



# CITY COMMUNITY SERVICES AND CULTURE COMMITTEE AGENDA & REPORTS

for the meeting

Tuesday, 4 July 2023  
at 5.30 pm

in the Colonel Light Room, Adelaide Town Hall

© 2023 CITY OF ADELAIDE. ALL RIGHTS RESERVED.



Members – The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith  
Councillor Giles (Chair)  
Councillor Davis (Deputy Chair)  
Councillors Abrahamzadeh, Couros, Elliott, Hou, Li, Martin, Noon, Dr Siebentritt and Snape

**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 Kurna people of the Adelaide Plains and pays respect to Elders past and present. We recognize and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kurna 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**

On Leave -

Councillor Couros

**3. Confirmation of Minutes**

That the Minutes of the meeting of the City Community Services and Culture Committee held on 6 June 2023, be taken as read and be confirmed as an accurate record of proceedings.

View public 6 June 2023 Minutes [here](#).

**4. Reports for Recommendation to Council**

4.1	Developing a sustainable model to support people experiencing homelessness in the City of Adelaide	3 - 36
4.2	South Australian Motor Sport Board World Solar Challenge 2023 Declarations Consultation	37 - 40
4.3	Adelaide Fringe 2024 Event Road Closure	41 - 44
4.4	Adelaide Aquatic Centre Redevelopment Lease and Licensing	45 - 88

**5. Reports for Noting**

5.1	Response to Anti-Social Behaviour in the City	89 - 91
-----	---	---------

**6. Closure**

## Developing a sustainable model to support people experiencing homelessness in the City of Adelaide

Strategic Alignment - Thriving Communities

Public

Tuesday, 4 July 2023

City Community Services and Culture Committee

**Program Contact:**

Sarah Gilmour, Associate Director Park Lands, Policy & Sustainability

**Approving Officer:**

Ilia Houridis, Director City Shaping

## EXECUTIVE SUMMARY

The purpose of this report is to present an updated draft discussion paper to inform development of a homelessness policy for the purposes of stakeholder engagement, including a homelessness round table.

The discussion paper has been prepared in response to recent Council directions, as follows:

- At a CEO Briefing held on 28 February 2023, Council identified the need to review its Homelessness, Social Housing and Housing Affordability Policy 2022-2025, and create a separate Homelessness Policy.
- At the Council meeting held on [9 May 2023](#), Council called for a report on homelessness and rough sleepers in the city including a request to report on funding models and for the Lord Mayor to chair a homelessness round table.
- On 6 June 2023, the City Community Services and Culture Committee considered the report on "Discussion Paper Homelessness Policy" and provided feedback to be incorporated into the discussion paper prior to it being finalised. At the meeting Administration advised that the SA Housing Authority would be invited to comment on the discussion paper where it related to State based funding and initiatives.
- On Tuesday 13 June 2023, Council considered the recommendations of the City Community Services and Culture Committee from 6 June 2023 and resolved to '*defer the matter to allow sufficient time for Council Members to review the changes*'.

Other items raised by Council including an audit of existing council facilities for suitability to support Code Blue and Code Red announcements and analysis of effectiveness of current programs will be provided as part of future discussions on policy development.

---

## RECOMMENDATION

The following recommendation will be presented to Council on 11 July 2023 for consideration

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

THAT COUNCIL

1. Approves the Discussion Paper contained in Attachment A to Item 4.1 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023, for the purpose of public consultation to inform a Policy on Homelessness.
2. Approves the Engagement Plan contained in Attachment B to Item 4.1 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023, for the purpose of public consultation to inform a Policy on Homelessness.
3. Authorises the Chief Executive Officer to make minor and technical amendments to the documents contained in Attachment A and Attachment B to Item 4.1 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023.

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	<p><b>Strategic Alignment – Thriving Communities</b></p> <p>Council will create a city that is welcoming, inclusive and accessible to all. Continue support for the Adelaide Zero Project and other initiatives to achieve functional zero homelessness. Support health and housing for vulnerable people and young people.</p>
Policy	Public consultation will be undertaken in accordance with <a href="#">Council's Community Consultation Policy</a> adopted 16 July 2019.
Consultation	The discussion paper will inform targeted engagement with key stakeholders, including the State Government, homelessness service providers and peak bodies. The Engagement Plan is provided at <b>Attachment B</b> .
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	Council is reviewing its role in homelessness. Public consultation is an opportunity to leverage existing networks and services to further support vulnerable people.
23/24 Budget Allocation	<p>The 2023/24 Annual Business Plan and Budget includes:</p> <ul style="list-style-type: none"> <li>- Operating budget for the Homelessness and Vulnerable People Project of \$157,000 as per Council decision on <u>9 August 2022</u>.</li> <li>- A strategic project budget of \$44,250 for Community Impact Grants.</li> <li>- A strategic project budget of \$200,000 is proposed in the draft budget for 2023/24 titled Social Planning Homelessness and Adelaide Zero Project Resourcing.</li> </ul>
Proposed 24/25 Budget Allocation	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
23/24 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (e.g. maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

## DISCUSSION

1. The purpose of this report is to present an updated draft discussion paper (in track changes) to inform development of a homelessness policy for the purposes of stakeholder engagement, including a homelessness round table (**Attachment A**).
2. Changes to the discussion paper (**Attachment A**) from the version tabled at the City Community Services and Culture Committee on 6 June 2023 include:
  - 2.1. Renaming the discussion paper to 'Developing a sustainable model to support people experiencing homelessness in the City of Adelaide'
  - 2.2. Inclusion of Census data as it relates to homelessness
  - 2.3. Information about the Vanguard State Memorandum of Understanding
  - 2.4. Feedback from the SA Housing Authority relating to resourcing, program terms, and Federal-State agreements
  - 2.5. Information on the newly released Homelessness Winter Strategy 2023 by SA Housing Authority
  - 2.6. Information about the City of Adelaide's funding model which include previous Community Impact Grants and Community Impact Strategic Partnerships
  - 2.7. City of Melbourne's Make a Room adaptive reuse/housing support project
  - 2.8. Additional question for discussion, "Are there existing sustainable models for supporting people experiencing homelessness that would work well in the City of Adelaide?"
3. The discussion paper provides information including definitions and data about the current situation for homeless people and rough sleepers, international, national, state and local context and approaches, proposed engagement approach including a homelessness round table and commentary on the funding model.
4. Minor changes have been made to the High Level Engagement Plan (**Attachment B**) to amend consultation dates.
5. This report contains the information requested by Council decision on 9 May 2023 where Council sought:
  1. *A report from Administration on the current situation for homeless people and rough sleepers including the model for funding and support arrangements for homeless people and rough sleepers that currently apply in the City of Adelaide.*
  2. *A homelessness round table be developed to consult with key stakeholders about the role of Council in achieving zero functional homelessness and to be chaired by the Lord Mayor.*
  3. *Administration provide proposals for funding support services and include these for consideration in 2023/24 budget, including as part of the grants program and the quarterly financial reporting process.*

### **Model for Funding and Support Arrangements**

6. The Commonwealth and State Governments have primary responsibility for housing and homelessness funding as reflected in the [National Housing and Homelessness Agreement](#).
7. This funding supports a range of services for rough sleepers in the City of Adelaide including:
  - 7.1. Homelessness and Vulnerable People project
  - 7.2. Partnership Agreement with the Adelaide Zero Project working Towards Functional Zero Methodology
  - 7.3. Social Impact Bonds for centres such as Hutt Street Centre
  - 7.4. Low cost to no cost (peppercorn) leases for non-for-profit service providers
  - 7.5. Affordable housing agreements
  - 7.6. Toward Home Alliance
  - 7.7. Street Connect Service
  - 7.8. Safety and Wellbeing Taskforce
  - 7.9. SAPOL public safety and crime prevention
  - 7.10. Drug and Alcohol Services

- 7.11. Sobering up unit
- 7.12. Health services at major hospitals
- 8. Addressing homelessness requires an inter-governmental and non-government sector response.
- 9. Local government such as the City of Adelaide delivers or brokers initiatives for vulnerable people, including people experiencing homeless in the city, using a range of programs and strategies.
- 10. Council's current funding commitment is guided by its [Homelessness, Social Housing and Housing Affordability Policy](#) which outlines the City of Adelaide's role in homelessness as a facilitator and advocate.
- 11. Council's current funding commitment for homelessness includes:
  - 11.1. Council's Annual Business Plan and Budget 2022/23 committed \$300,000 to 'Work with Government, homelessness, health and housing organisations to achieve Functional Zero Rough Sleeping in the City'. This funding is primarily associated with delivery of the Adelaide Zero Project.
  - 11.2. At its meeting on [9 August 2022](#), Council resolved to extend the current partnership with the Australian Alliance to End Homelessness until June 2024 to the value of \$335,301 for the backbone coordination of the Adelaide Zero Project (AZP) (subject to further commitment from the State Government to the South Australian Alliance to End Homelessness).
  - 11.3. The State Government receives funding through the National Housing and Homeless Agreement to the SA Housing Authority.
  - 11.4. In recognition of the unique role capital cities play in responding to homelessness and people sleeping rough, City of Adelaide receives annual funding from the SA Housing Authority for the Homeless and Vulnerable People Project. This funds Council's 0.4 FTE (\$47,300 for 2023/24) which Council contributes funding of 0.2 FTE for a total employee resource of 0.6 FTE.
  - 11.5. City of Adelaide's employees including Social Planners, Community Safety Officers, Cleansing, Customer Service, Community Centre, Place Coordinators, and Library Officers also support vulnerable people who may experience homelessness in the City of Adelaide.
  - 11.6. City of Adelaide works with key city stakeholders to facilitate connection to service providers. People are linked in through [Street Connect](#) which links to Toward Home, the Alliance of Specialist Homeless Services funded by the State Government.
  - 11.7. A range of Council employees advocate for city stakeholders in a variety of networks with key government and non-government agencies. This includes working to support early intervention programs, assisting police and advocacy for cultural responses for people who are visiting from remote communities.
  - 11.8. Council offers Community Impact Strategic Partnership for up to 3 years and this is a competitive process open to all community organisations. In 2021/2022, Catherine House received a Community Impact Strategic Partnership for 3 years until 30/06/2025. Annually they receive \$44,250 to deliver a targeted community development program called 'Build Your Tribe' which:
    - 11.8.1. Supports vulnerable and marginalised women and women experiencing homelessness to build, maintain, and strengthen a safe community network (their 'tribe') to reduce social isolation and loneliness and thrive instead of just surviving.
    - 11.8.2. Provides training for Council Customer Service employees to assist them to develop skills in recognising women who present to Council services who may be socially isolated, at risk of, or experiencing homelessness.
  - 11.9. The City of Adelaide's 2023/24 Business Plan and Budget includes:
    - 11.9.1 Commitment to the Adelaide Zero Project
    - 11.9.2 Support through rate rebates for specialist homelessness services providing up to 100% rate rebates
    - 11.9.3 Support through Community Impact Grants to facilitate capacity building, promote social inclusion and increase independence
    - 11.9.4 Support for a new permanent Social Planner position to focus on access to housing and homelessness support. This will be partially resourced by the State Government through the Homelessness and Vulnerable People Project (0.4 FTE).

12. Capital Cities typically experience homelessness at higher rates than metropolitan areas. As per the National Housing and Homelessness Agreement, most Capital Cities in Australia support housing policy and services that influence housing affordability. Across Australia there are varied approaches employed by local government which is outlined in **Attachment A**. Common approaches by Capital Cities include:
  - 12.1. Support for a housing first approach.
  - 12.2. Work in coordination with direct service providers, police and health services to provide support to people rough sleeping.
  - 12.3. Community development support services to reduce the drivers of homelessness.
  - 12.4. Work towards specific targets of reducing homelessness and rough sleeping.

#### **Policy Development to address Homelessness**

13. The purpose of the discussion paper contained in **Attachment A** is to inform stakeholder engagement, including a round table to address Homelessness.
14. The proposed approach to stakeholder engagement is provided in **Attachment B**.
15. A homelessness round table, chaired by the Lord Mayor, will be held to consult with key stakeholders about the role of Council in achieving zero functional homelessness.
16. The Federal Government will be undertaking public engagement on its policy to address homelessness, and there will need to be clear messaging around the two processes.

#### **Next Steps**

17. General consultation in line with the Engagement Plan.
18. A homelessness round table is being prepared for Homelessness Week, 7-13 August 2023.
19. The draft Homelessness Policy will be developed post consultation between August to September 2023.
20. Policy finalised through Committee to Council by December 2023.

---

## DATA AND SUPPORTING INFORMATION

**Link 1** – National Housing and Homelessness Agreement

**Link 2** – Homeless, Social Housing and Housing Affordability Policy

**Link 3** – Council Meeting 9 August 2022

**Link 4** - Street Connect

---

## ATTACHMENTS

**Attachment A** – Discussion Paper on Homelessness Policy for Public Consultation

**Attachment B** – Engagement Plan Homelessness Policy

---

- END OF REPORT -



## **Discussion Paper**

# **Developing a sustainable model to support people experiencing homelessness in the City of Adelaide**

July 2023



## ACKNOWLEDGEMENT OF COUNTRY

The City of Adelaide acknowledges that we are located on the traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past, present and emerging.

We recognise and respect their cultural heritage, beliefs and relationship with the land. We also extend that respect to visitors of other Aboriginal Language Groups and other First Nations.

## Document Properties

### Contact for enquiries and proposed changes

If you have any questions regarding this document or if you have a suggestion for improvements, please contact:

**Contact Officer:** Colleen McDonnell  
**Title:** Manager, City Planning and Development  
**Program:** City Planning and Development  
**Phone:** (08) 8203 7203  
**Email:** C.McDonnell@cityofadelaide.com.au

### Record Details

**HPRM Reference:** TBC  
**HPRM Container:** TBC

### Version History

Version	Revision Date	Revised By	Revision Description
1	May 2023	Colleen McDonnell	Revised for Committee
2	June 2023	Colleen McDonnell	Revised for Council

## 1. INTRODUCTION

The purpose of this discussion paper is to help inform the City of Adelaide's (CoA) response to homelessness. This paper discusses some of the key challenges in responding to homelessness, outlines approaches to homelessness by national, state and local governments, including the CoA and makes recommendations for the development of a CoA Homelessness Policy.

This Homelessness Discussion Paper is to promote discussion and seek views from stakeholders, including those who have experienced homelessness, to inform the development of a new Homelessness Policy. Following the development of a draft Homelessness Policy, further public consultation will occur.

This discussion paper covers the following key areas:

- The current and historical approach to the City of Adelaide's response to homelessness through policies and actions.
- The current strategic framework and approaches in the international, national, state and local levels.
- The key issues for consideration include:
  - Systemic issues relating to homelessness.
  - Local government's role in homelessness and the capital city's role in people experiencing homelessness.
- Approach to consultation.

## 2. DEFINITIONS, DATA AND PROTOCOLS

### 2.1. Defining and Measuring Homelessness

There are numerous definitions for homelessness used in Australia and in South Australia and there is not one agreed definition. See Table 1 for several common definitions used in Australia. The CoA defines homelessness as:

*People who are rough sleeping<sup>1</sup> or living in crisis accommodation, supported accommodation, boarding house accommodation, severely crowded accommodation, caravans or couch surfing.*

---

<sup>1</sup> Rough sleeping refers to someone who is experiencing homelessness and is sleeping in parks, streets, or squatting.

Table 1: Definitions of homelessness used in Australia

<i>Source</i>	<i>Definition</i>
CoA 2022 <sup>2</sup>	People who are rough sleeping <sup>3</sup> or living in crisis accommodation, supported accommodation, boarding house accommodation, severely crowded accommodation, caravans or couch surfing.
ABS 2021 <sup>4</sup>	When a person does not have suitable accommodation alternatives, they are considered as experiencing homelessness if their current living arrangement: <ul style="list-style-type: none"> <li>• is in a dwelling that is inadequate</li> <li>• has no tenure, or if their initial tenure is short and not extendable, or</li> <li>• does not allow them to have control of, and access to space for social relations.</li> </ul>
AIHW 2021 <sup>5</sup>	Living in non-conventional accommodation (such as living on the street), or short-term or emergency accommodation (such as living temporarily with friends and relatives).
Flavel et. Al. 2009 <sup>6</sup>	Inadequate access to safe and secure housing.
Chamberlain and MacKanzie <sup>7</sup>	'The minimum accommodation that people have the right to expect in order to live according to the conventions of contemporary life.' This minimum Australian standard is considered to be a small, rented flat with a minimum level of amenities (e.g. bedroom, bathroom, kitchen, living room). With homelessness then divided into three categories. Primary (rough sleeping), secondary (couch surfing) and tertiary (transitional or boarding housing).

The lack of an agreed definition of homelessness creates challenges for measuring levels of homelessness, as multiple definitions has contributed to multiple methods and data sets being used to understand levels of homelessness in Australia.

The current CoA definition for homelessness is broad enough to capture the ways in which homelessness is likely to be experienced in the CoA and is compatible with the ABS definition which is one of the key data sources measuring levels of homelessness used at a national and state level.

Research conducted for Greater Adelaide, illustrates the primary ways in which different demographics experience homelessness: <sup>8</sup>

- Rough sleeping is more often experienced by men;
- Women are more likely to access homelessness services; and
- Young people are more likely to couch surf or be in temporary accommodation rather than sleeping rough.

<sup>2</sup> Homelessness, Social Housing and Housing Affordability Policy

<sup>3</sup> Rough sleeping refers to someone who is experiencing homelessness and is sleeping in parks, streets, or vacant buildings.

<sup>4</sup> [Estimating Homelessness: Census methodology, 2021 | Australian Bureau of Statistics \(abs.gov.au\)](https://www.abs.gov.au/Estimating-Homelessness-Census-methodology-2021)

<sup>5</sup> Australian Institute of Health and Welfare 2021, homelessness and homelessness services, AIHW, <<https://www.aihw.gov.au/reports/australias-welfare/homelessness-and-homelessness-services>>.

<sup>6</sup> Flatau, P., Eardley, T., Spooner, C. & Forbes, C.S. (2009) Intergenerational homelessness and the intergenerational use of homelessness services. AHURI Positioning Paper No. 119. Melbourne: Australian Housing and Urban Research Institute.

<sup>7</sup> [Definition of homelessness changes but problems remain \(theconversation.com\)](https://theconversation.com/definition-of-homelessness-changes-but-problems-remain)

<sup>8</sup> [Counting homelessness: Working creatively to generate complex descriptive profiles of the health and demographics of people experiencing homelessness in Adelaide - Flavel - Australian Journal of Social Issues - Wiley Online Library](https://www.wiley.com/doi/10.1111/as.12111)

There are numerous ways to measure homelessness, with no data set being complete due to the often hidden nature of some forms of homelessness. Key data sets include:

- Census data – relies on ABS staff to survey people experiencing homelessness.
- South Australian Housing Authority and Australian Institute of Health and Welfare (AIHW) – rely on collecting data on people accessing their homeless support services.
- Adelaide Zero Project – uses a by name list to understand who is experiencing homelessness in the CoA.

While the ABS census provides a national data set, it is point in time, collected only every five years and resource intensive to collect more regularly. Other data sets such as those collected by the South Australian Housing Authority and AIHW, rely on reporting those accessing services.<sup>9</sup>

The Adelaide Zero Project provides a comprehensive data dashboard providing month to month information on the numbers of people experiencing homelessness in the CoA (see [Our Progress – South Australian Alliance to End homelessness](#)). The Adelaide Zero Project uses a 'By Name' list to understand levels of homelessness and uses three categories to understand people experiencing homelessness. These categories are:

- inactive – not currently engaged with services
- not homeless – known to be housed
- actively homeless – currently known to services to be homeless

## 2.2. Rates of Homelessness – National and State Context

Census data reports increased numbers of people experiencing homelessness across Australia, from 116,427 in 2016, to 122,494 in 2021. Representing an increase of 5.2% over the five year period.<sup>10</sup> Similarly, South Australia has experienced increasing levels of homelessness, from 936 in 2016 to 1,391 in 2021.<sup>11</sup> This is a trend consistent with most other states (see Figure 1).

---

<sup>9</sup> [Counting homelessness: Working creatively to generate complex descriptive profiles of the health and demographics of people experiencing homelessness in Adelaide \(wiley.com\)](#)

<sup>10</sup> [Estimating Homelessness: Census, 2021 | Australian Bureau of Statistics \(abs.gov.au\)](#)

<sup>11</sup> [Estimating Homelessness: Census, 2021 | Australian Bureau of Statistics \(abs.gov.au\)](#)

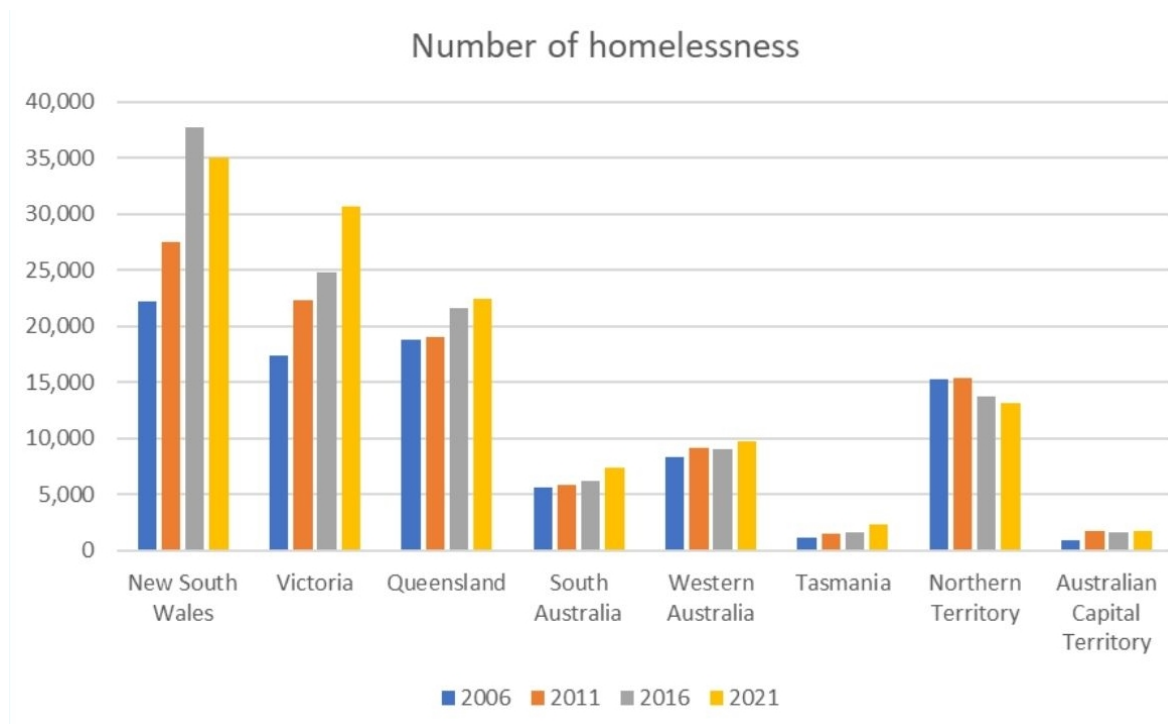


Figure 1: Number of people experiencing homelessness in Australia produced by Shelter SA, using ABS data.

The 2021 South Australian Census data highlights several population groups whose representation among those people experiencing homelessness has increased since the last Census in 2016, this includes: children, youth, females, and Aboriginal people.<sup>12</sup> With Aboriginal people consistently over-represented among people experiencing homelessness.

In 2021, the highest concentrations of people experiencing homelessness were in the Adelaide Plains, Playford, Murray Bridge, Port Adelaide Enfield and Salisbury<sup>13</sup>.

### 2.3. Rates of Homelessness – City of Adelaide

The City of Adelaide’s population as a capital city continues to grow. It is important that the homeless population does not grow proportionately. As a capital city, the CoA has higher rates of homelessness, including temporary homelessness, partly due to the centralisation of services, and transitory marginalised communities who visit CoA for appointments, cultural events or to visit family and friends. These population groups require a nuanced approach to support their temporary housing needs.

ABS data for the CoA reports 398 people experiencing homelessness on the Census night in 2021.<sup>14</sup> As discussed above however, census data is a point in time taken every five years and may not be reflective of levels of homelessness between Census counts.

<sup>12</sup> [Estimating Homelessness: Census, 2021 | Australian Bureau of Statistics \(abs.gov.au\)](https://www.abs.gov.au/Estimating-Homelessness-Census-2021)

<sup>13</sup> [Atlas-Census-2021-Australia-by-LGA-Areas-V1.0.pdf \(csi.edu.au\)](https://www.csi.edu.au/Atlas-Census-2021-Australia-by-LGA-Areas-V1.0.pdf)

<sup>14</sup> [Estimating Homelessness: Census, 2021 | Australian Bureau of Statistics \(abs.gov.au\)](https://www.abs.gov.au/Estimating-Homelessness-Census-2021)

In March 2023, Adelaide Zero Project reported 235 ‘actively homeless’ people, which was an increase from 204 in February 2023.<sup>15</sup> There was however, a reduction in newly identified people sleeping rough for the first time.<sup>16</sup> Figure 2 identifies the inflow and outflow from April 2022 to April 2023 and fluctuation over the months in CoA.

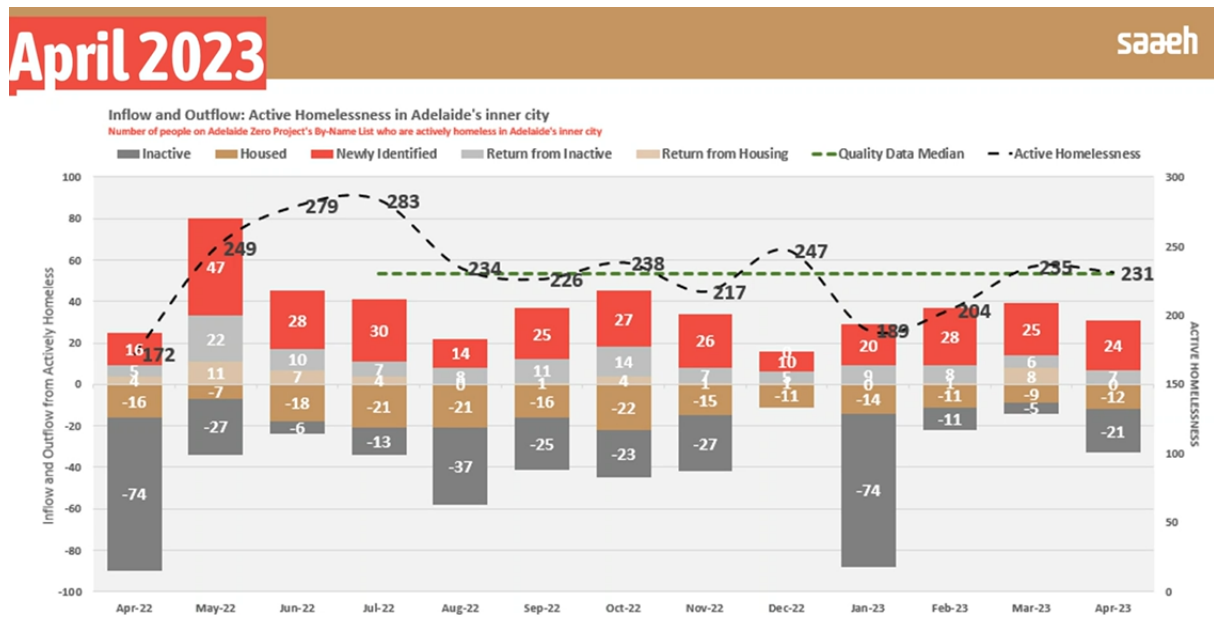


Figure 2: Example of the Adelaide Zero Project Dashboard Data April 2022 to April 2023

## 2.4. City of Adelaide Context and Approach

In November 2017, the City of Adelaide signed a Memorandum of Understanding with the Institute of Global Homelessness (IGH) to become a Vanguard City<sup>17</sup>. As one of 13 Vanguard Cities, the Premier of South Australia, Minister for Human Services, and The Lord Mayor of the City of Adelaide, the Australian Alliance to End Homelessness (AAEH) will work in partnership with the Institute for Global Homelessness and willing partners to build sector capacity, collaboration and exchange of ideas to achieve rare, brief and non-recurring homelessness state-wide by 2025.<sup>18</sup>

The *City of Adelaide Strategic Plan 2020-2024* outlines a vision for the CoA to become the most liveable city in the world. To support the Federal and State Government roles in responding to homelessness, the Strategic Plan, also outlines the following overarching strategic directions and actions which have guided the existing Homelessness, Social Housing and Affordability Policy:

- Outcome: Well planned and inclusive residential population growth
- Outcome: Functional Zero homelessness<sup>19</sup>

<sup>15</sup> [Our Progress – South Australian Alliance to End Homelessness \(saaeh.org.au\)](https://www.saaeh.org.au/our-progress)

<sup>16</sup> [Our Progress – South Australian Alliance to End Homelessness \(saaeh.org.au\)](https://www.saaeh.org.au/our-progress)

<sup>17</sup> [A Vanguard State – South Australian Alliance to End Homelessness \(saaeh.org.au\)](https://www.saaeh.org.au/a-vanguard-state)

<sup>18</sup> [A Vanguard State – South Australian Alliance to End Homelessness \(saaeh.org.au\)](https://www.saaeh.org.au/a-vanguard-state)

<sup>19</sup> Functional zero homelessness is defined when the number of people who are experiencing homelessness on any given night is no greater than the housing available. This critically means the housing availability is important to the reduce the number of rough sleepers.

- *Action 1.3: Continue support for the Adelaide Zero Project and other initiatives to achieve functional zero homelessness*
- *Action 1.5: Support health and housing for vulnerable people and young people*

CoA's 2022 Homelessness, Social Housing and Housing Affordability Policy supports a Housing First Approach which is based on the following principles:

- People have a right to a home
- Housing and support services are separated i.e. people can have housing solutions regardless of their service need.
- Flexible support
- Choice and self determination
- Active engagement without coercion
- Recovery orientated practice to stabilise housing situation with people with mental health issues
- Social and community inclusion
- Harm reduction approach.

Key components of the existing CoA Homelessness, Social Housing and Housing Affordability Policy include:

- Leveraging planning policy
- Governance and collective impact
- Community capacity building
- Support service delivery providers
- Public realm and Park Lands management
- Continuous improvement through research and development
- Advocacy to state and commonwealth government
- Culturally led and self-determination solutions
- Address the social determinants of health and risks to homelessness.

### **Adelaide Zero Project - Strategic Partnership**

City of Adelaide has been a major partner of the Adelaide Zero Project since 2018. This originated through the City of Adelaide's former partnership with the Don Dunstan Foundation. The South Australian Alliance to End Homelessness is the backbone team for the Adelaide Zero Partnership.

Council has approved a partnership agreement with the Australia Alliance to End Homelessness until June 2024 to the value of \$335,301, to enable the CoA to provide a primary coordination role for Adelaide Zero Project. Through this partnership the State Government has matched CoA funding since 2018. In addition, the State Government supports a 0.4 FTE as the data lead and aims to contribute 20 properties per month through the Integrated Homelessness Program (funded under the National Housing and Homelessness Agreement). One of the challenges is the access to 20 properties per month which impacts the ability to house people who are experiencing homelessness.

The Adelaide Zero Partnership supports the Toward Zero Methodology to reach Functional Zero. *'A community reaches Functional Zero when the average capacity of its housing system is greater than the existing need'*.<sup>20</sup> Adelaide Zero Project implements the Toward Zero Methodology through:

---

<sup>20</sup> [Background | Don Dunstan Foundation](#)

- Tracking levels of homelessness through regular updates on key metrics, operational data, outcomes, challenges and opportunities of the project.
- Identifying existing, future and potential partners in the Adelaide Zero Project, including the role and reporting requirements required by the South Australian Housing Authority.
- Using the data generated by the Adelaide Zero Project from the 'By Name' list to understand the drivers of movement of people experiencing homelessness from the regions into the city.
- Advocacy for prevention of homelessness broadly and to the Toward Home Alliance and the State Government and Federal Government to inform system advocacy to bring in the partners to stem the inflow into homelessness.

### Support for Homelessness in the City of Adelaide

City of Adelaide supports homeless and vulnerable people through the activities of multiple teams and programs. These include:

- A 0.6 FTE Social Planner, Homelessness position partially funded through the State Government's Homeless and Vulnerable People Project (0.4 FTE). This has been provided yearly since 2019. The Social Planner, Homelessness role within the City of Adelaide provides referrals and linkages of people sleeping rough in the city and Park Lands, and works to build relationships between stakeholders including residents, businesses and service providers with the aim to achieve a more cohesive community response to homelessness.
- *Team of Community Safety Officers* ensure the use of public space including the Park Lands are safe and that public facilities are accessible for the whole community. This sometimes involves education and enforcement of by-laws, which may at times require officers to issue cease-camping notices in the Park Lands and connect people to Street Connect.<sup>21</sup> The Regulatory, Cleansing and Community Connections Teams within CoA also provide support to Community Safety Officers when required.
- *Place Coordinators* provide a conduit to businesses and community members. Through the Social Planner, Homelessness, they also provide education on how they can support homeless and vulnerable people through connecting people to existing out reach services, Department for Human Services, and SA Police (for anti-social behaviour).
- *Advocacy and broader stakeholder engagement* is conducted by the CoA across key government and non-government agencies to homeless clients, specific areas of concern in the community and supports the development of innovative responses to homelessness.
- *Community Centres and Libraries* provide safe spaces where all are welcome. These facilities provide public computers, Wi-Fi, borrowing services, a place to rest/chat and information about emergency assistance and accommodation. Over the course of the year a range of programs are provided to support community connections and mental health. These facilities are also incredibly important providing people respite from inclement weather.
- *Code red and blue support* – Code Red and Blue is the term used by the State Government to enact heightened service responses in extreme weather events to support and care for those experiencing homelessness. When the State Government

---

<sup>21</sup> [Street Connect](#)



declares a Code Red or Blue, Council administration communicates this to external networks. The City of Adelaide is exploring the current codes to ensure that they can capture the changes in extreme weather resulting from Climate Change.

While the CoA doesn't provide direct specialist support to people experiencing homelessness (see **Appendix 1** for government and non-government service providers operating within the CoA), it does have three financial levers it uses to support those responding to homelessness:

- *Rate rebates* – ratepayers can apply for a reduced rate if they directly support homelessness.
- *Community Impact Grants* are provided to a range of community partners including those who support prevention of homelessness and those supporting homeless and vulnerable people  
*Community Impact Strategic Partnership for up to 3 years* Council offers this through a competitive process open to all community organisations

### 3. BENCHMARKING AND BEST PRACTICE

This section outlines best practice internationally and nationally. These approaches are summarised in **Appendix 2**.

#### 3.1. International Approaches

##### United Kingdom (UK)

Under the *UK Homelessness Reduction Act 2017*<sup>22</sup>, UK councils have a duty outlined in legislation to prevent homelessness and relieve homelessness. More recently the UK Government Department for Levelling Up, Housing and Communities, published a strategy titled 'Ending Rough Sleeping For Good'<sup>23</sup> to strategically guide Councils approach to homelessness.

Council such as Manchester City Council have also produced their own [Manchester Homelessness Strategy 2018-2023](#) to effectively respond to homelessness, balancing its legislative requirement with leveraging its strong community connections through the Manchester Homelessness Partnership, founded in 2016.

##### Finland

In 2007, Finland adopted a 'housing first' approach to homelessness, the fundamental premise of which is that everyone is entitled to somewhere to live, even people with complex psychosocial, health and financial issues such as addiction or poor credit ratings. The theory is that it is more effective to tackle the multiple issues often faced by a person experiencing homelessness if that person has a stable home. This approach has seen homelessness decrease from approximately 3,500 to 1,000 between 2008 and 2020, which equates to an

---

<sup>22</sup> [Homelessness Reduction Act 2017 \(legislation.gov.uk\)](#)

<sup>23</sup> [Department for Levelling Up, Housing and Communities Ending Rough Sleeping For Good](#)

Developing a sustainable model to support people experiencing homelessness in the City of Adelaide

almost 30% reduction in people experiencing homelessness.<sup>24</sup> This is a figure significantly higher compared to other European countries.<sup>25</sup>

The City of Helsinki's approach to homelessness is outlined in Helsinki's Housing Policy<sup>26</sup>. This policy highlights how they were able to prevent homelessness through local outreach and the development of preventive services which were provided at a person's home, at the same time as reducing homelessness through a housing first approach. Helsinki's approach highlights prevention as the key component in the reduction of homelessness and the need for affordable and available housing using housing stock owned by the city.<sup>27</sup>

## Canada

Canada has adopted a human rights approach to homelessness as outlined in *A National Protocol for Homelessness Encampments in Canada*.<sup>28</sup> This document recognises that 'encampments are a reflection of Canadian governments' failure to successfully implement the right to adequate housing'<sup>29</sup>

The City of Vancouver's *Homeless and Supportive Housing Strategy 2012-2021* has two key goals, the first being to end street homelessness and the second to provide more affordable housing choices for all Vancouverites.<sup>30</sup> This strategy outlines how the City of Vancouver provides support through land use regulation to increase affordable housing supply, increase supportive housing units and grant programs. Vancouver has also undertaken work to understand its population to improve service provision.<sup>31</sup> The City of Vancouver's response to homelessness is also supported by *Addressing Homelessness in Metro Vancouver* a position paper to identify factors which have contributed to the homelessness crises in metropolitan Vancouver.<sup>32</sup>

## 3.2. Approach to Homelessness in Australia

### National Approach

In Australia absence of strong policy leadership at the national level has resulted in serious neglect of social and affordable housing and resulted in a housing crisis nationally. While some financial support services have been provided through programs such as Commonwealth Rental Assistance (CRA), Job Seeker, Medicare and the National Disability Insurance Scheme, these services do not directly contribute to increasing the supply of affordable housing or housing people experiencing homelessness. Financial support

---

<sup>24</sup> [Housing First: Combatting Long-Term Homelessness in Finland | Successful Public Policy in the Nordic Countries: Cases, Lessons, Challenges | Oxford Academic \(oup.com\)](#)

<sup>25</sup> [Housing First: Combatting Long-Term Homelessness in Finland | Successful Public Policy in the Nordic Countries: Cases, Lessons, Challenges | Oxford Academic \(oup.com\)](#)

<sup>26</sup> [Helsingin asuntopolitiikka - Historiallinen katsaus ja nykytilanne](#)

<sup>27</sup> [Helsingin asuntopolitiikka - Historiallinen katsaus ja nykytilanne](#)

<sup>28</sup> [Tent Encampment Protocol \(make-the-shift.org\)](#)

<sup>29</sup> [Tent Encampment Protocol \(make-the-shift.org\)](#) p. 2

<sup>30</sup> [Vancouver's Long-Term Housing and Homelessness Strategy: 2012 - 2021](#)

<sup>31</sup> [Microsoft PowerPoint - DOC 2020 232124 ACCS - HSG - Homeless and Supportive Housing Strategy - Presentation - RTS 14039 \[Read-Only\] \(vancouver.ca\)](#)

<sup>32</sup> [homelessnessstrategy2017.pdf \(wordpress.com\)](#)

Developing a sustainable model to support people experiencing homelessness in the City of Adelaide

provided by CRA and Job Seeker fall short of the support required to assist people in stable and secure housing.<sup>33 34</sup>

Since 2018 the National Housing and Homelessness Agreement (NHHA) has provided \$1.6 billion in funding annually to state and territory governments. It also sets out the roles and responsibilities of Commonwealth, State and Local Governments (see **Appendix 3**). In 2020-21 NHHA included \$129 million set aside for homelessness services, which state and territories matched. The NHHA has been extended until June 2024.

In 2022, the Productivity Commission published a report reviewing NHHA. This report identified two key drivers of homelessness:

- insufficient funds and resources to meet demand; and
- a shortage of long term affordable and secure housing.<sup>35</sup>

The report found that someone experiencing homelessness has higher associated costs in justice and health care sectors. Research, however, shows that these costs are reduced once people who have been experiencing homelessness are in stable housing<sup>36</sup>. Prevention and housing first are critical to reducing the costs of homelessness for government and the community.

The Commonwealth Government has committed to Closing the Gap by supporting Aboriginal and Torres Strait Islander people to secure appropriate and affordable housing aligned with their priorities and needs. The Government has committed to establishing a Housing Policy Partnership, which will work to reduce the higher rates of homelessness in Aboriginal communities.<sup>37</sup>

Guided by the National Housing Supply and Affordability Council, the Commonwealth Government is developing a ten-year National Housing and Homelessness Plan. Stakeholder engagement is expected to commence in the second quarter of 2023.<sup>38</sup> This plan will be supported by the supply of social and affordable housing through the Housing Australia Future Fund.<sup>39</sup>

## Victoria

Victoria's homeless response is guided by the Homelessness and Rough Sleeping Action Plan (see Figure 3 for an overview).<sup>40</sup> This plan is actioned through a combination of Commonwealth and State government funding of approximately \$200 million annually and the services outlined in the plan are delivered by a network of 131 agencies, who collectively aid more than 100,000 people per year. The services are responsible for a range of early

---

<sup>33</sup> [Overview - In need of repair: The National Housing and Homelessness Agreement \(pc.gov.au\)](#)

<sup>34</sup> Job seeker ref

<sup>35</sup> [Housing and Homelessness Agreement Review - Commissioned study - Productivity Commission \(pc.gov.au\)](#)

<sup>36</sup> [Housing and Homelessness Agreement Review - Commissioned study - Productivity Commission \(pc.gov.au\)](#)

<sup>37</sup> [Housing Policy Partnership \(DSS\) | National Indigenous Australians Agency \(niaa.gov.au\)](#)

<sup>38</sup> [National Housing and Homelessness Plan | Department of Social Services, Australian Government \(dss.gov.au\)](#)

<sup>39</sup> [Housing Australia Future Fund Bill 2023 – Parliament of Australia \(aph.gov.au\)](#)

<sup>40</sup> [Victoria's Homelessness and Rough Sleeping Action Plan – Victoria Government \(dhhs.vic.gov.au\)](#)

Developing a sustainable model to support people experiencing homelessness in the City of Adelaide intervention, early housing of rough sleepers, post housing support and homeless service system.



Figure 3 Victoria’s Homelessness and Rough Sleeping Action Plan<sup>41</sup>

**Capital Cities – Australia**

Capital Cities across the world in and in Australia typically see a higher proportion of homelessness. As per the National Housing and Homelessness Agreement (**Appendix 3**) most Capital Cities in Australia support:

- (a) building approval processes;
- (b) local urban planning and development approval processes; and
- (c) rates and charges that influence housing affordability.

<sup>41</sup> [Victoria’s Homelessness and Rough Sleeping Action Plan – Victoria Government \(dhhs.vic.gov.au\)](https://www.dhhs.vic.gov.au/victoria-homelessness-and-rough-sleeping-action-plan).

In terms of Homelessness approaches, across Australia there are varied approaches employed by local government (**Appendix 4** provides a comparison table of approaches).

In summary, most Capital Cities:

- Support a housing first approach.
- Work in coordination with direct service providers, police and health services to provide rough sleeper support.
- Provide community development services to reduce the drivers of homelessness.

To provide more detail, the following provides commentary on the City of Melbourne and City of Sydney.

### City of Melbourne

City of Melbourne is working to address homelessness through, *Future Melbourne 2026*<sup>42</sup>, which highlights a commitment to a city that is accessible, affordable, inclusive, safe and engaging, that promotes health and well-being, participation and social justice.

City of Melbourne receives advice from a Homelessness Advisory Committee and operates under a Homelessness Operating Protocol<sup>43</sup>, which is a joint agreement between the City of Melbourne and Victoria Police. The protocol supports a 'safety first' approach. Key themes of the operating protocol include:

- Stronger connections and partnerships with service providers
- Earlier intervention by City of Melbourne with support from Victorian Police
- More assertive action by City of Melbourne and as required by Victorian Police
- Lower tolerance of street clutter and amenity impacts
- A high level of consistency in the application of the local law.

The City of Melbourne has projects such as the "Make Room" which involved converting a Council-owned building into up to 50 studio apartments, multi-use spaces and support services for people experiencing homelessness<sup>44</sup>. The funding has been from the Victorian Government, The Ian Potter Foundation, Gandel Foundation, Lord Mayor's Charitable Foundation and PwC Australia<sup>45</sup>.

Make Room is being delivered by Homes Melbourne, a special entity of the City of Melbourne, created in early 2022 to reduce homelessness and increase safe, secure and affordable housing.

### City of Sydney

City of Sydney is working towards "A City for All: homelessness action plan"<sup>46</sup> The plan details their role in responding to homelessness based on three strategic priorities:

1. Monitor trends in inner-city homelessness and increase access to safe and sustainable housing and support
2. Assist people sleeping rough and managing the public domain

---

<sup>42</sup> [Future Melbourne 2026](#)

<sup>43</sup> [Homelessness Operating Protocol / Policy Operating Statement \(melbourne.vic.gov.au\)](#)

<sup>44</sup> [Social enterprise, new donations, 10 rooms secured for Make Room - City of Melbourne](#)

<sup>45</sup> [Social enterprise, new donations, 10 rooms secured for Make Room - City of Melbourne](#)

<sup>46</sup> [A City for All: homelessness action plan](#) 2020 City of Sydney

### 3. Work smarter to have a greater impact

In 2019, the city signed the End Street Sleeping Collaboration Agreement with the NSW Government, the Institute of Global Homelessness and other NGO service providers to:

- reduce rough sleeping in the City of Sydney area by 25% by 2020 (achieved in 2020)
- reduce rough sleeping in the City of Sydney area and NSW by 50 per cent by 2025
- work towards zero rough sleeping in the City of Sydney area and NSW.

The City of Sydney has several groups to support collaboration, direct response and continuous improvement to achieve the targets.

City of Sydney supports a 'Dedicated Homeless Unit' that works towards 'Functional Zero' homelessness. This includes:

- coordinating the biannual street count, which tracks the number of rough sleepers in the city
- supporting the collection of qualitative data through coordinating the Connections Week in City of Sydney in 2019
- hosting quarterly homeless interagency meetings to build the capacity of the sector
- conducting research and advocacy to influence policy and government spending and engaging and coordinating services to harness the capacity of the sector and the community to share resources, skills and knowledge to address this complex social issue.

### 3.3. Approaches to Homelessness in South Australia

#### South Australian Government

The South Australian Government approach to homelessness and support for those experiencing a housing crisis, includes:

- *Our Housing Future Strategy 2020-2030*,<sup>47</sup> a 10-year plan for better housing outcomes across South Australia. The Strategy proposes reforming the housing and homelessness service sectors through the realisation of five key strategies:
  1. Create conditions for a well-functioning housing market that meets the housing needs of all South Australians
  2. Reduce housing stress through 20,000 affordable housing solutions
  3. Create housing pathways to enable people to access housing and services as their needs change
  4. Prevent and reduce homelessness through targeted and tailored responses
  5. Modernise the social housing system and reposition it for success.
- *Future Directions for Homelessness*, provides a framework on the future directions for homelessness.<sup>48</sup>
- *South Australian Aboriginal Housing Strategy 2021-2031* is a 10-year plan for housing outcomes specifically for Aboriginal and Torres Strait Islander peoples.<sup>49</sup>

---

<sup>47</sup> [Our Housing Future 2020-2030 | SA Housing Authority](#)

<sup>48</sup> [Future Directions for Homelessness \(housing.sa.gov.au\)](#)

<sup>49</sup> [South Australian Aboriginal Housing Strategy | SA Housing Authority](#)

- *State Public Health Plan* is important to supporting communities to reduce the drivers of homelessness through community wellbeing.<sup>50</sup>
- [Homelessness Winter Strategy 2023<sup>51</sup>](#) and a [Homelessness Winter Strategy Regional Toolkit 2023<sup>52</sup>](#) to support South Australians during the Winter season. The cold weather increases the risk to people who are homeless or at risk of being homeless.

The key priorities of the Strategy are to:

1. Increase the visibility of people who are sleeping rough over the winter
2. Provide respite from the cold
3. Maximise current social and physical infrastructure
4. Improve communication when extreme responses are required
5. Utilise local approaches where possible
6. Support the workforce to maintain and deliver services.

The Regional Toolkit provides information to connect people who are rough sleeping to appropriate support services during Winter. Central to the State Government's 2023 Homelessness Winter Strategy is the introduction of grants of up to \$10,000, to support local community groups to open daytime Warm Up sites, where people can get shelter from the cold, get a hot meal and drink and connect to other services.

The National Housing and Homelessness Agreement (NHHA) supports the State Governments' financing. The South Australian Government receives around \$10.3 million in funding to support its shared and sole responsibilities under the Agreement<sup>53</sup>. The National *Funding Homelessness* funding is linked to each state's share of total homelessness based on 2006 Australian Bureau of Statistics Census homelessness estimates. As mentioned in Section 2, ABS data is limited as it is only a point in time estimate, conducted every 5 years.

### **SA Homelessness Alliances**

In 2021, the South Australian Housing Authority established five alliances to service the complex and evolving needs of people experiencing or at risk of homelessness across South Australia. This includes four regional homelessness alliances, and one state-wide domestic and family violence alliance.

The alliance approach involves multiple non-government partners coming together to develop integrated service networks with supporting behaviours and practices. It saw the transformation of a fragmented system with many program-based contracts to alliance-based contracts comprised of providers working together in a formal and structured way, both at a system and geographical level. The CoA is part of the Adelaide South Alliance, with five organisations operating as part of this funded alliance. These organisations are Lutheran Care as the lead, Baptist Care SA, Mission Australia, The Salvation Army (SA) and Sonder

---

<sup>50</sup> [State Public Health Plan | SA Health](#)

<sup>51</sup> [Homelessness Winter Strategy 2023 \(housing.sa.gov.au\)](#)

<sup>52</sup> [Homelessness Winter Strategy Regional Toolkit Contacts \(housing.sa.gov.au\)](#)

<sup>53</sup> [National Housing and Homelessness Agreement \(federalfinancialrelations.gov.au\)](#)

Care.<sup>54</sup> This means there are providers in the CoA which are not funded through the SA Homelessness Alliance.

State Government, does however, provide direct and indirect support, outside of the SA Alliance, to those experiencing homelessness to the following organisations and services:

- Homeless Connect SA (a 24/7 phone based entry point to homelessness services across the State (operated by Uniting Communities and SYC. Ltd)
- A dedicated Domestic Family Violence Crisis Line provides an entry point for people experiencing homelessness as a result of Domestic Family Violence operated by Women's Safety Services, as part of the Domestic Family Violence Statewide Alliance
- Partnership Agreement with the Adelaide Zero Project to support the Zero Methodology
- Homelessness and Vulnerable People project
- Social Impact Bonds
- Affordable housing agreements
- Peppercorn leases for some non-for-profit service providers to provide crisis or transitional housing
- Street Connect Service
- Safety and Wellbeing Taskforce
- SAPOL public safety and crime prevention
- Drug and Alcohol Services
- Sobering up unit
- Health services at major hospitals
- Public and community housing

**The Department of Human Services supports a range of reconnect services such as community connections program, financial wellbeing programs, child and family supports and Aboriginal services** **Local Government Association of South Australia**

The Local Government Association facilitates the Local Government Homelessness Network. The network provides a forum for South Australian Councils to share information and knowledge and advocates for a best practice approach to homelessness across the sector.

The Local Government of South Australia's Research and Development Fund has recently funded the Centre for Social Impact and Flinders University to prepare a toolkit, 'Ending homelessness: A toolkit for Local Government'. This will be released at the end of 2023. The toolkit will be a practical kit to assist local government in South Australia. The toolkit is expected to include the following resources specifically targeted for local government:

- Resources including fact sheets to support Local Government in responding to and ending homelessness.
- Examples of Local Government as a partner in the journey through multi-agency efforts, Collective Impact.
- Place-based strategies – role of place and scale in efforts to end homelessness (metropolitan, regional, multi-council efforts).
- Case studies of success and innovative practice in ending homelessness.
- Culturally safe responses in ending homelessness.
- Advocacy tools.

---

<sup>54</sup> [SA Homelessness Alliances | SA Housing Authority](#)



Developing a sustainable model to support people experiencing homelessness in the City of Adelaide

- Homelessness and disaster/emergency management and resilience.
- Ending homelessness terminology and definitions.

### **City of Salisbury**

City of Salisbury has adopted the [Salisbury Homelessness Strategy](#). The Strategy is focused on the following strategic priorities:

1. Prevention and early intervention responses to reduce homelessness
2. Engagement and outreach to people experiencing homelessness
3. Provision of affordable and low-cost housing
4. Inclusive public realm
5. Regional collaboration and service integration
6. Evidence-based advocacy.

City of Salisbury has an 'Assistance with Care and Housing Project' which aims to support those who are homeless or at risk of homelessness to access appropriate and sustainable housing.

## **4. Focus for City of Adelaide's New Homelessness Policy**

### **4.1. Drivers of homelessness**

Homelessness is a systemic issue which requires a multidisciplinary public policy response. Homelessness cannot be solved without improvements to social services, primary and secondary health services and addressing Australia's housing crisis. Causes of homelessness vary greatly.

In Australia the top causes of homelessness can be poverty, unemployment, shortage of affordable housing, triggered by family breakdown, domestic violence, mental illness, sexual assault, addiction, financial difficulty, gambling and social isolation. Young people are more likely to become homeless because they often experience difficulties securing long-term accommodation and are particularly affected by poverty and the shortage of affordable housing in Australia. When faced with the need to leave their family home or foster home, young people often have little option but to end up on the streets.

Research also shows that homelessness is experienced differently by different demographics.

Nationally, the ongoing reduction of social housing and increasing housing unaffordability has contributed to increased housing stress making already vulnerable Australians more vulnerable to experiencing homelessness. Solutions to homelessness cannot be considered without increases in transitional housing, social housing and improvements in housing affordability. In addition, retaining people in housing also needs to be supported by wrap around services.

Within the CoA there are several crisis and transitional forms of accommodation which are either at capacity due to demand or due to lack of housing available to transition vulnerable people once they are ready for more permanent accommodation (e.g. Uno Apartments). This transitional accommodation must be established with appropriate wrap around services for their cohort. It is crucial that regardless of the population transitional or crises housing serves, that there is enough appropriate and affordable housing to transition into.

#### 4.2. What should the City of Adelaide as a Capital City focus on?

The National Housing and Homeless Agreement<sup>55</sup> (NHHA) is between the Commonwealth and State Governments. The NHHA<sup>56</sup> outlines local governments operate under State regulation and are not parties to the Agreement. Local governments, are responsible for:

- (a) building approval processes;
- (b) local urban planning and development approval processes; and
- (c) rates and charges that influence housing affordability.

City of Adelaide as a local government organisation, is the closest level of government to communities and has the potential to reduce some of the drivers of homelessness.

This Discussion Paper seeks to provide information to enable robust engagement to develop a new Homelessness Policy. This provides an opportunity to redefine the City of Adelaide's role in homelessness and support the changing and emerging needs and community aspirations.

### DISCUSSION POINTS

- Are there existing sustainable models for supporting people experiencing homelessness that would work well in the City of Adelaide?
- How can the City of Adelaide better support these communities who are at risk of homelessness?
  - Women and children affected by domestic and family violence
  - Children
  - Young people especially those exiting out of home care
  - First Nations people
  - People living with or at risk of mental health disorders
  - People experiencing repeat homelessness
  - People with a disability
  - Older people
  - Veterans
  - People currently exiting institutions (including exiting incarceration and care into homelessness).
- What are the missing components to support homeless people in the City of Adelaide?
- What does success look like in the City of Adelaide (*Short, Medium and Long Term*)?

## 6. DEVELOPMENT OF A POLICY

The purpose of this discussion paper is to support the development of a new policy or strategy. Homelessness is a complex issue that requires a systemic response across all tiers of government and non-government networks. The homelessness issue in the City of Adelaide requires a metropolitan region response.

---

<sup>55</sup> [National Housing and Homelessness Agreement.](#)

<sup>56</sup> [National Housing and Homelessness Agreement.](#)

## 6.2 Consultation and Engagement

Feedback from stakeholders will be sought to seek ideas and approaches for Council's new draft Homelessness Policy. A participatory process will be designed to help identify issues and views to ensure that concerns and aspirations are understood and considered prior to our decision-making.

### *Tactics and approach*

We will involve stakeholders in the process using a range of mediums to ensure ideas, concerns and aspirations are reflected in draft proposals.

The starting point of engagement is a Homeless Roundtable involving key stakeholders and people, including those with lived experience. The purpose of this is to support a facilitated discussion about current challenges and opportunities within the City of Adelaide.

Homelessness Week facilitated by Homelessness Australia is between 6 to 12 August 2023. This may present opportunities to listen and hear innovative and targeted ways to address homelessness in Adelaide.

### *Evaluation and drafting of policy*

Feedback received through the consultation process will be collated and reported to Council for review. Once this feedback has been considered it will be incorporated into policy for final review and decision.

The consultation will be evaluated with these performance indicators:

- Support of stakeholder and community members reached.
- Support of participants in the process to reconsider the policy.
- Number of quality responses received.
- Responses received by people with lived experience.
- Feedback about the process
- Timeframes and budget were delivered.

## Appendix 1

Government and non-government service providers supporting people experiencing homelessness in CoA:

- Aboriginal Sobriety Group
- The Big Issue
- Adelaide Day Centre
- Brian Burdekin Clinic
- Hutt Street Centre
- Multicultural Youth SA
- Nunkuwarrin Yunti
- Royal Adelaide Hospital
- Salvation Army Sobering Up Unit
- Salvation Army Community Support Service
- Food Hub (WestCare)
- Fred's Van
- Youth Gate Way (Trace a Place)
- Housing SA
- Street Home Hub
- Uniting Communities (Street Link Youth Service)
- St Vincent De Paul Homeless Mens Crisis Accommodation Service
- The Magdalene Centre
- Tenants Information and Advisory Service
- Westcare Centre
- Catherine House
- Crisis Care
- Aboriginal Connection program (DASSA)
- Lifeline
- Mental health emergency
- Mobile Assistance Patrol

## Appendix 2

Council and guiding document	Approach	Service System
Manchester City Council – Manchester Homelessness Strategy 2018-2023	Two-pronged approach; <ul style="list-style-type: none"> <li>• legislative requirement - Homelessness Reduction Act 2017</li> <li>• the Manchester Homeless Partnership</li> </ul>	<ol style="list-style-type: none"> <li>1. Manchester Homelessness Partnership</li> <li>2. Manchester's Homelessness Charter</li> <li>3. Multiple Action Groups</li> </ol>
Helsinki City Council – Helsinki housing policy 2022	Focusing on prevention through <ul style="list-style-type: none"> <li>• local outreach</li> <li>• the development of preventive services which were provided at a person's home.</li> </ul>	<ol style="list-style-type: none"> <li>1. Rental housing subsidy loan</li> <li>2. Wrap-around service support focusing on prevention</li> </ol>
City of Vancouver – Homeless and Supportive Housing Strategy	A whole of Council approach <ul style="list-style-type: none"> <li>• land use regulation and policy</li> <li>• providing land for social and supportive housing</li> <li>• granting programs</li> <li>• advocating for partnerships</li> <li>• providing outreach services,</li> <li>• managing houses.</li> </ul>	<ol style="list-style-type: none"> <li>1. Community Partners</li> <li>2. Councils Internal Stakeholders</li> <li>3. Government Partners</li> </ol>

### Appendix 3: Roles of Government as set out by the National Housing and Homelessness Agreement

<b>Commonwealth</b>	<b>Shared State and Local</b>	<b>State Government</b>	<b>Local Government (City of Adelaide)</b>
<p>Commonwealth agrees to be responsible for:</p> <p>(a) providing a financial contribution to the States in accordance with this Agreement;</p> <p>(b) monitoring and assessing performance under this Agreement to ensure that the outputs are delivered within agreed timeframes;</p> <p>(c) leading the development of data improvements and a nationally consistent data set, including as set out in Schedule C;</p> <p>(d) where relevant, in accordance with the Building and Construction Industry (Improving Productivity) Act 2016, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and</p> <p>(e) where relevant, ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding. 24. Additionally, the Commonwealth is responsible for:</p> <p>(a) income support and Commonwealth Rent Assistance;</p>	<p>The Commonwealth and the States agree to be jointly responsible for:</p> <p>(a) housing, homelessness and housing affordability policy, recognising that States will have responsibility for the content and implementation of their housing and homelessness strategies;</p> <p>(b) support for renters;</p> <p>(c) participating in consultations;</p> <p>(d) identifying and sharing best practices and policy for housing, homelessness and housing affordability;</p> <p>(e) participating in and contributing to the reviews of this Agreement conducted by the Productivity Commission in accordance with clauses 53 to 55;</p> <p>(f) collecting and sharing data, including a commitment to provide data for the development of a nationally consistent data set and a commitment to the continuous improvement of data as set out in Schedule C, and the data collections and compilations set out in Schedule D; and</p> <p>(g) setting joint priorities for evaluation and research. Collect and share data; provide reasonable access to research and administrative data sets; and, where practicable, allow Parties to share data for delivering improved outcomes under this Agreement. The Parties will meet the requirements of Schedule E, Clause 26</p>	<p>States agree to be responsible for: (a) developing bilateral schedules in consultation with the Commonwealth;</p> <p>(b) delivering on outputs as set out in clause 17;</p> <p>(c) providing evidence of the delivery of outputs as set out in Part 4 – Performance Monitoring and Reporting;</p> <p>(d) providing a matching contribution in respect of the Commonwealth’s homelessness (including homelessness SACS) funding as set out in Table 2 in Part 5 – Financial Arrangements; (e) social housing and homelessness services, administration and delivery to support local needs;</p> <p>(f) where relevant, ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and</p> <p>(g) where relevant, ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth. 26. Additionally the States are responsible for:</p>	<p>Local governments operate under State regulation and are not Parties to this Agreement. Local governments, and the Australian Capital Territory and the Northern Territory Governments, are responsible for:</p> <p>(a) building approval processes;</p> <p>(b) local urban planning and development approval processes; and</p> <p>(c) rates and charges that influence housing affordability.</p>

<p>(b) provision of Commonwealth own-purpose housing and homelessness related programs and services;</p> <p>(c) immigration and settlement policy and programs;</p> <p>(d) financial sector regulations and Commonwealth taxation settings that influence housing affordability;</p> <p>(e) competition policy;</p> <p>(f) the National Housing Finance and Investment Corporation to operate: an affordable housing bond aggregator to provide lower cost and longer tenor finance to community housing providers; and the National Housing Infrastructure Facility to provide grants, equity investments and concessional loans to build the critical infrastructure needed to bring forward the supply of housing;</p> <p>(g) the collection and publication of housing, homelessness and housing affordability related data, in conjunction with (but not limited to) the Australian Bureau of Statistics, the Australian Institute of Health and Welfare, the Productivity Commission and other Commonwealth and State bodies as necessary.</p>	<p>of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.</p>	<p>(a) the collection of data from housing providers and agencies that provide services to people who are homeless;</p> <p>(b) land use, supply and urban planning and development policy; (c) tenancy legislation and regulation;</p> <p>(d) legislation to support the operation of the national regulatory system for community housing;</p> <p>(e) housing-related State taxes and charges that influence housing affordability; and</p> <p>(f) State based infrastructure policy and services associated with residential development.</p>	
--	---	---	--

#### Appendix 4: Australian capital city approaches to homelessness

Council and guiding document	Approach	Service System
City of Sydney- A City for All homelessness action Plan	Council provides. <ul style="list-style-type: none"> <li>• Innovative housing solutions,</li> </ul>	<ol style="list-style-type: none"> <li>1. Volunteer program</li> <li>2. Street Counts</li> <li>3. Assertive Outreach</li> </ol>

Council and guiding document	Approach	Service System
<a href="https://www.nsw.gov.au">A City for All: homelessness action plan - City of Sydney (nsw.gov.au)</a>	<ul style="list-style-type: none"> <li>• Invest in services that reduce the risk of people becoming homeless</li> <li>• Works with partners to reduce the impacts of homelessness on amenity in the public domain</li> <li>• Increase community understanding of participation in and support for initiatives that respond to homelessness</li> </ul>	<ol style="list-style-type: none"> <li>4. Direct investment in Housing</li> <li>5. State-wide Extreme Weather Response</li> <li>6. Indicator Framework</li> </ol>
<p>City of Perth- All Paths Lead to a Home 2020-2030 and the City of Perth Homelessness Action Plan 2022-2024</p> <p><a href="http://www.wa.gov.au">All Paths Lead to a Home: Western Australia's 10-Year Strategy on Homelessness 2020–2030 (www.wa.gov.au)</a></p>	<p>Five priority areas</p> <ul style="list-style-type: none"> <li>• Housing First</li> <li>• No Wrong Door</li> <li>• Whole of Community Approach</li> <li>• Place based Response</li> <li>• Rough Sleeper support</li> </ul>	<ol style="list-style-type: none"> <li>1. Outcomes Measurement Framework</li> <li>2. The Western Australian Alliance to End Homelessness</li> <li>3. Aboriginal Empowerment Framework</li> <li>4. Application of Housing First</li> </ol>
<p>City of Melbourne – Operating Protocol</p> <p><a href="http://melbourne.vic.gov.au">Homelessness Operating Protocol / Policy Operating Statement (melbourne.vic.gov.au)</a></p>	<p>Council provides</p> <ul style="list-style-type: none"> <li>• A Daily Support Team delivered by Launch Housing</li> <li>• Partnership approach to community safety City of Melbourne Authorized Officers and Victorian Police working together</li> <li>• Weekly meetings with key stakeholders to balance a compliance and supportive approach</li> </ul>	<ol style="list-style-type: none"> <li>1. Daily Support Team by Launch Housing</li> <li>2. Coordinated service response</li> </ol>
<p>City of Hobart- Affordable Housing and Homelessness Commitment 2021-2023</p>	<p>Council provides</p> <ul style="list-style-type: none"> <li>• Community education and awareness</li> <li>• Targeted grant funding</li> </ul>	<ol style="list-style-type: none"> <li>1. Housing Dashboard</li> <li>2. Commonwealth Rent Assistance</li> <li>3. The Greater Hobart Homelessness Alliance</li> </ol>



Council and guiding document	Approach	Service System
<a href="#">affordable-housing-and-homelessness-commitment-2021-23.pdf</a> <a href="http://hobartcity.com.au">hobartcity.com.au</a>	<ul style="list-style-type: none"> <li>• Housing with dignity reference group</li> <li>• Provision of Orange sky laundry services on City of Hobart property</li> <li>• Mobile phone charging stations</li> <li>• Strong partnerships with services</li> </ul>	<ol style="list-style-type: none"> <li>4. Community Grants Program</li> <li>5. Planning Authority</li> <li>6. Housing with Dignity Reference Group</li> <li>7. Community Sector reference group.</li> </ol>
Brisbane City Council – Sustainable Growth Strategy <a href="#">Brisbane's Sustainable Growth Strategy</a>	Council provides <ul style="list-style-type: none"> <li>• Pathways out of homelessness grants program</li> <li>• Public Space Liaison Officers</li> <li>• Homeless connect program</li> <li>• Red Cross Night Café</li> <li>• Hoarding and squalor reduction initiatives</li> <li>• Universal housing incentive payment</li> </ul>	<ol style="list-style-type: none"> <li>1. Grants program</li> <li>2. Universal Housing Incentive Scheme</li> <li>3. Financial incentives for affordable housing</li> <li>4. Homeless Connect</li> <li>5. Community Housing Partnership Project</li> </ol>
Northern Territory- Pathways out of Homelessness 2018-2023 <a href="https://tfhc.nt.gov.au/_data/assets/pdf_file/0003/690474/ntg-homeless-strategy.pdf">https://tfhc.nt.gov.au/_data/assets/pdf_file/0003/690474/ntg-homeless-strategy.pdf</a>	Government provides: <ul style="list-style-type: none"> <li>• Post Release Transitional Accommodation Program- for people exiting the corrections system</li> <li>• Housing Response- for young people leaving out of home care</li> </ul>	<ol style="list-style-type: none"> <li>1. Specialist Homelessness Services (SHS)</li> <li>2. Patient Assistance Travel Scheme</li> <li>3. Integrated Housing and Support Model</li> <li>4. Outcomes Framework</li> </ol>



## High level - Engagement Plan

---

### PURPOSE OF ENGAGEMENT

Council has requested a review of Homelessness, Social Housing and Housing Affordability Policy and a homelessness round table to support the policy review.

It is noted, extensive feedback was provided by key stakeholders in 2022 when consultation was undertaken for the Homelessness, Social Housing and Housing Affordability Policy. However, the new approach requires further feedback to shape Council's involvement in homelessness responses.

Feedback from stakeholders will be sought to:

- Inform key stakeholders of Council's new draft Homelessness Policy
- Seek feedback on the proposed policy and background paper to ensure the information, data and actions are in line with the needs of the community
- Enable advocacy to the State and Federal Government.

### BACKGROUND INFORMATION

The Homelessness, Social Housing and Housing Affordability Policy was endorsed by Council on 10 May 2022. This followed engagement which took place between 24 January 2022 to 10 May 2022.

Supporting people in the city who are vulnerable, homeless or at risk of homelessness, has been a long-term priority area for the City of Adelaide.

### STRATEGIC LINK

City of Adelaide Strategic Plan 2020-2024 provides the following overarching strategic directions and actions to support this policy.

Adelaide: the most liveable city in the world

- Outcome: Well planned and inclusive residential population growth
- Outcome: Functional Zero homelessness
  - Action: Continue support for the Adelaide Zero Project and other initiatives to achieve functional zero homelessness (Action 1.3)
  - Action: Support health and housing for vulnerable people and young people (Action 1.5)

### LEGISLATIVE REQUIREMENTS

Council has no legislative requirement to engage on this policy. Council's Community Consultation Policy will be used to guide the process.

## TIMEFRAMES

These timeframes are indicative only.

Timeframes	Action	Comment
After Council on 11 July 2023	Engagement (4-8 weeks)	<p>A range of tools will be used to communicate and seek feedback these include:</p> <ul style="list-style-type: none"> <li>social and digital platforms</li> <li>Your Say Engagement Pack with Survey (hardcopy + online)</li> <li>Face to face meeting and group meeting</li> <li>Targeted stakeholders engagement including government agencies, city service providers, local government networks and with key resident and precinct groups.</li> <li>Emails and website</li> <li>Advertising in media</li> </ul>
After Council on 11 July 2023 (within 6-8 weeks of Council decision)	<p>Round Table with key stakeholders and people including those with lived experience.</p> <p>Chaired by the Lord Mayor.</p>	The purpose of this is to support a facilitated discussion about current challenges and opportunities in the City of Adelaide.
6 to 12 August 2023	Homelessness Week facilitated by Homelessness Australia	Opportunities to listen and hear innovative and targeted ways to address homelessness in the City of Adelaide.
October to December 2023	Report to Committee and Council on the draft policy.	Identify key opportunities for change to Council policy.

## LEVEL OF ENGAGEMENT

Level of Engagement	Inform	Consult	Involve	Collaborate	Empower
<b>Goal</b>	<b>One way communication</b> to provide balanced and objective information to assist understanding about something that is going to happen or has already happened.	Two way communications designed to obtain feedback on ideas, alternatives, and proposals to inform <b>our decision making</b> .	Participatory process designed to help identify issues and views to ensure that concerns and aspirations are understood and considered prior to <b>our decision making</b> .	Working together to develop an understanding of all issues and interests to work out alternatives and identify preferred solutions for <b>joint decision making</b> .	We may facilitate the process and/or upskill community. <b>Places final decision-making in the hands of the community.</b>
<b>Approach</b>	We will <b>share information</b> about a decision or direction.	We will <b>explore options</b> , gain feedback and an understanding of your concerns and preferences.	We will <b>involve you</b> in the process so your ideas, concerns and aspirations are reflected in the alternatives developed or the final decision.	We will <b>collaborate with you</b> so your advice, innovation and recommendations are included in the final decision that we make together.	We will implement, or support you to <b>implement what you decide</b> .
<b>Role of Stakeholder/Community</b>	<b>Listen</b>	<b>Contribute</b>	<b>Participate</b>	<b>Partner</b>	<b>Decide</b>

## EVALUATION PLAN

Feedback received through the consultation process will be collated and reported to Council for review. Once this feedback has been considered it will be incorporated into the policy for final review and decision.

The consultation will be evaluated with the following performance indicators:

- Support of stakeholder and community members reached.
- Support of participants in the process to reconsider the policy.
- Number of quality responses received.
- Responses received by people with lived experience.
- Feedback about the process.
- Timeframes and budget were delivered.

## South Australian Motor Sport Board World Solar Challenge 2023 Declarations Consultation

Strategic Alignment - Dynamic City Culture

Public

Tuesday, 4 July 2023

City Community Services and Culture Committee

**Program Contact:**

Jennifer Kalionis, Associate Director City Culture

**Approving Officer:**

Ilia Houridis, Director City Shaping

### EXECUTIVE SUMMARY

The World Solar Challenge (WSC) is an event that has been running in the City of Adelaide since it began in 1987. Held every two years, this race sees solar powered vehicles travel from Darwin to Adelaide, a route of 3,000 km, finishing in Victoria Square / Tarntanyangga.

The purpose of this report is to seek through the City Community Services and Culture Committee, Council's feedback on the proposed area for the WSC event and the proposed period of time that works for the event will cover.

Under the *South Australian Motor Sport Act, 1984*, Part 3, section 20 (4), the Premier of South Australia (Premier) must consult separately with the City of Adelaide and Kadaltilla / Adelaide Park Lands Authority, as individual entities. The consultation is being undertaken by the South Australian Motor Sport Board (SAMSB) on behalf of the Premier.

The consultation period concludes Friday 28 July 2023 and SAMSB consulted with Kadaltilla on 22 June 2023.

The Declared Area includes Victoria Square / Tarntanyangga, Edwards Park / Wirranendi (Park 23) and a public road, Reconciliation Plaza. The total number of road closure days for Reconciliation Plaza is eight (23 October 2023 until 30 October 2023).

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

### RECOMMENDATION

The following recommendation will be presented to Council on 11 July 2023 for consideration

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

That Council:

1. Notes the Declaration of the Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the World Solar Challenge 2023 event.
2. Authorises the Lord Mayor to write to the South Australian Motor Sport Board on behalf of Council with its feedback to the consultation, and to provide the following feedback and advice:
  - 2.1. That Council notes the Declaration of the Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the World Solar Challenge 2023 event.
  - 2.2. Asks the SAMSB to keep public footpaths and bike lanes as open and accessible as is practicable throughout the Prescribed Works Period and Declared Period.
3. Notes the consultation was considered by Kadaltilla at its meeting of 22 June 2023 and that Kadaltilla will be providing a submission to the consultation.

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	<b>Strategic Alignment – Dynamic City Culture</b> The City of Adelaide 2020-2024 Strategic Plan supports expanding Adelaide’s global reputation as a ‘magnet city’ through world class events, festivals and activation (Strategy 3.11).
Policy	The Community Land Management Plan (CLMP) for Victoria Square / Tarntanyangga recognises the use of the Square for events to attract visitation to the Square. The CLMP for Edwards Park / Wirranendi (Park 23) recognises the use of the bitumen area for alternative sport and event uses.
Consultation	There is a legislative obligation for the Premier to consult with Kadaltilla / Adelaide Park Lands Authority and Council regarding the Declared Area, Declared Period and Prescribed Works Period for the World Solar Challenge (WSC) 2023 event. The consultation is being undertaken by the South Australian Motor Sport Board (SAMSB) on behalf of the Premier. The SAMSB consultation period for WSC 2023 event concludes 28 July 2023.
Resource	This activity will be facilitated within existing resources.
Risk / Legal / Legislative	Pursuant to powers provided under the <i>South Australian Motor Sports Act, 1984</i> , Part 3, section 20 (1), the Premier may declare a Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the WSC 2023 event each year.
Opportunities	Not as a result of this report
23/24 Budget Allocation	Not as a result of this report
Proposed 24/25 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The Declarations referred to in this report are in reference to the WSC 2023 event only, with the end of the Prescribed Works Period proposed to be 1 November 2023.
23/24 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

# DISCUSSION

## Background

1. The World Solar Challenge (WSC) is a biennial event that has been held in the City of Adelaide since it began in 1987. Solar powered vehicles race from Darwin to Adelaide, a route of 3000km, finishing in Victoria Square / Tarntanyangga. The 2019 event saw 53 teams from 24 countries compete, with the 2021 event cancelled due to COVID-related travel restrictions for the Interstate and International teams.
2. Prior to 2023, this event has been run by the South Australian Tourism Commission (SATC) but from 2023 onwards this event will be owned and managed by the South Australian Motor Sport Board (SAMSAB).
3. The Declared Period covers the event days for the Official Finish Line portion of the event. The dates for the WSC 2023 event are 25-29 October 2023, therefore the proposed Declared Period is 25-29 October 2023.
4. The 2023 event will be the first to be staged by the SAMSAB under the *South Australian Motor Sport Act, 1984* (the Act). Detailed in Part 3, section 20 (1) of the Act, the Premier of South Australia (Premier) may declare:
  - 4.1. A specified area (consisting of public road or Park Land or both) in Adelaide, to be a Declared Area under the Act for the purposes of the event; and
  - 4.2. A specified period (not exceeding five days) to be a Declared Period under this Act for the purposes of the event; and
  - 4.3. A specified period or periods (Prescribed Works Period) under the Act during which the SAMSAB may have access to land within a Declared Area for the purposes of carrying out works in the manner contemplated by section 22 (1) (a). Different periods may be specified in respect of different categories of work.
5. On behalf of the Minister responsible for the Act, the Chief Executive SAMSAB wrote to the Lord Mayor on 15 June 2023. The letter (Link 1 view [here](#)) outlines the Declarations for the WSC 2023 event and was addressed to the Lord Mayor in their capacity as Lord Mayor of the City of Adelaide and as the Presiding Member of Kadaltilla / Adelaide Park Lands Authority.
6. The proposed Declared Area (Link 2 view [here](#)) and (Link 3 view [here](#)) includes Victoria Square / Tarntanyangga, Edwards Park / Wirranendi (Park 23) and a public road, Reconciliation Plaza.
7. Feedback is being sought on the Declared Area, Prescribed Works Period and Declared Period.

## Declared Area

8. The Declared Area for the WSC 2023 event, as provided by the SAMSAB, takes in two specific zones within the City of Adelaide:
  - 8.1. Both the North and South sides of Victoria Square / Tarntanyangga, as well as Reconciliation Plaza to connect the two spaces, to facilitate the Official Finish Line for the event.
  - 8.2. The hardstand area of Edwards Park / Wirranendi (Park 23) to facilitate a pack-down area for teams travelling interstate or internationally. SAMSAB have advised that while there is a larger area shown to facilitate fence lines, the intention is to only use the hard stand areas as part of the event.
9. The Declared Area is shown in Link 2 view [here](#) and Link 3 view [here](#).
10. The SAMSAB advise that the size and scale of the Declared Area is required to enable the safe and successful delivery of the WSC 2023 event.
11. Public access to the Declared Areas, in particular the main public footpaths and bike path along Reconciliation Plaza, will be provided for as long as possible during the Prescribed Works Period but with restrictions and detours applicable for a period of time. Further details on these plans are yet to be received.

## Prescribed Works Period

12. The Prescribed Works Period is proposed as follows:
  - 12.1. 20 October 2023 until 1 November 2023 for Victoria Square / Tarntanyangga.
  - 12.2. 23 October 2023 until 30 October 2023 for Reconciliation Plaza. The road will be closed for this period.
  - 12.3. 24 October 2023 until 1 November 2023 for Edwards Park / Wirranendi (Park 23).

### Impact on other Park Lands Users

13. The event may have short term impacts on other Park Lands users, including the casual users of Victoria Square / Tarntanyangga, which is often used as a thoroughfare or as a recreational space, largely during the work week.

### Kadaltilla / Park Lands Authority

14. Kadaltilla met on 22 June 2023 to consider the proposed Declarations as part of the consultation, and resolved to advise the following to Council and State Government:
  - 14.1. That the Kadaltilla / Adelaide Park Lands Authority:
    1. Notes the Declaration of the Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the World Solar Challenge 2023 event.
    2. Authorises the Presiding Member to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Kadaltilla with its feedback to the consultation on the proposed area for the World Solar Challenge 2023 event and the proposed period of time that works for the event will cover.

### Impact on Road Users

15. The closure of Reconciliation Plaza is sometimes undertaken for events, including approximately 20 days in January each year as part of the Santos Tour Down Under event.
16. Detours are able to be placed around the closure of Reconciliation Plaza without significant issue and additional lanes are able to be redirected to increase the flow of traffic from arterial roads around the square.
17. The Adelaide Central Market Authority has been notified of the proposed road closure.
18. Other key stakeholders, including emergency services and the Department of Infrastructure and Transport have been notified of the proposed road closure.
19. Pedestrians will be required to detour around the event space during the road closure, as the event site will be fenced, which may affect ease of access to the Victoria Square Tram stop and other public transport stops within the immediate area.

### Remediation

20. Any required remediation as a result of the area being impacted by the WSC 2023 event will be at the cost of the SAMSB.

---

## DATA AND SUPPORTING INFORMATION

**Link 1** - Letter from Chief Executive, South Australian Motor Sport Board to the Lord Mayor

**Link 2** - Map of the Proposed Declared Area - Victoria Square / Tarntanyangga and Reconciliation Plaza

**Link 3** - Map of the Proposed Declared Area - Edwards Park / Wirranendi (Park 23)

---

## ATTACHMENTS

Nil

---

- END OF REPORT -



## Adelaide Fringe 2024 Event Road Closure

Strategic Alignment - Dynamic City Culture

Public

**Tuesday, 4 July 2023**

**City Community Services and Culture Committee**

**Program Contact:**

Jennifer Kalionis, Associate Director City Culture

**Approving Officer:**

Ilia Houridis, Director City Shaping

## EXECUTIVE SUMMARY

This report is to inform Council of the Adelaide Fringe Road Closure application which proposes to close Rundle Road, between East Terrace and Dequetteville Terrace from 7 February until 21 March 2024 (six weeks).

The application request comes from event organisers; Adelaide Fringe, Gluttony and the Garden of Unearthly Delights (GOUD).

The six-week road closure will allow the three parties to expand on their existing event sites and offerings.

The 2024 Adelaide Fringe is to be held between 16 February and 17 March 2024.

Public consultation will be undertaken for the proposed road closure as a requirement under section 223 of the *Local Government Act 1999 (SA)*.

---

## RECOMMENDATION

The following recommendation will be presented to Council on 11 July 2023 for consideration

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

That Council:

1. Notes the closure of Rundle Road for Adelaide Fringe 2024 is currently proposed for a six-week period from 7 February until 21 March 2024.
  2. Notes a 21 day public consultation will be undertaken, including targeted consultation with key stakeholders, including residents, as required under section 223 of the *Local Government Act 1999 (SA)*.
  3. Notes a report will be presented to Council in September 2023 for decision relating to the road closure.
-

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	<b>Strategic Alignment – Dynamic City Culture</b> The proposal outlined in this report aligns with Key Action 3.11: Expand Adelaide’s global reputation as a ‘magnet city’ and UNESCO City of Music, through world class events, live music, festivals and activation.
Policy	This event application has been assessed against the requirements of the Adelaide Events Guidelines 2022.
Consultation	Public consultation will be undertaken for the proposed road closure as a requirement under section 223 of the <i>Local Government Act 1999 (SA)</i> .  The commencement for the proposed consultation is subject to all required information being provided by the event organisers. We are proposing to open consultation in mid July 2023.  Key stakeholders will be targeted as part of the public consultation this includes East End residents and businesses, SA Police, SA Metropolitan Fire Service, SA Ambulance Service, the Department of Infrastructure and Transport and the City of Norwood, Payneham and St Peters.  We note the previous advice of Council on 13 June 2023 regarding community consultation and will ensure a robust engagement plan is developed to target residents and traders.
Resource	The event will be facilitated within existing resources.
Risk / Legal / Legislative	Council has the delegation from the Minister of Transport under the <i>Instrument of General Approval and Delegation to Council</i> to approve the road closure under Section 33 of the <i>Road Traffic Act 1961</i> for the Event.
Opportunities	This event will result in increased visitation to the Adelaide CBD across the proposed event dates.  Adelaide Fringe, Gluttony and the Garden of Unearthly Delights (GOUD) are all committed to prioritising the use of South Australian based suppliers, vendors, and industry to deliver and support the Adelaide Fringe 2024 Road Closure.
23/24 Budget Allocation	Not as a result of this report
Proposed 24/25 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	If approved, the event organisers would be issued a road closure permit for the use of Rundle Road as part of their event in 2024.  However the organisers have noted their desire for this to become an annual proposition. Occupation of the Park Lands for Gluttony 2024 and the Garden of Unearthly Delights (GOUD) 2024 events will be authorised via an Event Licence.
23/24 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

# DISCUSSION

## Adelaide Fringe Road Closure 2024

1. The East End Precinct, Rundle Park / Kadlitpina (Park 13) and Rymill Park / Murlawirrapurka (Park 14) have long played home to three of the largest Adelaide Fringe venues, being the Adelaide Fringe Corner Box Office, Gluttony and the Garden of Unearthly Delights.
2. To facilitate the Adelaide Fringe Corner Box Office, Gluttony and the Garden of Unearthly Delights 2024, the closure of Rundle Road in both directions, including the use of on street carparking areas, is sought for a six-week period. The six-week period includes pre-event for bump in, event days, and event bump out.
3. The application proposes to close Rundle Road from 7 February until 21 March 2024 (six weeks).
4. The road closure will allow the three parties to expand on their existing Park Lands event sites and present new offerings.
  - 4.1. The road closure will enable two extra venues, one 800-seater and one 1,000-seater purpose built in collaboration with SA suppliers. These venues would house unique national and international performances, which event organisers advise would not be possible without the road closure due to the space limitations and challenges with topography of the current Park Lands sites.
  - 4.2. The venues would have up to four shows a day for 28 days, resulting in the potential for an added 200,000 + ticketed attendance across both sites.
5. The Adelaide Fringe period is known as one of the most vibrant times of the year, with strong economic returns for the City. Adelaide Fringe has reported that during the 2023 event, \$58.7 million total expenditure attributable to the Adelaide Fringe was reported within the City of Adelaide. A total of 72,463 tourist nights were also reported by the Adelaide Fringe within the City during this period.
6. The event organisers advise that the road closure will also assist in moving the Fringe Corner Box Office to the central road position which will enable greater accessibility for audiences, including collaborating with SA Care to deliver a quiet space and change facility for those with mobility access needs and neuro-divergent audiences, which is otherwise not available in the Park Lands sites.
7. This proposal is a pilot for 2024 which the applicants hope to renew annually on an ongoing basis.

## Traffic Considerations

8. On the eastern side of the City, Wakefield Road, Bartels Road, Rundle Road and Botanic Road all facilitate motorist and cycling access into and out of the City.
9. Of these roads listed above, Rundle Road has the lowest level of vehicle traffic daily (Approximately 9,500 vehicles daily according to State Government data).
10. The event would require use of the footpaths and bike lanes on either side of the road within the road closure area; however, pedestrian and cyclist access will be maintained throughout the temporary closure through a mutual carriageway along Rundle Road, linking the East-West thoroughfare from East Terrace to Dequetteville Terrace.
11. South Australia Police and the Department for Infrastructure and Transport have already been engaged and will be consulted with throughout the process. The road closure would require the detouring of some bus services.

## Other Considerations

12. The road closure event fee based on current approved fee schedules is a one off \$850 fee.
13. The potential loss to Council of on street parking revenue has been valued at approximately \$76,540 over the period the road is proposed to be closed.
14. The Rymill Park Lake Renewal project will be occurring during the Adelaide Fringe in 2024 and will impact the Gluttony event in 2024. It will include a loss of event area Gluttony were proposing to access and some potentially significant adjustments needing to be made within the Gluttony event site.
15. Rundle Road is currently already closed on weekend evenings during the Adelaide Fringe period each year, as part of Council's East End Unleashed activity. This provides an added level of safety given the significant volume of people within this area on weekend evenings drawn to the two major Fringe venues.
16. East End Unleashed is a Council activation, created to support vibrancy and safety in the East End during the Adelaide Fringe period each year. Rundle Street and other supporting laneways and roads are closed each Friday, Saturday and Sunday evening, with organised outdoor dining and entertainment occupying the roadways during this time.

## Next Steps

17. Public and targeted consultation can commence once event organisers have provided a sufficient level of application information, and is proposed to commence in mid-July, subject to receipt of final information from the event organisers.
18. Engagement will target residents and businesses within the East End and surrounding area.
19. An Engagement Plan will be developed to ensure that strong engagement is undertaken, and feedback sought and applied where relevant and appropriate.
20. A report to the Council meeting in September 2023 is proposed to assess community feedback and determine whether to accept or decline the road closure request.

---

## ATTACHMENTS

Nil

---

- END OF REPORT -

## Adelaide Aquatic Centre Redevelopment Lease and Licensing

Strategic Alignment - Thriving Communities

Public

**Tuesday, 4 July 2023**  
**City Community Services  
and Culture Committee**

**Program Contact:**  
Jennifer Kalionis - Associate  
Director City Culture

**Approving Officer:**  
Iliia Houridis - Director City  
Shaping

---

## EXECUTIVE SUMMARY

The purpose of this report is to provide Council with information relating to lease and licensing arrangements to facilitate the State Government's new Adelaide Aquatic Centre Redevelopment (AACR) and seek endorsement on:

- progression of a draft construction licence, and
- progression of a draft 42-year lease agreement, which will commence following completion of the redevelopment works.

To ensure consistency with Council's usual legislative processes both the draft construction licence and the essential terms of the draft 42-year lease agreement will be detailed in community consultation.

Concurrently, consultation on the Community Land Management Plans (CLMPs) that were endorsed by Council in March 2023 will be undertaken. This includes consultation the CLMP for Denise Norton Park / Pardipardinyilla (Park 2).

It should be noted that the location of the new Adelaide Aquatic Centre will be 70 metres from Barton Terrace West and this will be formalised in the lease documentation.

---

## RECOMMENDATION

The following recommendation will be presented to Council on 11 July 2023 for consideration

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

1. Endorses the location of the new Adelaide Aquatic Centre in Denise Norton Park / Pardipardinyilla (Park 2), Attachment A to Item 4.4 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023.
2. Authorises the Chief Executive Officer or delegate to negotiate a draft Construction Licence (Licence), Attachment B to Item 4.4 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023 for the purpose of undertaking community consultation in accordance with the *Local Government Act 1999 (SA)*.
3. Authorises the Chief Executive Officer or delegate to negotiate a draft 42-year Park Lands Lease Agreement (Lease) with the Minister for Infrastructure and Transport (Minister), Attachment C to Item 4.4 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023 to facilitate the operation of a new Adelaide Aquatic Centre for the purpose of undertaking community consultation on the essential terms of this agreement in accordance with the *Local Government Act 1999 (SA)*.
4. Notes that results of the community consultation will be presented back to Council in August 2023.
5. Authorises the Chief Executive Officer to continue discussions and finalise the outstanding terms and conditions of the draft Construction Licence and draft 42-Year Lease Agreement.

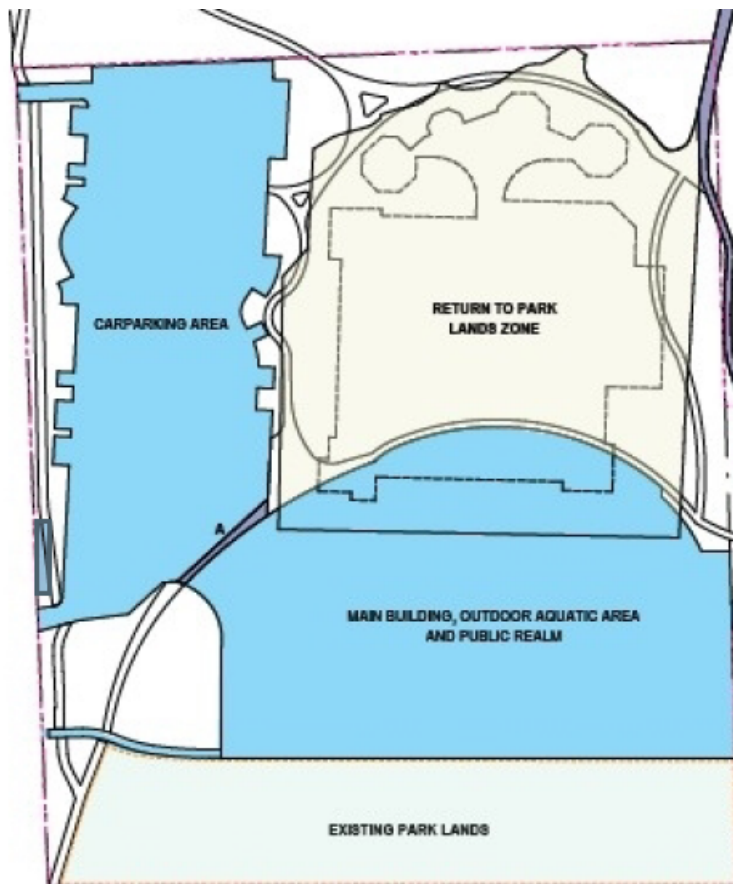
## IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	<p><b>Strategic Alignment – Thriving Communities</b></p> <p>Outcome 1: Thriving Communities – 1.1 Leverage the Adelaide Park Lands to promote health, wellbeing and lifestyle experiences.</p>
Policy	<p><a href="#">Adelaide Park Lands Management Strategy 2015-2025</a></p> <p>Continue to enhance the Adelaide Aquatic Centre to meet community expectations. Generate a greater focus on servicing the play space and picnicking areas through increased offerings and better access to the existing commercial operations.</p> <p><a href="#">Community Land Management Plan</a></p> <p>The current Community Land Management Plan (CLMP) for Denise Norton Park / Pardipardinyilla (Park 2) envisages an Aquatic Centre – however it requires updating to accommodate the State Government project and the long-term leasing of the new Adelaide Aquatic Centre. Consultation on the CLMP will occur at the same time as consultation on the long term lease and construction licence.</p>
Consultation	<p><i>Local Government Act 1999 (SA)</i></p> <p>Section 202 – Community consultation will occur over a three-week period:</p> <ul style="list-style-type: none"> <li>• Draft Construction Licence; and</li> <li>• Draft essential terms of a 42 Year Lease Agreement.</li> </ul> <p><i>Adelaide Park Lands Act 2005 (SA)</i> Section 21 – Requires the Lease to be placed before Both Houses of Parliament for 14 Sitting days (Concurrently) before it may be entered into by Council.</p>
Resource	Undertaken within current operational resources.
Risk / Legal / Legislative	The State Government’s proposal currently impacts land that Council licences to Blackfriars Priory School (Blackfriars). This agreement is due to expire on 31 December 2023, which is after the State Government’s proposed project commencement date. Any risks associated with providing notice (in accordance with the lease) to Blackfriars, has been mitigated by engaging in regular communication since the project was announced.
Opportunities	<p>The State Government is committed to a design that results in no net loss of Park Lands, and minimises impacts to existing trees.</p> <p>The Adelaide Aquatic Centre will remain open during a portion of the construction phase until August 2024.</p>
23/24 Budget Allocation	Within existing resources.
Proposed 24/25 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
23/24 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

# DISCUSSION

1. At its meeting of 27 June 2023, Council received an update on the Adelaide Aquatic Centre Redevelopment (AACR) including revised project timeline, revised facility site and an overview of the proposed Project Agreement between the Minister for Infrastructure and Transport (Minister) and The Corporation of the City of Adelaide. Two of the key guiding principles associated with the Project Agreement, are:
  - 1.1. agreement on a form of licence for the purpose of commencing construction that is in line with Council policy (draft Construction Licence); and
  - 1.2. to negotiate a long-term lease to commence after construction is complete that does not exceed 42 years (draft 42-year Lease Agreement).
2. The request from the State Government to enter into negotiation for a draft 42-year Lease Agreement is for land that the AACR will occupy, which includes the areas marked in blue in Image 1 being the carparking area and the main building, outdoor aquatic area and public realm. The Return to Park Lands Zone and Existing Park Lands areas will remain with Council. (see Image 1 – Lease Plan).
3. The State Government has indicated that the Office for Recreation, Sport and Racing (ORSR) will manage the operations of the new Adelaide Aquatic Centre.

**Image 1** – AACR Lease Plan: 29,305 sqm



## Draft 42-year Lease Agreement

4. The nature of the draft 42-Year Lease Agreement (draft Lease) is a ground lease whereby the Minister is solely responsible for the Leased and Licensed Area that the AACR will occupy, including but not limited to:
  - 4.1. all repair, maintenance and renewal obligations of all new and existing assets (built and landscaped),
  - 4.2. occupation and use of all areas at the Minister's risk (including being responsible to maintain all insurances),
  - 4.3. payment of all outgoings, including utilities and services,
  - 4.4. maintenance of the car park (Licensed area) as a public Park Lands car park to support general use of Park 2, and

- 4.5. compliance with Park Lands policy that may change from time to time (to the extent not inconsistent with the lease terms).
5. At the time of drafting this report, the Minister has indicated that total leased area would be 29,305sqm, comprising of:
  - 5.1. A building footprint of 9,500 sqm,
  - 5.2. The size of the licensed area will be in total 19,805 sqm, which includes:
    - 5.2.1. car park - 12,500sqm, and
    - 5.2.2. external areas (forecourt, public realm, etc) - 7,305 sqm,
6. The proposal seeks a peppercorn lease in consideration of the significant \$135.0M capital investment and that the State will take on all operating and maintenance responsibilities for the new venue and site.
7. Public consultation will be undertaken in accordance with the *Local Government Act 1999 (SA)* (LG Act 1999) and Council's Public Communication and Consultation Policy for the minimum legislative requirement of 21 days, with results of consultation presented back to Council for decision making in August 2023.
8. The process for granting a lease for a lease term up to 42 years is set out in the *Adelaide Park Lands Act 2005 (SA)* (APLA Act 2005).
9. As the proposed term is for a period totalling 42 years (including all rights of renewal), the lease will need to be tabled before both Houses of Parliament for 14 sitting days.

#### **Draft Construction Licence**

10. To facilitate the construction of the AACR, the Minister will also be required to apply for a Construction Licence for a temporary works compound (compound).
11. The proposal received from the Minister indicates that the compound at its maximum will be 35,000sqm (3.5ha). As the draft Construction Licence (draft Licence) is part of and required for project delivery, it is preferred to also provide the licence details to complete the community consultation engagement, noting that:
  - 11.1. Stage 1 – September 2023 – 31 July 2024 (See Image 2).
    - 11.1.1. Size – approximately 25,000m<sup>2</sup> (2.5ha),
    - 11.1.2. Site establishment and enabling works, and
    - 11.1.3. Construction of main building and associated services.

**Image 2** – Temporary Works Compound (Stage 1 – 25,000 sqm)





- 11.2. Stage 2 - 1 August 2024 – December 2025 (See Image 3).
  - 11.2.1. Size – approximately 35,000m<sup>2</sup> (3.5ha),
  - 11.2.2. Demolition of existing centre and construction of Return to Park Lands Zone
  - 11.2.3. Construction of carpark
  - 11.2.4. Return the southern side of the new centre back to Park Lands as agreed as part of the Return to Park Lands Zone (flat grass area with landscaping and trees planting as agreed with City of Adelaide)
  - 11.2.5. Completion of main building, northern landscape area and carpark.

**Image 3** – Temporary Works Compound: (Stage 2 – 35,000 sqm)



### **Community Land Management Plan - Denise Norton Park / Pardipardinyilla (Park 2).**

- 12. Decision on draft Lease and draft Licence following consultation will be made consistent with the provisions of the CLMP.

#### **Next Steps**

- 13. Following Council's authorisation of the draft Lease and draft Licence, consultation will be undertaken in accordance with the LG Act 1999 and Council Consultation Policy.
- 14. Community consultation is proposed to commence on 12 July 2023 and conclude on 2 August 2023.
- 15. A further report outlining the results of consultation will be presented to Council 22 August 2023.
- 16. The negotiation of interim lease and licensing outcomes for Blackfriars Priory School for the remaining sports facilities located on the eastern side of Park 2 will be provided as separate reports to Council.

---

## **ATTACHMENTS**

**Attachment A** – New Adelaide Aquatic Centre Redevelopment – Location Plan

**Attachment B** – Draft Construction Licence

**Attachment C** – Draft 42-year Park Lands Lease Agreement



Denise Norton Park / Pardipardinyilla (Park 2).



As per Minister for Infrastructure and Transport update presentation – dated 13 June 2023.

**DRAFT**

[DISCUSSION PURPOSES ONLY]

**DATED**

**DAY OF**

**2023**

**CONSTRUCTION LICENCE**

**BETWEEN**

**THE CORPORATION OF CITY OF ADELAIDE**

**("Council")**

**-AND-**

**MINISTER FOR INFRASTRUCTURE AND TRANSPORT**

**("Minister")**



**Government  
of South Australia**

**CROWN SOLICITOR**

**Level 9, 45 Pirie Street, Adelaide SA 5000**

---

**TABLE OF CONTENTS**

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>1</b>
<b>2.</b>	<b>INTERPRETATION .....</b>	<b>2</b>
<b>3.</b>	<b>LICENCE TERM .....</b>	<b>3</b>
<b>4.</b>	<b>GRANT OF THE LICENCE.....</b>	<b>3</b>
<b>5.</b>	<b>OCCUPATION OF THE LICENSED AREA .....</b>	<b>4</b>
<b>6.</b>	<b>PERMITTED USE.....</b>	<b>4</b>
<b>7.</b>	<b>DEVELOPMENT.....</b>	<b>4</b>
<b>8.</b>	<b>STATUTORY COMPLIANCE .....</b>	<b>5</b>
<b>9.</b>	<b>ASSIGNMENT .....</b>	<b>5</b>
<b>10.</b>	<b>REPAIR AND MAKE GOOD .....</b>	<b>5</b>
<b>11.</b>	<b>ACCESS RIGHTS .....</b>	<b>5</b>
<b>12.</b>	<b>INSURANCE .....</b>	<b>6</b>
<b>13.</b>	<b>EXPIRY OF LICENCE .....</b>	<b>6</b>
<b>14.</b>	<b>RELEASE.....</b>	<b>6</b>
<b>15.</b>	<b>INDEMNITY .....</b>	<b>6</b>
<b>16.</b>	<b>DEFECTS AND WARRANTIES .....</b>	<b>7</b>
<b>17.</b>	<b>TERMINATION .....</b>	<b>7</b>
<b>18.</b>	<b>SEVERANCE .....</b>	<b>7</b>
<b>19.</b>	<b>MODIFICATION.....</b>	<b>7</b>
<b>20.</b>	<b>WAIVER .....</b>	<b>8</b>
<b>21.</b>	<b>NOTICES.....</b>	<b>8</b>
<b>22.</b>	<b>COSTS AND STAMP DUTY.....</b>	<b>8</b>
	<b>SCHEDULE 1 PLAN OF LICENSED AREA .....</b>	<b>1</b>

## **CONSTRUCTION LICENCE**

**AGREEMENT** dated

**BETWEEN:**

**THE CORPORATION OF THE CITY OF ADELAIDE** of Colonel Light Centre, 25 Pirie Street, Adelaide, South Australia, 5000 ("**Council**")

**AND**

**MINISTER FOR INFRASTRUCTURE AND TRANSPORT** a body corporate pursuant to the *Administrative Arrangements Act, 1994* of 136 North Terrace, Adelaide, 5000, South Australia ("**Minister**")

### **BACKGROUND**

- A. The Council has care, control and management of certain parts of the Park Lands.
- B. The Council has agreed to grant a licence to the Minister to enter upon, occupy and use the Licensed Area for the Permitted Purpose.
- C. The Council has agreed that the Minister may grant a sublicense of the Licensed Area for the Permitted Purpose to the Minister's contractors, and their subcontractors.
- D. The licence is granted upon the terms and conditions contained in this Licence.

### **THE PARTIES AGREE AS FOLLOWS.**

#### **1. DEFINITIONS**

In this Licence, subject to any contrary intention, the following terms or expressions are stipulated as having the following meanings.

- 1.1 "**Access Areas**" means those areas of the Park Lands marked [#] on the plan attached in Schedule 1.
- 1.2 "**Claim**" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss,

compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature.

- 1.3 **“Commencement Date”** means [#].
- 1.4 **“Development”** means “development” as defined in the *Development Act 1993* and **“Develop”** has a corresponding meaning.
- 1.5 **“Expiry Date”** means [#].
- 1.6 **“Governmental Agency”** means any Minister, government department, authority, commission, tribunal, agency, utility or entity, any semi-governmental authority, instrumentality or corporation, whether of a local, State or Federal government, or any council or other municipal body but not the Council in its capacity as the licensor of the Licensed Area.
- 1.7 **“Laws”** shall mean and include all present and future legislation (both State and Federal) and all amendments to them and re-enactments of them and all regulations, by-laws and orders made pursuant to them.
- 1.8 **“Legislation”** means any statute, regulation, proclamation, by-law, ordinance or any notice or order made or given pursuant to any of the foregoing.
- 1.9 **“Licence”** means this licence and includes all schedules.
- 1.10 **“Licence Term”** means the term commencing on the Commencement Date and expiring on the Expiry Date.
- 1.11 **“Licensed Area”** means initially that portion of the Park Lands marked in [##] on the plan attached in Schedule 1.
- 1.12 **“Minister's Property”** means all improvements constructed by the Minister, the Minister's trade fixtures and fittings, equipment, fittings or other property installed or affixed by the Minister on or to the Park Lands.
- 1.13 **“Park Lands”** means the Adelaide Park Lands as defined in the *Adelaide Park Lands Act 2005 (SA)*.
- 1.14 **“Permitted Purpose”** means the purpose of constructing and undertaking the Works.
- 1.15 **“Works”** means all works in connection with and required for the [## insert description] including:
- 1.15.1 any Development of, or any other alteration, addition or improvement to, the Licensed Area;
- 1.15.2 any other fixture, fitting, improvement or structure to be annexed to or constructed or erected on or under the land, whether to be permanently annexed to the land or otherwise,
- whether undertaken by the Minister, on behalf of the Minister, or with the consent of the Minister, or otherwise.

## **2. INTERPRETATION**

In this Licence, unless a contrary intention is evident:

- 2.1 a reference to this Licence is a reference to this Licence as amended, varied, novated or substituted from time to time;

- 2.2 a reference to any legislation or to any provision of any legislation includes:
  - 2.2.1 all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and
  - 2.2.2 any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision;
- 2.3 a word importing:
  - 2.3.1 the singular includes the plural;
  - 2.3.2 the plural includes the singular; and
  - 2.3.3 a gender includes every other gender;
- 2.4 words denoting individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
- 2.5 a reference to a party includes that party's administrators, successors and permitted assigns;
- 2.6 if any act pursuant to this Licence would otherwise be required to be done on a day which is not a Business Day then that act may be done on the next Business Day;
- 2.7 where a word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- 2.8 a reference to two or more persons is a reference to those persons jointly and severally;
- 2.9 a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Licence;
- 2.10 a reference to a clause number is a reference to all of its sub-clauses;
- 2.11 a reference to dollars is to Australian dollars;
- 2.12 where general words are associated with specific words which define a class, the general words are not limited by reference to that class;
- 2.13 the clause headings are for convenient reference only and they do not form part of this Licence; and
- 2.14 the word "or" is not exclusive.

### **3. LICENCE TERM**

This Deed applies for the Licence Term.

### **4. GRANT OF THE LICENCE**

- 4.1 The Council grants to the Minister a non-exclusive licence to enter on, occupy and use the Licensed Area for the Permitted Purpose, for the Licence Term, on the terms and conditions set out in this Licence, and for no monetary consideration.

- 4.2 The rights granted by the Council in this Licence are contractual only and shall not create or confer upon the Minister any tenancy, estate or interest in the Licensed Area.

**5. OCCUPATION OF THE LICENSED AREA**

- 5.1 The Minister must use the Licensed Area only for the Permitted Purpose.
- 5.2 The Minister, the Minister's contractors and their subcontractors, may undertake the Works on the Licensed Area on and from the Commencement Date.
- 5.3 Without limiting clause 8, the Minister, the Minister's contractors and their subcontractors must at all times comply with Council's reasonable works policies with respect to undertaking the Works including in respect of:
- 5.3.1 hoarding requirements;
  - 5.3.2 traffic controls;
  - 5.3.3 waste management and removal; and
  - 5.3.4 stormwater management.

**6. PERMITTED USE**

- 6.1 The Minister shall at its own expense obtain and maintain during the Licence Term all approvals necessary for the Permitted Purpose.
- 6.2 The Lessee acknowledges that the Licensed Area is, and is situated within, Park Lands.
- 6.3 As a consequence, the Lessee shall use its best endeavours at all times to minimise disturbance to users of the land adjoining the Licensed Area.

**7. DEVELOPMENT**

- 7.1 Subject to clause 10, the Minister may, only for the Permitted Purpose, undertake, or procure to be undertaken the construction of any Works on the Licensed Area.
- 7.2 The Minister may, in accordance with this Licence, remove or replace any fixture, improvement or other structure erected or constructed in or on the Licensed Area or any portion of the Licensed Area, whether of a capital or structural nature or otherwise.
- 7.3 The Minister shall, in undertaking or constructing any Works on or to the Licensed Area observe and comply with the following:
- 7.3.1 any necessary consent, approval, authority, licence or permission;
  - 7.3.2 the *Development Act 1993* (SA) or any other applicable Legislation; and
  - 7.3.3 the requirements of any Governmental Agency having jurisdiction by law.



**8. STATUTORY COMPLIANCE**

The Minister shall, at all times during the Licence Term, comply with:

- 8.1 the requirements of all Legislation, regulations, by-laws, ordinances, rules or other forms of statutory instruments or delegated legislation applicable to the Permitted Use or to the use of the Licensed Area by the Minister; and
- 8.2 the requirements of all notices, orders or requirements lawfully given or made by any Governmental Agency in respect of the Licensed Area or the use of the Licensed Area by the Minister.

**9. ASSIGNMENT**

- 9.1 Subject to clauses 9.2 and 9.3, the Minister shall not assign, transfer, sub-let or sub-licence or otherwise part with possession of the Licensed Area without the prior written consent of the Council..
- 9.2 The Minister may, without the prior written consent of the Council, grant a sub-licence of the Licensed Area for the Permitted Purpose to any contractor engaged by the Minister for the Permitted Purpose and their respective employees, agents and contractors.
- 9.3 The Minister may assign or sub-licence to another Minister, agency or instrumentality of the Crown in the right of the State of South Australia, without the Council's prior written consent.

**10. REPAIR AND MAKE GOOD**

If, in the exercise of rights under this Licence, any damage is caused to the Park Lands the Minister must take reasonable measures to make good the damage to the satisfaction of the Council (acting reasonably).

**11. ACCESS RIGHTS**

- 11.1 The Minister, the Minister's contractors and their subcontractors may, subject at all times to the reasonable directions and requirements of the Council and at all reasonable times during the Term, in common with the Council and other persons authorised from time to time by the Council, use the Access Areas for access ingress and egress to and from the Licensed Area with or without vehicles but only for the Permitted Purpose.
- 11.2 Without limiting any other term of this Licence, the Minister's obligations under this Licence apply (as the case may be) to the rights under clause 11.1 to the Access Areas including the obligations in clauses 10 (Repair and Make Good), clause 11 (Insurance), clause 14 (Release) and clause 15 (Indemnity).

**12. INSURANCE**

The Minister shall ensure that, throughout the Term, the Works are insured either through the Minister's self insurance or by procuring another party to insure the Works to the extent that the Minister may consider prudent and appropriate in relation to the risks to be insured against and the levels of insurance to be effected.

**13. EXPIRY OF LICENCE**

13.1 Unless otherwise agreed in writing between the parties, this Licence shall terminate upon:

13.1.1 the commencement of a lease of the Licensed Area granted by the Council to the Minister;

13.1.2 a termination of this Licence pursuant to clause 17.

**14. RELEASE**

14.1 The Minister shall occupy and use the Licensed Area at his own risk in all things.

14.2 The Minister releases and discharges, to the extent permitted by law, the Council, in its capacity as the person with care, control and management of the Licensed Area, from any Claim in relation to the Permitted Purpose and the undertaking of the Works and the occupation or use by the Minister of the Licensed Area, that the Minister may have or be entitled to bring, exercise or enforce against the Council including in relation or incidental to any of the following:

14.2.1 the state, condition, use of the Licensed Area, including any contamination of the Licensed Area caused by the Minister;

14.2.2 the purpose for which the Licensed Area may or may not be used;

14.2.3 any limitation or restriction in respect of the state or condition of the Licensed Area; or

14.2.4 any Claim of any nature in respect of any accident or damage to property or death of or injury to any person or in respect of destruction of or damage to the real or personal property of any person,

except to the extent that any such Claim is caused, or contributed to, by the intentional, reckless, negligent or unlawful act or omission of the Council.

**15. INDEMNITY**

15.1 The Minister shall indemnify and keep indemnified the Council, in its capacity as the person with care, control and management of the Licensed Area, from any Claim which the Council may suffer or incur to the Minister or any other person caused by or as a consequence of or in connection with:

15.1.1 the Permitted Purpose and the use or occupation of the Licensed Area;

15.1.2 any contamination of the Licensed Area caused by the Minister; or

15.1.3 the undertaking of any Works or with any act, matter or thing done or performed, by the Minister or his employees, agents, contractors, invitees, visitors or other persons using or upon the Licensed Area or any omission of the said persons,

except to the extent that any such Claim is caused, or contributed to, by the intentional, reckless, negligent or unlawful act or omission of the Council.

15.2 The obligations of the Minister under this clause 15 (to the extent applicable) survive the expiration or earlier termination of this Licence.

## **16. DEFECTS AND WARRANTIES**

The Minister warrants that any agreements to be entered into between the Minister and the Minister's contractors for the Works will contain, in accordance with South Australian Government standard contracting terms for design and construction contracts, suitable provisions in relation to defect rectification and construction warranties having regard to the nature and extent of the Works.

## **17. TERMINATION**

17.1 The Council may only terminate this Licence by giving 14 days' written notice to the Minister and re-enter and take possession of the Licensed Area, if the Minister fails to remedy a material and non-trivial breach by the Minister of this Licence within the reasonable time specified in a written notice from the Council requiring any such breach to be remedied.

17.2 Termination of this Licence by the Council shall be without prejudice to any rights, remedies or actions that the Council may have or has against the Minister in respect of any antecedent breach by the Minister of the terms and conditions contained in this Licence.

## **18. SEVERANCE**

18.1 Each word, phrase, sentence, paragraph and clause of this Licence is severable.

18.2 If a court determines that a part of this Licence is unenforceable, invalid, illegal or void that court may sever that part.

18.3 Severance of a part of this Licence will not affect any other part of this Licence.

## **19. MODIFICATION**

Any modification of this Licence must be in writing and signed by each party.

**20. WAIVER**

- 20.1 A waiver of any provision of this Licence must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's behalf.
- 20.2 No waiver by a party of a breach of a term or condition contained in this Licence shall operate as a waiver of any breach of the same or any other term or condition contained in this Licence.
- 20.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Licence shall prejudice or restrict the rights of that party.

**21. NOTICES**

- 21.1 A "notice" means:
  - 21.1.1 a notice in writing; or
  - 21.1.2 a consent, approval or other communication required to be in writing under this Licence.
- 21.2 A notice must be signed by or on behalf of the sender addressed to the recipient and:
  - 21.2.1 delivered to the recipient's address;
  - 21.2.2 sent by pre-paid mail to the recipient's address; or
  - 21.2.3 transmitted by facsimile to the recipient's address.
- 21.3 A notice given to a person in accordance with this clause is treated as having been given and received:
  - 21.3.1 on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
  - 21.3.2 if sent by pre-paid mail, on the third Business Day after posting; or
  - 21.3.3 if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission: on that day if the report states that transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day, provided that:
  - 21.3.4 if the recipient receives by facsimile transmission a notice that is illegible, the recipient must notify the sender immediately and the sender must continue to retransmit the notice until the recipient confirms that it has received a legible notice. The rules in relation to transmission reports as stated above apply.
- 21.4 A person may from time to time notify its change of address or facsimile number by written notice to the other party.

**22. COSTS AND STAMP DUTY**

- 22.1 Each party shall bear its own costs incurred in respect of the preparation, perusal, negotiation and execution of this Licence.

22.2 The Minister shall pay the stamp duty (if any) assessed or charged in respect of this Licence.

**EXECUTED as an AGREEMENT**

**THE COMMON SEAL** of )  
**MINISTER FOR INFRASTRUCTURE AND** )  
**TRANSPORT** was hereunto affixed by )  
authority of the Minister in the presence of: )

.....  
Witness

**THE COMMON SEAL** of **THE CORPORATION** )  
**OF THE CITY OF ADELAIDE** was )  
hereunto affixed in the presence of: )

.....  
Lord Mayor

.....  
Chief Executive Officer

**SCHEDULE 1**  
**PLAN OF LICENSED AREA**

DRAFT



**PARK LANDS  
LEASE AGREEMENT  
(Park [#])**

IMPORTANT NOTICE

*Retail and Commercial Leases (SA) 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 Consumer Affairs on 28 December 2011.





**APLA** means the Adelaide Park Lands Authority established under the Park Lands Act.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in Adelaide.

**Claims** includes any action, proceeding, right, claim or demand whether present or future, certain or contingent, due or may become due, known or unknown and including all costs and expenses (including legal expenses).

**Commencement Date** means the commencement date described in Item 2.

**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.

**CPI** means the consumer price index number published by the Australian Bureau of Statistics for All Groups (Adelaide) or the number which replaces it under clause 4.2.

**Current CPI** means the CPI for the quarter ending immediately before the relevant Review Date.

**Current Market Rent** means the best rent that can be obtained for the Leased Area in an open market by a willing but not anxious lessor with or without vacant possession and on the following conditions:

- on the terms and conditions of this Lease for the whole of the Term (and not just the remaining balance of the Term);
- on the basis that the Lessee has complied with all of the obligations under this Lease;
- not taking into account any damage or destruction to the Leased Area (including the Improvements) and not taking into account any resulting suspension or abatement of rent;
- not taking into account any disturbance or nuisance to the Lessee's use of the Leased Area caused by any act or neglect of the Lessor or any adjoining owner or occupier;
- not taking into account any improvements or fixtures erected or installed at the Lessee's expense which the Lessee is permitted to remove at the end of this Lease;
- taking into account any increase in value of the Leased Area arising from any permanent improvements at the expense of either the Lessee or the Lessor and which the Lessee shall not be entitled to remove;

- not taking into account any goodwill attributable to the Leased Area by reason of any trade, business or actions carried on by the Lessee; and
- not taking into account any cash, premium, payment, abatement, allowance or other incentive paid, offered or allowed in respect of this Lease or being offered or given in respect of comparable premises to induce lessees to take a lease of or remain in such comparable areas.

**Default Rate** means a rate of two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

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

**Environment** includes:

- land, air and water;
- any organic or inorganic matter and any living organism; and
- 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 same meaning as 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 such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

**Improvements** means the interior and exterior of all built form and other improvements (including (all conveniences, Services, amenities and appurtenances of, in or to the Improvements) which are made to the Leased Area.

**Insolvency Event** means (in the case of a Lessee being a company or association):

- a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;
- any person appoints an administrator of the Lessee;
- an application is made to any court to wind up the Lessee;
- an application is made pursuant to Section 411 of the Corporations Act 2001;
- a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
- the Lessee is deregistered or dissolved; or

means (in the case of a Lessee being a natural person):

- the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;
- a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
- the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
- the Lessee signs an authority under Section 188 of the *Bankruptcy Act 1966*;
- the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966*, and that debt agreement proposal is accepted by the Lessee's creditors;
- the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- the Lessee is convicted or an indictable offence (other than a traffic offence).

**Institute** means the South Australian Division of the Australian Property Institute (or its successor or equivalent).

**Lease** means this lease including any attached annexures and schedules.

**Leased Area** means that portion of the Park Lands described in Item 1 including (if any) all Services.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any Statutory 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 fittings and other equipment installed on, brought on to or kept on the Leased Area by the Lessee (with or without the consent of the Council).

**Loss** means any loss, damage, death or injury.

**Outgoings** means the total of all amounts paid, payable or otherwise by the Council in connection with the ownership, management, administration of the Leased Area.

**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 then the first day of each month during the Term.

**Permitted Use** means the use described in Item 5.

**Plan** means the plan comprising Annexure A.

**Previous CPI** means the CPI for the quarter ending immediately before the last Review Date (or if there has not been one, the Commencement Date).

**Rent** means the rent described in Item 3.

**Resolving Body** means LEADR or if that body no longer exists an equivalent Australasian organisation formed to promote dispute resolution.

**Review Date** means each date in Items 5.

**Services** means all services (including gas, electricity, water and sewerage and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Leased Area supplied by any authority, the Council or any other person the Council authorises.

**Special Conditions** means the special conditions (if any) in Item 7.

**Statutory Authorities** means any government or semi government authorities (including the Council in its separate capacity as local government authority) or authorities created by or under Legislation.

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

**Structural Work** includes:

- repairing or replacing building facades or any external or internal load bearing structure essential for the stability or strength of the Improvements including foundations, columns, walls, floors and beams;
- repairs and replacements necessary to keep any buildings structurally sound, weatherproof and water tight;
- resurfacing any car parks, roads, paths and access ways; and
- works to retaining walls, kerbing and guttering.

**Term** means the term of this Lease commencing on the Commencement Date and expiring on the date described in Item 2.

**Valuer** means a qualified valuer appointed to make a determination under this Lease:

- who will be appointed as agreed by the Council and the Lessee or, failing agreement the person holding or acting in the position of President of the Institute;
- who must have practised as a valuer with a minimum of five (5) years relevant experience; and
- who must act as an expert and not as an arbitrator.

**Yearly Amounts** means the aggregate of the Rent and other moneys payable by the Lessee during the Term.

### 1.3 Interpretation

Unless the contrary intention appears:

- 1.3.1 headings are for convenience only and do not affect interpretation;
- 1.3.2 the singular includes the plural and vice-versa;
- 1.3.3 a reference to an individual or person include a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 1.3.4 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;
- 1.3.5 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.3.6 a reference to any Legislation includes any statutory modification, re-enactment or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 1.3.7 a reference in this Lease to the Council's approval or consent, is to the Council's prior written approval or consent which unless otherwise specified may be granted or withheld in the absolute discretion of the Council;
- 1.3.8 "including" and similar expressions are not and must not be treated as words of limitation; and
- 1.3.9 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 Leased Area for the Term on the terms and conditions set out in this Lease.

## 3. **RENT**

### 3.1 **Payment of rent**

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

### 3.2 **Instalment**

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

## 4. **RENT REVIEW**

### 4.1 **Fixed review**

The Rent on and from each Review Date specified in Item 5[A] is to be reviewed to be increased as set out in the First Schedule.

### 4.2 **CPI Review**

The Rent on and from each Review Date specified in Item 5[B] is to be reviewed to movements in the CPI in accordance with the following formula:

$$R_2 = R_1 \times \frac{\text{Current CPI}}{\text{Previous CPI}}$$

Where:

$R_2$  is the Rent after the Review Date; and

$R_1$  is the Rent immediately before the Review Date (disregarding any abatements incentives or reductions).

#### 4.3 **Change to CPI Index**

If the CPI is no longer published, either party may ask the President of the Institute to nominate an index which reflects the rate of price change in the area and group for the CPI and "CPI" then means that index. The parties must each pay one half of the President's costs for nominating an index.

#### 4.4 **Current Market Review**

- 4.4.1 The Rent on and from each Review Date specified in Item 5[C] (if applicable) is to be reviewed to the Current Market Rent in accordance with this clause 4.4.
- 4.4.2 The Council may at any time give the Lessee written notice stating the Council's assessment of the Current Market Rent.
- 4.4.3 The Rent from and including the relevant Review Date is the amount stated in the Council's notice under clause 4.4.2 unless the Lessee gives the Council notice in writing within fourteen (14) days after the Council's notice disagreeing with that amount.
- 4.4.4 If the Council and Lessee do not agree the Rent under this clause 4.4, then it must be decided by a Valuer.
- 4.4.5 The Valuer agreed or appointed must make the determination of the Current Market Rent under this clause 4.4.
- 4.4.6 The Council and the Lessee may make written submissions to the Valuer within fourteen (14) days after the Valuer has been appointed or nominated.
- 4.4.7 The Council and the Lessee must forward to the other a copy of all written material forwarded or provided at the same time it is provided to the Valuer.
- 4.4.8 The Lessor and the Lessee may within fourteen (14) days of receiving a copy of the others written materials forward written comments to the Valuer on the other party's written submissions.
- 4.4.9 The Valuer's decision must be made within sixty (60) days of appointment and shall be provided in writing (with detailed reasons for the determination including specifying the matters required to be taken into account under this Lease in making that determination) and that decision will be final and binding.
- 4.4.10 If the Valuer's determination is more than the Lessee's assessment of the Current Market Rent then the Lessee will pay all costs of the valuation under this clause 4.4. In all other cases, the costs of the valuation will be shared equally between the Council and Lessee.

#### **4.5 Rent pending determination**

4.5.1 The Rent may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.

4.5.2 If the Rent to apply on and from a Review Date has not been agreed on or determined by that Review Date, the Lessee must continue to pay Rent until the Rent is determined.

#### **4.6 Adjustment once rent determined**

Once the Rent to apply on and from a Review Date is determined, the Lessee will pay any shortfall and the Council will allow any adjustment for overpayment at the next Payment Date.

#### **4.7 No decrease in Rent**

The Rent will not decrease on a Review Date.

#### **4.8 Other review**

Nothing in this Lease prevents the Council and the Lessee negotiating and agreeing on a Rent to apply from a Review Date without following these clauses.

### **5. UTILITIES AND RATES**

#### **5.1 Utilities and Services**

The Lessee will pay when due all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, oil, water and any and all other Services and utilities to the extent supplied to or used from the Leased Area.

#### **5.2 No separate meter**

If there is no separate meter for recording or measuring the Services and utilities supplied to or used from the Leased Area, then the Lessee must, if required by the Council, install the necessary meters (at the Lessee's cost).

#### **5.3 Rates and other taxes**

The Lessee must pay or reimburse the Council for all rates, taxes, levies or other charges (including any Council rates assessed by Council as a Statutory Authority) arising from the grant of this Lease or otherwise assessed, charged or incurred in relation to:

5.3.1 the Leased Area; or

5.3.2 the Lessee's use or occupation of the Leased Area.

#### **5.4 Outgoings**

The Lessee must pay or reimburse the Council all Outgoings provided that if those Outgoings include amounts that are referable to other areas (in addition to the Leased Area) then then the Lessee must pay a fair and just proportion of the Outgoings as reasonably determined by the Council having regard to those areas.

## 6. USE OF LEASED AREA

### 6.1 Permitted Use

The Lessee must use the Leased Area only for the Permitted Use and not use or allow the Leased Area to be used for any other use without the consent of Council.

### 6.2 Park Lands

6.2.1 The Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and APLA with respect to the use and occupation of the Leased Area (being part of the Park Lands).

6.2.2 Without limiting any other term of the Lease, the Lessee acknowledges that the approval or consent of Council (including consent to any amendment or variation) may require the Council to undertake community and other forms of public consultation.

### 6.3 Offensive activities

The Lessee must:

6.3.1 not carry on any offensive or dangerous activities on or from the Leased Area or create a nuisance or disturbance either:

6.3.1.1 for the Council; or

6.3.1.2 for the owners or occupiers of any adjoining property; and

6.3.2 use best endeavours to ensure at all times that activities conducted on or from the Leased Area will not bring any discredit upon the Council.

### 6.4 Use of Services

The Lessee will:

6.4.1 ensure that the Services are used responsibly and in accordance with any reasonable directions that may be given by Council; and

6.4.2 be responsible to repair or correct any damage or malfunction of the Services.

### 6.5 Statutory requirements

The Lessee must comply with all Statutory Requirements relating to the Lessee's use and occupation of the Leased Area.

### 6.6 No alcohol

The Lessee must not:

6.6.1 serve, sell or provide to persons; or

6.6.2 consume or allow persons to consume,

alcohol on or from the Leased Area without the consent of Council.



## 6.7 Signs

The Lessee must not place any signs or advertisements in or on the Leased Area (including on the outside or inside (if they can be seen from outside) of any Improvements), except signs which:

6.7.1 are approved by Council; and

6.7.2 comply with any relevant Statutory Requirements.

## 6.8 Dangerous or heavy equipment

6.8.1 The Lessee may only install or use equipment which is normally used in connection with the Permitted Use.

6.8.2 The Lessee must not without the consent of Council install or bring onto the Leased Area:

6.8.2.1 any electrical, gas powered or other equipment which may pose an improper danger, risk or hazard;

6.8.2.2 any dangerous chemicals or other dangerous substances; or

6.8.2.3 any heavy equipment or items which may damage the Leased Area;

except as is necessary as a result of or in connection with the Permitted Use and/or the Lessee's maintenance of the Leased Area.

## 6.9 Fire precautions

The Lessee must comply with all Statutory Requirements relating to fire safety including undertaking at the Lessee's cost any structural modifications or other building works to any Improvements which are required as a consequence of the Lessee's use or occupation of the Leased Area.

## 6.10 Security

The Lessee must keep any Improvements securely locked at all times when the Improvements are not occupied and must provide a key to the Improvements to the Council to be used in the case of an emergency.

## 6.11 No vehicles

The Lessee must not, and must not 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.

## 6.12 No warranty

The Council makes no warranty or representation regarding the suitability of the Leased Area or the Services for the Permitted Use or any other purpose.

## 6.13 Improvements

Unless otherwise agreed in writing or otherwise provided in this Lease, any Improvements will remain the property of the Lessee and will not form part of the Leased Area.

## **7. INSURANCE**

### **7.1 Lessee must insure**

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 6 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 insurance in respect of any and all Improvements (including a policy in respect of any breakage and damage to plate and other glass);
- 7.1.3 all insurance in respect of the Lessee's Equipment; and
- 7.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires.

### **7.2 Requirements for Lessee's policies**

Each policy the Lessee takes out must:

- 7.2.1 be with an insurer and on terms (including value of policy) approved by the Council;
- 7.2.2 note the Council's interest; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

### **7.3 Evidence of insurance**

- 7.3.1 The Lessee must give the Council copies of certificates evidencing the currency of the policies the Lessee has taken out under this clause 7.
- 7.3.2 During the Term the Lessee must:
  - 7.3.2.1 pay each premium before it is due for payment;
  - 7.3.2.2 give the Council copies of certificates of currency each year when the policies are renewed and at other times the Council reasonably requests;
  - 7.3.2.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
  - 7.3.2.4 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 Additional premium and excess**

- 7.4.1 The Lessee must not do anything which may:
  - 7.4.1.1 prejudice or render void or voidable any insurance of the Leased Area; or
  - 7.4.1.2 increase the premium for any insurance of the Council.

7.4.2 If the Lessee does anything (with or without the consent of Council) that increases the premium of any insurance of the Council the Lessee must on demand pay the amount of that increase to the Council.

7.4.3 The Lessee must pay all excess amounts paid or payable by the Council relating to any accident or claim to the extent caused or contributed to by the Lessee.

## 8. REPAIR, MAINTENANCE AND ALTERATIONS

### 8.1 Maintenance and repair

8.1.1 The Lessee must at its own cost keep and maintain the Leased Area in good condition and repair and promptly rectify any damage to the Leased Area including:

8.1.1.1 keep, maintain, repair, and replace any Improvements and the Lessee's Equipment in good repair and condition (including undertaking all Structural Work and other capital maintenance, repair and replacement) to ensure any Improvements and the Lessee's Equipment are kept to a reasonable standard; and

8.1.1.2 undertake any upgrade to Services or other improvements to the Leased Area required by the Lessee as a result of the Lessee's use or occupation of the Leased Area.

8.1.2 Not less frequently than annually the Council and the Lessee must meet to review the state and condition of the Leased Area (including any Improvements) and the surrounding pedestrian and landscaped areas.

8.1.3 Each party must inform the other in writing of any critical structural or capital maintenance, replacement and repair required in respect of the Leased Area and any Improvements as soon as practicable after it becomes aware of it.

8.1.4 The Lessee must when complying with its obligations under this Lease use all reasonable endeavours to carry out any repairs and maintenance in a timely manner and cause as little interruption as possible to the Council and other users of the Park Lands.

8.1.5 Any disputes in regard to the subject matter of this clause 8 may be referred by either party for determination under clause 17 of this Lease.

8.1.6 If the Council is required to carry out any works which are the responsibility of the Lessee under this clause 8.1 then:

8.1.6.1 the Council may (without any obligation to do so and without any liability to the Lessee in respect of such works) execute such works as if it were the Lessee; and

8.1.6.2 the Lessee shall be liable for all of Council's reasonable costs and expenses in executing such works which the Council may recover the Lessee as a debt due and payable within fourteen (14) days of demand.

## 8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations, additions or other works to the Leased Area without the consent of Council.
- 8.2.2 The Lessee must provide full details of any proposal to undertake any alterations, additions or other works (including any proposal to alter any Improvements) to the Council.
- 8.2.3 The Council may impose any reasonable conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters or proposes to enter into in relation to any alterations, additions or other works to the Leased Area.
- 8.2.4 The Lessee must carry out any approved works:
  - 8.2.4.1 in a proper and workmanlike manner;
  - 8.2.4.2 in accordance with the reasonable conditions and approvals imposed by the Council (as lessor under this Lease); and
  - 8.2.4.3 in accordance with all Statutory Requirements.
- 8.2.5 The Lessee will pay all of the Council's reasonable costs (including consultant's costs and legal costs) as a result of the Lessee's works.
- 8.2.6 Unless otherwise agreed in writing, any alteration or addition made pursuant to this clause will be the property of the Lessee.

## 8.3 Cleaning

The Lessee must:

- 8.3.1 keep the Leased Area (including any Improvements) clean and tidy and free from dirt, rubbish and graffiti; and
- 8.3.2 not cause any part of the surrounding Park Lands to be left untidy or in an unclean state or condition.

## 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 Park Lands (including the Leased Area) 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 15, the Lessee indemnifies the Council against any Claims for any Loss to the extent caused 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. **ASSIGNING, SUBLETTING AND CHARGING**

### 10.1 **Assignment**

The Lessee must not assign, transfer or otherwise deal with the Lessee's interest in the Leased Area under this Lease without the consent of Council.

### 10.2 **Request for Assignment**

If the Lessee requests that the Council consent to any assignment, transfer or other dealing, the Lessee must comply with Council's reasonable procedural requirements for dealing with the request.

### 10.3 **No release**

Where the Council grants consent to an assignment or transfer, the Lessee (i.e. the party assigning or transferring the Lease or rights under the Lease) will not be released or discharged from the current or future obligations under this Lease.

### 10.4 **Subletting or licensing**

10.4.1 The Lessee must not sublet or licence the Leased Area without the consent of Council.

10.4.2 The Lessee must provide Council with details of the proposed sublease or licence including a copy of the proposed agreement and details of the sublease or licence fees.

10.4.3 The Lessee is responsible for ensuring that any sublessee or licensee complies with this Lease and all of the terms of the approved sublease or licence agreement.

### 10.5 **Charging**

10.5.1 The Lessee must not charge the Lessee's interest in this Lease or the Improvements without the consent of Council.

10.5.2 If the Council consents to a charge then the Lessee must enter into a deed in a form required by the Council which ensures the charge is subject to the Council's rights under this Lease.

### 10.6 **Costs**

The Lessee must pay all costs reasonably incurred by the Council (including any legal fees) in relation to any dealing under this clause, including in considering whether or not to grant any consent to a request by the Lessee under this clause 10.

## 11. **COUNCIL'S OBLIGATIONS AND RIGHTS**

### 11.1 **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 Leased Area during the Term without interference from the Council.

## 11.2 Right to enter

The Council may (except in the case of emergency when no notice will be required) enter the Leased Area after giving the Lessee reasonable notice:

- 11.2.1 to see the state of repair of the Leased Area (including the Improvements and surrounding Park Lands);
- 11.2.2 to do repairs to the Park Lands or other works which cannot reasonably be done unless the Council enters the Leased Area; and
- 11.2.3 to do anything the Council must or may do under this Lease or must do under any law.

## 11.3 Emergencies

In an emergency the Council may (if reasonably necessary):

- 11.3.1 close the Leased Area; and
- 11.3.2 prevent or restrict access to the Park Lands.

## 11.4 Works and restrictions

11.4.1 Subject to clause 11.4.2, the Council may:

- 11.4.1.1 install, use, maintain, repair, alter, and temporarily interrupt Services;
- 11.4.1.2 carry out works on the Park Lands; and
- 11.4.1.3 temporarily close or restrict access to the Park Lands (including the Leased Area).

11.4.2 The Council must (except in cases of emergency):

- 11.4.2.1 provide reasonable notice to the Lessee of any proposed activities contemplated by clause 11.4.1;
- 11.4.2.2 occasion to the Lessee as little disturbance and damage as is reasonably practicable.

## 11.5 Right to rectify

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.

## 11.6 Park Lands Events

- 11.6.1 The Lessee acknowledges and agrees that as the Leased Area is located in the Park Lands there may be public, major or special events held in nearby Park Lands which limit or restrict the use of and/or access to the Leased Area.
- 11.6.2 The Lessee acknowledges and agrees that the Lessee may not make a Claim for any Loss if any public, major or special event limits or restricts the Lessee's use of the Leased Area.

## 12. DAMAGE OR DESTRUCTION

### 12.1 Termination for destruction or damage

- 12.1.1 If any Improvements are destroyed or damaged so that they are unfit for the Permitted Use then within three (3) months after the damage or destruction occurs, the Lessee must give the Council a notice either:
- 12.1.1.1 terminating this Lease (on a date at least one (1) month after the Lessee gives notice); or
  - 12.1.1.2 advising the Council that the Lessee (at the Lessee's costs) intends to repair or replace the Improvements so that the Lessee can occupy and use the Leased Area.
- 12.1.2 If the Lessee gives a notice under clause 12.1.1.2 but does not carry out the intention within a reasonable time, the Council may give notice to the Lessee that the Council intends to end this Lease if the Lessee does not complete the required works within a reasonable time (having regard to the nature of the required work).
- 12.1.3 If the Lessee does not comply with the Council's notice under clause 12.1.2, the Council may terminate this Lease by giving the Lessee not less than one (1) month's notice without any Claim by the Lessee against the Council.
- 12.1.4 If the Lessee gives a notice under clause 12.1.1.1 or the Lease is terminated by the Council under clause 12.1.3, the Lessee must at its costs comply with the obligation under clause 13.2.
- 12.1.5 Without limiting any other term of this Lease, the Lessee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred by the Council as a result of the Lessee failing to undertake and complete any works including any reasonable costs the Council may incur to return the Leased Area to the condition required under clause 13.2.

## 13. RETURN OF LEASED AREA ON EXPIRY OR TERMINATION

### 13.1 Expiry

This Lease will end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease.

### 13.2 Handover of possession

- 13.2.1 Before this Lease ends, the Lessee will to Council's reasonable satisfaction:
- 13.2.1.1 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all Improvements (and any other alterations and additions) made to the Leased Area by the Lessee;
  - 13.2.1.2 remove all of the Lessee's Equipment from the Leased Area;
  - 13.2.1.3 remove all Improvements (and any other alterations and additions) made by the Lessee and reinstate the Leased Area

to unimproved Park Lands setting (free of all built form and the Improvements); and

- 13.2.1.4 complete any other repairs which the Lessee is obliged to carry out under this Lease (if applicable).
- 13.2.2 If it is not practical for the Lessee to undertake and complete these requirements before the Lease comes to an end, then such works must be undertaken immediately after the Lease comes to an end, but in accordance with the reasonable requirements of the Council.
- 13.2.3 If at the time that possession of the Leased Area is given back to the Council, the Lessee has not complied with all or any of its obligations under this clause 13.2, the Lessee shall not be relieved of its obligation to comply with these requirements, or to compensate the Council for failure to do so, by reason of the fact that the Council has accepted or taken possession of the Leased Area.

### 13.3 **Holding over**

If with the Council's consent the Lessee continues to occupy the Leased Area after the end of this Lease, the Lessee does so as a monthly tenant which:

- 13.3.1 either party may terminate on one (1) month's notice given at any time; and
- 13.3.2 is on the same terms as this Lease.

## 14. **BREACH**

### 14.1 **Payment obligations**

- 14.1.1 The Lessee must make payments due under this Lease:
  - 14.1.1.1 without demand (unless this Lease provides demand must be made);
  - 14.1.1.2 without set-off, counter-claim, withholding or deduction;
  - 14.1.1.3 to the Council or as the Council directs; and
  - 14.1.1.4 by direct payment.
- 14.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment within fourteen (14) days of demand.

### 14.2 **Set off**

The Council may, by notice to the Lessee, set off against any amount due and payable under this Lease by the Council to the Lessee, any amount due and payable by the Lessee to the Council under this Lease.

### 14.3 **Council's rights on breach**

- 14.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease, and the Lessee fails to remedy that breach to the reasonable



satisfaction of the Council after being requested by the Council to do so, the Council may at any time come onto the Leased Area without notice and do all things necessary to remedy that breach.

- 14.3.2 The Lessee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred by the Council in that regard which the Council may recover from the Lessee as a debt due and payable within fourteen (14) days of demand.

#### 14.4 **Default, breach and re-entry**

In the event:

- 14.4.1 the Rent or any moneys (or part of any moneys) payable under this Lease are unpaid for the space of fourteen days (14) after legal demand has been made;
- 14.4.2 the Lessee commits, permits or suffers to occur any breach, or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of the Lease which remains unremedied for a period of 14 days after receipt of a demand to remedy the same (or in the case of repairs required to be effected by the Lessee, such repairs are not completed within a reasonable time);
- 14.4.3 of an Insolvency Event; or
- 14.4.4 the Leased Area is abandoned by the Lessee;

then despite any other clause of this Lease the Council at any time has the right to terminate this Lease, re-enter into and re-possess the Leased Area but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of the Lease.

#### 14.5 **Rights of Council not limited**

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee will not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 14.

#### 14.6 **Landlord and Tenant Act**

In the case of a breach or default of this Lease where notice is required to be given pursuant to Section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council.

## **14.7 Repudiation and damages**

- 14.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:
- 14.7.1.1 the obligation to pay Rent and any other moneys under this Lease;
  - 14.7.1.2 the obligations and prohibitions in relation to use of the Leased Premises;
  - 14.7.1.3 the obligations in relation to repair and maintenance;
  - 14.7.1.4 the obligations and restrictions in relation to the Improvements and any additions and alterations to the Leased Area; and
  - 14.7.1.5 the restriction on assignment, subletting and mortgaging.
- 14.7.2 If the Council accepts payment of Rent or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.
- 14.7.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may then at any time rescind this Lease by accepting that repudiation.
- 14.7.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term, or if the Lessee repudiates this Lease and the Council accepts that repudiation rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including Rent and other moneys which the Council would otherwise have received under this Lease had the Lessee not breached an essential term or repudiated this Lease.
- 14.7.5 The rights of the Council under this clause 14.7 and any action taken by the Council do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

## **14.8 Interest on overdue amounts**

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

## **15. INDEMNITY AND RELEASE**

### **15.1 Risk**

The Lessee occupies and uses the Leased Area at the Lessee's risk.

## 15.2 Indemnity

The Lessee is liable for and indemnifies the Council against all Claims for any Loss suffered directly or indirectly by the Council as a result of or in connection with the Lessee's use and occupation of the Leased Area including in connection with:

- 15.2.1 any neglect or default of the Lessee;
- 15.2.2 the overflow or leakage of water or any other harmful agent into or from the Leased Area;
- 15.2.3 any fire on or from the Leased Area; and
- 15.2.4 loss or damage to property or injury or death to any person caused by the negligence or default of the Lessee;

except to the extent caused or contributed to by the neglect or default of Council.

## 15.3 Release

The Lessee releases the Council from all Claims for any Loss occurring on the Leased Area except to the extent that they are caused by the Council's neglect or default.

## 15.4 Indemnities are independent

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

## 16. GOODS AND SERVICES TAX

### 16.1 Agreed consideration

If a GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with any supply under this Lease then:

- 16.1.1 the Agreed Consideration for that supply is exclusive of GST;
- 16.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and
- 16.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

### 16.2 Tax invoice

Where the Agreed Consideration is to be increased to account for GST under this clause 16, the Council will on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

### 16.3 Penalties and interest

If the Lessee does not comply with its obligations under this Lease or with its obligations under GST Legislation in connection with this Lease 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 amount of the penalties and interest.

## **17. DISPUTES RESOLUTION**

### **17.1 Dispute**

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

### **17.2 Notice of Dispute**

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

### **17.3 Effort to resolve**

For twenty (20) Business Days after the notice in clause 17.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

### **17.4 Mediator**

17.4.1 If the parties cannot resolve the Dispute under clause 17.3 within that period, they must refer the Dispute to a mediator.

17.4.2 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.

17.4.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.

17.4.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

### **17.5 Confidentiality**

Each party:

17.5.1 must keep confidential any information or documents disclosed in the dispute resolution process; and

17.5.2 may use that information or those documents only to try to resolve the Dispute.

### **17.6 Cost of dispute**

Each party to a Dispute must pay its own costs of complying with this clause. The parties to the Dispute must pay equally the costs of the mediator and any third party reports and enquiries requested by the mediator.

### **17.7 Breach of dispute clause**

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.

## 18. GENERAL

### 18.1 Costs

The Lessee must pay or reimburse to the Council:

- 18.1.1 if the Lessee has requested that this Lease be registered and this Lease is capable of registration, all government fees for registration of this Lease. If a lease plan is required to be prepared and registered before this Lease can be registered, then the Lessee must arrange and pay for the preparation and registration of that lease plan;
- 18.1.2 all of Council's legal and other costs incurred in respect to the negotiation, preparation and execution of this Lease; and
- 18.1.3 all reasonable legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee 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.

### 18.2 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.

### 18.3 Notice

- 18.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:
  - 18.3.1.1 in the case of the Lessee, if posted by pre-paid post or delivered to the last known address of the Lessee; and
  - 18.3.1.2 in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).
- 18.3.2 Notice served by pre-paid post will be deemed to have been given or served three (3) Business Days after posting.
- 18.3.3 Any notice may be signed on a party's behalf by its attorney, director, secretary, officer, solicitor or authorised agent.

### 18.4 Severance

If any part of this Lease is found to be invalid, void or unenforceable, then that part will be severed from this Lease and the remainder of this Lease will continue to apply.

**18.5 Special conditions**

Any Special Conditions will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those Special Conditions will prevail.

**18.6 Entire agreement**

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Leased Area and that no promises, representations or undertakings, other than those contained in this Lease, were made or given or relied upon.

**18.7 Resumption**

If the Council receives notice of resumption or acquisition of the Leased Area or any land affecting the Leased Area from or by any Statutory Authority or any body or authority of such Statutory Authority, then the Council may terminate this Lease by giving not less than three (3) months written notice to the Lessee. When such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

**EXECUTED AS AN AGREEMENT**

**COUNCIL**

**Signed** by an Authorised Officer for **THE CORPORATION OF THE CITY OF ADELAIDE** in the presence of:

.....  
Signature of witness

.....  
Signature of Authorised Officer

.....  
Name of witness (print)

.....  
Name of Authorised Officer (print)

**LESSEE**

[#insert form of execution]

## SCHEDULE

<b>ITEM 1</b> <b>Leased Area</b>	Portion of the Park Lands being the area outlined on the Plan
<b>ITEM 2</b> <b>Initial Term</b>	[#]years commencing [#insert date] ( <b>Commencement Date</b> ) and expiring at midnight [#insert date]
<b>ITEM 3</b> <b>Rent</b>	Two thousand dollars (\$2,000.00) per annum (exclusive of GST) (subject to special condition 1)
<b>ITEM 4A</b> <b>Review Dates</b>	[#insert date]
<b>ITEM 4B</b> <b>Review Dates</b>	[#insert date]
<b>ITEM 4C</b> <b>Review Dates</b>	[#insert date]
<b>ITEM 5</b> <b>Permitted Use</b>	[#]
<b>ITEM 6</b> <b>Public Risk Insurance</b>	\$20,000,000.00
<b>ITEM 7</b> <b>Special Conditions</b>	

**ANNEXURE A**  
**LEASED AREA**



## Response to Anti-Social Behaviour in the City

Strategic Alignment - Thriving Communities

Public

4 July 2023

City Community Services and Culture Committee

**Program Contact:**

Sarah Gilmour, Associate Director Park Lands, Policy & Sustainability

**Approving Officer:**

Iliia Houridis, Director City Shaping

---

## EXECUTIVE SUMMARY

The purpose of this report is to provide Council with information about steps being taken by multiple agencies through the State Government's Safety and Wellbeing Taskforce to respond to reported levels of increased anti-social behaviour in the city.

This report contains the information requested by the Council decision on 27 June 2023:

*“Request administration to provide an update to the elected body at the next appropriate committee meeting on any discussions (with stakeholders such as state government agencies, industry bodies, etc) and potential solutions on tackling the increasing anti-social behaviour taking place in the Adelaide CBD”.*

---

## RECOMMENDATION

### THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE

1. Notes the response SAPOL has implemented to address increasing anti-social behaviour in the Adelaide CBD.
  2. Notes the Safety and Wellbeing Taskforce is actively planning for short, medium and long term responses to anti-social behaviour and safety in the city.
-

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Enabling Priorities Action 5.3 Build on effective advocacy and partnerships locally, nationally and globally
Policy	City of Adelaide’s participation in the Safety and Wellbeing Taskforce aligns with Council’s Safer City Policy and Action Plan.
Consultation	Consultation is occurring with the Safety and Wellbeing Taskforce.
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	City of Adelaide continues to participate in the Safety and Wellbeing Taskforce to contribute to a multi-agency response to activity in the city and North Adelaide.
23/24 Budget Allocation	Participation in the Safety and Wellbeing Taskforce is within existing staff resourcing for 2023/2024.
Proposed 24/25 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
23/24 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

## DISCUSSION

1. The Safety and Wellbeing Taskforce (the Taskforce) was established by Cabinet in March 2021 to support the health and safety concerns of visitors from remote Aboriginal communities who sleep rough and/or remain at overcrowded tenancies.
2. The Taskforce is led by the Department of Human Services (DHS) and has senior representatives from State and local government.
3. The Taskforce has been meeting regularly since mid June 2023 in response to heightened levels of anti-social behaviour being experienced along North Terrace, around the train station, and the Riverbank Precinct.
4. A younger cohort of remote visitors, primarily from Alice Springs and to a lesser extent Western Australia have been identified as congregating in these locations and using alcohol excessively.
5. The behaviours include theft from bottle shops and hotels in the CBD and surrounding suburbs and violent behaviours. The cohort involved are using SA Housing Authority tenancies across metropolitan Adelaide for accommodation, community to the city by bus or train.
6. SAPOL has commenced an escalated, assertive response to the behaviours in North Terrace, providing additional patrols to ensure a highly visible response. The additional resources complement the work of Operation Paragon members and will act as a circuit breaker to reduce the incidence of anti-social behaviour.
7. In addition, SAPOL continues to work with the Licensing Commissioner and the Australian Hotels Association to enforce, educate and monitor the effectiveness of temporary alcohol sale restrictions in and around the CBD.
8. SAPOL advises that at this stage it is too early to comment on the effectiveness of the increased police response.
9. Through the Taskforce, SAPOL continues to be proactive in working with other support agencies and services to determine a long term strategy to address the issues of homelessness and displacement of vulnerable people.
10. The currently safety concerns are outside of considerations that are ongoing for remote and regional visitors in the Park Lands (southern Park Lands and Edwards Park), and homelessness support services.
11. The Taskforce is leading a coordinated response to Cabinet with recommendations about measures that can be implemented that will drive long term sustainable change and improved outcomes for the individuals. This may include suitable temporary accommodation such as hostels, culturally appropriate detox and rehabilitation and intensive case management.
12. City of Adelaide's commitment through the Taskforce is to identify a safe place/s to gather in the Park Lands. To date Council has supported short term responses in the Park Lands: Puti on Kurna Yerta in December 2021 located in Park 21 and the 2022/23 Summer Response in Park 23/Edwards Park.
13. Administration is finalising options for suitable sites with the appropriate infrastructure and amenity for further consideration by Taskforce and Council.

---

## ATTACHMENTS

Nil

---

- END OF REPORT -