



COUNCIL

Agenda and Reports

for the meeting on

Tuesday, 12 May 2026

at 5.30 pm

in the Council Chamber, Adelaide Town Hall

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Our Adelaide.
Bold.
Aspirational.
Innovative.

Members: The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith (Presiding)
Deputy Lord Mayor, Councillor Noon
Councillors Abrahamzadeh, Cabada, Couros, Davis, Freeman, Giles, Maher, Martin,
Dr Siebentritt and Snape

Agenda

Item	Pages
1. Acknowledgement of Country The Lord Mayor will state: ‘The City of Adelaide acknowledges the Kurna 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 Kurna Elders past and present and recognise the important role of emerging leaders in sustaining and strengthening culture.’	
2. Acknowledgement of Colonel William Light The Lord Mayor will state: ‘The Council acknowledges the vision of Colonel William Light in determining the site for Adelaide and the design of the City with its six squares and surrounding belt of continuous Park Lands which is recognised on the National Heritage List as one of the greatest examples of Australia’s planning heritage.’	
3. Prayer The Lord Mayor will state: ‘We pray for wisdom, courage, empathy, understanding and guidance in the decisions that we make, whilst seeking and respecting the opinions of others.’	
4. Pledge The Lord Mayor will state: ‘May we in this meeting speak honestly, listen attentively, think clearly and decide wisely for the good governance of the City of Adelaide and the wellbeing of those we serve.’	
5. Memorial Silence The Lord Mayor will ask all present to stand in silence in memory of those who gave their lives in defence of their Country, at sea, on land and in the air.	
6. Apologies and Leave of Absence Nil	
7. Confirmation of Minutes - 28/4/2026 That the Minutes of the meeting of the Council held on 28 April 2026, be taken as read and be confirmed as an accurate record of proceedings. View public 28 April 2026 Minutes.	

8.	Declaration of Conflict of Interest	
9.	Deputations	
	Granted at time of Agenda Publication – 8/5/2026	
	Nil	
10.	Petitions	
	Nil	
	Recommendation/Advice from Committee/s	
11.	Advice of the Kadaltilla/ Adelaide Park Lands Authority 23 April 2026	4 - 6
12.	Recommendations of the City Community Services and Culture Committee - 5 May 2026	7 - 131
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14.	Reports for Council (Chief Executive Officer's Reports)	
	14.1 Ombudsman SA - Investigation Outcome	135 - 151
15.	Lord Mayor's Reports	
16.	Councillors' Reports	
17.	Motions on Notice	
	17.1 Deputy Lord Mayor, Councillor Noon - Mon - Residential Growth, Liveability and Governance in Apartment and Complex Living	152 - 153
18.	Motions without Notice	
19.	Questions on Notice	
	19.1 Deputy Lord Mayor, Councillor Noon - QoN - Mandatory Statutory Exemptions and Rebates from Council Rates	154 - 155
	19.2 Deputy Lord Mayor, Councillor Noon - QoN - Consultation on Significant Murals	156
20.	Questions without Notice	
21.	Exclusion of the Public	157 - 159
	In accordance with sections 90(2),(3) and (7) of the <i>Local Government Act 1999 (SA)</i> Council will consider whether to discuss in confidence the reports contained within section 22 of this Agenda.	
	Confidential Recommendation/Advice from Committee/s	
22.	Confidential Recommendation of the City Planning, Development and Business Affairs Committee - 5 May 2026 [s 90(3) (b), (d)]	160 - 162
23.	Closure	

Advice of the Kadaltilla/ Adelaide Park Lands Authority 23 April 2026

Tuesday, 12 May 2026
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) is the principal advisor to both the Council and the State Government on the protection, management, enhancement and promotion of the Adelaide Park Lands.

This report presents the advice from Kadaltilla in response to Board deliberations at its meeting held on 23 April 2026 on the following matters:

- Item 6.1 - Community Consultation Outcomes Adelaide TreeClimb SA Lease Park 20
- Item 6.2 - Park Lands Lease Consultation Findings
- Item 6.3 - Lease Variation Tennis SA and Memorial Drive Tennis Club (Park 26)

RECOMMENDATION

THAT COUNCIL

1. Notes that Kadaltilla / Adelaide Park Lands Authority met on 23 April 2026.
2. Notes the advice of the Kadaltilla / Adelaide Park Lands Authority from the meeting of the Board held on 23 April 2026, contained in Item 11 on the Agenda for the meeting of the Council held on 12 May 2026 in relation to:
 - 2.1. Community Consultation Outcomes Adelaide TreeClimb SA Lease Park 20
 - 2.2. Park Lands Lease Consultation Findings
 - 2.3. Lease Variation Tennis SA and Memorial Drive Tennis Club (Park 26)

DISCUSSION

1. Kadaltilla met on 23 April 2026, deliberating on the following matters:

- 1.1. Item 6.1 - Community Consultation Outcomes Adelaide TreeClimb SA Lease Park 20
- 1.2. Item 6.2 - Park Lands Lease Consultation Findings
- 1.3. Item 6.3 - Lease Variation Tennis SA and Memorial Drive Tennis Club (Park 26)

The Agenda and Minutes for the Kadaltilla Board meeting can be viewed [here](#).

2. Kadaltilla resolved to advise Council as follows in relation to:

2.1. Item 6.1 - Community Consultation Outcomes Adelaide TreeClimb SA Lease Park 20

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

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

2.2. Item 6.2 - Park Lands Lease Consultation Findings

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

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

2.3. Item 6.3 - Lease Variation Tennis SA and Memorial Drive Tennis Club (Park 26)

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

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

DATA AND SUPPORTING INFORMATION

Link 1 – [Agenda for Kadaltilla / Adelaide Park Lands Authority on Thursday, 23rd April, 2026, 4.30 pm - City of Adelaide](#)

ATTACHMENTS

Nil

- END OF REPORT -

Recommendations of the City Community Services and Culture Committee – 5 May 2026

Tuesday, 12 May 2026
Council

Strategic Alignment – Our Corporation

Public

Program Contact:
Rebecca Hayes, Associate
Director Governance and
Strategy

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The City Community Services and Culture Committee considered the following Item at its meeting held on 5 May 2026 and resolved to present to Council the following recommendations for Council determination:

- Item 7.1 – Park Safe Review - On-Street Parking in the City of Adelaide
- Item 7.2 – Park Lands Lease Consultation Findings

RECOMMENDATION

1. Recommendation 1 – Item 7.1 - Park Safe Review - On-Street Parking in the City of Adelaide

THAT COUNCIL

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

2. Recommendation 2 – Item 7.2 - Park Lands Lease Consultation Findings

THAT COUNCIL

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

DISCUSSION

1. The City Community Services and Culture Committee met on Tuesday 5 May 2026. The Agenda with reports for the meeting can be viewed [here](#).
2. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first with the original recommendation provided in grey and italics.
3. The following matters were the subject of deliberation.
 - 3.1. Item 7.1 - Park Safe Review - On-Street Parking in the City of Adelaide

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

 1. Notes the report as contained in Item 7.1 on the Agenda for the Meeting of the City Community Services and Culture Committee held on 5 May 2026.
 - 3.2. Item 7.2 - Park Lands Lease Consultation Findings

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

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

For ease, Attachments A - D relating to Recommendation 2, Item 7.2, have been included at the end of this recommendation report.
4. The Committee also received a workshop on the Draft Park Lands Leasing and Licencing Policy.

DATA AND SUPPORTING INFORMATION

Link 1 – City Community Services and Culture Committee Agenda

ATTACHMENTS

- END OF REPORT -

Draft Park Lands Community Lease Agreements – Engagement Summary

Denise Norton Park / Pardipardinyilla (Park 2)

Bullrush Park / Warnpangga (Park 10)

Mary Lee Park (Park 27b)



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Draft Park Lands Community Lease Agreement



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Draft Park Lands Community Lease Agreement



INTRODUCTION

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

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

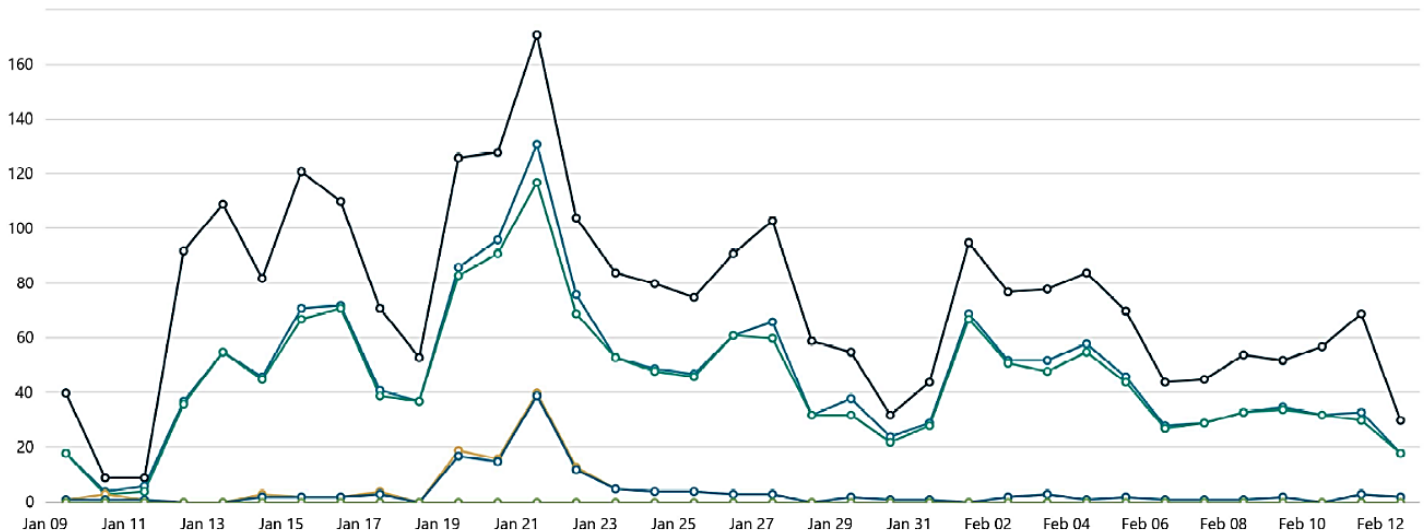
These leases relate to the community use of the associated buildings and playing fields of each park. Each lessee has a long-standing presence on the site and contributes significantly to local sport and recreation.

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

ENGAGEMENT OVERVIEW

Performance Summary

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



2,603
Views

1,660
Visits

1,475
Visitors

145
Contributions

133
Contributors

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

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

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

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

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

Draft Park Lands Community Lease Agreement



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

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

WHO WAS ENGAGED

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

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

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

HOW WE ENGAGED

Community members were informed about the consultation through multiple channels.

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

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

Draft Park Lands Community Lease Agreement



QUANTITATIVE FINDINGS

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

DEMOGRAPHIC OVERVIEW

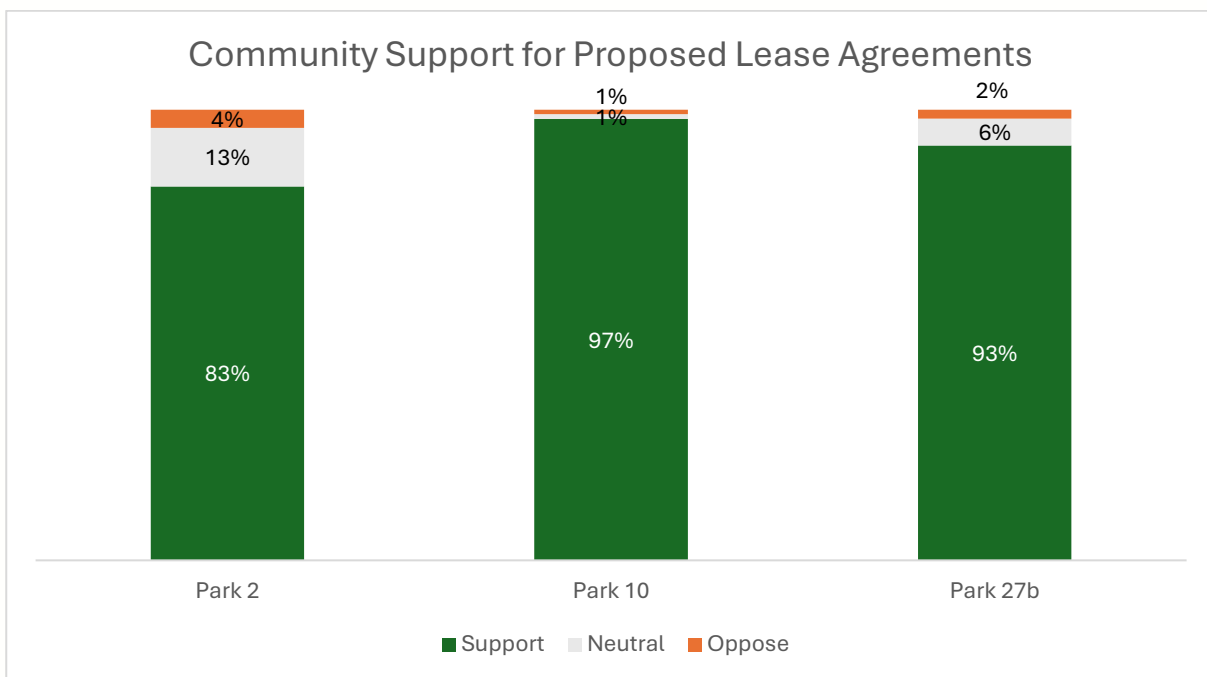
A total of 137 respondents participated in the consultation.

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

COMMUNITY SENTIMENT TOWARD THE PROPOSED LEASES

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

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



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

Draft Park Lands Community Lease Agreement



QUALITATIVE FINDINGS

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

COMMON THEMES ACROSS ALL PARKS

SUPPORT FOR EXISTING ORGANISATIONS AND STEWARDSHIP (32 CONTRIBUTORS)

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

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

Verbatim comments

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

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

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

COMMUNITY SPORT AND RECREATION BENEFITS (41 CONTRIBUTORS)

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

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

Verbatim comments

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

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

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

Draft Park Lands Community Lease Agreement



LEASE CERTAINTY AND LONG-TERM PLANNING (14 CONTRIBUTORS)

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

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

Verbatim comments

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

Contributor ID: 21331

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

Contributor ID: 21244

PROTECTION OF PARK LANDS AND OPEN SPACE (9 CONTRIBUTORS)

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

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

Verbatim comments

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

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

PARK-SPECIFIC FEEDBACK

DENISE NORTON PARK / PARDIPARDINYILLA (PARK 2)

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

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

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

BULLRUSH PARK / WARNPANGGA (PARK 10)

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

Draft Park Lands Community Lease Agreement



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

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

MARY LEE PARK (PARK 27B)

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

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

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

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

CONCLUSION

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

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

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

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

Draft Park Lands Community Lease Agreement



ANNEXURE A – DETAILS OF DATA EXTRACT FROM OUR ADELAIDE

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

Project Title: Draft Park Lands Community Lease Agreements

Tool Type: Form

Activity ID: 536

Exported: Feb 13, 2026, 2:51 PM

Exported By: A. Buxton

Survey Questions Included in the Form:

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

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

Draft Park Lands Community Lease Agreement

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ANNEXURE B – METHODOLOGY

Quantitative Analysis

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

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

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

Qualitative Analysis

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

The process involved:

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

Draft Park Lands Community Lease Agreement



ANNEXURE C – QUANTITATIVE DATA OUTPUTS

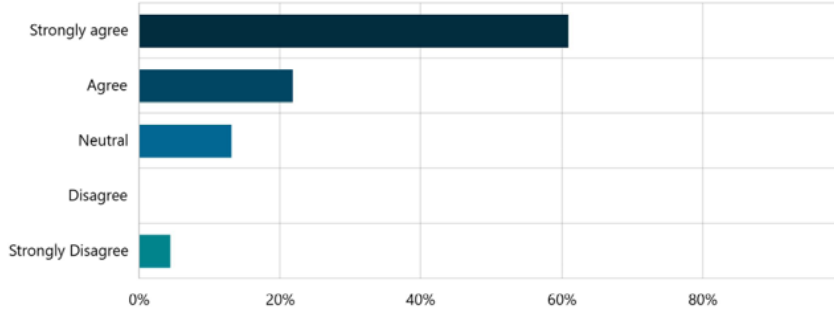
Metric	Park 2	Park 10	Park 27B
Total submissions selecting park	23	72	54
% Strongly Agree	14	62	49
% Agree	5	8	1
% Neutral	3	1	3
% Disagree	0	0	0
% Strongly Disagree	1	1	1
% Support (Agree + Strongly Agree)	83%	97%	93%
% Oppose (Disagree + Strongly Disagree)	4%	1%	2%

Draft Park Lands Community Lease Agreement



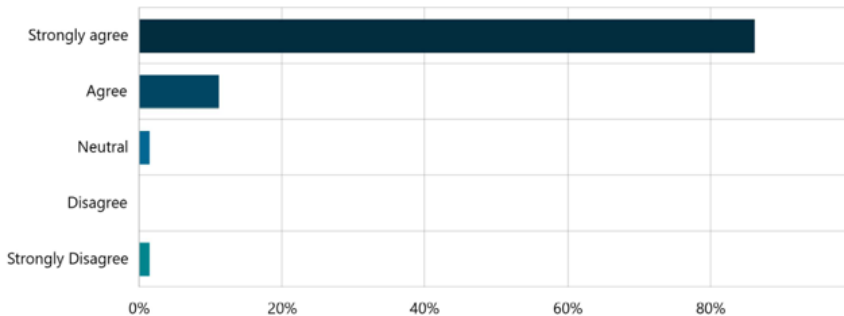
Denise Norton Park / Pardipardinyilla (Park 2)

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



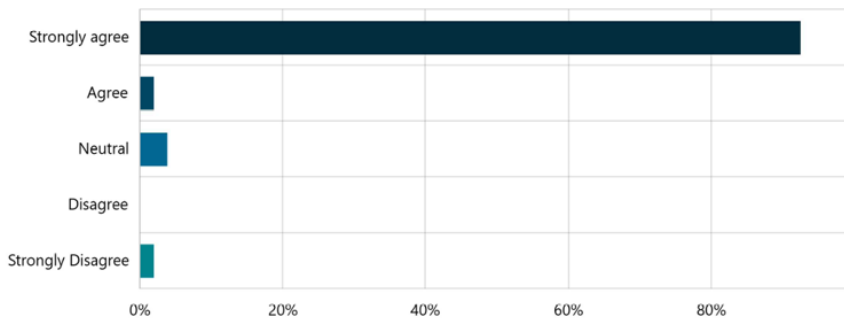
Bullrush Park / Warnpangga (Park 10)

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



Mary Lee Park (Park 27b)

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



Draft Park Lands Community Lease Agreement



ANNEXURE D – RAW COMMENTS DATA

DENISE NORTON PARK / PARDIPARDINYILLA (PARK 2)

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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement

Our Adelaide

BULLRUSH PARK / WARNPANGGA (PARK 10)

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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement

Our Adelaide

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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement



MARY LEE PARK (PARK 27B)

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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement



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

Draft Park Lands Community Lease Agreement



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



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

BLACKFRIARS PRIORY SCHOOL

(Lessee)

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

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

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

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

PARTIES

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

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

6. USE OF PREMISES

Ĥ ĚÁ Premises Permitted Use

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Ĥ ĚÁ Park Lands

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Ĥ ĚÁ Offensive activities

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Ĥ ĚÁ Use of facilities

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Ĥ ĚÁ Statutory Requirements

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Ĥ ĚÁ No alcohol

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

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

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

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

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

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

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

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

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

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

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

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

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

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

12.3 **Emergencies**

In an emergency the Council may:

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

12.4 **Works and restrictions**

12.4.1 The Council may:

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

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

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

17.3 Abandoned goods

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

17.4 Holding over

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

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

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

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

18.1.1.1 in an emergency; or

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

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

18.2 Breach and re-entry

If:

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

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

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

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

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

18.3 Rights of Council not limited

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

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

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

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 Release

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

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

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

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

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

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

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

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

21. RESUMPTION

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 **Grant of Licence**

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

25.2 **Term of Licence**

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

25.3 **Licence Fee**

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

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

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

25.4 **Licence Area Permitted Use**

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

25.5 **Rates and utilities**

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

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

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

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

whether supplied by the Council or any other person.

25.6 Insurance

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

25.7 No assignment or subletting

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

25.8 Improvements

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

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

25.9 Maintenance of improvements

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

25.10 Events on Park Lands within Licence Area

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

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

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

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

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

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

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

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

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

25.11 To obey policies and direction

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

25.12 Public access

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

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



NOTE - Licence Area = 3.3ha and 4 x courts

Annexure B Maintenance Schedule

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

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

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

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

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

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

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

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

*** Landowner Consent required for all Renewal**

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

*** Landowner Consent required for all Renewal**



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE ARCHERY CLUB INC

(Lessee)

[Portion of Bullrush Park Warnpangga (Park 10)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

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

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

PARTIES

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

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

6. USE OF PREMISES

6.1 Premises Permitted Use

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

6.2 Park Lands

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

6.3 Offensive activities

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

6.4 Use of facilities

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

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

6.5 Statutory Requirements

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

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

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

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

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

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

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

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

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

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

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

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

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

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

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 **Assignment**

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

10.3 **Costs**

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

11. **LESSEE GOVERNANCE**

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

12. **COUNCIL'S OBLIGATIONS AND RIGHTS**

12.1 **Quiet enjoyment**

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

12.2 **Right to enter**

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

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

12.3 **Emergencies**

In an emergency the Council may:

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

12.4 **Works and restrictions**

12.4.1 The Council may:

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

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

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

13.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:

13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or

13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.

13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).

13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' notice without any Claim by the Lessee against the Council.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 Mediator

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

15.5 Confidentiality

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

15.6 Cost of dispute

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

15.7 Breach of dispute clause

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

16. RENEWAL

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

17.3 Abandoned goods

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

17.4 Holding over

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

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

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

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

18.1.1.1 in an emergency; or

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

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

18.2 Breach and re-entry

If:

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

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

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

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

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

18.3 Rights of Council not limited

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

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

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

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 Release

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

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

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

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

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

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

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

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

21. RESUMPTION

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 **Grant of Licence**

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

25.2 **Term of Licence**

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

25.3 **Licence Fee**

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

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

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

25.4 **Licence Area Permitted Use**

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

25.5 **Rates and utilities**

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

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

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

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

whether supplied by the Council or any other person.

25.6 Insurance

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

25.7 No assignment or subletting

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

25.8 Improvements

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

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

25.9 Maintenance of improvements

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

25.10 Events on Park Lands within Licence Area

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

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

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

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

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

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

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

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

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

25.11 To obey policies and direction

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

25.12 Public access

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative


.....
Name

.....
Name

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



NOTE – Licence Area = 1.08 ha

 Location of bore

Annexure B Maintenance Schedule

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

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

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

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

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

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

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

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

*** Landowner Consent required for all Renewals**

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

*** Landowner Consent required for all Renewals**



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

WEST ADELAIDE HELLAS SOCCER CLUB INC.

(Lessee)

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

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

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

Schedule

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

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

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

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

and

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

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

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

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

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

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

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

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

Environment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licence means the licence granted under clause 25.

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

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

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

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

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

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this lease, unless the context otherwise requires:

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

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

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

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

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

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

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

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

5.2 Payment of Outgoings

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

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

5.3 Power and other utilities

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

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

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

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

6. USE OF PREMISES

6.1 Premises Permitted Use

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

6.2 Park Lands

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

6.3 Offensive activities

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

6.4 Use of facilities

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

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

6.5 Statutory Requirements

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

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

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

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

6.7 Gaming Machines and gambling

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

6.8 Signs

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

6.9 Dangerous equipment and installations

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

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

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

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

6.10 Fire precautions

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

6.11 Security

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

6.12 No vehicles

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

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

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

7.2 Requirements for policies

Each policy must:

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

7.3 Evidence of insurance

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

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

7.4 Insurance affected

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

7.5 Council to insure

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

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

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

8.2 Alterations by Lessee

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

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

8.3 Refurbishment

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

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

8.4 Cleaning

The Lessee must:

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

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

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

10.1.2 The Lessee further acknowledges and agrees:

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

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

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

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

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

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

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

10.2 Assignment

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

10.3 Costs

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

11. LESSEE GOVERNANCE

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

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

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

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

12.3 **Emergencies**

In an emergency the Council may:

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

12.4 **Works and restrictions**

12.4.1 The Council may:

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

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

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

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

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

13. TERMINATION FOR DAMAGE OR DESTRUCTION

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

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

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

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

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

15.4 **Mediator**

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

15.5 **Confidentiality**

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

15.6 **Cost of dispute**

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

15.7 **Breach of dispute clause**

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

16. **RENEWAL**

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

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

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

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

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

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

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

17.2 Handover of possession

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

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

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

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

17.2.4 refurbish the Premises as required under clause 8.3; and

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

17.3 Abandoned goods

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

17.4 Holding over

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

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

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

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

18.1.1.1 in an emergency; or

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

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

18.2 Breach and re-entry

If:

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

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

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

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

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

18.3 Rights of Council not limited

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

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

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

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

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

19.2.3 a breach of this lease by the Lessee.

19.3 Release

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

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

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

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

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

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

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

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

21. RESUMPTION

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

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

22. MISCELLANEOUS

22.1 Entire agreement

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

22.2 Waiver

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

22.3 Exercise of power

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

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

23. NOTICE

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

24. COSTS

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

25. LICENCE

For the purpose of this clause:

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

25.1 Grant of Licence

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

25.2 Term of Licence

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

25.3 Licence Fee

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

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

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

25.4 Licence Area Permitted Use

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

25.5 Rates and utilities

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

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

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

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

whether supplied by the Council or any other person.

25.6 Insurance

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

25.7 No assignment or subletting

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

25.8 Improvements

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

25.9 Maintenance of improvements

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

25.10 Events on Park Lands within Licence Area

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

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

25.11 To obey policies and direction

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

25.12 Public access

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

25.13 Relocation

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

25.14 Nature of licence

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

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

EXECUTED as an agreement on this day(date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

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

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

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



NOTE:

Licence Area = 2.51 hectares

Lease Area = Final location and size subject to Development Approval

Annexure B Maintenance Schedule

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

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

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

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

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

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

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

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

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

*** Landowner Consent required for all Renewal**

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

*** Landowner Consent required for all Renewal**

Recommendations of the City of Adelaide Reconciliation Committee - 6 May 2026

Tuesday, 12 May 2026
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The Reconciliation Committee considered the following items at its meeting held on 6 May 2026 and resolved to present to Council the following recommendations for Council determination:

- **Item 6.1** - NAIDOC and National Reconciliation Week Activity for 2026
- **Item 6.2** - Stretch Reconciliation Action Plan 2024-2027- Quarter 3 (2025/2026) Progress Update

RECOMMENDATION

1. **Recommendation 1 – Item 6.1** - NAIDOC and National Reconciliation Week Activity for 2026

THAT COUNCIL

1. Notes the proposed activities to celebrate the 2026 National Reconciliation Week, between 27 May 2026 and 3 June 2026, and National NAIDOC Week, between 5 July 2026 and 12 July 2026.
2. Notes that the NAIDOC Week 2026 celebrations will include a social media campaign to highlight and recognise Kurna Elders who were instrumental in our history.

2. **Recommendation 2 - Item 6.2** - Stretch Reconciliation Action Plan 2024-2027- Quarter 3 (2025/2026) Progress Update

THAT COUNCIL

1. Notes the Stretch Reconciliation Action Plan 2024-2027 Quarter 3 Progress Update for the period 1 January 2026 to 31 March 2026 as contained in Attachment A to Item 6.2 on the Agenda for the meeting of the Reconciliation Committee held on 6 May 2026.

DISCUSSION

1. The Reconciliation Committee met on Wednesday 6 May 2026. The Agenda with reports for the public component of the meeting can be viewed [here](#).
2. The following matters were the subject of deliberation:
 - 2.1. Item 6.1 - NAIDOC and National Reconciliation Week Activity for 2026
 - 2.2. Item 6.2 - Stretch Reconciliation Action Plan 2024-2027- Quarter 3 (2025/2026) Progress Update
 - 2.3. Item 6.3 – Draft Annual Business Plan and Budget 2026/27 - Stretch Reconciliation Action Plan 2024-2027 Alignment
 - 2.4. Item 6.4 - KYAC Quarterly Pipeline Meeting - April 2026
 - 2.5. Item 6.5 - Aboriginal and Torres Strait Islander Workforce Action Plan 2026-2028
3. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first, with the original recommendation provided in grey and italics.
4. Deliberations on Items 6.1 and 6.2 resulted in the following recommendations to Council.
 - 4.1. Item 6.1 - NAIDOC and National Reconciliation Week Activity for 2026

THAT THE RECONCILIATION COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

 1. Notes the proposed activities to celebrate the 2026 National Reconciliation Week, between 27 May 2026 and 3 June 2026, and National NAIDOC Week, between 5 July 2026 and 12 July 2026.
 2. Notes that the NAIDOC Week 2026 celebrations will include a social media campaign to highlight and recognise Kurna Elders who were instrumental in our history.
 - 4.2. Item 6.2 - Stretch Reconciliation Action Plan 2024-2027- Quarter 3 (2025/2026) Progress Update

THAT THE RECONCILIATION COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

 1. Notes the Stretch Reconciliation Action Plan 2024-2027 Quarter 3 Progress Update for the period 1 January 2026 to 31 March 2026 as contained in Attachment A to item 6.2 on the Agenda for the meeting of the Reconciliation Committee held on 6 May 2026.
5. The Reconciliation Committee also deliberated on the following matters:
 - 5.1. Item 6.3 – Draft Annual Business Plan and Budget 2026/27 - Stretch Reconciliation Action Plan 2024-2027 Alignment

THAT THE RECONCILIATION COMMITTEE

 1. Notes the City of Adelaide will continue to invest in reconciliation initiatives in 2026/27 aligned with the implementation of actions contained in its Stretch Reconciliation Action Plan 2024-2027.
 - 5.2. Item 6.4 - KYAC Quarterly Pipeline Meeting - April 2026

THAT THE RECONCILIATION COMMITTEE

 1. Notes the update on the City of Adelaide and Kurna Yerta Aboriginal Corporation Pipeline discussions at the meeting held on 13 April 2026.
 - 5.3. Item 6.5 - Aboriginal and Torres Strait Islander Workforce Action Plan 2026-2028

THAT THE RECONCILIATION COMMITTEE

 1. Notes the presentation to Panpapanpalya on the Aboriginal and Torres Strait Islander Workforce Action Plan 2026-2028 as contained in Attachment A to Item 6.5 on the agenda for the Reconciliation Committee held on 6 May 2026.
 2. Notes the work undertaken to develop the Aboriginal and Torres Strait Islander Workforce Action Plan 2026-2028 and provides the following feedback:
 - 2.1. That the definition of cultural safety be brought back to the Reconciliation Committee for consideration and endorsement.

- 2.2. That the cultural safety objective is considered as a year 1 action in the Workforce Action Plan 2026-2028.

Original Recommendation as Printed in the Reconciliation Committee Agenda

THAT THE RECONCILIATION COMMITTEE

1. *Notes the presentation to Panpapanpalya on the Aboriginal and Torres Strait Islander Workforce Action Plan 2026-2028 as contained in Attachment A to Item 6.5 on the agenda for the Reconciliation Committee held on 6 May 2026.*
2. *Notes the work undertaken to develop the Aboriginal and Torres Strait Islander Workforce Action Plan 2026-2028 and provides the following feedback:*
 - 2.1. _____
 - 2.2. _____

6. The Committee also received one presentation:

- 6.1. Item 7.1 – Local Government Elections Update

DATA AND SUPPORTING INFORMATION

Link 1 - [\(Public Pack\)Agenda Document for Reconciliation Committee, 06/05/2026 14:30](#)

ATTACHMENTS

Nil

- END OF REPORT -

Ombudsman SA - Investigation Outcome

Tuesday, 12 May 2026
Council

Strategic Alignment - Our Corporation

Program Contact:
Michael Sedgman, Chief
Executive Officer

Public

Approving Officer:
Michael Sedgman, Chief
Executive Officer

EXECUTIVE SUMMARY

The purpose of this report is to present to Council, the Full Investigation Report (FIR), dated 25 March 2026 from the Ombudsman SA (Ombudsman) that was received by the principal officer of the council in relation to Councillor Henry Davis (Cr Davis).

The Ombudsman received two separate reports about Cr Davis on 26 November 2025 and 2 December 2025. The Ombudsman investigated two separate issues:

Whether Cr Davis failed to act with reasonable care and diligence in the performance of official functions and duties; and

Whether Cr Davis's actions amount to misconduct in public administration.

The Ombudsman has requested that the FIR be tabled at a public meeting of Council.

RECOMMENDATION

THAT COUNCIL

1. Notes the Full Investigation Report, dated 25 March 2026 and Corrigendum dated 20 April 2026 from Ombudsman SA as contained in Attachment A to Item 14.1 on the Agenda for the meeting of the Council held on 12 May 2026.
2. Notes that the Ombudsman is of the opinion that by failing to vote on motions before the Council at its meetings of 14 October 2025 (Item 12.1) and 25 November 2025 (Item 12.5):
 - 2.1. Cr Davis has failed to act with reasonable care and diligence in the performance of official functions and duties, and thereby breached an integrity provision, being section 62(2) of the *Local Government Act 1999* (SA); and
 - 2.2. the breaches were both intentional and serious, so as to amount to misconduct in public administration.
3. Notes that the Ombudsman has, in accordance with section 263B of the *Local Government Act 1999* (SA), required Cr Davis, by 27 May 2026, to:
 - 3.1. issue a public apology at a public meeting of Council for failing to act with reasonable care and diligence in the performance of official functions and duties, and committing misconduct under the *Ombudsman Act 1972* (and that the terms of the apology will be recorded in the Minutes); and
 - 3.2. attend training relevant to the elected member integrity provisions and elected member obligations in council meetings under the *Local Government Act 1999* (SA).
4. Determines, in accordance with section 263B of the *Local Government Act 1999* (SA), that Cr Davis be reprimanded for failing to act with reasonable care and diligence in the performance of official functions and duties by failing to vote on motions before the Council at its meetings of 14 October 2025 (Item 12.1) and 25 November 2025 (Item 12.5), and thereby breaching an integrity provision, namely section 62(2) of

the *Local Government Act 1999* (SA), which was found by the Ombudsman to amount to misconduct in public administration.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Corporation
Policy	Not as a result of this report.
Consultation	Not as a result of this report.
Resource	Not as a result of this report.
Risk / Legal / Legislative	<i>Local Government Act 1999 (SA) and the Ombudsman Act 1972 (SA).</i>
Opportunities	An opportunity exists to remind elected members of their responsibilities under the <i>Local Government Act 1999 (SA)</i> and the <i>Ombudsman Act 1972 (SA)</i> . These Acts outline the key functions, duties, and standards of conduct expected of members when performing their roles.
25/26 Budget Allocation	Not as a result of this report.
Proposed 26/27 Budget Allocation	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report.
25/26 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	Not as a result of this report.
Other Funding Sources	Not as a result of this report.

DISCUSSION

Background

1. A Full Investigation Report (FIR) dated 25 March 2026 and Corrigendum dated 20 April 2026 has been received from the Ombudsman SA (Ombudsman) (**Attachment A**).
2. On 26 November 2025 and 2 December 2025, the Ombudsman received reports about Councillor Henry Davis (Cr Davis).
3. The reports allege a breach of the integrity provisions in Chapter 5 of the *Local Government Act 1999* (SA) (LGA).
4. The Ombudsman has determined that an act of a council member that may constitute grounds for complaint under the LGA is taken to be an 'administrative act' for the purposes of the *Ombudsman Act 1972* (Ombudsman Act). Furthermore, the Ombudsman considers that the integrity provisions constitute a relevant code of conduct for the purposes of the definition of misconduct in section 4(1) of the Ombudsman Act.

Summary and recommendations

5. The final view of the Ombudsman is that:
 - 5.1. By failing to vote on motions before the council (Item 12.1 at the council's meeting of 14 October 2025 and Item 12.5 at council's meeting of 25 November 2025), Cr Davis failed to act with due (reasonable) care and diligence in the performance of official functions and duties, thereby breaching section 62(2) of the LGA.
 - 5.2. Cr Davis's breach of the integrity provisions was both intentional and serious so as to amount to misconduct in public administration.
6. To remedy these errors the Ombudsman has recommended under section 263B of the LGA and section 25(2) of the Ombudsman Act requiring that, by 27 May 2026:
 - 6.1. Cr Davis issue a public apology at a public meeting of Council for failing to act with reasonable care and diligence in the performance of official functions and duties, and committing misconduct under the Ombudsman Act, and that this and the terms of the apology be recorded in the Minutes;
 - 6.2. Cr Davis attends training relevant to the election member integrity provisions and elected member obligations in council meetings under the LGA; and
 - 6.3. The council reprimand Cr Davis.
7. The Ombudsman also made the recommendation that the final report in this matter be tabled at a public meeting of the council within two (2) ordinary meetings following receipt of authorisation from the Ombudsman's office to do so.
8. Authorisation to table this report was provided to Council on 8 May 2026.

Action to be taken

9. Administration will liaise with Cr Davis regarding attending relevant training regarding elected member integrity provisions and obligations.
10. As per the requirements of the FIR, the Ombudsman has requested that a report be provided to the Ombudsman's office by 27 May 2026 on what steps have been taken to give effect to the recommendations, including:
 - 10.1. Details of the actions that have been commenced or completed; and
 - 10.2. Relevant dates of the action taken to implement the recommendation.
11. Pursuant to section 263B(2) of the LGA, if a council member fails to comply with an Ombudsman recommendation such as is outlined in the FIR, the council is to ensure that a complaint is lodged against the member with the South Australian Civil and Administrative Tribunal.

DATA AND SUPPORTING INFORMATION

Nil

ATTACHMENTS

Attachment A – Full Investigation Report from the Ombudsman SA, dated 25 March 2026 and Corrigendum dated 20 April 2026.

- END OF REPORT -



Report

Full investigation - *Ombudsman Act 1972*

Council member	Cr Henry Davis
Council	City of Adelaide
Ombudsman references	2025/07137; 2025/07253
Date reports received	26 November 2025; 2 December 2025
Issues	<ol style="list-style-type: none">1. Whether Cr Davis failed to act with reasonable care and diligence in the performance of official functions and duties2. Whether Cr Davis' actions amount to misconduct in public administration

Jurisdiction

On 26 November and 2 December 2025, I received reports about Cr Henry Davis of the City of Adelaide.

The reports allege a breach of the integrity provisions in Chapter 5 of the *Local Government Act 1999*. An act of a council member that may constitute grounds for complaint under the *Local Government Act* is taken to be an 'administrative act' for the purposes of the *Ombudsman Act 1972*.¹ I also consider that the integrity provisions constitute a relevant code of conduct for the purposes of the definition of misconduct in section 4(1) of the *Ombudsman Act*.

Investigation

My investigation has involved:

- assessing the information provided by the reporters
- obtaining a response from Cr Davis
- considering the *Local Government Act* and the *Ombudsman Act*
- providing Cr Davis, the Lord Mayor and the reporters with my provisional report for comment, and considering their responses
- preparing this report.

¹ *Local Government Act 1999* s 263A(4); *Ombudsman Act 1972* s 3.

Standard of proof

The standard of proof I have applied in my investigation and report is on the balance of probabilities. However, in determining whether that standard has been met, in accordance with the High Court's decision in *Briginshaw v Briginshaw* (1938) 60 CLR 336, I have considered the nature of the assertions made and the consequences if they were to be upheld. That decision recognises that greater care is needed in considering the evidence in some cases.² It is best summed up in the decision as follows:

The seriousness of an allegation made, the inherent unlikelihood of an occurrence of a given description, or the gravity of the consequences flowing from a particular finding, are considerations which must affect the answer to the question whether the issue has been proved ...³

Procedural fairness

I provided a copy of my provisional report to Cr Davis, the reporters, the Chief Executive Officer (CEO) of the council, and Lord Mayor Dr Jane Lomax-Smith as the principal officer of the council, inviting submissions in relation to my provisional views.

The Lord Mayor and Cr Davis provided submissions to my provisional report. I have carefully considered those responses and addressed them as I consider necessary below and in the body of this report.

Cr Davis submitted that my provisional views and recommendations must be set aside and my investigation commenced afresh, by virtue of him not having been afforded proper procedural fairness. This submission was raised in the context of my provisional report having been sent to the reporters, the Lord Mayor and the CEO at the same time as it was sent to him for comment. I note that Cr Davis provided a written response to my notice of investigation, which I considered in preparing my provisional views. I do not consider that providing other parties with my provisional report amounts to a failure to provide Cr Davis with procedural fairness. I have provided all parties with the opportunity to respond to my provisional views and I have now considered those views, including those of Cr Davis, in coming to my final view. In this manner, I am satisfied I have provided Cr Davis with procedural fairness.

Cr Davis has also requested that I provide him with a second provisional report before finalising my views on the matter. I note that Cr Davis provided extensive submissions in response to my provisional report. However, having given careful consideration to those submissions, I have not altered my views or reasoning for those views from those set out in my provisional report. I therefore do not consider it necessary to provide a second provisional report before finalising my views.

However, I did provide parties a further opportunity to respond to my proposed recommendations by setting out my reasons for making them in letters to the parties. Cr Davis responded to that correspondence and I address those submissions in the recommendations section of this report.

² This decision was applied more recently in *Neat Holdings Pty Ltd v Karajan Holdings Pty Ltd* (1992) 110 ALR 449 at pp449-450, per Mason CJ, Brennan, Deane and Gaudron JJ.

³ *Briginshaw v Briginshaw* at pp361-362, per Dixon J.

Background

1. My Office received reports about Cr Davis of the City of Adelaide (**the council**), alleging that Cr Davis had, at both the 14 October and 25 November 2025 ordinary council meetings, refused to vote on an item before the council.
2. Item 12.1 at the 14 October 2025 council meeting was in relation to the council's Draft Long Term Financial Plan (**Draft Plan**), and asked for the council to, among other things, approve the Draft Plan for public consultation.⁴
3. During the debate on this item, it was argued by Cr Davis that the motion was *ultra vires*, that is, beyond the power of the council.⁵ Cr Davis claimed that this was the case due to the following requirement in section 122(1b) of the Local Government Act:

(1b) The financial projections in a long-term financial plan adopted by a council must be consistent with those in the infrastructure and asset management plan adopted by the council.
4. Cr Davis argued that the Draft Plan was inconsistent with the council's asset management plans, and so the council could not approve the Draft Plan, or it would be in breach of section 122(1b).
5. For the purposes of this investigation, I do not need to determine whether the motion in question was in fact *ultra vires*, however I note that the council had received legal advice on the matter, and the motion was accepted by the Lord Mayor as the presiding member.⁶
6. I consider that the Local Government legislative scheme indicates that it is not for each individual elected member to determine for themselves whether a motion put before the council is *ultra vires*, as this responsibility is placed with the presiding member under the *Local Government (Procedures at Meetings) Regulations 2013* and there is no alternative provision for elected members to make such a decision and refrain from voting. I consider that, where an elected member has concerns about whether a motion is within the power of the council, it is within their ability to ask questions or seek advice on the matter, and if they disagree that the motion should be carried, vote against it.
7. After the debate on the item had concluded, the Lord Mayor called for the members to vote. Cr Davis then refused to vote on the motion. The publicly available video recording of the meeting shows the following exchange:⁷

Lord Mayor: All those in favour. All those against. Against, please Cr Davis. Are you going to vote against? You have to put your hand up, it's in the Local Government Act.

Cr Davis: I refuse to vote based on the motion is *ultra vires*.

Lord Mayor: Can I just have a personal explanation as to why you are refusing to vote?

⁴ City of Adelaide, Minutes of Council Meeting (14 October 2025) 3-4.

⁵ City of Adelaide, 'Council Meeting - 14 October 2025' (YouTube, 14 October 2025) <https://www.youtube.com/watch?v=Etr_oSDrvFs>.

⁶ *Local Government (Procedures at Meetings) Regulations 2013* r 12(7): The presiding member may refuse to accept a motion if the subject matter is, in his or her opinion, beyond the power of the council or council committee (as the case may be).

⁷ City of Adelaide, 'Council Meeting - 14 October 2025' (YouTube, 14 October 2025, 53:35) <https://www.youtube.com/watch?v=Etr_oSDrvFs>.

Cr Davis: Yes. So, I made it very clear that there is an \$83 million difference in this Long-Term Financial Plan. We have received legal advice regarding the operation of section 122(1b). That advice says that it must be consistent, largely -

Lord Mayor: I think that this is not a personal explanation -

Cr Davis: You're asking me for a personal explanation, why I am not voting. And so, I believe that this motion is a breach of that section.

Lord Mayor: Could you sit down please?

Cr Davis: You are asking me for a personal explanation.

Lord Mayor: But you've not given me a personal explanation. It's a breach of the Local Government Act if you do not vote

Cr Davis: Send me- send me to the Ombudsman, but this is *ultra vires*.

8. Item 12.5 at the 25 November 2025 meeting concerned consultation with Precinct Groups about the council's Precinct Review Model.⁸ In relation to this item, there was some debate and discussion about the confidentiality of the matter. During the debate Cr Davis expressed his desire to lift confidentiality on the matter entirely, and was advised that this would require a motion on notice, as this would be a rescission of a previously made confidentiality order.⁹ Cr Davis then spoke to the motion and stated that the matter should have never been put in confidence.
9. For the purposes of this investigation, it is not necessary for me to determine whether the matter had been properly placed in confidence on previous occasions, and indeed I note that confidentiality was not a matter for discussion in relation to this particular motion. It was open for Cr Davis to bring a motion on notice to lift confidentiality, as he was advised in the meeting. He did not do so. Improperly placing a matter in confidence may amount to an error by the council but it does not invalidate the council's consideration of the matter itself and does not excuse a council member from otherwise complying with their obligations under the Local Government Act.
10. After the debate on the item had concluded, the Lord Mayor called for the members to vote. Cr Davis then again refused to vote on the motion. The Lord Mayor called for the vote to be taken a second time, and Cr Davis then refused to vote a second time. The video recording demonstrates the following exchange:

Lord Mayor: All those in favour. All those against. Thank you, members. That's carried. Did Cr Davis vote for that, or against it? Can I take the mo - the voting again? All those in favour. All those against. You are required to vote, Cr Davis. It's a breach of the Local Government Act if you do not vote.

Cr Davis: I think that the motion is *ultra vires* in that we can't keep this confidential and never should be. So, how do I deal -

Lord Mayor: But, there's nothing about confidentiality in this - in this vote -

Cr Davis: Can I seek advice from the governance, where I think the motion is illegal -

Lord Mayor: I will - this is not a matter of discussion, I am reminding you of your obligations under the Local Government Act. I will do that. If you refuse to vote, then that's your decision, but I have told you of your obligations.

⁸ City of Adelaide, Minutes of Council Meeting (25 November 2025) 7.

⁹ City of Adelaide, 'Council Meeting - 25 November 2025' (YouTube, 25 November 2025, 1:13:15) <<https://www.youtube.com/watch?v=0qLD3SCYJLI>>.

Response from Cr Davis

11. On 5 December 2025, Cr Davis provided a response to my notice of investigation by way of email. I note that this response only addressed Cr Davis' failure to vote at the 25 November 2025 meeting.
12. Cr Davis submitted that, as demonstrated in the recording of the 25 November council meeting, he questioned the legality of the motion at item 12.5, as the motion was 'intending to suppress information under section 90(3) of the Act'.¹⁰ Cr Davis considered that the motion had no basis, however if the information was to be kept confidential, the materials should not have been given to members of the public, which he says caused him confusion.
13. Cr Davis recounts that he asked the administration for advice on the question of whether he had to vote or not, as he did not consider the motion to be within the power of the council. Cr Davis argues that the Lord Mayor did not allow him to ask for that advice, and the vote was conducted. He noted the following:¹¹

In the confusion I didn't vote for or against the motion given I was being bullied by the Lord Mayor at the time, I was still waiting on advice from the Administration that never came and I was contemplating raising a point of order to object to the Lord Mayor not allowing the administration to answer my question regarding whether I should vote or not. The Lord Mayor then pushed a vote quickly with no real opportunity to have my question without notice answered by the Governance officer.

...

Had I received advice then I would have voted against the motion and we could have moved forward. However given the Lord Mayor's intimidation, refusal to allow me to seek advice and the nature in which it occurred [sic] I did not have an opportunity to consider my obligations before the vote was past.

14. Cr Davis made submissions in response to my provisional report on 16 January 2026. I note that these submissions were also focused primarily on the 25 November 2025 meeting, and the issue of confidentiality. Cr Davis argues that the qualifying phrase in section 86(5), being 'subject to a provision of this Act to the contrary', results in the obligation on elected members to vote being displaced where the elected member believes that the motion is unlawful.
15. Cr Davis also reiterates the point made in his previous submissions, that he had attempted to seek advice on his obligations where he believed the motion before the council was *ultra vires*. Cr Davis states that his desire to seek legal advice at the time in fact demonstrates an exercise of reasonable care and diligence.
16. Further, Cr Davis submits that his comment 'send me to the Ombudsman' was made in the context of believing that the council had improperly applied section 90(3)(a) of the Local Government Act, and that the Ombudsman was the appropriate independent authority to consider this matter. I query this submission, noting that the comment in question was made at the 14 October 2025 meeting, in relation to discussions about the council's Draft Plan.
17. Cr Davis argues that I am unable to finalise my investigation of his conduct, without first determining whether the Precinct Review had been properly put into confidence under section 90(3)(a) of the Local Government Act. As I have previously noted, I do not

¹⁰ Email from Cr Davis to the Ombudsman, 5 December 2025.

¹¹ Ibid.

consider that it is necessary for me to determine this question as part of this investigation. Nevertheless, I have considered Cr Davis' submission and have formed the view that the council's decision to place the matter in confidence pursuant to section 90(3)(a) was reasonable in any event. This is because there is information in the report that concerns possible alternate staffing arrangements and placements within the council, that have not yet been discussed with those affected, and so it appears reasonably open for the council to determine the information should be considered in confidence.

Relevant law/policies

18. Section 86(5) of the Local Government Act provides the following:
 - (5) Each member present at a meeting of a council must, subject to a provision of this Act to the contrary, vote on a question arising for decision at that meeting.
19. Section 62(2) of the Local Government Act provides the duty for elected members to act with reasonable care and diligence, which is an integrity provision for the purposes of my jurisdiction:
 - (2) A member of a council must at all times act with reasonable care and diligence in the performance and discharge of official functions and duties.
20. Section 4(1) of the Ombudsman Act defines misconduct in public administration as follows:
 - (1) *Misconduct in public administration* means an intentional and serious contravention of a code of conduct by a public officer while acting in their capacity as a public officer that constitutes a ground for disciplinary action against the officer.

Whether Cr Davis failed to act with reasonable care and diligence in the performance of official functions and duties

21. Firstly, I am not persuaded by Cr Davis' argument that he failed to participate in the vote at the 25 November 2025 meeting due to his confusion, and the Lord Mayor not allowing him to seek advice. As is evident from the recording of the meeting, Cr Davis failed to participate in the vote twice before then requesting advice from governance, after his failure to vote was pointed out by the Lord Mayor, and she had allowed him a second opportunity to participate. I am of the view that Cr Davis had ample opportunity to request advice from the council administration during the elected members' debate on the item, however he did not elect to do so. Cr Davis' submissions to my provisional report have not changed my view on this point.
22. As noted above at paragraph 18 it is a requirement of the Local Government Act that all elected members present at a meeting of the council vote on a question arising for a decision, subject to a provision of the Act that provides otherwise, such as the material conflict of interest provisions.¹² In my view there is no provision of the Local Government Act that provides, expressly or impliedly, that an elected member can abstain from voting where they believe a motion is unlawful. Individual councillors are not arbiters of legality and cannot excuse non-compliance with their obligations by reference to their personal opinion as to the lawfulness of the motion. The appropriate recourse is to vote against the motion. As such, I am not persuaded by Cr Davis' argument that his obligation to vote was negated in these circumstances.

¹² Local Government Act 1999 s 75C.

23. It is therefore clear to me that, by refusing to vote on an item for decision at both the October and November 2025 council meetings, Cr Davis contravened section 86(5) of the Local Government Act on two occasions.
24. I have had regard to whether Cr Davis' contravention of the Local Government Act by refusing to vote would amount to a failure to act with reasonable care and diligence in the performance of official functions and duties. I note that this is an objective standard that requires consideration of what a reasonable person would do in the circumstances.¹³
25. I am satisfied that Cr Davis' attendance at the council meetings in question, and actions in relation to the motions for discussion, constitute performance of 'official functions and duties' as an elected member. I have then turned to the question of whether he acted with reasonable care and diligence in the performance of those duties.
26. In my view, engaging in conduct that causes a breach of the law, or is inherently likely to cause a breach of the law, whether or not a breach actually occurred, will amount to a contravention of that duty.¹⁴
27. Further, given that failing to vote on a motion constitutes a breach of the Local Government Act, I am satisfied that a reasonable person in Cr Davis' position would participate in the vote so as to not act in contravention of their obligations. I note that participation in the vote does not require that the elected member vote in favour of the motion, as it is each member's prerogative to vote against motions that they do not agree with.
28. Accordingly, I am of the view that, by failing to vote on motions before the council, Cr Davis has failed to act with due care and diligence in the performance of official functions and duties.

Opinion

In light of the above, I consider that by failing to vote on motions before the council, Cr Davis failed to act with due care and diligence in the performance of official functions and duties, thereby breaching section 62(2) of the Local Government Act.

To remedy this error, I recommend under section 25(2) of the Ombudsman Act and section 263B(1) of the Local Government Act that:

- Cr Davis issue a public apology for failing to act with reasonable care and diligence in the performance of official functions and duties at the 14 October and 25 November 2025 council meetings, and that this and the terms of the apology be recorded in the Minutes
- Cr Davis attend training relevant to the elected member integrity provisions and elected member obligations in council meetings under the Local Government Act.

¹³ Note that the public sector duty to act with reasonable care and diligence is modelled off the duty imposed on directors and other officers of companies in legislation pertaining to corporations: Benjamin B Saunders, 'The Public Sector Duty of Care and Diligence' (2019) 42(2) *UNSW Law Journal* 652; *Corporations Act 2001* s 180(1).

¹⁴ Benjamin B Saunders, 'The Public Sector Duty of Care and Diligence' (2019) 42(2) *UNSW Law Journal* 652; Ian M Ramsay and Benjamin B Saunders, 'An Analysis of the Enforcement of the Statutory Duty of Care by ASIC' (2019) 36 *Company and Securities Law Journal* 497.

Whether Cr Davis' actions amount to misconduct in public administration

29. As outlined in paragraph 11 above, misconduct in public administration means an 'intentional and serious contravention of a code of conduct'. I consider that the integrity provisions of the Local Government Act constitute a code of conduct for the purposes of this definition.
30. I consider 'intentional' to mean a deliberate, rather than accidental, act or course of conduct that contravenes a code of conduct, in this case the integrity provisions of the Local Government Act. I therefore do not need to be satisfied that Cr Davis knowingly acted in contravention of the integrity provisions, but that he intentionally engaged in the conduct which forms the subject of that contravention.
31. In my view, Cr Davis' conduct of failing to vote on items before the council on two occasions was intentional. This is supported by the fact that his failure to participate in the vote was clearly brought to his attention on both occasions by the Lord Mayor, and he was subsequently given the opportunity to cast a vote each time. Further, the Lord Mayor pointed out on both occasions that failing to vote would amount to a contravention of the Local Government Act, however Cr Davis continued in his refusal to participate. Therefore, I consider that his actions were intentional.
32. I have had regard to his submission that he did not vote due to the motion being *ultra vires*, however for the reasons set out earlier I do not consider that this is relevant to an elected member's obligation to vote on a matter before the council under section 56(5). It is the presiding member's responsibility to determine whether a motion for decision is within the power of the council, and in the context where the vote was put by the Lord Mayor, Cr Davis was obliged to participate. Advice had already been obtained on the motion and it was open to Cr Davis to vote against the motion if he wished to do so.
33. I must also consider whether Cr Davis' failure to vote on the motions in question is sufficiently serious to amount to misconduct under the Ombudsman Act. It is my view that this is a high threshold and that the seriousness of a breach is impacted by a range of matters, including the nature of the conduct, the nature of the obligation that has been contravened, the significance of the consequences or potential consequences, the impact on public administration and public confidence therein, and any mitigating circumstances.
34. I consider that any breach of the integrity provisions under the Local Government Act carries with it a degree of seriousness, given the potential impact on public confidence in the integrity of council decisions. However, I also recognise that the extent of the seriousness of a breach may be mitigated, or compounded, by the circumstances surrounding the breach.
35. I am very concerned about a range of factors in this matter, which I note as follows:
 - Cr Davis has failed to vote on two occasions, which may be indicative of a pattern of conduct
 - it is not a matter for Cr Davis to determine if a motion before the council is *ultra vires*, and he has a clear obligation under the Local Government Act to vote
 - it is extremely important for elected members to observe their obligations as public officers and engage in public administration with integrity
 - disagreement with a motion is not an excuse to ignore one's responsibilities as a council member
 - such conduct could result in the loss of public faith in the elected members and therefore council decisions

- it is very concerning that the fact Cr Davis' conduct was a breach of the Local Government Act was brought to his attention by the Lord Mayor on both occasions, but he chose to engage in the conduct anyway, and even invited a report to my Office
 - I am concerned at Cr Davis' seemingly flippant attitude towards the expenditure of public resources investigating this type of conduct.
36. Cr Davis made substantial submissions in response to my provisional report, arguing against my investigation making a finding of maladministration against him. I have made no finding, provisional or otherwise, of maladministration against Cr Davis in this matter, and so I do not consider those submissions to be relevant or persuasive.
37. Cr Davis goes on to argue that a finding of misconduct cannot be made in light of the following factors:
- the votes proceeded despite Cr Davis' failure to vote
 - the decision-making of the council was not impeded or invalidated
 - Cr Davis did not seek or obtain any personal benefit from the conduct
 - the conduct was transparent
 - there was no misappropriation of public resources or abuse of office, and the conduct did not cause loss to the council
 - the conduct was an isolated incident
 - if every elected member refrained from voting where they believed it would perpetuate illegality, and their concerns were open and on the record, this would reinforce integrity.
38. I respectfully disagree with Cr Davis' submissions that his conduct does not reach the requisite threshold of seriousness, and I am not persuaded by the factors listed above. Cr Davis has been elected by the community to fulfill his role as an elected member, which includes participating in the democracy of council and voting on motions put before it. The conduct of refusing to vote where he does not agree with a motion sets an irresponsible precedent. I also wish to note that Cr Davis did not provide any explanation as to why he was refraining from voting on either occasion, until he was prompted by the Lord Mayor to do so.
39. Cr Davis also goes on to claim that his actions were the result of an error of judgment, and the statutory scheme does not require the infallibility of elected members. I do not accept this. Cr Davis was warned on both occasions of his actions amounting to a breach of the Local Government Act, and was given a second opportunity to participate at both meetings. I consider his conduct to be wilful, and not merely an error of judgment.
40. In light of all of the above factors, I am satisfied that Cr Davis's failure to vote on the motions does meet the requisite threshold of seriousness to amount to misconduct in public administration.

Opinion

In light of the above, I consider that Cr Davis' breach of the integrity provisions, which I consider to be a relevant code of conduct, was both intentional and serious so as to amount to misconduct in public administration.

To remedy this error, I recommend under section 25(2) of the Ombudsman Act and section 263B(1) of the Ombudsman Act that:

- Cr Davis issue a public apology for committing misconduct under the Ombudsman Act, and that this and the terms of the apology be recorded in the Minutes
- the council reprimand Cr Davis.

Summary and Recommendations

In light of the above, my final view is that:

- by failing to vote on motions before the council, Cr Davis failed to act with due care and diligence in the performance of official functions and duties, thereby breaching section 62(2) of the Local Government Act
- Cr Davis' breach of the integrity provisions was both intentional and serious so as to amount to misconduct in public administration.

To remedy these errors, I recommend under section 263B of the Local Government Act and section 25(2) of the Ombudsman Act that:

1. Cr Davis issue a public apology for failing to act with reasonable care and diligence in the performance of official functions and duties, and committing misconduct under the Ombudsman Act, and that this and the terms of the apology be recorded in the Minutes
2. Cr Davis attends training relevant to the elected member integrity provisions and elected member obligations in council meetings under the Local Government Act
3. the council reprimand Cr Davis.

I also make a recommendation that my final report in this matter be tabled at a public meeting of the council within two ordinary meetings following receipt of authorisation from my Office to do so.

I sought submissions from the parties specific to my recommendations in this matter, and I note that Cr Davis provided submissions to the effect that the recommended actions are disproportionate in the context of 'genuine and unresolved questions about compliance with the [Local Government] Act'¹⁵ by the council. For the reasons already outlined in this report, I do not consider it necessary for me to determine whether the council erred as part of this investigation, nor do I consider it appropriate that elected members assume the role of the presiding member in determining which motions should be accepted for consideration.

I have considered multiple factors in proposing the above recommendations, including that, on one hand, Cr Davis may have genuinely believed the motions in question were unlawful and therefore he could not vote, and the fact that he has not before been the subject of a finding by the Ombudsman. On the other hand, Cr Davis' conduct does not appear to be an isolated incident noting that it occurred on two separate occasions, he has been a longstanding elected member, and I have made a finding of misconduct under the Ombudsman Act. Cr Davis' submissions have not changed my view on the appropriateness of the recommendations.

Final comment

I now report Cr Davis' misconduct to the principal officer of the council, as required by section 18(5) of the Ombudsman Act.

In accordance with section 25(4) of the Ombudsman Act, I request that the council report to me by **27 May 2026** on what steps have been taken to give effect to my recommendations above; including:

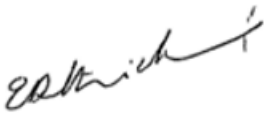
¹⁵ Email from Cr Davis to the Ombudsman, 11 March 2026.

- details of the actions that have been commenced or completed
- relevant dates of the actions taken to implement the recommendation.

In the event that no action has been taken, reason(s) for the inaction should be provided to me.

Pursuant to section 263B(2) of the Local Government Act, if a council member fails to comply with a council requirement made as a result of an Ombudsman recommendation such as that/those above, the council member will be taken to have failed to comply with Chapter 5 Part 4 of the Local Government Act. In this event, the council is to ensure that a complaint is lodged against the member with the South Australian Civil and Administrative Tribunal.

I have also sent a copy of my report to the Minister for Local Government as required by section 25(3) of the *Ombudsman Act 1972*.



Emily Strickland
SA OMBUDSMAN

25 March 2026



Corrigendum

Ombudsman's final report relating to an investigation into the conduct of Cr Henry Davis, City of Adelaide, dated 25 March 2026 (Ombudsman refs: 2025/07137; 2025/07253)

Delete the following text on page 11 of the Report:

Pursuant to section 263B(2) of the Local Government Act, if a council member fails to comply with a council requirement made as a result of an Ombudsman recommendation such as that/those above, the council member will be taken to have failed to comply with Chapter 5 Part 4 of the Local Government Act. In this event, the council is to ensure that a complaint is lodged against the member with the South Australian Civil and Administrative Tribunal.

And replace with:

Pursuant to section 263B(2) of the Local Government Act, if a member of a council fails to comply with a recommendation of the Ombudsman requiring the member to take action under section 263B(1), the council is to ensure that a complaint is lodged against the member with SACAT.

A handwritten signature in black ink, appearing to read 'E Strickland', with a stylized flourish at the end.

Emily Strickland
SA OMBUDSMAN

17 April 2026

Deputy Lord Mayor, Councillor Noon - MoN - Residential Growth, Liveability and Governance in Apartment and Complex Living

Tuesday, 12 May 2026
Council

Council Member
Councillor Carmel Noon

Public

Contact Officer:
Iliia Houridis, Director City Shaping

MOTION ON NOTICE

Deputy Lord Mayor, Councillor Carmel Noon will move a motion and seek a seconder for the matter shown below to facilitate consideration by the Council:

'That Council:

1. Notes that the City of Adelaide Housing Strategy 'Investing in our Future' has a target of Housing for All and references our City Plan to ensure that housing supply and growth is delivered with affordability, accessibility and liveability in mind.
2. Notes the success of the Homelessness Roundtables in bringing insight from across the sector to address issues and seeks to replicate that approach for Housing, with a focus on the particular challenges of density and apartment living.
3. Requests the Chief Executive Officer to organise a City Housing: Apartment and Complex-Living Round Table. Invitations to relevant stakeholders from the public and private sectors should include but not be limited to the Minister for the City of Adelaide, the State Planning Commission Members, the Commissioner for Consumer and Business Services, relevant property peak bodies, developers delivering apartment buildings in the city, strata/community title stakeholders, and precinct resident representatives.
4. Requests Administration provide a report back to Council that:
 - 4.1. summarises the outcomes and recommendations from of the Round Table
 - 4.2. can be used to inform future policy development and actions related to the City of Adelaide Housing Strategy; and
 - 4.3. to inform the review of that strategy for the new term of Council.'

ADMINISTRATION COMMENT

1. Council adopted the *Housing Strategy – Investing in our Housing Future* (Housing Strategy), on 13 February 2024 ([Link 1](#)). The Housing Strategy responds to Council's ambitious target to grow the residential population to 50,000 by 2036. It sets out two goals, and seven targets to drive housing outcomes that attract and retain residents in our city.
2. Council endorsed its spatial plan for the city, *City Plan – Adelaide 2036* (City Plan), on 10 September 2024 ([Link 2](#)). The City Plan is an urban design framework that communicates how the City of Adelaide will grow and develop to create a better experience for a growing resident, business and visitor population.
3. The City of Adelaide has used Roundtable events (and design studios in the case of City Plan) to assist in preparing and implementing Council's strategies.
4. There are currently two Roundtables that are in various stages of planning as follows:
 - 4.1. A Development Industry Roundtable to be held in May 2026 to discuss policy and barriers to adaptive reuse of buildings for residential living arising from seismic (earthquake) requirements.

- 4.2. The Lord Mayor’s Annual Homelessness Roundtable to be held in August 2026 as a commitment of the Council’s *Homelessness Strategy – Everyone’s Business* ([Link 3](#)).
5. Should Council resolve to support the proposed motion, Administration will:
- 5.1. Organise a City Housing: Apartment and Complex-Living Round Table in early 2027 involving relevant stakeholders from both the public and private sectors per part 3 of the Motion.
- 5.2. Report back to Council on the outcomes and recommendations of the Roundtable which can inform future policy development and actions relating to the Housing Strategy, including the annual review of the Strategy.

Should the motion be carried, the following implications of this motion should be considered. Note any costs provided are estimates only – no quotes or prices have been obtained:	
Public consultation	Not applicable
External consultant advice	Not applicable
Legal advice / litigation (eg contract breach)	Not applicable
Impacts on existing projects	Not applicable
Budget reallocation	This is a new activity and would require a new budget allocation and/or to be timed such that it can be managed within existing operating budgets and work programs. The approximate cost for a Roundtable event is \$6,000 to \$10,000 to cover costs such as speakers, venue arrangements, catering and technology (e.g. audio-visual).
Capital investment	Not applicable
Staff time in preparing the workshop / report requested in the motion	The hosting of a Roundtable event requires a lead time of approximately 3 to 6 months to allow for research, venue arrangements, content curation, and connecting with proposed speakers and stakeholders. Based on similar past Roundtable events, the approximate staff time includes up to 20 working days for two staff members, and up to 6 hours for each of the facilitators.
Other	Not applicable
Staff time in receiving and preparing this administration comment	To prepare this administration comment in response to the motion on notice took approximately 5.5 hours.

- END OF REPORT -

Deputy Lord Mayor, Councillor Noon - QoN - Mandatory Statutory Exemptions and Rebates from Council Rates

Tuesday, 12 May 2026
Council

Council Member
Deputy Lord Mayor, Councillor
Carmel Noon

Public

Contact Officer:
Anthony Spartalis, Chief Operating
Officer

QUESTION ON NOTICE

Deputy Lord Mayor, Councillor Carmel Noon will ask the following Question on Notice:

'At the LGA Ordinary General Meeting held on 30 April 2021, an item of business submitted by the City of Adelaide and approved by the GAROC Committee was considered in relation to seeking a comprehensive State Government review of mandatory statutory rebates and exemptions from payment of local government rates.

The LGA Ordinary General Meeting resolved to call for the State Government to undertake a comprehensive review of statutory rate rebates and exemptions; requested that the LGA urgently progress the relevant action in the LGA Advocacy Plan 2019–2023 by working with interested councils to prepare an issues paper; and requested that, following preparation of the issues paper and consultation with interested councils, the LGA seek to engage an appropriate economic advisory consultant to prepare a report for government advocating for changes to statutory rate rebates and exemptions in South Australia.

The LGA's Issues Paper on Mandatory Statutory Rebates and Exemptions from Council Rates was subsequently approved in February 2024, with the LGA indicating it would consult councils shortly.

Can Administration advise:

1. What further communication, consultation or action has occurred between the City of Adelaide and the LGA since the Issues Paper was approved?
2. Has the City of Adelaide provided a formal response to the LGA Issues Paper? If so, can this be provided to Council Members?
3. Has the LGA advised the City of Adelaide of the outcome of consultation with councils and any subsequent advocacy to the State Government?
4. Has an economic advisory consultant been engaged to prepare a report for government, as contemplated in the 2021 LGA resolution?
5. What advocacy has occurred with the State Government since the Issues Paper was approved, and has the State Government provided any response or indication that it will undertake a review?
6. What is the current estimated annual value of statutory rate exemptions and mandatory rebates affecting the City of Adelaide, including exemptions for Crown land, universities, educational institutions, community housing providers and other relevant categories?
7. What is the estimated impact of these exemptions and mandatory rebates on the City of Adelaide's rate base and on other ratepayers?
8. What further steps are proposed by Administration to ensure this matter remains a priority for Council, the LGA and the State Government?
9. Will Administration provide a briefing or report to Council on the current status of this issue, including options for renewed advocacy?

10. Can Administration provide a list of all properties, government departments, agencies, statutory authorities, organisations and other entities within the City of Adelaide that currently receive statutory rate exemptions or mandatory rate rebates, including the annual value of rates foregone or rebated?

The Lord Mayor will provide a reply at the meeting, the reply and question will be included in the Minutes of the meeting.

- END OF REPORT -

Deputy Lord Mayor, Councillor Noon - QoN - Consultation on Significant Murals

Tuesday, 12 May 2026
Council

Council Member
Deputy Lord Mayor, Councillor
Carmel Noon

Public

Contact Officer:
Jo Podoliak, Director City
Community

QUESTION ON NOTICE

Deputy Lord Mayor, Councillor Carmel Noon will ask the following Question on Notice:

'Noting that murals contribute to the vibrancy, character and identity of the City of Adelaide, but that significant murals can also impact surrounding residents, ratepayers, businesses and property owners:

Can Administration advise:

1. What approval, notification and consultation processes currently apply to significant murals proposed on Council assets, or by third parties with Council approval, funding, support or facilitation?
2. How are directly affected residents, ratepayers, businesses and property owners informed and given an opportunity to provide feedback before significant mural works commence?
3. How does Council assess visual impact, local context and community character when considering significant mural proposals?
4. Are Ward Councillors notified of significant mural projects before works commence?
5. What improvements could be made to ensure better consultation and communication for future significant mural projects?'

The Lord Mayor will provide a reply at the meeting, the reply and question will be included in the Minutes of the meeting.

- END OF REPORT -

Program Contact:

Anthony Spartalis, Chief
Operating Officer

Approving Officer:

Michael Sedgman, Chief
Executive Officer

Public

EXECUTIVE SUMMARY

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

It is the recommendation of the Chief Executive Officer that the public be excluded from this Council meeting for the consideration of information and matters contained in the Agenda.

For the following Committee Reports for Recommendation to Council seeking consideration in confidence

- 22** Confidential Recommendation of the City Planning, Development and Business Affairs Committee – 5 May 2026 [section 90(3) (b) & (d) of the Act]

The Order to Exclude for Item 22:

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

ORDER TO EXCLUDE FOR ITEM 22

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (b) & (d) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 12 May 2026 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 22 [Confidential Recommendation of the City Planning, Development and Business Affairs Committee – 5 May 2026] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

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

The disclosure of information in this report could reasonably prejudice the commercial position of the council with respect to future commercial dealings given that the report contains financial information and 'commercial in confidence' material.

Public Interest

The City Planning, Development and Business Affairs Committee is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information in the report, including certain commercial in confidence, financial information and legal matters, may prejudice future commercial dealings with respect to its strategic land holdings. On this basis, the disclosure of financial and commercial in confidence information may severely prejudice the Council's ability to influence the proposal for the benefit of the Council and the community in this matter.²

Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 12 May 2026 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 22 [Confidential Recommendation of the City Planning, Development and Business Affairs Committee – 5 May 2026] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3)(b) & (d) of the Act.

DISCUSSION

1. Section 90(1) of the *Local Government Act 1999 (SA)* (the Act) directs that a meeting of Council must be conducted in a place open to the public.
2. Section 90(2) of the Act, states that a Council may order that the public be excluded from attendance at a meeting if Council considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.
3. Section 90(3) of the Act prescribes the information and matters that a Council may order that the public be excluded from.
4. Section 90(4) of the Act, advises that in considering whether an order should be made to exclude the public under section 90(2) of the Act, it is irrelevant that discussion of a matter in public may -
 - (a) *cause embarrassment to the council or council committee concerned, or to members or employees of the council; or*
 - (b) *cause a loss of confidence in the council or council committee; or*
 - (c) *involve discussion of a matter that is controversial within the council area; or*
 - (d) *make the council susceptible to adverse criticism.*
5. Section 90(7) of the Act requires that an order to exclude the public:
 - 5.1 Identify the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
 - 5.2 Identify the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
 - 5.3 In addition identify for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.
6. Section 83(5) of the Act has been utilised to identify in the Agenda and on the Report for the meeting, that the following reports are submitted seeking consideration in confidence.
 - 6.1 Information contained in Item 22 – Confidential Recommendation of the City Planning, Development and Business Affairs Committee – 5 May 2026
 - 6.1.1 Is subject to an Existing Confidentiality Order dated 5/5/2026.
 - 6.1.2 The grounds utilised to request consideration in confidence is section 90(3)(b) & (d) of the Act
 - (b) Information the disclosure of which—
 - (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and
 - (ii) would, on balance, be contrary to the public interest.
 - (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which-
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - (ii) would, on balance, be contrary to the public interest;

ATTACHMENTS

Nil

- END OF REPORT -

Document is Restricted