occupying the redeveloped Premises (as per the Concept Design), the Lease Fee will be as per Item 4 of the Schedule.</p>

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

4. Compensation

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

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

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

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

e.g.

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

5. Funding and Project Works Agreement

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

6. Royal Show Parking

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

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

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

Contamination means the presence in, on or under land, air or water of a substance (solid, liquid or gel) or matter at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality being a presence that presents a risk of harm to human health or the Environment, or results in a non-

compliance with or breach of any Environmental Law (and **contaminant**, **contaminated** and **contaminate** have a corresponding meaning).

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure CC.

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

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

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

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

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

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

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

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

Services means all services (including gas, electricity, water, sewerage, fire control systems, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or

of the Premises or Building supplied by any authority, the Council or any other person the Council authorises.

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

6. USE OF PREMISES

6.1 Premises Permitted Use

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

6.2 Park Lands

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

6.3 Offensive activities

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

6.4 Use of facilities

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

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

6.5 Statutory Requirements

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

6.6 No alcohol

- 6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

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

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

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

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.
- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

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

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

12.3 Emergencies

In an emergency the Council may:

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

12.4 Works and restrictions

12.4.1 The Council may:

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

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

12.5 Right to rectify

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

12.6 Park Lands Events

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

17.3 Abandoned goods

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

17.4 Holding over

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

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

18. BREACH

18.1 Council's rights on breach

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

18.2 Breach and re-entry

If:

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

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

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

18.3 Rights of Council not limited

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

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

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

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 Release

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

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

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

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

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

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

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

21. RESUMPTION

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 Grant of Licence

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

25.2 Term of Licence

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

25.3 Licence Fee

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

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

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

25.4 Licence Area Permitted Use

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

25.5 Rates and utilities

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

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

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

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

whether supplied by the Council or any other person.

25.6 Insurance

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

25.7 No assignment or subletting

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

25.8 Improvements

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

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

25.9 Maintenance of improvements

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

25.10 Events on Park Lands within Licence Area

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

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

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

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

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

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

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

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

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

25.11 To obey policies and direction

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

25.12 Public access and membership

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Chairperson/Vice Chairperson

.....
Committee/Board Member

.....
Name

.....
Name

Annexure A Lease and Licence Plan



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

To be inserted

Annexure C Maintenance Schedule

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

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

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

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

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

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

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

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

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

*** Landowner Consent required for all Renewal**

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

*** Landowner Consent required for all Renewal**

GRIEVE
GILLET
ARCHITECTS

ASPECT Studios™



23155_PARK 21W CLUBROOM DETAILED DESIGN

PREPARED FOR THE CITY OF ADELAIDE COUNCIL
JUNE 2025




GOODWOOD ROAD

PAVILION 1

PAVILION 2

LEGEND

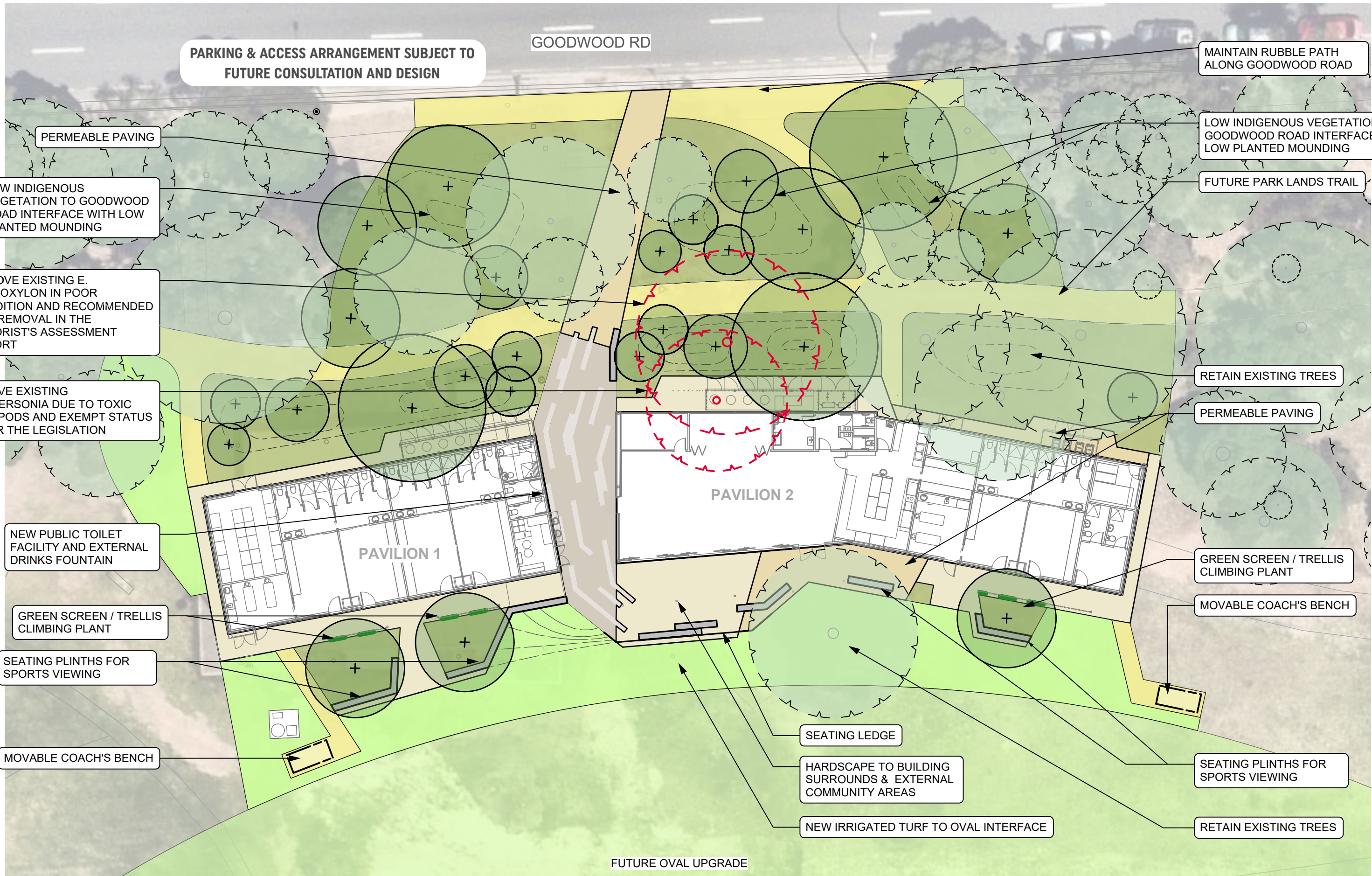
-  CONCRETE PAVING
-  PERMEABLE PAVING
-  BRICK FEATURE PAVING
-  CEMENT STABILISED FINES/
COMPACTED RUBBLE
-  BRICK CLAD CONCRETE
SEATING WALL
-  TRELLIS PLANTING
-  GARDEN BED
-  TURF
-  NEW TREE
-  EXISTING TREE TO
BE RETAINED

PAVILION 1: 229 SQ M

PAVILION 2: 354 SQ M

TOTAL: 583 SQ M








GOODWOOD ROAD

NEW NATIVE PLANTING; DETAILED DESIGN TO ENSURE LOW-GROWING SPECIES ALONG PATHWAYS TO MAINTAIN SAFE SIGHTLINES THROUGH THE LANDSCAPE. ANY PLANTED MOUNDING IS PROPOSED TO BE LOW, AND TREES ARE TO BE CLEAR-TRUNKED SPECIES

MAINTAIN SAFE AND LEGIBLE PEDESTRIAN MOVEMENT AND SIGHTLINES THROUGHOUT THE SITE

FUTURE PARK LANDS TRAIL ALIGNMENT

BUILDING 'PORTAL' AND SURROUNDS TO BE ILLUMINATED AT NIGHT

-  KEY SIGHT LINE
-  ACCESS TO PARK LANDS
-  ACCESS TO GOODWOOD ROAD

Planting Palette

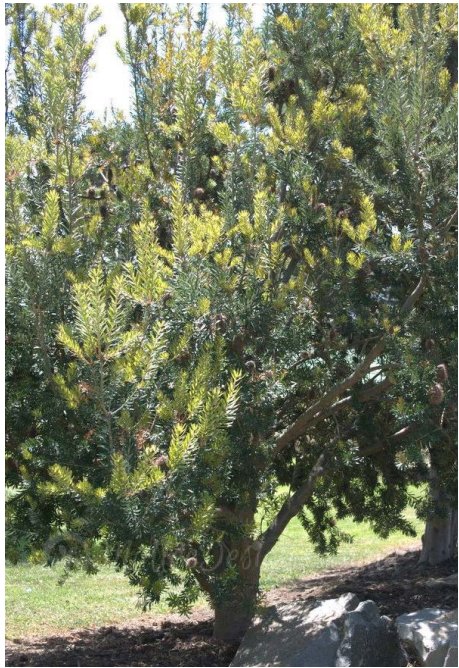
Trees	
1	<i>Acacia pycnantha</i> Golden Wattle
2	<i>Allocasuarina verticillata</i> Drooping Sheoak
3	<i>Banksia marginata</i> Silver banksia
4	<i>Callitris gracilis</i> Southern cypress-pine
5	<i>Eucalyptus leucoxylon</i> SA Blue Gum
6	<i>Eucalyptus microcarpa</i> Grey box
Shrubs	
7	<i>Acacia acinacea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



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7



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12



13

Planting Palette

Low Shrubs & Groundcovers

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

Riparian

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



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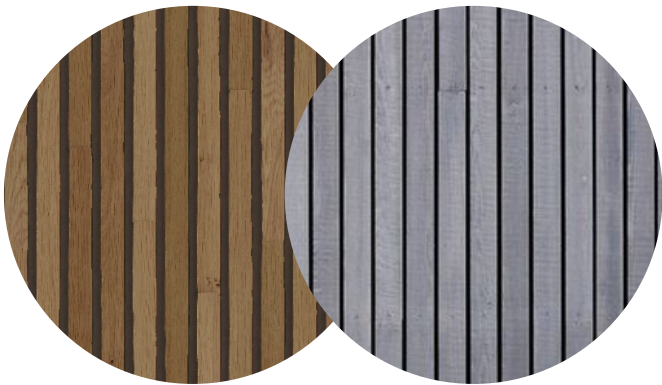
ELEVATIONS



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

MATERIAL PALETTE

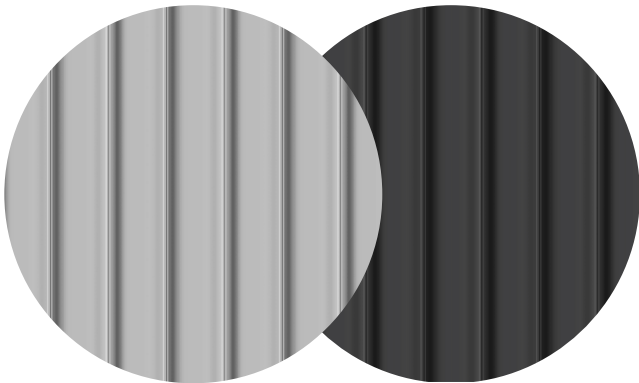
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TBT
TIMBER BATTEN WALL
AND SCREENS



PC
POLYCARBONATE SHEET
COLOUR: OPAL
SEAMLESS FINISH



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



FC
FIBRE CEMENT WALL
CLADDING



FB
FACE BRICKWORK
BOWRAL HIGHLANDS
COLOUR: MERYLA

SUSTAINABILITY CONSIDERATIONS

BUILDING STRATEGIES

✓ LOW VOC PRODUCTS

✓ REDUCED ENERGY USAGE

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

✓ LED LIGHTING WITH SMART CONTROLS

REDUCED EMBODIED CARBON

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

✓ WATER EFFICIENT

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

✓ LIGHT-COLOURED FACADES

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

✓ EXTERNAL SUN-SHADING

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

✓ NATURAL VENTILATION

✓ DAYLIGHT ACCESS

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

✓ HIGH MECHANICAL VENTILATION RATES

✓ REDUCED CONSTRUCTION WASTE

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

✓ CIRCULAR ECONOMY

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

✓ ACCESSIBLE DESIGN

- Building is fully accessible and provides accessible facilities

SITE STRATEGIES

✓ DESIGN WITH NATURE

- Working around existing trees on site

✓ CONNECTED TO LANDSCAPE

✓ ENDEMIC PLANTING SPECIES

✓ CLIMATE CHANGE RESILIENCE

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

✓ DROUGHT-TOLERANT PLANTING SPECIES

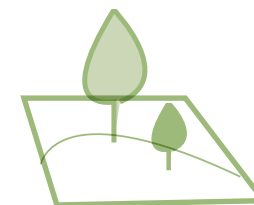
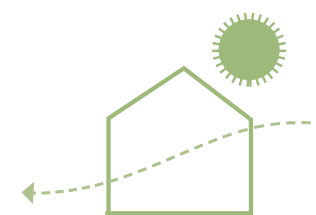
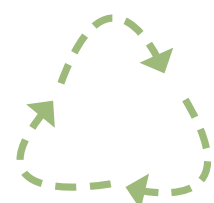
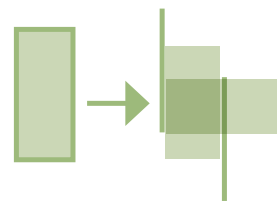
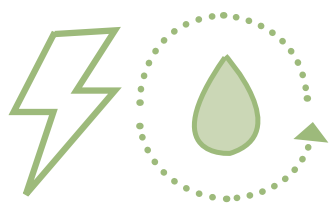
- Low water use plantings that thrive in the environment across all seasons

✓ PERMEABLE PAVING

- Pathway material selections reduce site run-off

✓ DRINKING WATER STATIONS

✓ SEPARATED BINS





VISUALISATION



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