

NOTICE OF MEETING

Notice is hereby given that a meeting of the Council will be held in the

Council Chamber - Glenelg Town Hall Moseley Square Glenelg

23 September 2025 at 7:00pm

Pamela Jackson

Chief Executive Officer



1. Opening

The Mayor will declare the meeting open at 7pm.

2. Kaurna Acknowledgement

We acknowledge Kaurna people as the traditional owners and custodians of this land.

We respect their spiritual relationship with country that has developed over thousands of years, and the cultural heritage and beliefs that remain important to Kaurna People today.

3. Service to Country Acknowledgement

The City of Holdfast Bay would like to acknowledge all personnel who have served in the Australian forces and services, including volunteers, for our country.

4. Prayer

Heavenly Father, we pray for your presence and guidance at our Council Meeting. Grant us your wisdom and protect our integrity as we carry out the powers and responsibilities entrusted to us on behalf of the community that we serve.

5. Apologies

- 5.1 Apologies received
- 5.2 Absent Councillor Anthony Venning (Approved Leave of Absence)

6. Items Presented to Council

7. Declaration Of Interest

If a Member has an interest (within the terms of the Local Government Act 1999) in a matter before the Council they are asked to disclose the interest to the Council and provide full and accurate details of the relevant interest. Members are reminded to declare their interest before each item.

8. Confirmation Of Minutes

That the minutes of the Ordinary Meeting of Council held on Tuesday 9 September 2025 be taken as read and confirmed.

9. Public Presentations

- 9.1 **Petitions** Nil
- 9.2 **Presentations** Nil

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9.3	Deputations - Nil
5.5	Deparations iti

10. Questions by Members

10.2 On Notice

- 10.2.1 Algal Bloom Councillor Miller (Report No: 319/25)
 10.2.2 Regional Landscape Levy Councillor Miller (Report No: 320/25)
 10.2.3 Heritage Review Status Update Councillor Miller (Report No: 321/25)
 10.2.4 Social Media Influencers Councillor Miller (Report No: 322/25)
- Jetty Road Heritage Markers Councillor Miller (Report No: 323/25)
 Bin Latches for Residents Councillor Lindop (Report No: 324/25)
- 10.2.7 Harmful Algal Bloom Response Mayor Wilson (Report No: 325/25)

11. Member's Activity Reports - Nil

12. Motions on Notice – Nil

12.1 Motion on Notice – Holdfast Bay Dog Club – Councillor Bradshaw (Report No: 326/25)

13. Adjourned Matters

13.1 Adjourned Report – Seaford Rail Corridor Licence (Report No: 308/25)

14. Reports of Management Committees and Subsidiaries

14.1 Minutes – Jetty Road Mainstreet Committee – 3 September 2025 (Report No: 317/25)

15. Reports by Officers

- 15.1 Items in Brief (Report No: 314/25)
- 15.2 Monthly Financial Report August 2025 (Report No: 315/25)
- 15.3 2024-2025 Event Season Summary (Report No: 318/25)
- 15.4 Western Adelaide Tourism Alliance Tourism Destination Action Plan 2025-2029 (Report No: 328/25)
- 15.5 Biodiversity Assessments (Report No: 316/25)
- 15.6 Lease Renewal Rotary Club of Somerton Park (Report No: 307/25)
- 15.7 Licence Coles Toilet Block (Report No: 310/25)
- 15.8 Extension of Lease Seacliff Hockey Club (Report No: 311/25)
- 15.9 Hire Agreement with Westminster Hockey Club Seacliff Hockey Club (Report No: 313/25)
- 15.10 Extension of Lease Brighton Lacross Club (Report No: 306/25)
- 15.11 Sub-Licence with Brighton Cricket Club Brighton Lacross Club (Report No: 309/25)
- 15.12 Sub-Licence with Brighton Bomers Athletics Brighton Rugby Club (Report No: 312/25)

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16. Resolutions Subject to Formal Motions

Presented for the information of Members is a listing of resolutions subject to formal resolutions, for Council and all Standing Committees, to adjourn or lay on the table items of Council business, for the current term of Council.

17. Urgent Business – Subject to the Leave of the Meeting

18. Items in Confidence

18.1 Brighton Beachfront Holiday Park – Extension of Management Agreement (Report No: 327/25)

Pursuant to Section 83(5) of the *Local Government Act 1999* the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council considers the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- d. commercial information of a confidential nature (not being a trade secret) the disclosure of which
 - could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - ii. would, on balance, be contrary to the public interest.

19. Close

Pamela Jackson

Chief Executive Officer

Council Meeting: 23 September 2025 Council Report No: 319/25

Item No: 10.2.1

Subject: QUESTION ON NOTICE – ALGAL BLOOM – COUNCILLOR MILLER

Question

Councillor Miller asked the following question:

"Is there a communicated plan from the state government regarding the algal bloom for the summer season?"

Background

The ongoing algal bloom is causing anxiety in the community for summer trade, and it would be beneficial if the state government has a communicated summer trade plan to support our coastal communities.

Answer - General Manager Assets and Delivery

State Government is convening a Weekly Local Government Algal Bloom meeting. At the last meeting, DPC confirmed that State Government is formulating a 'Summer Plan' and that this will likely focus on three over-arching pillars:

- 1. Assuring the coastal way of life for the community and marine environment.
- 2. Ensuring environment and ecological resilience, given the impact on the marine environment and industries.
- 3. Strengthening the economy and industry, supporting sectors impacted by the bloom.

The draft Plan will be submitted to Government for consideration in the coming weeks. A further update will be provided to Council as soon as more information is available.

Item No: 10.2.2

Subject: QUESTION ON NOTICE – REGIONAL LANDSCAPE LEVY – COUNCILLOR

MILLER

Question

Councillor Miller asked the following question:

"What is the legislative basis of the regional landscape levy?"

"Can local government refuse to collect the levy?"

Background

Because the regional landscape levy is collected by council on behalf of another jurisdiction, I would be interested to know what the governance conditions are. In many cases in government, it is convention for each level to be responsible for their own collection of public funds.

Answer – Manager Finance

The legislation requiring all councils to collect a regional landscape levy on all rateable properties is laid out under the *Landscape South Australia Act 2019*. This legislation replaced a similar arrangement detailed in the repealed *Natural Resources Management Act 2004*.

The levy helps to fund the operations of regional landscape boards, which are responsible for managing South Australia's natural resources. These responsibilities include regional landscape planning, water allocation planning, community capacity building, education, and compliance activities.

Under section 66 of the *Landscape South Australia Act 2019*, constituent councils within the region of a regional landscape board are required to contribute an amount determined by that board. In metropolitan Adelaide, this responsibility applies to councils within the jurisdiction of the Green Adelaide Board.

Section 69 of this Act also stipulates that, to recover the amounts contributed to a regional landscape board, constituent councils must impose a regional landscape levy on rateable land. This levy is to be administered as a separate rate in accordance with Chapter 10 of the *Local Government Act 1999*.

Therefore, councils do not have discretion to opt out of collecting the levy. The legislation clearly states that councils **must** impose the levy to reimburse themselves for the amount contributed to the regional landscape board.

In accordance with the regulatory requirements, this separate levy is clearly itemised as a distinct line on ratepayers' rate notices, enabling each ratepayer to identify their individual contribution to the regional landscape board. Council subsequently receives a quarterly

Council Meeting: 23 September 2025 Council Report No: 320/25

invoice from Green Adelaide for the total amount payable. Amounts collected and remitted are then reconciled, with council receiving a collection fee from Green Adelaide for administering the process – \$9,703 in 2025-26.

Item No: 10.2.3

Subject: QUESTION ON NOTICE – HERITAGE MARKER STATUS UPDATE –

COUNCILLOR MILLER

Question

Councillor Miller asked the following question:

"Can administration please provide an update on the ongoing heritage review with proposed timeframes on achieving next steps?"

Background

The review was first initiated in 2021. Community members are keen to know when they can see new heritage properties in our city protected.

Answer – Manager Development Services

The heritage review commenced in 2021 as a defined investigation of a limited number of properties from the Art Deco era resulting in the nomination of 21 properties for heritage listing. Upon completion of that review, the investigation was expanded to include an additional 155 properties by resolution of Council in late 2024. The review is currently at the stage where the 155 properties are undergoing an in-house desktop review. Whilst the intent remains to complete the desktop review by mid-2026 and proceed to the investigation stage shortly after, should the substantive heritage review take longer than anticipated, the already completed investigation of properties from the Art Deco era can be prioritied as a separate and exclusive Code Amendment as originally intended.

Council Meeting: 23 September 2025 Council Report No: 322/25

Item No: 10.2.4

Subject: QUESTION ON NOTICE – SOCIAL MEDIA INFLUENCERS – COUNCILLOR

MILLER

Question

Councillor Miller asked the following question:

"How much has council allocated in spending towards social media influencers for Transforming Jetty Road entry statement?

What are the key returns on the investment?

Are these returns measured and do they form part of the contract for service? "

Background

It is important we know exactly what service we are receiving to ensure value for money.

Answer – General Manager, Community and Business

A total of \$3,000 budget has been allocated for influencer content associated with the project.

It is too soon to know the numbers of reach and key returns at the time of writing this report. A verbal update will be provided to Elected Members at the meeting.

Council Meeting: 23 September 2025 Council Report No: 323/25

Item No: 10.2.5

Subject: QUESTION ON NOTICE – JETTY ROAD HERITAGE MARKERS –

COUNCILLOR MILLER

Question

Councillor Miller asked the following question:

"What is the status of the heritage plaques for Jetty Road east end?"

Background

The retention of heritage markers forms a part of the Transforming Jetty Road project, including the addition of a marker for the old cinema.

Answer - Project Manager Transforming Jetty Road

Both the existing heritage marker in front of 97 Jetty Road, Glenelg and the newly proposed Ozone Theatre heritage marker are awaiting arrival for installation. The installation is planned for early October. Once the installation is completed a further update will be provided.

Item No: 10.2.6

Subject: QUESTION ON NOTICE – BIN LATCHES FOR RESIDENTS – COUNCILLOR

LINDOP

Question

Councillor Lindop asked the following question:

"Has the City of Holdfast Bay considered, or is it currently considering, making bin latches available to residents to help prevent litter escaping from bins during windy conditions?"

Background

As a coastal city, it is common to see bin lids fly open in strong winds, resulting in rubbish being blown into our streets, parks, and beaches. Other councils, including the City of Onkaparinga, have implemented solutions such as the subsidised **SafeWaste bin latch**, which secures bin lids during windy conditions and automatically releases during kerbside collection.

The "bin latch" was trialled by the City of Onkaparinga to address safety concerns with residents using rocks or bungee cords to secure bins, and to prevent litter from escaping or being scattered by birds. Following the trial, Onkaparinga now offers latches to residents for \$7.50 each (50% subsidised), available through their customer service offices.

The key benefits of this approach include:

- Improved safety by avoiding makeshift solutions that pose risks to residents and collection trucks
- Reduced litter escaping during windy conditions, especially in coastal areas
- Easy to use and compatible with existing collection processes

Answer - Team Leader Environment and Coast

We are aware of the City of Onkaparinga offer of bin latches for residents. We did start an informal trial of these a few years ago but as it was informal, other priorities took over. We would be happy to look into this, although we are not aware of any interest from the community.

Noting the financial implications of offering such a subsidised service, this could be put forward as a 2026/27 New Initiative.

Item No: 10.2.7

Subject: QUESTION ON NOTICE – HARMFUL ALGAL BLOOM RESPONSE – MAYOR

WILSON

Question

Mayor Wilson asked the following question:

Can the Chief Executive Officer please advise:

- Whether SA Health is currently testing for brevetoxins in the waters of Holdfast Bay, and if so, how the results and related public health information are being communicated to Council.
- 2. Whether Council is being consulted in the development of SA Health's summer management plan in relation to harmful algal blooms and associated public health risks."

Answer – Team Leader Environment and Coast

SA Health does not test for brevetoxins. These are tested for in the SA Shellfish Quality Assurance Program, which is carried out by the Department of Primary industries and Regions and the South Australian shellfish industries. This program monitors water quality in shellfish harvesting areas of the state, where oysters, mussles, cockles and scallops are harvested. There has been no communication about brevetoxin testing in any other areas.

In the past brevetoxin testing had to be sent to New Zealand, however, in the near future, it will be done by the new national testing facility that will be situated in Thebarton. All available information suggests that the immediate focus will be on shellfish testing.

- The State Government is convening a Weekly Local Government Algal Bloom meeting. At the last meeting, The Department of Premier and Cabinet (DPC) confirmed that State Government is formulating a 'Summer Plan' and that this will likely focus on three over-arching pillars:
 - Assuring the coastal way of life for the community and marine environment.
 - Ensuring environment and ecological resilience, given the impact on the marine environment and industries.
 - Strengthening the economy and industry, supporting sectors impacted by the bloom.

The draft plan will be submitted to Government for consideration in early October. A further update will be provided to Council as soon as more information is available.

Item No: 12.1

Subject: MOTION ON NOTICE – HOLDFAST BAY DOG CLUB – COUNCILLOR

BRADSHAW

Proposed Motion

Councillor Bradshaw proposes the following motion:

That Council writes to inform the Holdfast Bay Dog Club they are required to provide the following documentation required under their lease:

- Minutes of Annual General Meeting held 20 September 2025;
- Annual Report and Audited Financials for the 2024 financial year;
- 2025 Budget;
- Certificate of Currency for contents insurance;

by no later than 30 November 2025, after which time Council will consider whether an extension of the expired lease should be granted.

Item No: 13.1

Subject: ADJOURNED REPORT – SEAFORD RAIL CORRIDOR LICENCE

Summary

At its meeting held on 8 April 2025, Council resolved to adjourn Report No: 97/25 Seaford Rail Corridor Licence to a subsequent Council meeting to seek advice on the indemnity relating to contamination.

Legal advice has been obtained and indicates that these types of clauses are common, with a Licensee occupying land at its own risk. However, what is not standard is the unqualified indemnity in the agreement for all contamination, including where the department remains liable under the EPA. Having been advised it is unlikely that Council would be successful in negotiating an amendment, particularly given Council has been in control of the site for 10 years, a decision will need to be made whether licencing of the land continues, or is terminated.

Motion

From Council Meeting 8 April 2025:

 That Council enters into a new Licence Agreement with the Minister for Infrastructure and Transport for a term of five years commencing 1 August 2024 over the whole of the land contained within Certificates of Title:

Volume 6168 Folio 475

Volume 6149 Folio 871

Volume 6150 Folio 321

Volume 5818 Folio 278

Volume 5697 Folio 48

Volume 6150 Folio 320

Volume 5837 Folio 188

Volume 5856 Folio 492

Volume 5855 Folio 957

Volume 5948 Folio 233

Volume 5696 Folio 775

Volume 5856 Folio 491

Volume 5855 Folio 963

Volume 6149 Folio 865 and

Volume 6168 Folio 205 (Rail Reserves).

 That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Licence over the Rail Reserves provided as Attachment 1 to this report.

Recommendation

 That Council enters into a new Licence Agreement with the Minister for Infrastructure and Transport for a term of five years commencing 1 August 2024 over the whole of the land contained within Certificates of Title:

Volume 6168 Folio 475

Volume 6149 Folio 871

Volume 6150 Folio 321

Volume 5818 Folio 278

Volume 5697 Folio 48

Volume 6150 Folio 320

Volume 5837 Folio 188

Volume 5856 Folio 492

Volume 5855 Folio 957

Volume 5948 Folio 233

Volume 5696 Folio 775

Volume 5856 Folio 491

Volume 5855 Folio 963

Volume 6149 Folio 865 and

Volume 6168 Folio 205 (Rail Reserves).

 That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Licence over the Rail Reserves provided as Attachment 1 to this report.

Background

Council currently occupies and maintains 10 parcels of land within the Seaford Rail Corridor which includes the Brighton Pump Track, shared use paths and native vegetation reserves. With the current Licence between the Rail Commissioner and Council having expired, a report was presented to Council on 8 April 2025 seeking approval to enter into a new agreement for a period of five years.

Refer Attachment 1

Council resolved that the report be adjourned to allow Administration time to seek advice on the indemnity relating to contamination. The report was adjourned under regulation 19 of the *Local Government (Proceedings at Meetings) Regulations 2013.*

Council needs to determine the outcome of the adjourned motion from the meeting held on 8 April 2025 before any new motion can be considered, with the debate to commence at the point of interruption. Councillor Lindop has the right of reply as the mover.

Report

Administration undertook a review to find evidence of any soil tests previously undertaken within these parcels of land. There is no evidence soil tests have been undertaken. In relation to the pump track site, it is understood that a large amount of fill was brought in from the old Brighton Town Hall site, with specialised clay soil brought in to build the jumps. Therefore, it should be assumed that there is contaminated soil at that site.

Legal advice was sought in relation to the indemnity clause in the licence. The advice is these types of clauses are common in commercially prepared agreements. Broadly speaking, a Licensee occupies and uses land at its own risk, and in the absence of warranties from the Licensor as to its suitability or fitness for purpose for carrying out the permitted use.

However, the unqualified indemnity in the agreement that includes liability for all contamination, including that which the Licensor remains liable for under the *Environmental Protection Act 1993* (EPA Act), is not standard. It has been suggested one way to alleviate this is to seek an amendment to the clause. Both our lawyer and Local Government Risk Services (LGRS) have drafted possible limitation of liability clauses:

- Lawyer focusing on limiting our liability to exclude the Licensor's statutory liability.
- LGRS making our liability subject to Council's insurers and underwriters accepting a claim and it not exceeding the level of cover held.

However, both parties concede that it is highly unlikely the Licensor would accept this, particularly given council has had control of the sites for 10 years, and baseline data of the site at handover is not available.

Furthermore, it needs to be understood that statutory liability (under the EPA Act) sits above contractual liability (clause within the Licence). This means the Licensor cannot rely on what is within the Licence to get out of liability under the EPA Act as landowner. However, a contract to a third party (Council) can indemnify the landowner from site remediation.

Generally speaking, the entity who causes contamination is primarily responsible. This could either be whoever physically causes the contamination or, in the case of a change of land use to a more sensitive use, the entity who changes the land use.

Where the polluter is not the property owner, and in the event it isn't practical to hold the polluter responsible, the landowner will be responsible. In relation to our specific case, if land is contaminated as a consequence of previous rail related activities undertaken by the Licensor, then they will remain legally responsible under the EPA.

The exception to this, which is highly relevant to this situation, is where there has been a subsequent change of land use. If council has changed the use, such as from railway to usable open space, then on the face of it, it may have statutory liability. Whereas if the open space use was established prior to council's involvement, or if the land has remained unused since council acquired control, then the Licensor would remain liable. Further complicating matters is the varying site uses and uncertain history across many locations.

With this in mind, it is entirely possible that even with the amendment or removal of the contamination clause, Council may have some level of statutory liability at some of the sites.

Option 1 – Accept the Liability

If Council is the party that has the effective control of the land and is inviting people on to the land, it is to be expected that the Licensor assumes we take on the risk. If there was no licence, the land would likely be fenced off and people wouldn't be there. Therefore, if a person is exposed to contamination, this typically would sit with the Licensee.

Council has no reason to doubt the risk is low having regard to the nature of the activities being conducted onsite. We understand other Councils along the Seaford Rail Corridor have entered into similar agreements. Entering into a new five-year Licence, largely on the same terms and conditions which have been in place for the past decade, would see continuation of access to spaces for the community.

Option 2 – Hand the Land Back

Should Council wish to terminate the existing Licence it is holding over under and hand the land back, they will be required to reinstate the land, at its cost, to the same condition it was in upon taking possession. The cost of doing so cannot be quantified at this time, as it would be subject to negotiation with the Licensor. Under a worst-case scenario, they may wish to have all improvements removed including the dirt jumps, water connections, seating, barbeque and shelters, particularly if they choose to fence off the land and exclude the public. As part of reinstatement Council must satisfy itself that any underlying contamination has not been disturbed or presents a risk to the public.

In the event the land does not exclude the public after termination of the licence, and it remains unfenced, ongoing liability remains as per statutory liability under the EPA may continue. If the Licensor does not adequately fence the land, then it remains primarily liable for any contamination-related injury or harm. However, if the Council has made improvements or changed the use of the land in a way which has disturbed pre-existing dormant contamination/pollutants in the soil, Council will still be exposed to liability. Council may wish to mitigate any risk of becoming liable by placing adequate signage at appropriate locations along the perimeter to warn the public of the risk of contamination. Alternatively, request the Licensor to install such signage. However, given several of the sites are used as biodiversity corridors, this is likely not practical as the community expectation would be that this work continues.

Council has been actively managing Tweeddale and Cedar Avenue Reserves as well as Maitland Avenue as biodiversity corridors for several years alongside volunteers from the local community. Railway Terrace was revegetated in collaboration with residents through a new initiative in 2022-23, and is now managed by those residents, with environment and Open Space team support. Kauri Parade West was revegetated through a new initiative in 2023-24 and is now co-managed with Railcare volunteers and DIT. Silver Avenue was revegetated in 2022-23 as part of a Green Adelaide grant that was matched by Council. All these sites showed significant improvements through the updated Biodiversity Assessments undertaken initially in 2018 and redone during the 2024-25 financial year. Many of these programs cover both land within the proposed Licence and land owned by Council.

Option 3 – Renegotiate the Licence Terms

Council has had control of the sites for 10 years, made significant improvements and changes to the land, disturbed soil and imported foreign soil. Attempting to negotiate the removal of the contamination clause, or addition of a Limitation to Liability clause, based on advice, is highly unlikely to be successful. It also only addresses contractual liability and fails to address any potential statutory liability under the EPA.

Summary

Over the course of the past decade, little or no apparent issues concerning contamination have been raised. It would seem that Council's exposure to liability is minimal and largely cannot be changed without significant reinstatement works. It also needs to be considered that there are other parcels of land along the rail corridor for which Council both owns and controls, that assume similar levels of risk.

Given the significant reputational risk which exists should Council relinquish these sites, the best course of action is to endorse the licence as previously recommended.

Budget

Delivery of the maintenance works are currently already in place and is factored into Council's Annual Business Plan for 2025-26.

Life Cycle Costs

Council's ongoing annual maintenance costs, should they continue to Licence the land, is estimated as follows:

Open Space Wages (including Superannuation)	\$3,020
Pump Track Maintenance	\$2,000
Environmental Program – Cedar Avenue	\$4,060
Environmental Program – Railway Terrace	\$1,958
Environmental Program – Tweedale Avenue	\$3,190
Environmental Program – Kauri Parade West	\$4,208

Strategic Plan

Vision – creating a welcoming and healthy place for everyone.

Council Policy

Asset Management Policy Tree Management Policy

Statutory Provisions

Environment Protection Act 1993 Local Government Act 1999, section 232 Local Government (Proceedings at Meetings) Regulations 2013, regulation 19

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



Item No: 15.4

Subject: SEAFORD RAIL CORRIDOR LICENCE

Summary

Council currently occupies and maintains 10 parcels of land within the Seaford Rail Corridor which includes the Brighton Pump Track, shared use paths and native vegetation reserves. The current Licence between the Rail Commissioner and the City of Holdfast Bay has expired, and this report seeks Council's consent to enter into a new agreement for a further five years.

Recommendation

 That Council enters into a new Licence Agreement with the Minister for Infrastructure and Transport for a term of five years commencing 1 August 2024 over the whole of the land contained within Certificates of Title:

Volume 6168 Folio 475

Volume 6149 Folio 871

Volume 6150 Folio 321

Volume 5818 Folio 278

Volume 5697 Folio 48

Volume 6150 Folio 320

Volume 5837 Folio 188

Volume 5856 Folio 492

Volume 5855 Folio 957

Volume 5948 Folio 233

Volume 5696 Folio 775

Volume 5856 Folio 491

Volume 5855 Folio 963

Volume 6149 Folio 865 and

Volume 6168 Folio 205 (Rail Reserves).

2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Licence over the Rail Reserves provided as Attachment 1 to this report.

Background

In 2013 Department Planning, Transport and Infrastructure (DPTI) undertook substantial vegetation and tree removal along the Seaford Rail Corridor. This saw realignment of property boundaries and installation of new fence lines, to accommodate the required clearance for electrification infrastructure. A number of parcels of land were subsequently identified as being surplus to their portfolio and beneficial for council use.

At its meeting held on 10 December 2013, Council resolved to accept an offer from DPTI to maintain 10 parcels of land, as well as a once-off payment of \$100,785 (Resolution No.

101213/1101). In March 2014 this sum was received and was later reinvested over 2015-16 and 2016-17 as part of a rail corridor land revitalisation project.

A five-year Licence was executed by both parties in 2015, expiring August 2020. Both parties continued to operate under the Licence on a holding over basis while the Bike Jump Line, an extension of the Bike Pump Track, was being considered. The Licensor is now requesting we enter into a new agreement.

Report

It is widely believed the parcels of land continue to provide amenity and value to the community. Of particular interest is the Brighton Pump Track which opened to the public in 2017, providing children and teenagers with invaluable recreational benefits. Additionally, there are dedicated nature corridors, seating and shelters, barbeques, paths, public car parking, and native vegetation that screens the rail infrastructure.

Administration has negotiated terms of a new licence with Department for Infrastructure and Transport (DIT) on the following terms and conditions:

Licensor:	Minister for Infrastructure and Transport
Licensee:	City of Holdfast Bay
Licence Area:	Railway Terrace/Caroona Avenue, Hove
	Cedar Avenue/Commercial Road, Brighton
	Silver Avenue, South Brighton
	Tweedale Avenue, South Brighton
	Yacca Road, Seacliff
	Kauri Parade, Seacliff
	Corner Wheatland Street and Kauri Parade, Seacliff
	Corner Maitland Terrace and Kauri Parade, Seacliff
	Sherlock Road, Seacliff
Permitted Use:	Beautification
	Shared use path
	Bike pump track
	Community recreation
	Car parking
Term of Licence:	5 years
Renewal:	Nil
Commencement:	1 August 2024
Expiry:	31 July 2029
Annual Licence Fee:	\$1.10 inclusive of GST, if demanded
Licence Fee Review:	Not applicable

The draft licence containing all the terms of the agreement is provided as Attachment 1 to this report.

Refer Attachment 1

Although the proposed Licence has seen a couple of additional parcels of land be included in the agreement, it is worth noting Depot staff are already currently servicing these areas. The intent of the new licence is not to increase Council's responsibility but rather reflect the status quo.

Budget

Delivery of the maintenance works are currently already in place and is factored into Council's Annual Business Plan for 2024-25.

Life Cycle Costs

The majority of the cost associated with maintaining this land are wages for the Open Space team. Most areas are being attended to by two staff members, for a duration of two hours every four weeks. This is estimated to be approximately \$14,000 over the life of the proposed five-year Licence inclusive of superannuation. It is important to note this program covers other areas outside of the rail reserve, and does not include other costs such as water, transportation or equipment.

The Bike Pump Track itself is inspected every quarter by one staff member for a duration of one hour. The estimated wages cost is \$1,100 over the life of the proposed five-year Licence. The remainder of the work is carried out by volunteers managed by the Public Realm and Urban Design team.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone.

Council Policy

Asset Management Policy Tree Management Policy

Statutory Provisions

Local Government Act 1999, section 232

Written By: Property Manager

A/General Manager: Assets and Delivery, Mr B Blyth

Attachment 1



LICENCE AGREEMENT (PARCELS OF LAND FOR ADELAIDE TO SEAFORD RAIL CORRIDOR)

BETWEEN

MINISTER FOR INFRASTRUCTURE AND TRANSPORT ("Licensor")

-AND-

CITY OF HOLDFAST BAY ("Licensee")



CROWN SOLICITOR

10 Franklin Street, Adelaide SA 5000

(Within the Department for Infrastructure and Transport 83 Pirie Street, Adelaide SA 5000)

OFFICIAL: Sensitive

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SCHEDULE 3 – Contamination and Environmental Issues

ATTACHMENT A - Plans

LICENCE AGREEMENT between:

MINISTER FOR INFRASTRUCTURE AND TRANSPORT a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of 83 Pirie Street, Adelaide SA 5000 (**Licensor**)

AND

CITY OF HOLDFAST BAY a body corporate pursuant to the *Local Government Act 1999* (SA) of Brighton Civic Centre, 24 Jetty Road, Brighton SA 5048 (**Licensee**).

BACKGROUND:

- A. The Licensor is the registered proprietor of the land described in Item 1 of Schedule 1 (Land).
- B. The Licensee wishes to enter onto that portion of the Land described in Item 2 of Schedule 1 (Licensed Area) and to use the Licensed Area for the purposes set out in Item 3 of Schedule 1 (Permitted Use).
- C. The Licensor has agreed to permit the Licensee to enter onto and use the Licensed Area for the Permitted Use on the terms and conditions contained in this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement means this licence agreement as amended, varied or substituted from time to time in accordance with its terms and includes all schedules and annexures (if any);

Business Day means Monday to Friday (excluding public holidays under the *Public Holidays Act 2023* (SA));

Commencement Date means the date set out in Item 4 of Schedule 1;

Contamination means any contamination on the Licensed Area and/or the Land and includes without limitation "Existing Contamination", "Pollution", and "Site Contamination" all as defined in this clause 1.1;

environmental harm has the same meaning as in the *Environment Protection Act* 1993 (SA) and includes but is not limited to harm or potential harm or risk of harm or future harm to the environment regardless of its severity and duration and includes:

- (a) an environmental nuisance whether or not such nuisance is of a high impact or on a wide scale;
- (b) any environmental harm declared at law or is caused by Pollution howsoever caused whether directly or indirectly or results from Pollution alone or from the combined effects of Pollution and other factors;
- (c) actual or potential harm to the health or safety of persons;
- (d) actual or potential environmental harm; or
- (e) any environmental harm that results in:

- (i) any actual or potential loss (including such reasonable costs and expenses incurred in taking all reasonable and preventable measures to prevent or mitigate any environmental harm or to make good any environmental damage); or
- (ii) property damage;

Environmental Law means any statute or common law relating to the storage, handling or transportation of waste, dangerous goods or hazardous material, relating to occupational health and safety or which has as one of its purposes or effects the protection of the environment;

Existing Contamination means Contamination existing on the Land as at the date of commencement of occupation of the Land by the Licensee;

Expiry Date means the date set out in Item 5 of Schedule 1;

Fencing means the fencing, constructed by the Licensor at the Licensor's cost, that runs along the boundary of one side of the Licensed Area and separates the Licensed Area from the rail corridor:

Land means the whole of land comprised and described in Item 1 of Schedule 1;

Licence Fee means the sum specified in Item 7 of Schedule 1;

Licensed Area means portion of the Land, as more particularly described in Item 2 of Schedule 1;

Pathway means the pathway along the length of the Licensed Area, constructed by the Licensor at the Licensor's cost;

Permitted Use means those purposes as set out in Item 3 of Schedule 1;

Pollution has the same meaning as the *Environment Protection Act 1993* (SA) and any activity that may cause or contribute to Pollution;

Railway has the same meaning as defined in the Rail Safety Act;

Rail Infrastructure has the same meaning as defined in the Rail Safety Act;

Rail Safety Act means the Rail Safety National Law (South Australia) Act 2012 (SA);

Site Contamination has the same meaning as the *Environment Protection Act 1993* (SA) and includes but is not limited to any chemical substance present on or below the surface of the Land, contamination of the groundwater beneath the Land or on land adjacent or nearby to the Land where such contamination emanates from the Land; and

Term means the term of this Agreement as set out in clause 1.3.

1.2 Interpretation

In this Agreement unless a contrary intention is evident:

- 1.2.1 Words importing the singular will include the plural and vice versa;
- 1.2.2 Any word importing a gender includes all other genders;
- 1.2.3 Any reference to a person will include a corporate body and vice versa;
- 1.2.4 A reference to the background, a party, clause, schedule or annexure is a reference to the background, a party, clause, schedule or annexure of this Agreement;
- 1.2.5 A reference to any legislation or to any provision of any legislation includes all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

- 1.2.6 A reference to a party includes that party's administrators, substitutes, successors and permitted assigns, including but not limited to any succession arising from a machinery of government change;
- 1.2.7 Headings are for convenience of reference only and will not affect the construction or interpretation of the covenants of this Agreement;
- 1.2.8 A reference to a clause number refers to all of its subclauses;
- 1.2.9 Nothing in this Agreement is to be interpreted against a party solely on the basis the party put forward this Agreement or any part of it;
- 1.2.10 Words denoting individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures.
- 1.2.11 A reference to a financial year means an Australian standard financial year commencing 1 July of the relevant year and ending on 30 June of the following year;
- 1.2.12 A reference to dollars is to Australian dollars;
- 1.2.13 All moneys payable by the Licensee to the Licensor under this Agreement will be recoverable as a debt or as rental in arrears and if no date or time for payment is specified will be payable on demand;
- 1.2.14 Anything which the Licensee is required to do under this Agreement will be done at the cost in all things of the Licensee and to the reasonable satisfaction of the Licensor;
- 1.2.15 If anything is to be done on a day which is not a Business Day then it may be done on the next Business Day;
- 1.2.16 A reference to time is a reference to the time in Adelaide, South Australia; and
- 1.2.17 The word "or" is not exclusive.

1.3 Entire Agreement

This Agreement constitutes the entire Agreement of the parties for this subject matter and supersedes any prior agreement, understanding and representation of the parties on the subject matter.

1.4 Governing Law

The laws in force from time to time in South Australia apply to this Agreement and the courts of South Australia have exclusive jurisdiction to determine any proceedings in relation to this Agreement.

1.5 Waiver

- 1.5.1 A waiver of any provision of this Agreement must be in writing and signed by the party or a person duly authorised to execute such a document on a party's behalf.
- 1.5.2 No waiver by a party of a breach of a term or condition contained in this Agreement will operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.
- 1.5.3 The failure of either party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

1.6 Modification

Subject to any relevant special conditions set out in Schedule 2, any modification of this Agreement must be in writing and signed by each party.

1.7 Read Down and Severance

If any term or condition of this Agreement is for any reason unlawful, void, invalid or unenforceable then:

- 1.7.1 so far as possible the offending term or condition will be limited and read down so that it is not unlawful, void, invalid or unenforceable; or
- 1.7.2 if the offending term or condition cannot be read down then it will be severed without affecting the validity or enforceability of the remainder of this Agreement.

1.8 Relationship Between the Licensor and the Licensee

- 1.8.1 The Licensor and the Licensee acknowledge and agree that their relationship pursuant to this Agreement will be exclusively that of licensor and licensee in respect of the Licensed Area with the several rights, liabilities, duties and obligations set out in this Agreement.
- 1.8.2 Nothing contained in this Agreement will be deemed or construed to constitute the Licensor to be a partner, joint venturer, principal, agent, trustee (whether express, implied or constructive) beneficiary, lender, borrower or fiduciary of the Licensee and vice versa.

1.9 Auditor-General

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

1.10 <u>Disclosure of Agreement</u>

- 1.10.1 The Licensor may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 1.10.2 Nothing in this clause derogates from:
 - (a) the parties obligations under any provisions of this Agreement; or
 - (b) the provisions of the Freedom of Information Act 1991 (SA).

2. LICENCE

- 2.1 The Licensor grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Licensed Area for the Permitted Use for the Term on the terms and conditions of this Agreement.
- 2.2 The rights granted by the Licensor to the Licensee under this Agreement are contractual only and do not create or confer on the Licensee any tenancy, estate or interest in the Licensed Area.

3. TERM AND HOLDING OVER

3.1 Term

The Term will start on the Commencement Date and continue until the Expiry Date unless terminated earlier pursuant to the terms of this Agreement or otherwise at law.

3.2 Right of Renewal

Nil.

3.3 Holding over

If the Licensee continues to use the Licensed Area with the consent of the Licensor after the expiry of the Term then:

- 3.3.1 the Licensee will use the Licensed Area under a monthly licence;
- 3.3.2 either party may terminate the monthly licence on one (1) calendar month's notice in writing to the other party; and
- 3.3.3 the monthly licence will be at a monthly licence fee equivalent to the monthly proportion of the Licence Fee payable as at the expiry of the Term and otherwise on the same terms and conditions as this Agreement (so far as applicable).

4. LICENCE FEE

The Licensee will pay to the Licensor the Licence Fee in the manner set out in Item 7 of Schedule 1.

5. UTILITIES AND CHARGES

- 5.1 The Licensee must pay:
 - 5.1.1 charges for gas, oil, electricity, water and connection and all charges (including rentals) in respect of any telephone and other telecommunication services connected to and in relation to the Licensed Area which have been consumed by the Licensee; and
 - 5.1.2 other charges for the supply of services in relation to the Licensed Area consumed by the Licensee.
- 5.2 The Licensee must pay, within fourteen (14) days from the date of an invoice, an amount payable under this clause directly to the body making the charge unless the Licensor requires payment to itself.
- 5.3 If the Licensee fails to pay outstanding charges as and when those charges fall due then the Licensor may pay any of the outstanding amounts referred to in clause 5.1 which have not been paid by the Licensee when due. Any such sum or sums paid by the Licensor may be recovered from the Licensee under law.

6. NO ASSIGNMENT

The rights and obligations on the Licensee under this Agreement are personal to the Licensee and the Licensee will not assign, transfer, sub-contract or otherwise part with possession of the Licensed Area without the prior written consent of the Licensor (which consent may be given or withheld at the Licensor's absolute discretion).

7. SPECIAL CONDITIONS

- 7.1 The Licensee acknowledges and agrees that the special conditions (if any) set out in Schedule 2 apply to this Agreement and the Licensee will comply with these special conditions.
- 7.2 In the case of any inconsistency between the special conditions set out in Annexure A and the terms of this Agreement, the special conditions will prevail to the extent of such inconsistency.

8. SAFE WORKING CONDITIONS

The Licensee acknowledges and agrees that the safe working conditions contained in the special conditions set out in Schedule 2 of this Agreement will be complied with while undertaking any of its rights, responsibilities and obligations under this Agreement.

9. **PERMITTED USE**

9.1 The Licensee will only use or permit the Licensed Area to be used for the Permitted Use unless the Licensee obtains the prior written consent of the Licensor to use the Licensed Area for any other purpose.

- 9.2 The Licensee must at its expense obtain and maintain all necessary approvals and consents required for use of the Licensed Area by the Licensee.
- 9.3 Notwithstanding any other provisions of this Agreement, the Licensor may restrict the use of the Licensed Area where such use will in the Licensor's opinion cause damage to the Licensed Area or will prejudice, cause nuisance to or obstruct other users of the Land.
- 9.4 The Licensee must not allow the Licensed Area to be used:
 - 9.4.1 for an offensive, noisy or dangerous trade, business or occupation;
 - 9.4.2 for an illegal or immoral purpose; or
 - 9.4.3 so as to cause unreasonable nuisance, interference or inconvenience to others.
- 9.5 The Licensee will not use the Licensed Area as business premises:
 - 9.5.1 at which goods are sold to the public by retail; or
 - 9.5.2 at which services are provided to the public or to which the public is invited to negotiate for the supply of services.

10. LICENSOR ADDITIONS

- 10.1 The parties acknowledge and agree the following:
 - 10.1.1 the Licensor has, at its cost, constructed a Pathway, landscaping, signage and lighting on the Licensed Area to be used by the Licensee during the Term for the Permitted Use and which is to be maintained by the Licensee at the Licensee's cost;
 - 10.1.2 the Licensor, at its cost, has constructed Fencing that separates the Licensed Area from the rail corridor and which will be maintained by the Licensor at the Licensor's cost; and
 - 10.1.3 the Fencing is an important element of rail corridor safety and must not be changed, altered or damaged by the Licensee or any invitee, agent or contractor of the Licensee.
- 10.2 The Licensee will <u>immediately</u> notify the Network Access Manager on (08) 8218 2217 of any change, vandalism, damage or deterioration of the Fencing.

11. MAINTENANCE AND CLEANING

- 11.1 The Licensee will at its expense:
 - 11.1.1 keep the Licensed Area in a clean condition and free from accumulations of waste and rubbish brought onto the Licensed Area;
 - 11.1.2 maintain, repair and keep the Licensed Area and any fixtures, fittings or other property, except those installed by the Licensor, in good and substantial repair and condition (fair wear and tear excepted);
 - 11.1.3 maintain and repair the surface of the Pathway;
 - 11.1.4 maintain and repair the lighting along the Pathway;
 - 11.1.5 maintain and repair signage along the Pathway;
 - 11.1.6 take all reasonable steps to maintain and prune landscaping along the Pathway and ensure that vegetation does not encroach onto the Licensor's rail corridor and that vegetation does not impede the Licensor's capacity to maintain the Licensor's fence line or restrict the Licensor's access from the Licensed Area to the Licensor's rail corridor through access gates located along the Pathway; and

- 11.1.7 promptly make good any damage caused to the Licensed Area by the Licensee or its agents.
- 11.2 For the avoidance of doubt, the parties acknowledge and agree that the Licensee is not required to maintain or repair the Fencing.
- 11.3 The Licensee will take all reasonable steps to ensure that litter does not accumulate on the Licensed Area.

12. CONTROL OF ANIMAL AND PLANT PESTS

The Licensee will, as is reasonably practical, control all animal and plant pests as required by the relevant authorities pursuant to the *Native Vegetation Act 1991* (SA) and the *Landscape South Australia 2019* (SA).

13. NOTICE OF HAZARDS

The Licensee will on becoming aware give prompt notice to the Licensor of any circumstances, including any accident to or defect or lack of repair in any fixture, fitting or other item on the Licensed Area which the Licensor should reasonably be aware that might cause any danger, risk or hazard to or on the Licensed Area or any person on the Licensed Area.

14. STATUTORY COMPLIANCE

The Licensee will at all times during the Term perform, observe and comply with the requirements of all laws, statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation for the time being in force in the State of South Australia and all notices, orders or requirements lawfully given or made by any authority or authorities whether the notice is issued to the Licensee or the Licensor applicable to the Licensed Area, to the licence granted, to the Licensee's activities on the Licensed Area or to the use of the Licensed Area by the Licensee.

15. ALTERATIONS OR ADDITIONS

- 15.1 The Licensee will not erect, make or effect any alteration or addition in or to the Licensed Area or any part of it without the prior written consent of the Licensor (which consent shall not be unreasonably withheld) and, if consent is given, may be subject to such conditions as may be required by the Licensor.
- 15.2 Any alteration, addition or installation made by the Licensee will remain the property of the Licensee who is responsible at its cost for the maintenance and repair and, in the case of any plant or equipment, for the repair and running costs.
- 15.3 The Licensee must carry out additions:
 - 15.3.1 in a proper and workmanlike manner;
 - 15.3.2 using materials of an appropriate standard;
 - 15.3.3 in accordance with any direction given by the Licensor.
- 15.4 The Licensee will take all necessary steps to ensure that the construction of any new additions will be undertaken in such manner so as to not unreasonably interfere with any of the Licensor's assets on the Licensed Area.

16. OBLIGATIONS AT THE END OF THE TERM

16.1 On the expiration or earlier termination of this Agreement, unless otherwise agreed with the Licensor, the Licensee will at its expense remove all Licensee improvements and items from the Licensed Area and restore the Licensed Area to such condition as it was in prior to such improvements and in good and substantial repair and deliver up possession of the Land consistent with the Licensee's obligations contained in this Agreement.

16.2 If the Licensee does not remove all its improvements and items and deliver up possession of the Licensed Area in accordance with clause 16.1, the Licensor may remove such improvements and items at the Licensee's expense and carry out such works as the Licensor considers necessary to reinstate and restore the Licensed Area at the Licensee's expense and the Licensor may recover all expenses incurred from the Licensee as a debt due.

17. LICENSOR'S INSPECTION

- 17.1 The Licensee will permit the Licensor and any officer, employee agent or contractor of the Licensor to enter on the Land at all reasonable times to examine the condition of the Licensed Area.
- 17.2 The Licensor may require the Licensee by notice in writing to undertake repairs to the Licensed Area or such other actions to ensure compliance with the obligations on the Licensee contained in this Agreement and the Licensee must comply with such notice issued pursuant to this clause 17 within the time specified in the notice.
- 17.3 The Licensee must comply with any reasonable notice, based on the scope of the works, issued pursuant to this clause 17 within the reasonable time specified in the notice.
- 17.4 If the Licensee fails to comply with its obligations under this clause 17, the Licensor may carry out such repairs or undertake other obligations of the Licensee and the Licensor may recover all reasonable costs and expenses incurred from the Licensee as a debt due.

18. NO WARRANTY

The Licensee acknowledges that the Licensor does not expressly or impliedly provide any warranty, representation, undertaking or promise whatsoever that the Licensed Area is now or will remain suitable or adequate, structural or otherwise, for all or any of the purposes of the Licensee.

19. RELEASE

- 19.1 The Licensee will occupy and use the Licensed Area at its own risk and the Licensee releases to the full extent permitted by law the Licensor (and the Crown in right of the State of South Australia), its officers, employees, agents and contractors, in the absence of any default, neglect or omission on their part, from all claims resulting from:
 - 19.1.1 any loss of life, accident, injury to persons or loss or damage to property occurring in, on or in the vicinity of the Licensed Area (including any loss or damage to any personal property of the Licensee, its workers, contractors, agents or invitees); or
 - 19.1.2 any defect, contamination or Pollution in or on the Licensed Area.
- 19.2 This clause survives any expiry or termination of this Agreement.

20. INDEMNITY

- 20.1 The Licensee will indemnify and keep indemnified the Licensor (and the Crown in right of the State of South Australia), its officers, employees, agents and contractors against all claims which the Licensor incurs in connection with any loss of life, personal injury, loss or damage to property or any other loss whatsoever arising out of:
 - 20.1.1 the use or occupation of the Licensed Area by the Licensee, its agents, employees, contractors or invitees;
 - 20.1.2 the exercise of the rights or obligations of the Licensee, its agents, employees, contractors or invitees; or
 - 20.1.3 any breach of a Licensee obligation under this Agreement,

except to the extent such loss of life, personal injury or loss or damage to property is contributed to by any negligent act or omission of the Licensor or its officers, employees, agents or contractors.

20.2 This clause survives any expiry or termination of this Agreement.

21. INSURANCE

- 21.1 The Licensor warrants that the Licensor is entitled to the benefits of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of the operations under this Agreement.
- 21.2 The Licensee warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**the Scheme**") and is bound by the rules of the Scheme pursuant to the Local Government Act 1999 ("**the Act**") and in the event that the Licensee ceases to be a member of the Scheme it will forthwith, (pursuant to section 142(1) of the Act and Regulations under the Act) take out and maintain insurance to cover its civil liabilities at a minimum level of cover of THREE HUNDRED MILLION DOLLARS (\$300,000,000).
- 21.3 The Licensor and the Licensee will ensure as far as practicable that any contractors and any sub-contractors are insured to a level determined by the Licensor and the Licensee in relation to the obligations under this Agreement.

22. DAMAGE OR DESTRUCTION

- 22.1 The Licensor has no obligation to:
 - 22.1.1 reinstate or restore the Licensed Area if the Licensed Area is damaged or destroyed or otherwise rendered unfit for occupation or use by the Licensee; or
 - 22.1.2 reinstate or restore any part of the Land if access to the Licensed Area is compromised by damage to or destruction of any part of the Land.
- 22.2 If the Licensed Area or any part of the Land is damaged or destroyed, the Licensor may determine in its absolute discretion whether the Licensed Area has been rendered unfit for occupation or use by the Licensee.
- 22.3 If the Licensor determines that the Licensed Area is unfit for occupation or use by the Licensee, this Agreement will terminate immediately as of the date of the damage to or destruction of the Land without prejudice to any rights, remedies or actions that the Licensor may have against the Licensee which have arisen prior to the date of termination.

23. **TERMINATION**

- 23.1 The Licensor may terminate this Agreement immediately by notice in writing served on the Licensee if:
 - 23.1.1 the Licensee is in breach of this Agreement and has not rectified such breach within twenty eight (28) days of the Licensor giving notice in writing to the Licensee requiring the rectification of such breach;
 - 23.1.2 the Licensee commits or permits any further breach of an obligation imposed on the Licensee for which the Licensor has previously given notice in writing even if the previous breach by the Licensee has been rectified; or
 - 23.1.3 the Licensee is made bankrupt or an application is made to wind up the Licensee or a receiver or a receiver and manager or an official manager is appointed or a mortgagee takes possession of any of the assets of the Licensee.

23.2 Termination of this Agreement by the Licensor is without prejudice to any rights, remedies or actions that the Licensor may have or has against the Licensee which have arisen prior to the date of termination.

24. NOTICES

- 24.1 A **notice** means:
 - 24.1.1 a notice in writing; or
 - 24.1.2 a consent, approval or other communication required to be in writing under this Agreement.
- 24.2 A notice must be signed by or on behalf of the sender addressed and sent to the recipient's address and if:
 - 24.2.1 hand delivered, is treated as having been given and received on the day of delivery where delivered before 5.00pm on a Business Day, otherwise on the next Business Day;
 - 24.2.2 sent by pre-paid mail, is treated as having been given and received five (5) Business Days after posting; or
 - 24.2.3 transmitted by electronic mail and the transmission was completed before 5.00pm on a Business Day, is treated as having been given and received on that Business Day otherwise on the next Business Day, provided that:
 - (a) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
 - (b) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.
- 24.3 The address or email address of a person are those set out below that person's name in Item 9 of Schedule 1.
- 24.4 A person may from time to time notify its change of address or email address by written notice to the other party.

25. **COSTS**

- 25.1 In addition to the License Fee (if demanded by the Licensor) and other moneys payable by the Licensee under this Agreement, the Licensee must pay all:
 - 25.1.1 reasonable expenses incurred by the Licensor incidental to or in connection with the preparation, perusal and execution of this Agreement;
 - 25.1.2 stamp duty on this Agreement (if any);
 - 25.1.3 reasonable costs incurred by the Licensor in relation to:
 - (a) the negotiation, preparation and stamping of any instrument varying, extending or surrendering this Agreement; and
 - (b) a request from the Licensee for the Licensor's consent or approval; and
 - 25.1.4 reasonable costs fees and expenses incurred by the Licensor in consequence of or in connection with any default by the Licensee in performing or observing the terms of this Agreement, including legal fees on a client/solicitor indemnity basis.
 - 25.2 Each party will bear their own costs of and incidental to the negotiation of this Agreement.

26. RESOLUTION OF DISPUTES

- 26.1 Except to the extent that an express dispute resolution mechanism is provided for elsewhere in this Agreement, disputes in relation to this Agreement must be resolved in accordance with this clause 26.
- 26.2 Either party may, in a case of genuine urgency, seek immediate interlocutory relief or an interim remedy.
- 26.3 Subject to clause 26.2, all disputes must be resolved as follows:
 - 26.3.1 each party must submit the dispute to an appropriately qualified and experienced person (**Negotiators**); and
 - 26.3.2 the Negotiators must meet as soon as practicable to resolve the dispute, but in any case within five (5) Business Days of its reference to them. Each party must authorise and inform its Negotiators sufficiently so that he or she can undertake that meeting without detailed reference to another person.
- 26.4 Prior to either party commencing legal proceedings, if the dispute has not been resolved in accordance with clause 26.3, the parties may refer the matter to independent mediation by a mediator, appointed by the President of the Law Society of South Australia at the time, in which they each agree to participate in good faith and share the costs equally.
- 26.5 Notwithstanding the existence of a dispute each party must continue to perform its obligations under this Agreement, unless otherwise agreed by both parties.
- 26.6 This clause survives any expiry or termination of this Agreement.

27. CONTAMINATION AND ENVIRONMENTAL ISSUES

The Licensee acknowledges and agrees that the provisions regarding contamination and environmental issues (if any) set out in Schedule 3 apply to this Agreement and the Licensee will comply with such provisions.

EXECUTED AS AN AGREEMENT
DATED:
Executed by the Licensor:
Executed by the Licenson.
THE COMMON SEAL of MINISTER FOR)
INFRASTRUCTURE AND TRANSPORT)
(as successor in title to Minister for
Transport, Infrastructure and Local
Government) was hereunto affixed by
authority of the Minister in the presence of:)
authority of the Millister in the presence of.)
Signature of Witness (above)

Executed by the Licensee:			
COMMON SEAL of CITY OF HOLDFAST BAY was hereunto affixed in the presence of and as attested by the Mayor and the Chief Executive Officer:))))	(Affix Seal Above)	
Signature:	••••	Signature:	
Print Name:		Print Name:	

SCHEDULE 1

LICENCE PARTICULARS

Item 1

Land The whole of the land comprised and described in Certificates of Title

Volume 6168 Folio 475; Volume 6149 Folio 871; Volume 6150 Folio 321; Volume 5818 Folio 278; Volume 5697 Folio 48; Volume 6150 Folio 320; Volume 5837 Folio 188; Volume 5856 Folio 492; Volume 5855 Folio 957; Volume 5948 Folio 233: Volume 5696 Folio 440: Volume 5836 Folio 775; Volume 5856 Folio 491; Volume 5855 Folio 963; Volume 6149 Folio 865; and Volume 6168 Folio 205.

Item 2

Licensed Area That portion of the Land being more particularly delineated and coloured in

red on the plans annexed hereto as Attachment A.

Item 3

Permitted Use • Beautification;

- Shared use path (to be used by members of the public for such things as pedestrian access and bicycle riding);
- Bike pump track and associated improvements;
- Community recreation (including such improvements as fixed outdoor

furniture, barbeque areas and shelters);

Car parking.

Item 4

Commencement Date 1 August 2024.

Item 5

Expiry Date 31 July 2029.

<u>Item 6</u>

Renewal Term Nil.

<u>Item 7</u>

Licence Fee \$1.10 per annum (GST inclusive) payable only if demanded by the Licensor

Item 8

Licence Fee Review Not applicable.

Item 9

Notices Licensor

Portfolio Manager, Rail, Property Directorate Commercial and Contracts Management Department for Infrastructure and Transport Level 13, 83 Pirie Street, Adelaide SA 5000

GPO Box 1533, Adelaide SA 5001

Email: DIT.PropertyPortfolioAssets@sa.gov.au

Licensee

Attention: Chief Executive Officer

City of Holdfast Bay

Brighton Civic Centre, 24 Jetty Road, Brighton SA 5048

PO Box 19, Brighton SA 5048 Email: mail@holdfast.sa.gov.au

SCHEDULE 2

SPECIAL CONDITIONS

1. FUTURE RAIL TRANSPORT PURPOSES AND EARLY TERMINATION

- 1.1. The Licensee acknowledges that the Land is held by the Licensor for rail transport purposes (including, without limitation, for purposes consistent with the statutory functions and powers of the Licensor in relation to rail transport).
- 1.2. The Licensee agrees that:
 - (a) the Licensed Area is located near or in the vicinity of an operational rail line or was formerly used for rail purposes; and
 - (b) the Land or any part thereof may be required for future rail transport purposes as the Licensor in its absolute discretion deems necessary.
- 1.3. The Licensee agrees that, in addition to any other rights of termination granted by this Agreement, the Licensor will have the right at any time during the Term, on giving six (6) months' prior written notice to the Licensee, to terminate this Agreement (or modify any terms of this Agreement accordingly) without any compensation payable to the Licensee, as the Licensor in its absolute discretion deems necessary that the Licensed Area or any part of the Licensed Area will be required by the Licensor for future rail transport purposes.
- 1.4. The Licensor will not be liable to the Licensee for any loss occasioned to the Licensee as a result of the Licensor exercising its rights under this special condition.

2. RAIL LAND AND INFRASTRUCTURE

- 2.1. The Licensee expressly acknowledges that the Licensed Area is located near or in the vicinity of an operational rail line and it is taking this Agreement in the knowledge that the noise and railway operations may adversely affect the Licensee's use and enjoyment of the Licensed Area.
- 2.2. The Licensee:
 - (a) acknowledges that all Rail Infrastructure (if any) on the Licensed Area is the property of the Licensor;
 - (b) will not remove, modify, disable or damage the Rail Infrastructure (if any) in any way and must at the cost in all things of the Licensee reinstate, repair and make good any damage to the Rail Infrastructure to the reasonable satisfaction of the Licensor:
 - (c) must notify the Licensor in writing of any removal, modification, disabling or damage to the Rail Infrastructure as soon as reasonably practicable and the Licensor will have the option to reinstate repair or make good the Rail Infrastructure at the cost of the Licensee; and
 - (d) will not use the Rail Infrastructure for the purpose of transportation on the railway tracks by means of any motorised or non-motorised vehicles, or any type of rolling stock.
- 2.3. For the purposes of this clause, **Rail Infrastructure** means the following improvements, whether or not constituting fixtures at law:

- (a) trackwork including without limitation, rail lines, crossing loops, level crossings, sleepers, ballast, fastenings, points, poles, pylons, pipes, drains, structures, supports, overhead lines, buffer stops, posts and signs;
- (b) earthworks and formations including cuttings, embankments, tunnels (including any tunnel lighting and ventilation), ditches, retaining walls and platforms;
- (c) bridges, culverts, overpasses, under-bridges and viaducts;
- (d) signalling and train control and communications systems (including signal boxes, huts and telegraph and transmission lines and instruments); and
- (e) access roads, approaches, footpaths, gates, cattle stops and fences.

3. RAILWAY SAFETY

- 3.1. The Licensee acknowledges and agrees that:
 - (a) by virtue of this Agreement, the Licensee is responsible for the care, control and management of the Pathway;
 - (b) on the Commencement Date, the Land contains Railway and/or certain Rail Infrastructure;
 - (c) the Pathway is either adjacent to or crosses Railway and/or Rail Infrastructure on the Land; and
 - (d) the Licensee will do all things necessary to ensure that it complies with its obligations under the Rail Safety Act and any safety protocols required by the Licensor which the Licensor may vary from time to time.
- 3.2. The Licensee acknowledges and agrees that at no time are people, vehicles, items of plant, or objects to be placed on, or operated within three (3) metres of, any Railway of any Rail Infrastructure without the prior approval of the Licensor.
- 3.3. The Licensee must contact the Licensor, by way of the Licensor's Network Access Manager on (08) 8218 2217, to request access to the Railway or Rail Infrastructure, which access may or may not be granted at Licensor's discretion. If the Licensor's Network Manager is unavailable, the Licensee must contact the Licensor.
- 3.4. If access to the Railway or Rail Infrastructure is granted, the Licensee must, at its cost in all things, comply with its obligations under the Rail Safety Act and the applicable access and safety protocols as required by the Licensor.

4. TRAFFIC

The Licensee must ensure that in the course of undertaking the Permitted Use, vehicular traffic on or adjacent to the Land is not restricted in any way and must ensure that to the extent of the Licensee's control over the same free passage is provided over, across and along such areas at all times.

5. EASEMENTS AND ENCUMBRANCES

- 5.1. The Licensee acknowledges that there are easements registered on Certificates of Title for the Land and the Licensee takes this Agreement subject to such easements.
- 5.2. The Licensee acknowledges that there may be encumbrances registered on Certificates of Title for the Land and the Licensee takes this Agreement subject to such encumbrances.

SCHEDULE 3

CONTAMINATION AND ENVIRONMENTAL ISSUES

1. CONTAMINATION AND ENVIRONMENTAL ISSUES

1.1 The Licensee:

- 1.1.1 acknowledges that the Land is a rail corridor, it is in the vicinity of an operational rail line and is likely to contain Contamination; and
- 1.1.2 acknowledges and agrees that it is aware of and the Licensor is not liable to the Licensee in respect of Existing Contamination.
- 1.2 If the Licensee proposes the construction of any works which have a risk of causing Site Contamination or Pollution, then the Licensee must carry out its own due diligence regarding soil contamination before undertaking any such construction works. The Licensee must also submit plans to the Licensor for approval which contain management measures to minimise risks to human health and the environment, (including but not limited to appropriate personal protective equipment for contractors and dust suppression), such plans for approval include but are not limited to an environmental management plan for the proposed construction phase of the works, which includes a site rehabilitation plan for any disturbed areas on the Land.

1.3 The Licensee must:

- 1.3.1 not allow nor bring any substance or compound nor do anything that may in any way cause or contribute to any Contamination or environmental harm to the Licensed Area and/or the Land without the prior written consent of the Licensor (which may be given or withheld by the Licensor at its absolute discretion);
- 1.3.2 immediately notify the Licensor of any act or omission by the Licensee or of which the Licensee becomes aware that has caused or has a reasonable prospect of causing any Contamination or environmental harm to the Licensed Area and/or the Land;
- 1.3.3 on receiving a written direction from the Licensor that lists its reasons or reasonable opinion, the Licensee must cease any activity on the Licensed Area and/or the Land that may tend to cause or is causing or has caused any Contamination or environmental harm; and
- 1.3.4 if required by the Licensor in writing, at the Licensee's expense, remove from the Licensed Area any and all substances and compounds which were allowed or bought onto the Licensed Area by the Licensee which are causing exacerbating or contributing to any Contamination or environmental harm to the Licensed Area and/or the Land and if applicable restore the Licensed Area and/or the Land to the condition it was in on the date on which the Licensee commenced occupation of the Licensed Area.
- 1.4 The Licensee acknowledges that the Licensor makes no representation or warranty about the state, condition or suitability of the Licensed Area and/or the Land including whether there may be any Contamination. In the event there is Contamination, the Licensee must not do anything that adds to or exacerbates the Contamination and, if required by the Licensor in writing, the Licensee must cease such activity that has added or exacerbated the Contamination.
- 1.5 The Licensee will take all reasonable steps not to cause or permit any activity which may cause or contribute to Site Contamination of the Licensed Area, and if the

- Licensee does so, the Licensee will be fully liable and responsible for any clean up orders including all associated costs.
- 1.6 Without limiting the provisions of clause 20, the Licensee indemnifies the Licensor against any loss, claim, liability, cost or expense suffered or incurred by the Licensor including legal costs on a full indemnity basis, as a consequence of:
 - 1.6.1 any Contamination of the Licensed Area and/or the Land caused or contributed to by the Licensee, to the extent that the Licensee caused or contributed to it; and
 - 1.6.2 the Licensor's compliance with or the Licensee's compliance or failure to comply with any lawful direction, notice, order, demand or other requirements to take any action or refrain from taking any action in respect of Contamination or the cause of Contamination of the Land from any authority, pursuant to any Environmental Law made after the Commencement Date except to the extent that it applies to Existing Contamination.
- 1.7 Within twelve (12) months before the expiry of the Term or within twelve (12) months after any earlier termination of this Agreement the Licensor may require the Licensee, at the sole cost of the Licensee (unless otherwise agreed in writing by the Licensor) to engage an appropriately qualified expert (such expert to be approved by the Licensor, which approval will not be unreasonably withheld) to cause a final environmental assessment report to be prepared in order to establish the level of Contamination existing on the Land as at the end of the Term, (which determines whether the Licensee has caused any Contamination or environmental harm).

ATTACHMENT A

PLANS



ATTACHMENT A

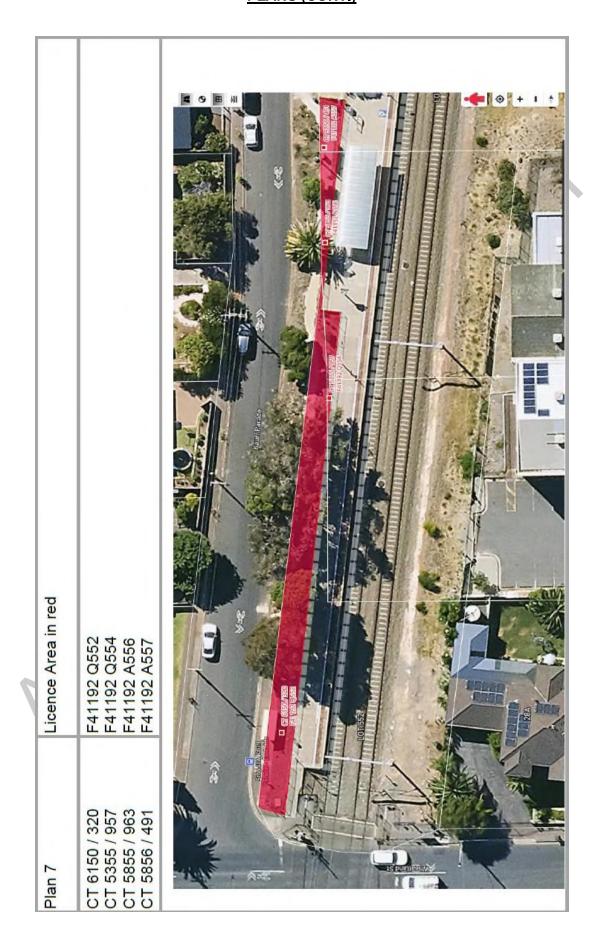


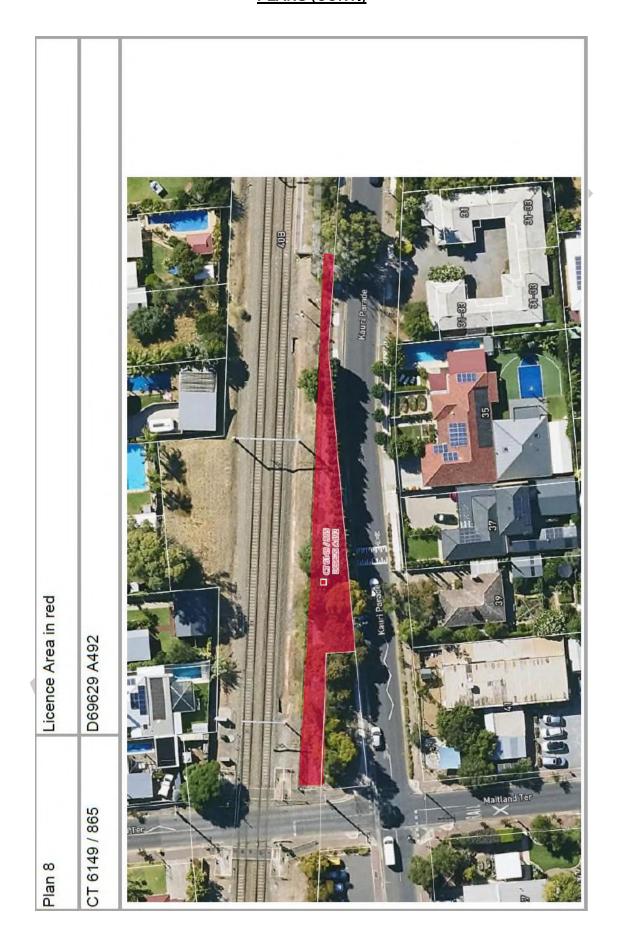




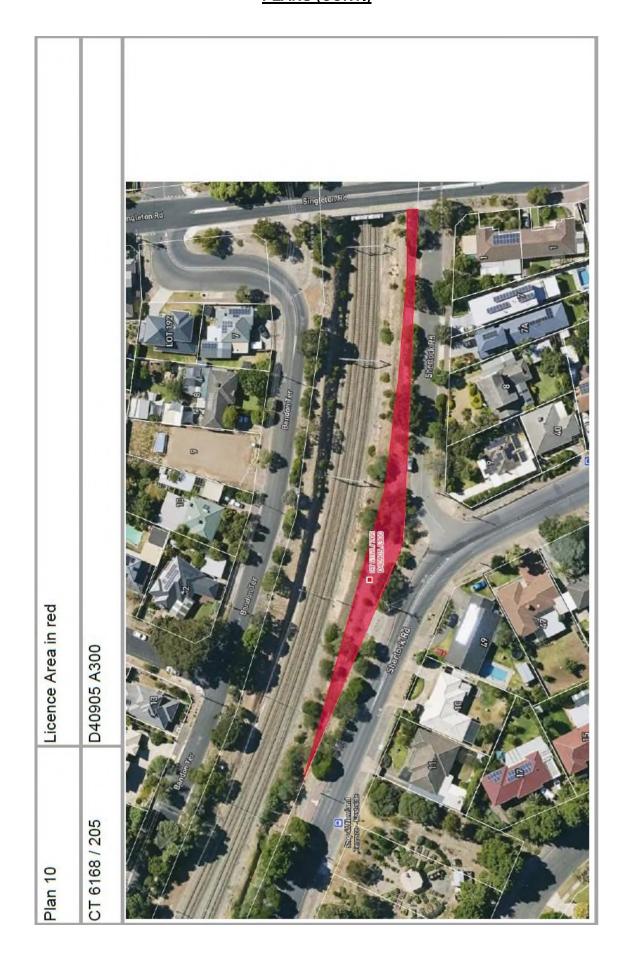
in red	CT 5948 / 233 D67146 Q742 CT 5696 / 440 F209907 A91 CT 5836 / 775 F218245 A69	County 21
Licence Area in red	F41192 Q553 CT 5948 / 233 F41192 Q562 CT 5696 / 440 F41192 Q555 CT 5836 / 775	
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Item No: 14.1

Subject: MINUTES – JETTY ROAD MAINSTREET COMMITTEE - 3 SEPTEMBER

2025

Summary

The minutes of the Jetty Road Mainstreet Committee meeting held 3 September 2025 are attached and presented for Council's information.

Jetty Road Mainstreet Committee Agenda, Reports and Minutes are available on council's website, and the meetings are open to the public.

Recommendation

That Council notes the minutes of the Jetty Road Mainstreet Committing of 3 September 2025.

Background

The Jetty Road Mainstreet Committee (JRMC) has been established under section 41 of the *Local Government Act 1999* to undertake work to benefit the traders on Jetty Road Glenelg, using the separate rate raised for this purpose. Council has endorsed the Committee's Terms of Reference.

Jetty Road Mainstreet Committee Agendas, Reports and Minutes are available on council's website, and the meetings are open to the public.

Report

Minutes of the meeting of JRMC held 3 September 2025 are attached for member's information.

Refer Attachment 1

The Committee received and discussed standard reports on Jetty Road Events, Committee Finance and Marketing updates.

The Committee proposed the following motions for Administration to investigate, implement and report back to the Committee at the next meeting:

- Items in Brief Business Support report: to prepare a checklist for grant applicants on the Grants portal to explain submission requirements;
- Jetty Road Events Update report: to investigate trader engagement for the Winter Activation Expression of Interest process; and

 Marketing report: to include feedback from participating traders on the uptake of the Celebrate Local campaign, to reinstate web traffic information; and include the click rate on specific articles on the Consumer Newsletter into future reports.

The Committee proposed that their members, S Smith, A Warren and B Millard would investigate under-utilised properties in the Precinct and report back to the Committee at the October meeting.

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Building an economy and community that is inclusive, diverse, sustainable and resilient.

Council Policy

Not applicable

Statutory Provisions

Local Government Act 1999, section 41

Written By: General Manager, Community and Business

General Manager: Community and Business, Ms M Lock

Attachment 1





Minutes of the Jetty Road Mainstreet Committee Held in the Council Chamber, Glenelg Town Hall on Wednesday 3 September 2025 at 6.00pm

ELECTED MEMBERS PRESENT

Councillor R Abley (via virtual connection)

COMMITTEE REPRESENTATIVES PRESENT

Attitudes Boutique, G Martin
Beach Burrito, A Warren
RD Jones Group, R Shipway
Yo-Chi, B Millard
Ikos Holding Trust, A Fotopoulos
Independent Member, S Mills (via virtual connection)
Independent Member, S Smith (via virtual connection)

STAFF IN ATTENDANCE

General Manager, Community and Business, M Lock Manager, City Activation, N Reynolds

GUESTS

Principal Project Manager, C Armfield (via virtual connection) Lawyer, Kelledy Jones, T Riddle



1. OPENING

The Chair, G Martin declared the meeting open at 6.10pm.

2. KAURNA ACKNOWLEDGEMENT

With the opening of the meeting the Chair, G Martin stated:

We acknowledge Kaurna people as the traditional owners and custodians of this land.

We respect their spiritual relationship with country that has developed over thousands of years, and the cultural heritage and beliefs that remain important to Kaurna People today.

3. APOLOGIES

- 3.1 Apologies Received: Councillor A Kane, Ms K Bailey, Mr T Beatrice, and Mr J Theodorakakos, Mr M Gilligan, Mayor A Wilson
- 3.2 Absent:

4. DECLARATION OF INTEREST

Members were reminded to declare their interest before each item.

5. CONFIRMATION OF MINUTES

Motion

That the minutes of the Jetty Road Mainstreet Committee held on 13 August 2025 be taken as read and confirmed.

Moved R Shipway, Seconded A Warren

Carried

6. PRESENTATIONS

6.1 Transforming Jetty Road Project

Ms C Armfield provided update on the Transforming Jetty Road Project.

6.2 **Member Training**

Chairperson, G Martin presented learnings from the Precinct & Community Group workshop.

Deputy Chair A Warren presented learnings from the workshop on the Activate Your Place: Integrating Branding with Data & AI to Foster Vibrant Mainstreets and Communities.



Councillor Abley left the meeting at 6.19pm

7. QUESTIONS BY MEMBERS

- 7.1 Without Notice Nil
- 7.2 On Notice Nil

8. REPORTS BY OFFICERS

8.1 Action List Update (Report No: 284/25)

This report documented questions and actions raised in previous meetings and advised the Jetty Road Mainstreet Committee (JRMC) of Administration's progress updates and outcomes.

Motion

That the Jetty Road Mainstreet Committee receives this report and items of interest discussed.

Moved A Fotopoulos, Seconded A Warren

Carried

8.2 **Items in Brief** (Report No: 285/24)

This item is presented for the information of Members.

After noting the report any items of interest can be discussed and, if required, further motions proposed.

Motion

1. That the following item be noted and items of interest discussed.

Moved B Millard, Seconded S Smith

Carried

2. That Administration prepares a checklist for applicants on the Grants portal to explain submission requirements.

Moved A Warren, Seconded B Millard

Carried

8.3 **Jetty Road Events Update** (Report No: 286/25)

The Jetty Road Mainstreet Committee (JRMC), in partnership with the City of Holdfast Bay, is responsible for implementing and managing a variety of major



events to support economic stimulus in the precinct in accordance with the annual marketing and business plan.

This report provided an overview of Council's endorsed events program and budget, along with information about upcoming events.

Motion

1. That the Jetty Road Mainstreet Committee notes this report.

Moved R Shipway, Seconded B Millard

Carried

2. That Administration investigates trader engagement for the Winter Activation Expression of Interest process and reports back to the Committee.

Moved A Fotopoulos, Seconded A Warren

Carried

8.4 **Monthly Finance Update** (Report No: 287/25)

This report provided an update on the Jetty Road Mainstreet income and expenditure as of 31 July 2025.

Motion

That the Jetty Road Mainstreet Committee notes this report.

Moved A Warren, Seconded R Shipway

Carried

C Armfield left the meeting at 7.06pm

8.5 Marketing Report (Report No: 288/25)

This report provided an update on the marketing initiatives undertaken by the Jetty Road Mainstreet Committee (JRMC) aligned with the interim marketing projects implemented prior to the adoption of a marketing strategy and calendar of initiatives to be presented to the JRMC by the marketing consultancy in September 2025.

Motion

That the Jetty Road Mainstreet Committee notes this report.

Moved A Warren, Seconded R Shipway

Carried



That Administration:

- seeks feedback from participating traders on the uptake of the Celebrate Local campaign;
- 2. reinstates web traffic into the monthly Marketing Report; and
- 3. includes reporting on the click rate on specific articles on the Consumer Newsletter.

Moved A Fotopoulos, Seconded B Millard

Carried

8.6 **Commercial Tenancy Useable Space** (Report No: 289/25)

At the Jetty Road Mainstreet Committee meeting held 2 July 2025, as part of Item 11. Urgent Business, Administration was asked to investigate the current useable space, within commercial tenancies in the Jetty Road Glenelg precinct.

Motion

1. That the Jetty Road Mainstreet Committee notes this report.

Moved B Millard, Seconded A Fotopoulos

Carried

2. That the Committee authorises S Smith, A Warren and B Millard to investigate under-utilised properties in the Jetty Road Precinct and report back to the Committee to the October meeting.

Moved A Warren, Seconded A Fotopoulos

Carried

- 9. URGENT BUSINESS SUBJECT TO THE LEAVE OF THE MEETING Nil
- 10. DATE AND TIME OF NEXT MEETING

The next meeting of the Jetty Road Mainstreet Committee will be held on Wednesday 1 October 2025 to commence at 6.00pm in the Mayor's Parlour Glenelg Town Hall.

11. CLOSURE

The Meeting closed at 7.38pm.

CONFIRMED Wednesday 1 October 2025

Item No: 15.1

Subject: ITEMS IN BRIEF

Summary

These items are presented for the information of Members.

After noting the report any items of interest can be discussed and, if required, further motions proposed.

Recommendation

That the following items be noted and items of interest discussed:

- 1. Outstanding Council Actions
- 2. Glenelg Entry Statement School Outreach Workshops
- 3. Parkinson Reserve Consultation

Report

1. Outstanding Council Actions

A list of outstanding Council Meeting Actions (including Confidential actions), along with a brief explanation of their status is provided. For brevity, completed actions have not been included.

Refer Attachments 1 and 2

2. Glenelg Entry Statement School Outreach Workshops

As part of the broader Transforming Jetty Road Project, council offered a unique outreach opportunity to engage local primary school students to contribute to the creative process behind the development of the Glenelg Entry Statement artwork. Four primary schools within the Glenelg Ward were invited to participate, with priority given to those closest to the project site. Three schools, St Leonards, St Mary's Memorial, and St Peter's Woodlands, enthusiastically accepted the invitation, highlighting strong local interest in engaging with the significant public art project.

Nick Athanasiou, leading Artist from Skunk Control, facilitated a total of five workshops engaging 200 students ranging from Years 4-6, taking place in late June. The sessions sparked curiosity and creativity as students engaged with the creative fusion of arts and STEM, exploring how nature alters light through structures to create colour; an innovative approach that deepened their understanding of the science behind the artwork. Council staff attended each of the school workshops to ensure positive engagement with key local stakeholders and were able to hear firsthand how positively the sessions were received by both staff and students. This outreach not

only fostered artistic learning but also aimed to strengthen community ties through creating a sense of connection and shared meaning between young residents, their families and the artwork.

3. Parkinson Reserve Consultation

As part of the approved 2025–2026 Council budget, \$40,000 has been allocated to enhance informal sport infrastructure across the City of Holdfast Bay.

Following a recent assessment, it has been identified that the community in Glenelg North has limited access to free and informal sporting opportunities. In response, Parkinson Reserve has been identified as a suitable location for some new informal sport and recreation infrastructure due to its capacity and potential to support increased informal sport activity therefore based on the outcome of the engagement findings, an allocation of the budget will go towards enhancements in Parkinson Reserve.

Community consultation will commence on 2 October 2025, providing residents with an opportunity to contribute feedback on the type and style of informal sport infrastructure they would like to see at Parkinson Reserve. Surrounding residents will receive a letter box notification encouraging them to participate in the online engagement, and temporary signage will be placed in Parkinson Reserve to promote the engagement. Consultation will close on 22 October 2025, after which Administration will review the feedback and present findings to Elected Members. The project will proceed following contractor availability, with completion anticipated within the 2025–2026 financial year.

Link for engagement: https://www.yourholdfast.com/parkinson-reserve

Written By: Executive Officer

Chief Executive Officer: Ms P Jackson

Attachment 1



OUTSTANDING COUNCIL ACTIONS As at 5 September 2025

Meeting Date	Doc Ref	Report Title	Resolution Number	Resolution	Dept	Meeting Action Status	Progress Comments
26-Jul-2022	248/22	Motion on Notice - Portable Solar Speed Monitoring Signs – Councillor Fleming	C260722/2676	1.That Council Administration investigate and bring back a Council report on the feasibility of purchasing or hiring temporary, portable or permanent smart solar speed monitoring signs for school zones; and 2.That the Council report include, the most appropriate locations for the signs around our city, how many may be required and the cost of purchase and maintenance of them.		In Progress	In-field trial undertaken for monitoring signs. Need to be aligned with MTP, in terms of usage, requirements, quantity, and options to hire or buy. MTP to Council late 2025 for endorsement.
24-Jan-2023	07/23	Motion on Notice – Saltram Road Traffic Management - Councillor Miller	C240123/7319	That Council staff work with the developer and builder of 21-25 South Esplanade, Glenelg development site to manage traffic during the demolition and construction phase including: 1.Minimising large or heavy vehicles on the local road network including Saltram Road; and 2.If necessary, Council consider vehicle load / length limits and parking restrictions during the construction period. Following construction, Council review traffic flow in the area and if a significant increase undertake a traffic study which will include community consultation to determine if changes are required.	Assets and Delivery	In Progress	The original application was refused, therefore there is no active approval on the site. Council staff have been made aware that a new application will be submitted to PlanSA later this year. Staff will then be able to review and provide feedback on key aspects of the development This will take some time, as the active development applications are either before the Supreme Court or under the assessment of the SCAP.
14-Mar-2023	58/23	Motion on Notice - Pedestrian Safety and Traffic Calming Measures – Councillor Smedley	C140323/7369	1.That Council installs a raised wombat crossing with amber flashing lights, to replace the existing emu school crossing on Partridge Street, Glenelg adjacent to St Peter's Woodlands School and Council allocates a budget of \$150,000 in the 2022/23 financial year to undertake this work. The preference is for the flashing lights to be school activated. 2.Administration to bring back to Council a report identifying other needed locations for crossings with lights as appropriate, along local and collector roads within the City, adjacent schools and aged care facilities, particularly Alwyndor. Such report is to suggest prioritised locations for gradual rollout as part of annual budget processes.	Assets and Delivery	In Progress	1/9/25: 1. Complete 2. Council's approach to pedestrian crossing with flashing lights will be addressed in the report to Council for endorsement of the Movement and Transport Plan. 4/10/24: 1. Project awarded to contractor. Construction has commenced. Civil works are schedule to be completed by Friday 11 October 2024 prior to commencement of school term 4. Electrical and lighting works to be finalised in subsequent weeks. 2. Need for crossing report aligned with action from draft MTP, pending approval. 15/3/24: 1. Design to be completed by April. Construction in September. Met with the school on 19/2/24 to provide an update. (See C241023/7587)
28-Mar-2023	103/23	Motion on Notice - Reclaiming Footpath Encroachments - Councillor Smedley	C280323/7392	That section 2.7 of Council's Encroachments Policy is amended to require that any existing encroachment over public land that forms part of a new development application, is assessed for its suitability for return to public open space in consultation with the affected landowner, for the purpose of enhancing public safety, accessibility, and walkability, improving the interface between public and private spaces, whilst having regard to any construction costs required to implement the reclamation, and consideration of any logistical practicalities arising with Council assuming care and control of the land.	Strategy and Corporate		Amendments drafted. Audit continuing of extent of encroachments prior to finalisation of policy review.
23-May-2023	161/23	Developing a Poultry Policy	C230523/7448	That Council: 1.endorses the 'Guideline For Keeping Poultry' with the amended wording to reflect 'The keeping of roosters or peacocks in residential areas is prohibited' and; 2.develops a draft By-law for consideration to cover poultry, including prohibiting the keeping of roosters as part of the By-law review process in 2025.	Community and Business	In Progress	This will be addressed during the By-law review. The time has been extended to allow for this. 18/9/2025 draft Animal By Law ready for review at Council workshop 7/10/2025
25-Jul-2023		Motion on Notice – Review of Moseley Square Dining Precinct - Councillor Smedley	C250723/7495	That: Administration undertake a review of outdoor dining activities and policies as they relate to Moseley Square Glenelg, and to bring back recommendations to improve the dining amenity, aesthetic, cleanliness and best fee mechanism for this, our City's most well-known and frequented Square.	Community and Business	In Progress	Deferred until Transforming Jetty Road project is complete as they are related.
22-Aug-2023	272/25	Circular Hub Concept and Action Plan	C220823/7531	That Council endorses the development of a Circular Hub Concept and Action Plan.	Assets and Delivery	In Progress	New GM Assets & Delivery reviewing opportunities. Previous: Engaged RawTech to undertake concept and action plan. The Circular Hub Concept and Action Plan has been created; however, delivery of the plan is currently not a strategic priority and unfunded.
4-Nov-2023	377/25	Motion on Notice - Aesthetics of Hoardings - Councillor Abley	C141123/7599	That Administration draft provisions, within Council's Hoarding, Scaffolding or Other Equipment and Damage Policy, to better manage and control the aesthetics of hoardings installed within the City. That the draft provisions be tabled with Council within a six-month period.	Assets and Delivery	In Progress	2/9/25: The inclusion of the aesthetic hoarding is included in the update for the Hoarding Policy. The policy currently being internally reviewed, before going to council for endorsement. Community Safety is collaborating with Traffic, City Activation and Development Services to work through any legal implications relating to the Local Government Act or by permit.
28-Nov-2023	100000000000000000000000000000000000000	Question Without Notice - Traffic Safety at Partridge Street and Broadway	N/A	Councillor Patton asked a question in relation to traffic safety concerns at Partridge Street and Broadway.	Community	In Progress	Marnie to speak with Clr Bob Patten
27-Feb-2024	55/24	Wayfinding for Brighton Beachfront Holiday Park	C270224/7687	The Council approves: 1. the unofficial naming of the access road to Brighton Beachfront Holiday Park, with Administration to bring back to Council options for names; 2. consideration of a new initiative of \$8,000 for a precinct sign for the Kingston Park Precinct in the 2024-25 budget process; and 3. Administration monitors the safety the Kingston Park car park for a period of 12 months, and provide a report back to Council prior to the 2025/26 budget process, to determine if further car park signage is a future requirement.	Business Assets and Delivery	In Progress	I. In progress In design Road directional signage has been ordered for installation.

Meeting Date	Doc Ref	Report Title	Resolution Number	Resolution	Dept	Meeting Action	Progress Comments
12-Mar-2024	68/24	Motion on Notice – Creation of Foundation for Glenelg Town Hall - Councillor Snewin	C120324/7698	That Administration 1.investigate the feasibility and seek all relevant financial and legal advice for establishing a charitable foundation with a mission to support the redevelopment of the Glenelg Town Hall. 2.submits a report to council for consideration outlining the investigation findings.	Community and Business	In Progress	Update 27 September 2024. Research on relevant case studies is being conducted and report is being prepared to bring back to Council Met with Clr Snewin 25/07/2025 to understand more detail Further investigations ongoing
11-Jun-2024	167/25	Motion on Notice — Night Time Economic Development Policy - Councillor Miller	C110624/7779	That Council, in consultation with Jetty Road Mainstreet Committee, develop a Night Time Economic Development Policy.	Community and Business	In Progress	Update 8 August 2025. This will be developed as part of the Economic Development Strategy (EDS). The EDS is proposed to be presented to Council in November for community engagement on the draft EDS. Update 27 September 2024. This will be developed as part of the Economic Development Strategy. 22/5/2025 Update on date for report to come to Council. The approval of the EDS is dependent on the adoption of the Annual Business Plan and need until Sept/Oct 2025 to prepare a report. Extending due date until end of Oct 2025. DG
09-Jul-2024	224/24	Motion on Notice - Path in Bowker Oval - Councillor Fleming	C090724/7807	That Administration design and cost a compliant path within the Bowker Oval facility that allows access from the northern and southern carparks to the BBQ area that provides access to the Community Garden and playspace. That a report be brought back to Council with the design options and associated costings.			Endorsed as a Council project for 25/26 through the New Initiatives process. Design underway
13-Aug-2024	272/25	Planets Sculpture	C130824/7838	That Council: 1.notes the Donor's offer to repair the Planets Sculpture as a donation; and 2.approves the Planets Sculpture to be retained as a permanent public art installation in the City of Holdfast Bay.	Community and Business	In Progress	Update 27 September 2024. The sculpture has been removed for repairs. Update 27 November 2024. The sculpture is still with the artist Rod Manning for repair. Once Rod has completed the works, he will return it to the Depot for reinstallation along the Esplanade. Update 7 March 2025, No contact has been made by the artist Rod Manning or the donor about the completion of the restoration work or reinstallation of the sculpture.
24-Sep-2024	314/24	Motion on Notice - Heritage Marker - Jetty Road Glenelg - Councillor Miller	C240924/7878	That Administration makes preparations for the installation of an appropriate heritage marker denoting the former Ozone/Wallis Cinema in line with the development of the Transforming Jetty Road Glenelg project.	Chief Executive	In Progress	Designs have been drafted. Installation will occur after the completion of the City zone construction.
10-Dec-2024	414/24	Air BnB's in the City of Holdfast Bay - Councillor Bradshaw	C101224/7956	That Administration enquire with relevant authorities to explore establishing an Air BnB property listing for the City of Holdfast Bay; and That a report on those findings be presented by the 27 May 2025 Council Meeting.	Community and Business	In Progress	The Eco Dev Strategy 2025-32 that is currently awaiting Council approval to go out to community engagement identifies in one of the actions to review the differential rate which would encompass a body of work around residential properties being used for commercial activity (including Air bnb). A subscription would be required to an external data company that specialising in collecting data from accommodation platforms. 22/5/2025 Update on date for report to come to Council. The approval of the EDS is dependent on the adoption of the Annual Business Plan and need until Sept/Oct 2025 to prepare a report.
10-Dec-2024	407/25	Heritage Review Update	C101224/7961	That the scope of the current Art Deco Review is expanded to include properties provided in Attachment 2 to this report that upon investigation are considered to meet the criteria for Local Heritage listing under the Planning, Development and Infrastructure Act 2016 to inform a future Code Amendment.	Strategy and Corporate	i In Progress	The heritage review commenced in 2021 as a defined investigation of a limited number of properties from the Art Deco era resulting in the nomination of 21 properties for heritage listing. Upon completion of that review, the investigation was expanded to include an additional 155 properties by resolution of Council in late 2024. The review is currently at the stage where the 155 properties are undergoing an in-house desktop review. Whilst the intent remains to complete the desktop review by mid-2026 and proceed to the investigation stage shortly after, should the substantive heritage review take longer than anticipated, the already completed investigation of properties from the Art Deco era can be prioritied as a separate and exclusive Code Amendment as originally intended.
10-Dec-2024	412/24	Feasibility of Expanding Community Safety Services	C101224/7964	That Council: 1.endorses an extension to community safety patrols, along Jetty Road Glenelg and Brighton by the beach patrol officer for a trial period from December 2024 until March 2025 inclusive. Thereafter a report to be prepared to Council on the extension of community safety patrols in 2025; and 2.notes that Administration meets regularly with key stakeholders to oversee community safety efforts citywide, which includes monitoring the performance of Council CCTV	Community and Business		The beach patrol officer undertook community safety patrols along Jetty Road (Glenelg and Brighton). The Community team are meeting with key stakeholders regularly to oversee community safety efforts citywide.
11-Feb-2025	14/25	William Kibby VC Veteran's Shed Mural	C110225/7984	network, with a report to be prepared and presented to Council annually. That Council grants landowner consent for the William Kirby VC Veterans' Shed to install a commemorative mural on the northern face of the shed structure as detailed in this	Community		
08-Apr-2025	N/A	Brighton Beachfront Holiday Park	N/A	report. Councillor Lindop asked a question in relation to the lease of the Brighton Beachfront Holiday Park and when the Masterplan will be brought back to Council.	and Business Assets and Delivery	Progress In Progress	Workshop was held with elected member on 15 September 2025.

weeting Date	Doc Ref	Report Title	Resolution Number	Resolution	Dept	Action	Progress Comments
08-Apr-2025	97/25	Seaford Rail Corridor Licence	C080425/8030	Motion		Status	Report to Council 23/09/2025.
				1.That Council enters into a new Licence Agreement with the Minister for Infrastructure and Transport for a term of five years commencing 1 August 2024 over the whole of the land contained within Certificates of Title: Volume 6168 Folio 475 Volume 6149 Folio 871 Volume 5150 Folio 321 Volume 5818 Folio 278 Volume 5897 Folio 48 Volume 5837 Folio 188 Volume 5837 Folio 188 Volume 5856 Folio 492 Volume 5856 Folio 233 Volume 5896 Folio 233 Volume 5896 Folio 775 Volume 5896 Folio 963 Volume 6149 Folio 865 and Volume 6150 Folio 205 (Rail Reserves).	Delivery	Progress	
				2.That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Licence over the Rail Reserves provided as Attachment 1 to this report.			
	N/A	Recreational vehicles parked on roads	N/A	Councillor Abley asked a question in relation to caravans and campervans being parked on Adelphi Terrace and the Esplanade.	Assets and Delivery	In Progress	1 September update: Resolution Number C130525/8041 from 13-May-2025 Traffic team has followed up with City of Charles Sturt, who have undertaken similar advocacy. Letter to stress the safety issues of this matter. Copy into letter Shadow Minister for Transport; LGA; Minister of Planning. When complete communicate this matter online.
13-May-2025		MoN - On-Street Parking of Large Vehicles in Residential Areas - Councillor Kane	C130525/8041	That Council write to the Minister for Transport requesting that legislation be developed or amended to allow for greater control of the parking of vehicles such as trailers, caravans trailers and other large vehicles not currently defined under existing legislation.	Assets and Delivery		1 September update: Traffic team has followed up with City of Charles Sturt, who have undertaken similar advocacy.
							Letter to stress the safety issues of this matter. Copy into letter Shadow Minister for Transport; LGA; Minister of Planning. When complete communicate this matter online.
27-May-2025	N/A	Adelphi Terrace time parking trial	N/A	Councillor Kane asked a question in relation to the timeline of the trial of times parking limits on Adelphi Terrace.	Assets and Delivery	In Progress	1 September 2025 update: Traffic team has followed up with City of Charles Sturt, who have undertaken similar advocacy and a letter is being drafted. The following will be copied into the letter - Shadow Minister for Transport; LGA; Minister of Planning. When complete, Traffic team will communicate this matter online.
27-May-2025	151/25	Heritage Advisory Committee	C270525/8060	That Council:	Strategy and		Second Round of recruitment for Independent Expert role underway. Shortlisting of
				1.establishes the Heritage Advisory Committee of Council under section 41 of the Local Government Act 1999;	Corporate	Progress	candidates to occur in October 2025.
				2.adopts the Terms of Reference presented in Attachment 1 to this report including proposed amendments;			
				3.appoints Councillor Miller, Councillor Fleming and Councillor Bradshaw as the Elected Member representatives to the Heritage Advisory Committee, for the term of Council;			
				4.appoints its Heritage Advisor and History Curator to the Heritage Advisory Committee;			
				5.delegates to the Chief Executive Officer authority to invite expressions of interest from suitably qualified members to the Heritage Advisory Committee for Council's future consideration and appointment;			
				6.delegates to the Chief Executive Officer authority to vary the meeting date, time and place of the Heritage Advisory Committee in consultation with the Chairperson;			
				7.delegates to the Chief Executive Officer authority to make amendments of a formatting and/or minor technical nature to the Heritage Advisory Committee Terms of Reference;			
				8.approves that ordinary meetings of the Heritage Advisory Committee be held at a minimum of once per quarter at a date and time to be determined by the Committee in line with their Terms of Reference; and			
				9.approves an adjustment of \$7,140 to the 2025-26 Annual Business Plan for payments of an allowance to members appointed to the Heritage Advisory Committee, outside of Elected Members and History Curator.			

Meeting Date	Doc Ref	Report Title	Resolution Number	Resolution	Dept	Meeting Action	Progress Comments
27-May-2025	153/25	Request for Reduction of Hoarding Fees	C270525/8063	That Council not accede to the request made by Mr Andrew Taplin in communication dated 7 May 2025 for a reduction in the payment of permit fees (hoarding and parking occupation) associated with the multi-storey apartment development occurring at 13-15 Colley Terrace, Glenelg, and resolve to uphold the standard calculated fee (approximately \$440,047.27 based on an 80-week duration) on the basis that: 1. The standard calculated fee is correctly derived from the approved Traffic Management Plan (TMP) and permit requirements for the Colley Terrace location, applying the rates stipulated in Council's current, adopted Fees and Charges Schedule. 2. The developer's proposed payment of \$94,500 is based on incorrect premises and is unacceptable for the following reasons: oThe proposed sum represents an approximate 67% reduction from an initial fee estimate of \$286,844.55. This original calculation itself stemmed from very early conversations and lacked any actual investigation by the developer into the project's feasibility is impacts on surrounding traffic and parking. oThe application of this 67% discount is allegedly based on historical precedents (Avista/George), which are not automatically applicable to the current project under current Council policy mandates specific justification and formal approval for any deviation from standard fees, a requirement that has not been met in this instance. 3. The developer's proposal cannot be deemed to provide sufficient additional community benefit beyond the standard expectations of the development itself that would warrant a substantial deviation (approx. 79% reduction) from the adopted Fees and Charges schedule. 4. The relocation of the bus stop, while a consequence of the site move to Colley Terrace, is an operational adjustment primarily required to facilitate the approved development setup. The associated disruption negatively impacts existing public transport users, and the cost (\$45,000, absorbed by the developer) represents a cost of undertaking the development in	Assets and Delivery	Status	4/9/25: Councils' decision was delivered to Mr Taplin. A subsequent request was made by Mr Taplin to review and refine the hoarding resulting in a recirculation of fees which was communicated to both CEO and his representatives. They have since submitted another request for fee reduction based on the new fees.
10-Jun-2025	179/25	Transforming Jetty Road	C100226/8079	That Council resolves: 1. to note the report prepared by Council Administration; 2. to note the responses received from the public during the community consultation process for the Transforming Jetty Road Project Coast and Transition Zones, and during the public notification process undertaken under section 32 of the Road Traffic Act 1961, and the 'Feedback Analysis Report' prepared by TSA Riley; 3. that having regard to public responses described above, it is determined not to proceed with the following proposals that were the subject of public consultation: a. Concepts B or C; b. closure of Jetty Road (between Moseley Street and Colley Terrace) as proposed in Concepts B and C; c. closure of Colley Terrace (between Jetty Road and Hope Street) as proposed in Concepts B and C; d. closure of Durham Street (between Jetty Road and Chittleborough Lane) to all traffic expect permit holders, bicycles and emergency vehicles, as proposed in Concepts A, B and C. 4. to proceed with Concept A (Durham Street Alternative Option) subject to the changes described in the 'Summary of Changes to Concept A Durham Street Alternative Option section of the Council Administration report; 5. for the purposes of rationalising the flow or impact of traffic within a part of the Council's area, to close Durham Street all vehicles turning right from Jetty Road on to Durham Street except permit holders, bicycles and emergency services vehicles; 6. to authorise the Chief Executive Officer to take such further steps as necessary under the Road Traffic Act 1961 to implement the Durham Street Alternative Option referred to in Recommendations 4 and 5 above by the installation of traffic control devices in the nature of signs prohibiting all vehicles turning right from Jetty Road on to Durham Street except permit holders, bicycles and emergency services vehicles; 7. to authorise the Chief Executive Officer to take such further steps as necessary: a. under the Road Traffic Act 1961 for the installation, alternation and removal of any ot		In Progress	
24-Jun-2025	N/A	Update on outstanding motion	N/A	Councillor Smedley asked a question in relation to a partly outstanding motion for a report identifying needed locations for crossings with lights.	Assets and Delivery	In Progress	Council's approach to pedestrian crossing with flashing lights will be addressed in the report to Council for endorsement of the Movement and Transport Plan. The Movement and Transport Plan will come to Council late 2025 for endorsement.
24-Jun-2025	185/25	Feasibility of Expanding Community Safety Services	C240625/8092	1.That Council endorses the continuation of summer peak season, community safety patrols along Jetty Road, Glenelg, and Brighton, conducted by the Beach Patrol Officer. 2.That the annual operating budget for beach patrols be increased by \$5,000 to support this initiative ongoing.	Community and Business	In Progress	Review undertaken. Next review at the end of the season in April 15/7 - Community Safety Tasks are complete, with CCTV review and report back to Council required
08-Jul-2025	212/25	Motion on Notice – Pedestrian Crossing at Brighton Road - Councillor Lindop	C080725/9090	That Council: 1. requests Council Administration to formally engage with the Department for Infrastructure and Transport (DIT) to review and improve pedestrian, cyclist, and mobility aid user safety crossing over Brighton Road to and from Jetty Road Glenelg at both sides of the intersection, including consideration of: • Green bike-delineated lanes and sharrows to clearly define cyclist pathways; • Clear line markings to guide all users and reduce conflict zones; • Pram ramps and accessible kerb transitions suitable for prams, mobility trolleys, wheelchairs, and walkers. 2. requests that Administration consult with relevant stakeholders, including Bike Adelaide, disability access advocates as part of this consideration 3. requests a report back to Council detailing the outcomes of any proposed improvements, including recommendations for funding or implementation timelines.	Assets and Delivery	In Progress	Site meeting held with Cr Lindop 2 July 2025. A commitment was made for the PM TJR to commission Tonkins to undertake a review of potential improvements together with costings, once the TJR City and Transition designs were complete. Once this has been done, an update will be provided to Council. Then a letter will be sent to DIT requesting improvements.
08-Jul-2025	215/25	Glenelg North Public Art Commission	C080725/9095	That Council: 1. notes this report; 2. endorses the concept design for the commission of a permanent public artwork by artist George Andric; and 3. approves the sculpture to be installed in Tarniwarra Reserve, located along the Esplanade at Glenelg North.	Community and Business	In Progress	Progress with installation of artwork.

Meeting Date	Doc Ref	Report Title	Resolution Number	Resolution	Dept	Meeting Action Status	Progress Comments
22-Jul-2025	237/25	Extension of License – Seacliff Uniting Church Netball Club	C220725/9104	1.That Council approves Seacliff Tennis Club Incorporated granting The Uniting Church in Australia Property Trust (S.A.) an Extension of Licence over a portion of land comprised in Certificate of Title Volume 6184 Folio 142 for a further term of five years commencing 5 August 2022 and expiring on 4 August 2027 and otherwise on the same terms and conditions, as outlined in the document provided as Attachment 1 to this report; and 2.That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to this Extension of Licence.	Assets and Delivery	The same of the sa	Awaiting execution copies from club. KB
22-Jul-2025	221/25	E-Scooters and Personal Mobility Devices	C220725/9105	That Council 1.directs Administration to apply to the Department for Infrastructure and Transport to prohibit Wheeled Recreational Devices from the footpaths on both sides of Jetty Road, Glenelg, in accordance with the Department's Operational Instruction 2.12, noting that this would include non-electric Wheeled Recreational Devices; 2.requests that Administration write to the Minister for Police to request enforcement of the new regulations and existing shared path road rules for users of the Coast Park Path within the City of Holdfast Bay, to mitigate the risk of increased conflict from increased use of Personal Mobility Devices; and 3.directs Administration to maintain a register of reported incidents, concerns, and improvements regarding the use of e-scooters over the following months and provide formal feedback to the Minister for Transport during the 12-month monitoring period.	Assets and Delivery	In Progress	9/9/25: 1. Administration preparing application. 2. Administration preparing letter. 3. Internal register has been set-up in RMS.
12-Aug-2025	240/25	Items in Brief	C120825/9111	That the following items be noted and items of interest discussed: 1.South Australia Waste Strategy 2025-2030 - Administrative Submission 2.Youth Barista Course Action: Send email re South Australian Waste Strategy 2025-2030 - Administrative Submission	Community and Business	Unassigne d	3
12-Aug-2025	245/25	Sub-Licence to Grasshopper Soccer - Brighton Rugby Club	C120825/9117	1. That Council approves a new Sub-Licence between Brighton Rugby Union Football Club (as Sub-Licensor) and Craig Clinton Baker (as Sub-Lessee) in respect of the rugby playing field for the period 1 January 2025 to 31 December 2025 and on the terms and conditions detailed in Attachment 1. 2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Sub-Licence over the rugby field at Brighton Oval, subject to Brighton Rugby Club's lease renewal to 17 June 2030 being finalised.	Assets and Delivery	In Progress	Awaiting execution by both clubs. KB 10/09/2025 update DG Extending due date from 4/9/2025 to 23/09/2025 to allow time for signed documents to be returned by clubs
12-Aug-2025	250/25	New Year's Eve Fireworks Display	C120825/9119	That Council approves additional funding of \$90,338 for the presentation of a reduced New Year's Eve event consisting of fireworks and public safety measures only at Glenelg and Brighton.	Community and Business	In Progress	
26-Aug-2025	272/25	Naming of Seacliff Park Lane	C260825/9130	That Council authorises the name Millar Lane be assigned to a lane located at Seacliff Park in CT 1072/125 DP 3082 in accordance with the City of Holdfast Bay's Naming of Public Places Policy.	Strategy and Corporate		The Naming of a Seacliff Park Lane is imminent, with street signs ordered, GIS updates intrain, and gazettal notice planned
26-Aug-2025	277/25	Accessible Parking Spaces – Brighton and Somerton Park Surf Life Saving Clubs	C260825/9132	That Council approves \$41,100 to undertake the civil construction works including concrete, asphalt, signage and line marking works to provide accessible parking spaces in the locations detailed in this report.	Assets and Delivery	In Progress	Project will be programmed into 2025/26 capital program.
26-Aug-2025	281/25	Gregory Lane – Street Lighting Audit	C260825/9133	That Council notes the findings of the report and includes the preferred works for consideration as a new initiative, subject to the Project Prioritisation Framework as part of the 2026-27 Annual Business Plan and Budget process. NB: Both options to be considered in ABP process	Assets and Delivery	In Progress	Project to be considered in the Annual Business Plan process. Listed as a new initiative.

Council Meeting: 23 September 2025 Council Report No: 315/25

Item No: 15.2

Subject: MONTHLY FINANCIAL REPORT – AS AT 31 AUGUST 2025

Summary

The financial report for municipal activities to the 31 August 2025 confirms that Council is on target to meet its estimated surplus of \$664,179 in 2025-26. Favourable minor variances indicate a positive financial position for the remainder of the year.

Recommendation

That Council receives the financial report for Municipal activities for the two months to 31 August 2025.

Background

Applying the principles of good corporate governance, Council is provided with monthly reports detailing its financial performance compared to its budget.

Report

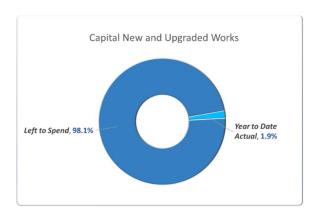
A summary of Council's financial performance to 31 August 2025 is provided in the following table.

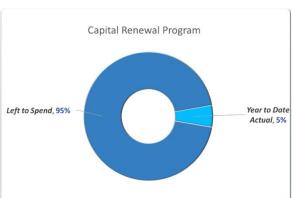
All amounts in \$000	2025-26 Adopted Budget	2025-26 Year to date Budget	2025-26 Year to date Actuals	Variance	
Operating revenue	62,560	51,103	51,172	69	1
Operating expenditure	(61,895)	(7,263)	(7,139)	124	1
Result from Operational Activities	664	43,840	44,033	193	
Capital renewal Program (Net)	(28,199)	(568)	(549)	18	1
Capital New and Upgraded Works (Net)	(17,553)	(936)	(925)	11	1
Loan Repayments	(2,802)	-	-	-	
Loans repaid by community clubs	21	3	3	-	
Result from Capital Activities	(48,533)	(1,501)	(1,471)	30	
Add back non-cash items	12,820	-	-	-	
Funding (Requirement)/Surplus	(35,049)	42,339	42,562	223	

Operational activities are currently ahead of budget with savings on employee expenses due to temporary vacancies. Similarly, year-to-date revenue is higher than budget due to a range of minor favourable variances. Variances by individual business units are provided in Attachment 1.

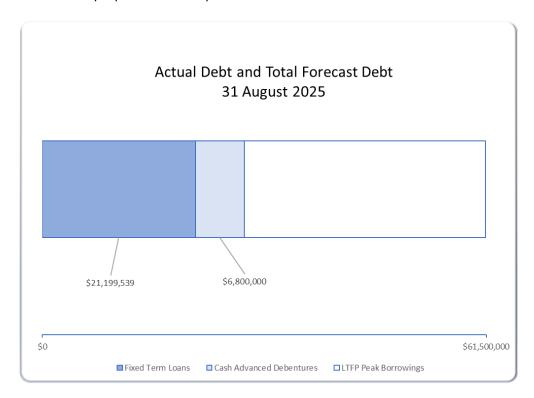
Refer Attachment 1

A detailed progress report on Council's program of works is provided each quarter, however, in the interim the following graphs represent the percentage of total capital works financially completed by 31 August 2025.





At the date of this report, borrowings, as forecast in the current Long Term Financial Plan, will peak at \$61.4 million in 2025-26. The following graph depicts Council's current debt position and illustrates this as a proportion of that peak forecast debt.



Budget

The content and recommendation of this report indicates the effect on the budget.

Life Cycle Costs

Not applicable

Council Meeting: 23 September 2025 Council Report No: 315/25

Strategic Plan

Statutory compliance

Council Policy

Not applicable

Statutory Provisions

Local Government (Financial Management) Regulations 2011, Regulation 9

Written By: Management Accountant Lead

General Manager: Strategy and Corporate, Mr A Filipi

Attachment 1





City of Holdfast Bay Municipal Funds Statement as at August 2025

2025 - 2026	Ϋ́	ar to Dat	e e		2025 - 2026	
Original	Adopted				Adopted	
Budget	Forecast	Actual	Variance		Forecast	
\$'000	\$'000	\$'000	\$'000		\$'000	Not
297	9	19	(10)	Cemeteries	297	
(1,700)	(183)	(163)	(- /	Council Administration	(1,700)	
(903)	(104)	(76)	. ,	Development Services	(906)	
2,320	197	196		FAG/R2R Grants	2,567	
(2,196)	(472)	(466)		Financial Services	(2,196)	
(12,897)	` -	` -		Financial Services-Depreciation	(12,897)	
(305)	-	-	-	Financial Services-Employee Leave Provisions	(305)	
(2,588)	103	113	(10)	Financial Services-Interest on Borrowings	(2,588)	
182	-	-	-	Financial Services-SRWRA	182	
47,374	48,825	48,846	(21)	General Rates	47,374	
(3,851)	(2,054)	(2,066)	12	Innovation & Technology	(3,910)	
(828)	(85)	(62)	(23)	People & Culture	(828)	
(1,023)	(134)	(132)	(2)	Strategy & Governance	(1,023)	
(1,384)	(217)	(184)	(33)	City Activation	(1,433)	
15	(7)	8	(15)	Commercial - Partridge House	(2)	
(655)	(93)	(99)	6	Communications and Engagement	(655)	
(417)	(58)	(57)		Community and Business Administration	(417)	
(1,145)	(20)	(16)	(4)	Community Events	(1,145)	
1,456	143	176		Community Safety	1,456	
(652)	(32)	(40)		Community Wellbeing	(677)	
(621)	(90)	(85)	٠,	Customer Service	(621)	
(0)	658	683		Jetty Road Mainstreet	(111)	
(1,848)	(298)	(310)		Library Services	(1,848)	
(377)	(55)	(48)		Assets & Delivery Administration	(377)	
1,524	91	82		Commercial - Brighton Caravan Park	1,524	
597	126	135	٠,	Commercial & Club Leases	597	
(9,588)	(1,350)	(1,395)		Depot Operations	(9,588)	
(1,296)	(192)	(182)		Engineering & Traffic	(1,628)	
(787)	(14)	(10)		Environmental Services	(787)	
(2,880)	(358)	(345)		Property Management	(2,880)	
(509)	(72)	(68)		Public Realm and Urban Design	(509)	
(721)	(31)	(43)		Street Lighting	(721)	
(4,700)	(392)	(379)	. ,	Waste Management	(4,700)	
1,122	-	-	-	Less full cost attribution - % admin costs capitalised	1,122	
1,013	43,840	44,033	(193)	=Operating Surplus/(Deficit)	664	
12,897	_	_	_	Depreciation	12,897	
123	_	_	_	Other Non Cash Items	123	
13,020	-	-		Plus Non Cash Items in Operating Surplus/(Deficit)	13,020	
14,033	43,840	44,033		=Funds Generated from Operating Activities	13,684	
10.000	200	201	(1)	Amounta Received for New/Ungraded Accets	10,506	
10,000 470	60	62		Amounts Received for New/Upgraded Assets Proceeds from Disposal of Assets	470	
10,470	260	263		Plus Funds Sourced from Capital Activities	10,976	
	(007)	(0.07)	, ,	•	<u></u>	
(13,330)	(997)	(987)		Capital Expenditure on Renewal and Replacement	(18,023)	
(31,693)	(768)	(750)		Capital Expenditure on New and Upgraded Assets	(38,704)	
(45,023)	(1,765)	(1,738)	(27)	Less Total Capital Expenditure	(56,727)	
21	3	3	-	Plus:Repayments of loan principal by sporting groups	21	
21	3	3	-	Plus/(less) funds provided (used) by Investing Activities	21	
(20,499)	42,339	42,561	(223)	= FUNDING SURPLUS/(REQUIREMENT)	(32,047)	
				Funded by		
_	(39)	(39)	_	Increase/(Decrease) in Cash & Cash Equivalents	-	
-	44,578	44,800		Non Cash Changes in Net Current Assets	200	
(23,301)	(2,200)	(2,200)	, ,	Less: Proceeds from new borrowings	(35,049)	
	-	-		Less: Net Movements from Cash Advance Debentures	-	
					2 202	
2,802	-	-	-	Plus: Principal repayments of borrowings	2,802	

Council Meeting: 23 September 2025 Council Report No: 318/25

Item No: 15.3

Subject: 2024-2025 EVENT SEASON SUMMARY

Summary

This report provides an overview of the 2024–2025 event season delivered by the City of Holdfast Bay. The season featured a diverse calendar of events that attracted over 580,000 attendees, supported local economic activity, and advanced the objectives of the Our Holdfast 2050+ Strategic Plan.

Events ranged from major festivals and cultural commemorations to community street parties and national celebrations, reinforcing Holdfast Bay's reputation as a vibrant, inclusive, and resilient coastal destination.

Recommendation

That Council notes this report.

Background

The City of Holdfast Bay delivers a year-round program of events to foster community connections, support local businesses, and enhance the City's appeal as a visitor destination. The 2024–2025 season built on previous years' successes and introduced new initiatives aligned with strategic goals.

The busy season highlighted the need to review the events program from a sustainability perspective to ensure City of Holdfast Bay is receiving return on investment, ensuring quality programming and meeting resource requirements all while aligning with strategic goals including ensuring the city is a premier events destination, the program provides positive economic impact and supports community placemaking and pride.

Report

Event season at a glance

A total of 383 events were held in 2024-25 with 580,000 attendances, which can be broken down as follows:

- 37 produced
- 103 supported
- 182 facilitated
- 6 civic
- 55 private events
- 190 unique events

Council Meeting: 23 September 2025 Council Report No: 318/25

Season Highlights:

- **Glenelg Winter Arts Festival** drew 40,714 visitors but concluded due to financial sustainability concerns.
- **Sea to Shore** Glenelg Seafood Festival attracted 21,335 visitors and generated a single-day local spend of \$4.74 million.
- Glenelg Christmas Pageant celebrated its 70th anniversary with 70 floats and 33,000 spectators.
- Proclamation Day commemorated South Australia's 188th anniversary with cultural ceremonies.
- New Year's Eve celebrations drew over 60,000 attendees with fireworks and live music.
- Glenelg Ice Cream Festival drew 30,000 visitors to Jetty Road, featuring artisan vendors, live entertainment, and inclusive precinct activations that boosted economic impact and reinforced Glenelg's summer appeal.
- **Tour Down Under** race starts at both Brighton and Glenelg showcased Holdfast Bay's capacity for high-profile sporting events.
- Australia Day Ceremony welcomed 60 new citizens and honored local achievements.
- **Brighton Street Parties** attracted over 12,000 attendees from across a summer and winter event.
- Moseley Beach Club welcomed 75,000 visitors with expanded infrastructure and programming.
- MIX 102.3 Giant Wheel had over 101,000 riders with themed experiences.
- **ANZAC Day** ceremonies were held at Brighton and Glenelg with approximately 9,000 attendees across the two sites.

A detailed individual event summary is provided as Attachment 1.

Refer Attachment 1

Work continues reviewing the sustainability of the events program with anticipated recommendations for the 2026-27 program and beyond to be presented to Council before the end of 2025.

Budget

Allocations for identified events were included in the 2024–25 endorsed Events budget.

These events used approximately 5000+ event management hours resulting in 0.6FTE overallocation of the Events team and 981hrs (25.7 weeks) of TOIL accrued. In addition, 99 of these events required more than 2,200 Field Services hours, however this did not directly impact budget.

Life Cycle Costs

Not applicable

Strategic Plan

Innovation: entrepreneurialism for lifelong growth, economic and social vibrancy

City of Holdfast Bay

Council Meeting: 23 September 2025 Council Report No: 318/25

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Event Lead

General Manager: Community and Business, Ms M Lock

Attachment 1





2024-2025 Events Season

Our City's calendar of community events plays a key role in advancing the goals of the Holdfast 2050+ Strategic Plan. Over the past year, a diverse lineup of gatherings united residents, drew more than 580,000 visitors, and highlighted our dedication to ecological stewardship, cultural vibrancy, and forward-thinking initiatives. These occasions not only strengthened neighbourhood bonds but also furthered our ambitions to revitalise public spaces, invigorate local businesses, and preserve our shared heritage – each contributing profoundly to our collective vision of a resilient, inclusive, and sustainable future.

Glenelg Winter Arts Festival

The Glenelg Winter Arts Festival ran from 5 to 21 July 2024 at Colley Reserve under a three-year licence with Gluttony Food & Wine Pty Ltd. This third season drew an estimated 40,714 visitors, of whom 14,356 attended ticketed sessions — a 4.38 percent increase in tickets sold across 124 sessions—and featured 32 distinct shows and workshops across multiple performance spaces. Programming ranged from live music and comedy to circus, magic and family-friendly experiences, while two Jetty Road traders supplied on-site food and beverage offerings — strengthening ties with local businesses and enlivening the precinct.

According to SpendMapp, local expenditure in Glenelg during the festival totalled \$23.4 million – a slight dip from the \$24.1 million recorded in 2023, largely attributable to unfavourable weather over the final weekend – yet still underscores the event's ability to stimulate winter trade in Glenelg. Although the festival achieved strong patronage and cultural activation, it did not meet required financial sustainability thresholds for the operator or Council's ongoing sponsorship. Council therefore invoked the early-termination clause in its agreement with Gluttony Food & Wine Pty Ltd, concluding the Glenelg Winter Arts Festival after the 2024 season.

Sea to Shore: Glenelg Seafood Festival

In October 2024, the Sea to Shore: Glenelg Seafood Festival celebrated its third edition as a dedicated two-day foreshore event on Jimmy Melrose Park. For the first time, the festival ran over two days (26-27 October) transforming Glenelg's foreshore into a seafood hub. The program featured 14 best-in-class food vendors alongside a demonstration stage equipped with a professional kitchen for live cooking presentations by respected South Australian chefs. Drawing approximately 21,335 visitors over the weekend, the event delivered a seamless, immersive experience that built on feedback from previous years. Economic impact analysis via Spendmapp shows an average uplift of \$300k (8.75%) on the event weekend in comparison to similar weekends in the precinct, underscoring its impact as a destination event.

Beyond its culinary attractions, Sea to Shore drove tourism and economic vitality, spotlighting South Australia's seafood producers and renowned restauranteurs. The festival's design supports Holdfast Bay's strategic aims to enliven public spaces, foster community connections, and stimulate sustainable local prosperity, reinforcing Glenelg's status as a premier coastal destination.

Glenelg Christmas Pageant

On Sunday, 24 November 2024, an impressive crowd of around 33,000 people gathered along Jetty Road and Colley Terrace to celebrate the 70th Glenelg Christmas Pageant. In a fitting nod to its Diamond Anniversary, the parade featured exactly 70 floats—ranging from colourful entries by eight local schools and two kindergartens to marching bands, surf-lifesaving clubs, community groups and two local businesses—each bringing festive flair to the streets. More than 3,000 participants brought the procession to life, including nearly 1,900 children under 12, who danced, waved and cheered their way through the streets. After the parade, families flocked to the Bay Discovery Centre for photos with Santa, while Moseley Square and Jimmy Melrose Park buzzed with maker markets and the annual Glenelg Sunset Markets, extending the festive fun deep into the afternoon. This milestone event not only honoured seven decades of community tradition but also reinforced Glenelg's reputation as an inclusive and vibrant coastal destination.

Proclamation Day

On Saturday, 28 December 2024, the City of Holdfast Bay commemorated South Australia's 188th Proclamation Day beneath the shade of the Old Gum Tree, honouring the 1836 reading of the Letters Patent that formally established the colony and acknowledged Aboriginal rights for the first time in Australia's legislative history. In close partnership with Kaurna representatives, the day began with a small overnight camp on 27 December, led by Kaurna Elders Jeffery Newchurch, Lynette Crocker, Merle Simpson and Frank Wanganeen, whose custodianship set the tone for the formal ceremonies. A traditional smoking ceremony opened proceedings, followed by a Welcome to Country and reflection delivered by proud Kaurna, Narungga and Kokatha woman Quahli Newchurch on behalf of all Traditional Owners.

Her Excellency the Honourable Frances Adamson AC, Governor of South Australia, then read the original proclamation, after which Amanda Wilson, Mayor of the City of Holdfast Bay, and the Honourable Susan Close MP, Deputy Premier of South Australia, offered addresses acknowledging the enduring significance of Proclamation Day. Approximately 300 guests—including Stephen Patterson MP (Member for Morphett), Alex Dighton MP (Member for Black), Sarah Andrews MP (Member for Gibson), mayors and councillors from across the state, and representatives of local historical societies, defence forces and emergency services—gathered to witness this blend of heritage and contemporary cultural exchange. Through these rituals Council reaffirmed its commitment to fostering inclusivity, preserving heritage and strengthening community wellbeing through respectful collaboration with First Nations partners.

New Years Eve Celebrations

On Tuesday, 31 December 2024, Glenelg and Brighton once again rang in the new year with a completely alcohol-free, family-friendly celebration that attracted more than 60,000 people to the foreshore and adjacent beachfront precincts. The early evening event commenced on the Glenelg foreshore, where DJ performances energised crowds until midnight, while DJs entertained at Brighton until 10pm. Synchronised fireworks lit up the sky at 9.30pm on both Glenelg beach and Brighton jetty, drawing an estimated 50,000 spectators, before a second display at midnight brought approximately 60,000 people together at Glenelg alone.

Meticulous planning underpinned the event's success. Council's events team collaborated closely with South Australia Police, Metropolitan Fire Service, SA Ambulance Service, St John, Surf Life Saving SA to develop a comprehensive risk and emergency management plan. An Event Operations Centre (EOC) staffed by representatives from these agencies operated out of Glenelg Town Hall throughout the night, ensuring rapid coordination of any incidents. In addition, Glenelg was declared a Public Precinct under enhanced policing powers, with a visible event security presence helping to maintain a safe, orderly atmosphere and minimise anti-social behaviour. The celebrations concluded without

major incident, reinforcing Council's commitment to delivering vibrant, inclusive gatherings that prioritise community safety.

Glenelg Ice Cream Festival

On Thursday, 23 January 2025, Glenelg Ice Cream Festival returned for its third summer, turning Jetty Road into a bustling ice cream village from 4 pm to 10.30 pm. Drawing around 30,000 visitors – both out-of-towners and locals – the event coincided with the eve of the Santos Tour Down Under Men's Hahn Stage 4 start, underscoring Glenelg's appeal as a premier events destination. This 2025 event footprint expanded into adjacent side streets, featuring shaded seating, a dedicated kids' zone on Nile Street and a sensory zone by Spectrum Connect to welcome patrons with sensory sensitivities. More than a dozen South Australian artisans offered everything from classic scoops to gourmet gelato, complemented by live music, fashion parades and family-friendly activities.

Independent research by McGregor Tan found that 70% of attendees travelled specifically for the festival and 22% were residents, each spending an average of \$82.80. A post-event survey of 330 Jetty Road, Glenelg traders yielded recommendations for 2026, including earlier schedule releases, stronger marketing, revised licensing, a Friday-afternoon launch and tighter stall layouts. Intercept surveys at Sea to Shore and Ice Cream festivals showed 92% believe these events enhance Glenelg's seaside image and showed satisfaction remains high, social media is the primary awareness channel, and ongoing improvements in communications are needed.

This year, the 2024 Glenelg Ice Cream Festival won a silver medal in the TiCSA South Australian Tourism Awards – Category 4 Festivals and Events. The 2025 Glenelg Ice Cream Festival has again been entered in the 2025 TiCSA South Australian Tourism Awards (to be judged and announced in November 2025).

Tour Down Under – Race Starts (Glenelg & Brighton)

On Friday, 17 January 2025, the Ziptrak® Women's Stage 1 commenced the 25th Santos Tour Down Under from Jetty Road and the Esplanade in Brighton, with a morning parade, an official Acknowledgement of Country followed by a race start at 11.10am showcasing elite women's cycling along the scenic coastline.

A week later, on Friday, 24 January, the Hahn Men's Stage 4 began at Colley Terrace and Jetty Road, Glenelg, featuring an Australian Defence Force PC-21 flyover and a seamless transition from the Glenelg Ice Cream Festival, reinforcing Holdfast Bay's capacity to host back-to-back major events.

Both starts demonstrated meticulous event management & coordination – early road closures at both Brighton and Glenelg were managed with clear community FAQs and notifications – and extensive media coverage, including aerial and on-ground broadcasts. Thousands of spectators lined the courses, driving significant visitor spending and overnight stays. These stages directly advanced key strategic objectives to stimulate economic activity, heighten destination awareness and foster community pride, cementing Holdfast Bay's reputation as a vibrant, year-round event hub.

Australia Day

On Sunday, 26 January 2025, the City of Holdfast Bay convened its Australia Day ceremony in the Stamford Grand ballroom, where 60 new citizens—hailing from 25 different nations—made their pledge of commitment in strict accordance with the Australian Citizenship Ceremonies Code. This ceremony fulfilled the Commonwealth Government's requirement that councils hold citizenship ceremonies on Australia Day, or within three days either side.

Immediately following the pledge, Mayor Amanda Wilson presided over the presentation of the City's Australia Day and Community Recognition Awards, which were selected by a panel guided by the Australia Day Council of South Australia's criteria. The awardees were:

- Citizen of the Year: Fran Lovell
- Young Citizen of the Year: Liam McBean
- Community Event of the Year: Brighton Jetty Classic
- Active Citizenship Award (three recipients): Andrea Bodey, Beau Warren, Frank White

The program featured speeches by special guests – including Hon. Peter Malinauskas MP, Premier of South Australia; members of Parliament Louise Miller-Frost, Alex Dighton, Sarah Andrews and Stephen Patterson; Australia Day Ambassador Dr Victoria Cox; and Senior Kaurna Elder Uncle Mickey – each delivering apolitical, bipartisan welcomes in line with federal protocol. By blending solemn citizenship formalities with celebration of local achievements, the event reinforced Holdfast Bay's dedication to community inclusion, civic pride and adherence to national standards for both ceremonies and awards.

Brighton Street Parties

The inaugural Brighton Summer Street Party was held on Saturday 1 February 2025 from 12 noon to 8 pm, transforming Jetty Road, Brighton into a community precinct with extended dining areas, free children's activities and live local music. The summer edition provided a safe, family-friendly gathering that aligned with the Brighton Jetty Classic event and drew over 5,000 visitors, strengthening community pride and evening-economy spend.

The Brighton Winter Solstice street party was held for its fifth year on Saturday 21 June 2025. With perfect winter's day conditions, the event attracted its largest attendance to date - almost 10,500 people – and generating a \$145k (19.5%) uplift in local spend when compared to similar weekends. The extended event site which included the roundabout at the Esplanade, provided more space for the local community to enjoy fire pits, festoon lighting, entertainment and food and beverages from local traders up until the new finish time of 9.30pm which was positively received by traders and members of the public alike.

Moseley Beach Club

On Saturday, 30 November 2024, the Moseley Beach Club reopened for its eighth season on the Glenelg foreshore, remaining open daily until 13 April 2025 and welcoming over 75,000 visitors – an increase on last year's attendance. Drawing on modern Spanish and Southeast Asian inspirations, the club introduced a tapas-style menu alongside its hallmark cocktails, while signature activations such as the weekly Spanish fiesta and sunset yoga series broadened its cultural offering.

With 3,564 prepaid bookings (including 887 international reservations, 24.89% of the total, from 51 nations), the venue sustained its global appeal. Infrastructure enhancements – ranging from expanded shaded boardwalks and swing seating to a fully equipped audio booth and dual-bar setup – ensured seamless operations. No tidal washouts were experienced this season.

Environmental stewardship continued to improve with biodegradable serviceware and a three-bin waste system underpinning the club's green credentials. Strategic media partnerships amplified brand visibility both domestically and overseas. Complemented by a 7.5% uplift in organic social reach and 1,771 new followers across Instagram and Facebook, these efforts reinforced the Moseley Beach Club's role as a cornerstone of Holdfast Bay's vibrant tourism sector.

MIX 102.3 Giant Wheel

The 2024–25 MIX 102.3 Giant Wheel season (25 October 2024 to 11 May 2025) marked another strong year with 101,720 riders, a slight dip from 105,373 the previous season, attributed partly to poor weather over ANZAC Day and Easter. Season passes increased and wheelchair-accessible gondola usage doubled to over 100 trips. Online ticketing grew to 1.77 % of sales. Highlight days included 29–30 December, New Year's Eve, and Easter weekend activations such as the Easter Egg Hunt (846 pre-booked children). Collaborations with Jetty Road traders and bespoke gondola experiences (Christmas, Valentine's Day and sensory sessions) reinforced community engagement. This operationally smooth season underscored the wheel's contribution to Holdfast Bay's visitor economy and family-friendly event portfolio.

ANZAC Day

ANZAC Day dawn services were held on Friday 25 April 2025 at Moseley Square, Glenelg and at the Arch of Remembrance, Brighton. These events were organised by the Glenelg Plympton and Brighton RSL sub-branches respectively, with Council administration providing support for costs as well as inkind event support. At the Brighton ceremony approximately 5000 people watched Mayor Amanda Wilson place a wreath in memory of fallen servicemen and women. At Glenelg a wreath was placed by Councillor Allison Kane on behalf of the City of Holdfast Bay. It is estimated that almost 4000 people attended the Glenelg memorial.

Item No: 15.5

Subject: BIODIVERSITY ASSESSMENT RESULTS

Summary

The Environment Strategy 2020–2025 includes a target to increase the average city-wide biodiversity score on public land from 12.8 in 2018 to 14 by 2025, and to 16 by 2030 in Our Holdfast 2050+. The maximum possible score is 45.

Biodiversity assessments, using the same methodology, conducted in 2018 and again in 2024-25, found that the average city-wide biodiversity condition score has increased from 12.8 in 2018 to 17.6 (a 37.5% increase) exceeding both targets. This report provides some highlights of the work undertaken to achieve this success.

Recommendation

That Council notes the report.

Background

The Environment Strategy 2020–2025 includes a target to increase the average city-wide biodiversity score on public land from 12.8 in 2018 to 14 by 2025, and to 16 by 2030 in Our Holdfast 2050+. In order to set this baseline, council conducted biodiversity assessments of 134 sites in 2018, which established the average biodiversity condition score across public land of 12.8, out of a possible 45. During 2024-25 these biodiversity assessments have been repeated to measure progress against the targets.

Both sets of assessments used the Bushland Assessment Methodology, developed by the Native Vegetation Council. Even though this method was originally developed to be used to assess remnant bushland, it is still a useful guideline for us to gauge the condition of our urban sites.

Report

The 2024-25 biodiversity assessments found that the average biodiversity condition score has increased from 12.8 in 2018 to 17.6 (a 37.5% increase), out of a possible 45, exceeding targets set in the Environment Strategy and Our Holdfast 2050+.

There are some significant highlights from the most recent assessments, the most notable being the improvement in the score for Shannon Avenue Reserve, Glenelg North. This site scored 8 in 2018 and increased to 40 in 2024 – a 400% improvement. This increase in biodiversity at Shannon Avenue Reserve came about in 2024 through a grant from Green Adelaide, matched by council, and was part of a wider project called the Warriparri (Sturt River) Greening Project.

This project has created the first biodiversity corridor in the City of Holdfast Bay, allowing native plants and animals to move through the urban landscape by using these biodiverse stepping stones along the river corridor. Over a period of five years, similar work, involving the removal of declared weeds and the planting of more than 10,000 native plants, was undertaken in Bob Lewis, Stewart Avenue and Fordham Reserves, all in Glenelg North, which had the lowest biodiversity score of all Holdfast Bay suburbs. These sites have also shown significant improvements with Bob Lewis Reserve improving from 8 to 35 (337%), Stewart Avenue Reserve improving from 9 to 33 (266%).

An unexpected positive outcome of this project was the partnership that was established with the Friends of Sturt River Landcare Group volunteers. This group has been integral to engaging nearby residents in caring for these native biodiverse areas in Glenelg North. They were involved in many components of the project including community engagement, plant selection and community planting days. These volunteers are passionate advocates of the biodiversity now contained within the sites and continue to partner with City of Holdfast Bay on community engagement, education and maintenance supported by the Environment Team, in collaboration with the Open Space Team.

Railway Terrace/Addison Avenue, Hove also had a significant improvement from 10 to 36 (260%). This was a result of a new initiative undertaken in 2023. Residents on both Addison Ave and Railway Terrace/Caroona Avenue were engaged, with weeds removed in areas of active resident engagement and two separate community planting days held with the wider Holdfast Bay community. The Department of Infrastructure and Transport assisted with weed removal for this project, with on-going maintenance currently being undertaken by residents, and contractors engaged by the Environment Team, as well as Open Space staff.

Several sites started at zero in 2018, which meant there was no native biodiversity at all, and saw significant improvements by 2024. These include: the Davenport Terrace Pocket Park in Seacliff Park, which rose from 0 to 26 thanks to work from the Open Space Team; the Kauri & Community Sports Centre in Seacliff, from 0 to 13; and a section of Brighton Oval and the bike jump area on Folkestone Road both increasing from 0 to 11.

Other sites that saw large biodiversity assessment score changes were:

- Coastal dune zone 3 (Glenelg), improved from 3 to 28 (833%) with regular weed control investment from the Environment Team.
- Pine Gully zone 4 (Kingston Park) improved from 9 to 31 (244%). This was mainly due
 to new infrastructure works occurring in part of this zone that included biodiversity
 plantings, funded through a grant from Green Adelaide and matched by council. This
 work has been enhanced by the work of the Friends of Pine Gully, keen local
 volunteers who advocate, plant and maintain the site with support from the
 Environment Team.
- Gilbertson Gully zone 8 (Seacliff Park) improved from 16 to 37 (131%), due to significant weed control and revegetation works, and on-going contractor maintenance.

There were 28 sites that remained steady with the same scores from 2018 to 2024, and unfortunately some decreases in native biodiversity on 25 reserves. Of the 28 sites, 22 of these

decreases are minor (between only 1 and 4 points) and can be attributed to the objectiveness of different consultants used between 2018 and 2024 assessments. However, there were 3 sites that showed larger biodiversity score decreases as follows:

- Cygnet Court (adjacent lock) decreased from 16 to 8 due to recent infrastructure works. The open space team has plans to remediate this area once lock infrastructure works are complete.
- Dulcie Perry Park (site 2) decreased from 22 to 8, due to locally native plants being replaced because of height issues on this traffic island. As the replacement plants are currently surviving there is no plan to replace.
- North Brighton Cemetery (site 2 outside fence) decreased from 28 to 10, due to the removal of understorey native plants leaving only a single species and lifeform. This area is challenging to manage with conflicting land use issues. However, the 2025-26 New Initiative may look to add native species as a part of the overall project.

The success of the last few years has been due to several factors:

- leveraging council funding with grants
- Biodiversity Action Plans for key sites
- hiring an Urban Greening Officer in 2021 to lead this work
- our partnership with Green Adelaide
- the goodwill of our Holdfast Habitat Heroes and other volunteer groups
- excellent community engagement with residents who are local to specific sites.

There have also been reintroductions of several rare and endangered native plants in the dunes, Cedar Avenue Reserve and Kingston Cliff Face, with plants provided by Green Adelaide.

In addition to all the revegetation work, the past few years have also seen some rewilding activities, including the reintroduction of painted dragons (*Ctenophorus pictus*) and the attempted reintroduction of bitterbush blue (*Theclinesthes albocincta*) to Minda dunes. Attempted reintroductions of the black and white sedge-skipper (*Antipodia atralba*) have also taken place at Kingston Cliff Face. These activities have occurred thanks to our close partnership with Green Adelaide.

Budget

Subject to budget availability, Council will continue to undertake these assessments approximately every 5 years to quantify the progression of native biodiversity across Holdfast Bay's public land.

Ideally the next round of assessments will need to be redone in the 2030 – 2031 financial year, and a budget of approximately \$30,000 will be needed at that stage.

Life Cycle Costs

Any new revegetation projects can potentially be funded through grant opportunities; however, this funding will need to be matched by council.

Council Meeting: 23 September 2025 Council Report No: 316/25

Strategic Plan

Our Holdfast 2050+: Increase the average biodiversity score from 12.8 in 2018 to 14 in 2025 and 16 in 2030.

Environment Strategy 2020 - 2025:

- Increase average biodiversity score from 12.8 in 2018 to 14 by 2025
- 10 priority actions in the Our Nature section

Open Space and Public Realm Strategy 2018 – 2030: Enhanced natural environments

Council Policy

Coastal Vegetation Management Policy

Statutory Provisions

Not applicable

Written By: Urban Greening Officer

General Manager: Assets and Delivery, Ms C Hughes

Item No: 15.6

Subject: EXTENSION OF LEASE – ROTARY CLUB OF SOMERTON PARK

Summary

Rotary Club of Somerton Park holds a five-year lease over one of the rear sheds at Brighton Oval until 30 June 2023, with an option to renew for a further five years. This report seeks Council's endorsement for a Lease extension for a further five years until 30 June 2028.

Recommendation

- That Council enters into an Extension of Lease with Rotary Club of Somerton Park Incorporated over a portion of land comprised in Certificate of Title Volume 5750 Folio 187 and known as Brighton Oval, for a further term of five years commencing 1 July 2023, and expiring on 30 June 2028, and otherwise on the same terms and conditions, as outlined in the document provided as Attachment 1 to this report.
- 2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to this Extension of Lease.

Background

Rotary Club of Brighton formerly occupied the premises located at 411 Brighton Road, Brighton prior to the property being sold. At the time, it was agreed to relocate the Club to the building on Stopford Road, which had previously been occupied by the Glenelg Pigeon Club. Having exclusively occupied occupied this site for a couple of years, In 2015, when the Club was winding up, Council resolved to assign the lease to Rotary Club of Somerton Park.

At its meeting held on 24 April 2018, Council resolved to enter into a lease with Rotary Club of Somerton Park to occupy a portion of Brighton Oval for their exclusive use over a five-year period commencing 1 July 2018 (Resolution No. 240418/1137). Under the terms of the Lease, the Club was afforded a right of renewal for a further five years, which it is now requesting.

Report

Site Usage

The Rotary Club of Somerton Park, founded in 1988, meets twice a month for breakfast in the Holdfast Bay area. It focuses on community service, youth programs, fundraising and cultural initiatives. Examples of their engagement with the community include supporting Foodbank, running Bunnings barbeques, and hosting the Rotary Youth Photographic Exhibition. The Club brings local people together to create a positive impact both locally and beyond. The site provides much needed storage space of their equipment required to deliver services.

Lease Terms

Administration has prepared the Extension of Lease to allow for the existing Licence to be extended for a further five-year period, expiring 30 June 2028 on the same terms and conditions (as required under the terms of the renewal clause). A copy of the agreement, which has already been signed by the club, and is provided as Attachment 1 to this report.

Refer Attachment 1

Lessor:	City of Holdfast Bay	
Lessee:	Rotary Club of Somerton Park Incorporated	
Site:	Brighton Oval	
Leased Area:	Entirety of largest rear shed, parallel to Stopford Road, next to the Dog Club	
Permitted Use:	Rotary Club and associated activities	
Times of Use:	Exclusive use	
Term of Lease:	5 years	
Renewal:	No further right of renewal	
Commencement:	1 July 2023	
Expiry:	30 June 2028	
Annual Rent:	\$287.87 plus GST per annum	
Rent Review:	CPI (Adelaide – All Groups) on the anniversary of the commencement	
Outgoings:	Building Insurance Electricity	

Calculation of Rent

Under the terms of the existing Lease, rent is to be reviewed annually by the change in the Consumer Price Index. This extends to any period of holding over or during any renewed term, and Administration has been increasing their rent in accordance with these terms. The calculation of \$287.87 per annum as of 1 July 2023 is provided as Attachment 2 of this report. The current rent payable effective 1 July 2025 is \$306.14 per annum plus GST.

Refer Attachment 2

Recovery of Outgoings

Building insurance premiums and electricity are passed on to the Club. Water is not recharged to the Club and is charged to the Dog Club. With only a sink within the premises their usage is negligible.

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, the Club was able to demonstrate compliance across many items. This included being up to date with payments and having provided various governance documents. Administration will continue to work with the Club throughout the year to ensure the remaining documents are provided. A summary is provided as Attachment 3 of this report.

Refer Attachment 3

Council Meeting: 23 September 2025 Council Report No: 307/25

Summary

There is no doubt without organisations such as the Rotary Club of Somerton Park, the opportunities and support provided to the community would be limited. It is therefore recommended that Council endorse this Licence.

Budget

Revenue from this Lease is factored into Council's Annual Business Plan for 2025-26. Rent has continued to be increased by CPI throughout the term of their holding over period.

Life Cycle Costs

Council Administration does not have access to the premises and therefore does not perform any maintenance within this space. With the shed having been renewed around two years ago, there is no operational or capital expenses expected within the remainder of the lease term.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1





Extension of Lease

Portion of Brighton Oval, 410-420 Brighton Road, Hove SA 5048

City of Holdfast Bay

Rotary Club of Somerton Park Incorporated



DATE

PARTIES

City of Holdfast Bay (ABN 62 551 270 492) of PO Box 19 Brighton SA 5048 (Council)

Rotary Club of Somerton Park Incorporated (ABN 40 758 803 340) of Brighton Oval, 410-420 Brighton Road SA 5048 (**Lessee**)

BACKGROUND

- A. The Council has granted the Lease over the Premises to the Lessee.
- B. The Lessee has requested the Council to grant to the Lessee an extension of the Lease for the Renewed Term.
- C. The Council has agreed to grant the Lessee an extension of the Lease for the Renewed Term on the terms set out in this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Effective Date means the date described in Item 1 of the Schedule.

Lease means the Lease Agreement described in Item 2 of the Schedule.

Premises means the premises described in Item 3 of the Schedule.

Renewed Term means the term described in Item 4 of the Schedule.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules to this agreement;
- 1.2.7 a reference to a document is a reference to that document as varied, novated or replaced from time to time;

- 1.2.8 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.9 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

1.3 Background

The Background forms part of this agreement and is correct.

2. EXTENSION OF LEASE

- 2.1 The Lease is hereby extended for the Renewed Term upon the same terms and conditions as are expressed or implied in the Lease.
- 2.2 The rent payable by the Lessee on and from the Effective Date is \$287.87 per annum (exclusive of GST) (subject to review).

3. MISCELLANEOUS

3.1 **Assignment**

A party must not assign or otherwise deal with this agreement or any right under it without the written consent of the other party (which consent must not be unreasonably withheld or delayed).

3.2 Further acts

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

3.3 Governing law

- 3.3.1 This agreement is governed by the law in South Australia.
- 3.3.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

4. COSTS

Each party must pay one half of the costs of and incidental to the negotiation, preparation and execution of this agreement.

Schedule

Item 1

Effective Date 1 July 2023

Item 2

Lease Lease Agreement between the Council and the Lessee dated 4

June 2019 commencing on 1 July 2018 and expiring on 30 June 2023 together with one right(s) of renewal of 5 years.

Item 3

Portion of the land comprised in Certificate of Title Register Book Premises

Volume 5750 Folio 187 and known as 410-420 Brighton Road, Hove SA 5048 as delineated in red on the plan attached as

Schedule 3 to the Lease.

Item 4

Renewed Term A term of five (5) years commencing on 1 June 2023 and expiring

on 30 June 2028

EXECUTED as an agreement

Council

The common seal of City of Holdfast Bay was affixed in the presence of:

Signature of Mayor	Signature of Chief Executive Officer
Name of Mayor (print)	Name of Chief Everytive Officer (print)
Name of Mayor (print)	Name of Chief Executive Officer (print)
Lessee	
The common seal of Rotary Club of Somerton Park Incorporated was affixed pursuant to the Associations Incorporation Act 1985 in accordance with its constitution:	
President / Vice-President/ (Please delete as applicable)	Signature of Committee/Board Member (Please delete as applicable) Secretary)
MAO DALRYMPLE Name (print)	Kathryn Jeanne Holgate Name (print)

Attachment 2



Rental Calculations - Rotary Club of Holdfast Bay

Date	Rent	CPI Index	% change	Additional	Total increase
1/07/2018	\$ 241.00	112.1			
1/07/2019	\$ 244.44	113.7	1.43%	0%	1.43%
1/07/2020	\$ 246.37	114.6	0.79%	0%	0.79%
1/07/2021	\$ 253.25	117.8	2.79%	0%	2.79%
1/07/2022	\$ 269.38	125.3	6.37%	0%	6.37%
1/07/2023	\$ 287.87	133.9	6.86%	0%	6.86%
1/07/2024	\$ 300.77	139.9	4.48%	0%	4.48%
1/07/2025	\$ 306.14	142.4	1.79%	0%	1.79%

Attachment 3





LEASE RENEWAL CHECKLIST ROTARY CLUB OF SOMERTON PARK SEP 2025

ITEM	LEASE REQUIREMENT	ACTION	OUTCOME
Payments	Rent and other charges to be paid on time.	Confirm no arrears.	Payments up to date.
Constitution/By-Laws/Rules	Provide on commencement and within 28 days	Confirm copy is on file and is	Provided.
	of any amendment.	current.	
AGM Minutes	Annually after meeting held.	Confirm copy on file.	Provided.
Annual Report and Audited	Due annually by 30 Nov.	Confirm copy on file.	Unaudited financial reports and President's report
Financials			provided.
Annual Budget	Due annually by 30 Nov.	Confirm copy on file.	Not provided.
Public Liability Insurance	Certificate of Currency showing minimum	Confirm CoC is on file and has not	Provided.
	\$20mil noting COHB as interested party.	expired.	
Contents Insurance	Certificate of Currency for full replacement	Confirm CoC is on file and has not	Not provided.
	value.	expired.	
Maintenance Records	Evidence of annual inspections, service reports or invoices on 1 Jul annually.	Confirm provided.	Club has actioned some maintenance items through consultation with Administration, including gutter cleaning. Being a new shed there hasn't been a lot that requires attention, however they are working through addressing some overlooked items such as electrical testing and tagging.
Subleases	Do not grant any sublease without consent.	Confirmation of regular users and	Not applicable.
		agreements.	

Brighton Civic Centre Contact
24 Jetty Road Phone 08
Brighton SA 5048 mail@ho

Contact Phone 08 8229 9999 mail@holdfast.sa.gov.au **Item No:** 15.7

Subject: LICENCE – COLES TOILET BLOCK

Summary

Coles Glenelg, who lease the site at 4 Nile Street, have recently renewed their lease with the property owner. Council holds a sublicence over the toilet block within the carpark, which expired on 25 February 2025. This report seeks Council's authorisation to renew the licence for a period of ten years, and during any subsequent right of renewal Coles is granted under its headlease.

Recommendation

- That Council enters into a Licence with Coles Supermarkets Australia Pty Ltd over the toilet block to the rear of their car park at 4 Nile Street Glenelg, for a period of ten years commencing 25 February 2025, and otherwise on the same terms and conditions, as outlined in the document provided as Attachment 1 to this report.
- 2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to this Licence.

Background

In 2007, following the acquisition of Coles by Wesfarmers, 4 Nile Street Glenelg was redeveloped from a Kmart department store to a Coles supermarket. The sites toilet block, which is located to the rear of the car park near Jetty Road, has been utilised by Council as far back as 1998, allowing the public access to the amenities. In exchange Council have been responsible for maintaining and cleaning the facilities under sublicence arrangements.

At its meeting held on 15 December 2009, Council resolved to enter into a licence with Coles Supermarkets Australia to occupy a portion of their car park to allow public access to the toilet facilities (C151209/646.3). This Licence was varied on 19 April 2021 to allow Council to construct a temporary contractor compound associated with the redevelopment of the toilet facility and associated laneway, and transformation of the premises into a changing places space.

Report

Site Usage

The Coles public toilets sit at the northern end of Bouchée Walk (formerly Hindmarsh Lane) on land leased by Coles Supermarkets Australia. Previously, the building partially laid on Council owned land, however following the redevelopment and construction of the new Exeloo amenities within the laneway, the building was reduced.

Coles has historically made these toilets available for public use on a peppercorn basis providing council cleans and maintains them. The building comprises a disability toilet and changeroom, as well as a parent's room.

Under the terms of Coles' lease, they do not require consent from the property owner to sublicence any of their lettable area, providing it does not exceed 15% of the site.



Streetview of licenced area

Lease Terms

Coles' inhouse legal team have prepared the Licence largely on the same terms and conditions, as summarised in the table below. A copy of the agreement, which requires execution by Council prior to the Licensor, is provided as Attachment 1 to this report.

Refer Attachment 1

Property Owner:	Perfect Industries (Aust) Pty Ltd		
Licensor:	Coles Supermarkets Australia Pty Ltd		
Licensee:	City of Holdfast Bay		
Site:	4 Nile Street, Glenelg		
Licenced Area:	Brick toilet block to rear of Coles car park and verandah Paved walkway and ramp immediately in front of building		
Term of Licence:	10 years		
Renewal:	If Coles' headlease is renewed, an extension of this agreement will be granted for the remainder of their lease term, up to 24 February 2050		
Commencement:	25 February 2025		
Expiry:	24 February 2035		
Licence Fee:	\$1 if demanded		
Rent Review:	Not applicable		
Outgoings:	Cleaning Electricity and water Maintenance Building insurance		

In the event Coles exercises any option for a further term under the headlease beyond the 24 February 2035 expiry, then this agreement may be extended by a further period or periods in line with the term of the Lease, up to 24 February 2050, by Coles giving notice to the Council.

Budget

Expenses associated with maintaining this Licence is factored into Council's 2025-26 Annual Business Plan. Although council is liable for 50% of the legal cost to prepare the licence, we are advised there will be no charge as it was prepared inhouse by Coles' legal team.

Life Cycle Costs

The operational spend for the premises is bundled together with the six Exeloo toilets fronting Bouchée Walk. The combined annual cost is currently:

Cleaning	\$71,537
Electricity	\$2,717
Facility repairs and maintenance	\$24,761
	\$99,014

The 2025-26 building insurance charge for the brick building and associated verandah is \$847.93.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



DATE		

THE CITY OF HOLDFAST BAY ABN 62 551 270 492

- and -

COLES SUPERMARKETS AUSTRALIA PTY LTD ACN 004 189 708

LICENCE

LICENCE

THIS LICENCE AGREEMENT is made on the

BETWEEN

THE CITY OF HOLDFAST BAY (ABN 62 551 270 492) of 24 Jetty Road, Brighton, South Australia, 5048 ("the Council")

AND

COLES SUPERMARKETS AUSTRALIA PTY LTD (ACN 004 189 708) of 800 Toorak Road, Hawthorn East, Victoria, 3124 ("Coles")

RECITAL

- A. Pursuant to Memorandum of Lease No. 11569900 dated 3 November 2010, together with any relevant variation, extension and/or assignment; ("the Lease"), Perfect Industries (Aus) Pty Ltd ACN 073 389 447 leased the premises described in the Lease ("the Premises") to Coles for a term commencing on 25 February 2010 and expiring on 24 February 2035 ("the Term") together with three options for a further term of five (5) years each.
- B. The Council owns a toilet block building which is located partly within the boundary of the Premises ("the Toilet Block") and has upgraded the Toilet Block and converted the surrounding area within the boundary of the Premises into a public plaza ("the Public Plaza"). The location of the Toilet Block and the Public Plaza is indicated on the plan contained in Schedule 1 of this Licence ("the Public Plaza Area").
- C. Pursuant to a licence agreement between Coles and the Council dated 19 April 2021, Coles granted a licence over the Public Plaza Area to the Council for the period 19 April 2021 to 24 February 2025, provided that if Coles exercised its option to renew the Lease for a further term of five (5) years, then the licence may also be extended to 24 February 2030.
- D. Coles has agreed to grant the Council a further licence over the Public Plaza Area for the period 25 February 2025 to 24 February 2035 and, subject to Coles exercising its further rights of renewal, for the remainder of the Term of the Lease.

OPERATIVE PART

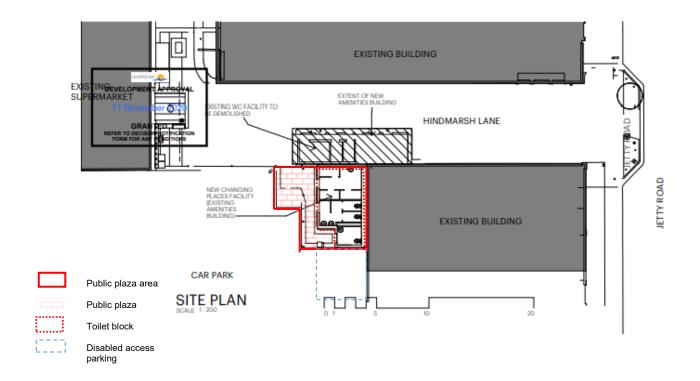
- 1. Coles licenses the Public Plaza Area to the Council for the period 24 February 2025 until 24 February 2035. In the event that Coles exercises any option for a further term under the Lease then this agreement may be extended by a further period or periods in line with the term of the Lease, up to 24 February 2050, by Coles giving notice to the Council. If the Lease is terminated for any reason, then this agreement will automatically terminate.
- 2. The Council must not proceed with the development of any proposed additional walkways which may impact on the car park on the Premises.
- 3. During the Term of this Licence and any holding over, the Council must operate and maintain the Public Plaza in a high standard and to the reasonable satisfaction of Coles.
- 4. The Council hereby indemnifies and keeps indemnified Coles, its officers and employees from and against all claims, costs, actions and expenses arising out of the preparation of this Licence and the occupation and use of the Public Plaza and the Public Plaza Area provided that such claim, cost, action or expense was not caused or contributed to by any negligent act or omission of Coles or Coles' officers or employees. This indemnity shall apply from the date when the Public Plaza was constructed to the expiry date of this Licence or the expiry of any overholding pursuant to this Licence.

- 5. The Council covenants with Coles that the Council hereby releases Coles and Coles' officers, employees and agents from all claims and demands of every kind resulting from any accident, damage or injury occurring in the Public Plaza to the full extent permitted by law. The Council expressly agrees that Coles shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Council provided that nothing in this Licence shall exclude Coles from liability for any accident, damage, loss or injury due to the negligent act or omission of Coles or Coles' officers or employees.
- 6. The Council will maintain public liability insurance/indemnity for not less than \$20,000,000.00 in respect of any one accident or event, or such other minimum sum as Coles may from time to time specify in writing, in respect of death of or injury to persons and damage to property occurring on or about the Public Plaza and the Public Plaza Area. The Council warrants that as at the date of this agreement it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the Rules of the Scheme pursuant to the provisions of the *Local Government Act 1999(SA)*. Membership to the Scheme constitutes insurance, in accordance with Section 142 of the *Local Government Act 1999*, for which liability indemnity is unlimited. The Council will produce a copy of the policy and evidence of its currency to Coles and will not do anything to cause the policy to be cancelled or to have claims under it denied by the insurance company and will not allow the policy to lapse.
- 7. The Council shall each bear its own costs associated with the preparation of this Licence. The Council must reimburse Coles' costs associated with the review, negotiation and execution of this Licence. The Council shall pay all stamp duty (if any) on this Licence
- 8. This Licence is made subject to the provisions of the Lease. This Licence shall not in any way affect or reduce any of Coles' obligations under the Lease.
- 9. The Council shall pay Coles an annual licence fee of \$1.00 (exclusive of GST) payable yearly in arrears if demanded but only if demanded.
- 10. In the event that the registered proprietor of the Premises ("**Registered Proprietor**") requires the Public Plaza to be removed from the Premises then the Council shall:
 - (a) remove the Public Plaza at its sole cost and strictly comply with the Registered Proprietor's requirements; and
 - (b) make good any damage caused to the Public Plaza Area or any other part of the Premises in removing the Public Plaza.

IN WITNESS whereof the parties hereto have executed this Licence.

THE COMMON SEAL of CITY OF HOLDFAST BAY was affixed hereto pursuant to a resolution of the said Corporation this day of 2025 in the presence of:)))
Mayor	(Name printed)
Chief Executive Officer	(Name printed)
EXECUTED by COLES SUPERMARKETS AUSTRALIA PTY LTD (ACN 004 189 708) by its registered power of attorney 12445266 dated 18 November 2015, the attorney certifying that he/she has no notice of the revocation of that power of attorney in the presence of:))))) Attorney))))
Witness	
(Witness name printed)	
(Address)	
(Occupation)	

Schedule 1 Public Plaza Area, Public Plaza and Toilet Block Area



Item No: 15.8

Subject: EXTENSION OF LEASE – SEACLIFF HOCKEY CLUB

Summary

Seacliff Hockey Club holds a five-year lease, which expired on 4 August 2022, over the hockey pitch at Kauri Community and Sports Centre, as well as a small portion of the internal building area. This report seeks Council's endorsement to extend the expired lease by a further five years to 4 August 2027, in line with the Club's right of renewal. The report also proposes a variation to the lease plan to formally include the Club's seasonal use of the canteen (six months per year), which was inadvertently omitted from the original agreement.

Recommendation

- 1. That Council enters into a Deed of Extension and Variation of Lease with Seacliff Hockey Club over a portion of land comprised in Certificate of Title Volume 6184 Folio 142 known as Kauri Community and Sports Centre, for a further term of five years commencing 5 August 2022, and expiring on 4 August 2027, and otherwise on the same terms and conditions, as outlined in the document provided as Attachment 1 to this report.
- 2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to this Deed of Extension and Variation of Lease.

Background

At its meeting held on 12 December 2017, Council resolved to enter into a lease with Seacliff Hockey Club to occupy a portion of Kauri Community and Sports Centre for their exclusive use over a five-year period commencing 5 August 2017 (C121217/1001). Under the terms of the Lease, the Club was afforded a right of renewal for a further five years, which it is now requesting.

Seacliff Tennis Club and Seacliff Hockey Club have shared the canteen since commencement, with each occupying the space six months per year. As part of the lease renewal process for both clubs, a variation of their lease spaced has been included reflecting this, removing it from the common area of the centre. This was endorsed by Council for Seacliff Tennis Club on 27 May 2025 (C270525/8059).

Report

Site Usage

Its roots can be traced back to 1932, originally founded as the Argosy Hockey Club. Over time, it merged with Brighton Hockey Club, and through further amalgamations, including Happy Valley, the consolidated entity became Seacliff Hockey Club.

The Club formerly shared a split-level clubroom and dual-purpose synthetic grass surface at the site with Seacliff Tennis Club. Following the practical completion of Kauri Community and Sports Centre in 2017, negotiations were undertaken with the three substantiative tenants for the purpose of entering into new lease agreements.

Today, it is one of the larger clubs in South Australia, fielding teams across senior mens, womens, veterans and junior competitions. The Club competes in the Adelaide Premier League and its mens side has secured many premierships in recent years. Its strong community focus has been recognised by being awarded Hockey SA Club of Year in 2019 and 2020.

Lease Terms

Administration has prepared the Deed of Extension and Variation of Lease to allow for the existing Lease to be extended for a further five-year period, expiring 4 August 2027 on the same terms and conditions (as required under the terms of the renewal clause), with the exception of their leased space which has been updated to include the canteen for six months per year. A copy of the agreement, which has already been signed by the Club, is provided as Attachment 1 to this report.

Refer Attachment 1

Lessor:	City of Holdfast Bay	
Lessee:	Seacliff Hockey Club Incorporated	
Site:	Kauri Community and Sports Centre	
Leased Area:	Hockey Pitch Undercroft storeroom Ground floor canteen (6 months, shared with Tennis) *The upstairs function room is utilised as their clubroom under a separate lease held by Seacliff Sports Club; Changeroom 1 and 2 are considered common area and not included within their leased space.	
Permitted Use:	Community recreational hockey	
Times of Use:	Exclusive use	
Term of Lease:	5 years	
Renewal:	No further right of renewal	
Commencement:	5 August 2022	
Expiry:	4 August 2027	
Annual Rent:	\$3,077.42 plus GST per annum	
Rent Review:	CPI (Adelaide – All Groups) on the anniversary of the commencement	
Outgoings:	Building Insurance Electricity Water	

Calculation of Rent

Under the terms of the existing Lease, rent is to be reviewed annually by the change in the Consumer Price Index. This extends to any period of holding over or during any renewed term, and Administration has been increasing their rent in accordance with these terms. The calculation of \$3,077.42 per annum as of 5 August 2022 is noted as Attachment 2 of this report. The current rent being charged as of 5 August 2025 is \$3,497.41.

Recovery of Outgoings

The Club pays for electricity and water usage associated with their outdoor space surrounding the hockey pitch. Outgoings in relation to their internal area, within the three-storey building, are not passed on. This is due to it being occupied by several user groups and services not being separated to be able to quantify each party's usage. Council absorbs these costs, being gas, water and electricity. Council also pays for cleaning the common areas within the building such as toilets and changerooms, with the Club only responsible for looking after space within their leased area.

Building insurance has not been recovered from the Club throughout the duration of their lease despite the lease provisions allowing for this. This was on account of the Disclosure Statement issued to the Club on commencement failing to capture this. Administration wrote to the Club earlier this year advising them that from 2025-26 their share would be passed on. As their lease no longer falls under the *Retail and Commercial Leases Act 1995* no additional Disclosure Statement was required to be issued. The Club's share consists of 100% of the hockey pitch and lighting and 5.75% of the building area, which currently sits at \$1,460 per annum.

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, the Club was able to demonstrate compliance across almost all items. Council will continue to work with them on obtaining an audited report at completion of their financial year, noting the financials they have been provided for last year were prepared by their Treasurer who is a Fellow Chartered Accountant but is not independent. A summary is provided as Attachment 2 of this report.

Refer Attachment 2

Summary

The Club has worked collaboratively with Council to provide the required documentation. We understand it is a well-run club, who have had success securing state government grant funding to upgrade their pitch lighting to LED. It is recommended that Council endorses this Licence.

Budget

Revenue from this Lease is factored into Council's Annual Business Plan for 2025-26. Rent has continued to be increased by CPI throughout the term of their holding over period. Building insurance recovery for the lights will begin being passed on in 2025-26.

Life Cycle Costs

Annual Operational Spend

Council has an annual operation spend of \$138,600 to run the threestorey community and sports centre. This services four major community and sporting groups: Seacliff Tennis Club, Seacliff Hockey Club, Seacliff Sports Club and The City of Holdfast Bay Music Centre.

Cleaning	\$12,600
Repairs and maintenance - general	\$37,000
Repairs and maintenance - materials	\$6,000
Electricity	\$9,000
Water Rates	\$8,000
Water Usage	\$9,000
Environmental Gas Monitoring (former dump site)	\$60,000
	\$138,600

Renewal of Hockey Pitch

The hockey pitch was fully reconstructed following the end of the 2015 season and was completed prior to the commencement of the 2016 season. This included a new in-situ shock pad and installation of a water based synthetic surface.

Under the terms of the lease, the club is required to maintain the pitch. They are also required to deposit \$7,000 per year into an interest earning account to help fund the replacement of the hockey pitch. The balance, which has been invested into a term deposit for the next 12 months, is \$62,189. The remainder of the cost of replacement is to be borne by council.

During the open space audit in 2023 the pitch was assigned a condition score of 2 ('good' – showing only minor signs deterioration) with an externally audited standard useful life of 20 years. Based on its age and condition, it is not currently in the 10-year renewal program. The current asset replacement value for the pitch is \$412,000, with the renewal scope and cost to be further clarified closer to the renewal date.

The City of Port Adelaide Enfield are currently going through this process at John Hart Reserve, revealing a much higher replacement cost and a shorter life span than anticipated of only 12 years. Council therefore have engaged a contractor to assess both the condition and likely replacement cost.

Recent feedback from our contractor advised some playing lines are beginning to distort as adhesives degrade, and high-traffic zones near the goals are showing wear, with several carpet joins already repaired. While the join remediation has been effective, ongoing maintenance will be needed as the surface continues to age and deteriorate. It is expected further and more frequent repairs will be required to the carpet joins and surface in coming years. This is due to the rate of surface deterioration increasing at the back end of its life.

Given the high level of usage the pitch receives, it is believed the surface will be playable for at least another two seasons. As more carpet joins open and become a danger to players and officials, it is likely the renewal of the pitch will need to be brought forward. While this is likely to fall outside of the term of this lease, there is a chance this may need to occur sooner. Given the estimated cost sits in the order of \$428,250 to \$488,050, an emphasis will need to be made on maximising its remaining life through maintenance.

As part of lease negotiations for 2027 and beyond, and given the high rate payer investment into the pitch, Council may wish to consider shared renewal responsibilities (as seen with the

Council Meeting: 23 September 2025 Council Report No: 311/25

Seacliff Tennis Club court resurfacing), higher rental contributions, or opening the pitch up for public access.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



DEED OF EXTENSION AND VARIATION OF LEASE

BETWEEN

CITY OF HOLDFAST BAY

("Landlord")

and

SEACLIFF HOCKEY CLUB INCORPORATED

("Tenant")

PORTION OF KAURI COMMUNITY AND SPORTS CENTRE, LIPSON AVENUE SEACLIFF SA 5049





Deed of Extension and Variation of Lease

Parties

- 1. **City of Holdfast Bay** ABN 62 551 270 492 ACN 161 714 585 of Brighton Civic Centre, 24 Jetty Road Brighton SA 5048 (**Landlord**)
- 2. **Seacliff Hockey Club Incorporated** ABN 18 733 148 445 of Lipson Avenue Seacliff SA 5049 (**Tenant**)

Introduction

- A. The Landlord is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 6184 Folio 142 (Land).
- B. Pursuant to an undated Memorandum of Lease (Lease), the Landlord leased to the Tenant that portion of the Land delineated in red on the plan attached to the Lease as Schedule 3 and more particularly comprising portion of the Kauri Community and Sports Centre situate at Lipson Avenue Seacliff SA 5049 (Premises) for a term of five (5) years commencing on 5 August 2017 and expiring on 4 August 2022.
- C. At the request of the Tenant, the Landlord has agreed to grant to the Tenant an extension of the term of the Lease upon the terms and conditions contained in this deed.

Operative clauses

- 1. In this deed, unless the context otherwise requires:
 - 1.1 **GST** means goods and services tax payable under the GST Law and an expression used in this deed in relation to GST will have the meaning used in or attributed to that expression by the GST Law from time to time;
 - 1.2 **GST Law** has the same meaning as the definition of "GST law" in A New Tax System (Goods and Services Tax) Act 1999;
 - 1.3 **Tenant** means the party hereinbefore so described and includes its executors, administrators, successors and permitted assigns;
 - 1.4 **Landlord** means the party hereinbefore so described and includes its executors, administrators, successors and permitted assigns;
 - 1.5 **RCL Act** means the *Retail and Commercial Leases Act 1995* (SA);
 - 1.6 singular includes plural and plural includes singular;
 - 1.7 words of one gender include both other genders;
 - 1.8 reference to a person includes a corporation, a firm and any other entity;

- 1.9 reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.10 if a party comprises more than one person, each of those persons is jointly and severally liable under this deed;
- 1.11 a provision must not be construed against a party only because that party put the provision forward;
- 1.12 a provision must be read down to the extent necessary to be valid; if it cannot be read down to that extent, it must be severed; and
- 1.13 the Introduction is correct.
- 2. The Tenant and Landlord acknowledge and agree that the term of the Lease is extended for a term of five (5) years commencing on 5 August 2022 and expiring on 4 August 2027 on the same terms and conditions as are expressed or implied in the Lease and subject to the provisions of this deed.
- 3. The annual rent to apply as and from 5 August 2022 will be Two Thousand Nine Hundred and Thirty Eight Dollars and Sixty Cents (\$3,077.42) plus GST and otherwise subject to review in accordance with the Lease (as extended and varied herein).
- 4. With effect from 5 August 2022, the Lease is varied so that the plan in Schedule 3 of the Lease is deleted and replaced with the plan annexed hereto as Annexure A.
- 5. The Landlord and Tenant acknowledge and agree that hereafter the Tenant has no further right of renewal.
- 6. Each party shall bear their own costs in relation to the negotiation, preparation and completion of this deed.
- 7. In all other respects, the terms and provisions contained in or implied by the Lease (as varied) apply to this deed.

Executed as a deed on

was hereunto affixed in the presence of:	
Mayor	
Chief Executive Officer	

The Common Seal of City of Holdfast Bay

The Common Seal of Seacliff Hockey Club Incorporated

was hereunto affixed pursuant to the *Associations Incorporation Act 1985* in accordance with its constitution:

Chairperson

Committee / Board Member

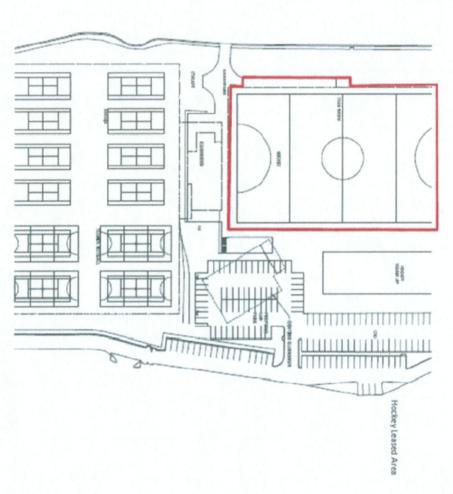
Committee / Board Member

Kate Howard

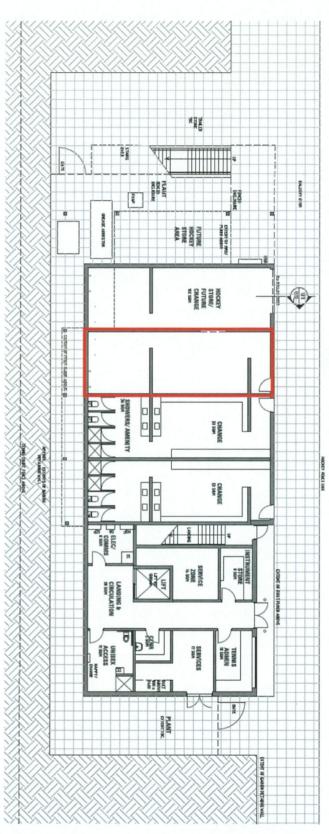
Full Name (please print)

Full Name (please print)

Annexure A



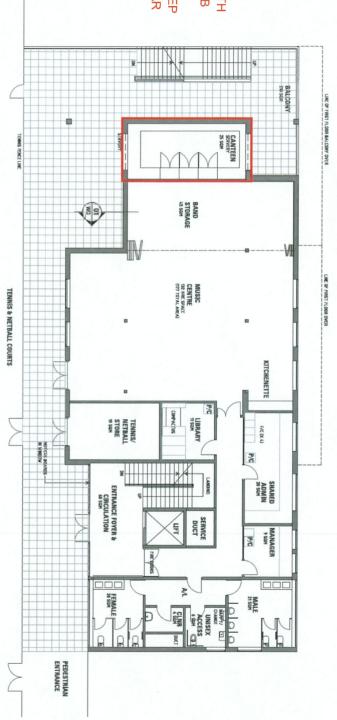
SITE PLAN
CITY OF HOLDFAST BAY - SEACLIFF SPORTING CLUBROOMS



UNDERCROFT FLOOR PLAN CITY OF HOLDFAST BAY - SEACLIFF SPORTING CLUBROOMS

CANTEEN SHARED WITH SEACLIFF TENNIS CLUB

HOCKEY: 1 APR - 30 SEP TENNIS: 1 OCT - 31 MAR



GROUND FLOOR PLAN CITY OF HOLDFAST BAY - SEACLIFF SPORTING CLUBROOMS

Attachment 2



Rental Calculations - Seacliff Hockey Club

Date	Re	ent ex GST	CPI Index	% change
5/08/2017	\$	2,682.00	109.2	
5/08/2018	\$	2,753.23	112.1	2.66%
5/08/2019	\$	2,792.52	113.7	1.43%
5/08/2020	\$	2,814.63	114.6	0.79%
5/08/2021	\$	2,893.22	117.8	2.79%
5/08/2022	\$	3,077.42	125.3	6.37%
5/08/2023	\$	3,288.64	133.9	6.86%
5/08/2024	\$	3,436.01	139.9	4.48%
5/08/2025	\$	3,497.41	142.4	1.79%

Attachment 3





ESSENTIAL TERMS CHECKLIST FOR LEASE RENEWAL SEACLIFF HOCKEY CLUB – KAURI COMMUNITY & SPORTS CENTRE AS AT SEPTEMBER 2025

ITEM	LEASE REQUIREMENT	ACTION	OUTCOME
Payments	Rent and other charges to be paid on time.	Confirm no arrears.	Payments up to date.
Constitution/By-Laws/Rules	Provide on commencement and within 28 days	Confirm copy is on file and is	Provided.
	of any amendment.	current.	
AGM Minutes	Annually after meeting held.	Confirm copy on file.	Provided.
Annual Report and Audited	Due annually by 30 Nov.	Confirm copy on file.	Report provided which includes financials certified
Financials			by their Treasurer who is a Fellow Chartered
			Accountant, albeit there is no independent
			auditors report.
Current Financial Year Budget	Due annually by 30 Nov.	Confirm copy on file.	Provided.
Public Liability Insurance	Certificate of Currency showing minimum	Confirm CoC is on file and has not	Provided.
	\$20mil noting COHB as interested party.	expired.	
Contents and Plate Glass	Certificate of Currency for full replacement	Confirm CoC is on file and has not	Provided.
Insurance	value.	expired.	
Maintenance Fund	Maintain a separate holding account for	Confirm copy of statement	Club has demonstrated it has sufficient funds
	replacement of the hockey pitch, depositing	provided. Black out account	invested into a term deposit.
	\$7,000 each year. Funds not to be withdrawn	numbers for security purposes.	
	without landlord consent.		
Maintenance Records	To comply with the maintenance requirements	Confirm provided.	Maintenance and capital spends for duration of
	noted in Schedule 2 of the Lease.		lease provided.
Subleases	Do not grant any sublease without consent.	Confirmation of regular users and	Westminster Hockey Club - \$10K pa in hire fees,
		agreements.	separate report to go to Council seeking approval.

Brighton Civic Centre 24 Jetty Road Brighton SA 5048

Contact Phone 08 8229 9999 mail@holdfast.sa.gov.au

Council Meeting: 23 September 2025 Council Report No: 313/25

Item No: 15.9

Subject: HIRE AGREEMENT WITH WESTMINSTER HOCKEY CLUB – SEACLIFF

HOCKEY CLUB

Summary

Westminster Hockey Club, a long term user of Kauri Community and Sports Centre, is seeking seasonal access to the hockey pitch and changerooms for training and matches. This report seeks Council's approval for Seacliff Hockey Club to enter into a Hire Agreement with them.

Recommendation

 That Council permits Seacliff Hockey Club to seasonally hire out the hockey pitch and changerooms at Kauri Community and Sports Centre to Westminster Hockey Club for the remainder of their lease term to 4 August 2027, subject to Seacliff Hockey Club's lease renewal being finalised.

Background

At its meeting held on 12 December 2017, Council resolved to enter into a lease with Seacliff Hockey Club to occupy a portion of Kauri Community and Sports Centre for their exclusive use over a five-year period commencing 5 August 2017 (C121217/1001). Under the terms of the Lease, the Club was afforded a right of renewal for a further five years through to 4 August 2027, and a report to Council is imminent.

Report

Headlease

Seacliff Hockey Club currently holds a five-year lease over the hockey field and a portion of the Kauri Community and Sports Centre which expired on 4 August 2022. A report to Council is imminent seeking approval of their Deed of Extension and Variation of Lease through to 4 August 2027.

Under Clause 8.2 they must not hire out or otherwise part with possession of the Premises without Council's consent, which it is now requesting.

Westminster Hockey Club

Established in 1979, Westminster Hockey Club is a vibrant community club that fields multiple competitive teams and has a strong social culture. Although the club initially began with a core of Westminster College alumni, today it welcomes players of all backgrounds, ages and experience levels.

Without a home ground, they have been nominating the Seacliff site as their preferred location for training and home games, where they have been long term users of the changeroom facilities and hockey pitch.

Hire Terms

The existing terms are summarised in the table below. A copy of the hire agreement for the recent season is provided as Attachment 1 to this report. Administration understands that the parent body, Hockey SA, sets fees payable for match day.

Refer Attachment 1

Hiree:	Seacliff Hockey Club	
Hirer:	Westminster Hockey Club	
Site:	Kauri Community & Sports Centre	
Hired Area:	Hockey field and associated common area (changerooms and toilets)	
Season:	March to September	
Times of Use:	Wednesday 8-9:30pm	
Other Times:	Saturday matches, subject to Hockey SA scheduling	
Hire Fee:	\$143 per hour, includes provision to run light towers and payable to Seacliff Hockey Club	
Other Conditions:	Public Liability Insurance - \$20M Hirer responsible for breakages and damages No goods stored onsite	

Budget

Revenue from these hire arrangements will flow through to Seacliff Hockey Club and are therefore not factored into Council's 2025-26 Annual Business Plan.

Life Cycle Costs

While there are no life cycle costs associated with these hire arrangements, it could be argued the additional usage associated with a second club may increase wear on the hockey pitch. The estimated cost of renewal is \$428,250 to \$488,050 and is nearing the end of its useful life.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Council Meeting: 23 September 2025 Council Report No: 313/25

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



Seacliff Hockey Club Seasonal Hire – Booking Form & Hire Agreement

1. Organisation / Club Details

Organisation / Club: Westminster Hockey Club

Person Responsible for Booking: Jarrad Benson

Club Position (eg: Secretary): President

Postal Address: c/- Lipson Avenue, Seacliff

Post Code 5049

Telephone: 0400 275 869

Email: president@westminsterhockeyclub.com.au

2. Facility Details

Name of Facility: Seacliff Hockey Club, Lipson Ave, Seacliff SA 5049

3. Training & Matches

Dates and Times Required:

Please list the first day of hire and the last day of hire required (inclusive).

Commencement Date of Hire (eg: Saturday 4 April 2025): Wednesday 5th March 2025

Conclusion Date of Hire (eg: Saturday 30 March 2025): Wednesday, 10th September, 2025

Session Days and Times

Day	Date From	Date To	Time From	Time To
Monday				
Tuesday				
Wednesday	05.03.2025	10.08.2025	8 pm	9.30 pm
Thursday				
Friday				
Saturday				
Sunday				

Matches and Competition

Please indicate the exact dates and times (if available) of any matches applicable to this hire.

1.	Date	5.03.2025	Time From	8.00pm	Time To	09.30pm
2.	Date	12.03.2025	Time From	8.00pm	Time To	09.30pm
3.	Date	19.03.2025	Time From	8.00pm	Time To	09.30pm
4.	Date	26.03.2025	Time From	8.00pm	Time To	09.30pm
5.	Date	2.04.2025	Time From	8.00pm	Time To	09.30pm
6.	Date	9.04.2025	Time From	8.00pm	Time To	09.30pm
7.	Date	16.04.2025	Time From	8.00pm	Time To	09.30pm
8.	Date	23.04.2025	Time From	8.00pm	Time To	09.30pm
9.	Date	30.04.2025	Time From	8.00pm	Time To	09.30pm
10.	Date	7.05.2025	Time From	8.00pm	Time To	09.30pm
11.	Date	14.05.2025	Time From	8.00pm	Time To	09.30pm
12.	Date	21.05.2025	Time From	8.00pm	Time To	09.30pm
13.	Date	28.05.2025	Time From	8.00pm	Time To	09.30pm
14.	Date	4.06.2025	Time From	8.00pm	Time To	09.30pm
15.	Date	11.06.2025	Time From	8.00pm	Time To	09.30pm
16.	Date	18.06.2025	Time From	8.00pm	Time To	09.30pm
17.	Date	25.06.2025	Time From	8.00pm	Time To	09.30pm
18.	Date	2.07.2025	Time From	8.00pm	Time To	09.30pm
19.	Date	9.07.2025	Time From	8.00pm	Time To	09.30pm
20.	Date	16.07.2025	Time From	8.00pm	Time To	09.30pm
21.	Date	23.07.2025	Time From	8.00pm	Time To	09.30pm
22.	Date	30.07.2025	Time From	8.00pm	Time To	09.30pm
23.	Date	6.08.2025	Time From	8.00pm	Time To	09.30pm
24.	Date	13.08.2025	Time From	8.00pm	Time To	09.30pm
25.	Date	20.08.2025	Time From	8.00pm	Time To	09.30pm
26.	Date	27.08.2025	Time From	8.00pm	Time To	09.30pm
27.	Date	03.09.2025	Time From	8.00pm	Time To	09.30pm
28.	Date	10.09.2025	Time From	8.00pm	Time To	09.30pm

4.	Cost	for Hire	of the	facility

Hire Facility Cost	
½ Pitch	\$
Full Pitch	\$143.00 p/h
Hire Bond Amount (if required)	\$
Key Bond Amount (if required)	\$
The above hire costs will be invoiced as per usage.	

5. Agreement

Public Liability Insurance & Incorporation Requirements:

A copy of the Clubs / Organisations Insurance Policy <u>MUST</u> be attached, evidencing a minimum of \$20 million in public liability cover.

lner we w	D.P. M. W
Insurer:	Policy No:

Incorporation Number:	
	Policy Expiry Date:
Cover \$:	
Minimum \$20 million	
We, the undersigned, hereby agree to ensure the above-mentioned facility as a result of this book	at all individuals mambass
Conditions pursuant to this Agreement and instru	at all individuals, members, and groups using the ing request will comply with the attached Terms and
7	enons of the sedcliff hockey Club.
	January Date: 27/8/25
Signature:	hall Date: 27/8/25
(Any two offi	ce bearers to sign)

Please return form to:

Seacliff Hockey Club treasurer@shc.org.au Telephone: 0421 33 44 34

Privacy Statement

The personal information contained in this document is collected to provide contact information for organisations or individuals, wishing to book the Seacliff Hockey Club facility. This information may be disclosed to the City of Holdfast Bay Council or third parties should contact be necessary regarding an issue with the facility or booking, and in accordance the *Information Privacy Act 2000*.

Seacliff Hockey Club

Seasonal Hire, Sporting Clubs Agreement Terms and Conditions of Use

The Hirer must be over 18 years of age to book the facility. The booking form/hire agreement must state precisely the type of activity to take place as part of the hire. Hirers must adhere strictly to the

Bookings should be made a minimum of 10 days prior to any event taking place. Booking requests received less than 10 days prior to any event taking place will be considered at the discretion of the Seacliff Hockey Club Committee.

The allocated use of the facility described in this Agreement does not permit Hirers to allow use of the facility by any other party. All enquiries regarding facility use and hire requests must be referred to the Seacliff Hockey Club Committee. All facility use must be reflected in a separate hire agreement with the Seacliff Hockey Club.

A copy of the hirer's Drivers Licence or similar photo identification must be attached to the booking

Public Liability Insurance

All hirers must carry a minimum of \$20 million in public liability insurance.

Hirers who are classified as a registered club, entity, business, or organisation are expected to hold their own insurance policy to cover the activity to which the hire relates. A copy Certificate of Currency must be provided to the Seacliff Hockey Club prior to hiring the facility as evidence of this insurance.

Hirers must ensure that the use of the facility and its surrounds does not cause annoyance to the Noise surrounding neighbourhood by the emission of noise

Vehicles should not obstruct access to driveways or restrict parking in the street.

All music and noise levels must be kept to an acceptable level.

Hire fees and bond payments must be made as invoiced prior to the booking date.

A hire bond, if applicable, will be paid to the Seacliff Hockey Club prior to any hire/function. An inspection will be conducted at the conclusion of the hire term by the Seacliff Hockey Club and the bond returned accordingly.

A key bond may also be charged at the discretion of the Seacliff Hockey Club. This will be refunded upon return of the key to the bookings officer.

Please note that fees and charges are subject to change, and you will be notified of any changes to the hire fees.

Keys and instructions for use must be collected from Seacliff Hockey Club. Keys will only be issued if the hirer has returned the signed Hire Agreement.

A key bond may be charged at the discretion of the Seacliff Hockey Club. This will be refunded upon return of the key.

All goods brought in by the hirer must be removed from the premises no later than the time Personal Property/Storage specified on the hire agreement, unless prior arrangement has been made with the Seacliff Hockey Club. Please note all hirers are responsible for the care and control of their own property/personal effects, as loss or damage to such items is not covered by Seacliff Hockey Club's insurance policy.

Smoking

Smoking is not permitted at Council premises in accordance with The Tobacco Act 1987.

Sports Field Damage and Security

The hiring club/organisation shall notify the Seacliff Hockey Club immediately it is observed that:

- Any damage has been caused to the building or structures of sports fields;
- Any other actions that may have taken place which detract from the amenity, security, or
- Bins are damaged or overflowing.

Damage and Breakages

The Hirer is responsible for the full replacement cost of any breakage, defect, or damage to a building/facility, sports field, or any fixture connected with the sports ground occasioned by any act, neglect, want of care, or misuse or abuse on the part of the Club or any person claiming

The Club shall immediately notify the Seacliff Hockey Club of such breakages, damage, or injury and shall repair or replace the same in a manner and to a standard required by the Seacliff Hockey Club or shall pay to the Seacliff Hockey Club the cost of so doing.

The hirer must assist the Seacliff Hockey Club in completing an Incident Report if deemed necessary

Hirers are responsible for maintaining their own contents insurance for their property whilst left at

The hirer must advise if the fire extinguishers have been used in any way. If fire equipment is used irresponsibly, the cost of inspection and replenishment will be deducted from the bond.



Item No: 15.10

Subject: EXTENSION OF LEASE – BRIGHTON LACROSSE CLUB

Summary

Brighton Lacrosse Club holds a five-year lease over a portion of Brighton Oval which expired on 5 July 2025, with an option to renew for a further five years. This report seeks Council's endorsement for a Lease extension for a further five years until 5 July 2030.

Recommendation

- 1. That Council enters into an Extension of Lease with Brighton Lacrosse Club Incorporated over a portion of land comprised in Certificate of Title Volume 5733 Folio 512, Volume 5750 Folios 182-187 and Volume 5748 Folios 558-561 and known as Brighton Oval, for a further term of five years commencing 6 July 2025, and expiring on 5 July 2030, and otherwise on the same terms and conditions, as outlined in the document provided as Attachment 1 to this report.
- 2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to this Extension of Lease.

Background

At its meeting held on 9 June 2020, Council resolved to enter into a lease with Brighton Lacrosse Club to exclusively occupy a newly constructed clubroom along the Highet Avenue section of Brighton Oval. The initial term was for a period of five years commencing 6 July 2020 (090620/1926). Under the terms of the Lease, the Club was afforded a right of renewal for a further five years, which it is now requesting.

Council has been working with all substantiative tenants at Brighton Oval this year on Extension of Leases for a further five years. Council recently endorsed the Extension of Lease with Brighton Rugby Club. Discussions have continued with Brighton Sports and Social Club on their lease renewal.

Report

Site Usage

Brighton Lacrosse Club, founded in 1929, field men's, women's and junior teams, with a strong community, family-friendly culture. They are one of the state's most successful lacrosse teams, with a particularly dominant women's side in recent years, winning multiple premierships. The club has 88 members, more than half of which are female.

Lease Terms

Administration has prepared the Extension of Lease to allow for the existing Lease to be extended for a further five-year period, expiring 5 July 2030 on the same terms and conditions (as required under the terms of the renewal clause). A copy of the agreement, which has already been signed by the Club, is provided as Attachment 1 to this report.

Refer Attachment 1

Lessor:	City of Holdfast Bay
Lessee:	Brighton Lacrosse Club Incorporated
Site:	Brighton Oval
Leased Area:	Two-storey Clubroom Storage shed Lacrosse oval
Permitted Use:	Community recreational lacrosse and associated activities, hiring of the premises and lacrosse field.
Times of Use:	Clubroom – exclusive use Oval – During official training times as approved by the Landlord and during official Australian Lacrosse Association fixtures and for the purposes of the permitted use
Excluded Times:	Oval – Council use for 3 x 2-day community events per year Function Room – Council use to run community programs for 4 hours per week Monday – Friday
Term of Lease:	5 years
Renewal:	No further right of renewal
Commencement:	6 July 2025
Expiry:	5 July 2030
Annual Rent:	\$11,906.02 plus GST per annum
Rent Review:	CPI (Adelaide – All Groups) on the anniversary of the commencement
Outgoings:	Building Insurance Electricity Water Gas

Calculation of Rent

Under the terms of the existing Lease, rent is to be reviewed annually by the change in the Consumer Price Index. The calculation of \$11,906.02 per annum as of 6 July 2025 is itemised in Attachment 2 of this report.

Refer Attachment 2

Recovery of Outgoings

Building insurance is directly recharged back to the club. Supplier invoices for electricity, gas and clubroom water go direct to the club. A submeter measurers water consumption for the oval and is charged to Brighton Cricket Club, who use the oval over summer.

Council Meeting: 23 September 2025 Council Report No: 306/25

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, the Club was not considered to be in breach. With the exception of gutter cleaning, which is being attended to imminently, the club has done a stellar job addressing all our requirements. A summary is provided as Attachment 2 of this report. Please note a separate report will be presented to Council requesting approval of a Sublicence between the Club and Brighton Cricket Club for the use of the oval over summer.

Refer Attachment 3

Summary

The President and Treasurer have taken requests for information in their stride and worked collaboratively with Administration to finalise the lease renewal process. Given gutter cleaning is the only outstanding item, and work is imminent, this is the best outcome we have had with a sporting club since commencing lease compliance checks earlier this year. The club appears to be capable of meeting the financial obligations of the lease. It is recommended that Council endorse this Licence, which will see the club celebrate their 100-year anniversary.

Budget

Revenue from this Lease is factored into Council's Annual Business Plan for 2025-26. Rent has already been increased by CPI during their holding over period pending endorsement of this report.

Life Cycle Costs

During 2024-25 Council's annual operational spend for this site was \$67,405 covering the following areas:

Turf management and maintenance	\$56,736
Facility repairs and maintenance	\$7,217
Public toilet cleaning	\$3,452
Capital works	\$0

The above figures do not include building insurance and clubroom water use which are charged direct to the club, or oval water use which is charged to Brighton Cricket Club.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Council Meeting: 23 September 2025 Council Report No: 306/25

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1





Extension of Lease

Portion of Brighton Oval, 410-420 Brighton Road, Hove SA 5048

City of Holdfast Bay

Brighton Lacrosse Club Incorporated

DATE

PARTIES

City of Holdfast Bay (ABN 62 551 270 492) of PO Box 19 Brighton SA 5048 (Council)

Brighton Lacrosse Club Incorporated (ABN 59 310 247 094) of Brighton Oval, 410-420 Brighton Road SA 5048 (**Lessee**)

BACKGROUND

- A. The Council has granted the Lease over the Premises to the Lessee.
- B. The Lessee has requested the Council to grant to the Lessee an extension of the Lease for the Renewed Term.
- C. The Council has agreed to grant the Lessee an extension of the Lease for the Renewed Term on the terms set out in this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this agreement:

Effective Date means the date described in Item 1 of the Schedule.

Lease means the Lease Agreement described in Item 2 of the Schedule.

Premises means the premises described in Item 3 of the Schedule.

Renewed Term means the term described in Item 4 of the Schedule.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules to this agreement;
- 1.2.7 a reference to a document is a reference to that document as varied, novated or replaced from time to time;

- 1.2.8 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally:
- 1.2.9 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.10 a provision is not construed against a party only because that party drafted it:
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

1.3 **Background**

The Background forms part of this agreement and is correct.

2. EXTENSION OF LEASE

- 2.1 The Lease is hereby extended for the Renewed Term upon the same terms and conditions as are expressed or implied in the Lease.
- 2.2 The rent payable by the Lessee on and from the Effective Date is \$11,906.02 per annum (exclusive of GST) (subject to review).

3. MISCELLANEOUS

3.1 **Assignment**

A party must not assign or otherwise deal with this agreement or any right under it without the written consent of the other party (which consent must not be unreasonably withheld or delayed).

3.2 Further acts

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

3.3 Governing law

- 3.3.1 This agreement is governed by the law in South Australia.
- 3.3.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

4. COSTS

Each party must pay one half of the costs of and incidental to the negotiation, preparation and execution of this agreement.

Schedule

Item 1

Effective Date 6 July 2025

Item 2

Lease Agreement between the Council and the Lessee dated 30

July 2020 commencing on 6 July 2020 and expiring on 5 July 2030

together with one right(s) of renewal of 5 years.

Item 3

Premises Portion of the land comprised in Certificate of Title Register Book

Volume 5733 Folio 512, Volume 5750 Folios 182-187 and Volume 5748 Folios 558-561 and known as 410-420 Brighton Road, Hove SA 5048 as delineated in red on the plan attached as Schedule 3

to the Lease.

Item 4

Renewed Term A term of five (5) years commencing on 6 July 2025 and expiring

on 5 July 2030

EXECUTED as an agreement

Council

The common seal of City of Holdfast Bay was affixed in the presence of:

Signature of Mayor	Signature of Chief Executive Officer
Name of Mayor (print)	Name of Chief Executive Officer (print)
Lessee	TVJC
Lacrosse Club Incorporated was affixed pursuant to the Associations	Pucorporated proporated proporate
Signature of President / Vice-President (Please delete as applicable)	Signature of Committee / Board Member (Please delete as applicable)
TRACI MATTHUN Name (print)	And Dallisson Name (print)

Attachment 2



RENT CALCULATIONS

Site Brighton Oval

Tenant Brighton Lacrosse Club

 Debtor Number
 000019

 Current annual rent*
 \$11,697.00

 Rent Review Date
 6/07/2025

 CPI Index Jun 2024
 139.9

 CPI Index Jun 2025
 142.4

Adjustment 1.017869907
New annual rent charge* \$11,906.02
Payable quarterly* \$2,976.51

^{*}Above figures are exclusive of GST

Jun-2024	139.9
Sep-2024	140.6
Dec-2024	140.5
Mar-2025	141.2
Jun-2025	142.4

Attachment 3





LEASE RENEWAL CHECKLIST BRIGHTON LACROSSE CLUB AUG 2025

ITEM	LEASE REQUIREMENT	ACTION	OUTCOME
Payments	Rent and other charges to be paid on time.	Confirm no arrears.	Up to date.
Constitution	Provide on commencement and within 28 days	Confirm copy is on file and is	Provided.
	of any amendment.	current.	
By-Laws/Rules	Provide on commencement and within 28 days	Confirm copy is on file and is	Provided.
	of any amendment.	current.	
Strategic Business Plan	6 months prior to the commencement of a new lease.	Club to prepare and provide.	Provided.
AGM Minutes	Annually after meeting held.	Confirm copy on file.	Provided.
Annual Report and Audited Financials	Due annually by 30 Nov.	Confirm copy on file.	Provided.
Current Financial Year Budget	Due annually by 30 Nov.	Confirm copy on file.	Provided.
Public Liability Insurance	Certificate of Currency showing minimum	Confirm CoC is on file and has not	Provided.
	\$20mil noting COHB as interested party.	expired.	
Contents and Plate Glass	Certificate of Currency for full replacement	Confirm CoC is on file and has not	Provided.
Insurance	value.	expired.	
Maintenance Fund	Statement showing minimum \$7,500 pa	Confirm copy provided. Blank out	Provided.
	deposited to fund maintenance.	account numbers for security	
		purposes.	
Maintenance Records	Evidence of annual inspections, service reports	Confirm provided.	Aircon – Service reports provided
	or invoices on 6 Jul annually.		Kitchen exhaust – Invoice provided
			Gutter cleaning – Contractor has been engaged
			Grease Trap – Trade waste report provided
			Cleaning, carpets & windows – contract in place
			Electrical test & tag – Report provided
			Adhoc repairs – Invoice for callout to repair doors provided

Brighton Civic Centre 24 Jetty Road Brighton SA 5048

Contact Phone 08 8229 9999 mail@holdfast.sa.gov.au

Subleases	Do not grant any sublease without consent.	Confirmation of regular users and	Braising Boy – Sponsorship arrangement permits
		agreements.	use of their kitchen;
			Brighton Cricket Club use of oval to be formalised
			in sublease via separate Council report.
			Brighton Football Club use of oval deemed casual
			and not meeting requirements of sublease.

Item No: 15.11

Subject: SUB-LICENCE WITH BRIGHTON CRICKET CLUB – BRIGHTON

LACROSSE CLUB

Summary

Brighton Cricket Club is seeking access to the lacrosse field at Brighton Oval for cricket matches and training during the cricket season. This report seeks Council's endorsement for Brighton Lacrosse Club to enter into a Sub-Licence with Brighton Cricket Club for a period of 5 years commencing 6 July 2025.

Recommendation

- That Council approves a new Sub-Licence between Brighton Lacrosse Club (as Sub-Licensor) and Brighton Cricket Club (as Sub-Licensee) in respect of the lacrosse playing field for the period 6 July 2025 to 5 July 2030 and on the terms and conditions detailed in Attachment 1.
- That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Sub-Licence over the lacrosse field at Brighton Oval, subject to Brighton Lacrosse Club's lease renewal to 5 July 2030 being finalised.

Background

At its meeting held on 9 June 2020, Council resolved to enter into a lease with Brighton Lacrosse Club to exclusively occupy a newly constructed clubroom along the Highet Avenue section of Brighton Oval. The initial term was for a period of five years commencing 6 July 2020, together with a five-year right of renewal (C090620/1926).

Under the terms of the lease, the Club is entitled to a non-exclusive Licence over the lacrosse field. Although they are permitted to hire out the rugby field, any ongoing and regular use must be documented in a Sub-Licence agreement, subject to the prior written approval of Council.

Brighton Cricket Club's primary oval for training and matches is the football/cricket field at Brighton Oval by virtue of the lease granted to Brighton Sports and Social Club, the parent organisation for the site. Due to membership growth, they began utilising the lacrosse field as an overflow oval several years ago. The contractual arrangements previously in place have been considered informal as they were never endorsed by Council.

Council Administration has been in discussions with both clubs regarding the use of the lacrosse field during the cricket season which were fair and equitable for all parties, with the intent to formalise the agreement for the duration of Brighton Lacrosse Club's headlease.

Report

Headlease

Brighton Lacrosse Club currently holds a five-year lease over the easternmost building at Brighton Oval through to 5 July 2025, with a right of renewal for a further term of five years. A separate report to Council seeking approval of their Extension of Lease through to 5 July 2030 is to appear earlier on the same agenda.

Under Special Condition 4 of the headlease they hold rights over the rugby field by way of a Licence. Although this is on a non-exclusive basis, they are permitted access during training times, official Australian Lacrosse Association fixtures and for the purposes of their permitted use, which includes hiring out of the lacrosse field. For this reason, a Sub-Licence is required involving Brighton Lacrosse Club rather than an agreement direct with Council.

Sub-Licence Terms

Administration has negotiated the terms of the Sub-Licence with both clubs, including assisting with populating the lease template, as summarised in the table below. A copy of the agreement, which will not be signed by both clubs until Council endorses it, is provided as Attachment 1 to this report.

Refer Attachment 1

Head Lessor:	City of Holdfast Bay	
Sub-Licensor:	Brighton Lacrosse Club Incorporated	
Sub-Licensee:	Brighton Cricket Club Incorporated	
Site:	Brighton Oval	
Licence Area:	Lacrosse playing field	
Term of Licence:	5 years	
Commencement Date:	6 July 2025	
Expiry Date:	5 July 2030	
Renewal:	Nil	
Licence Fee:	\$2,433 plus GST per annum (payable to Brighton Lacrosse Club on 1 Oct and 1 Jan)	
Licence Fee Review:	CPI on the anniversary of the commencement	
Dates of Use:	October - March	
Times of Use:	 Monday 4:30-8:30pm Wednesday 4:30-8:30pm (6-8pm in March) Friday 4:30-8:30pm Saturday 8am-7pm Sunday 8am-7pm 	
Permitted Use:	The provision of community recreational cricket	
Outgoings:	Water	

Brighton Cricket Club

Brighton Cricket Club was founded in 1887 and is one of the oldest community cricket clubs in the region. The club fields senior and junior teams competing in the Adelaide and Suburban Cricket Association. As of 2025 the club has 349 members, of which roughly 10% are female.

Calculation of Rent

In calculating the licence fee, the commencing rate of \$2,433 per annum reflects 50% of the current Brighton Lacrosse Club oval maintenance charge, reflecting each club being the primary user of the oval during their respective seasons. Council Administration have benchmarked user access charges across Cities of Marion and Port Adelaide Enfield, which range between \$440-\$576 per annum per day of the week required. This process identified charges were in line with industry standards and considered fair to both clubs.

Summary

Greenspace across the City of Holdfast Bay is in high demand. As a result of the overwhelming success and growth of our Brighton Oval precinct clubs it is important for Council to play an important role in ensuring fair and equitable access to all. In light of the previous informal hire terms, which saw Brighton Cricket Club being charged 100% of Brighton Lacrosse's oval maintenance charge for only six month's access, it is believed the proposed terms strike a balance for both clubs.

Budget

The income derived from this agreement will flow through to Brighton Lacrosse Club rather than Council. Council will invoice Brighton Cricket Club direct for the water use over the summer season.

Life Cycle Costs

Under the terms of the Headlease, Council is responsible for the maintenance of the licenced area. Brighton Lacrosse Club contributes to the cost of upkeep due to it being above reserve standard, which is a component of their rental charge.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



SUB-LICENCE

BRIGHTON LACROSSE CLUB INC
ABN 59 310 247 094
(Sub-Licensor)

and

BRIGHTON CRICKET CLUB INC
ABN 54 883 066 479
(Sub-Licensee)

DRAFT





Sub-Licence

Parties

- 1. Brighton Lacrosse Club Inc ABN 59 310 247 094 of PO Box 101 Brighton SA 5048 (Sub-Licensor)
- 2. Brighton Cricket Club Inc ABN 54 883 066 479 of PO Box 424 Hove SA 5048 (Sub-Licensee)

Grant of Sub-Licence

The Sub-Licensor grants to the Sub-Licensee a Sub-licence to use the Sub-Licence Area described in this Schedule on the terms and conditions contained in this Schedule and the attached Standard Sub-Licence Terms which form part of this Sub-Licence.

SCHEDULE

Item 1	Land
	The whole of the land comprised in Certificates of Title Register Book Volume 5748 Folios 558, 560 and 561, Volume 5750 Folios 182, 183, 184, 185, 186 and 187 and Volume 5733 Folio 512
Item 2	Sub-Licence Area
	That portion of the land comprised in Certificate of Title Register Book Volume 5750 Folio 187 as delineated in red on the plan attached hereto as Annexure A and known as the Brighton Lacrosse Field, 410-420 Brighton Road Hove SA 5048
Item 3	Sub-Licence Fee
	Subject to the Sub-Licence Fee review provisions contained herein and clause 17, the annual Sub-Licence Fee will be \$2,433 plus GST (equivalent to two full quarterly ground maintenance instalments as charged by City of Holdfast Bay).
Item 4	Commencement Date
	6 July 2025
Item 5	Expiry Date
	5 July 2030
Item 6	Permitted Use
	The provision of community recreational cricket and for such other lawful use to which the Sub-Licensor may consent in writing.

Item 7	Times of Use	
	Times of Use means every:	
	(a) Monday from 4:30pm to 8:30pm;	
	(b) Wednesday from 4:30pm to 8:30pm, reduced to 6:00 pm to 8:30 pm during the month of March.	
	(c) Friday from 4:30pm to 8:30pm; and	
	(d) Saturday and Sunday from 8:00am to 7:00pm,	
	during the period from 1 October to 31 March (inclusive) in each calendar year during the Term of this Sub-Licence and during such other times as agreed in writing between the parties from time to time.	
Item 8	Sub-Licence Fee Review	
Dates:	(a) 6 July 2026	
	(b) 6 July 2027	
	(c) 6 July 2028	
	(d) 6 July 2029	
Method:	As at and from each review dated specified above there shall be a CPI Review.	
Item 9	Renewal	
	Nil	
Item 10	Nil Services	
Item 10		
Item 10	Services Nil	
	Services	
	Services Nil Outgoings SA Water rates and charges to be charged on a seasonal basis commensurate with the times of use in Item 7 of this Schedule, on-charged by the invoice	
Item 11	Services Nil Outgoings SA Water rates and charges to be charged on a seasonal basis commensurate with the times of use in Item 7 of this Schedule, on-charged by the invoice recipient.	
Item 11	Services Nil Outgoings SA Water rates and charges to be charged on a seasonal basis commensurate with the times of use in Item 7 of this Schedule, on-charged by the invoice recipient. Sub-Licensee's Share	

Item 14 Special Conditions

1. Child Safe Environment

- 1.1 The Sub-Licensee acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children and Young People (Safety) Act 2017* (SA)) at all times. A child safe environment is 'an environment, which is both childsafe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.
- 1.2 The Sub-Licensee represents to the Licensor that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children and Young People (Safety) Act 2017* (SA) in relation to occupying the Sub-Licence Area for the Permitted Use.
- 1.3 The Sub-Licensee must act in the best interests of the community at large.
- 1.4 The Sub-Licensee must at the request of the City of Holdfast Bay provide a current police clearance, working with children check and/or the relevant criminal history screening certificate under relevant legislation for the Sub-Licensee or any of the Sub-Licensee's officers, volunteers, members, employees, contractors, tenants and agents who provide recreation and education services from the Sub-Licensee Area.
- 1.5 If the City of Holdfast Bay makes a request of the Sub-Licensee under this Special Condition, the Sub-Licensee must provide the requested documents within ten (10) business days of such request. Failure to do so will be considered a breach of an essential term of this Sub-Licence.

2. Use of Sub-Licence Area

- 2.1 The Sub-Licensee acknowledges that the grant of this Sub-licence is non-exclusive, and that the Sub-Licensor may itself, or may grant to third parties by way of a hire agreement, use of the Sub-Licence Area outside of the Times of Use. The Sub-Licensor agrees to consult with the Sub-Licensee prior to exercising its rights of this Special Condition.
- 2.2 The Sub-Licensor acknowledged that it may neither use nor grant to third parties use of the Sub-Licence area during the Times of Use expressed in Item 7, unless otherwise consented to by the Sub-Licensee following prior written request.
- 2.3 The Sub-Licensee must leave the Land (including the Sub-Licence Area) in a clean and tidy state at the end of each use.

- 2.4 The Sub-Licensee is responsible for all costs in connection with caretaking and security services in respect of the Sub-Licence Area.
- 2.5 The Sub-Licensee must not undertake any alterations, additions or modifications to any structure, path or anything built on the Land or within the Sub-Licence Area nor erect nor install any signage on the Land or within the Sub-Licence Area without the prior written consent of the Sub-Licensor and the City of Holdfast Bay.
- 2.6 Except where approved by the City of Holdfast Bay, the Sub-Licensee must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.
- 2.7 Smoking is not permitted on the Sub-Licence Area.
- 2.8 A breach of any of the Special Conditions will constitute a breach of this Sub-Licence.
- 2.9 The Sub-Licensee must keep the Sub-Licensor advised at all times of the names and telephone numbers of at least two (2) current contact persons.
- 2.10 For the avoidance of doubt, the Sub-Licensee acknowledges that the Sub-Licensor has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Sub-Licence Area by the Sub-Licensee.

STANDARD SUB-LICENCE TERMS

1. **DEFINITIONS AND INTERPRETATION**

In this Sub-Licence, unless the context otherwise requires:

- 1.1 **Authority** means any governmental, semi-governmental or other authority having jurisdiction or authority in respect of the Sub-Licence Area;
- 1.2 **Commencement Date** means the date in Item 4;
- 1.3 **Sub-Licence Fee Review** is a review of the then current annual Sub-Licence Fee to an amount calculated by changing the Sub-Licence Fee payable by the Sub-Licensee during the year immediately preceding the review date (disregarding any Sub-Licence Fee free period or other incentive) by a percentage figure equal to the amount (expressed as a percentage) by which the Consumer Price Index (Adelaide All Groups) has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the City of Holdfast Bay will select another similar index or indicator of changes in consumer costs in lieu of the Consumer Price Index for the purposes of this definition;
- 1.4 **Expiry Date** means the date in Item 5;
- 1.5 **Default Rate** means the rate which is 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 highest of those rates;
- 1.6 Land means the land described in Item 1;
- 1.7 **Sub-Licence Area** means the sub-licence area described in Item 2;
- 1.8 **Sub-Licence Fee** means the fee in Item 3;
- 1.9 **Sub-Licensee's Agents** means each of the Sub-Licensee's agents, contractors, subcontractors, employees, officers, sub-lessees, licensees, invitees, or any other person claiming through or under the Sub-Licensee;
- 1.10 **Sub-Licensee's Share** means the proportion specified in Item 12;
- 1.11 Sub-Licensor's Agents means each of the Sub-Licensor's agents, contractors, subcontractors, employees, officers, sub-lessees, licensees (excluding the Sub-Licensee or the Sub-Licensee's Agents), invitees, or any other person claiming through or under the Sub-Licensor;
- 1.12 **Outgoings** means the outgoings described in Item 11;
- 1.13 **Permitted Use** means the use described in Item 6;
- 1.14 Renewal Term means the term (if any) of renewal or extension specified in Item 9;
- 1.15 **Review Date** means the dates in Item 8;

- 1.16 **Schedule** means the schedule attached to this Sub-Licence;
- 1.17 **Services** means electricity, gas, water, oil, telephone and other like services together with the services described in Item 10;
- 1.18 **Term** means the term commencing on the Commencement Date and expiring on the Expiry Date and any extension or renewal of this Sub-Licence or any period during which the Sub-Licensee uses the Sub-Licence Area;
- 1.19 **Times of Use** means the times set out in Item 7;
- 1.20 a reference to any document is a reference to that document as varied, novated or replaced from time to time;
- 1.21 the singular includes the plural and vice versa;
- 1.22 a reference to a gender includes all genders;
- 1.23 the use of the word "including" does not limit what else might be included;
- 1.24 a reference to a thing includes all or any part of it;
- 1.25 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.26 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 1.27 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 1.28 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally;
- 1.29 headings are inserted in this document for convenience only and are not intended to affect its interpretation;
- 1.30 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them; and
- 1.31 a reference to an Item means an Item in the Schedule.

2. GRANT OF SUB-LICENCE

The Sub-Licensor grants to the Sub-Licensee a non-exclusive Sub-licence to use the Sub-Licence Area for the Permitted Use and during the Times of Use. The Sub-Licensor will permit the Sub-Licensee and the Sub-Licensee's Agents access for the purpose of ingress and egress to and from the Sub-Licence Area without hindrance over across and along all such parts of the Land as are reasonably necessary to access the Sub-Licence Area.

3. **TERM**

This Sub-Licence commences on the Commencement Date and continues until the Expiry Date or the prior surrender or termination of this Licence.

4. **SUB-LICENCE FEE**

- 4.1 The Sub-Licensee must pay to the Sub-Licensor or as the Sub-Licensor directs the Sub-Licence Fee without demand, set-off, counterclaim, withholding or deduction by way of two (2) equal instalments on or before 1 October and 1 January in each calendar year during the Term.
- 4.2 The Sub-Licence Fee will be reviewed on each Review Date in the manner described in Item 8.
- 4.3 Until the new Sub-Licence fee has been determined, the Sub-Licensee must continue to pay the Sub-Licence Fee payable before the Review Date.
- 4.4 Any variation in the Sub-Licence Fee takes effect on the Review Date and within fourteen (14) days of determination the Sub-Licensor must refund any overpayment or the Sub-Licensee must pay any shortfall.

5. **SERVICES**

The Sub-Licensee must pay charges for all Services supplied by any Authority to the Sub-Licensee.

6. **OUTGOINGS**

- 6.1 The Sub-Licensee must pay or reimburse to the Sub-Licensor, or as the Sub-Licensor directs, the Sub-Licensee's Share of all Outgoings levied, charged or assessed in respect of the Sub-Licence Area or the Land.
- The Outgoings will be adjusted between the Sub-Licensee and the Sub-Licensor as at the date of commencement, expiry or termination (as the case may be) and the Sub-Licensor's proportion will be so much of any Outgoing that relates to any period of time not included in the Term of this Sub-Licence.

7. **POWER AND OTHER UTILITIES**

- 7.1 The Sub-Licensee must pay as and when they are due for payment, all costs for the use of the consumption of electricity supplied to or used from the Sub-Licence Area.
- 7.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Sub-Licence Area, then the Sub-Licensor and Sub-Licensee must, if required by the City of Holdfast Bay, install the necessary meters at their own cost.

7.3 Without limiting the generality of this clause 7, the Sub-Licensee will comply in all respects with the *Electricity (General) Regulations 2012* (SA) and any other applicable electricity laws.

8. **PERMITTED USE**

8.1 The Sub-Licensee must only use the Sub-Licence Area for the Permitted Use and during the Times of Use.

8.2 The Sub-Licensee must:

- (a) not carry on any offensive or dangerous activities on or from the Sub-Licence Area;
- (b) not create a nuisance or disturbance for the Sub-Licensor or for the owners or occupiers of any adjoining property;
- (c) ensure at all times that activities conducted on or from the Sub-Licence Area do not discredit the Sub-Licensor; and
- (d) not transfer, Sub-Licence, charge or otherwise part with his, her or its interest in this Sub-Licence or otherwise part with possession of the Sub-Licence Area without the prior written consent of the Sub-Licensor and the City of Holdfast Bay.

9. SUB-LICENSOR'S RIGHTS AND OBLIGATIONS

- 9.1 Subject to the Sub-Licensor's rights and to the Sub-Licensee complying with the Sub-Licensee's obligations under this Sub-Licence, the Sub-Licensee may occupy the Sub-Licence Area during the Times of Use during the Term without interference from the Sub-Licensor.
- 9.2 The City of Holdfast Bay may enter the Sub-Licence Area at any time and without notice for any purpose including inspection or to carry out maintenance, repairs or building work which are the responsibility of the City of Holdfast Bay.

10. SUB-LICENSEE'S OBLIGATIONS

The Sub-Licensee must at its cost:

- 10.1 obey any law that requires the Sub-Licensee to do, or to refrain from doing anything concerning the Sub-Licence Area, the Sub-Licensee's use of the Sub-Licence Area, or this Sub-Licence;
- 10.2 obtain and keep current all consents, authorities, permits and licences necessary for the lawful conduct of the activities conducted by the Sub-Licensee in the Sub-Licence Area;
- 10.3 ensure that the Sub-Licence Area are used carefully and responsibly and in accordance with any directions that may be given by the Sub-Licensor from time to time;

- immediately repair or make good any damage to the Land and/or the Sub-Licence Area caused or contributed by the act, omission, negligence or default of the Licensee (and/or its invitees);
- 10.5 only use the Sub-Licence Area for the Permitted Use specified in the Schedule;
- 10.6 keep the Sub-Licence Area clean and tidy and free from animals, vermin and pests;
- 10.7 comply with all laws, requirements and reasonable directions of the Sub-Licensor in relation to occupational health and safety, public health, fire safety and safety generally;
- 10.8 comply with all laws relating to:
 - (a) the Sub-Licensee's use and occupation of the Sub-Licence Area; and
 - (b) the Permitted Use;
- 10.9 obtain the Sub-Licensor's consent before the Sub-Licensee alters, installs any equipment or signage, re-designs the Sub-Licence Area or does any other building work in or on the Sub-Licence Area;
- 10.10 comply with the reasonable rules, requirements and directions of the Sub-Licensor regarding the use of the Sub-Licence Area and the Land;
- 10.11 following each Time of Use the Sub-Licensee must remove all rubbish and other items brought onto the Sub-Licensee Area, and promptly make good any damage caused by the Sub-Licensee; and
- 10.12 upon the expiration or earlier cancellation of this Sub-Licence, make good any damage it has caused to the Sub-Licence Area during the Term.

11. RISK AND INSURANCES

- 11.1 The Sub-Licensee must effect and keep current during the Term the insurance policies specified in Item 13.
- 11.2 The Sub-Licensee must:
 - (a) whenever the Sub-Licensor asks, give the Sub-Licensor a copy of each insurance policy or a certificate of currency for the insurance; and
 - (b) notify the Sub-Licensor immediately if any such policy is cancelled or an event occurs which may allow a claim or affect rights under the policy.
- 11.3 The Sub-Licensee occupies and uses the Sub-Licence Area at the Sub-Licensee's own risk.

12. RELEASE AND INDEMNITY

12.1 The Sub-Licensee indemnifies the City of Holdfast Bay and its Agents against any action or demand due to any damage, loss, injury or death caused or contributed to by:

- (a) the Sub-Licensee's act, omission, default or negligence;
- (b) the Sub-Licensee's use or occupation of the Sub-Licence Area and/or the Land;
- (c) any breach of this Sub-Licence by the Sub-Licensee;
- (d) damage to property or injury or death to any person; or
- (e) any fire on or from the Sub-Licence Area, and the overflow or leakage of water or any other harmful substance or thing into or from the Sub-Licence Area.
- 12.2 The Sub-Licensee indemnifies the City of Holdfast Bay against any action or demand due to any damage, loss, injury or death caused or contributed to by the City of Holdfast Bay doing anything which the Sub-Licensee must do under this Sub-Licence, but has not done or has not done properly.
- 12.3 Each indemnity in this clause is independent from the Sub-Licensee's obligations under this Sub-Licence and does not end when this Sub-Licence ends.
- 12.4 The Sub-Licensee releases the City of Holdfast Bay and its Agents from, and agrees that the City of Holdfast Bay and its Agents will not liable for liability or loss arising from, or costs incurred in connection with:
 - (a) damage, loss, injury or death; and
 - (b) anything the Sub-Licensor is permitted or required to do under this Sub-Licence, except to the extent that the Licensor cause this by a negligent act or negligent omission.

13. BREACH

- 13.1 The Sub-Licensee breaches this Sub-Licence if:
 - (a) the Sub-Licence Fee or any part of it is unpaid, it disobeys or otherwise fails to perform any term of this Sub-Licence and such noncompliance continues for a period of fourteen (14) days following service of a written notice of such default; or
 - (b) an order is made or a resolution passed that the corporation be wound up;
 - (c) an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to the Sub-Licensee;
 - (d) an administrator, a receiver, a manager or an inspector is appointed in respect of the Sub-Licensee or any of the assets of the Sub-Licensee;
 - (e) the Sub-Licensee is insolvent within the meaning of the *Corporations Act 2001* (Cth); or
 - (f) execution is levied against the Sub-Licensee and is not discharged within one (1) calendar month.

13.2 If the Sub-Licensee is in default of this Sub-Licence under clause 13.1 then Sub-Licensor may provide a written request to the City of Holdfast Bay to terminate this Sub-Licence and re-enter the Sub-Licence Area.

14. RENEWAL

- 14.1 If a right of renewal has been granted to the Sub-Licensee as described in Item 9 and the Sub-Licensee wishes to exercise that right of renewal, then the Sub-Licensee must serve a written notice on the Sub-Licensor not less than three (3) months and not more than six (6) months before the expiry of the then current term stating it requires a renewal of this Sub-Licence.
- 14.2 The Sub-Licensee will not be entitled to a right of renewal if:
 - (a) the Sub-Licensee has been in breach of this Sub-Licence at any time before giving notice of the Sub-Licensee's exercise of the right of renewal;
 - (b) the Sub-Licensee is in breach of the Sub-Licence at the time of giving that notice; or
 - (c) the Sub-Licensee is in breach or commits a breach of this Sub-Licence after giving notice but before commencement of the Renewal Term.

15. NATURE OF SUB-LICENCE

- 15.1 The rights under this Sub-Licence rest in contract only and do not create in or confer upon the Sub-Licensee any tenancy or any estate or interest in the Sub-Licence Area.
- 15.2 The rights granted shall not confer upon the Sub-Licensee or any person claiming through or under the Sub-Licensee any rights of exclusive occupation.

16. SPECIAL CONDITIONS

The Sub-Licensor and the Sub-Licensee acknowledge and agree that the Special Conditions described in Item 14 form part of this Sub-Licence and to the extent that there is any inconsistency between the terms of this Sub-Licence and the Special Conditions, the Special Conditions will prevail.

17. **GST**

- 17.1 For the purposes of GST levied or imposed on or in respect of any supply by the Sub-Licensor to the Sub-Licensee made under this Sub-Licence, the amount payable for that supply will be increased by the amount necessary to ensure that the payment made by the Sub-Licensee net of GST is the same as it would have been before the GST was levied or imposed and the Sub-Licensee must pay that amount as increased.
- 17.2 Words or expressions used in this Sub-Licence, which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in this Sub-Licence.

18. INTEREST ON OVERDUE AMOUNTS

If the Sub-Licensee 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. Interest is calculated on outstanding daily balances at the Default Rate.

19. MISCELLANEOUS

- 19.1 If the Sub-Licensee continues in occupation of the Sub-Licence Area after the Expiry Date with the consent of the Sub-Licensor the Sub-Licensee will thereupon become or be deemed to be a monthly tenant of the Sub-Licensor at a Sub-Licence Fee determined in accordance with this Item 8, and such tenancy will be subject to such of the conditions and covenants contained in this Sub-Licence as are applicable to a monthly tenancy.
- 19.2 The Sub-Licensor and the Sub-Licensee acknowledge and agree that this Sub-Licence contains and represents the entire agreement reached between them with regard to the Land and that no promises, representations or undertakings, other than those contained in this Sub-Licence, were made or given or relied upon.
- 19.3 The Sub-Licensor makes no warranty or representation regarding the suitability of the Sub-Licence Area (structural or otherwise) for the Permitted Use or any other purpose.
- 19.4 If any part of this Sub-Licence is found to be invalid or void or unenforceable, then that part will be severed from this Sub-Licence and the remainder of this Sub-Licence will continue to apply.
- 19.5 Each party will pay its own costs and expenses in relation to the negotiation, preparation and execution of this Sub-Licence. The Sub-Licensee must pay all stamp duty (if any) assessed or chargeable in respect of this Sub-Licence.
- 19.6 In addition to any other means of giving notice, any notice will be taken to have been given if it is in writing and signed by or on behalf of the party giving the notice and either delivered or sent by ordinary pre-paid post to the other party at the address set out in this Sub-Licence or such other address as may be advised in writing. A notice will be taken to have been given at the time of delivery or on the day following the date of posting (whether actually received or not).
- 19.7 This Sub-Licence is governed by the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this Sub-Licence in those courts.
- 19.8 Every provision of this Sub-Licence is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.
- 19.9 Any variation of this Sub-Licence must be in writing and signed by each party.
- 19.10 Unless otherwise stated, the Sub-Licensor may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Sub-Licence.

Executed as a deed on

The Common Seal of City of Holdfast Bay was hereunto affixed in the presence of:	The Common Seal of Brighton Cricket Club Inc was hereunto affixed in the presence of:
Mayor	Signature of Authorised Officer
Chief Executive Officer	Name of Authorised Officer
The Common Seal of Brighton Lacrosse Club Inc was hereunto affixed in the presence of:	Name of Authorised Officer
Signature of Authorised Officer	
Name of Authorised Officer	
Name of Authorised Officer	

Annexure A



Item No: 15.12

Subject: SUB-LICENCE WITH BRIGHTON BOMBERS ATHLETICS – BRIGHTON

RUGBY CLUB

Summary

Brighton Rugby Union Football Club is requesting approval to enter into a second Sub-Licence over their rugby field at Brighton Oval. This report seeks Council's endorsement for the Club to enter into an agreement with Kym Steer Pty Ltd trading as Brighton Bombers Athletics Club for a period of six months commencing 8 September 2025.

Recommendation

- That Council approves a new Sub-Licence between Brighton Rugby Union Football Club (as Sub-Licensor) and Kym Steer Pty Ltd (as Sub-Lessee) in respect of the rugby playing field for the period 8 September 2025 to 12 March 2026 and on the terms and conditions detailed in Attachment 1 to this report.
- That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Sub-Licence over the rugby field at Brighton Oval.

Background

At its meeting held on 10 March 2020, Council resolved to enter into a Lease with Brighton Rugby Union Football Club, to exclusively occupy a newly constructed clubroom at Brighton Oval. The initial term was for a period of five years commencing 18 June 2020, together with a five year right of renewal (C100320/1756).

At its meeting held on 12 August 2025, Council resolved to grant an Extension of Lease for a further five years commencing 18 June 2025 and expiring 17 June 2030 (C120825/9116). At the same meeting Council also approved a new Sub-Licence between Brighton Rugby Union Football Club and Grasshopper Soccer for a period of one year commencing 1 January 2025 and expiring 31 December 2025 (C120825/9117).

Under the terms of the lease, the Club is entitled to a non-exclusive Licence over the rugby field. Although the Club is permitted to hire out the rugby field, any ongoing and regular use must be documented in a Sub-Licence agreement, subject to the prior written approval of Council. The Club has negotiated terms with Brighton Bombers Athletics Club, who have been using the site since last year, and wishes to document the informal arrangements currently in place.

Report

Headlease

Brighton Rugby Union Football Club currently holds a five year Lease over the westernmost building at Brighton Oval through to 17 June 2030. Under Special Condition 4 they hold rights over the rugby field by way of a Licence. Although this is on a non-exclusive basis, they are permitted access during training times, official Rugby SA fixtures and for the purposes of their permitted use, which includes hiring out the rugby field.

Sub-Licence Terms

Brighton Rugby Club have negotiated the following terms with Brighton Bombers Athletics Club, and Council Administration have assisted them by populating this information, into a Sub-Licence template, which is provided as Attachment 1 to this report. The document has not been signed by either party, as Council must first grant approval under the terms of their lease.

Refer Attachment 1

Head Lessor:	City of Holdfast Bay
Sub-Licensor:	Brighton Rugby Union Football Club Incorporated
Sub-Licensee:	Kym Steer Pty Ltd trading as Brighton Bombers Athletics Club
Site:	Brighton Oval
Licence Area:	Rugby playing field and changeroom 4
Term of Licence:	6 months and 5 days
Commencement Date:	8 September 2025
Expiry Date:	12 March 2026
Renewal:	Nil – A further report is to come to Council for use beyond the expiry
Licence Fee:	\$147.68 plus GST per month (payable to Brighton Rugby Club)
Licence Fee Review:	Not applicable
Times of Use:	 Monday 5:45-7pm Tuesday 5:45-7pm Thursday 5:45-7pm (prior to commencement of Rugby preseason training) Two carnivals – dates TBC with both clubs
Permitted Use:	The provision of community recreational athletics.
Outgoings:	Not applicable

Brighton Bombers Athletics Club

Kym Steer has many ties to the local community, being a former President of the Brighton Bombers Football Club. He is the current President of the South Australian Athletic League, the organisation which hosts the Bay Sheffield Carnival at Colley Reserve. Outside of his community commitments he also runs Team Solutions Training, a RTO offering courses in leadership and management.

Through his passion for athletics, Kym has been running Brighton Bombers Athletics Club for a few years. Initially this was located at the Brighton Sports and Social Club oval, but later moved to the rugby field in 2024. While not a registered not-for-profit, the Club is run under his business entity Kym Steer Pty Ltd as an individual providing free training service, covering all

costs for participants. The Club is essentially a running club for males and females under the ages of 18. Eligibility to join requires competing in five athletics sanctioned events each year, attracting approximately 40 members last year.

Sub-Licence Fee

Administration was not involved in negotiating the licence fee. The Club's oval maintenance charge, as at the commencement of the proposed season, is \$3,796 per annum plus GST. The proposed sub-licence fee of \$886.08 per annum, equates to \$9 per hour of access. We are assured by the Club the intent is about cost recovery and activating the oval rather than profit, with some of the costs covering insurance, cleaning, water and volunteer hours.

Budget

The income derived from this agreement will flow through to Brighton Rugby Union Football Club rather than Council. It is therefore not reflected in our 2025-26 Annual Business Plan.

Life Cycle Costs

Under the terms of the Headlease, council is responsible for the maintenance of the licence area. Brighton Rugby Union Football Club contributes to the cost of upkeep due to it being above reserve standard, which is a component of their rental charge.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999, section 202

Written By: Property Manager

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



SUB-LICENCE

Brighton Rugby Union Football Club Incorporated

ABN 30 403 341 350

(Sub-Licensor)

and

Kym Steer Pty Ltd

ABN 43 110 284 298

(Sub-Licensee)





Sub-Licence

Parties

- 1. **Brighton Rugby Union Football Club,** ABN 30 403 341 350 of 410-420 Brighton Road, Hove SA 5048 (**Sub-Licensor**)
- 2. **Kym Steer Pty Ltd** trading as Brighton Bombers Athletics Club of 40 Gilbert Road, Somerton Park SA 5044 (**Sub-Licensee**)

Grant of Sub-Licence

The Sub-Licensor grants to the Sub-Licensee a Sub-licence to use the Sub-Licence Area described in this Schedule on the terms and conditions contained in this Schedule and the attached Standard Sub-Licence Terms which form part of this Sub-Licence.

SCHEDULE

Item 1	Land
	The whole of the land comprised in Certificates of Title Register Book Volume 5748 Folios 561, Volume 5750 Folio 187.
Item 2	Sub-Licence Area
	That portion of the land comprised in Certificates of Title Register Book Volume 5748 Folios 561, Volume 5750 Folio 187. as delineated in red on the plan attached hereto as Annexure A and known as <i>Brighton Rugby Field</i> , 410-420 Brighton Road, Hove SA 5048
	In addition to the playing field, access to Changeroom 4 is also permitted.
Item 3	Sub-Licence Fee
	Subject to the Sub-Licence Fee review provisions contained herein and clause 17, the annual Sub-Licence Fee will be \$147.68 plus GST per month during the times of use.
Item 4	Commencement Date
	8 September 2025
Item 5	Expiry Date
	12 March 2026
Item 6	Permitted Use
	The provision of community recreational athletics.

Item 7	Times of Use means every:	
	(a) Monday from 5:45-7pm	
	(b) Tuesday from 5:45-7pm	
	(c) Thursday from 5:45-7pm (out of rugby season). If Brighton Rugby Club pre-season commences, then this day will fall away	
	during the period from 8 September to 12 March (inclusive) annually during the Term of this Sub-Licence, and any period of holding over. Other times may be agreed in writing between the parties from time to time.	
	Two carnivals to be held each season, with dates to be negotiated between both parties. Should athletics carnivals be held under lights then an additional costs may apply. Brighton Rugby Club facilities are to be used exclusively for these meetings and no other vendors will be allowed to operate unless otherwise agreed between parties.	
Item 8	Sub-Licence Fee Review	
	Not applicable – new agreement and Licence Fee to be negotiated.	
Item 9	Renewal	
	Not applicable	
Item 10	Services	
	Nil	
Item 11	Outgoings	
	Not applicable	
Item 12	Sub-Licensee's Share	
	Not Applicable	
Item 13	Public Risk Insurance	
	The Sub-Licensee must effect and keep current during the Term a policy of public risk insurance applicable to the Sub-Licence Area and the Permitted Use in the name of the Sub-Licensee (but noting the Council's interest) for an amount not less than \$20,000,000.00 per claim and unlimited in the annual aggregate, or such higher amount as the Licensor may reasonably require from time to time.	
Item 14	Special Conditions	
	1. Child Safe Environment	
	1.1 The Sub-Licensee acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the <i>Children and Young People (Safety) Act 2017</i> (SA)) at all times. A child safe environment is 'an environment, which is both child-	

- safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.
- 1.2 The Sub-Licensee represents to the Licensor that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children and Young People (Safety) Act 2017* (SA) in relation to occupying the Sub-Licence Area for the Permitted Use.
- 1.3 The Sub-Licensee must act in the best interests of the community at large.
- 1.4 The Sub-Licensee must at the request of the City of Holdfast Bay provide a current police clearance, working with children check and/or the relevant criminal history screening certificate under relevant legislation for the Sub-Licensee or any of the Sub-Licensee's officers, volunteers, members, employees, contractors, tenants and agents who provide recreation and education services from the Sub-Licence Area.
- 1.5 If the City of Holdfast Bay makes a request of the Sub-Licensee under this Special Condition, the Sub-Licensee must provide the requested documents within ten (10) business days of such request. Failure to do so will be considered a breach of an essential term of this Sub-Licence.

2. Use of Sub-Licence Area

- 2.1 The Sub-Licensee acknowledges that the grant of this Sub-licence is non-exclusive, and that the Sub-Licensor may itself, or may grant to third parties by way of a hire agreement, use of the Sub-Licence Area outside of the Times of Use. The Sub-Licensor agrees to consult with the Sub-Licensee prior to exercising its rights of this Special Condition.
- 2.2 The Sub-Licensor acknowledged that it may neither use nor grant to third parties use of the Sub-Licence area during the Times of Use expressed in Item 7, unless otherwise consented to by the Sub-Licensee following prior written request.
- 2.3 The Sub-Licensee must leave the Land (including the Sub-Licence Area) in a clean and tidy state at the end of each use.
- 2.4 The Sub-Licensee is responsible for all costs in connection with caretaking and security services in respect of the Sub-Licence Area.
- 2.5 The Sub-Licensee must not undertake any alterations, additions or modifications to any structure, path or anything built on the Land or within the Sub-Licence Area nor erect nor install any signage on the Land or within the Sub-Licence Area without the prior written consent of the Sub-Licensor and the City of Holdfast Bay.

- 2.6 Except where approved by the City of Holdfast Bay, the Sub-Licensee must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.
- 2.7 Smoking is not permitted on the Sub-Licence Area.
- 2.8 A breach of any of the Special Conditions will constitute a breach of this Sub-Licence.
- 2.9 The Sub-Licensee must keep the Sub-Licensor advised at all times of the names and telephone numbers of at least two (2) current contact persons.
- 2.10 For the avoidance of doubt, the Sub-Licensee acknowledges that the Sub-Licensor has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Sub-Licence Area by the Sub-Licensee.

STANDARD SUB-LICENCE TERMS

1. **DEFINITIONS AND INTERPRETATION**

In this Sub-Licence, unless the context otherwise requires:

- 1.1 **Authority** means any governmental, semi-governmental or other authority having jurisdiction or authority in respect of the Sub-Licence Area;
- 1.2 **Commencement Date** means the date in Item 4;
- 1.3 **Sub-Licence Fee Review** is a review of the then current annual Sub-Licence Fee to an amount calculated by changing the Sub-Licence Fee payable by the Sub-Licensee during the year immediately preceding the review date (disregarding any Sub-Licence Fee free period or other incentive) by a percentage figure equal to the amount (expressed as a percentage) by which the Consumer Price Index (Adelaide All Groups) has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the City of Holdfast Bay will select another similar index or indicator of changes in consumer costs in lieu of the Consumer Price Index for the purposes of this definition;
- 1.4 **Expiry Date** means the date in Item 5;
- 1.5 **Default Rate** means the rate which is 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 highest of those rates;
- 1.6 Land means the land described in Item 1;
- 1.7 **Sub-Licence Area** means the sub-licence area described in Item 2;
- 1.8 **Sub-Licence Fee** means the fee in Item 3;
- 1.9 **Sub-Licensee's Agents** means each of the Sub-Licensee's agents, contractors, subcontractors, employees, officers, sub-lessees, licensees, invitees, or any other person claiming through or under the Sub-Licensee;
- 1.10 **Sub-Licensee's Share** means the proportion specified in Item 12;
- 1.11 Sub-Licensor's Agents means each of the Sub-Licensor's agents, contractors, subcontractors, employees, officers, sub-lessees, licensees (excluding the Sub-Licensee or the Sub-Licensee's Agents), invitees, or any other person claiming through or under the Sub-Licensor;
- 1.12 **Outgoings** means the outgoings described in Item 11;
- 1.13 **Permitted Use** means the use described in Item 6;
- 1.14 Renewal Term means the term (if any) of renewal or extension specified in Item 9;
- 1.15 **Review Date** means the dates in Item 8;

- 1.16 **Schedule** means the schedule attached to this Sub-Licence;
- 1.17 **Services** means electricity, gas, water, oil, telephone and other like services together with the services described in Item 10;
- 1.18 **Term** means the term commencing on the Commencement Date and expiring on the Expiry Date and any extension or renewal of this Sub-Licence or any period during which the Sub-Licensee uses the Sub-Licence Area;
- 1.19 **Times of Use** means the times set out in Item 7;
- 1.20 a reference to any document is a reference to that document as varied, novated or replaced from time to time;
- 1.21 the singular includes the plural and vice versa;
- 1.22 a reference to a gender includes all genders;
- 1.23 the use of the word "including" does not limit what else might be included;
- 1.24 a reference to a thing includes all or any part of it;
- 1.25 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.26 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 1.27 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 1.28 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally;
- 1.29 headings are inserted in this document for convenience only and are not intended to affect its interpretation;
- 1.30 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them; and
- 1.31 a reference to an Item means an Item in the Schedule.

2. GRANT OF SUB-LICENCE

The Sub-Licensor grants to the Sub-Licensee a non-exclusive Sub-licence to use the Sub-Licence Area for the Permitted Use and during the Times of Use. The Sub-Licensor will permit the Sub-Licensee and the Sub-Licensee's Agents access for the purpose of ingress and egress to and from the Sub-Licence Area without hindrance over across and along all such parts of the Land as are reasonably necessary to access the Sub-Licence Area.

3. **TERM**

This Sub-Licence commences on the Commencement Date and continues until the Expiry Date or the prior surrender or termination of this Licence.

4. **SUB-LICENCE FEE**

- 4.1 The Sub-Licensee must pay to the Sub-Licensor or as the Sub-Licensor directs the Sub-Licence Fee without demand, set-off, counterclaim, withholding or deduction by way of monthly payments in advance during the Term.
- 4.2 The Sub-Licence Fee will be reviewed on each Review Date in the manner described in Item 3.
- 4.3 Until the new Sub-Licence fee has been determined, the Sub-Licensee must continue to pay the Sub-Licence Fee payable before the Review Date.
- 4.4 Any variation in the Sub-Licence Fee takes effect on the Review Date and within fourteen (14) days of determination the Sub-Licensor must refund any overpayment or the Sub-Licensee must pay any shortfall.

5. **SERVICES**

The Sub-Licensee must pay charges for all Services supplied by any Authority to the Sub-Licensee.

6. **OUTGOINGS**

- 6.1 The Sub-Licensee must pay or reimburse to the Sub-Licensor, or as the Sub-Licensor directs, the Sub-Licensee's Share of all Outgoings levied, charged or assessed in respect of the Sub-Licence Area or the Land.
- 6.2 The Outgoings will be adjusted between the Sub-Licensee and the Sub-Licensor as at the date of commencement, expiry or termination (as the case may be) and the Sub-Licensor's proportion will be so much of any Outgoing that relates to any period of time not included in the Term of this Sub-Licence.

7. **POWER AND OTHER UTILITIES**

- 7.1 The Sub-Licensee must pay as and when they are due for payment, all costs for the use of the consumption of electricity supplied to or used from the Sub-Licence Area.
- 7.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Sub-Licence Area, then the Sub-Licensor and Sub-Licensee must, if required by the City of Holdfast Bay, install the necessary meters at their own cost
- 7.3 Without limiting the generality of this clause 7, the Sub-Licensee will comply in all respects with the *Electricity (General) Regulations 2012* (SA) and any other applicable electricity laws.

8. **PERMITTED USE**

8.1 The Sub-Licensee must only use the Sub-Licence Area for the Permitted Use and during the Times of Use.

8.2 The Sub-Licensee must:

- (a) not carry on any offensive or dangerous activities on or from the Sub-Licence Area:
- (b) not create a nuisance or disturbance for the Sub-Licensor or for the owners or occupiers of any adjoining property;
- (c) ensure at all times that activities conducted on or from the Sub-Licence Area do not discredit the Sub-Licensor; and
- (d) not transfer, Sub-Licence, charge or otherwise part with his, her or its interest in this Sub-Licence or otherwise part with possession of the Sub-Licence Area without the prior written consent of the Sub-Licensor and the City of Holdfast Bay.

9. SUB-LICENSOR'S RIGHTS AND OBLIGATIONS

- 9.1 Subject to the Sub-Licensor's rights and to the Sub-Licensee complying with the Sub-Licensee's obligations under this Sub-Licence, the Sub-Licensee may occupy the Sub-Licence Area during the Times of Use during the Term without interference from the Sub-Licensor.
- 9.2 The City of Holdfast Bay may enter the Sub-Licence Area at any time and without notice for any purpose including inspection or to carry out maintenance, repairs or building work which are the responsibility of the City of Holdfast Bay.

10. SUB-LICENSEE'S OBLIGATIONS

The Sub-Licensee must at its cost:

- 10.1 obey any law that requires the Sub-Licensee to do, or to refrain from doing anything concerning the Sub-Licence Area, the Sub-Licensee's use of the Sub-Licence Area, or this Sub-Licence;
- 10.2 obtain and keep current all consents, authorities, permits and licences necessary for the lawful conduct of the activities conducted by the Sub-Licensee in the Sub-Licence Area;
- 10.3 ensure that the Sub-Licence Area are used carefully and responsibly and in accordance with any directions that may be given by the Sub-Licensor from time to time;
- immediately repair or make good any damage to the Land and/or the Sub-Licence Area caused or contributed by the act, omission, negligence or default of the Licensee (and/or its invitees);

- 10.5 only use the Sub-Licence Area for the Permitted Use specified in the Schedule;
- 10.6 keep the Sub-Licence Area clean and tidy and free from animals, vermin and pests;
- 10.7 comply with all laws, requirements and reasonable directions of the Sub-Licensor in relation to occupational health and safety, public health, fire safety and safety generally;
- 10.8 comply with all laws relating to:
 - (a) the Sub-Licensee's use and occupation of the Sub-Licence Area; and
 - (b) the Permitted Use:
- 10.9 obtain the Sub-Licensor's consent before the Sub-Licensee alters, installs any equipment or signage, re-designs the Sub-Licence Area or does any other building work in or on the Sub-Licence Area;
- 10.10 comply with the reasonable rules, requirements and directions of the Sub-Licensor regarding the use of the Sub-Licence Area and the Land;
- 10.11 following each Time of Use the Sub-Licensee must remove all rubbish and other items brought onto the Sub-Licensee Area, and promptly make good any damage caused by the Sub-Licensee; and
- 10.12 upon the expiration or earlier cancellation of this Sub-Licence, make good any damage it has caused to the Sub-Licence Area during the Term.

11. RISK AND INSURANCES

- 11.1 The Sub-Licensee must effect and keep current during the Term the insurance policies specified in Item 13.
- 11.2 The Sub-Licensee must:
 - (a) whenever the Sub-Licensor asks, give the Sub-Licensor a copy of each insurance policy or a certificate of currency for the insurance; and
 - (b) notify the Sub-Licensor immediately if any such policy is cancelled or an event occurs which may allow a claim or affect rights under the policy.
- 11.3 The Sub-Licensee occupies and uses the Sub-Licence Area at the Sub-Licensee's own risk.

12. RELEASE AND INDEMNITY

- 12.1 The Sub-Licensee indemnifies the City of Holdfast Bay and its Agents against any action or demand due to any damage, loss, injury or death caused or contributed to by:
 - (a) the Sub-Licensee's act, omission, default or negligence;
 - (b) the Sub-Licensee's use or occupation of the Sub-Licence Area and/or the Land;

- (c) any breach of this Sub-Licence by the Sub-Licensee;
- (d) damage to property or injury or death to any person; or
- (e) any fire on or from the Sub-Licence Area, and the overflow or leakage of water or any other harmful substance or thing into or from the Sub-Licence Area.
- 12.2 The Sub-Licensee indemnifies the City of Holdfast Bay against any action or demand due to any damage, loss, injury or death caused or contributed to by the City of Holdfast Bay doing anything which the Sub-Licensee must do under this Sub-Licence, but has not done or has not done properly.
- 12.3 Each indemnity in this clause is independent from the Sub-Licensee's obligations under this Sub-Licence and does not end when this Sub-Licence ends.
- 12.4 The Sub-Licensee releases the City of Holdfast Bay and its Agents from, and agrees that the City of Holdfast Bay and its Agents will not liable for liability or loss arising from, or costs incurred in connection with:
 - (a) damage, loss, injury or death; and
 - (b) anything the Sub-Licensor is permitted or required to do under this Sub-Licence, except to the extent that the Licensor cause this by a negligent act or negligent omission.

13. BREACH

- 13.1 The Sub-Licensee breaches this Sub-Licence if:
 - (a) the Sub-Licence Fee or any part of it is unpaid, it disobeys or otherwise fails to perform any term of this Sub-Licence and such noncompliance continues for a period of fourteen (14) days following service of a written notice of such default; or
 - (b) an order is made or a resolution passed that the corporation be wound up;
 - (c) an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to the Sub-Licensee;
 - (d) an administrator, a receiver, a manager or an inspector is appointed in respect of the Sub-Licensee or any of the assets of the Sub-Licensee;
 - (e) the Sub-Licensee is insolvent within the meaning of the *Corporations Act 2001* (Cth); or
 - (f) execution is levied against the Sub-Licensee and is not discharged within one (1) calendar month.
- 13.2 If the Sub-Licensee is in default of this Sub-Licence under clause 13.1 then Sub-Licensor may provide a written request to the City of Holdfast Bay to terminate this Sub-Licence and re-enter the Sub-Licence Area.

14. RENEWAL

- 14.1 If a right of renewal has been granted to the Sub-Licensee as described in Item 9 and the Sub-Licensee wishes to exercise that right of renewal, then the Sub-Licensee must serve a written notice on the Sub-Licensor not less than three (3) months and not more than six (6) months before the expiry of the then current term stating it requires a renewal of this Sub-Licence.
- 14.2 The Sub-Licensee will not be entitled to a right of renewal if:
 - (a) the Sub-Licensee has been in breach of this Sub-Licence at any time before giving notice of the Sub-Licensee's exercise of the right of renewal;
 - (b) the Sub-Licensee is in breach of the Sub-Licence at the time of giving that notice; or
 - (c) the Sub-Licensee is in breach or commits a breach of this Sub-Licence after giving notice but before commencement of the Renewal Term.

15. NATURE OF SUB-LICENCE

- 15.1 The rights under this Sub-Licence rest in contract only and do not create in or confer upon the Sub-Licensee any tenancy or any estate or interest in the Sub-Licence Area.
- 15.2 The rights granted shall not confer upon the Sub-Licensee or any person claiming through or under the Sub-Licensee any rights of exclusive occupation.

16. SPECIAL CONDITIONS

The Sub-Licensor and the Sub-Licensee acknowledge and agree that the Special Conditions described in Item 14 form part of this Sub-Licence and to the extent that there is any inconsistency between the terms of this Sub-Licence and the Special Conditions, the Special Conditions will prevail.

17. **GST**

- 17.1 For the purposes of GST levied or imposed on or in respect of any supply by the Sub-Licensor to the Sub-Licensee made under this Sub-Licence, the amount payable for that supply will be increased by the amount necessary to ensure that the payment made by the Sub-Licensee net of GST is the same as it would have been before the GST was levied or imposed and the Sub-Licensee must pay that amount as increased.
- 17.2 Words or expressions used in this Sub-Licence, which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in this Sub-Licence.

18. INTEREST ON OVERDUE AMOUNTS

If the Sub-Licensee 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. Interest is calculated on outstanding daily balances at the Default Rate.

19. MISCELLANEOUS

- 19.1 If the Sub-Licensee continues in occupation of the Sub-Licence Area after the Expiry Date with the consent of the Sub-Licensor the Sub-Licensee will thereupon become or be deemed to be a monthly tenant of the Sub-Licensor at a Sub-Licence Fee determined in accordance with this Item 8, and such tenancy will be subject to such of the conditions and covenants contained in this Sub-Licence as are applicable to a monthly tenancy.
- 19.2 The Sub-Licensor and the Sub-Licensee acknowledge and agree that this Sub-Licence contains and represents the entire agreement reached between them with regard to the Land and that no promises, representations or undertakings, other than those contained in this Sub-Licence, were made or given or relied upon.
- 19.3 The Sub-Licensor makes no warranty or representation regarding the suitability of the Sub-Licence Area (structural or otherwise) for the Permitted Use or any other purpose.
- 19.4 If any part of this Sub-Licence is found to be invalid or void or unenforceable, then that part will be severed from this Sub-Licence and the remainder of this Sub-Licence will continue to apply.
- 19.5 Each party will pay its own costs and expenses in relation to the negotiation, preparation and execution of this Sub-Licence. The Sub-Licensee must pay all stamp duty (if any) assessed or chargeable in respect of this Sub-Licence.
- 19.6 In addition to any other means of giving notice, any notice will be taken to have been given if it is in writing and signed by or on behalf of the party giving the notice and either delivered or sent by ordinary pre-paid post to the other party at the address set out in this Sub-Licence or such other address as may be advised in writing. A notice will be taken to have been given at the time of delivery or on the day following the date of posting (whether actually received or not).
- 19.7 This Sub-Licence is governed by the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this Sub-Licence in those courts.
- 19.8 Every provision of this Sub-Licence is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.
- 19.9 Any variation of this Sub-Licence must be in writing and signed by each party.
- 19.10 Unless otherwise stated, the Sub-Licensor may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Sub-Licence.

Executed as a deed on

The Common Seal of City of Holdfast Bay was hereunto affixed in the presence of:	Executed by Kym Steer Pty Ltd was hereunto affixed in the presence of:
Mayor	Signature of Authorised Officer
Chief Executive Officer	Name of Authorised Officer
The Common Seal of Brighton Rugby Union Football Club Incorporated was hereunto affixed in the presence of:	Name of Authorised Officer
Signature of Authorised Officer	
Name of Authorised Officer	
Name of Authorised Officer	

Annexure A

