



CITY COMMUNITY SERVICES AND CULTURE COMMITTEE

Agenda and Reports

for the meeting on

Tuesday, 6 October 2026

at 6.00 pm

in the Colonel Light Room, Adelaide Town Hall

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Our Adelaide.
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CITY COMMUNITY SERVICES AND CULTURE COMMITTEE
Meeting Agenda, Tuesday, 6 October 2026, at 6.00 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, 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 - 1/9/2026 & 22/9/2026 That the Minutes of the meeting of the City Community Services and Culture Committee held on 1 September 2026 and the Special meeting held on 22 September 2026, be taken as read and be confirmed as an accurate record of proceedings. View public 1 September 2026 Minutes here and 22 September 2026 Minutes here .	
4.	Declaration of Conflict of Interest	
5.	Deputations Nil	
6.	Workshops Nil	
7.	Reports for Recommendation to Council	
7.1	Adelaide Circuit Redevelopment Project - Proposed Terms and Conditions	3 - 17
7.2	Park Lands Leasing and Licencing Policy	18 - 50
8.	Reports for Noting Nil	
9.	Closure	

Adelaide Circuit Redevelopment Project: Proposed Terms and Conditions

Strategic Alignment - Our Community

Public

Tuesday, 6 October 2026

City Community Services and
Culture Committee

Program Contact:

Jennifer Kalionis, Associate
Director City Culture

Approving Officer:

Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to seek Council endorsement on proposed Terms and Conditions for the 2026 Adelaide Circuit Redevelopment Project: Prescribed Works Period, on which agreement will be sought.

The report seeks Council's approval for the CEO or delegate to finalise and execute the Terms and Conditions between the South Australian Motor Sport Board and The Corporation of the City of Adelaide.

Section 22 of the *South Australian Motor Sport Act 1984* (the Act) gives the South Australian Motor Sport Board (SAMSB) broad powers to access a Declared Area and undertake works associated with a motor sport event or other activities, 'reasonably necessary' or incidental to its functions.

During a Prescribed Works Period, the Act provides the SAMSB with 'free and unrestricted' access for specified categories of work. However, the SAMSB must comply with Terms and Conditions designed to protect the land and require its rehabilitation, as agreed with the relevant council or land occupier. If agreement cannot be reached, the Minister can determine the conditions.

For other matters outside the specified works, the council or occupier can impose conditions, subject to the Minister's power to overturn any condition considered unreasonable. The Act specifically allows conditions aimed at preventing unnecessary damage to land and vegetation, protecting lawful activities, reimbursing councils for their costs and requiring rehabilitation of affected land, including land outside the declared event area.

RECOMMENDATION

The following recommendation will be presented to Council on 13 October 2026 for consideration

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

1. Endorses the proposed Terms and Conditions between the South Australian Motor Sport Board and The Corporation of the City of Adelaide for the Adelaide Circuit Redevelopment as contained in Attachment A to Item 7.1 on the Agenda for the meeting of City Community Services and Culture Committee held on 6 October 2026.
2. Authorises the Chief Executive Officer or delegate to finalise and execute the final Terms and Conditions between the South Australian Motor Sport Board and The Corporation of the City of Adelaide for the Adelaide Circuit Redevelopment.
3. Authorises the Lord Mayor and Chief Executive Officer or delegate to negotiate and execute the final Project Agreement for the Adelaide Circuit Redevelopment Project between the Minister for Infrastructure and Transport and The Corporation of the City of Adelaide on behalf of the Council, subject to a draft Project Agreement being presented to Council for approval before 1 December 2026.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community An interesting and engaging place to live, learn and visit. An inclusive, equitable and welcoming community where people feel a sense of belonging. Strategic Alignment – Our Economy Adelaide's unique experience and opportunities attract visitors to our City.
Policy	City Plan 2036 Adelaide Park Lands Management Strategy Towards 2036: The Adelaide Park Lands Management Strategy supports promoting the Park Lands as a visitor and tourist destination (Strategy 1.3.1). The Community Land Management Plan (CLMP) for Victoria Park / Pakapakanthi (Park 16) provides context that the South Australian Motor Sport Act 1984 provides broad powers to enable the staging of motor sport events. The CLMP notes that 'Restrictions on public use and movement may be subject to restrictions imposed by the <i>South Australian Motor Sport Act 1984</i> and Associated Motor Sport Events as well as other major events'. The purpose for which the land is held per the CLMP includes protecting the Key Biodiversity Area in this park. The remnant vegetation within the Key Biodiversity Area is cared for under a Management Agreement with the State Government. The CLMPs for King Rodney Park / Ityamai itpina (Park 15) and Rymill Park / Murlawirrapurka (Park 14) and Rundle Park / Kadlitpina (Park 13) are also policy considerations under this declaration. The next legislated review of the Adelaide Park Lands CLMP is in 2028. Motor sport is not contemplated in the CLMP for Parks 13, 14 and 15 and will therefore require review to ensure the Context, Objectives and Management Proposals reflect the responsibilities of Council for management of these Parks. Economic Development Strategy 2024–2028: Goal 1: More than the gateway to South Australia. Integrated Transport Strategy Integrated Climate Strategy 2030 Asset Management Plans Long Term Financial Plan Community Wellbeing Strategy Community Engagement Policy (2026)
Consultation	Under section 20(4)(c) of the <i>South Australian Motor Sport Act 1984</i> there is a legislative obligation for the Minister, through the South Australian Motor Sport Board (SAMSB), to consult with Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) and Council regarding the proposed Declared Area, Declared Period and Prescribed Works Period for the event. The current SAMSB consultation period concluded on 25 September 2026.
Resource	Not as a result of this report
Risk / Legal / Legislative	<i>Pursuant to powers provided under the South Australian Motor Sport Act 1984 section 20(1), the Minister may declare a Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting motor sport events.</i> <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> <i>Aboriginal Heritage Act 1988 (SA)</i> <i>South Australian Motor Sport Act 1984 (SA)</i> <i>Adelaide Park Lands Act 2005 (SA)</i> <i>Local Government Act 1999 (SA)</i> <i>National Parks and Wildlife Act 1972 (SA)</i>

	<i>Environment Protection Act 1993 (SA)</i> <i>Landscape South Australia Act 2019</i> (which repealed the <i>Natural Resources Management Act 2004</i>) (SA). A Management Agreement exists between the Minister for Sustainability, Environment and Conservation and The Corporation of the City of Adelaide (Native Vegetation Site in Park 16). The Butterfly Conservation Zone in Victoria Park / Pakapakanthi (Park 16) is a site of the Kaurna Cultural Burn.
Opportunities	The proposed Terms and Conditions provide an opportunity to confirm community, asset protection, environmental and operational outcomes for the Adelaide Park Lands and the City of Adelaide while supporting the delivery of a major event.
26/27 Budget Allocation	Not as a result of this report. CoA costs associated with the Adelaide Circuit Redevelopment Project (ACR Project) are yet to be understood, including impacts to Administration workload.
Proposed 27/28 Budget Allocation	To form part of the Business Plan and Budget cycle.
Life of Project, Service, Initiative or (Expectancy of) Asset	The draft Declarations referred to in this report are in reference to the ACR Project only, with the end of the Prescribed Works Period for the ACR Project proposed to be 12 November 2027.
26/27 Budget Reconsideration (if applicable)	The 2026/27 Q1 Budget Reviews should incorporate the known implications of the revised program at that point in time. Further implications once known will be reflected in future Financial Plans and Asset Management Plans.
Ongoing Costs (eg maintenance cost)	There may be potential increased maintenance costs as a result of the ACR project, and these costs are yet to be fully understood.
Other Funding Sources	State Government has committed \$96 million to the Adelaide Circuit Redevelopment Project, as per the 30 August 2026 State Government Media Release.

DISCUSSION

Background

1. The Adelaide Circuit Redevelopment Project (ACR Project) is designed by the South Australian Motor Sport Board (SAMSB) and delivered by the Department for Infrastructure and Transport (DIT) pursuant to powers provided under the South Australian Motor Sport Act 1984 (the Act).
2. On 31 August, Council Members were provided with a briefing on the ACR Project by the Premier.
3. On behalf of the Minister responsible for the Act, the Chief Operating Officer, Department of Premier and Cabinet, wrote to the Lord Mayor on 1 September 2026. The letter ([Link 1](#)) outlines the declarations for the ACR Project with an attached draft Declared Area map and was addressed to the Lord Mayor in their capacity as Lord Mayor of the City of Adelaide (CoA). This letter replaced an earlier version sent on 31 August 2026 that included the Lord Mayor in her capacity as the Presiding Member for Kadaltilla / Adelaide Park Lands Authority (Kadaltilla).
4. On 8 September 2026, the representatives of the SAMSB and DIT provided a confidential Chief Executive Officer Briefing to Council Members on the ACR Project.
5. On 17 September 2026, the representatives of the SAMSB and DIT provided a presentation and briefing to Kadaltilla on the ACR Project pursuant to the Act's sections 20(4) and 23 consultation provisions.
6. On 22 September 2026;
 - 6.1. The representatives of DIT provided a confidential Chief Executive Officer Briefing to Council Members on the ACR Project.
 - 6.2. The Administration presented a report on the ACR Project Consultation to a Special City Community Services and Culture Committee meeting.
 - 6.3. Council approved the Recommendations of the Special City Community Services and Culture Committee ([Link 2](#)).
7. On 25 September 2026,
 - 7.1. The Lord Mayor wrote to the Chief Operating Officer, Department of Premier and Cabinet, and the Presiding Member / Chief Executive of the South Australian Motor Sport Board, and the Minister responsible for the South Australian Motor Sport Board on behalf of Council, to provide feedback to the ACR Project consultation ([Link 3](#)).
 - 7.2. The Lord Mayor wrote to the Chief Operating Officer, Department of Premier and Cabinet, and the Presiding Member / Chief Executive of the South Australian Motor Sport Board, the Minister responsible for the South Australian Motor Sport Board, and the Minister for Planning on behalf of Kadaltilla, to provide feedback to the ACR Project consultation ([Link 4](#)).
8. At the time of writing;
 - 8.1. The State Government is yet to respond to the Lord Mayor's correspondence.
 - 8.2. The Minister for Health and Wellbeing, being the delegate for the Minister responsible for the South Australian Motor Sport Act 1984, is yet to gazette and, in doing so, formally declare the area and declare the prescribed works period for the purpose of staging the ACR Project commencing 2 October 2026 and concluding on 12 November 2027.

South Australian Motor Sport Act 1984

9. Section 22 (2) of the Act provides that:
 - (2) The Board must, in exercising its powers under this section during a prescribed works period with respect to any relevant category of work, comply with—
 - (a) any terms and conditions from time to time agreed by the Board with any relevant council or any person having a right of occupation of the land or any part of the land; or
 - (b) failing such agreement in relation to any particular matter, any terms and conditions determined by the Minister.
 - (2a) The Board must, in exercising its powers under this section with respect to any matter that is outside the ambit of subsection (1a), comply with—
 - (a) subject to paragraph (b), any conditions determined by a relevant council or any person having a right of occupation of the land or any part of the land; or

(b) if the Minister considers, on application by the Board, that a condition under paragraph (a) is unreasonable—any conditions determined by the Minister.

10. Section 22 (3) of the Act provides that:

(3) The terms and conditions that may be the subject of agreement or determination under subsections (2) and (2a) include (without limiting the generality of those subsections) terms and conditions—

(a) that limit or prevent any unnecessary or reasonably avoidable interference with or damage to the land or anything growing on or built on the land;

(b) that limit or prevent any unnecessary or reasonably avoidable interference with any activity that may be lawfully carried on on the land;

(c) that provide for reimbursement of costs or expenses that may be incurred by any relevant council;

(d) that provide for fair and reasonable compensation for any damage or loss that may be suffered by any person having a right of occupation of any part of the land;

(e) without limiting a preceding paragraph, that provide for the management, protection or rehabilitation of land (including land outside the declared area that may be affected by the Board's activities).

Proposed CoA Terms and Conditions – ACR Project: Prescribed Works Period

11. The South Australian Motor Sport Board (SAMSB) must ensure that all prescribed works undertaken by or on its behalf, including works undertaken by DIT and its contractors, comply with any agreed Terms and Conditions.
12. Detailed in Attachment A are proposed Terms and Conditions for the ACR Project: Prescribed Works Period, which Administration considers necessary to find agreement on, pursuant to section 22 of the Act.
13. The Administration's endorsed request for further information, in Attachment F to the Committee Report on 22 September 2026 ([Link 5](#)), will be maintained as a separate operational project register to inform Council's ongoing management of and response to the ACR Project. Agreement to any Terms and Conditions under the Act is not intended to resolve or close outstanding information requests, which must continue to be addressed separately.
14. Distinct from the Terms and Conditions proposed in this report, and following the discussion in the 22 September Committee Report on this matter, the following matters are commitments that should be negotiated through a proposed Project Agreement:
 - 14.1. Project governance, delivery and accountability (including consultation with Council and Kadaltilla at material project decision points)
 - 14.2. Enduring community and Park Lands benefits
 - 14.3. Infrastructure, design standards, asset ownership and lifecycle responsibilities
 - 14.4. Impacts on Council's capital works program
 - 14.5. Community, business, environmental and financial impact management
 - 14.6. Business and Community Disruption and Resilience Package
 - 14.7. Strategic alignment, performance monitoring and benefits reporting
 - 14.8. Commitment to no cost shifting to Council.

Next Steps

15. Subject to Council's endorsement, the aforementioned proposed Terms and Conditions for the ACR Project will be sent to the South Australian Motor Sport Board.
 16. Council authorises the Chief Executive Officer or delegate to finalise and execute the final Terms and Conditions between the SAMSB and The Corporation of the City of Adelaide on behalf of the Council due to accelerated project timeframes.
 17. A report presenting a Draft Project Agreement will be presented to Council for consideration and approval before 1 December 2026.
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DATA AND SUPPORTING INFORMATION

Link 1: Letter from the Chief Operating Officer, Department of Premier and Cabinet to the Lord Mayor on 1 September 2026

Link 2: Special City Community Services and Culture Committee Report 22 September 2026

Link 3: Letter from Lord Mayor to Chief Operating Officer, Department of Premier and Cabinet on behalf of Kadaltilla – 25 September 2026

Link 4: Letter from Lord Mayor to Chief Operating Officer, Department of Premier and Cabinet on behalf of Council – 25 September 2026

Link 5: Committee Report 22 September 2026

ATTACHMENTS

Attachment A – Draft Proposed Terms and Conditions – Adelaide Circuit Redevelopment Prescribed Works Period (2 October 2026 – 12 November 2027)

- END OF REPORT -

Attachment A

PROPOSED TERMS AND CONDITIONS – ADELAIDE CIRCUIT REDEVELOPMENT PRESCRIBED WORKS PERIOD (2 OCTOBER 2026 – 12 NOVEMBER 2027)

Preliminary Provisions	
Application and responsibilities	The South Australian Motor Sport Board (SAMSB) must ensure that all prescribed works undertaken by or on its behalf, including works undertaken by DIT and its contractors, comply with these Terms and Conditions.
	These conditions do not constitute Council's endorsement of permanent works or displace any other applicable statutory requirements.
Approved works, governance and reporting	Before commencing works affecting Council land or assets, SAMSB must provide Council with a construction program identifying the location, nature, extent, duration and responsible delivery agency for the works.
	SAMSB must minimise the construction footprint and duration of occupation, including areas required for circuit infrastructure, runoff, safety infrastructure, drainage, services, construction, access, laydown and event infrastructure, to the minimum reasonably necessary, and notify Council in advance of any material changes affecting Council land, assets or services.
	SAMSB must provide Council with detailed plans and a project critical path (including construction program), identifying the permanent and temporary footprint, occupation periods, environmental and heritage impacts, public access and transport impacts, remediation obligations and material decision points requiring Council input.
	SAMSB must maintain a register of information requested by Council, identifying responsible officers, agreed response dates and outstanding matters. Information material to Council's statutory, land management or asset responsibilities must be provided sufficiently in advance of relevant project decisions.
Management plans:	Before commencing relevant works, SAMSB must provide Council with the applicable management plans including environmental protection, ecological monitoring, construction management, traffic and access, heritage and cultural heritage, asset protection, and rehabilitation.
	The plans must identify responsible parties, applicable standards, monitoring requirements, incident procedures and corrective actions, and must be agreed with Council insofar as they affect Council land, assets or management responsibilities.
	SAMSB must implement the agreed plans and ensure that relevant contractors comply with their requirements.
	SAMSB must publicly report on environmental impacts, Park Lands occupation, public access, transport disruption and remediation, identifying responsible parties, delivery timeframes and funding for rectification.

Section 22(3)(a): Proposed conditions that limit or prevent any unnecessary or reasonably avoidable interference with or damage to the land or anything growing on or built on the land.	
Butterfly Conservation Zone and associated conservation areas	The Butterfly Conservation Zone, together with the adjacent Revegetation Conservation Zone and Buffer Conservation Zones, must remain excluded from the Declared Area and must not be used for motor sport activities, construction compounds, event infrastructure, storage, vehicle access or other event-related purposes. SAMSB must identify these areas in the applicable management plans and maintain appropriate exclusion and protection measures throughout the Prescribed Works Period.
Native Vegetation Area (the Native Vegetation Site protected under Council's management agreement with the Minister for Climate, Environment and Water)	SAMSB must protect the Native Vegetation Area subject to Council's management agreement with the Minister for Environment and ensure that prescribed works do not compromise Council's obligations to protect and improve the site. No buildings, structures or improvements may be erected on the site that interfere with its continued existence. Vehicle access must be restricted to authorised Council maintenance vehicles, except where otherwise expressly agreed by Council and permitted under the management agreement.
Protection of vegetation, biodiversity and Park Lands	SAMSB must avoid unnecessary or reasonably avoidable interference with or damage to vegetation, habitat, soil, drainage infrastructure, pathways and biodiversity values within or adjacent to the Declared Area. SAMSB must implement agreed environmental protection measures, including exclusion zones, construction access controls, erosion and sediment management, weed and pathogen controls, and protection of remnant vegetation, wetlands and other environmentally sensitive areas.
Tree protection	Noting the State Government ACR Project has advised that 377 trees will be removed within the Adelaide Park Lands, no additional trees within the Declared Area may be removed, pruned, damaged or otherwise interfered. SAMSB must implement agreed tree protection measures. Where emergency works preclude prior agreement, Council must be notified as soon as reasonably practicable.
Heritage and cultural heritage	SAMSB must identify and protect heritage places, structures, landscapes and archaeological features affected by the prescribed works, including the National Heritage values of the Adelaide Park Lands and City Layout. SAMSB must provide Council with relevant heritage assessments and implement an appropriate Cultural Heritage Management Plan developed through engagement with the relevant Kaurna cultural authorities, including procedures for unexpected discoveries and cultural heritage incidents.
Council-owned artworks	SAMSB must consult Council, as the owner of public artworks affected by the prescribed works, and obtain its prior written agreement for any removal, relocation, alteration or other interference, including arrangements for protection, conservation, storage and reinstatement. SAMSB must meet reasonable costs directly attributable to protecting, relocating, conserving or reinstating affected Council-owned artworks.
Council infrastructure and pathways	SAMSB must protect Council land, infrastructure and assets, including permeable pathways, roads, drainage, irrigation, lighting and public amenities, from unnecessary or reasonably avoidable damage arising

Section 22(3)(a): Proposed conditions that limit or prevent any unnecessary or reasonably avoidable interference with or damage to the land or anything growing on or built on the land.	
	from the prescribed works. SAMSB must undertake agreed pre-construction condition assessments and must not materially alter, relocate, remove or replace Council-owned assets without prior consultation and agreed written arrangements with Council.
Adelaide Park Lands design standards	New, replacement or modified infrastructure that will become Council-owned or remain within Council-managed Park Lands must be designed in consultation with Council and in accordance with applicable adopted Council design standards. Any departure from an applicable adopted standard must be agreed with Council before implementation.

DRAFT

Section 22(3)(b) Proposed conditions that limit or prevent any unnecessary or reasonably avoidable interference with any activity that may be lawfully carried on on the land:	
Staged Occupation	SAMSB must provide Council with a staged occupation and access plan identifying the commencement and completion dates for works in each affected Park Lands area, anticipated closures and the earliest practicable dates for reopening and reinstatement.
Public pedestrian and cycling access	SAMSB must maintain public pedestrian and cycling access through the Park Lands wherever reasonably practicable throughout the Prescribed Works Period. Unavoidable closures must be limited to the shortest reasonably practicable period, with safe and accessible alternative routes, advance signage, public notification and prompt reinstatement of affected pathways. SAMSB must provide advance notice to affected Park Lands user groups, businesses and adjoining residents and publish information about closures and detours through appropriate communication channels. SAMSB must ensure that public notifications of access restrictions, closures and alternative routes are communicated clearly, accurately and sufficiently in advance to enable affected users to plan accordingly.
Traffic, parking and accessibility	SAMSB must provide Council with detailed traffic and transport modelling addressing the impacts of prescribed works on road networks, parking, public transport, pedestrian and cycling movements, accessibility and emergency access. SAMSB must consult Council on traffic management plans, mitigation measures and implementation responsibilities before introducing arrangements affecting Council roads or public spaces. SAMSB must monitor construction-related traffic and access impacts and implement corrective measures where significant unanticipated impacts arise. SAMSB must ensure that public notifications of traffic, parking and accessibility impacts, including road closures, parking restrictions and alternative access arrangements, are communicated clearly, accurately and sufficiently in advance to enable affected users to plan accordingly.
Community facilities and lawful activities	SAMSB must minimise interference with lawful activities undertaken by community organisations, sporting clubs, businesses, leaseholders, licence holders and other Park Lands users. Where prescribed works materially restrict access, displace activities or affect community facilities, SAMSB must consult Council and affected users, provide reasonable advance notice and identify appropriate alternative arrangements or compensation. SAMSB must provide Council with an agreed schedule of affected facilities, closures, access restrictions and reinstatement timeframes with sufficient advance notice.
Construction management and public notification	SAMSB must manage construction activities to minimise unnecessary disruption to adjoining residents, businesses, community facilities and public spaces, including impacts from noise, vibration, dust, construction traffic and temporary infrastructure. SAMSB must provide sufficient advance notification of activities likely to cause material disruption and maintain an accessible complaints-

Section 22(3)(b) Proposed conditions that limit or prevent any unnecessary or reasonably avoidable interference with any activity that may be lawfully carried on on the land:	
	management process, including designated contact officers, response timeframes and escalation procedures.
Camping and overnight occupation	SAMSB must not permit camping or overnight occupation associated with the project or event in Council-managed Park Lands. SAMSB must not promote or authorise camping on Council-managed land without the necessary authorisation and must promote lawful alternative accommodation and camping options, including correcting misleading third-party information where reasonably practicable.

DRAFT

Section 22(3)(c): Proposed conditions that provide for reimbursement of costs or expenses that may be incurred by any relevant council	
Reimbursement of Council costs	SAMSB must reimburse Council for reasonable costs and expenses directly attributable to the prescribed works, including additional staffing, technical advice, inspections, monitoring, asset protection, traffic management, reinstatement and remediation. Council must provide estimates of anticipated costs in advance where reasonably practicable. Reimbursement must be managed through an agreed cost-recovery procedure that accommodates costs that cannot reasonably be quantified in advance.
Council capital works program	SAMSB must consult Council and agree arrangements to minimise and manage impacts on Council's approved 2026/27 and 2027/28 capital works program, including projects with an indicative combined value of approximately \$1.78 million (2026/27) that may require temporary or permanent deferral. SAMSB must reimburse Council for reasonable additional costs directly attributable to the deferral, redesign, relocation or rescheduling of affected projects, in accordance with agreed arrangements.
Infrastructure and operational costs	SAMSB must reimburse Council for reasonable additional costs incurred in protecting, maintaining, repairing or reinstating Council infrastructure and assets as a direct consequence of the prescribed works. Before Council accepts responsibility for new or modified infrastructure, the parties must agree on asset ownership, maintenance, renewal, indemnity, lifecycle costs and funding responsibilities.
Parking revenue and transport costs	SAMSB and Council must identify the financial impacts of the prescribed works on approximately 500 Council-controlled on-street parking spaces, with an indicative annual revenue impact of \$180,000, subject to verification. The parties must agree on a methodology for assessing demonstrable parking revenue losses and appropriate reimbursement arrangements, together with the recovery of reasonable additional traffic and parking management costs attributable to the prescribed works.
Financial assurance	Where an agreed risk assessment identifies a material risk of significant damage or remediation costs, Council may seek appropriate financial assurance from SAMSB. Any financial assurance must be agreed between the parties, having regard to the identified risks, the nature and scale of the prescribed works and the obligations to be secured.

Section 22(3)(d): Proposed conditions that provide for fair and reasonable compensation for any damage or loss that may be suffered by any person having a right of occupation of any part of the land;	
Affected occupiers	SAMSB must identify, in consultation with Council, persons having a right of occupation of land affected by the prescribed works and provide reasonable advance notice of activities that may materially affect their occupation, access or facilities. Where impacts are unavoidable, SAMSB must consult affected occupiers and Council regarding appropriate mitigation and alternative arrangements.
Compensation	SAMSB must provide fair and reasonable compensation for damage or loss suffered by persons having a right of occupation of affected land as a consequence of the prescribed works. SAMSB must establish an accessible claims and dispute-resolution process, including reasonable assessment timeframes and consideration of the nature, extent and duration of the damage or loss. The provision of alternative arrangements must not, of itself, extinguish an eligible occupier's entitlement to compensation.

Section 22(3)(e) Proposed conditions that, without limiting a preceding paragraph, provide for the management, protection or rehabilitation of land (including land outside the declared area that may be affected by the Board's activities	
Commonwealth environmental requirements pursuant to the EPBC Act	SAMSB must provide Council with the outcome of the Commonwealth EPBC Act self-referral process and incorporate any applicable approval conditions and mitigation requirements into the relevant environmental and heritage management plans.
Environmental management	SAMSB must prepare and implement an agreed Environmental Protection and Monitoring Plan for land within and outside the Declared Area that may be affected by its activities. The plan must establish baseline environmental conditions and specify exclusion zones, protection measures, incident response procedures, corrective actions and rehabilitation obligations. The plan must demonstrate how the Victoria Park / Pakapakanthi Remnant Vegetation Management Plan, Adelaide Park Lands Management Strategy and relevant biodiversity and conservation management plans will be implemented. Appropriately qualified independent ecological experts and Traditional Owners must be involved in establishing and reviewing the environmental protection measures.
Independent ecological monitoring	SAMSB must engage appropriately qualified independent ecological professionals, agreed with Council, to independently assess compliance with the Environmental Protection and Monitoring Plan and monitor ecological impacts on land within and adjacent to the Declared Area. Independent monitoring must commence before construction and continue through construction, events, bump-out, reinstatement and subsequent event cycles. It must include publicly reported baseline data, cumulative impact assessments and agreed performance measures, with measurable thresholds that trigger corrective action. SAMSB must provide Council with the independent monitoring reports and, at its cost, implement corrective actions and remediate material ecological impacts attributable to the prescribed works in accordance with the agreed rehabilitation plan.
Tree canopy enhancement and replacement planting	SAMSB must work with Council to identify opportunities for additional tree planting and canopy enhancement arising from the Adelaide Circuit Redevelopment Project. SAMSB must fund agreed planting, establishment and maintenance costs, with species, locations, performance measures and responsibilities documented in the applicable management plan. Replacement planting must not be treated as a substitute for protecting existing significant trees, remnant vegetation or established ecological values.
Rehabilitation and reinstatement	SAMSB must prepare and implement an agreed Rehabilitation and Reinstatement Plan for Council land, vegetation, pathways, infrastructure and facilities affected by the prescribed works.

Section 22(3)(e) Proposed conditions that, without limiting a preceding paragraph, provide for the management, protection or rehabilitation of land (including land outside the declared area that may be affected by the Board's activities	
	Reinstatement must be undertaken promptly, at SAMSB's cost and to the pre-existing condition or an alternative standard agreed with Council, having regard to ecological function, amenity and applicable Council standards. The plan must identify delivery milestones, performance measures, inspections, maintenance responsibilities and arrangements for any obligations extending beyond the Prescribed Works Period. SAMSB's reinstatement obligations must have regard to any contributing factors that are the responsibility of Council.
Operational Service Agreement	SAMSB and Council must establish an Operational Service Agreement governing the use and management of affected Park Lands during the Prescribed Works Period. The agreement must address irrigation, grounds maintenance, asset protection, inspections, access, incident management, handover and associated costs, without diminishing SAMSB's obligations under these Terms and Conditions.
Monitoring, notification and compliance	SAMSB must provide Council with reasonable access to inspect prescribed works and assess compliance with these Terms and Conditions, subject to applicable site safety requirements. SAMSB must promptly notify Council of material incidents affecting Park Lands land, vegetation, biodiversity, infrastructure or public access and provide regular compliance reports identifying risks, incidents and corrective actions. Council must comply with applicable site safety requirements and bear its own costs for non-requested inspections, except where otherwise agreed.
Completion and handover	SAMSB must undertake joint completion inspections with Council and provide a consolidated register of outstanding defects, rehabilitation, monitoring, asset transfers and financial obligations. SAMSB and Council must agree on responsibility, funding and timeframes for completing outstanding obligations before affected land or assets are returned to Council's care, control or management. SAMSB must provide a final completion report and ensure that obligations extending beyond the Prescribed Works Period are secured through appropriate enforceable arrangements.

Park Lands Leasing and Licencing Policy

Strategic Alignment - Our Community

Public

Tuesday, 6 October 2026

City Community Services and
Culture Committee

Program Contact:

Jennifer Kalionis, Associate
Director City Culture

Approving Officer:

Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to seek Council approval of the update to the Adelaide Park Lands Leasing and Licensing Policy (Policy), which incorporates feedback from stakeholders and the community.

The draft Policy outlines the City of Adelaide's approach to managing lease and licence agreements on Community Land under its care and control within the Adelaide Park Lands for the benefit of the community.

The current Policy was adopted in 2016. On 9 June 2026, following consideration by Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) on 27 May 2026, Council approved a draft Policy for public consultation, open for three weeks from 12 June to 2 July 2026.

During the consultation period, a total of 32 submissions were received, of which 72% were from current Park Lands lessees or licensees. Overall, respondents sought greater clarity across several policy areas and requested stronger recognition of the responsibilities, historical investment, performance, and associated expenditure of existing lessees and licensees. A summary of the public consultation is provided in **Attachment A**.

The draft Policy (**Attachment B**) has been updated to incorporate feedback from public consultation and Administration's amendments, improving the Policy's clarity and accuracy and ensuring its provisions are expressed appropriately. A version of the draft Policy showing the proposed amendments through tracked changes is contained at [Link 1](#).

The draft Policy was considered and endorsed by Kadaltilla on 24 September 2026, with a number of clarifying questions raised and addressed during the discussion.

The draft Policy is being presented to Council for adoption.

RECOMMENDATION

The following recommendation will be presented to Council on 13 October 2026 for consideration

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

1. Notes the draft Adelaide Park Lands Leasing and Licensing Policy public consultation summary report 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 6 October 2026.
2. Adopts the Adelaide Park Lands Leasing and Licensing Policy 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 6 October 2026.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community The Adelaide Park Lands Leasing and Licensing Policy (Policy) aligns with the City of Adelaide 2024-2028 Strategic Plan, in particular, 'enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport'.
Policy	If adopted, the Policy will supersede the 2016 Adelaide Park Lands Leasing and Licensing Policy.
Consultation	Consultation was undertaken from 12 June to 2 July 2026. A summary of the public consultation is provided in Attachment A .
Resource	The Policy will be implemented utilising existing resources.
Risk / Legal / Legislative	The Policy aligns with relevant legislation and notes that the <i>Retail and Commercial Leases Act 1995</i> (SA) does not apply to the Adelaide Park Lands.
Opportunities	The Policy identifies opportunities for external organisations to act as Park Lands stewards, contributing to environmental initiatives and fostering community connections in return for being granted rights to Park Lands assets.
26/27 Budget Allocation	Not as a result of this report
Proposed 27/28 Budget Allocation	The total lease and licence fees for non-commercial organisations in 2027/28 are subject to Council's adoption of the 2027/28 Fees and Charges Schedule.
Life of Project, Service, Initiative or (Expectancy of) Asset	Once adopted, the Policy will be reviewed every four years.
26/27 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	The Policy proposes that lease and licence fees for non-commercial organisations will be set annually through Council's Fees and Charges Schedule, with different fee categories and fee levels, including higher fees for Category 2 organisations.

DISCUSSION

Context

1. The updated Adelaide Park Lands Leasing and Licensing Policy (Policy) (**Attachment B**) outlines the City of Adelaide's (CoA) approach to managing lease and licence agreements on Community Land under its care and control within the Adelaide Park Lands for the benefit of the community.
2. Council currently manages 62 Park Lands agreements held by:
 - 2.1. Community organisations (eg sport and recreation clubs and associations) – 25 agreements
 - 2.2. Educational institutions (eg schools and universities) – 17 agreements
 - 2.3. Commercial businesses (eg kiosks and restaurants) – 14 agreements
 - 2.4. Government agencies (eg SAPOL and Bureau of Meteorology) – 6 agreements.
3. Most of these agreements are for five years, though some are granted for up to 42 years due to significant capital investment.
4. In 2024/25, Council received approximately \$988,000 through lease and licence fees. Nearly two-thirds (\$629,000) was paid by commercial businesses.

Background

5. The current Policy was adopted in 2016 and can be found [here](#). Since then, Council Administration has engaged with Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) and Council Members on multiple occasions, including public consultation on a draft in 2022.
6. On 9 June 2026, following support from Kadaltilla on 27 May 2026, Council approved a draft Policy for public consultation. The draft Policy was developed through workshops with Kadaltilla Members and Council Members, as well as through industry benchmarking and best practices.

Public Consultation Summary

7. Public consultation on the draft Policy was open for three weeks from 12 June to 2 July 2026. During the consultation period, a total of 32 submissions were received, comprising:
 - 7.1. 16 community sport organisations (two were from the same organisation)
 - 7.2. 8 educational institutions
 - 7.3. 6 individuals and 1 community organisation
 - 7.4. 1 commercial entity.
8. 72% of the submissions were from current Park Lands lessees or licensees. It is worth noting that community organisations are generally managed by volunteer committees, with committee membership and office bearers changing over time. Current committee members may therefore have varying levels of familiarity with the terms of their organisation's lease or licence agreement and with the distinction between the current Policy and the proposed changes. This is particularly relevant given that the current Policy has not been updated since its adoption in 2016, and may mean that some respondents considered the proposed changes in the context of their understanding of existing arrangements.
9. 77% of respondents agreed or strongly agreed that the responsibilities of Council and lessees and licensees were clearly outlined. Waste collection services provided to Park Lands lessees are currently capped at four bins per site, with no green organics or recycling collections offered. In response, some respondents requested access to green organics and recycling services, as well as consideration of waste collection levels that reflect the scale of each facility.
10. 52% of respondents agreed or strongly agreed with organisations with greater financial capacity paying higher lease or licence fees. Seven respondents were neutral, and six disagreed or strongly disagreed, noting that organisations with higher revenue may also have greater participation, operating, maintenance and utility costs, and that surplus income is often reinvested into facilities and community activities.
11. 44% of respondents agreed or strongly agreed with the proposed exemptions from the requirement for Council to undertake an Expression of Interest (EOI) process when selecting a new lessee or licensee. Eight respondents were neutral, while seven disagreed or strongly disagreed. Some respondents were concerned that requiring established organisations to participate in an EOI process could fail to recognise their past performance, long-term investment and reliance on the facility. Those who disagreed or strongly disagreed raised concerns that the proposed exemptions could reduce transparency or result in lease or licence agreements being awarded without an EOI process.

- 11.1 It is Administration's view that these concerns reflect a misunderstanding of the intent of the proposed exemptions. In particular, some respondents appeared to understand the exemptions as permitting a third party to remove an existing lessee or licensee where that third party has been awarded a lease or licence through direct negotiations with Council. This is not the intent of the proposed exemptions.
- 11.2 Rather, the exemptions are intended to increase the efficiency of decision-making in appropriate circumstances, while recognising that Council is under no obligation to grant a lease or licence in those circumstances. A formal decision of Council is ultimately required to exempt an organisation from an EOI process, and any subsequent decision to grant a lease or licence remains subject to Council's final determination. The only exception is where a lease is proposed to be granted for a maximum term of two years.
12. Respondents suggested a range of ways in which lessees and licensees could increase community use of their leased and licensed areas, including:
- 12.1. Shared access
 - 12.2. Casual hire opportunities
 - 12.3. Delivery of community programs
 - 12.4. Improved promotion of available facilities and clearer booking information
 - 12.5. Partnerships with schools.
13. Respondents identified the following barriers to increasing community use of leased and licensed areas, including:
- 13.1. Facility capacity and condition, including buildings and playing surfaces
 - 13.2. Operating and maintenance costs
 - 13.3. Volunteer and administrative capacity.
14. A public consultation summary report is provided in **Attachment A**.

How feedback has shaped the draft Policy

15. The table below outlines what we heard through the public consultation process and proposed changes to the draft Policy.

Policy Topic/Theme	
<i>Park Lands Stewardship – the draft Policy proposed that non-commercial lessees and licensees may be eligible for lease and licence fee rebates by delivering measurable community benefits.</i>	
What We Heard	Proposed Response
Respondents prioritised the following actions regarding Park Lands stewardship: • shared use • community participation and wellbeing • inclusive and affordable access • continued public access • environmental sustainability	The draft Policy has been amended to refer to fee reductions rather than rebates, consistent with the terminology used in section 188 of the <i>Local Government Act 1999</i> (SA) This feedback will be incorporated into the development of a Fee Reduction Guideline in accordance with draft Policy sections 2.1 and 3.1.2.5.

Policy Topic/Theme	
<i>Lessee and licensee, and Council responsibilities – the draft Policy listed the proposed responsibilities of lessees, licensees and Council.</i>	
What We Heard	Proposed Response
Most respondents considered the responsibilities clear. Some noted that the type of agreement, level of control, facility condition and organisational capacity were relevant to how the responsibilities may apply. Respondents also sought that obligations be proportionate to non-exclusive licences and that there be clearer recognition of the financial and volunteer contributions made by community organisations.	The draft Policy has been amended to include that Council will: • assist with facilitating the use of leased and licensed areas by third parties (section 2.2), noting the barriers to increasing community use identified by respondents • consider a lessee's or licensee's resources and facility capacity when determining their ability to sublet and hire (3.3) • assist with the remediation of third-party damage where not covered by insurance (2.2), recognising that damage caused by graffiti, theft, vandalism and other unlawful acts by third parties is beyond the control of a lessee or licensee • continue to maintain externally accessible public toilets within or adjoining leased premises (2.2), consistent with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy
Policy Topic/Theme	
<i>Selection of a Lessee/Licensee and Expression of Interest (EOI) Process – the draft Policy listed a range of circumstances where Council could enter into direct negotiations without undertaking an EOI.</i>	
What We Heard	Proposed Response
Respondents generally accepted that direct negotiation may be appropriate where an EOI would add limited value, particularly for an existing organisation with a strong record of compliance, community benefit and investment. Respondents sought clearer criteria and safeguards to ensure transparency and a fair process where exemptions apply. Others noted that established organisations' past performance, long-term investment and reliance on the facility should also be considered.	See paragraphs 12 and 13 of this report. The draft Policy has been amended to include: • that the assessment weighting and methodology will be provided to all EOI applicants (section 4.2) • a reference to existing lessees and licensees (4.2) • clarification that applying the proposed exemption to EOI circumstances does not constitute a decision to grant, or an undertaking to grant, a lease or licence, and any decision remains subject to a Council decision, with the exception of agreements proposed to be granted for a maximum term of two years (4.2)

Policy Topic/Theme	
<i>Policy Clarity – the draft Policy included a range of terms and definitions.</i>	
What We Heard	Proposed Response
Respondents sought clarification across several policy areas, including permitted use, particularly whether fundraising, club functions, casual hire and other revenue-generating activities would be permitted. Further guidance was requested on holding-over arrangements.	The draft Policy has been amended to include more detail on: - permitted use by non-commercial organisations (section 1.2 and glossary) - defining a government agency, significant capital contribution, and total annual revenue (glossary) - responsibility for debris created by lessees and licensees or others using the area with their permission (2.2) - the requirement for lessees and licensees to complete all make good responsibilities prior to the expiry of their lease or licence (2.2) - under what circumstances a 'holding over' provision would be utilised (4.3)
Policy Topic/Theme	
<i>Lease and Licence Fees – the draft Policy included three non-commercial lease and licence fee categories:</i> - Category A for organisations with annual revenue of up to \$500,000 - Category B for organisations with annual revenue between \$500,000 and \$3 million - Category C for organisations with annual revenue exceeding \$3 million.	
What We Heard	Proposed Response
Respondents considered a tiered approach to lease and licence fees to be fairer and important for ensuring that smaller community organisations are not priced out. Some respondents noted that higher revenue does not necessarily indicate greater capacity to pay, as organisations with higher revenue may also have higher participation, operating, maintenance and utility costs, with income generally reinvested into facilities, programs and community activities. Respondents also highlighted the significant governance responsibilities associated with being a Park Lands lessee. These combined factors create a challenging operating environment for community clubs, particularly those that rely heavily on volunteers and face increasing demands on their financial and volunteer capacity to sustain their operations and continue providing community benefits.	During the public consultation process, Administration identified that at least seven community sporting clubs and associations would fall within the middle category (B), resulting in higher lease and licence fees. Administration considered that applying the proposed revenue thresholds would result in unintended financial impacts for a number of community sporting organisations. The draft Policy has been amended by combining the original Categories A and B into a single category (now Category 1), covering not-for-profit clubs, associations and community groups with annual revenue up to \$3 million. This change better reflects the operating environment of community sporting organisations in the Adelaide Park Lands. The original Category C was retained and renamed Category 2. The effect of this change is shown at Link 2. Further details on lease and licence fees are provided in paragraphs 18 to 21 of this report.

Lease and Licence Fees

- Commercial lease fees will continue to be based on market rent valuations, with periodic reviews. This approach is consistent across the local government sector.

17. Lease and licence fees for non-commercial organisations will be set annually through Council's Fees and Charges Schedule. Non-commercial organisations will be categorised as per the table below, with the annual revenue threshold for Category 2 informed by the Australian Charities and Not-for-profits Commission:

Category 1	Category 2
Not-for-profit clubs, associations and community groups with a total annual revenue up to \$3 million. All government schools (primary and secondary).	Not-for-profit clubs, associations and community groups with a total annual revenue of more than \$3 million. All universities, non-government schools (primary and secondary), and associated alumni organisations. Government agencies (excluding government schools)

18. The amended draft Policy provides a more targeted approach to the application of fees to community sports clubs and associations. Clubs and associations with annual revenue of up to \$3 million would be placed in Category 1. The proposed increases would continue to apply to larger community sports clubs and associations with annual revenue over \$3 million, as well as non-government educational institutions.
19. Noting that lease and licence fees will be adopted annually by Council, the table below provides an example of the existing fee categories, the proposed fee categories before and after consultation, and the potential fees that may apply under each category:

Organisation / Annual Revenue	Existing Fee Categories	Proposed - Before Consultation Fee Categories	Proposed - After Consultation Fee Categories
Community sports club or association — up to \$500,000	Community Lease: \$11.40/m ² Licence: \$842.50/ha	Category A Lease: \$11.40/m ² Licence: \$842.50/ha	Category 1 Lease: \$11.40/m ² Licence: \$842.50/ha
Community sports club or association — \$500,000 to \$3 million	Community Lease: \$11.40/m ² Licence: \$842.50/ha	Category B Lease: \$17.10/m ² Licence: \$1,685/ha	
Government educational institution	Education Lease: \$17.10/m ² Licence: \$1,685/ha		
Community sports club or association — over \$3 million	Community Lease: \$11.40/m ² Licence: \$842.50/ha	Category C Lease: \$22.80/m ² Licence: \$2,527.50/ha	Category 2 Lease: \$22.80/m ² Licence: \$2,527.50/ha
Non-government educational institution / university	Education Lease: \$17.10/m ² Licence: \$1,685/ha		

Draft Policy

20. The draft Policy (**Attachment B**) presented in this report incorporates a series of amendments informed by public consultation. Administration has also made amendments to improve the Policy's clarity and accuracy, and to ensure its provisions are expressed appropriately. A version of the draft Policy showing the proposed amendments in tracked changes is provided at [Link 1](#).

Kadaltilla / Adelaide Park Lands Authority

21. The draft Policy was considered and endorsed by Kadaltilla on 24 September 2026, with a number of clarifying questions raised and addressed during the discussion.

Next Steps

22. Should Council adopt the draft Policy, Administration will subsequently:

- 22.1. Finalise and publish the Policy on the City of Adelaide website.
- 22.2. Update the Adelaide Park Lands Leasing and Licensing Operating Guideline to reflect the updated Policy.
- 22.3. Inform lessees and licensees about the updated Policy, including hosting a Lease and Licence Holder Forum in late October 2026.
- 22.4. Update lease and licence fee categories for adoption in the 2027/28 Fees and Charges Schedule.
- 23. Some aspects of the Policy will take effect immediately, while other aspects will apply as existing lease and licence agreements expire and are considered for renewal.

DATA AND SUPPORTING INFORMATION

Link 1 – Draft Adelaide Park Lands Leasing and Licensing Policy showing tracked changes

Link 2 – Proposed Park Lands Lease and Licence Fee Categories and Financial Impacts commencing 2027/28

ATTACHMENTS

Attachment A – Draft Adelaide Park Lands Leasing and Licensing Policy Public Consultation Summary Report

Attachment B – Adelaide Park Lands Leasing and Licensing Policy

- END OF REPORT -

City of Adelaide

Draft Adelaide Park Lands Leasing and Licensing Policy

Consultation Summary

August 2026



**Our
Adelaide**

Purpose

This document is a summary of feedback received during public consultation on the draft Adelaide Park Lands Leasing and Licensing Policy ('draft Policy') between 12 June and 2 July 2026.

Outreach and Engagement

Consultation Period – 12 June to 2 July 2026

1,568 OURADELAIDE VISITS	152 DRAFT POLICY DOWNLOADS	32 TOTAL SUBMISSIONS	23 (72%) CURRENT LESSEE OR LICENSEE SUBMISSIONS
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Outreach included the OurAdelaide project page and online form, email and written submission channels, opportunities to request a staff meeting, and two advertised drop-in sessions on 23 and 25 June. Two direct email campaigns were sent to current lessee and sublessee contacts during the consultation.

The 32 submissions comprised 27 OurAdelaide forms and five email or written submissions. 16 were received from community organisations, eight from educational institutions, seven from the broader community and one from a commercial entity.

This provided feedback from organisations directly affected by the draft Policy, as well as broader community perspectives.

How the findings are presented

Each completed feedback form and written submission was counted separately. Where more than one submission was received from an organisation, each was counted as a separate submission.

Each consultation question is reported separately so its result can be read alongside the comments received. Percentages for the structured questions use the online responses to that question. Written submissions are summarised under the relevant topic and do not change those percentages.

OurAdelaide visits and downloads are activity counts and may include repeat users.

Consultation context

The submission form asked respondents to rate three specific areas of the draft Policy. The results should be read as responses to the area tested in each question, rather than as an overall measure of support for the draft Policy.

Some respondents selected Agree while requesting changes to how a policy provision would operate. Others selected Neutral or Disagree while supporting part of the proposed policy approach.

Structured results

Consultation question	1 Strongly disagree	2 Disagree	3 Neutral	4 Agree	5 Strongly agree
Responsibilities and maintenance: responsibilities are clear (n=26)	7.7%	11.5%	3.8%	69.2%	7.7%
Fees and financial capacity: greater capacity should attract higher fees (n=27)	11.1%	11.1%	25.9%	33.3%	18.5%
Expression of Interest exemptions: listed circumstances are appropriate (n=27)	11.1%	14.8%	29.6%	25.9%	18.5%

Question wording is shortened for display. Percentages are rounded to one decimal and may not total 100%. One online respondent did not answer the question about responsibilities.

What We Heard

Community benefit and fee rebate eligibility

Question focus. Respondents were asked which community benefit actions should support fee rebate eligibility and whether other actions should be included.

Feedback identified the following priority areas of community benefit:

- **Shared use and access.** Making facilities available to schools, clubs and community groups where practical.
- **Participation and wellbeing.** Sport, recreation, social connection, youth development and community activity.
- **Inclusive and affordable participation.** Opportunities for diverse groups and people facing barriers to participation.
- **Public access and Park Lands protection.** Continued public use and limits on unnecessary exclusion.
- **Environmental and asset stewardship.** Sustainable practices, facility care and improvements to the Park Lands.

Respondents also asked that volunteer effort, facility maintenance, capital investment, partnerships and emergency support be recognised. Written submissions reinforced the principles of stewardship, access and community benefit.

Responsibilities and maintenance

Question focus. *Respondents were asked whether the responsibilities of Council, lessees and licensees were clearly outlined.*

77% of respondents agreed or strongly agreed that the responsibilities were clear.

The result indicates that the allocation of responsibilities was generally understood, but not that every proposed responsibility was supported; some respondents who selected "Agree" still raised concerns about specific obligations.

Comments focused on proportionality across agreement and facility types, including differences in exclusivity, control, facility condition and ownership, organisational capacity and existing investment.

Some respondents requested a clearer distinction between day-to-day maintenance, structural work, asset renewal and compliance-related upgrades. Respondents also asked how mandatory inspection costs and existing investment would be treated.

On waste, respondents asked about access to green organics and recycling services and whether the level of waste collection should reflect the scale of each facility. Other matters included graffiti removal, renewable electricity requirements, maintenance records, emergency access, event disruption and the allocation of costs.

Maintenance Responsibilities. Feedback emphasised clear maintenance schedules and definitions so the responsibilities set by the Policy and each agreement can be understood and applied consistently.

Fees and financial capacity

Question focus. *Respondents were asked whether organisations with greater financial capacity should pay higher lease or licence fees.*

52% of respondents agreed or strongly agreed, 26% were neutral and 22% disagreed or strongly disagreed.

The result showed greater support than opposition to differentiated fees. Comments focused on how financial capacity would be measured and applied, with respondents seeking a clear and transparent approach.

Participants who supported differentiated fees generally viewed them as a means of protecting access for smaller community organisations.

Across the ratings, the main issue was how financial capacity would be measured. Respondents noted that higher annual revenue can accompany higher participation and program delivery, as well as greater utility, maintenance and reinvestment costs, rather than indicating available surplus.

Respondents asked that an assessment consider the financial position of the entity holding the agreement, operating and utility costs, community benefit, existing investment, the value and exclusivity of the rights granted and the ability to generate commercial income. They also cautioned against penalising organisations where greater participation or shared use increases operating costs.

Written submissions sought transparent fee rates and practical examples, including how categories translate into charges, how existing agreements and rebates would be treated and how historic and continuing investment would be recognised

Financial Capacity. Feedback emphasised equitable fees and transparent application, with respondents seeking consideration of revenue alongside operating costs, community benefit and existing investment.

Exemptions from an Expression of Interest

Question focus. *Respondents were asked whether the listed circumstances for an exemption from an Expression of Interest were appropriate.*

44% of respondents agreed or strongly agreed, 30% were neutral and 26% disagreed or strongly disagreed.

Feedback indicated that respondents interpreted the question in two ways: direct negotiation with an established occupant and selection of a different occupant without an open process. This distinction helped explain why some respondents selected Neutral or Disagree while still supporting direct negotiation in defined circumstances. Concerns related mainly to transparency, certainty and the opportunity for an existing occupant to be heard.

Respondents expected any exemption to have clear criteria and formal oversight. Direct negotiation was considered appropriate where an Expression of Interest would add limited value, particularly for an established organisation with demonstrated compliance, community benefit and investment. Respondents also sought a fair process for reallocating an area.

Respondents also raised concerns about the time taken to complete the Expression of Interest process relative to the agreement terms, tenure uncertainty that can discourage investment, and reliance on specialised facilities with few alternatives. Several sought a clearer explanation of how Council would treat existing lessees and licensees compared with 'new' ones, and of holding-over arrangements.

EOI Exemptions. Feedback emphasised clear criteria and formal Council oversight, with direct negotiation recognised as appropriate in defined circumstances.

Increasing community use

Question focus. Respondents were asked what lessees and licensees could do to increase community use and what barriers may prevent this.

Actions identified

- **Shared access and casual hire.** Make facilities available for use outside core hours when capacity allows.
- **Clear information.** Publish availability, booking contacts and conditions through simple channels.
- **Programs and partnerships.** Offer open days and introductory activities and work with schools and community groups.
- **Council coordination.** Help connect organisations, users and nearby facilities where shared arrangements are practical.

Barriers identified

- **Facility limits.** Some sites are at capacity, purpose-built or require time for playing-surface recovery.
- **Operating costs.** Additional use can increase cleaning, utilities, maintenance, security and compliance costs.
- **Organisational capacity.** Volunteer groups may have limited time to promote facilities, manage bookings and supervise users.
- **Operational and access needs.** Safety, child protection, seasonal use, parking, events and tenure can restrict availability.

Community Access. Feedback identified opportunities for broader community use where facility capacity and operating requirements allow.

Policy clarity and additional detail

Question focus. Respondents were asked where further explanation or detail would be helpful.

Some respondents considered the existing level of detail sufficient, while others requested further detail in the following areas:

- **Lessee renewal and selection.** Existing agreements, holding over, past performance, investment and the Expression of Interest process.
- **Responsibilities.** Maintenance boundaries, structural elements, Council support and long-term asset planning.
- **Permitted use.** School sport, club functions, fundraising, casual hire and related revenue-generating activity.
- **Fees and access.** Fee calculations, rebates, subletting, cost recovery and expectations for community use.

- **Administration.** Reporting, events, access, parking, plain language and measurable criteria.

Written submissions reinforced the need for consistent terms and clear treatment of permitted use, tenure, fees, structural responsibilities and subletting.

Other feedback

Question focus. *Respondents were invited to provide any other feedback on the draft Policy.*

Additional feedback reinforced matters raised through the earlier questions and placed particular emphasis on tenure and the practical operation of the Policy.

- **Tenure and investment.** Greater tenure certainty where organisations have made, or plan to make, significant investment.
- **Proportionate administration.** Reporting and obligations that recognise volunteer capacity and the rights provided by each agreement.
- **Permitted use and income.** Clear treatment of legitimate fundraising, approved hire and cost recovery.
- **Park Lands outcomes.** Continued public access, community benefit, amenity and protection of the Park Lands.

A compilation of verbatim consultation responses is provided separately (ACC2026/97747).

Conclusion

Public consultation on the draft Policy resulted in 32 submissions. It identified areas of broad agreement and matters where respondents sought further detail on the practical application of the Policy. Most respondents to the structured question considered responsibilities clear, while comments across the responsibilities, fee categories and EOI exemption questions emphasised the need for clarity, transparency and practical implementation.

Views differed on how financial capacity should be assessed and when direct negotiation may be appropriate. These differences reflected varied operating models, agreement types, facilities, levels of control and existing investment across the Park Lands.

Appendix A – Respondents by category

Community organisations	Educational institutions	Commercial entities	Broader community
Torrens Rowing Club Inc	Wilderness School Ltd	Earth Adventure	The North Adelaide Society
SAUCNA	Department for Education		Individual
Adelaide Community Sports and Recreation Association	Prince Alfred College		Individual
Adelaide Comets FC (2x)	Blackfriars Priory School		Individual
Touch Football South Australia	Pulteney Grammar School		Individual
Club De Petanque D'Adelaide	Pembroke School		Individual
Adelaide Harriers Athletic Club	Adelaide University		Individual
Adelaide Bowling Club Inc	Sports Association for Adelaide Schools		
South Park Lands Hockey and Tennis Centre Inc			
Football SA			
West Adelaide Soccer Club			
South Terrace Croquet Club			
Adelaide Archery Club			
Croquet SA			
Old Ignatians Football Club			

 = Current lessee/licensee/sublessee

ADELAIDE PARK LANDS LEASING AND LICENSING POLICY

Date this document was adopted

non-legislative

PURPOSE

This Policy outlines the City of Adelaide's approach to managing lease and licence agreements on Community Land under its care and control within the Adelaide Park Lands for the benefit of the community.

STATEMENT

Guiding Principles

Strategic Alignment

Lease and licence arrangements will support Council's strategic objectives and deliver positive community outcomes by:

- Aligning with relevant policies, plans and strategies.
- Prioritising uses that deliver community benefit and enhance the Park Lands experience.
- Matching tenure with investment and commitment.

Sustainability and Stewardship

Leases and licences will support the long-term sustainability and responsible stewardship of Park Lands assets by:

- Supporting climate adaptation, greening and environmental sustainability.
- Encouraging efficient and optimised use of facilities.
- Recognising shared responsibilities for asset maintenance and care.
- Being consistent with the statutory principles outlined under section 4 of the *Adelaide Park Lands Act 2005* (SA).

Inclusive and Equitable Access

The Park Lands are a shared community asset and will remain welcoming and accessible to a diverse range of users by:

- Supporting safe, inclusive and accessible environments.
- Applying equitable fee structures that reflect asset value, exclusivity, maintenance responsibilities and connection to the city, while supporting participation.

Good Governance

Leases and licences will be managed in a transparent, consistent and accountable manner by:

- Complying with relevant legislation.
- Applying a fair and transparent selection process.
- Supporting timely and consistent decision-making.
- Requiring appropriate reporting to demonstrate community benefit.
- Supporting organisational capacity building.

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

1. Strategic Alignment

1.1 Eligibility

Council may enter into lease or licence agreements with commercial entities, educational institutions, community organisations and government agencies where the proposed use supports the activation and enjoyment of the Park Lands, delivers a demonstrable community benefit, maintains public access, and is consistent with relevant legislation and Council policies as well as the Adelaide Park Lands Community Land Management Plan and the Adelaide Park Lands Management Strategy.

1.2 Permitted Use

Lease and licence areas may only be used for the approved permitted use and must not be used in a manner inconsistent with the Adelaide Park Lands Community Land Management Plan, unless approved separately by Council and in accordance with any applicable legislation.

Non-commercial organisations may only use lease or licence areas for community sport, recreation, physical activity, community development, and activities or events directly related to these core purposes. These areas must not be used, or permitted to be used, for any other purpose, including private or commercial activities or events that are not directly related to the organisation's core purpose, without Council (Administration) approval.

Requests to host these activities or events will be considered on a case-by-case basis.

1.3 Tenure

The term of lease and licence agreements will generally not exceed five years.

Where a significant capital contribution is proposed, an agreement may be granted for a period of 10 to 21 years, including any renewal rights.

Renewal rights will be incorporated into agreements granted for more than five years to enable periodic reviews of conditions and performance (e.g. four + four).

Agreements with State or Federal Ministers (or their agencies) may be granted for a period up to 42 years, including any renewal rights.

2. Sustainability and Stewardship

2.1 Park Lands Stewards

Non-commercial organisations may be eligible for lease and licence fee reductions 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 the use of solar power and recycled water, and actions to reduce waste sent to landfill.
- 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.

Reductions will be assessed and applied retrospectively in the following year, based on demonstrated delivery of eligible community benefit actions (see Section 3.1.2.5 Incentive-Based Reductions).

2.2 Responsibilities

Unless agreed otherwise, all **Park Lands lessees and licensees** will be responsible for:

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Day-to-day maintenance and upkeep of leased and licensed areas, including buildings and associated outdoor infrastructure, where applicable.	✓	✓	✓	✓
Maintenance and renewal of lessee/licensee improvements.	✓	✓	✓	✓
Costs associated with operating and maintaining leased and licensed areas, including all outgoings and mandatory inspections.	✓	✓	✓	✓
Maintaining appropriate levels of insurance.	✓	✓	✓	✓
Maintaining leased and licensed areas in a clean and tidy condition, including the prompt clean-up of any debris created by the lessee/licensee or by any person using or accessing the leased or licensed area with the lessee's/licensee's permission or authority.	✓	✓	✓	✓
Waste management, including green organics and recycling services.	✓	✓	✓	✓

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Entering into an electricity contract with an all-renewable electricity retailer.	✓	✓	✓	✓
Complying with all relevant legislation and codes relating to health and safety.	✓	✓	✓	✓
Completing the make good requirements prior to and/or at the expiry of the lease or licence.	✓	✓	✓	✓
Providing a safe and welcoming environment for their staff, volunteers, members and the community.	✓	✓	✓	✓
Ensuring sporting surfaces are fit for their intended purpose.	If applicable	✓	✓	✓
Reporting safety or risk concerns to Council immediately.	✓	✓	✓	✓
Retaining records of maintenance for the duration of the lease or licence.	✓	✓	✓	✓
Providing Council with the necessary means to access leased areas in emergencies (e.g., keys, fobs, codes, etc).	✓	✓	✓	✓

Unless agreed otherwise, **Council** will be responsible for:

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Providing capacity-building and volunteer recognition opportunities.	-	✓	✓	-
Conducting an annual leasing and licensing forum.	-	✓	✓	✓
Conducting annual facility inspections.	✓	✓	✓	✓
Supporting community lessees in identifying and applying for grant funding.	-	✓	-	-
Insuring Council buildings and recovering the premium from lessees.	✓	✓	✓	✓
Providing online forms for consistency and efficiency.	✓	✓	✓	✓
Issuing maintenance schedules detailing responsibilities and expectations.	✓	✓	✓	✓
Renewing key structural building elements of Council-owned buildings.	-	✓	✓	-
Providing a lawn mowing service as per Council's service standards (where applicable).	-	✓	-	-
Tree care/maintenance.	✓	✓	✓	✓
Collecting general waste as per Council's guidelines.	-	✓	✓	-
Supporting lessees to undertake community stewardship and sustainability initiatives.	-	✓	✓	✓
Assisting with the facilitation of subletting and casual use of leased and licensed facilities.	-	✓	✓	✓

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Maintaining public toilets within leased premises.	✓	✓	✓	✓
Assisting with the remediation of third-party damage.	–	✓*	–	–

* Council recognises that damage caused by graffiti, theft, vandalism and other unlawful acts by third parties is generally beyond the control of a lessee or licensee. Where such damage is not covered by insurance, Council and the lessee or licensee, where the lessee or licensee is a community organisation, will work together to determine an appropriate remediation response, including the allocation of costs and responsibilities, having regard to the nature of the damage, the public benefit of the facility, and the resources available to each party.

3. Inclusive and Equitable Access

3.1 Lease and Licence Fees

3.1.1 Commercial Entities

Lease and licence fees will be based on a market rent valuation, with Consumer Price Index (CPI) reviews, as shown below:

Lease Fee (Rent)	Licence Fee
Market Rent Valuation with CPI reviews	Market Rent Valuation with CPI reviews

Where a comparable market rental valuation is not available, the negotiated lease or licence fee will be no less than the applicable fee set by Council in its annual Fees and Charges Schedule.

3.1.2 Non-commercial Organisations

Lease and licence fees will be set annually through Council's Fees and Charges Schedule. Non-commercial organisations will be categorised as shown below, with Category 2 organisations paying higher lease and licence fees than Category 1 organisations.

Category 1	Category 2
Not-for-profit clubs, associations and community groups with a total annual revenue of up to \$3 million. All government schools (primary and secondary).	Not-for-profit clubs, associations and community groups with a total annual revenue of more than \$3 million. All universities, non-government schools (primary and secondary), and associated alumni organisations. Government agencies (excluding government schools).

Community organisations that hold agreements for community gardens in the Adelaide Park Lands will be charged a nominal fee.

3.1.2.1 Lease Fees - Buildings

Fees for leasing buildings will be based on floor area multiplied by the prescribed rate per square metre found in Council's Fees and Charges Schedule (as updated from time to time).

3.1.2.2 Lease Fees - Community Building Redevelopment

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 rate per square metre found in Council's Fees and Charges Schedule (as updated from time to time).

Where Council contributes to the redevelopment of a community building, the lease fee will be determined through negotiation and will be calculated by starting with the prescribed rate found in Council's Fees and Charges Schedule (as updated from time to time) applicable to a building of equivalent floor area, and then taking into account:

- the value of the redeveloped community building (independently determined)
- the lessee's financial contribution to the redevelopment (including external grant funding)
- the lessee's capacity to pay

The negotiated lease fee will be approved by a formal Council decision.

3.1.2.3 Licence Fees

Fees for licensing land will be based on the area multiplied by the prescribed rate per hectare found in Council's Fees and Charges Schedule (as updated from time to time).

Licence fees will be higher where access is restricted and controlled by the licensee, e.g., restricted access due to a fence / locked gate.

3.1.2.4 Example Lease/Licence Fee Calculations

Examples of lease and licence fee rates being applied to particular scenarios and categories of occupant are provided below:

Non-commercial Lessee/Licensee Category	Lease Fee – Building floor area = 300sqm	Licence Fee – Area of sports ovals = 1.5 hectares
Category 1	Fee = 300 x \$11.40 per sqm	Fee = 1.5 x \$842.50 per ha
Category 2	Fee = 300 x \$22.80 per sqm	Fee = 1.5 x \$2,527.50 per ha

3.1.2.5 Incentive-Based Reductions

Non-commercial organisations may be eligible for a reduction of up to 50% of their lease or licence fees. Any reduction will be determined at the discretion of Council (Administration) and applied retrospectively in the following financial year, based on the lease or licence fees paid in the preceding financial year.

To qualify for the maximum reduction, lessees and licensees must demonstrate the delivery of multiple measurable community benefit actions. Council will provide a Fee

Reduction Guideline to assist non-commercial organisations in understanding the eligibility criteria and application process.

Council is under no obligation to approve or provide a fee reduction. All applications will be assessed on their individual merits.

3.2 Hardship

Council will consider requests for a reduction or deferment of lease and licence fees where the organisation is experiencing financial hardship. A reduction in this circumstance will require a formal Council decision.

3.3 Subletting and Casual Hire

All subletting agreements must be approved by Council (Administration). The tenure of a subletting agreement will not exceed the remaining tenure of the (head) lease or licence. A subletting agreement with a proposed tenure of more than ten years will require a formal Council decision.

Casual hire may occur without consent, provided it is consistent with the permitted use of the leased or licensed area.

3.3.1 Non-commercial Organisations

Non-commercial organisations must use reasonable endeavours, having regard to their resources and the capacity of their leased or licensed area, to make those areas available for use by other community groups and organisations when not in use by the lessee or licensee.

Non-commercial organisations:

- must nominate a contact person to manage subletting and casual hire enquiries.
- may charge sublessees and casual hirers fees within the range of fees determined by Council and made publicly available
- may, acting reasonably, recover any costs directly incurred as a result of the sublessee's or hirer's use of the area, such as additional cleaning or the provision of an item that would not otherwise have been required.
- must not impose fees, charges, terms, conditions or other obligations on sublessees or casual hirers that are more onerous than those imposed by Council, except for the recovery of reasonable, directly incurred costs as described above.

If Council is of the view that the lessee or licensee has not made their area sufficiently available, Council will work with the lessee or licensee to develop a plan to increase community access.

A non-commercial organisation cannot sublet to a commercial entity unless approved by a formal Council decision. Support of such arrangements will consider:

- the appropriateness of the proposed service/activity;
- the scale of the proposed service/activity in relation to the service/activity of the head lessee/licensee;
- the location of the proposed service/activity in relation to existing city businesses;
- and

- the proportion of revenue generated through the arrangement that will be reinvested into the ongoing improvement and enhancement of facilities within the Park Lands.

4. Good Governance

4.1 Lessee/Licensee Reporting

Community Organisations and Educational Institutions will:

- Attend an annual leasing and licensing forum conducted by Council.
- Submit an annual report to Council detailing:
 - key personnel contact details;
 - maintenance records;
 - income and expenditure (relating to the leased/licensed area);
 - evidence of compliance checks;
 - insurance certificates;
 - subletting arrangements;
 - casual hires; and
 - membership numbers.

Council may, from time to time, request additional documentation, including, but not limited to, a list of office bearers, audited financial statements, a business plan or strategy, and participation numbers and demographics.

Failure to attend the annual leasing and licensing forum or comply with reporting requirements may result in a Community Organisation and Educational Institution being ineligible for lease or licence fee reductions.

4.2 Selection of a Lessee/Licensee

The granting of a new lease or licence agreement may be undertaken through an Expression of Interest (EOI) process, open to the public for a minimum of four weeks (28 days). The assessment weighting and methodology will be provided in the EOI documentation.

EOI submissions will be assessed by Council (Administration), with the findings presented to Kadaltilla / Adelaide Park Lands Authority and Council.

Council may, at its discretion:

- decline to grant an agreement following the completion of an EOI process; or
- exempt an organisation from an EOI process, which will require a formal decision of Council, where the proposed agreement:
 - relates to an existing commercial lessee/licensee that has demonstrated ongoing compliance with lease/licence conditions and community benefit, and where undertaking an EOI would risk undermining a beneficial commercial arrangement; or
 - will be granted to a State or Federal Minister (or their agencies); or
 - is for a community garden; or
 - relates to improvements planned by Council in partnership with a third party(s), and the third party(s) is the existing tenant and the proposed tenant(s) of the improvements; or

- involves the Kurna Yerta Aboriginal Corporation (or equivalent organisation) being the proposed tenant.

Council (Administration) may exempt an organisation from an EOI process where the proposed agreement is for a period of two years or less, provided that such an agreement does not result in a total continuous occupation exceeding four years (e.g. 2 + 2).

The application of any of these circumstances only permits consideration of direct negotiations and does not constitute a decision to grant, or an undertaking to grant, a lease or licence, which remains subject to all requirements of the *Local Government Act 1999* (SA), the *Adelaide Park Lands Act 2005* (SA) and the Adelaide Park Lands Community Land Management Plan.

4.3 Holding Over

Council may rely on the holding over provisions of a lease or licence to manage short-term occupation where appropriate.

Holding over is intended to be a short-term arrangement only and should not exceed six months. Where continued occupation is anticipated, Council will seek to grant a new lease or licence, including for a shorter fixed term (for example, 12 or 24 months), rather than allowing a holding over arrangement to continue for an extended period.

4.4 Public Consultation and Parliamentary Review

Public consultation will be undertaken on a draft lease or licence agreement in accordance with Council's Community Engagement Policy and the *Local Government Act 1999* (SA) where the proposed tenure period is greater than five years (including any right of renewal) and/or where an amendment to the Adelaide Park Lands Community Land Management Plan (CLMP) may be required (irrespective of the proposed tenure period).

Under the *Adelaide Park Lands Act 2005* (SA), before an agreement with a proposed tenure of ten years or more, including any renewal rights, can be executed, the draft agreement must be laid before both Houses of Parliament and follow the prescribed legislative process.

This process will only occur after the public consultation findings and draft agreement have been formally considered by Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) and Council.

The following table shows the required consultation processes depending on the nature and term of the lease or licence agreement:

	Advice from Kadaltilla / Adelaide Park Lands Authority	Decision of Council	Public Consultation	Lease/Licence laid before both Houses of Parliament
Agreement exceeds 2 years but is equal to or less than 5 years and consistent with CLMP	✓		Not required	
Agreement exceeds 5 years but less than 10 years	✓	✓	✓	Not required
Agreement equal to or greater than 10 years	✓	✓	✓	✓

4.5 Ownership of Improvements

All fixed improvements made to a leased or licensed area by a lessee or licensee will require Council's approval and be vested in Council at the expiry of the agreement, unless otherwise agreed in writing.

The removal of any fixed improvements by a lessee or licensee at the expiry or sooner determination of the lease or licence will require the approval of Council (Administration).

4.6 Compensation

Excluding commercial assignments or dealings directly between the parties, any new lessee or licensee will not be required by Council to compensate the previous lessee or licensee, nor will Council compensate a lessee or licensee at the end of its tenure term, despite an agreement not being renewed, or where an agreement is terminated early by the lessee, licensee or lessor.

4.7 Park Lands Events

The nature of the Park Lands is such that certain leased or licensed areas may at times be unavailable for use and occupation due to public or special events.

Council and event organisers will seek to foster cooperative business opportunities and aim to minimise disruption to lessees in the Park Lands wherever possible.

Where Council approves an event, events impacting leased or licensed areas should provide at least four months' notice and partner with Council to return the area to its pre-event condition following the bump-out. A lessee or licensee will not be required to pay lease or licence fees for any period during which the leased or licensed area is

unavailable for their use, including any period required for remediation and reinstatement.

When entering into leases and licenses in the Park Lands, lessees and licensees will be required to acknowledge that they release Council from any claim arising from or in connection with any public or special events or the leased or licensed area not being available for the Lessee's or Licensee's use and occupation

4.8 Vehicle Access

Lessees will be permitted to access the Park Lands via designated access points to undertake maintenance and to load and unload equipment. Motor vehicles will not be permitted to remain on the Park Lands unless they are in a designated parking area and display a Council-issued permit.

On-street parking adjacent to leased and licensed areas will be prioritised for accessible parking and loading and unloading, to improve accessibility to Park Lands facilities and minimise vehicle movements on the Park Lands.

4.9 Signage

All permanent and temporary signage will require the approval of Council (Administration).

Permanent signage must align with relevant Council guidelines and must not include or feature any third-party advertising. This includes, but is not limited to, business, company, or product names, acronyms, or logos, with the sole exception of those belonging to the lessee.

Temporary signage will comply with the South Australian Planning and Design Code (Adelaide Park Lands Zone). Temporary sponsorship signage must be oriented inward, facing the field of play.

Electronic scoreboards may only be activated during scheduled competition times.

4.10 Naming Rights

Proposals to name an area, facility or improvement that are contrary to the naming conventions of the Adelaide Park Lands will require a formal decision of Council.

4.11 Gaming Machines

Leased and licensed areas must not be used for any gambling activity, including the operation of gaming machines, or for the display, promotion or advertising of gambling.

4.12 Liquor Licence

A lessee or licensee (including sub-lessees and casual use hirers) must not sell, serve or supply to persons, or allow persons to consume alcohol on or from their facilities without first obtaining the consent of Council (Administration), subject to whatever conditions it sees fit, and all required consents from any relevant Statutory Authorities as per the *Liquor Licensing Act 1997* (SA).

4.13 Closed Circuit Television

Lessees and licensees may install CCTV systems to support community safety, provided that they can ensure any CCTV use complies with all applicable laws, regulations, and requirements, including those relating to privacy, data protection, and surveillance.

Application of this Policy

Council Administration will implement this Policy in accordance with Council decisions, relevant legislation, the Adelaide Park Lands and Leasing and Licensing Operating Guideline, and through a suite of lease and licence agreements, taking into consideration the purpose, scale, frequency of use, and levels of responsibility.

A Lease Agreement may be used for the exclusive use of facilities (e.g. buildings), with maintenance and services responsibilities detailed.

A Ground Lease may be used where the facilities (e.g. buildings) are owned by the lessee.

A Licence Agreement may be used for regular and ongoing non-exclusive use of facilities (e.g. playing fields), with maintenance and service responsibilities detailed.

Where there are exclusive and non-exclusive rights, Council will embed the licence conditions into an overarching lease agreement.

Limitations of this Policy

This Policy does not apply to:

- Activities or works on public roads through the Park Lands (pursuant to sections 221 and 222 of the *Local Government Act 1999* (SA))
- City Works Permits
- Park Lands Permits
- Hire Agreements
- Park Lands Event Licences
- Depasturing Licences granted to individuals to permit horses on Lefevre Park / Nantu Wama (Park 6)
- The lease and licence granted to the Minister for Transport and Infrastructure for Adelaide Oval – these are provided for in the *Adelaide Oval Redevelopment and Management Act 2011* (SA)
- Temporary works and compounds
- Agreements for areas of the Adelaide Park Lands that are not under the care and control of the City of Adelaide

OTHER USEFUL DOCUMENTS

Related documents

- Adelaide Park Lands Leasing and Licensing Operating Guideline (tbd)
- Adelaide Park Lands Community Buildings (Sport and Recreation) Policy (2024)
- Adelaide Park Lands Community Land Management Plan (2023)
- Adelaide Park Lands Management Strategy – Towards 2036 (2025)
- City of Adelaide Strategic Plan (2024 – 2028)

Relevant legislation

- *Adelaide Park Lands Act 2005* (SA)
- *Liquor Licensing Act 1997* (SA)
- *Local Government Act 1999* (SA)
- *Planning, Development and Infrastructure Act 2016* (SA)
- *South Australian Motor Sport Act 1984* (SA)

NOTE: The *Retail and Commercial Leases Act 1995* (SA) does not apply to the Adelaide Park Lands, pursuant to an exemption granted under section 77(1) of the Act by the Minister for Business Services and Consumers on 28 December 2011.

GLOSSARY

Throughout this document, the below terms have been used and are defined as:

Adelaide Park Lands: Those areas of the Park Lands defined by the *Adelaide Park Lands Act 2005* (SA), which have been Gazetted by Parliament and defined to be under care and control of the City of Adelaide.

Adelaide Park Lands Community Land Management Plan: A document required under the *Local Government Act 1999* (SA), that informs how community land under the care and control of the City of Adelaide will be managed in accordance with the Adelaide Park Lands Management Strategy, including the identification of leased and licensed areas.

Adelaide Park Lands Management Strategy: A document required under the *Adelaide Park Lands Act 2005* (SA), that sets the strategic framework for the overall planning and management of the Adelaide Park Lands.

Assignment of Lease: The process involving a lessee transferring their interest, rights and obligations under an existing lease agreement to a new party. An assignment requires Council's consent before execution.

Building Floor Area: The total floor area of a building across all levels.

Casual Hire: Relates to one-off or irregular use of leased or licensed areas.

Commercial Entity: An incorporated or registered business with its core activity involving the selling of goods or services for profit.

Community Garden: An area of community land cultivated collectively or in individual plots by members of the community for the purpose of growing plants, fostering community engagement, and supporting environmental sustainability.

Community Organisation: A recreation and sport club or association, or similar not-for-profit community organisation.

Council (Administration): For the purposes of this Policy, this term refers to approval or consent granted by the Council Administration under delegated authority. Where no applicable delegation exists, or where Administration otherwise considers that a matter should be determined by Council, approval or consent must be sought by a formal decision of Council.

Educational Institution: A government/non-government primary or secondary school, college or university.

Expression of Interest: A formal process where eligible organisations are invited to submit an interest in leasing or licensing an identified area of the Park Lands.

Government Agency: Any state or federal government department or its agencies, including, but not limited to, lease and licence agreements with Ministers on behalf of government schools.

Ground Lease: Involves the lessee owning the improvements during the lease term, while Council retains ownership (care and control) of the land. The improvements are usually removed by the lessee or transferred to the lessor upon lease expiration, unless agreed otherwise.

Holding Over: Involves a lessee or licensee continuing to occupy a leased or licensed area after their agreement expires, without executing a new one. It creates a short-term, periodic tenancy (often month-to-month) under the terms of the original lease or licence.

Improvements: Any fixture, fitting or structure constructed or installed on a leased or licensed area by the lessee/licensee or lessor.

Key Structural Building Elements: This includes the building substructure, floor, load-bearing posts and walls, roof, including overhangs and verandas, cladding and doors and windows.

Lease: A lease confers an exclusive contractual right on a lessee to use the land, whereby the lessee facilitates access via appropriate means (e.g., membership, sublease, and casual booking). A lease is generally provided for buildings that require a level of security of tenure.

Lessee/Licensee: An organisation that has a direct legal relationship with Council via a lease or licence agreement.

Licence: A licence confers a non-exclusive contractual right on a licensee to the first right of use of the land, but allows public access when not in use by the licensee (and any sub-licensees). A licence is generally provided for open areas such as playing fields.

Maintenance and Upkeep: This relates to all direct and indirect costs and tasks associated with maintaining leased and licensed facilities to ensure they remain fit for purpose for their intended activity.

Market Rent Valuation: Where Council seeks the services of an independent valuer to ascertain the appropriate fees to be charged to a commercial lessee or licensee based on similar market circumstances.

Nominal Fee: A nominal rent is used to make a lease or licence agreement legally valid where no real lease or licence fee is intended.

Non-commercial Organisation: For the purpose of this Policy, an educational institution, not-for-profit community organisation or government agency.

Non-commercial Organisations – Permitted Use: Activities and events that directly support or advance the primary purpose of the lessee or licensee in delivering sport, recreation, physical activity or community development. Permitted use may include, but is not limited to:

- Training and competition
- Open days, sports carnivals, sports days and 'come and try' days
- Club, association or school sport presentations and awards events
- Registration and membership days
- Fundraising activities that directly support the lessee's or licensee's sport, recreation, physical activity or community development objectives

Incidental activities undertaken solely to support the lessee's or licensee's primary purpose, such as operating a canteen, selling merchandise or conducting raffles, do not themselves constitute a commercial use.

Parliamentary Process: A formal process contained within the *Adelaide Park Lands Act 2005* (SA), that requires Council to submit a draft lease or licence agreement, with a tenure period of ten years or more, to the South Australian Parliament.

Public Toilets: For the purposes of this Policy, public toilets are toilets located within or adjoining leased premises that are externally accessible to the public, with opening and closing hours determined by Council.

Renewal Rights: A clause in a lease or licence giving rights to the lessee or licensee to extend an agreement for a further specific period, subject to following the terms of the agreement at the time of the renewal.

Signage – Permanent: Signage that is fixed or installed on a long-term basis to identify a lessee, licensee, facility, wayfinding or approved activity.

Signage – Temporary: Signage that is installed for a limited period to promote or provide information about a specific event, activity, program, competition or other approved use of the leased or licensed area.

Significant Capital Contribution: Council will determine whether a capital contribution is significant, having regard to the organisation's financial capacity, the level of community benefit expected to result from the investment, and any other relevant considerations. External grant funding obtained by a community organisation will be recognised as a capital contribution.

Subletting: Where a lessee or licensee enters into an agreement with another organisation to utilise a leased or licensed facility and must be under the same conditions as the original agreement.

Total Annual Revenue: The gross income received over a 12-month period from all operating and non-operating sources, excluding any grant funding received and related interest earned, prior to the deduction of expenses, taxes, or other costs. For a State Sporting Association, gross income will be based on total annual revenue generated within the State and will exclude revenue from national operations.

ADMINISTRATIVE

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

This Policy document will be reviewed every **four** years unless legislative or operational change occurs beforehand. The next review is required in **2030**.

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2016/ 19640	Council	January 2016	Adopted Adelaide Park Lands Leasing and Licensing Policy
ACC2026/65125	Council	9 June 2026	Draft approved for public consultation

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