

Andrew Daniels
Chair
South Australian Motor Sport Board

August 2026

Dear Mr Daniels,

2026 bp Adelaide Grand Final – Proposed Terms and Conditions for Prescribed Works Period

Thank you for your correspondence of 29 July 2026 responding to the City of Adelaide's submission regarding the 2026 bp Adelaide Grand Final and Associated Motor Sport Event.

I have previously acknowledged your response and now write to provide Council's proposed terms and conditions for the relevant prescribed works period under section 22 (2) of the *South Australian Motor Sport Act 1984* (the Act).

Following a detailed review of the response from the South Australian Motor Sport Board (SAMSB), I now set out in this letter below the terms and conditions that Council considers reasonable and necessary for or incidental to SAMSB's access to the land and the performance of its functions.

The City of Adelaide recognises the work undertaken by the SAMSB to modify the proposed Declared Area and respond to matters raised through the consultation process. In particular, we acknowledge the exclusion of the Butterfly Conservation Zone and adjacent conservation areas, the reduction in the area of Park 17 proposed for inclusion, and the commitment to maintain public access through the Park Lands where reasonably practicable.

Section 22 (2) of the Act provides for the SAMSB to exercise its powers during a prescribed works period subject to terms and conditions agreed with the relevant council. Section 22(3) specifically contemplates terms and conditions relating to the avoidance of unnecessary or reasonably avoidable interference with or damage to land, the protection of lawful activities, reimbursement of Council costs, compensation for damage or loss, and the management, protection and rehabilitation of land.

With this statutory framework in mind, the City of Adelaide proposes the following terms and conditions for agreement with SAMSB for the 2026 prescribed works period.

Condition 1: Declared Area – Butterfly Conservation Zone

The Butterfly Conservation Zone, together with the adjacent Revegetation Conservation Zone and Buffer Conservation Zones, is to remain excluded from the Declared Area and is not to be used for motor sport activities, event infrastructure, storage or other event-related purposes.

Condition 2: Carriageway Park / Tuthangga (Park 17)

The area of Park 17 included within the Declared Area is to be limited to the minimum area and time reasonably necessary for the operation of the event and associated pedestrian and shuttle access.

No motor sport activity or event infrastructure is to occur outside the agreed area.

Condition 3: Native Vegetation Site – per Management Agreement

The Native Vegetation Site must be protected and improved.

No buildings, structures or improvement shall be erected upon the Land that interferes with the continued existence of the Native Vegetation Site.

Only authorised City of Adelaide maintenance vehicles are permitted access to the Native Vegetation Site.

Condition 4: Protection of vegetation, biodiversity and Park Lands

SAMSB must ensure that all prescribed works avoid unnecessary or reasonably avoidable interference with or damage to vegetation, habitat, soil, drainage infrastructure, pathways and biodiversity values within or adjacent to the Declared Area.

Prior to commencement of prescribed works, SAMSB is to provide Council with an agreed environmental protection and monitoring plan identifying relevant exclusion zones, access routes, protection measures, monitoring arrangements, incident procedures and remediation requirements.

Condition 5: Ecological monitoring and remediation

SAMSB is to undertake pre-event and post-event ecological inspections of areas within and immediately adjacent to the Declared Area that may be affected by prescribed works.

The inspections are to be undertaken by appropriately qualified independent ecological professionals agreed with Council.

Any material damage or adverse ecological impact attributable to the prescribed works is to be documented and remediated at SAMSB's cost in accordance with a rehabilitation plan agreed with Council.

A post-event report is to be provided to Council following completion of the prescribed works and any required remediation.

Condition 6: Public pedestrian and cycling access

SAMSB is to maintain public pedestrian and cyclist access through the Park Lands to the maximum extent reasonably practicable throughout the prescribed works period.

Where closure of a pathway is necessary for safety or construction purposes:

- the closure is to be limited to the shortest reasonably practicable period;

- an accessible alternative route is to be provided;

- appropriate advance signage is to be installed; and

- the affected pathway is to be reinstated immediately following completion of the relevant works.

established Park Land user groups, businesses and adjacent residents should be informed in advance.

Closures and detours to be promoted by the SAMSB online and through social media.

The City of Adelaide notes SAMSB's advice that at least one east-west cycling route is intended to remain open, except where temporary closure is required for high-risk works, and proposes that this commitment form part of the agreed terms and conditions.

Condition 7: Protection and reinstatement of pathways

Existing permeable pathways within the Declared Area are to be protected from damage arising from prescribed works.

Where temporary access, construction or event activities result in damage to a pathway, SAMSB is to reinstate the pathway to its pre-event condition, or to an alternative standard agreed with Council, at SAMSB's cost.

Condition 8: Tree protection

No tree within the Declared Area is to be removed, pruned, damaged or otherwise interfered with as a consequence of prescribed works unless expressly agreed in writing with Council and all reasonable alternatives have been considered.

SAMSB is to work collaboratively with Council on the placement and protection of trees within areas affected by event infrastructure and prescribed works.

Condition 9: Tree canopy enhancement

SAMSB is to work with the City of Adelaide to identify additional tree planting and canopy enhancement arising from the event and to fund agreed planting, establishment and associated maintenance costs.

Condition 10: Replacement public toilet facility

The removal of the existing public toilet facility adjacent to the Criterium Track in Park 16 is to be conditional upon SAMSB funding the design, approvals, construction

and establishment of a replacement public toilet facility at a location agreed with Council and consistent with the Park 16 Master Plan.

Condition 11: Council costs

SAMSB is to reimburse the City of Adelaide for reasonable costs and expenses incurred by Council as a direct consequence of the prescribed works, including costs associated with inspection, monitoring, protection, reinstatement, remediation and additional Park Lands management requirements. These costs shall be provided by Council to SAMSB in advance of the event dates, or at a time otherwise agreed by both parties.

Condition 12: Damage, reinstatement and rehabilitation

SAMSB is to be responsible for the cost of repairing and reinstating Council-controlled land, infrastructure, vegetation, pathways and facilities damaged as a consequence of prescribed works or activities undertaken by or on behalf of SAMSB.

Reinstatement and rehabilitation are to be undertaken promptly and to the satisfaction of Council.

Condition 13: Monitoring, notification and compliance

SAMSB is to provide Council with reasonable access during the prescribed works period to inspect works and assess compliance with the agreed terms and conditions.

SAMSB is to immediately notify Council of any material incident involving damage to Park Lands land, vegetation, biodiversity values, infrastructure or public access.

SAMSB is to provide Council with a post-event report confirming completion of the agreed reinstatement, rehabilitation and other relevant obligations.

Condition 14: Financial assurance

Where an agreed environmental protection and risk assessment identifies a material risk of significant damage or remediation costs, the Council reserves the right to seek appropriate financial assurance from SAMSB to cover reasonable remediation and reinstatement costs.

Any financial assurance to be discussed and agreed with SAMSB, having regard to the identified risks and the nature and scale of the prescribed works.

Agreement and next steps

The Council considers that the above terms and conditions provide a practical framework for the conduct of the prescribed works, while recognising SAMSB's statutory functions and the City's responsibilities for the management, protection and rehabilitation of the Adelaide Park Lands.

The City would welcome the opportunity to meet with SAMSB to discuss the proposed terms and conditions and work towards an agreement in accordance with section 22 of the Act.

In particular, the City proposes that the agreed terms and conditions be documented in a form that clearly identifies the responsibilities of each party, the relevant timeframes, monitoring and reporting requirements, and the process for addressing any non-compliance or unforeseen impacts during the prescribed works period.

We look forward to working constructively with SAMSB to reach agreement.

Yours sincerely,

Jane Lomax Smith

Lord Mayor