

Consultation - 2026 bp Adelaide Grand Final Event – Terms and Conditions

Tuesday, 15 September 2026

Strategic Alignment - Our Community

City Infrastructure and Public Works Committee

Program Contact:

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Public

Approving Officer:

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EXECUTIVE SUMMARY

The purpose of this report is to seek Council endorsement on the key agreed Terms and Conditions for the 2026 bp Adelaide Grand Final (2026 ADLGF) Prescribed Works Period. The report seeks Council's approval for the CEO or delegate to finalise and execute the final Terms and Conditions between the South Australian Motor Sport Board and The Corporation of the City of Adelaide.

Section 22 of the *South Australian Motor Sport Act 1984* (the Act) gives the South Australian Motor Sport Board (SAMSB) broad powers to access a declared event area and undertake works associated with a motor sport event or other activities, 'reasonably necessary' or incidental to its functions. During a prescribed works period, the Act provides the SAMSB with 'free and unrestricted' access for specified categories of work.

However, the SAMSB must comply with terms and conditions designed to protect the land and require its rehabilitation, as agreed with the relevant council or land occupier. If agreement cannot be reached, the Minister can determine the conditions. For other matters outside the specified works, the council or occupier can impose conditions, subject to the Minister's power to overturn any condition considered unreasonable.

The Act specifically allows conditions aimed at preventing unnecessary damage to land and vegetation, protecting lawful activities, reimbursing councils for their costs and requiring rehabilitation of affected land, including land outside the declared event area.

RECOMMENDATION

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE RECOMMENDS TO COUNCIL
THAT COUNCIL

1. Receives the letter sent from Mr Andrew Daniels, Presiding Member South Australian Motor Sport Board, to the Lord Mayor on 4 September 2026, as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the City Infrastructure and Public Works Committee held on 15 September 2026.
2. Authorises the Chief Executive Officer or delegate to finalise and execute the final Terms and Conditions between the South Australian Motor Sport Board and The Corporation of the City of Adelaide for the 2026 bp Adelaide Grand Final.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community An interesting and engaging place to live, learn and visit. An inclusive, equitable and welcoming community where people feel a sense of belonging. Strategic Alignment – Our Economy Adelaide's unique experience and opportunities attract visitors to our City.
Policy	Community Land Management Plan (CLMP) for Victoria Park / Pakapakanthi (Park 16) Adelaide Park Lands Management Strategy Towards 2036.
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	<i>Local Government Act 1999 (SA)</i> <i>South Australian Motor Sport Act 1984 (SA)</i> <i>Adelaide Park Lands Act 2005 (SA)</i> <i>Landscape South Australia Act 2019 (SA)</i>
Opportunities	The proposed terms and conditions provide an opportunity to confirm environmental, community, asset protection and operational outcomes for the Adelaide Park Lands and the City of Adelaide while supporting the delivery of a major event.
26/27 Budget Allocation	Not as a result of this report
Proposed 27/28 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 2026 bp Adelaide Grand Final, with the end of the Prescribed Works Period proposed to be 7 February 2027.
26/27 Budget Reconsideration	Not as a result of this report
Ongoing Costs	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. On 27 May 2026, the South Australian Motor Sport Board (SAMSB) presented to Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) on the 2026 bp Adelaide Grand Final (ADLGF) and Associated Motor Sport Event, as part of the consultation required under Section 23 (4) of the *South Australian Motor Sport Act 1984* (the Act). The presentation was followed by a report on the SAMSB consultation presented by Administration.
2. On 2 June 2026, a CEO Briefing was held, at which the SAMSB presented on the 2026 ADLGF and Associated Motor Sport Event. Following the CEO Briefing, Administration presented a report to the City Community Services and Culture Committee on the SAMSB's Consultation on the 2026 ADLGF and Associated Motor Sport Event.
3. On 9 June 2026, Council noted the advice of the 27 May 2026 Kadaltilla meeting and approved the following recommendations of the 2 June 2026 City Community Services and Culture Committee: On 12 June 2026, the Lord Mayor wrote to Mr Andrew Daniels, Chair of the SAMSB, providing the feedback and resolutions of Kadaltilla and Council on the 2026 ADLGF and Associated Motor Sport Event consultation from Kadaltilla and Council.
4. On 29 July 2026, Mr Andrew Daniels responded to the Lord Mayor's 12 June 2026 letter, providing detailed responses.
5. On 18 August 2026, Council held a confidential Special Meeting. At that meeting, a confidential report titled 'State Government's Proposal for MotoGP in Eastern Park Lands of Adelaide' was presented and included the 29 July 2026 letter and detailed responses. Subsequently, confidentiality was partially lifted, and the resolution of the meeting and the letter were published.
6. On 21 August 2026, the Lord Mayor wrote to Mr Andrew Daniels, acknowledging his correspondence of 29 July 2026 and advising that a response would be sent in due course.
7. On 1 September 2026, Council approved a letter to Mr Andrew Daniels to be sent by the Lord Mayor proposing the terms and conditions for the 2026 bp Adelaide Grand Final.
8. On 4 September 2026, Mr Andrew Daniels responded to the Lord Mayor, noting that Conditions 1 (Butterfly Conservation Zone) and 2 (Use of Carriageway Park / Tuthangga) are agreed. Mr Daniels provided initial responses to the remaining proposed conditions with suggested clarifications. The letter is in **Attachment A**.
9. Administration proposes the following responses to finalise the key Terms and Conditions for the 2026 ADLGF consultation:

CoA Draft Terms and Conditions	Proposed Final Response (proposed changes in red text)
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.	 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.	 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.

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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.	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. <i>CoA Note: Under a Management Agreement with the Minister for Environment. (Landscape South Australia Act 2019), Council as the Owner is obligated to “protect and improve” the native vegetation site by agreement with the Minister.</i>
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.	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.	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. <i>CoA Note: SAMSB is asked to provide any ecological monitoring and remediation documentation it undertakes for the 2026 ADLGF as part of its operations under the South Australian Motor Sport Act.</i>

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	Major events of a similar scale would ordinarily require Development Approval, which may trigger an ecological assessment. However, section 25 (2) of the <i>South Australian Motor Sport Act</i> excludes the <i>Planning, Development and Infrastructure Act 2016</i> from applying to works or activities undertaken by, or with the approval of, the Board within a declared area. This means those works are not subject to the ordinary DA process.
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; • the affected pathway is to be reinstated immediately following completion of the relevant works; and • 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.	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; • the affected pathway is to be reinstated immediately following completion of the relevant works; and • 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 for the Event precinct closure from 12 midnight Wednesday 2 December 2026 to 6:00am Wednesday 2 December 2026. Where practical and safe an accessible alternative route will be provided.
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.	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.

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	The SAMSB's obligations under this condition are subject to any contributing factors that are the responsibility of Council.
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.	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. The requirements of this condition do not apply to emergency works that preclude prior written agreement with Council, however in such cases, Council will be notified as soon as reasonably practicable.
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.	SAMSB is to work with the City of Adelaide to identify any additional tree planting and canopy enhancement arising from the 2026 ADLGF event (if any). A condition to fund agreed planting, establishment and associated maintenance costs will be proposed as part of the Adelaide Circuit Redevelopment Project consultation, which is separate from this 2026 ADLGF consultation.
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.	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.	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 or traffic 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, on the basis of the same approach adopted with previous events, with costs agreed in advance where reasonably possible, noting remediation costs can be variable from year-to-year.

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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.	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.	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. Council will adhere to all site safety protocols and will bear its own costs for any non-requested inspections. SAMSB is to immediately notify Council of any material incident involving damage to Park Lands land, vegetation, biodiversity values, infrastructure or public access. SAMSB and Council are to establish an Operational Service Agreement governing the operational use of the Park Lands during the prescribed works period, including arrangements for irrigation, maintenance, inspections, handover and other agreed operational requirements. 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.	Refer to Condition 12, Council reserves the right to seek appropriate financial assurance from SAMSB to cover reasonable remediation and reinstatement costs.

South Australian Motor Sport Act 1984

10. On 10 September 2026, the Premier (being the Minister to whom the Act is for the time being committed), delegated all his powers and functions under the *South Australian Motor Sport Act 1984* and the *South Australian Motor Sport Regulations 2014* relating to the motor sport events known as the MotoGP Grand Prix of Australia (also known as the MotoGP), the Adelaide Grand Final (also known as the ADLGF) and any works associated with these events, to the Minister for Health and Wellbeing.

11. On 11 September 2026, the Minister for Health and Wellbeing, being the delegate for the Minister responsible for the *South Australian Motor Sport Act 1984*, declared the area, declared the period and declared the prescribed works period for the purpose of staging the 2026 ADLGF commencing 11 September 2026 and concluding on 7 February 2027.
12. The ADLGF is staged by the SAMSB pursuant to powers provided under the *South Australian Motor Sport Act 1984*.
13. Section 22 (2) of the Act provides that:
 - 13.1. (2) *The Board must, in exercising its powers under this section during a prescribed works period with respect to any relevant category of work, comply with—*
 - (a) *any terms and conditions from time to time agreed by the Board with any relevant council or any person having a right of occupation of the land or any part of the land; or*
 - (b) *failing such agreement in relation to any particular matter, any terms and conditions determined by the Minister.*
 - (2a) *The Board must, in exercising its powers under this section with respect to any matter that is outside the ambit of subsection (1a), comply with—*
 - (a) *subject to paragraph (b), any conditions determined by a relevant council or any person having a right of occupation of the land or any part of the land; or*
 - (b) *if the Minister considers, on application by the Board, that a condition under paragraph (a) is unreasonable—any conditions determined by the Minister.*
14. Section 22 (3) of the Act provides that:
 - 14.1. (3) *The terms and conditions that may be the subject of agreement or determination under subsections (2) and (2a) include (without limiting the generality of those subsections) terms and conditions—*
 - (a) *that limit or prevent any unnecessary or reasonably avoidable interference with or damage to the land or anything growing on or built on the land;*
 - (b) *that limit or prevent any unnecessary or reasonably avoidable interference with any activity that may be lawfully carried on on the land;*
 - (c) *that provide for reimbursement of costs or expenses that may be incurred by any relevant council;*
 - (d) *that provide for fair and reasonable compensation for any damage or loss that may be suffered by any person having a right of occupation of any part of the land; (e) without limiting a preceding paragraph, that provide for the management, protection or rehabilitation of land (including land outside the declared area that may be affected by the Board's activities).*

Next Steps

15. Subject to Council's endorsement, the aforementioned key Terms and Conditions for the 2026 bp Adelaide Grand Final will be sent to the South Australian Motor Sport Board.
16. Council authorises the Chief Executive Officer or delegate to finalise and execute the final Terms and Conditions between the SAMSB and The Corporation of the City of Adelaide on behalf of the Council.

ATTACHMENTS

Attachment A – Letter from Mr Andrew Daniels to the Lord Mayor on 4 September 2026

- END OF REPORT -