



CITY COMMUNITY SERVICES AND CULTURE COMMITTEE

Agenda and Reports

for the Special meeting on

Tuesday, 2 December 2025

at 5.30 pm

in the Colonel Light Room, Adelaide Town Hall

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Our Adelaide.
Bold.
Aspirational.
Innovative.

CITY COMMUNITY SERVICES AND CULTURE COMMITTEE
Special Meeting Agenda, Tuesday, 2 December 2025, at 5.30 pm

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

Deputy Lord Mayor, Councillor Snape (Chair)

Councillor Giles (Deputy Chair)

Councillors Abrahamzadeh, Cabada, Couros, Davis, Freeman, Maher, Martin, Noon and Dr Siebentritt

Agenda

Item		Pages
1.	Acknowledgement of Country	
	At the opening of the City Community Services and Culture Committee meeting, the Chair will state:	
	‘Council acknowledges that we are meeting on traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today.	
	And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’	
2.	Apologies and Leave of Absence	
	Nil	
3.	Declaration of Conflict of Interest	
4.	Deputations	
5.	Reports for Recommendation to Council	
5.1	Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest	3 - 57
5.2	Blackfriars Priory School – Denise Norton Park / Pardipardinyilla (Park 2) Lease Exemption	58 - 94
6.	Exclusion of the Public	95 - 96
	In accordance with sections 90(2), (3) and (7) of the <i>Local Government Act 1999</i> (SA) the City Community Services and Culture Committee will consider whether to discuss in confidence the reports contained within section 7 of this Agenda.	
7.	Confidential Reports for Recommendation to Council	
7.1	Citizen of the Year Awards [S90(3) (o)]	97 - 120
8.	Closure	

Mary Lee Park (Park 27B) – Community Sports Building Draft Concept Design and Exemption to EOI

Strategic Alignment - Our Community

Public

Tuesday, 2 December 2025
City Community Services and Culture Committee

Program Contact:
Jennifer Kalionis, Associate
Director City Culture

Approving Officer:
Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to seek Council approval for:

- The Draft Concept Design for a Community Building located in Mary Lee Park (Park 27B)
- Exemption of the West Adelaide Soccer Club (WASC) from the requirement to undertake an expression of interest process; and
- Public consultation on the draft of a 21-year Park Lands Community Lease Agreement between the City of Adelaide (CoA) and WASC for community sports facilities at Mary Lee Park (Park 27B).

The provision of community sporting facilities in Park 27B aligns with the Adelaide Park Lands Management Strategy (APLMS) and Adelaide Park Lands Community Land Management Plan (CLMP).

WASC uses Park 27B as their junior base, with 302 registered players across 28 teams, consisting of both male and female players aged 4 to 17 years.

The Draft Community Building Concept Design is consistent with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy and demonstrates a strong commitment to enhancing the precinct by aligning with the policy objective to create high-quality, welcoming and inclusive spaces, incorporating core elements that are accessible to all Park Lands visitors.

WASC has been based in Park 27B for over 49 years and currently holds a 12-month Lease, which is due to expire on 30 June 2026. Maintaining the WASC tenure in Park 27B through a 21-year Lease ensures ongoing sport and recreational outcomes envisaged by the Adelaide Park Lands Management Strategy and the CLMP.

This report outlines the rationale for considering exempting the WASC from the Expression of Interest (EOI) process required under the Adelaide Park Lands Leasing and Licensing Policy and outlines the statutory public consultation process, parliamentary approval requirements, and timeframes to enact a 21-year Lease.

Further reports, including the outcomes of public consultation and the Detailed Design, will be presented to Kadaltilla and Council in 2026.

RECOMMENDATION

The following recommendation will be presented to Council on 9 December 2025 for consideration

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

1. Approves the draft concept design for the new Community Building at Mary Lee Park (Park 27B), as contained in Attachment A to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025.
 2. Approves the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.
 3. Authorises a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.
 4. Notes that a public consultation report and a Detailed Design of the Community Building will be presented to Kadaltilla and Council in 2026.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community A key action of the Strategic Plan is to 'enable community led services which increase well-being, social connections and participation in active lifestyles, leisure, recreation and sport.
Policy	Consistent with the Adelaide Park Lands Community Land Management Plan, the Adelaide Park Lands Leasing and Licensing Policy (2016), and the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy.
Consultation	The draft concept design for Park 27B has been developed in consultation with the West Adelaide Soccer Club (WASC). Aboriginal Urban Design has been engaged to work in partnership with the Kaurna Yerta Aboriginal Corporation (KYAC) to identify opportunities for cultural expression within both the building design and the surrounding landscape.
Resource	This project and the granting of a new Park Lands Community Lease Agreement (Lease Agreement) will be undertaken within current operational resources.
Risk / Legal / Legislative	<u>Local Government Act 1999 (SA)</u> Public consultation on the draft Lease Agreement will occur over a three-week period. <u>Adelaide Park Lands Act 2005 (SA)</u> Subject to public consultation and further consideration by Kadaltilla and Council, the draft Lease Agreement will be placed before both Houses of Parliament for 14 sitting days (concurrently) before execution.
Design	The draft concept design for Park 27B has been developed in accordance with the Adelaide Park Lands Building Design Guidelines and the Good Design Principles established by the Office for Design and Architecture South Australia (ODASA). Aboriginal Urban Design (AUD) has been engaged to identify opportunities for cultural expression within the building design and the surrounding landscape.
Opportunities	The project enables a redeveloped Community Building to better support community sports and provide accessible facilities for all Park Lands visitors. By maintaining the West Adelaide Soccer Club (WASC) in Park 27B, the project ensures the ongoing delivery of sports and recreational benefits, in line with the Adelaide Park Lands Management Strategy (APLMS) and the Community Land Management Plan (CLMP).
25/26 Budget Allocation	The Community Building redevelopment, including the disposal of the existing facility, will be funded through a combined investment of: <ul style="list-style-type: none"> \$2.125 million from Council's 1.5% rates revenue allocation \$2 million secured through a State Government grant \$800,000 in renewal funding from Council's Buildings Asset Management Plan, allocated specifically for Park Lands building renewals (\$200,000 in 2025/26).
Proposed 26/27 Budget Allocation	\$600,000 in renewal funding, reflecting the remaining balance of Council's Buildings Asset Management Plan allocation for Park Lands building renewals.
Life of Project, Service, Initiative or (Expectancy of) Asset	The 21-year Lease agreement and the provision of the Community Building will be reviewed in accordance with the Buildings Asset Management Plan (BAMP).
24/25 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	The Lessee will undertake maintenance of the leased and licensed assets in accordance with the Lease.
Other Funding Sources	The WASC has contributed \$2m towards the project through a State Government grant. A condition of the grant is that the project be completed by 30 April 2027.

DISCUSSION

Background

1. The West Adelaide Soccer Club (WASC) holds a Park Lands Community Lease Agreement (Lease Agreement) for 2.51ha of sports grounds and a Community Building located in Mary Lee Park (Park 27B).
2. The existing Community Building at Park 27B was constructed in the 1960s and has a building footprint of approximately 150sqm.
3. WASC has been based in Park 27B for 49 years and is affiliated with Football South Australia, the state governing body.
4. The Club uses Park 27B as their junior base, with 302 registered players across 28 teams, including 51 female and 251 male players.
5. On 10 November 2020, following an extensive stakeholder and community engagement process, Council adopted a new Community Land Management Plan for Park 27B. This plan supports the renewal of the existing clubrooms and is referenced in the latest [Adelaide Park Lands Community Land Management Plan](#).
6. In 2022, the WASC secured a \$2 million State Government grant to upgrade the clubrooms and sports ground lighting at Park 27B. To date, approximately \$700,000 of this funding has been allocated towards the replacement of sports lighting, with the existing lighting infrastructure at the end of its useful asset life.
7. On 12 November 2024, Council resolved (in part):
'That Council:
 7. Approves Golden Wattle Park / Mirnu Wirra (Park 21W) and Mary Lee Park (Park 27B) as the first priority Park Lands Community Buildings projects and to receive the 'Park Lands Buildings Upgrades' capital budget allocations for 2024/25 and 2025/26.

Draft Community Building Concept Design

8. The Draft Community Building Concept Design (Concept Design) for Mary Lee Park (Park 27B) is contained in **Attachment A** to this report.
9. Administration's analysis of the Draft Concept Design against the Adelaide Park Lands Community Building Policy is summarised in the table below:

Policy Objective	Design Response
Maximise investment and community benefits by consolidating buildings and creating shared-use facilities and amenities accessible to the public.	<p>The proposed Community Building in Park 27B will replace the existing facility, providing a modern, flexible space that can accommodate multiple community groups at once.</p> <p>The preliminary Concept Design aims to deliver an inclusive, multi-use facility that reflects the needs of the city's growing and evolving community and its surrounding suburbs.</p>
Enable the provision of Community Buildings that fulfil their intended purpose, with a building footprint and scale, that minimises the impact on the Adelaide Park Lands.	<p>The proposed Community Building comprises of a low-scale, single-level form that fits sensitively within the Park Lands.</p> <p>Existing trees and new landscape treatments further integrate the building into the park setting.</p> <p>A community area extends to a covered outdoor space that connects directly to the playing fields, providing flexibility for larger gatherings and community use.</p>
Create quality, welcoming and inclusive facilities to maximise community benefit.	<p>The Community Building incorporates publicly accessible amenities, including toilets, handwashing facilities, a drinking fountain, shelter, and seating.</p> <p>The Community Building is located near Park Terrace and the Park Lands Trail, providing connections to nearby community facilities such as the community courts, skate park, play space and parking areas.</p>

Policy Objective	Design Response
Foster diverse participation in sports and recreation by investing in facilities that meet the needs of users and the public.	<p>The Community Building incorporates:</p> <ul style="list-style-type: none"> Two unisex changerooms and amenities that can be divided into four separate spaces to service a range of community sports across the four playing fields. Building elements are designed to support both formal and informal use of the Park Lands. Facilities that comply with the Building Code of Australia, the Disability Discrimination Act 1992, and relevant sporting facility guidelines for community-level competition.
Optimise the sustainable development, efficient use and environmental performance of Community Buildings.	<p>The Community Building is proposed to be fully electric and designed to maximise natural light within the community spaces and changing rooms, reducing reliance on artificial lighting.</p> <p>The design aims to enhance local biodiversity and strengthen connections with the adjacent landscape.</p> <p>The building has been carefully sited to avoid the removal of existing trees, subject to arborist review.</p>
Ensure a consistent approach to designing and redeveloping the upgrade and redevelopment of Community Buildings.	<p>Administration has managed the development of the Draft Concept Design in consultation with the Lessee.</p> <p>The proposed Community Building incorporates materials and landscape treatments consistent with the Adelaide Park Lands Building Design Guidelines, ensuring it complements its park setting.</p>

Community Building Footprint

10. The provision of a Community Building in Park 27B is consistent with the Adelaide Park Lands Community Land Management Plan and the purpose for which the land is held, including 'providing sporting fields and fit-for-purpose support facilities'.
11. The existing Community Building in Park 27B, constructed in the 1960s to service a single playing field, does not:
 - 11.1. service the needs of existing users
 - 11.2. provide accessible, inclusive amenities for players, officials and spectators (including disability access as per the *Disability Discrimination Act (1992)*)
 - 11.3. align with relevant community sports facility guidelines
 - 11.4. provide benefit to Park Lands visitors not associated with the WASC.
12. The original facility was not designed for current levels of use, which continue to grow as WASC invests in playing surfaces and sports lighting, increasing carrying capacity and programming opportunities.
13. A larger building footprint is required to meet contemporary community expectations, provide fit-for-purpose facilities for multiple users and playing fields, and satisfy legislative requirements, factors not contemplated when the original building was constructed.
14. Park 27B's total area is 8 hectares. The proposed maximum building footprint is 378 sqm, which equates to approximately 0.47 % of the Park's total area.
15. The building incorporates publicly accessible toilets, drinking water, seating and shelter to support formal and informal use of Park 27B, generating benefits to all visitors to this precinct.
16. The inclusion of a common area enables community use of the building when sport is not scheduled, most training and competition occurs on weeknights and during daytime on weekends. These spaces extend mental and physical health benefits beyond on-field participation, strengthen community connections and support diverse activities
17. The proposed kiosk/kitchen area allows for dry storage, heating and refrigeration of food and beverage supplies to service the estimated 73,000 annual participants.

18. The terms and conditions of the Lease Agreement will inform the nature of activities that the common area and kiosk/kitchen will service, and Council will consider this separately.

Section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016

19. The Adelaide Park Lands Leasing and Licensing Policy requires the selection of a new lessee for vacant land and/or buildings through an Expression of Interest (EOI) process, unless there are exceptional circumstances. If such circumstances exist, a Council resolution is needed.
20. Exceptional circumstances are reviewed on a case-by-case basis, depending on the particulars of the situation.
21. An assessment has been undertaken to determine if exceptional circumstances exist in this case and key considerations are presented below:
- 21.1. The WASC has been based at Park 27B for 49 years.
- 21.2. The WASC received a \$2 million grant from the State Government in 2022 to improve sporting facilities in Park 27B including redevelopment of the existing clubroom. To date, approximately \$700,000 of this grant has been spent on installing new sports lighting.
- 21.3. Maintaining the WASC's tenure in Park 27B ensures ongoing sport and recreational outcomes envisaged by the Adelaide Park Lands Management Strategy and the Community Land Management Plan.

Proposed Lease Agreement – Community Consultation

22. Should Council approve an exemption to the WASC from the requirement to undertake an EOI process, it is recommended that the following high-level terms and conditions inform a new Lease Agreement with the WASC:
- 22.1. The proposed term is 21 years, structured as 7+7+7, with the Lessee having the option to exercise rights to renew a second and third seven-year term.
- 22.2. If the Lessee does not comply with the Lease terms, they will forfeit their renewal entitlement. This gives the WASC security to realise the benefits of acquiring external funding while ensuring CoA retains oversight of compliance and performance at each renewal stage.
- 22.3. Building Rent: As per the City of Adelaide's (CoA) annually endorsed Fees and Charges, applied from 1 July each year.
- 22.4. Licence Fees: As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
- 22.5. Permitted Use: Community sport and associated community development (not-for-profit) activities.
23. **Attachment B** contains a draft 21-year Park Lands Community Lease Agreement ('Lease') for the community sports facilities located in Park 27B. The foundational elements of the draft Lease have been developed as per the Adelaide Park Lands Leasing and Licensing Policy (2016). There will be some immaterial amendments or refinements as the project matures, including the addition of approved Development Plans and maintenance schedules, prior to the execution of the Lease.
24. The proposed 21-year term reflects WASC's \$2m contribution to redeveloping the existing Community Building, which forms part of the proposed Lease area.

Lease Consultation

25. Public consultation on the draft Lease will occur over a three-week period per the CoA's Community Consultation Policy, including Publication of public notes (Gazette and The Advertiser), information on the CoA website, and copies of the draft Lease Agreement available for viewing at all CoA libraries and community centres.

Next Steps – Community Building

26. Subject to the approval of Council of the Draft Park Lands Community Building Concept Design for Mary Lee Park (Park 27B), Administration will commence the detailed design phase of the project in early 2026.

Next Steps – Lease Agreement

27. Executing a long-term Lease is critical to delivering this Community Building redevelopment project in Park 27B. The findings of the Lease consultation will be presented to Kadaltilla and Council in 2026.
28. If supported and subject to any amendments, the draft Lease will be laid before both Houses of Parliament for 14 sitting days with an obligation for the Presiding Members of each House to lay a copy before the respective House within six sitting days of receiving.

29. If required, Administration will arrange under delegation for a short-term Lease as an interim measure. WASC's existing Lease will end on 30 June 2026.
-

ATTACHMENTS

Attachment A – Draft Park Lands Community Building Concept Design – Mary Lee Park (Park 27B)

Attachment B – Draft Park Lands Community Lease Agreement for Mary Lee Park (Park 27B)

- END OF REPORT -



NINE

Park 27B Community Building Upgrade — Preliminary Concept Design

We acknowledge the Traditional Custodians of the lands on which we live and work across Australia. We pay our respects to Aboriginal Elders, past and present, and honour their enduring connection to Country, culture, and community.

Client
City of Adelaide
Project Number
0909-163
Date
Thursday 20th November 2025

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Executive Summary

Overview

Studio Nine has been engaged by City of Adelaide to redesign the community building in Park 27B. The current club and changerooms are approximately 150m² and do not provide sufficient facilities for the club. This presents an opportunity to reimagine and activate the playing fields for current and future sports demands, creating a fit-for purpose and future-proofed facility.

The City of Adelaide commissioned a feasibility study in 2023, which recommended that the existing building be demolished and replaced with a single-story development closer to the main pitch. The City of Adelaide adopted this recommendation, and the subsequent brief reflects this. West Adelaide Hellas Soccer Club currently leases the clubrooms and will be the primary occupants of the proposed development.

Site

The site is located north-west of the park, nestled in a bustling community precinct alongside Park Terrace Community Garden, Bowden Skatepark, and opposite Bowden. The site includes a sports building, along with a footbridge structure over an existing stormwater swale that connects four soccer fields.

Accessed via Park Terrace, Mary Lee Park – Park 27B is located within the Adelaide Parklands, linking a number of Adelaide City precincts such as Bonython Park, Golf Links, and Greater Riverbank. It acts as a green buffer for neighbouring councils, including the City of West Torrens and the City of Charles Sturt, as well as providing key active escapes for surrounding residential areas.

Vision

The vision prioritises efficiency and flexibility, delivering a clubroom capable of supporting both intimate gatherings and larger groups while preserving the integrity of the Adelaide Park Lands and ensuring all activities align with their environmental, cultural, recreational, and social heritage values.

The focus will be on creating adaptable spaces that can be easily tailored to suit the specific needs of each group and occasion, offering versatility.

The flexible design of the clubroom ensures it can host a variety of sports, adjusting seamlessly to seasonal changes.

The transformation of Park 27B aims to establish it as a vibrant and inclusive destination—a place to meet, connect, and enjoy diverse experiences. By creating a dynamic network of activity hubs, the park will attract visitors and tourists of all ages, abilities, and cultural backgrounds.

Sport and recreation will be key drivers of activation, strengthening Park 27B’s identity as a regional hub for competitive sport as well as a wide range of active and passive recreational pursuits.

Integrated parkland trails and edge paths will provide accessible, well-lit routes with sealed surfaces, enhancing connections for commuters and recreational users alike.

Key project Drivers

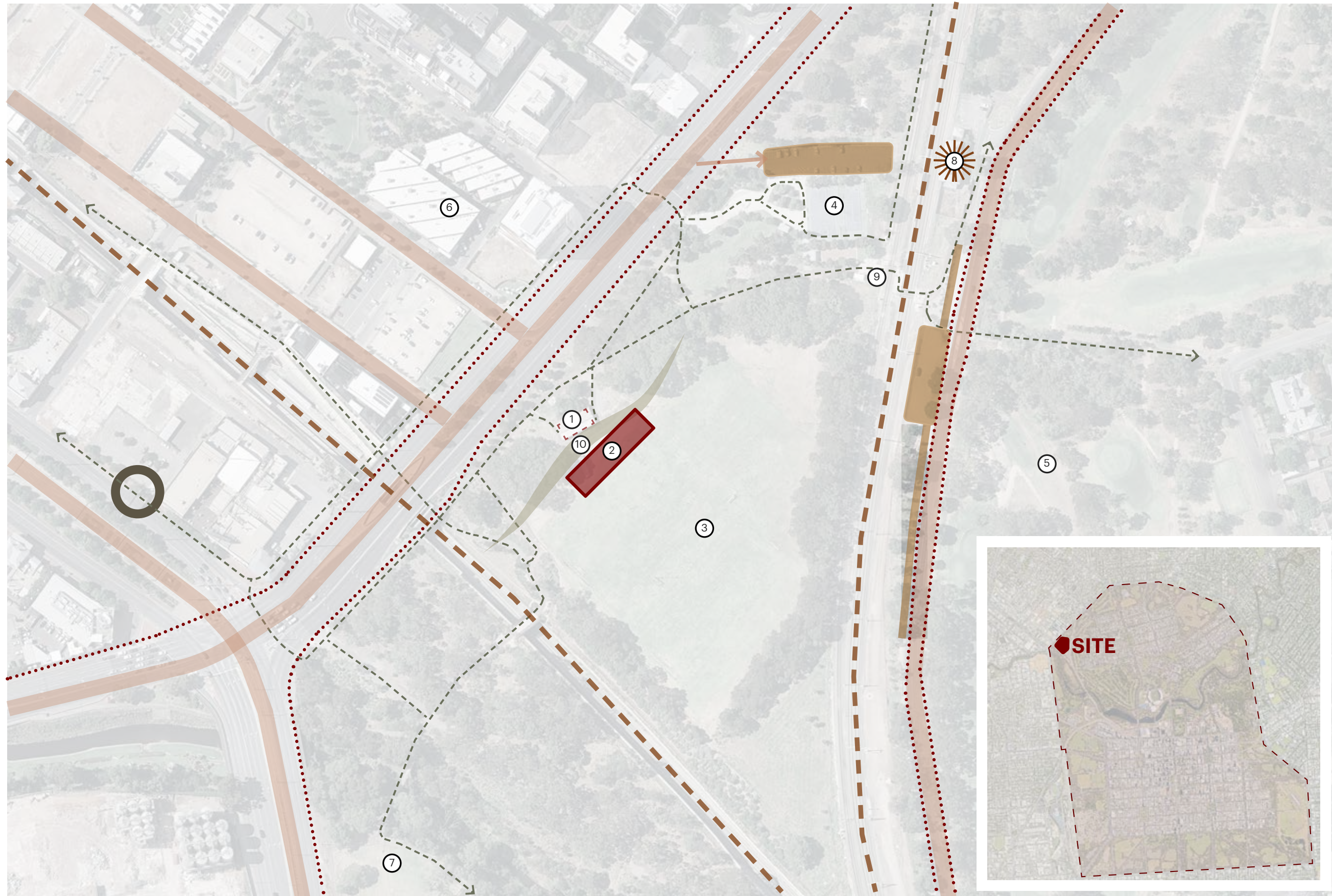
The design drivers aim to align with the City of Adelaide’s strategic documents (listed below), along with feedback obtained through stakeholder workshop sessions.

- Adelaide Park Lands Community Buildings (Sports & Recreation) Policy
- City of Adelaide Strategic Plan
- Adelaide Design Manual
- Adelaide Park Lands Management Strategy
- Community Land Management Plan - Adelaide Park Lands
- Integrated Biodiversity Management Plan
- National Heritage Management Plan








The design guidelines, vision, and values will provide a foundation for the park to prosper, grow, and effectively carry out its mission to design a building that is respectful to its context, while also providing a place that facilitates greater community participation

Site Analysis

Pedestrian Access and Circulation



1. Existing Clubrooms
2. Subject Site
3. Multi Use Playing Fields (Mary Lee Park 27B)
4. Skate Park and Public Sports Courts (Bowden Park)
5. North Adelaide Golf Club
6. Plant 4 Bowden
7. Bonython Park
8. North Adelaide Railway Station
9. Public Bathrooms
10. Swale

-  Public Carpark
-  Road
-  Railway
-  Cycle Path
-  Shared Cycle/Pedestrian Path
-  Bus Stop
-  Train Station

Concept Development

Surrounding Conditions



Existing Hellas Clubroom



Adelaide Parklands trail to Livestrong pathway



Mary Lee Playspace



Bowden Multicourts



Existing Swale



Dual Exaloo

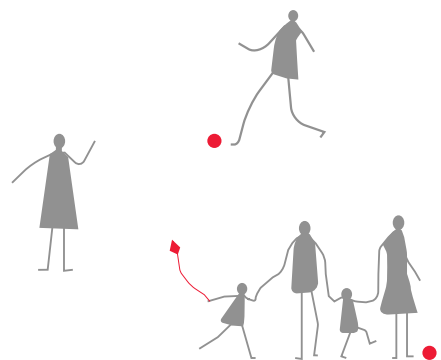


Bowden Skatepark

Concept Development

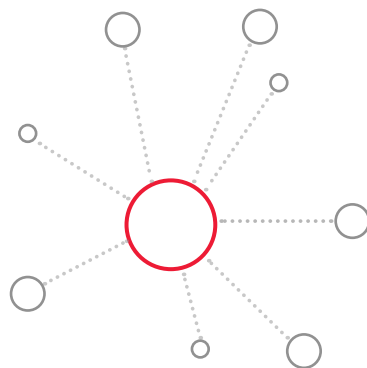
Referencing the outcomes of the Vision Workshop, 4 key design drivers were identified. These aim to inform the design approach Across all product phases.

Design Drivers



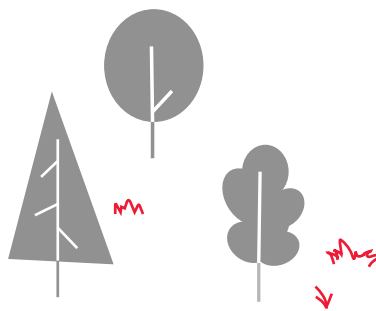
Fostering Community Connection

The club should be more than a venue for sport—it will act as a vibrant community gathering point. Enhancing the connection between community driven initiatives on site along with opportunities to foster a deeper sense of place and people through flexible design.



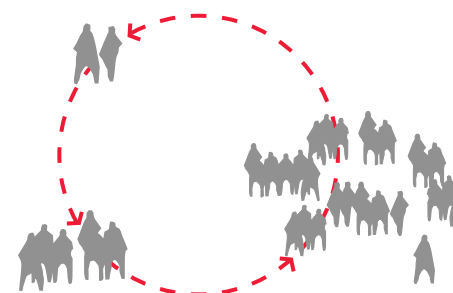
Celebrating Community and Parklands Identity

Create a community building that responds to its parklands setting and the needs of the growing and changing communities in the city and neighbouring suburbs that caters for organised sport and community use.



Sensitivity to Nature

Paying homage to the site nestled within Mary Lee Park (Park 27B) opportunity to enhance and encourage connection to the parklands that encourage and consider connection with nature. Celebrating outdoor sanctuaries to offer restorative moments, enhancing the overall sense of peace and balance within the community.



Efficient and Flexible

The facility design will prioritise efficiency and flexibility, ensuring it can seamlessly accommodate both intimate gatherings and larger groups. The focus will be on creating adaptable spaces that can be easily tailored to suit the specific needs of each group and occasion, offering versatility and functionality for a wide range of events.

Concept Development

Look and Feel



Light-Touch Construction



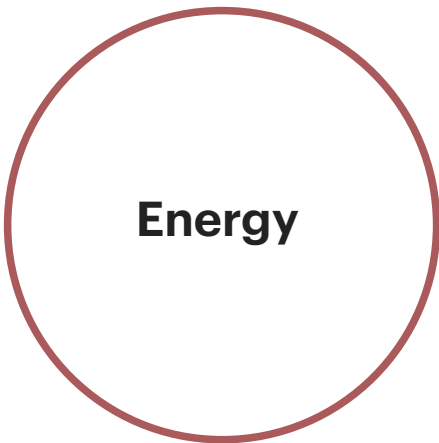
Robust and Natural Palette



Intergrated Landscape

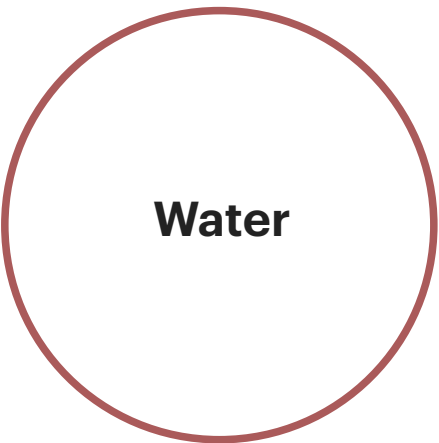


Environmentally Sustainable Design Initiatives



A fully electric, renewable energy ready, and fossil-fuel-free pavilion supported by high-efficiency building services.

- All-electric systems, no gas.
- High-efficiency LED lighting with sensors.
- Natural ventilation and ceiling fans to reduce cooling loads.
- Powered by South Australia’s leading renewable energy share with space / provisions provided for future solar photovoltaic (PV) / battery storage



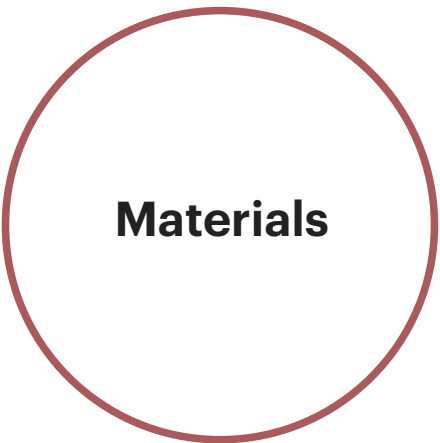
Reduced water uses through high-efficiency WELS-rated fittings and use of Glenelg to Adelaide Pipeline (GAP) water for irrigation.

- Efficient Water Efficiency Labelling and Standards (WELS) scheme-rated fittings.
- GAP water for irrigation.
- Permeable paving to reduce runoff and heat.



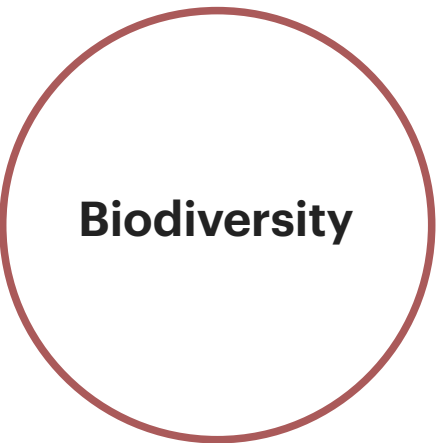
Natural light in community and change rooms and inclusive amenities. A design that reflects respect for Kaurna and other cultural backgrounds.

- Natural light to the community space and change rooms which reduces the reliance on artificial lighting.
- Natural ventilation to all rooms including change rooms.
- Inclusive amenities and gender-neutral facilities
- Play elements for children
- A facility that respects Kaurna culture and other cultural backgrounds.



Use of durable, low carbon and responsible materials and waste reduction strategies to minimise the building’s impact on the Parklands.

- Low-carbon concrete, responsible steel or responsibly sourced timber.
- Durable finishes to extend life and reduce replacement.
- Circular design for easy disassembly and reuse.
- Waste minimisation and recycling



A site that enhances local biodiversity, strengthens connectivity, and provides habitat for endangered species.

- Native and drought resistant planting that supports pollinators, wildlife and bird habitat.
- Integrated habitat features (nesting boxes, insect hotels).

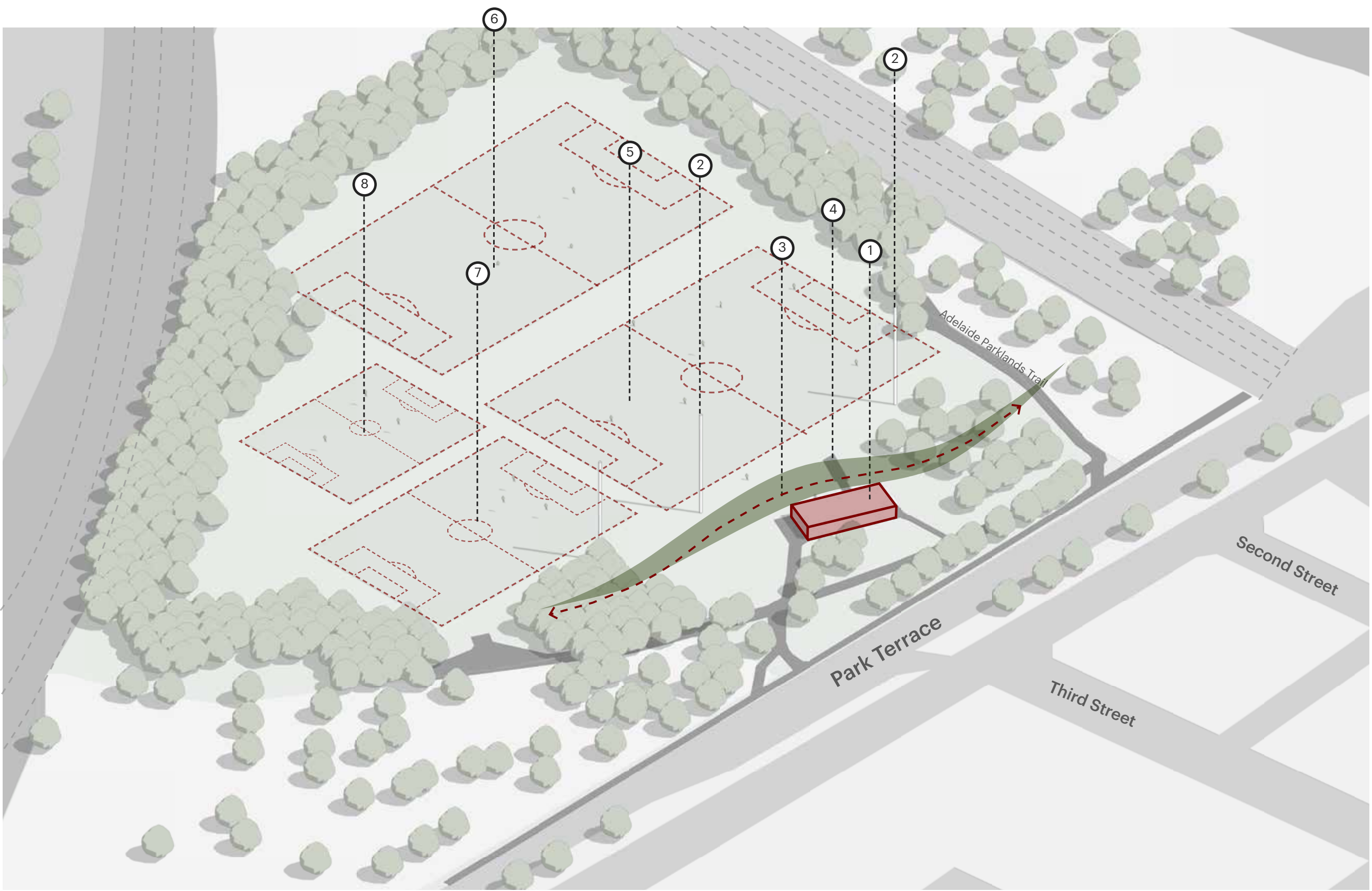


Stormwater is managed through a natural swale to reduce flood risk during heavy rain, with light-coloured finishes and vegetation to minimise heat island effect.

- Water Sensitive Urban Design (WSUD) including a natural swale to reduce local flood risk during intense rainfall events and shelter/play on hot days.
- Light-coloured, reflective roof to reduce heat island effect.

Site Approach

Existing Site



- 1 . Existing Clubrooms (approx 150m2)
- 2 . Existing Light Posts
- 3 . Existing Swale
- 4 . Pedestrian Bridge
- 5 . Existing Playing Pitch 01
- 6 . Existing Playing Pitch 02
- 7 . Existing Playing Pitch 03
- 8 . Existing Playing Pitch 04

Not to Scale

Site Approach

Opportunities



- 1 . Respond, enhance and incorporate existing terrain, vegetation and canopy including exsiting stormwater management.
- 2 . Reinforce user desire lines to and from the Park Lands and sporting fields

Not to Scale

Concept

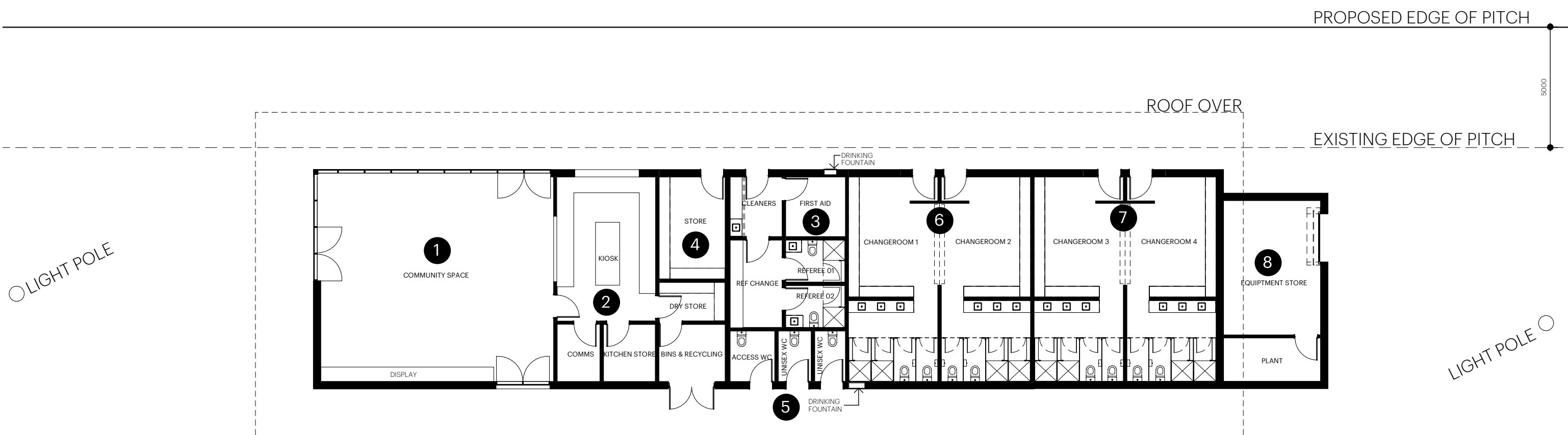
Accommodation

No	Room	Existing Building	Football Victoria – Building Development Guide (Junior) Football NSW – Modular Sporting Facilities	Proposed Building (m2)	Comments
1.0	Changerooms and Amenities*				
1.1	Player Change rooms	1 x 19sqm 1 x 15sqm	4 x 25sqm (Vic) 4 x 19sqm (NSW)	4 x 19sqm	Four changerooms servicing two full size pitches and two modified pitches with ability to connect the change rooms to create two larger spaces
1.2	Player Amenities	1 x 11sqm 1 x 7sqm	4 x 16sqm (Vic) 4 x 12.5sqm (NSW) 2 pans, 2 showers in each change room	4 x 13sqm 2 pans, 2 showers in each change room	
2.0	Match Official/ Umpire Changerooms				
2.1	Umpire Changerooms	Nil	Optional (Vic) 8.25sqm (NSW)	17sqm	Allowance for male and female officials
3.0	Ancilliary				
3.1	First Aid Room	Nil	Optional	7sqm	External but sheilded (and under main roof extent)
3.2	Cleaners Store	Nil	5sqm	2sqm	
3.3	Bin Storage (bins, recycling, mechanical equiptment, etc)	Nil	Not referenced	5sqm	
3.4	Plant/Services	Nil	Not referenced	7.5sqm	Waste, including recycling, is stored out of sight
3.5	Equipment Store/Store	5sqm	15sqm (Vic) 20sqm (NSW)	34.5sqm	Servicing multiple pitches and over 28 junior male and female teams
3.6	Communication room	Nil	Not referenced	5sqm	Future-proof building
4.0	Kiosk				
4.1	Kiosk/Kitchen	18sqm	Site dependent (Vic) 25-30sqm (NSW)	35sqm	Includes allowance for dry store and cool room (non-commercial kitchen)
5.0	Internal Common Area				
5.1	Community room	35sqm	Site dependent (Vic) 75.5sqm (NSW)	86sqm	Multi-use community space (memorabillia display)
6.0	Public Amentiy:				
6.1	Public toilets	17sqm* *Not publicly accessible	27sqm 3 x toilets, including an accessible toilet	11sqm** 3 x toilets, including an accessible toilet	**Externally accessible
6.3	Handwashing and drink facilities				Externally accessible
	Total Floor Area	127.0	329.8	340.5sqm	
	Grossing Allowance	23.0	49.5sqm*	37.5sqm	*15% allowance for walls, walkways, corridors etc to enable an estimated total building footprint as defined by the Adelaide Park Lands Building Design Guidelines
	Total Building Footprint	150sqm	379.25sqm	378sqm	

Concept Design

Floor Plan - Not to scale

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GFA Proposed Building: 378sqm



- 1. Community Space
- 2. Kiosk and Store
- 3. Verandah
- 4. Storage & Amenities
- 5. Public Amenities
- 6. Changeroom 1 and 2
- 7. Changeroom 3 and 4
- 8. Equipment and Plant

Concept Design

Planting Palette



SCHEDULE

NO.	SPECIES	COMMON NAME	POT SIZE	SIZE (H X W)
TREES				
01	Eucalyptus porosa	Mallee Box	45L	10m x 8m
02	eucalyptus leucoxylon s. megalocarpa	SA Blue Gum	45L	10m x 10m
03	Eucalyptus leucoxylon 'Euky Dwarf'	Dwarf SA Blue Gum	45L	5m x 5m
SHRUBS				
04	Chrysocephalum apiculatum	Everlasting Daisy	140mm	300mm x 500mm
05	Correa glabra x reflexa	Native Fuchsia	140mm	700mm x 1m
06	Enchylaena tomentosa	Ruby saltbush	140mm	1m x 1m
07	Hardenbergia violacea	Native lilac	140mm	5m x 3m
STRAPPYS/SEDGES				
08	Dianella longifolia	Flax-lilies	140mm	1m x 1m
09	Ficinia nodosa	Knobby club-rush	140mm	1m x 1m
10	Juncus pallidus	Pale rush	140mm	1.5m x 1m
11	Poa labillardieri	Tussock-grass	140mm	1m x 500mm
GROUNDCOVERS				
12	Atriplex semibaccata	Berry Saltbush	140mm	200mm x 1.5m
13	Goodenia varia	Sticky goodenia	140mm	500mm x 1m
14	Kunzea pomifera	Muntries	140mm	500mm x 5m
15	Myoporum parvifolium	Creeping boobialla	140mm	300mm x 2m

Concept Design

View Looking North West



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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	XX (\$XX) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at TBCsqm x \$11 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)	XX (\$XX) (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>
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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 in **Error! Reference source not found.**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 and membership

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

25.13 Relocation

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

25.14 Nature of licence

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

Signed for 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	Nil responsibility	Total 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**

Blackfriars Priory School – Denise Norton Park / Pardipardinyilla (Park 2) Lease Exemption

Strategic Alignment - Our Community

Public

Tuesday, 2 December 2025
City Community Services and Culture Committee

Program Contact:
Jennifer Kalionis, Associate
Director City Culture

Approving Officer:
Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to seek Council's approval for the City of Adelaide (CoA) to grant Blackfriars Priory School (Blackfriars) a five year Park Lands Community Lease Agreement for the community building, playing fields and courts situated in Denise Norton Park / Pardipardinyilla (Park 2).

Blackfriars has held occupation agreements with the City of Adelaide (CoA) for sporting use in Park 2 since the late 1950s and holds a current Park Lands Lease Agreement with the CoA for the community building, playing fields and courts located in Park 2. The current lease will expire on 30 June 2026. At the expiration of a Park Lands Lease Agreement, the land and building become vacant and per section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016 (the Policy):

'a new lease will be selected by way of Expression of Interest unless there are exceptional circumstances (in which case a Council resolution will be required)'

This report outlines the rationale to exempt Blackfriars from the Expression of Interest (EOI) process, due to the exceptional circumstances related to the delivery of the State Government's Adelaide Aquatic Centre Redevelopment (AACR) in Park 2, which displaced Blackfriars Priory School from the Barton West and East Ovals it previously licensed.

Given disruptions caused by the AACR, Council approval is sought to grant an exemption under section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016 (exceptional circumstances). This will allow Administration to grant Blackfriars a five-year Park Lands Community Lease Agreement to commence upon expiry of the current agreement on 30 June 2026, ensuring continuity of public benefit.

This matter was considered by Kadaltila / Adelaide Park Lands Authority on 27 November 2025.

RECOMMENDATION

The following recommendation will be presented to Council on Tuesday 9 December 2025 for consideration

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

1. Approves the exemption of Blackfriars Priory School from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy.
2. Approves granting a five-year (1 July 2026 to 30 June 2031) Park Lands Community Lease Agreement to Blackfriars Priory School for the community building, playing fields and courts in Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment A to Item 5.2 on the Agenda for the Special meeting of the City Community Services and Culture Committee held on 2 December 2025.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community Enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport.
Policy	<u>Adelaide Park Lands Community Land Management Plan (CLMP)</u> The CLMP supports leasing and licensing of various community sports facilities located within Denise Norton Park / Pardipardinyilla (Park 2). <u>Adelaide Park Lands Leasing and Licensing Policy</u> Section 13.1 stipulates that in the case of vacant land or building a new lessee will be selected by way of Expression of Interest (EOI) unless there are exceptional circumstances.
Consultation	Not as a result of this report.
Resource	The granting of a new Park Lands Community Lease Agreement (Lease Agreement) will be undertaken within current operational resources.
Risk / Legal / Legislative	The Park Lands Community Lease Agreement has been prepared in accordance with the Adelaide Park Lands Leasing and Licensing Policy 2016 (Policy).
Opportunities	Maintaining Blackfriars Priory School as Lessee in Park 2, will ensure the ongoing delivery of sports and recreational benefits, in line with the Adelaide Park Lands Management Strategy and the Community Land Management Plan.
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	The calculation of lease and licence fees will be in accordance with the Policy.
Life of Project, Service, Initiative or (Expectancy of) Asset	Five-year lease agreement.
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	The Lessee will undertake maintenance of the leased and licensed assets.
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. Currently Blackfriars Priory School (Blackfriars) holds a Park Lands Community Lease Agreement (Lease Agreement) for 2.3ha of open playing fields, four community courts and a community building located in Denise Norton Park / Pardipardinyilla (Park 2).
2. Blackfriars has been based in Park 2 since the late 1950s and is affiliated with the South Australian National Football League, Football South Australia and the South Australian Cricket Association which are all the State Governing Bodies of their associated sports.
3. The school uses Park 2 as a base for their affiliated Old Scholar Clubs, which include cricket, football (men's and women's) and soccer (men's and women's).

Adelaide Aquatic Centre Redevelopment (AACR) Project

4. In September 2022, the State Government announced the new location for the Adelaide Aquatic Centre would be in the south-west corner of Park 2. This location directly impacted the Barton Ovals west and east which were licensed to Blackfriars for soccer and cricket use.
5. Council allocated \$14,144,480 in capital investment in its 2024/25 Annual Business Plan and Budget for demolition of the existing Adelaide Aquatic Centre to make way for the State Government's Adelaide Aquatic Centre Redevelopment, and the construction of a new community oval in Park 2 as part of the 'Return to Park Lands Zone'.
6. Council and Blackfriars have had ongoing discussions regarding the 'Return to Park Lands Zone' during which Blackfriars has provided input into the design of the new community oval.

Current Lease Agreement

7. On 14 November 2023, in recognition of the continued impact on Blackfriars for the duration of the AACR project, Council resolved:

THAT COUNCIL

1. *Authorises the Lord Mayor or Chief Executive Officer to enter into lease negotiations for a two year and six-month (1 January 2024 to 30 June 2026) Park Lands Lease Agreement with Blackfriars Priory School (Lessee) for the sports building, playing fields and courts located in Pardipardinyilla / Denise Norton Park (Park 2).*
2. *Notes the advice received from Kadaltilla / Adelaide Park Lands Authority at its meeting of 26 October 2023, to endorse lease negotiations for a two year and six month (1 January 2024 to 30 June 2026) and supporting exemption of the Blackfriars Priory School Park Lands Lease Agreement, from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.*
3. *Approves the exemption of the Blackfriars Priory School Park Lands Lease Agreement, from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.*

Section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016

8. A requirement of the Adelaide Park Lands Leasing and Licensing Policy 2016 (the Policy) (section 13.1) is to select a new lessee of vacant land and/or building through an EOI process unless there are exceptional circumstances, in which case a Council resolution is required.
9. Exceptional circumstances are reviewed on a case-by-case basis, depending on the particulars of the situation.
10. An assessment has been undertaken to determine if exceptional circumstances exist in this case, and key considerations are presented below:
 - 10.1. The State Government's AACR project has impacted Park 2 and Blackfriars's sub-leasing arrangements, where these sub-lessees had to find alternative venues/facilities whilst the works were occurring.
 - 10.2. Blackfriars were recently granted a 2.5-year extension on their current lease due to the AACR project – 1 January 2024 to 30 June 2026. The extension is aligned to the proposed date of when the project will conclude.

11. It is Administration's assessment that exceptional circumstances exist that satisfy section 13.1 of the Policy, particularly the State Government's AACR development in Park 2, and it recommends Council resolve to provide an exemption from the requirement to undertake an EOI process to select the lessee for Park 2.

Summary

12. The current lease expires on 30 June 2026. To accommodate the AACR project and maintain Blackfriars's tenure within Park 2 for the next five years, the Administration seeks:
 - 12.1. A Council resolution to exempt Blackfriars from the requirement to undertake an EOI process in accordance with section 13.1 of the Policy.
 - 12.2. Endorsement to grant a new five-year Park Lands Community Lease Agreement to Blackfriars to commence on 1 July 2026 and expire 30 June 2031.

Proposed Lease Agreement

13. Should Kadaltilla support an exemption to Blackfriars from the requirement to undertake an EOI, it is recommended that the following high-level terms and conditions inform a new Lease Agreement with CoA:
 - 13.1. Term: five years
 - 13.2. Building Rent: as per the City of Adelaide's (CoA) annually endorsed fees and charges and reviewed 1 July each year.
 - 13.3. License Fees: as per the CoA's annually endorsed fees and charges and reviewed 1 July each year.
 - 13.4. Permitted Use: community sport and associated community development (not-for-profit) activities.
14. CoA's ability to provide the licenced areas was impacted by the positioning of the AACR project. It is therefore proposed that the new community oval, which is currently under construction as part of the Return to Park Lands facet of the redevelopment project, will form part of the new Blackfriars Park Lands Community Lease Agreement as contained in **Attachment A**.

Kadaltilla / Adelaide Park Lands Authority

15. This matter was considered by Kadaltilla / Adelaide Park Lands Authority on 27 November 2025.

Next Steps

16. Subject to Council approval, Administration will finalise a new five-year Lease Agreement with Blackfriars commencing 1 July 2026 and expiring 30 June 2031.

ATTACHMENTS

Attachment A – City of Adelaide – Park Lands Community Lease Agreement – Blackfriars Priory School – Park 2

- END OF REPORT -



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)	Not Applicable.	
Item 4 Lease Fee	<p>TBC (inclusive of GST) per annum (subject to annual review*)</p> <p><i>*Calculated at 209sqm x \$TBC per sqm (as at 1 July 2026)</i></p>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	<p>TBC (inclusive of GST) per annum (subject to annual review*)</p> <p><i>*Calculated on 2.3 ha of open playing fields plus western oval (area tbc) and 4 x open courts and maintained by the Lessee.</i></p>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	
Item 7 Times of Use	<p>1 January – 31 December</p> <p>Monday to Sunday (inclusive) 7.00am to 11.00pm</p>	
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>

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 in **Error! Reference source not found.**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 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 and membership

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

25.13 Relocation

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

25.14 Nature of licence

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

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

25.15 No warranty

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

25.16 Interpretation

Unless the contrary intention appears:

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

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

EXECUTED as an agreement on this day (date)

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

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

Signed for 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)



NOTE - Licence Area = 2.3ha + western oval (tbc) 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 two 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 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 – eastern ovals	Nil Responsibility	Total Responsibility	
Flood lights – western oval	Total responsibility	Nil responsibility	
Courts	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed

*** Landowner Consent required for all Renewal**

Program Contact:

Anthony Spartalis, Chief
Operating Officer

Approving Officer:

Michael Sedgman, Chief
Executive Officer

Public

EXECUTIVE SUMMARY

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

It is the recommendation of the Chief Executive Officer that the public be excluded from this City Community Services and Culture Committee Special meeting for the consideration of information and matters contained in the Agenda.

For the following Report for Recommendation to Council seeking consideration in confidence

7.1 Citizen of the Year Awards [section 90(3) (o) of the Act]

The Order to Exclude for Item 7.1:

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

ORDER TO EXCLUDE FOR ITEM 7.1

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE:

1. Having taken into account the relevant consideration contained in section 90(3) (o) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this Special meeting of the City Community Services and Culture Committee dated 2 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 7.1 [Citizen of the Year Awards] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item is confidential as it contains information relating to recommended award recipients prior to the presentation of the awards at the Australia Day Citizenship Ceremony scheduled for Thursday 29 January 2026.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this Special meeting of the City Community Services and Culture Committee dated 2 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 7.1 [Citizen of the Year Awards] 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) (o) 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 7.1 – Citizen of the Year Awards
 - 6.1.1 Is not subject to an existing Confidentiality Order.
 - 6.1.2 The grounds utilised to request consideration in confidence is section 90(3) (o) of the Act
 - (o) information relating to a proposed award recipient before the presentation of the award

ATTACHMENTS

Nil

- END OF REPORT -

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