

Attachment A**PROPOSED TERMS AND CONDITIONS – ADELAIDE CIRCUIT REDEVELOPMENT PRESCRIBED WORKS PERIOD (2 OCTOBER 2026 – 12 NOVEMBER 2027)**

Preliminary Provisions	
Application and responsibilities	The South Australian Motor Sport Board (SAMSB) must ensure that all prescribed works undertaken by or on its behalf, including works undertaken by DIT and its contractors, comply with these Terms and Conditions.
	These conditions do not constitute Council's endorsement of permanent works or displace any other applicable statutory requirements.
Approved works, governance and reporting	Before commencing works affecting Council land or assets, SAMSB must provide Council with a construction program identifying the location, nature, extent, duration and responsible delivery agency for the works.
	SAMSB must minimise the construction footprint and duration of occupation, including areas required for circuit infrastructure, runoff, safety infrastructure, drainage, services, construction, access, laydown and event infrastructure, to the minimum reasonably necessary, and notify Council in advance of any material changes affecting Council land, assets or services.
	SAMSB must provide Council with detailed plans and a project critical path (including construction program), identifying the permanent and temporary footprint, occupation periods, environmental and heritage impacts, public access and transport impacts, remediation obligations and material decision points requiring Council input.
	SAMSB must maintain a register of information requested by Council, identifying responsible officers, agreed response dates and outstanding matters. Information material to Council's statutory, land management or asset responsibilities must be provided sufficiently in advance of relevant project decisions.
Management plans:	Before commencing relevant works, SAMSB must provide Council with the applicable management plans including environmental protection, ecological monitoring, construction management, traffic and access, heritage and cultural heritage, asset protection, and rehabilitation.
	The plans must identify responsible parties, applicable standards, monitoring requirements, incident procedures and corrective actions, and must be agreed with Council insofar as they affect Council land, assets or management responsibilities.
	SAMSB must implement the agreed plans and ensure that relevant contractors comply with their requirements.
	SAMSB must publicly report on environmental impacts, Park Lands occupation, public access, transport disruption and remediation, identifying responsible parties, delivery timeframes and funding for rectification.

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Section 22(3)(a): Proposed conditions 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.	
Butterfly Conservation Zone and associated conservation areas	The Butterfly Conservation Zone, together with the adjacent Revegetation Conservation Zone and Buffer Conservation Zones, must remain excluded from the Declared Area and must not be used for motor sport activities, construction compounds, event infrastructure, storage, vehicle access or other event-related purposes. SAMSB must identify these areas in the applicable management plans and maintain appropriate exclusion and protection measures throughout the Prescribed Works Period.
Native Vegetation Area (the Native Vegetation Site protected under Council's management agreement with the Minister for Climate, Environment and Water)	SAMSB must protect the Native Vegetation Area subject to Council's management agreement with the Minister for Environment and ensure that prescribed works do not compromise Council's obligations to protect and improve the site. No buildings, structures or improvements may be erected on the site that interfere with its continued existence. Vehicle access must be restricted to authorised Council maintenance vehicles, except where otherwise expressly agreed by Council and permitted under the management agreement.
Protection of vegetation, biodiversity and Park Lands	SAMSB must 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. SAMSB must implement agreed environmental protection measures, including exclusion zones, construction access controls, erosion and sediment management, weed and pathogen controls, and protection of remnant vegetation, wetlands and other environmentally sensitive areas.
Tree protection	Noting the State Government ACR Project has advised that 377 trees will be removed within the Adelaide Park Lands, no additional trees within the Declared Area may be removed, pruned, damaged or otherwise interfered. SAMSB must implement agreed tree protection measures. Where emergency works preclude prior agreement, Council must be notified as soon as reasonably practicable.
Heritage and cultural heritage	SAMSB must identify and protect heritage places, structures, landscapes and archaeological features affected by the prescribed works, including the National Heritage values of the Adelaide Park Lands and City Layout. SAMSB must provide Council with relevant heritage assessments and implement an appropriate Cultural Heritage Management Plan developed through engagement with the relevant Kaurna cultural authorities, including procedures for unexpected discoveries and cultural heritage incidents.
Council-owned artworks	SAMSB must consult Council, as the owner of public artworks affected by the prescribed works, and obtain its prior written agreement for any removal, relocation, alteration or other interference, including arrangements for protection, conservation, storage and reinstatement. SAMSB must meet reasonable costs directly attributable to protecting, relocating, conserving or reinstating affected Council-owned artworks.
Council infrastructure and pathways	SAMSB must protect Council land, infrastructure and assets, including permeable pathways, roads, drainage, irrigation, lighting and public amenities, from unnecessary or reasonably avoidable damage arising

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	from the prescribed works. SAMSB must undertake agreed pre-construction condition assessments and must not materially alter, relocate, remove or replace Council-owned assets without prior consultation and agreed written arrangements with Council.
Adelaide Park Lands design standards	New, replacement or modified infrastructure that will become Council-owned or remain within Council-managed Park Lands must be designed in consultation with Council and in accordance with applicable adopted Council design standards. Any departure from an applicable adopted standard must be agreed with Council before implementation.

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Section 22(3)(b) Proposed conditions that limit or prevent any unnecessary or reasonably avoidable interference with any activity that may be lawfully carried on on the land:	
Staged Occupation	SAMSB must provide Council with a staged occupation and access plan identifying the commencement and completion dates for works in each affected Park Lands area, anticipated closures and the earliest practicable dates for reopening and reinstatement.
Public pedestrian and cycling access	SAMSB must maintain public pedestrian and cycling access through the Park Lands wherever reasonably practicable throughout the Prescribed Works Period. Unavoidable closures must be limited to the shortest reasonably practicable period, with safe and accessible alternative routes, advance signage, public notification and prompt reinstatement of affected pathways. SAMSB must provide advance notice to affected Park Lands user groups, businesses and adjoining residents and publish information about closures and detours through appropriate communication channels. SAMSB must ensure that public notifications of access restrictions, closures and alternative routes are communicated clearly, accurately and sufficiently in advance to enable affected users to plan accordingly.
Traffic, parking and accessibility	SAMSB must provide Council with detailed traffic and transport modelling addressing the impacts of prescribed works on road networks, parking, public transport, pedestrian and cycling movements, accessibility and emergency access. SAMSB must consult Council on traffic management plans, mitigation measures and implementation responsibilities before introducing arrangements affecting Council roads or public spaces. SAMSB must monitor construction-related traffic and access impacts and implement corrective measures where significant unanticipated impacts arise. SAMSB must ensure that public notifications of traffic, parking and accessibility impacts, including road closures, parking restrictions and alternative access arrangements, are communicated clearly, accurately and sufficiently in advance to enable affected users to plan accordingly.
Community facilities and lawful activities	SAMSB must minimise interference with lawful activities undertaken by community organisations, sporting clubs, businesses, leaseholders, licence holders and other Park Lands users. Where prescribed works materially restrict access, displace activities or affect community facilities, SAMSB must consult Council and affected users, provide reasonable advance notice and identify appropriate alternative arrangements or compensation. SAMSB must provide Council with an agreed schedule of affected facilities, closures, access restrictions and reinstatement timeframes with sufficient advance notice.
Construction management and public notification	SAMSB must manage construction activities to minimise unnecessary disruption to adjoining residents, businesses, community facilities and public spaces, including impacts from noise, vibration, dust, construction traffic and temporary infrastructure. SAMSB must provide sufficient advance notification of activities likely to cause material disruption and maintain an accessible complaints-

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Section 22(3)(b) Proposed conditions that limit or prevent any unnecessary or reasonably avoidable interference with any activity that may be lawfully carried on on the land:	
	management process, including designated contact officers, response timeframes and escalation procedures.
Camping and overnight occupation	SAMSB must not permit camping or overnight occupation associated with the project or event in Council-managed Park Lands. SAMSB must not promote or authorise camping on Council-managed land without the necessary authorisation and must promote lawful alternative accommodation and camping options, including correcting misleading third-party information where reasonably practicable.

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Section 22(3)(c): Proposed conditions that provide for reimbursement of costs or expenses that may be incurred by any relevant council	
Reimbursement of Council costs	SAMSB must reimburse Council for reasonable costs and expenses directly attributable to the prescribed works, including additional staffing, technical advice, inspections, monitoring, asset protection, traffic management, reinstatement and remediation. Council must provide estimates of anticipated costs in advance where reasonably practicable. Reimbursement must be managed through an agreed cost-recovery procedure that accommodates costs that cannot reasonably be quantified in advance.
Council capital works program	SAMSB must consult Council and agree arrangements to minimise and manage impacts on Council's approved 2026/27 and 2027/28 capital works program, including projects with an indicative combined value of approximately \$1.78 million (2026/27) that may require temporary or permanent deferral. SAMSB must reimburse Council for reasonable additional costs directly attributable to the deferral, redesign, relocation or rescheduling of affected projects, in accordance with agreed arrangements.
Infrastructure and operational costs	SAMSB must reimburse Council for reasonable additional costs incurred in protecting, maintaining, repairing or reinstating Council infrastructure and assets as a direct consequence of the prescribed works. Before Council accepts responsibility for new or modified infrastructure, the parties must agree on asset ownership, maintenance, renewal, indemnity, lifecycle costs and funding responsibilities.
Parking revenue and transport costs	SAMSB and Council must identify the financial impacts of the prescribed works on approximately 500 Council-controlled on-street parking spaces, with an indicative annual revenue impact of \$180,000, subject to verification. The parties must agree on a methodology for assessing demonstrable parking revenue losses and appropriate reimbursement arrangements, together with the recovery of reasonable additional traffic and parking management costs attributable to the prescribed works.
Financial assurance	Where an agreed risk assessment identifies a material risk of significant damage or remediation costs, Council may seek appropriate financial assurance from SAMSB. Any financial assurance must be agreed between the parties, having regard to the identified risks, the nature and scale of the prescribed works and the obligations to be secured.

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Section 22(3)(d): Proposed conditions 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;	
Affected occupiers	SAMSB must identify, in consultation with Council, persons having a right of occupation of land affected by the prescribed works and provide reasonable advance notice of activities that may materially affect their occupation, access or facilities. Where impacts are unavoidable, SAMSB must consult affected occupiers and Council regarding appropriate mitigation and alternative arrangements.
Compensation	SAMSB must provide fair and reasonable compensation for damage or loss suffered by persons having a right of occupation of affected land as a consequence of the prescribed works. SAMSB must establish an accessible claims and dispute-resolution process, including reasonable assessment timeframes and consideration of the nature, extent and duration of the damage or loss. The provision of alternative arrangements must not, of itself, extinguish an eligible occupier's entitlement to compensation.

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Section 22(3)(e) Proposed conditions that, without limiting a preceding paragraph, provide for the management, protection or rehabilitation of land (including land outside the declared area that may be affected by the Board's activities	
Commonwealth environmental requirements pursuant to the EPBC Act	SAMSB must provide Council with the outcome of the Commonwealth EPBC Act self-referral process and incorporate any applicable approval conditions and mitigation requirements into the relevant environmental and heritage management plans.
Environmental management	SAMSB must prepare and implement an agreed Environmental Protection and Monitoring Plan for land within and outside the Declared Area that may be affected by its activities. The plan must establish baseline environmental conditions and specify exclusion zones, protection measures, incident response procedures, corrective actions and rehabilitation obligations. The plan must demonstrate how the Victoria Park / Pakapakanthi Remnant Vegetation Management Plan, Adelaide Park Lands Management Strategy and relevant biodiversity and conservation management plans will be implemented. Appropriately qualified independent ecological experts and Traditional Owners must be involved in establishing and reviewing the environmental protection measures.
Independent ecological monitoring	SAMSB must engage appropriately qualified independent ecological professionals, agreed with Council, to independently assess compliance with the Environmental Protection and Monitoring Plan and monitor ecological impacts on land within and adjacent to the Declared Area. Independent monitoring must commence before construction and continue through construction, events, bump-out, reinstatement and subsequent event cycles. It must include publicly reported baseline data, cumulative impact assessments and agreed performance measures, with measurable thresholds that trigger corrective action. SAMSB must provide Council with the independent monitoring reports and, at its cost, implement corrective actions and remediate material ecological impacts attributable to the prescribed works in accordance with the agreed rehabilitation plan.
Tree canopy enhancement and replacement planting	SAMSB must work with Council to identify opportunities for additional tree planting and canopy enhancement arising from the Adelaide Circuit Redevelopment Project. SAMSB must fund agreed planting, establishment and maintenance costs, with species, locations, performance measures and responsibilities documented in the applicable management plan. Replacement planting must not be treated as a substitute for protecting existing significant trees, remnant vegetation or established ecological values.
Rehabilitation and reinstatement	SAMSB must prepare and implement an agreed Rehabilitation and Reinstatement Plan for Council land, vegetation, pathways, infrastructure and facilities affected by the prescribed works.

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Section 22(3)(e) Proposed conditions that, without limiting a preceding paragraph, provide for the management, protection or rehabilitation of land (including land outside the declared area that may be affected by the Board's activities	
	Reinstatement must be undertaken promptly, at SAMSB's cost and to the pre-existing condition or an alternative standard agreed with Council, having regard to ecological function, amenity and applicable Council standards. The plan must identify delivery milestones, performance measures, inspections, maintenance responsibilities and arrangements for any obligations extending beyond the Prescribed Works Period. SAMSB's reinstatement obligations must have regard to any contributing factors that are the responsibility of Council.
Operational Service Agreement	SAMSB and Council must establish an Operational Service Agreement governing the use and management of affected Park Lands during the Prescribed Works Period. The agreement must address irrigation, grounds maintenance, asset protection, inspections, access, incident management, handover and associated costs, without diminishing SAMSB's obligations under these Terms and Conditions.
Monitoring, notification and compliance	SAMSB must provide Council with reasonable access to inspect prescribed works and assess compliance with these Terms and Conditions, subject to applicable site safety requirements. SAMSB must promptly notify Council of material incidents affecting Park Lands land, vegetation, biodiversity, infrastructure or public access and provide regular compliance reports identifying risks, incidents and corrective actions. Council must comply with applicable site safety requirements and bear its own costs for non-requested inspections, except where otherwise agreed.
Completion and handover	SAMSB must undertake joint completion inspections with Council and provide a consolidated register of outstanding defects, rehabilitation, monitoring, asset transfers and financial obligations. SAMSB and Council must agree on responsibility, funding and timeframes for completing outstanding obligations before affected land or assets are returned to Council's care, control or management. SAMSB must provide a final completion report and ensure that obligations extending beyond the Prescribed Works Period are secured through appropriate enforceable arrangements.