



CITY COMMUNITY SERVICES AND CULTURE COMMITTEE

Agenda and Reports

for the meeting on

Tuesday, 5 May 2026

at 7.00 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, 5 May 2026, at 7.00 pm

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

Councillor Snape (Chair)

Councillor Giles (Deputy Chair)

Deputy Lord Mayor, Councillor Noon and Councillors Abrahamzadeh, Cabada, Couros,
Davis, Freeman, Maher, Martin 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:	
‘The City of Adelaide acknowledges the Kaurna People of the Adelaide Plains as the Traditional Custodians of the land on which we meet today.	
We acknowledge and honour their spiritual and cultural stewardship of this Country and recognise their deep and enduring relationship with its lands, waters, the sky, and all living things.	
We pay our respects to Kaurna Elders past and present and recognise the important role of emerging leaders in sustaining and strengthening culture.’	
2. Apologies and Leave of Absence	
Nil	
3. Confirmation of Minutes - 7 April 2026	
That the Minutes of the meeting of the City Community Services and Culture Committee held on 7 April 2026, be taken as read and be confirmed as an accurate record of proceedings.	
View public 7 April 2026 Minutes.	
4. Declaration of Conflict of Interest	
5. Deputations	
6. Workshops	
6.1 Draft Park Lands Leasing and Licencing Policy	3 - 28
7. Reports for Recommendation to Council	
7.1 Park Safe Review - On-Street Parking in the City of Adelaide	29 - 35
7.2 Park Lands Lease Consultation Findings	36 - 164
8. Reports for Noting	
Nil	
9. Closure	

Draft Park Lands Leasing and Licencing Policy

Strategic Alignment - Our Community

Public

Tuesday, 5 May 2026
City Community Services and Culture Committee

Presenter:
Jennifer Kalionis, Associate
Director City Culture

PURPOSE OF WORKSHOP

The purpose of this workshop is to progress Council's consideration of the Adelaide Park Lands Leasing and Licensing Policy review, following Council feedback provided on the proposed Guiding Principles in October 2025.

Since October 2025, Administration has reviewed and consolidated the matters raised by Council Members and the Kadaltilla / Adelaide Park Lands Authority (Kadaltilla), with a particular focus on lease and licence fee models.

The workshop is intended to provide Council with clarity on the relationship between the Guiding Principles previously discussed and the practical policy settings under consideration, particularly those relating to fees.

Following this workshop, Administration plans to incorporate the feedback obtained across multiple workshops and present an updated draft Park Lands Leasing and Licensing Policy for consideration by Kadaltilla and Council.

KEY QUESTIONS

1. What are Council Members' views on proposed updates to the Park Lands Leasing and Licensing Policy?

- END OF REPORT -

Our Community

Park Lands Leasing and Licensing Policy Workshop

Seeking feedback on proposed updates to the Adelaide
Park Lands Leasing and Licensing Policy Workshop

City Culture
Jennifer Kalionis
5 May 2026

Guiding Principles

- On 7 October 2025, Administration sought feedback on the following draft policy Guiding Principles:
 - Strategic Alignment
 - Sustainability and Stewardship
 - Inclusive and Equitable Access
 - Good Governance

What Administration Heard (see next slide)

- General support for the Guiding Principles.
- Capacity to pay should be considered and the impacts on smaller organisations.
- Need to differentiate between community organisations and educational institutions.
- A need for Council Members to understand the impact on lessees/licensees of proposed fee changes.

This Workshop

- Today's workshop demonstrates the impact of the proposed fees across the lessee and licensee categories.

Park Lands Leasing and Licensing Policy

October Workshop



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What we heard	How we are actioning
Need to differentiate organisation types (e.g. education vs community)	Discussed in this workshop
Capacity to pay should be considered, and the impacts on smaller organisations	Discussed in this workshop
Clarity on how lessee contributions to assets are reflected in fees	Discussed in this workshop
Importance of stewardship	Discussed in this workshop
Support fundraising while avoiding over-commercialisation to ensure fairness to nearby bricks and mortar businesses	Included in Policy update
Support for EOI process	Included in Policy update
Management of subletting	Included in Policy update
Need for stronger reporting and accountability, including impacts on residents and ratepayers	Included in Policy update

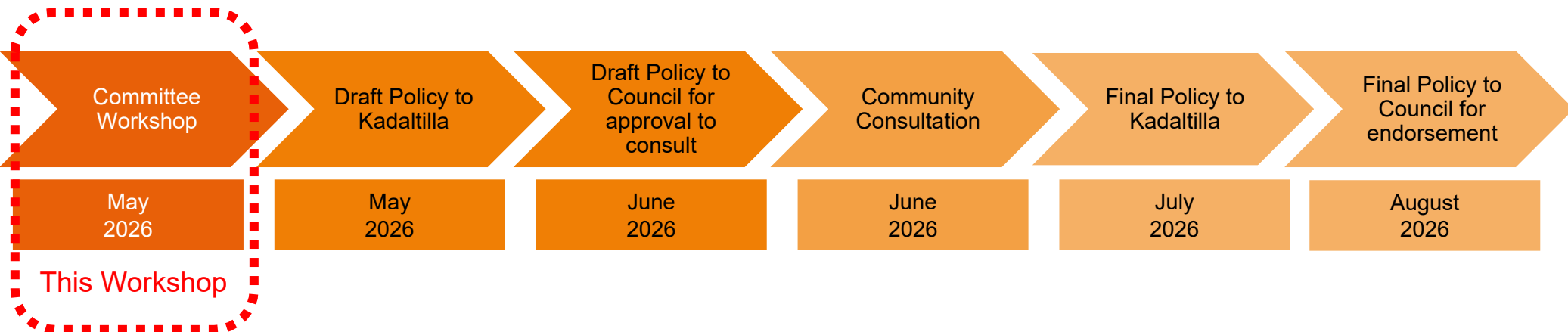
KEY QUESTION

What are Council Members' views on the proposed updates to the Park Lands Leasing and Licensing Policy?

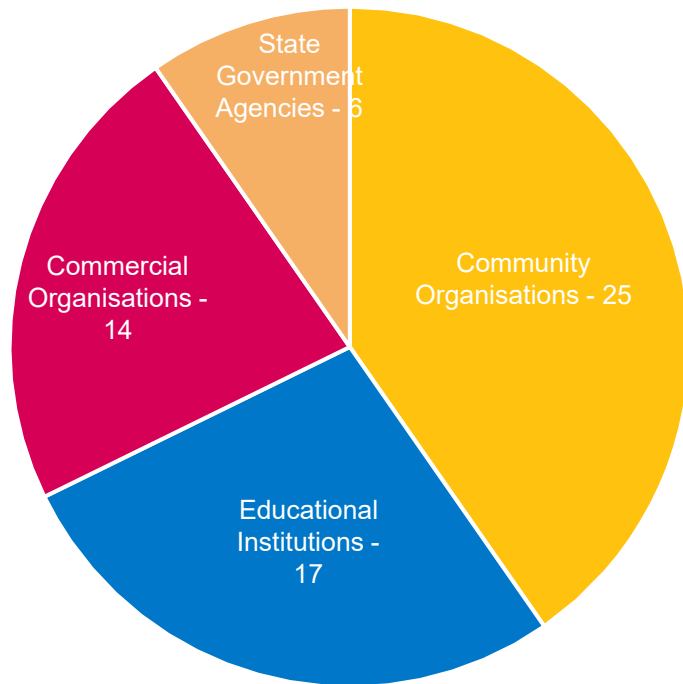
Park Lands Leasing and Licensing Policy Timeline



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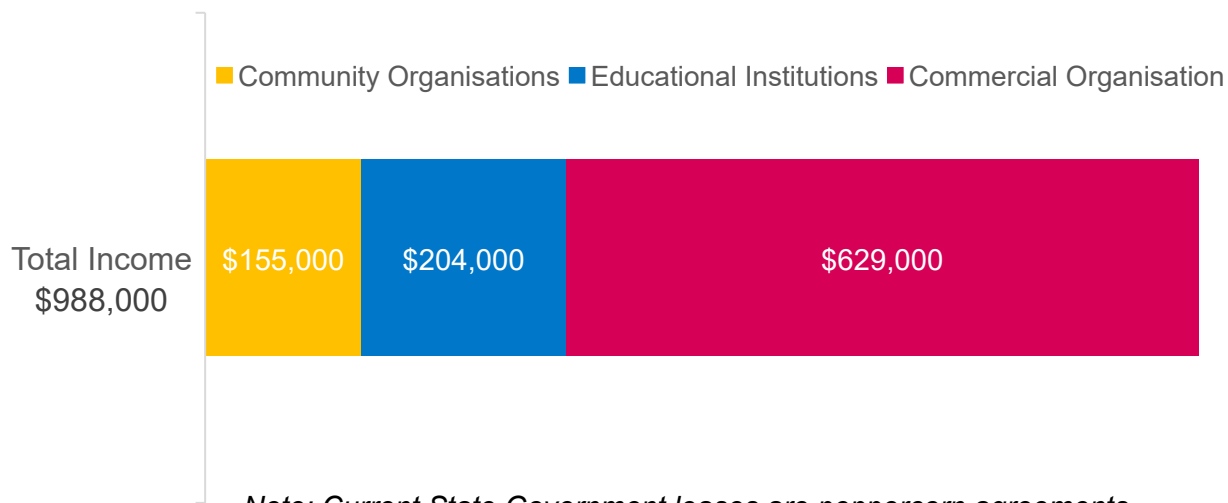


62 Agreements (>12 months)



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Park Lands Lease and Licence Fees - 2024/25



Park Lands Leasing and Licensing Policy

Policy Context



[Adelaide Park Lands Management Strategy](#)

Informs the:

- Park Lands landscape and where certain activities can occur (e.g. organised sport), and where built form is appropriate
- Nature of Park Lands development and intensification
- Appropriateness of leasing and licensing locations

Adopted June 2025



[Adelaide Park Lands Community Buildings \(Sport and Recreation\) Policy](#)

Informs the process for redeveloping a Community Building

Identifies design principles and essential Community Building elements (e.g. public toilets, drinking fountains)

Adopted December 2024



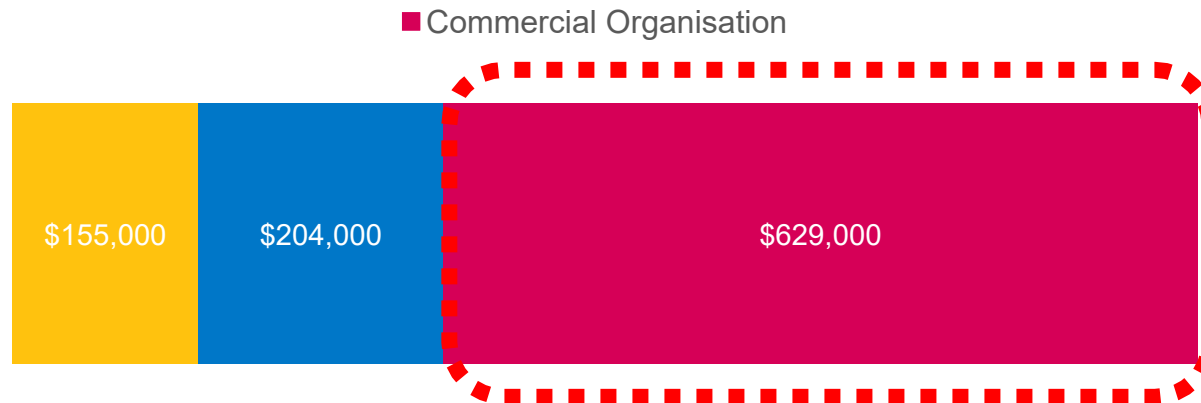
[Adelaide Park Lands Leasing and Licensing Policy](#)

Informs who can be granted a lease or licence and:

- what they are permitted to do
- how long they can occupy the area
- how much they will pay in fees

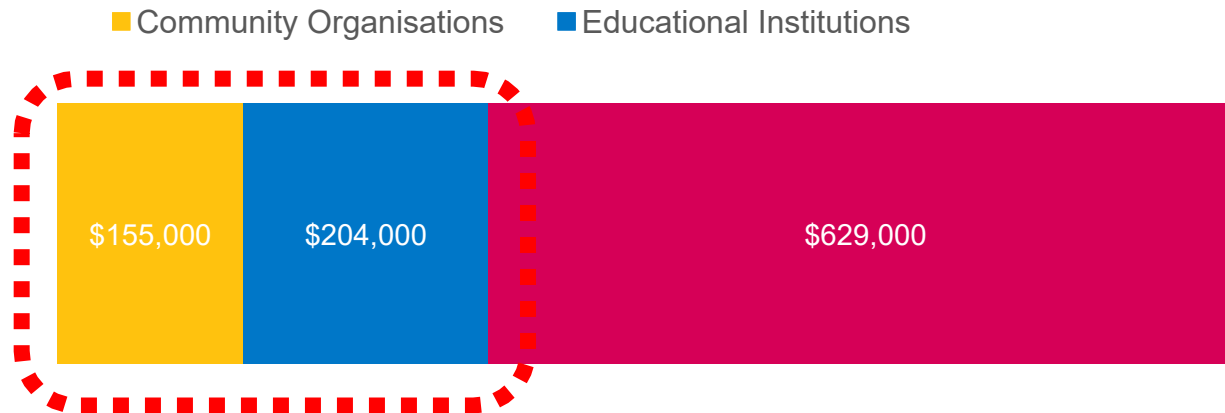
Adopted 2016 – needing update

Commercial Lessees/Licensees – Current and Proposed



- Commercial lease and licence agreements represent two-thirds of all Park Lands lease and licence income.
- Commercial fees are informed by independent market valuations, with annual indexing (e.g. CPI) and periodic reviews. This is consistent across the sector.
- Examples include Tree Climb and Victoria Park Social Club.
- It is proposed that this practice continue.

Non-Commercial Lessees/Licensees – Current



- Non-commercial lease and licence agreements represent only one-third of all Park Lands lease and licence income (\$359,000).
- There are two types of non-commercial lessees/licensees:
 - Community Organisation – not-for-profit community group, sports and recreation club or association
 - Educational Institution – university, government or independent school

Lease Fees

- Lease fees were originally determined through an independent valuation of an unimproved structure and commenced at \$50 per square metre with discounts of 80% and 70% applied to community organisations and educational institutions, respectively.
- With the adoption of the 2016 Leasing and Licensing Policy, the lease fee was fixed at \$55 per square metre, less applicable discounts. Consequently, the indexed lease fee was reset to \$55 upon execution of each new lease.
- In 2025/26, lease fees were incorporated into CoA's Fees and Charges to ensure annual indexing of the base rate, as shown below.

Lessee Category	2025/26 Lease Fee	2026/27 Lease Fee
Community Organisation	Building Floor Area x \$11.00 per sqm	\$11.40 per sqm
Educational Institution	Building Floor Area x \$16.50 per sqm	\$17.10 per sqm

Licence Fees

- Licence fees are determined annually through CoA's Fees and Charges and are periodically benchmarked against the sector.
- Open playing fields are charged a per-hectare rate, whilst courts are charged per court.
- Fees for Educational Institutions are double the fees for Community Organisations.

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Licensee Category	Element (maintained by licensee)	2025/26 Licence Fee
Community Organisation	Open playing fields	\$814 per hectare
	Open courts	\$169 per court
Educational Institution	Open playing fields	\$1,628 per hectare
	Open courts	\$338 per court

Non-Commercial Lessees/Licensees – Proposed



It is proposed to go from two to three types of non-commercial lessees and licensees:

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Community Organisation

- Not-for-profit clubs and community groups that are incorporated associations (including alumni clubs that are incorporated).
- Typically, a sports club or association, including State Sporting Association.

Education – City-Based / Government

- All government schools, irrespective of their campus location (e.g. Norwood/Unley Rowing).
- Non-government educational institution with their principal campus located in the city.
- Typically, a government or independent school, college or university.

New Category

Education – Non-City Based

- Non-government educational institution or university that has its main campus located outside the city.
- Typically, an independent school, college or university.

Non-Commercial Leases – Proposed



Lease Fees

- Lease fees for Council-owned community buildings will continue to be based on floor area.
 - No change, indexed annually by CPI
- A new lease fee will be introduced for Educational Institutions which are not based in the city.
- Lease fees will increase annually in accordance with the indexing of CoA's Fees and Charges.

Lessee Category	2025/26 Lease Fee	Proposed 2026/27 Lease Fee
Community Organisation	\$11.00 per sqm	\$11.40 per sqm
Education – City-Based / Government	\$16.50 per sqm	\$17.10 per sqm
New Category - Education - Non-City-Based	\$16.50 per sqm	\$22.80 per sqm

Community Building Redevelopment

Fully Self-Funded

- Where a community building is redeveloped entirely at the lessee's cost, resulting in a new asset owned by the lessee, a ground lease will be granted, with lease fees applied in accordance with the prescribed square metre rate.

Co-Funded by CoA

- Where CoA contributes to the redevelopment of a community building, the lease fee will be determined through negotiation and will take into account:
 - The value of the redeveloped community building (independently determined)
 - The lessee's financial contribution to the redevelopment
 - The lessee's capacity to pay
- The negotiated lease fee will be approved by Council Members.

Non-Commercial Licenses– Proposed



Licence Fees

- Licence fees for sports fields and courts will be based on area.
- Licence fees will be doubled for restricted access (e.g. locked tennis courts).
- A new licence fee will be introduced for Educational Institutions which are not based in the city.
- Licence fees will increase annually in accordance with the indexing of CoA's Fees and Charges.

Licensee Category	Element	2025/26 Licence Fee	Proposed 2026/27 Licence Fee
Community Organisation	Open playing fields	\$814 per hectare	\$842.50 per hectare
	Open courts	\$169 per court	
Education – City-Based / Government	Open playing fields	\$1,628 per hectare	\$1,685.00 per hectare
	Open courts	\$338 per court	
New Category - Education - Non-City-Based	Open playing fields	\$1,628 per hectare	\$2,527.50 per hectare
	Open courts	\$338 per court	

How will lessees be impacted with changes to lease fees?

The following organisations hold Council approved long-term contractual lease agreements, with lease fees that can't be amended until the expiration of the lease:

- ACSARA (Park 21W)
 - Adelaide Comets FC (Park 24)
 - Adelaide High School (Rowing Club)
 - Adelaide University (Parks 10 and 12 and Rowing Club)
 - PAC (Park 9 and Rowing Club)
 - SACA (Park 25)
 - Tennis SA (Park 26)
-
- For the following organisations currently in lease negotiations with Council for endorsement, and with public consultation on the draft agreements completed, it is proposed that the lease fees are calculated as per the current Leasing and Licensing Policy:
 - Adelaide Archery Club (Park 10) - \$2,361 (indexed annually)
 - Blackfriars Priory School (Park 2) - \$3,937 (indexed annually)
 - West Adelaide FC (Park 27B) - \$4,271 (indexed annually)
 - Any future leases negotiated once the revised policy is adopted will reflect the new settings

Non-Commercial Lease Fees – Proposed



How will lessees be impacted by changes to lease fees?

Lessee Category	Current Annual Lease Fee (25/26)	Proposed Annual Lease Fee*	Difference	Timing
Education - Non-City-Based				
• Pembroke College – Park 17	\$4,156	\$5,742	+ \$1,586	Sept 2026
• St Peters College – Rowing	\$9,105	\$13,472	+ \$4,367	Feb 2027
		Sub-Total	+ \$5,953	
• PAC – Park 15	\$2,624	\$3,625	+ \$1,001	2029/30
• Wilderness School – Park 6	\$3,004	\$4,149	+ \$1,145	2029/30
• Scotch College – Rowing	\$5,978	\$8,140	+ \$2,162	2029/30
• Pembroke College – Rowing	\$6,356	\$10,602	+ \$4,246	2029/30
		Total	+ \$14,507	

* Figures are not CPI adjusted beyond 2026/27

Non-Commercial Licenses – Proposed



How will licensees be impacted by the changes to licence fees?

- Where applicable, all agreements enable an annual review of licence fees in accordance with CoA’s Fees and Charges.
- The proposed decrease in licence fees for community organisations is due to sports courts, greens and pistes being assessed by area rather than per item.

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Licensee Category	Current Annual Licence Fee	Proposed Annual Licence Fee	Difference
Community Organisation			
• South Park Hockey and Tennis – Park 20	\$5,408	\$1,842	- \$3,566
• SAUCNA – Park 22	\$4,056	\$1,561	- \$2,495
• South Terrace Croquet Club – Park 17	\$676	\$276	- \$400
• Club de Petanque – Park 20	\$338	\$126	- \$212
• SA Croquet – Park 17	\$1,014	\$861	- \$153
		Sub-Total	- \$6,826

Non-Commercial Licenses – Proposed

How will licensees be impacted by the changes to licence fees?

- The proposed decrease in licence fees for education institutions (city-based) is due to sports courts, greens and pistes being assessed by area rather than per item.

Licensee Category	Current Annual Licence Fee	Proposed Annual Licence Fee	Difference
Education – City-Based / Government			
• Adelaide High School – Park 24	\$15,936	\$14,159	- \$1,777
• CBC – Park 17	\$1,690	\$499	- \$1,191
		Sub-Total	- \$2,968
Education - Non-City-Based			
• Blackfriars Priory School – Park 2	\$5,096	\$6,390	+ \$1,294
• Wilderness School – Park 6	\$8,820	\$11,884	+ \$3,064
• PAC – Parks 9 and 15	\$6,838	\$10,615	+ \$3,777
• Pembroke College – Park 17	\$9,459	\$14,685	+ \$5,226
		Sub-Total	+ \$13,361
		Total	+ \$3,567

How will lessees and licensees be impacted by the change in fee approach?

Lessee/Licensee Category	Forecast <u>Lease</u> Fees Difference in 2026/27	Forecast <u>Licence</u> Fees Difference in 2026/27
Community Organisation	Nil	-\$6,826
Education – City-Based / Government	Nil	-\$2,968
Education - Non-City-Based	\$5,953	\$13,361
Sub-Total	\$5,953	\$3,567
2026/27 Lease and Licence Fee Forecast Income Difference	\$9,520	

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The largest increase in lease and licence fees in the short term will be experienced by the following organisations:

Lessee/Licensee	Annual Increase	Weekly Increase
Pembroke College (from Sept 2026)	\$6,812	\$131
St Peters College Rowing (from Feb 2027)	\$4,367	\$84
PAC (from Sept 2026)	\$3,777	\$73

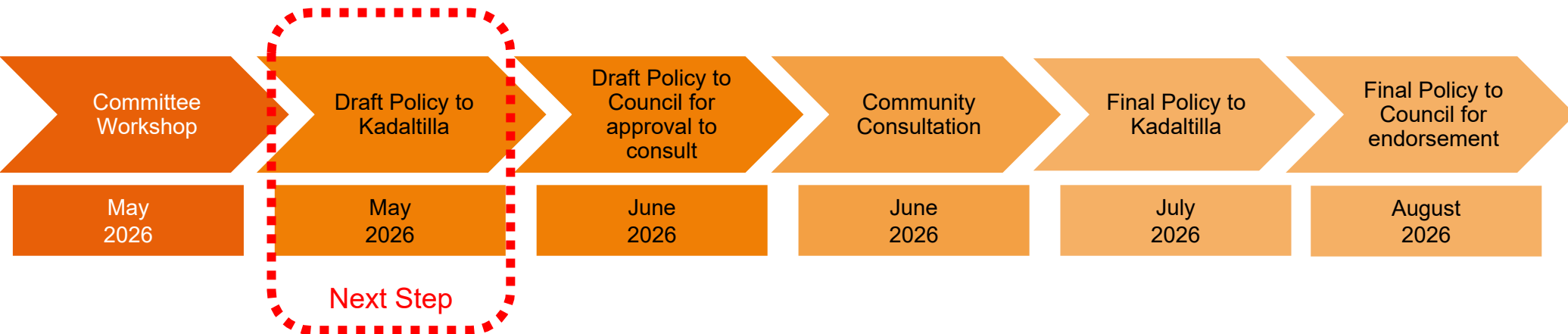
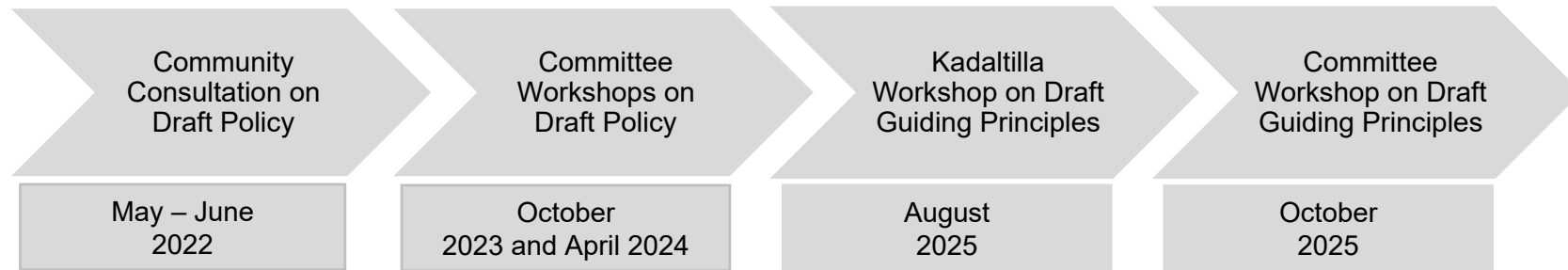
Incentivising Community Stewardship

- Lessees and licensees will be able to reduce lease and licence fees by delivering measurable community benefits. Eligible actions may include:
 - Opening facilities as safe refuges for vulnerable community members during extreme weather events
 - Participating in Park Lands initiatives, such as tree planting, weed management, and community clean-up activities
 - Delivering environmental sustainability initiatives, including actions to reduce waste sent to landfill and recycled water.
 - Supporting shared use arrangements, including educational institutions co-locating with community organisations
 - Enabling access for non-sporting community groups to use facilities for meetings, programs, and events that are open and accessible to the public (excluding private or commercial functions)
 - Implementing inclusive practices that promote diverse and affordable access and participation
- Fee reductions or rebates will be assessed and applied retrospectively in the following year, based on demonstrated delivery of eligible community benefit actions.

Park Lands Leasing and Licensing Policy Timeline



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KEY QUESTION

What are Council Members' views on the proposed updates to the Park Lands Leasing and Licensing Policy?

Purpose

- The Leasing and Licensing Policy provides a framework for managing Park Lands community land for public benefit.

Lease v Licence

- Lease – contractual right to exclusive occupation (eg CoA owned Building)
- Ground Lease – the lessee owns the improvements (eg the building) and CoA retains ownership of the land
- Licence – contractual right to first right of use (eg playing fields)

Current Context

- Over 60 community and commercial lease and licence agreements operate across the Adelaide Park Lands.
- These agreements support health, wellbeing, social connection, and activation.



Commercial

- Including CoA, most councils use market valuations to determine commercial lease and licence fees.

Non-Commercial Lease Fees (Rent)

- The City of Adelaide (CoA) applies a flat rate across all leased buildings, with fixed discounts of 70% (education) and 80% (community).
- Most councils base lease fees on a percentage of the asset value and apply, on average, an 85% discount to this calculation. Some councils link discounts to performance.
- CoA places all building maintenance responsibilities on its lessees. Most councils are either fully responsible for maintenance or share maintenance responsibilities with lessees.

Non-Commercial Licence Fees

- CoA licence fees are comparable with other councils that charge fees for the use of playing fields, sports courts, etc.
- However, CoA fees are relatively high when taking into consideration maintenance responsibilities, as CoA places all responsibility on its lessees.
- It is common practice for licence fees to be higher where community access is restricted

Park Safe Review - On-Street Parking in the City of Adelaide

Strategic Alignment - Our Community

Public

Tuesday, 5 May 2026

City Community Services and Culture Committee

Program Contact:

Steve Zaluski, Associate Director Regulatory Services

Approving Officer:

Jo Podoliak, Director City Community

EXECUTIVE SUMMARY

The purpose of this report is to respond to the 24 February 2026 Council resolution to review the operation of Park Safe, including the legal framework, the application of human oversight and discretion prior to expiation, relevant enforcement data, and options to strengthen fairness, proportionality and transparency in the digital expiation process.

The Park Safe vehicle was funded through a quarterly budget review as considered by Council in the 2021-2022 Quarter 2 Finance Report on 8 February 2022 ([Item 10.11 – Link 1](#)), and as noted in Attachment A of the Quarter 2 Capital Works Status Report ([Item 10.13 Link 2](#)) on 8 February 2022. Following this decision, the City of Adelaide has utilised mobile, vehicle-based monitoring of parking in the city to complement its team of Parking and Information Officers (PIOs). Monitoring on-street parking supports accessibility, keeps the city safe and ensures effective traffic flow.

A review of the process has been undertaken. This report outlines:

- An independent review of the end-to-end process involving Park Safe has confirmed all processes are compliant within relevant legislation and data privacy considerations.
- Numerous points of human interaction occur in the process of using Park Safe technology to support compliance activities.
- Recent action to increase community awareness regarding Park Safe and parking more broadly.
- Data collection and analytics to identify priority parking locations for review, in addition to the times and locations where Park Safe technology is best aligned, or where on-foot PIOs is preferred.
- Updates to the Standard Operating Procedures.

The next phase of implementation will involve using Park Safe technology to support monitoring compliance in paid parking bays, which are located in the highest demand areas of the city. This will occur following a targeted communication campaign, in locations prioritised by objective compliance data.

RECOMMENDATION

The following recommendation will be presented to Council on 12 May 2026 for consideration

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

1. Notes the report as contained in Item 7.1 on the Agenda for the Meeting of the City Community Services and Culture Committee held on 5 May 2026.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Places Convenient and accessible on-street parking supports the city economy and liveability.
Policy	Use of the technology supports effective delivery of existing services which meet Council's On-Street Parking Policy, and compliance with the Australian Road Rules.
Consultation	Not as a result of this report
Resource	Park Safe technology is funded in operational budgets. Parking & Information Officers use the technology as one of many tools to support evidence gathering within their compliance monitoring activities.
Risk / Legal / Legislative	Expiations are issued according to offences in the Australian Road Rules. Legal considerations regarding the technology and processes implemented have been assessed.
Opportunities	Data validates Park Safe is increasing parking compliance and delivering efficiency in Council resources. There is scope for opportunities to continue expanding on these benefits.
25/26 Budget Allocation	The 2025/26 Business Plan and Budget included funding for a second Park Safe vehicle, which has been procured. The second vehicle has been focused on data collection and supporting the monitoring of existing zones covered by the first vehicle.
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Council has engaged a supplier on a subscription model for software and hardware whereby we pay a monthly fee rather than outright ownership. The vehicles are standard EVs managed in line with Council guidelines.
26/27 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Ongoing software, hardware and maintenance costs are covered in existing operational budgets.
Other Funding Sources	Not as a result of this report

DISCUSSION

Background:

1. At the 24 February 2026 meeting, Council requested Administration review the operation of Park Safe, including the legal framework, the application of human oversight and discretion prior to expiation, relevant enforcement data, and options to strengthen fairness, proportionality and transparency in the digital expiation process. Minutes of this meeting provided as [Link 3](#).
2. On 14 October 2025 a report was presented to Council regarding the use of Park Safe technology, including expiation data, volume and trends of customer reviews, explanation of the process, public communication issued, and examples of the positive outcomes delivered across service coverage, traffic flow, parking accessibility and workforce benefits. The report is available at [Link 4](#).
3. The Park Safe vehicle was funded through a quarterly budget review as considered by Council in the 2021-2022 Quarter 2 Finance Report on 8 February 2022 ([Item 10.11 Link 1](#)), and as noted in Attachment A of the Quarter 2 Capital Works Status Report ([Item 10.13 Link 2](#)) on 8 February 2022. Following this decision, the City of Adelaide has utilised mobile, vehicle-based monitoring of parking in the city to complement its team of Parking and Information Officers (PIOs). Monitoring on-street parking supports accessibility, keeps the city safe and ensures effective traffic flow.
4. In all zones monitored by Park Safe, vehicles are not permitted to stop for any length of time as per the Australian Road Rules.
5. The zones currently monitored via Park Safe are:
 - 5.1. Bus Lanes/Zones – supporting traffic flow and efficient public transport.
 - 5.2. No Stopping/No Standing Zones – generally in place for safety reasons.
 - 5.3. Yellow Edge Lines – generally in place for safety reasons.
 - 5.4. Taxi Zones – supporting passenger loading and the Taxi community.
 - 5.5. Residential Parking Permit Zones – supporting convenient parking for CoA residents.
 - 5.6. Parking on Park Lands – supporting the protection of our Park Lands and users.
6. The requirements for parking legally or seeking a review of an expiation issued have not changed with the implementation of Park Safe. The service remains the same, however instead of on foot, a PIO is in a vehicle.
7. The system that supports Park Safe is used in other jurisdictions including Queensland and Western Australia.

Process Review

8. A review of Park Safe operations has been undertaken, focusing on the legal framework, the application of human oversight and discretion, relevant enforcement data, and options to strengthen fairness, proportionality and transparency in the digital expiation process. Outcomes against each of these aspects is discussed further below.
9. At the 5 May 2026 Confidential CEO Briefing, information was provided regarding specific scenarios, examples of evidence gathered, the Standard Operating Procedures (SOPs) guiding PIOs, and the considerations PIOs make in progressing or disregarding potential breaches.
10. **Legal Framework**
 - 10.1. Following the 24 February 2026 Council resolution, an external legal review was commissioned regarding the end-to-end process City of Adelaide (CoA) undertakes when using Park Safe technology, from the perspective of compliance with relevant Acts and Regulations.
 - 10.2. The review incorporated:
 - 10.2.1. Process documentation such as CoA's Privacy Policy, SOPs and expiation notice templates.
 - 10.2.2. A sample of expiation reviews requested by customers for expiations issued via Park Safe.
 - 10.2.3. Shadowing PIOs in the process both in the Park Safe vehicle and reviewing afterwards.
 - 10.2.4. Consideration of relevant Acts and Regulations.

- 10.3. The review found that Council's processes are lawful and rigorous, and the use of Park Safe vehicles to gather evidence is entirely appropriate in the statutory context in which they are used. The review confirmed all processes comply with Council's Privacy Policy.
- 10.4. Consideration was also given to recent legislative changes in New South Wales regarding the use of parking enforcement technology. Advice confirmed that the state of the law in New South Wales in respect of the issue of expiation notices has no impact on the process in South Australia.

11. Human Oversight and Situational Discretion

- 11.1. At all times a trained PIO is responsible for determining what action, if any, should be taken when a potential offence is captured through the Park Safe vehicle.
- 11.2. When a potential offence is observed, a series of high-quality images are taken. These are then reviewed by a trained PIO to determine what action, if any, should be taken. This can involve the PIO discarding the photos if there is insufficient evidence or it demonstrates an expiation shouldn't be issued.
- 11.3. A trained PIO is always driving the Park Safe vehicle, ensuring they are able to provide contextual commentary on potential offences if required.
- 11.4. If a PIO determines the available evidence demonstrates an offence has occurred, the information is progressed and registered vehicle owner details are requested from the Department of Infrastructure and Transport (DIT).
- 11.5. Once vehicle owner details are returned from DIT, all information is reviewed again by a trained Officer for final consideration before issuing an expiation. Should concerns be raised at this point, the potential expiation is discarded.
- 11.6. Once confirmed, the expiation is mailed out to the vehicle's registered owner.
- 11.7. On average, expiations are received by the vehicle's registered owner between 8-10 days after the offence occurred.
- 11.8. Images of the process are provided for further clarity in [Link 5](#).
- 11.9. As part of the recent review, a trial occurred to assess the evidence being gathered to consider all elements trained PIOs encounter and consider when reviewing Park Safe information.
 - 11.9.1. The review focused on contextual information relating to vehicles which claimed to be stopping for a short time, and the areas and times that Park Safe is deployed.
 - 11.9.2. Following the trial, Administration will update SOPs and conduct reviews annually.
- 11.10. It remains illegal for vehicles to stop for any length of time in zones such as Bus Lanes, Yellow Edged Lines and No Stopping Zones, as per the Australian Road Rules. It is a drivers' responsibility to obey the parking signs accordingly.
- 11.11. Administration notes a draft Kerbside and Parking Management Policy has been submitted for Council consideration as part of the 2026/27 Business Plan and Budget process. Should this bid be supported, the work will develop a new Policy to replace the current On Street Parking Policy, impacting future parking controls and signage.

12. Proactive Communications

- 12.1. A range of proactive steps have been taken to educate and encourage compliance.
- 12.2. External research has been undertaken to understand community awareness of Park Safe and identify potential pain points with parking control signage. The research highlighted:
 - 12.2.1. People who are aware of Park Safe are more likely to hold positive attitudes toward it.
 - 12.2.2. Those who frequent the CBD and North Adelaide areas at least weekly are more likely to understand and agree with Park Safe's purpose.
 - 12.2.3. Just under half of respondents have been unsure if they were parking legally even after reading signs, demonstrating areas where parking signs may be confusing and can be improved.
- 12.3. In parallel with the research, CoA have undertaken the following actions:
 - 12.3.1. Increase in social media content educating the public on parking signage, the Park Safe technology, and how parking non-compliance impacts our community.

- 12.3.1.1. Content has generated constructive online conversations with recent posts leading to 6,745 interactions and 296 shares, reaching 108,196 users. An example is provided as [Link 6](#).
- 12.3.2. Online content created to explain parking signage, which has received strong user engagement – 2,747 page views during campaign period, [Link 7](#).
- 12.3.3. Tailored communication material developed and issued to the taxi and rideshare industries, providing guidance on where to park and compliance tips for these key segments, [Link 8](#).
- 12.3.4. Creation of a digital map enabling the public to proactively identify areas of parking sign confusion for investigation by Administration. [Link 9](#).
- 12.3.5. Use of Park Safe to collect and analyse data on parking behaviour and compliance trends.
- 12.3.6. This information will be used to review and improve parking signage.
- 12.4. CoA's ongoing strategy is to inform and educate the community through proactive messaging highlighting Park Safe operations, along with educative content on existing parking controls and what they achieve for the community.

13. **Current Usage and Compliance Data**

- 13.1. As at the end of Q3 for 2025/26, Park Safe has been used in issuing 27,104 expiations (24% of total expiations issued).
- 13.2. Council has received 2,363 (8.7%) requests for review from customers, with 702 (2.6%) withdrawn.
- 13.3. Expiations issued through Park Safe have increased as the usage and zones monitored increase. For example, expiations via Park Safe increased in 2024/25 due to commencing use after hours within Residential Permit Parking Zones, in response to concerns raised by residents.
- 13.4. In 2025/26 a second Park Safe vehicle commenced, predominantly focused on data collection, while supporting compliance monitoring of existing zones when needed.
- 13.5. Analysis of data collected through Park Safe, paid parking terminals and in-ground sensors is improving CoA's understanding and evidence-based approach to compliance monitoring.
 - 13.5.1. The vast majority of drivers comply with parking requirements.
 - 13.5.2. There are streets and zones where lower compliance consistently occurs.
 - 13.5.3. Specific to paid parking bays, which are located in the highest areas of demand, many streets achieve over 75% compliance, however some streets fall significantly below this, impacting visitation for surrounding businesses.
- 13.6. Compliance metrics available at individual street level will be used to prioritise the approach to future education and compliance monitoring initiatives focused on improving access in these locations.
- 13.7. Use of Park Safe and data analytics will enable CoA to measure the impact of our education and compliance efforts on the community's ability to access parking and do the right thing.

14. **Fairness & Transparency**

- 14.1. The purpose of monitoring on-street parking is to maintain accessibility, keep the city safe and ensure effective traffic flow.
- 14.2. CoA receives an average of 290 calls per month from community members seeking support due to vehicles parking illegally, impacting their ability for fair parking access within the City.
- 14.3. Anyone who receives a parking expiation is able to request a review.
- 14.4. Requests for reviews occur regardless of whether expiations are issued by a PIO on foot or in Park Safe, as the reason a vehicle is parked in any location is generally unknown at the time of the offence.
- 14.5. The ratio at which drivers request to review an expiation issued by Park Safe compared to traditional approaches is shown below, based on 2025/26 (to end of Q3) data:

Method	Expiations Issued	% of Expiations Reviewed	% of Expiations Withdrawn	% of Reviews Resulting in Withdrawal
Park Safe	27,104	8.7% (2,363)	2.6% (702)	30%
Traditional/On-foot	86,313	4% (3,439)	1.6% (1,394)	41%

14.6. The higher ratio of reviews for expiations issued via Park Safe is not unexpected given the higher dollar value of expiations issued via Park Safe. It is generally accepted that the higher the expiation amount, the more likely is it for a review to be sought.

14.7. SOPs are in place to guide staff in determining whether an expiation should be issued, as well as processing a request for an expiation review.

14.8. As noted in point 11.9.2, SOPs will be updated following the recent review and reviewed on an annual basis.

15. Proportionality

15.1. For all zones currently monitored by Park Safe, vehicles are not permitted to stop for any length of time as per the Australian Road Rules.

15.2. Expiation values are set by the State Government and are not within Council’s remit to alter.

15.3. Expiation values are based on the offence type, and are the same amount regardless of whether issued via Park Safe or a PIO on foot.

15.4. The average dollar value of expiations issued via Park Safe is higher than foot patrols due to the greater expiation value for offences within zones Park Safe currently monitors, such as Stopping in a Bus Zone (\$329) or No Stopping Zone (\$118), in comparison to offences for overstaying a time-limited parking bay (\$65) issued by PIOs on foot.

Year	Expiations Issued via Park Safe	% of Total Expiations Issued
2021/22	0 (trial & education only)	N/A
2022/23	2,508	2%
2023/24	7,874	6%
2024/25	31,373	21%
2025/26 (Q1, Q2 & Q3)	27,104	24%

Future Use of Park Safe

16. The expansion of zones monitored by Park Safe will include paid parking bays, followed by time-limited (unpaid) parking bays.

17. Benefits of using Park Safe to support monitoring paid parking zones includes:

17.1. Paid parking bays are located in the highest-demand areas where regular turnover and compliance to the time limit is critical to local businesses and stakeholders.

17.2. Clear evidence will exist between the time-stamped images taken by Park Safe and the payment interaction captured on payment terminals.

18. Time-limited (unpaid) parking bays are intended to follow, with the larger geographical areas covered by these controls providing scope for more efficient service delivery via modern technology.

19. Data gathered during the monitoring of expanded zones will support the development of a draft Kerbside and Parking Management Policy, if supported as part of the 2026/27 Business Plan and Budget process.

20. Prior to expanding into other zones, a public awareness campaign will be undertaken:

20.1. Signage will be placed on initial streets to be monitored identifying the use of technology.

20.2. Compliance monitoring will be prioritised by streets with lower compliance metrics.

DATA AND SUPPORTING INFORMATION

Link 1 – Quarter 2 Finance Report on Council Agenda 8 February 2022 (Item 10.11)

Link 2 – Quarter 2 Capital Works Report on Council Agenda 8 February 2022 (Item 10.13)

Link 3 – Minutes of 24 February 2026 Council Meeting

Link 4 – 14 October 2025 Park Safe Report

Link 5 – Park Safe Enforcement Process

Link 6 – Example of Facebook content

Link 7 – Online content – Parking Signs

Link 8 – Park Safe brochure

Link 9 – Digital Parking Sign Map

ATTACHMENTS

Nil

- END OF REPORT -

Park Lands Lease Consultation Findings

Strategic Alignment - Our Community

Tuesday, 5 May 2026

City Community Services and
Culture Committee

Program Contact:

Jennifer Kalionis, Associate
Director City Culture

Public

Approving Officer:

Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to provide an overview to Council of the outcomes from the public consultation, conducted from Friday 9 January 2026 to Thursday 12 February 2026, on three draft Park Lands Lease Agreements. The consultation highlights that the community are in favour of the draft Lease Agreements.

The report also seeks Council's approval to execute:

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

And submit to Parliament a:

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

This matter was considered by Kadaltilla / Adelaide Park Lands Authority on Thursday 23 April 2026.

RECOMMENDATION

The following recommendation will be presented to Council on 12 May 2026 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 three draft Park Lands Lease Agreements between the City of Adelaide and the respective lessees as contained in Attachment A to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee held on 5 May 2026.
 2. Authorises the Chief Executive Officer or delegate to grant a 9-year Park Lands Lease Agreements between the City of Adelaide and Blackfriars Priory School for Denise Norton Park / Pardipardinyilla (Park 2) as contained in Attachment B to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee held on 5 May 2026.
 3. Authorises the Chief Executive Officer or delegate to grant a 15-year Park Lands Lease Agreement between the City of Adelaide and Adelaide Archery Club for Bullrush Park / Warnpangga (Park 10) and a 21-year Park Lands Lease Agreement between the City of Adelaide and West Adelaide Soccer Club for Mary Lee Park / Tulya Wardli (Park 27B) as contained in Attachments C and D to Item 7.2 on the Agenda for the meeting of the City Community Services and Culture Committee held on 5 May 2026, subject to both leases being placed before Parliament in accordance with the *Adelaide Park Lands Act 2005* (SA).
-

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 Plans and the Adelaide Park Lands Leasing and Licensing Policy (2016).
Consultation	Public consultation on the draft Lease Agreements took place over a five-week period per the City of Adelaide’s Community Consultation Policy.
Resource	The granting of new Park Lands Community Lease Agreements will be undertaken within current operational resources.
Risk / Legal / Legislative	<u>Adelaide Park Lands Act 2005 (SA)</u> If approved by Council, the draft Lease Agreements for Parks 10 and 27B will be placed before both Houses of Parliament for 14 sitting days with an obligation for the Presiding Members of each House to lay a copy before the respective House within six sitting days of receiving.
Opportunities	By maintaining each Lessee’s presence in their respective parks, the granting of these Park Lands Community Lease Agreements would ensure the continued delivery of sport and recreational benefits, consistent with the objectives of the Adelaide Park Lands Management Strategy and the Community Land Management Plans for Denise Norton Park / Pardipardinyilla (Park 2), Bullrush Park / Warnpangga (Park 10) and Mary Lee Park / Tulya Wardli (Park 27B). The 21-year lease agreement for Park 27B aligns to the clubs’ investments to the proposed redeveloped Community Building that will support community sport and provide accessible facilities for all visitors to Park Lands.
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	The three lessees will generate approximately \$20,400 in total annual revenue, indexed annually for the remainder of each lease term.
Life of Project, Service, Initiative or (Expectancy of) Asset	The proposed lease terms are as follows: Park 2 – 9 years Park 10 – 15 years Park 27B – 21 years
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Each Lease Agreement (Attachments B, C and D) details the proposed maintenance responsibilities of each respective Lessee and the City of Adelaide.
Other Funding Sources	Park 27B – the WASC acquired a State Government grant of \$2m in 2022 to go towards upgrading the sports ground lighting and community building in Park 27B. Of the \$2m grant, \$700,000 has already been utilised to upgrade the sports ground lighting.

DISCUSSION

Background

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

Council Decisions

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

2. Approves granting a nine-year (1 July 2026 to 30 June 2035) Park Lands Community Lease Agreement to Blackfriars Priory School for the community building, playing fields and courts in Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment A to Item 5.2 on the Agenda for the Special meeting of the City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.

Lease Consultation

8. Community consultation on the draft Lease Agreements commenced on Friday 9 January 2026 and was conducted over a five-week period, concluding on 12 February 2026. The consultation process included:
 - 8.1. Publication of public notices (The Advertiser).
 - 8.2. Information on the City of Adelaide and Our Adelaide websites.
 - 8.3. Publication and paid advertisements on social media platforms (Facebook and LinkedIn).
 - 8.4. Copies of the draft Lease Agreements available for viewing at all CoA libraries and community centres.
 - 8.5. Corflute signs displayed at each venue, detailing the community consultation with QR codes directing people to the Our Adelaide webpage.
9. Community feedback was collected and analysed, with a summary provided in **Attachment A**. The Our Adelaide engagement platform page received 2,603 views, generating 1660 visits from 1,475 unique visitors. A total of 145 submissions were received through the online feedback form, representing 133 individual contributions. The analysis indicates community support for the draft Lease Agreements, with an average of 91% of the respondents in agreement with the proposed lease terms and conditions.
10. The primary themes from the feedback received were:

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

Draft Lease Agreements

11. As a result of community feedback and Council Administration's review, two amendments were made to the Park 2 draft Lease Agreement, including the following:
 - 11.1. A Special Condition added to recognise the new sports ground lighting on the new western playing field in Park 2.
 - 11.2. A Special Condition added to recognise Council's responsibility in maintaining the new western oval, i.e. mowing and irrigation and on-charging these costs to BPS.
12. Each Lease Agreement includes a comprehensive maintenance schedule detailing the Lessee's maintenance responsibilities. Adhering to the maintenance schedule will extend the useful life of the assets. Each Lessee will be financially responsible for this maintenance, in addition to maintaining the playing fields/courts.

13. The essential terms of the draft Lease Agreements are as follows:
 - 13.1. Terms:
 - 13.1.1. The proposed lease term for Park 2 is nine years, structured as 5 + 4, with the Lessee having the option to exercise its rights to renew a second four-year term.
 - 13.1.2. The proposed lease term for Park 10 is 15 years, structured as 5 + 5 + 5, with the Lessee having the option to exercise its rights to renew a second and third five-year term.
 - 13.1.3. The proposed lease term for Park 27B is 21 years, structured as 7 + 7 + 7, with the Lessee having the option to exercise its rights to renew a second and third seven-year term.
 - 13.1.4. If a Lessee does not comply with the lease terms, they will forfeit their entitlement to renew the lease. In the case of Park 27B, this gives the Lessee security to realise the benefits of their financial investment while ensuring CoA retains oversight of compliance and performance.
 - 13.2. Building Rent:
 - 13.2.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
 - 13.3. Licence Fees:
 - 13.3.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
 - 13.4. Permitted Use:
 - 13.4.1. Community sport and associated community development (not-for-profit) activities.
 - 13.5. First Right of Use
 - 13.5.1. The playing fields/courts are licensed, providing the Lessee with first rights of use, but not exclusive use.
 - 13.5.2. The Lessee's are required to use reasonable endeavours to make the Community Building and playing fields available for use by not-for-profit community groups and organisations (as per clause 10.1 of each lease agreement).
14. The proposed long-term leases are also reflective of individual circumstances as detailed below:
 - 14.1. Park 2 – CoA's ability to provide four licensed areas was impacted by the positioning of the Adelaide Aquatic Centre Redevelopment project. Subsequently, the school has had two less playing fields whilst the works have been carried out.
 - 14.2. Park 10 – the AAC contributed \$320,000 of its own funds into a community building upgrade project that was completed in December 2024.
 - 14.3. Park 27B – the WASC acquired a State Government grant of \$2m in 2022 to go towards upgrading the sports ground lighting and community building in Park 27B. Of the \$2m grant, \$700,000 has already been utilised to upgrade the sports ground lighting.

Kadaltilla / Adelaide Park Lands Authority

15. This matter was considered by Kadaltilla / Adelaide Park Lands Authority on 23 April 2026.
16. The Board supported the recommendations and sought clarification on measures to enhance broader community use of the proposed leased facilities and asked questions in relation to the lease and licence fee structure.
 - 16.1. Optimising community utilisation of the leased facilities is addressed under clause 10.1 of each lease.
 - 16.2. The lease and licence fees are consistent with the Adelaide Park Lands Leasing and Licensing Policy (Policy) and CoA's Fees and Charges. Proposed updates to the Policy, including lease and licence fee structures to inform future lease negotiations, will be workshopped at this Committee meeting.

Next Steps

17. If approved by Council, the draft Lease Agreements for Parks 10 and 27B will be placed before both Houses of Parliament for 14 sitting days with an obligation for the Presiding Members of each House to lay a copy before the respective House within six sitting days of receiving.
18. WASC's existing Lease will end on 30 June 2026, and will proceed to go into holding over until the legislative process is completed.

ATTACHMENTS

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

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

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

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

- END OF REPORT -

Draft Park Lands Community Lease Agreements – Engagement Summary

Denise Norton Park / Pardipardinyilla (Park 2)

Bullrush Park / Warnpangga (Park 10)

Mary Lee Park (Park 27b)



**Our
Adelaide**



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Draft Park Lands Community Lease Agreement



INTRODUCTION

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

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

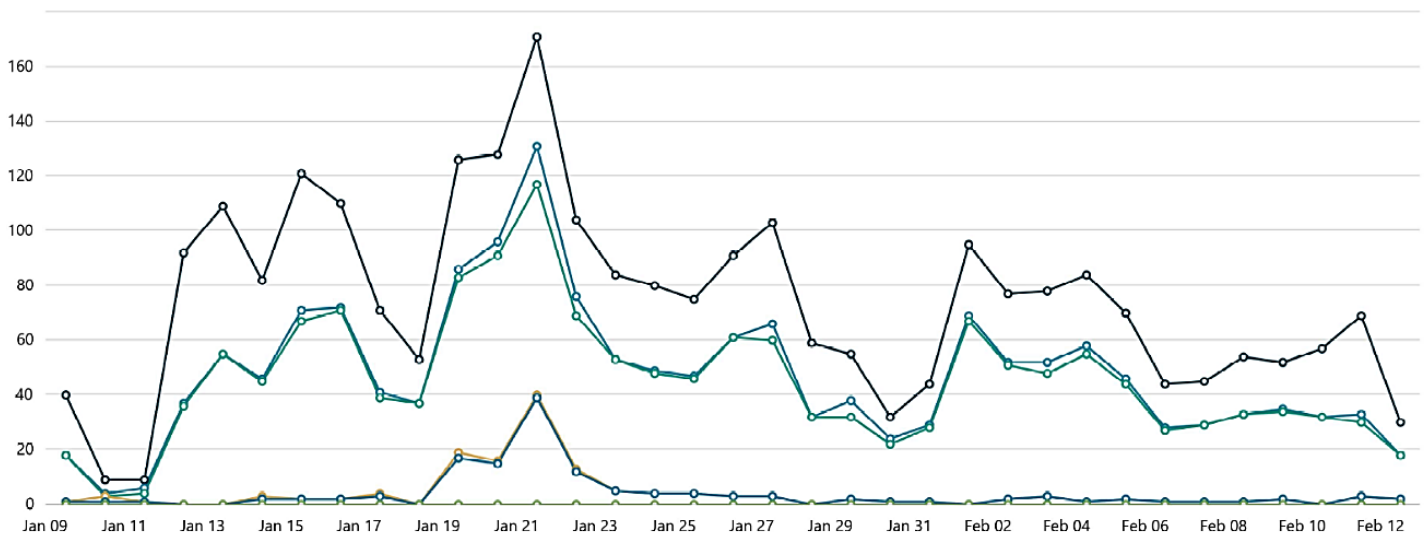
These leases relate to the community use of the associated buildings and playing fields of each park. Each lessee has a long-standing presence on the site and contributes significantly to local sport and recreation.

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

ENGAGEMENT OVERVIEW

Performance Summary

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



2,603
Views

1,660
Visits

1,475
Visitors

145
Contributions

133
Contributors

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

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

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

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

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

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

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

WHO WAS ENGAGED

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

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

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

HOW WE ENGAGED

Community members were informed about the consultation through multiple channels.

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

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

QUANTITATIVE FINDINGS

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

DEMOGRAPHIC OVERVIEW

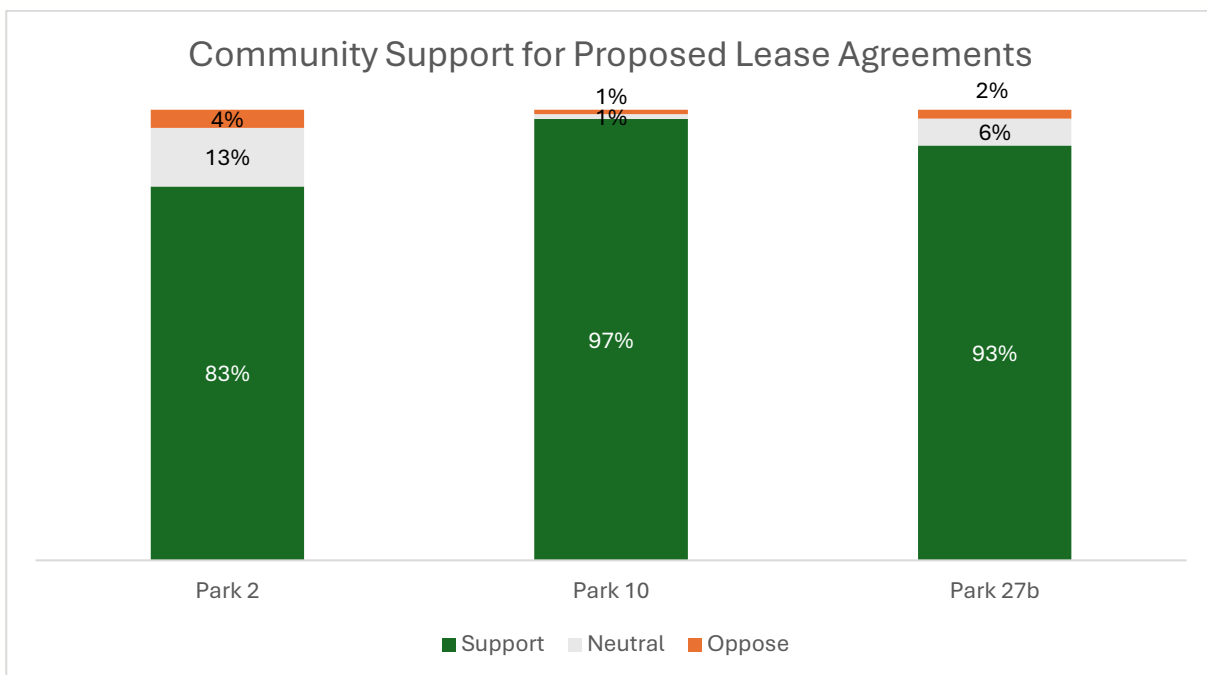
A total of 137 respondents participated in the consultation.

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

COMMUNITY SENTIMENT TOWARD THE PROPOSED LEASES

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

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



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

QUALITATIVE FINDINGS

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

COMMON THEMES ACROSS ALL PARKS

SUPPORT FOR EXISTING ORGANISATIONS AND STEWARDSHIP (32 CONTRIBUTORS)

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

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

Verbatim comments

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

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

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

COMMUNITY SPORT AND RECREATION BENEFITS (41 CONTRIBUTORS)

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

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

Verbatim comments

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

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

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

LEASE CERTAINTY AND LONG-TERM PLANNING (14 CONTRIBUTORS)

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

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

Verbatim comments

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

Contributor ID: 21331

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

Contributor ID: 21244

PROTECTION OF PARK LANDS AND OPEN SPACE (9 CONTRIBUTORS)

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

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

Verbatim comments

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

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

PARK-SPECIFIC FEEDBACK

DENISE NORTON PARK / PARDIPARDINYILLA (PARK 2)

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

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

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

BULLRUSH PARK / WARNPANGGA (PARK 10)

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

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

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

MARY LEE PARK (PARK 27B)

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

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

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

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

CONCLUSION

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

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

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

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

ANNEXURE A – DETAILS OF DATA EXTRACT FROM OUR ADELAIDE

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

Project Title: Draft Park Lands Community Lease Agreements

Tool Type: Form

Activity ID: 536

Exported: Feb 13, 2026, 2:51 PM

Exported By: A. Buxton

Survey Questions Included in the Form:

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

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

ANNEXURE B – METHODOLOGY

Quantitative Analysis

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

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

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

Qualitative Analysis

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

The process involved:

- Reading each comment and identifying the main ideas (such as support for the lease, concerns about costs, or views on access).
- Grouping similar ideas together into key themes.
- Comments were then paraphrased to reflect the key messages shared by multiple participants.

ANNEXURE C – QUANTITATIVE DATA OUTPUTS

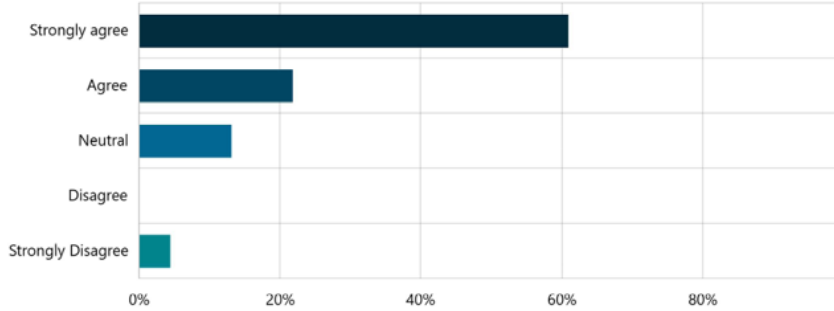
Metric	Park 2	Park 10	Park 27B
Total submissions selecting park	23	72	54
% Strongly Agree	14	62	49
% Agree	5	8	1
% Neutral	3	1	3
% Disagree	0	0	0
% Strongly Disagree	1	1	1
% Support (Agree + Strongly Agree)	83%	97%	93%
% Oppose (Disagree + Strongly Disagree)	4%	1%	2%

Draft Park Lands Community Lease Agreement

Denise Norton Park / Pardipardinyilla (Park 2)

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Denise Norton Park / Pardipardinyilla (Park 2)?

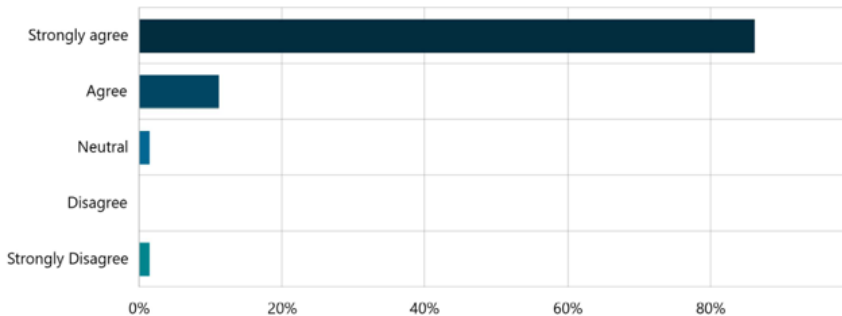
Select Box | Skipped: 122 | Answered: 23 (15.9%)



Bullrush Park / Warnpangga (Park 10)

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Bullrush Park / Warnpangga (Park 10)?

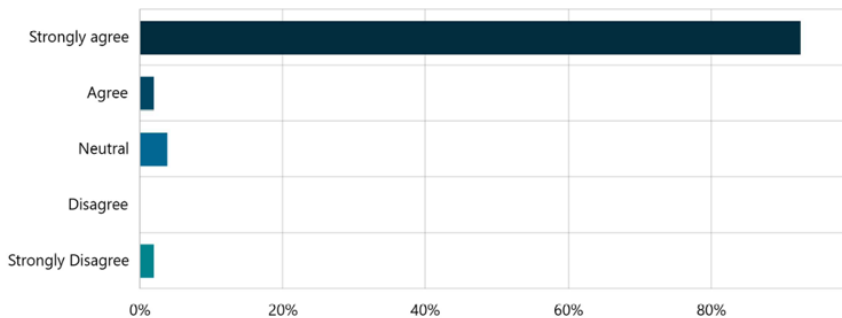
Select Box | Skipped: 73 | Answered: 72 (49.7%)



Mary Lee Park (Park 27b)

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Mary Lee Park (Park 27b)?

Select Box | Skipped: 92 | Answered: 53 (36.6%)



ANNEXURE D – RAW COMMENTS DATA

DENISE NORTON PARK / PARDIPARDINYILLA (PARK 2)

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

Draft Park Lands Community Lease Agreement

**Our
Adelaide**

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

Draft Park Lands Community Lease Agreement

BULLRUSH PARK / WARNPANGGA (PARK 10)

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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement

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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement

MARY LEE PARK (PARK 27B)

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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement

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



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

BLACKFRIARS PRIORY SCHOOL

(Lessee)

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

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

Item 1 Premises	That portion of the Park Lands being the area marked in yellow as marked on the plan attached as Annexure A and known as Denise Norton Park / Pardipardinyilla (Park 2).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Denise Norton Park / Pardipardinyilla (Park 2).	
Item 2 Initial Term	Five (5) years commencing 1 July 2026 (Commencement Date) and expiring at midnight on 30 June 2031.	
Item 3 Renewal(s) (if applicable)	One (1) right of renewal for a further term of four (4) years commencing 1 July 2031 and expiring at midnight 30 June 2035.	
Item 4 Lease Fee	Three thousand, nine hundred and thirty-seven dollars and seventy cents (\$3,937.70) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at 233sqm x \$16.90 per sqm (as at 1 July 2026)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Six thousand, eight hundred and ninety-two dollars and seventy-one cents (\$6,892.71) (inclusive of GST) per annum (subject to annual review*) <i>*Calculated on 3.3 ha of open playing fields and 4 x open courts and maintained by the Lessee.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	
Item 7 Times of Use	1 January – 31 December Monday to Sunday (inclusive) 7.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination	

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

PARTIES

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

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

6. USE OF PREMISES

1. Premises Permitted Use

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2. Park Lands

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3. Offensive activities

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4. Use of facilities

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5. Statutory Requirements

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6. No alcohol

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;

6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or

6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

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

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

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

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

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

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

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

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

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

12.3 **Emergencies**

In an emergency the Council may:

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

12.4 **Works and restrictions**

12.4.1 The Council may:

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

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

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

17.3 Abandoned goods

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

17.4 Holding over

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

17.4.1 either party may terminate on one month's notice given at any time; and

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:

18.1.1.1 in an emergency; or

18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or

18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

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

18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and

18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 **Rights of Council not limited**

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

18.4 **Interest on overdue amounts**

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

19. **INDEMNITY AND RELEASE**

19.1 **Risk**

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

19.2 **Indemnity**

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 **Release**

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

19.4 **Indemnities are independent**

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

20. **GOODS AND SERVICES TAX**

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

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

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

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

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

21. RESUMPTION

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 Grant of Licence

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

25.2 Term of Licence

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

25.3 Licence Fee

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

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

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

25.4 Licence Area Permitted Use

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

25.5 Rates and utilities

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

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

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

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

whether supplied by the Council or any other person.

25.6 **Insurance**

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

25.7 **No assignment or subletting**

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

25.8 **Improvements**

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

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

25.9 **Maintenance of improvements**

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

25.10 **Events on Park Lands within Licence Area**

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

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

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

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

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

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

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

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

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

25.11 To obey policies and direction

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

25.12 Public access

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

Signed for Blackfriars Priory School)
by its authorised delegates:)
)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

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



NOTE - Licence Area = 3.3ha and 4 x courts

Annexure B Maintenance Schedule

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

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

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

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

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

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

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

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of four x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

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

*** Landowner Consent required for all Renewal**



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE ARCHERY CLUB INC

(Lessee)

[Portion of Bullrush Park Warnpangga (Park 10)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Bullrush Park / Warnpangga (Park 10)	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Bullrush Park / Warnpangga (Park 10).	
Item 2 Initial Term	Five (5) years commencing on 1 October 2026 (Commencement Date) and expiring at midnight on 30 September 2031.	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of five (5) years commencing 1 October 2031 and expiring at midnight 30 September 2041.	
Item 4 Lease Fee	Two thousand, three hundred and sixty-one dollars and seventy cents (\$2,361.70) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at 209sqm x \$11.30 per sqm (as at 1 July 2026)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Nine hundred and one dollars and fifteen cents (\$901.15) (inclusive of GST) per annum (subject to annual review*) <i>*Calculated on 1.08 ha of open playing fields and maintained by the Lessee.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	
Item 7 Times of Use	Monday to Sunday (inclusive) 6.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination	

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

PARTIES

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

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

6. USE OF PREMISES

6.1 Premises Permitted Use

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

6.2 Park Lands

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

6.3 Offensive activities

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

6.4 Use of facilities

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

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

6.5 Statutory Requirements

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

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

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

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;

6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or

6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

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

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

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

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

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

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

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

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

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

12.3 **Emergencies**

In an emergency the Council may:

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

12.4 **Works and restrictions**

12.4.1 The Council may:

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

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

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

17.3 Abandoned goods

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

17.4 Holding over

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

17.4.1 either party may terminate on one month's notice given at any time; and

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:

18.1.1.1 in an emergency; or

18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or

18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

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

18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and

18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 **Rights of Council not limited**

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

18.4 **Interest on overdue amounts**

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

19. **INDEMNITY AND RELEASE**

19.1 **Risk**

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

19.2 **Indemnity**

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 **Release**

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

19.4 **Indemnities are independent**

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

20. **GOODS AND SERVICES TAX**

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

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

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

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

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

21. RESUMPTION

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 Grant of Licence

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

25.2 Term of Licence

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

25.3 Licence Fee

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

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

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

25.4 Licence Area Permitted Use

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

25.5 Rates and utilities

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

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

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

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

whether supplied by the Council or any other person.

25.6 **Insurance**

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

25.7 **No assignment or subletting**

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

25.8 **Improvements**

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

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

25.9 **Maintenance of improvements**

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

25.10 **Events on Park Lands within Licence Area**

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

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

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

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

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

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

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

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

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

25.11 To obey policies and direction

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

25.12 Public access

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

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



NOTE – Licence Area = 1.08 ha

 Location of bore

Annexure B Maintenance Schedule

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

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

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

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

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

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

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

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of four x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewals**

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

*** Landowner Consent required for all Renewals**



**CITY OF
ADELAIDE**

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

WEST ADELAIDE HELLAS SOCCER CLUB INC.

(Lessee)

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

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Mary Lee Park (Park 27b).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Mary Lee Park (Park 27b).	
Item 2 Initial Term	Seven (7) years commencing 1 October 2026 (Commencement Date) and expiring at midnight on 30 September 2033.	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2033 and expiring at midnight 30 September 2047.	
Item 4 Lease Fee	Four thousand, two hundred and seventy-one dollars and forty cents. (\$4,271.40) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at 378 sqm x \$11.30 per sqm</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Two thousand and ninety-four dollars and thirty-four cents (\$2094.34) (inclusive of GST) (subject to annual review*) <i>*Calculated on 2.51ha of open playing fields maintained by the Lessee.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities.	
Item 7 Times of Use	1 January – 31 December Monday to Sunday (inclusive) 7.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination.	

<p>Item 9 Licence Area Permitted Use</p>	<p>Community sport and associated community development (not-for-profit) activities.</p>
<p>Item 10 Special Conditions</p>	<p>1. External Public Toilets</p> <p>1.1 Without limiting clause 8.1 and 8.4 of this Lease, the Lessee acknowledges and agrees that the External Public Toilets will on practical completion (to Council's reasonable satisfaction) become public toilets (for the general public's access and use as determined by Council) and the Council will be responsible for all general maintenance, repair, consumables, outgoings and cleaning (for so long as they remain public toilets).</p> <p>1.2 The Lessee will report (if and as soon as it becomes aware) any damage of the External Public Toilets to the Council so that the damage may be assessed and Council may coordinate timely repair.</p> <p>1.3 The Lessee acknowledges and agrees Council may install a remote security locking or similar system to the External Public Toilets.</p> <p>2. Lighting for Playing Fields</p> <p>2.1 The Council retains full ownership of the lighting system installed within the Premises and Licence Area for the adjacent playing fields (Lighting System). The Lessee acknowledges that the Lighting System is and will remain the property of the Council throughout the duration of this Lease and thereafter.</p> <p>2.2 'Pay to Play' system (System) has been implemented in relation to the use of the Lighting System. The Lessee agrees to comply with the terms and conditions of the System as outlined below:</p> <ul style="list-style-type: none"> a) The Lighting System will only be activated upon payment by the Lessee through the System. Payment must be made in advance for the desired duration of use. b) The rates for using the Lighting System will be determined by the Council and communicated to the Lessee in writing at least 30 days prior to implementation. The Council reserves the right to adjust the rates with 30 days' written notice to the Lessee. c) Payments shall be made via the methods specified by the Council, which may include online payment portals, bank transfers, or other methods as deemed appropriate by the Council. d) Access to the System will be provided to the Lessee through a secure interface or control mechanism

	<p>designated by the Council. The Lessee is responsible for ensuring that authorised personnel are trained in the use of this interface.</p> <p>e) The Lessee shall not attempt to bypass, tamper with, or otherwise interfere with the System. Any such actions will be considered a breach of this Lease.</p> <p>2.3 The Council is responsible for the repairs, maintenance or other works (including any Structural Works or works of a capital nature) of the Lighting System. The Lessee shall promptly notify the Council of any issues or malfunctions. The Council will endeavour to address such issues within a reasonable timeframe.</p> <p>2.4 The Lessee shall indemnify and hold harmless the Council from any claims, damages, or losses arising out of the use or misuse of the Lighting System by the Lessee or its agents, and the Council shall not be liable for any interruptions in the availability of the Lighting System due to maintenance, repairs, or any other reason beyond the Council's control.</p> <p>2.5 In the event of non-payment or repeated breaches of the terms of the System, the Council reserves the right to suspend or terminate the Lessee's access to the Lighting System. Such termination will not constitute a termination of the Lease unless otherwise specified by the Council.</p> <p>3. Waste Management</p> <p>3.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to minimise waste to landfill through the use of green organics and recycling services.</p> <p>4. Lease Fee and License Fee</p> <p>4.1 Until such time that the existing building cannot be occupied by the Lessee, the Lease Fee will be \$4,271.40 per annum (inclusive of GST).</p> <p>4.2 Upon the Lessee occupying the redeveloped Premises, the Lease Fee will be as per Item 4 of the Schedule.</p> <p>4.3 The Lessee shall not be required to make any Lease Fee payments for the period of time in which both the existing building and the redeveloped Premises (new building) are unavailable, provided the Lessee continues to pay all other fees, rates and taxes during this time.</p>
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PARTIES

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

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

6. USE OF PREMISES

6.1 Premises Permitted Use

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

6.2 Park Lands

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

6.3 Offensive activities

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

6.4 Use of facilities

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

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

6.5 Statutory Requirements

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

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

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

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

6.7 **Gaming Machines and gambling**

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

6.8 **Signs**

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

6.9 **Dangerous equipment and installations**

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

6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;

6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or

6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 **Fire precautions**

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

6.11 **Security**

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

6.12 **No vehicles**

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

6.13 **No warranty**

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

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

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

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

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

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

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

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

10.1.2.1 Council will direct any enquires from any not-for-profit community organisations and groups to the Lessee to manage these requests.

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee 7 days' notice:

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

12.3 **Emergencies**

In an emergency the Council may:

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

12.4 **Works and restrictions**

12.4.1 The Council may:

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

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

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

- 16.1 If a right of renewal or first right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.
- 16.2 If a second right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12

months before the expiry of the first Renewal Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.

16.3 The Lessee is not entitled to renew this lease if:

16.3.1 the Lessee is in breach of this lease at the time of giving that notice; or

16.3.2 the Lessee is in breach or commits a breach of this lease after giving that notice but before the commencement of the first or second Renewal Term (as applicable).

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

17.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;

17.2.2 no later than one (1) month before this lease comes to an end, provide the Council with a written summary of all alterations and additions the Lessee made to the Premises, whether those alterations and additions were authorised by the Council or not;

17.2.3 remove and reinstate any alterations or additions made to the Premises by the Lessee unless otherwise specified by the Council;

17.2.4 refurbish the Premises as required under clause 8.3; and

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

17.3 Abandoned goods

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

17.4 Holding over

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

17.4.1 either party may terminate on one month's notice given at any time; and

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:

18.1.1.1 in an emergency; or

18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or

18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

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

18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and

18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 Rights of Council not limited

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

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

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

19.2 Indemnity

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

- 19.2.1 any act or omission of the Lessee;
- 19.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or
- 19.2.3 a breach of this lease by the Lessee.

19.3 Release

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

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

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

- 20.1.1 the Agreed Consideration for that supply is exclusive of GST;
- 20.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and
- 20.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

20.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

20.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

21. RESUMPTION

The Council may terminate this lease by giving at least six (6) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or the Park Lands (or any part of the Building or the Park Lands

affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 Grant of Licence

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

25.2 Term of Licence

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

25.3 Licence Fee

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

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

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

25.4 Licence Area Permitted Use

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

25.5 Rates and utilities

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

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

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

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

whether supplied by the Council or any other person.

25.6 Insurance

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

25.7 No assignment or subletting

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

25.8 Improvements

- 25.8.1 The Lessee must not erect, fix or place any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area without the consent of the Council.
- 25.8.2 Any buildings, fixtures, fittings or structures erected, fixed or placed (by whatever means) upon the Licence Area will unless otherwise agreed remain until the end of the term of this licence the property of the Lessee but may not be removed from the Licence Area without the consent of the Council.

25.9 Maintenance of improvements

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

25.10 Events on Park Lands within Licence Area

- 25.10.1 Council may (in accordance with its events management policies (as amended from time to time)) grant approval to others to hold events within the Licence Area on terms determined by the Council.
- 25.10.2 Subject to clause 25.10.3, the Lessee may not make any claim for any loss or interruption arising from any such approval or being required to relocate to an alternate licence area for the duration of the event.
- 25.10.3 Where the event to be held in the Park Lands is proposed by Council (Council Event) and that Council Event will restrict or prevent the Lessee's occupation and use of the Licence Area, the Council must:
- 25.10.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months' notice of any Council Event;
 - 25.10.3.2 keep and maintain the Licence Area in good condition and repair and promptly rectify any damage to the Licence Area during the Council Event; and
 - 25.10.3.3 repair any damage to the Licence Area to restore and make good any damage to the condition existing prior to the Council Event.
- 25.10.4 The Lessee will not be required to make any payments on account of instalments of Lease and Licence Fees for the period the Licence Area is not available for use by the Lessee as a consequence of any Council Event.
- 25.10.5 The Lessee acknowledges and agrees that this clause does not apply to impose any obligations on the Council or confer any rights upon the Lessee if any public, major or special event in or

affecting the Park Lands and the Licence Area is not a Council Event.

25.11 To obey policies and direction

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

25.12 Public access

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

25.13 Relocation

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

25.14 Nature of licence

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

"Lessee's" covenants and be subject to the Council's rights in relation to the Licence Area.

EXECUTED as an agreement on this day(date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

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



NOTE:

Licence Area = 2.51 hectares

Lease Area = Final location and size subject to Development Approval

Annexure B Maintenance Schedule

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

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

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

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

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

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

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

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of 4 x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.

Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

Licence Area			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Fences	Nil Responsibility	Total responsibility	Including cricket nets
Goal posts and nets	Nil Responsibility	Total responsibility	Lessee to store neatly and safely
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (within Licence Area)	Nil Responsibility	Total Responsibility	Lessee to irrigate and keep free from weeds Excludes regulated trees
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, signage, etc.
Sports Lighting	Total responsibility	Nil responsibility	Lessee to arrange annual inspection
Tree Pruning	Total responsibility	Nil responsibility	
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and Roadways – Council Asset	Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Bore	Nil Responsibility	Total responsibility	
Water Tanks	Nil Responsibility	Total Responsibility	

*** Landowner Consent required for all Renewal**