



The Right Honourable The Lord Mayor of Adelaide
Dr Jane Lomax-Smith AM
City of Adelaide
Via email: lordmayor@cityofadelaide.com.au

Dear Lord Mayor

Re: 2026 bp Adelaide Grand Final - Proposed Terms and Conditions for Prescribed Works Period

Thank you for your letter dated 2 September 2026 providing 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) for the 2026 Adelaide Grand Final event (the Event).

I note particularly that we are in agreement with Conditions 1 and 2 and these will be incorporated in the Declaration under section 20 of the Act. Initial responses to the remaining proposed conditions are outlined below with suggested clarifications on some items.

For completeness, the responses on behalf of the South Australian Motor Sport Board (SAMSB) are directed to the Event only. As you will appreciate from the below, some of the matters you have raised can and will be the subject of further discussion regarding the proposed Circuit Redevelopment Project under an additional process of consultation under section 23 of the Act.

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.

SAMSB Response: Agreed.

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.

SAMSB Response: Agreed.

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.

SAMSB Response: We confirm the Native Vegetation Site will be protected, however improvements to this area will be contemplated as part of the S23 consultation for the Adelaide Circuit Redevelopment works. Otherwise, that is with the words "and improved"

removed, this condition can be agreed.

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 Response: We agree with the intent of this condition, but propose that an environmental protection and monitoring plan can be provided for feedback from Council rather than having to agree the plan in advance of the prescribed works commencing. With this amendment, this condition can be agreed.

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 Response: Extensive documentation with photography is already prepared for handover of each area of the Park Lands which we believe to be adequate for said purpose. Subject to agreeing the scope of pre-event and post-event ecological inspections, we are open to considering this condition further, however we seek further clarification if this will be a requirement for all major events in the Park Lands as SAMSB consider it would be necessary for the Council to undertake consultation with the events industry, as this is a departure in the usual practices for major events.

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 Response: For clarity, SAMSB's advice was 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 Friday 20 November

2026 to 6:00am Wednesday 2 December 2026. Where practical and safe an accessible alternative route will be provided. With those amendments, this condition can be agreed.

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.

SAMSB Response: Subject to any contributing factors that are the responsibility of Council, this condition can be agreed.

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.

SAMSB Response: For the purposes of the Event prescribed works this condition can be agreed, subject to any urgent / emergency works that precludes advance agreement in writing with Council, but will be notified as soon as reasonably practical.

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 Response: This condition will not apply to the Event prescribed works, however will be contemplated as part of the S23 consultation for the Adelaide Circuit Redevelopment works.

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.

SAMSB Response: This condition will not apply to the Event prescribed works, however will be contemplated as part of the S23 consultation for the Adelaide Circuit Redevelopment works.

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 Response: Can be agreed 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.

Condition 12: Damage, reinstatement and rehabilitation

SAMSB is to be responsible for the cost of repairing and reinstating Council-controlled

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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 Response: Can be agreed, on the basis of how this has been done in previous event years.

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 Response: Can be agreed, noting Council will need to adhere to all site safety protocols and will bear its own costs for any non-requested inspections. Existing protocol will be followed for incident reporting and provision of post event reports to Council.

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.

SAMSB Response: We note the Council position to reserve its right, however this is otherwise covered under condition 12 where SAMSB is responsible for any necessary remediation costs.

We would be delighted to meet with Council to clarify anything further regarding the proposed terms and conditions, and would be happy to review a consolidated set of conditions in light of the responses above for the purposes of reaching agreement.

We note the existing City of Adelaide and SAMSB Working Group that was established in September 2024 and has been meeting regularly since. This continues to be a suitable forum for ongoing communication and consultation between parties for any Park Lands matters.

Please do not hesitate to contact Mark Warren, Chief Executive, via email to samsb@sa.gov.au.

Yours sincerely



Andrew Daniels

Presiding Member, South Australian Motor Sport Board

4 September 2026