

Agenda

Council

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

12 August 2025 at 7:00pm



Marnie Lock
Acting Chief Executive Officer



1. Opening

The Mayor will declare the meeting open at 7pm.

2. Kurna Acknowledgement

We acknowledge Kurna 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 Kurna 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 - Councillor W Miller (Approved Leave of Absence), Councillor A Kane (Approved Leave of Absence), Councillor M O'Donohue

5.2 Absent

6. Items Presented to Council - Nil

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 22 July 2025 be taken as read and confirmed.

9. Public Presentations

9.1 **Petitions - Nil**

9.2 **Presentations - Nil**



9.3 **Deputations - Nil**

10. Questions by Members

10.1 **Without Notice**

10.2 **On Notice**

10.2.1 Holdfast Bay Dog Club Inc Licence – Councillor Bradshaw (Report No: 239/25)

11. Member's Activity Reports - Nil

12. Motions on Notice

12.1 Leave of Absence – Councillor O'Donohue (Report No: 251/25)

12.2 Seeking Federal Declaration of a Natural Disaster – Toxic Algal Bloom Impact On South Australian Coastal Waters – Councillor Smedley (Report No: 252/25)

13. Adjourned Matters - Nil

14. Reports of Management Committees and Subsidiaries - Nil

15. Reports by Officers

15.1 Items in Brief (Report No: 250/25)

15.2 Harmful Algal Bloom – Delegation to Canberra (Report No: 247/25)

15.3 Unnamed Laneway, Kingston Park – Changes to Road Access Arrangements (Report No: 241/25)

15.4 Lease Renewal – Rotary Club of Holdfast Bay (Report No: 242/25)

15.5 Lease Renewal – Dover Square Tennis Club (Report No: 246/25)

15.6 Lease Renewal – Brighton Rugby Club (Report No: 244/25)

15.7 Sub-Licence to Grasshopper Soccer – Brighton Rugby Club (Report No: 245/25)

15.8 New Lease – YMCA at Holdfast Bay Community Centre (Report No: 243/25)

15.9 New Year's Eve Fireworks Display (Report No: 250/25)

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 Beach Activation (Report No: 197/25)

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 –**
 - i. 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. Closure

Marnie Lock
Acting Chief Executive Officer

Item No: 10.2

Subject: QUESTION ON NOTICE – HOLDFAST BAY DOG CLUB INC LICENCE

Question

Councillor Bradshaw asked the following question:

- 1. *Please advise when the terms of a new Licence for the Holdfast Bay Dog Club Inc are coming back to Council. The previous 5-year Licence between HFB Council and the Dog Club expired in June 2023***
- 2. *Has the club's rental on this Community facility been increased since the Licence expired in June 2023? If so, what rental are they paying today?***

Background

On the 19th of November 2024 via email, I raised the issue of the Dog Club Licence being expired with Council Administration. I received a response indicating a renewal would be brought to Council at the earliest opportunity, once parties had agreed on the terms of the Licence. At that time, Council Administration indicated they had requested the Clubs 2023/24 Annual Report be received prior to 30th November 2024.

I raised the issue of this Licence being expired at our Council Meeting of 22nd April 2025 as a Question on Notice (Council Report No. 113/25).

The response I received at that time was, that Council Administration met with the Club in January 2025 to progress the lease renewal process. Following that meeting on 20th January 2025, the Club was provided with a Renewal Checklist and asked to complete and collate the required documentation over the next two months to enable the process to move forward.

As at the 22nd of April 2025 Administration had not received the requested information from the Dog Club.

Administration went onto advise the Council Meeting that at that time, a lease renewal process had been paused while awaiting the outcome of a broader leasing audit, which is expected to be finalised in May 2025. Once the audit is complete, Administration intends to re-engage with the Holdfast Bay Dog Club to progress the negotiations, at which time a further update will be provided to Council.

At this time, Elected Members are yet to receive further advice regarding the Licence renewal for the Dog Club.

Answer – General Manager, Assets and Delivery

1. **Please advise when the terms of a new Licence for the Holdfast Bay Dog Club Inc are coming back to Council. The previous 5 year Licence between HFB Council and the Dog Club expired in June 2023.**

Council Administration will not offer an Extension of Lease to any club until they are satisfied that the majority of the lease terms are being met. We have written to them multiple times this year requesting governance documents, maintenance records, copies of insurances, as well as payment of overdue charges. To date we have not received a single document, and they continue to be in arrears. A final notice was issued to them on 22nd July providing them with 2 weeks to make payment in full, and 3 weeks to provide all documents. A copy of the letter is attached. If we do not receive a satisfactory outcome by the deadlines, a report will be written to Council seeking further direction. At the time of writing this report, no documentation has been provided, and the arrears has been reduced by \$1,103.83.

Refer Attachment 1

2. **Has the club's rental on this Community facility been increased since the Licence expired in June 2023? If so, what rental are they paying today?**

When a club's lease expires it converts to a monthly tenancy on the same terms and conditions, known as holding over. Holdfast Bay Dog Owners Association's lease provides for rent to be increased by CPI plus an additional 2% on the anniversary of their commencement, including during any period of holding over. Council Administration has been auditing leases to ensure current charges are in keeping with lease terms. Their rent effective 1 July 2025 is \$4,284.87 and details of the calculations are attached.

Refer Attachment 2

Attachment 1



21 July 2025

Jenny Molloy & Belinda Hanns
Holdfast Dog Centre
Brighton Oval
410-420 Brighton Road
HOVE SA 5048

Via: info@holdfastdogcentre.com.au

Dear Jenny and Belinda

Licence Renewal – Holdfast Bay Dog Owners Association, Brighton Oval

Holdfast Bay Dog Owners Association Incorporated currently occupies a portion of Brighton Oval under a Licence which expired 30 June 2023. Council Administration have made multiple attempts to raise the matter of your lease renewal over the past couple of years. We understand these attempts have failed to get any traction due to your head trainer falling ill and sadly passing away.

Having been advised late last year that the club did indeed want to proceed with a renewal, we wrote to the club on 20 January 2025 requesting a suite of documents required under the Licence. It is important for Council to be satisfied that the terms of the existing Licence are being met, and that there is no breach of essential terms. This information is not only required upon renewal, but also annually throughout the term of your occupancy. Records indicate this information has not been provided since 2012.

Having received minimal communication from the club on the matter all year, and having been afforded greater leeway relative to other clubs thus far, we ask that you remedy the below list by no later than **Monday 11 August 2025**.

- Constitution, By-Laws/Rules;
- AGM Minutes – no older than 12 months;
- Annual Report – due annually by 30 November;
- Audited Financials – due annually by 30 November;
- Annual Budget – due annually by 30 November;
- Public Liability Insurance – Certificate of Currency showing \$20,000,000 coverage and noting City of Holdfast Bay as an interested party;
- Contents Insurance - Certificate of Currency for full replacement value including outdoor equipment and fixtures;
- Details of any maintenance and repairs completed in the past 12 months (invoices, service reports or a schedule of works carried out by volunteers).

Further to the above, we also note that your account continues to be in arrears. Regular statements and final notices have been sent to info@holdfastdogcentre.com.au and tgluszkowski@nexiaem.com.au. We enclose a Final Notice requesting payment of the \$5,100.12 debt be cleared by no later than **Monday 4 August 2025**.

Should you have any queries please do not hesitate to contact me.

Yours sincerely

Kristina Blake

Property Manager

0474 907 653

krblake@holdfast.sa.gov.au

Attachment 2

Rental Calculation - Holdfast Bay Dog Club

Date	CPI Plus 2%		Preceding Qtr CPI Index	% change	Additional	Total increase
	Rent	ex GST				
1/07/2018	\$	2,950.00	112.1			
1/07/2019	\$	3,051.11	113.7	1.43%	2%	3.43%
1/07/2020	\$	3,136.28	114.6	0.79%	2%	2.79%
1/07/2021	\$	3,286.58	117.8	2.79%	2%	4.79%
1/07/2022	\$	3,561.56	125.3	6.37%	2%	8.37%
1/07/2023	\$	3,877.24	133.9	6.86%	2%	8.86%
1/07/2024	\$	4,128.52	139.9	4.48%	2%	6.48%
1/07/2025	\$	4,284.87	142.4	1.79%	2%	3.79%

Item No: 12.1

Subject: MOTION ON NOTICE – LEAVE OF ABSENCE – COUNCILLOR
O'DONOHUE

Proposed Motion

Councillor O'Donohue proposed the following motion:

That Councillor O'Donohue be granted a leave of absence from 12 August to 2 September 2025.

Item No: 12.2

Subject: MOTION ON NOTICE – SEEKING FEDERAL DECLARATION OF A
NATURAL DISASTER – TOXIC ALGAL BLOOM IMPACT ON SOUTH
AUSTRALIAN COASTAL WATERS – COUNCILLOR SMEDLEY

Proposed Motion

Councillor Smedley proposed the following motion:

That Council:

1. notes the severe and ongoing impacts of the toxic algal bloom currently affecting coastal waters in South Australia, including but not limited to:
 - widespread aquaculture and fisheries losses;
 - disruption to tourism, hospitality, and local commerce;
 - degradation of marine ecosystems and coastal biodiversity;
 - significant public health risks and mental health challenges within affected communities;
 - strain on local government resources, capacity, and service delivery.
 2. acknowledges that the scale, duration, and severity of this event exceed the capabilities of local and state government to respond effectively without national support.
 3. resolves to formally request that the Prime Minister and the Federal Government:
 - declare the toxic algal bloom a natural disaster under Commonwealth disaster and emergency management frameworks; and
 - activate federal disaster relief and recovery assistance, including support for impacted industries, communities, and councils.
 4. authorises the Mayor and Chief Executive Officer to write to the Prime Minister, the Federal Minister for Emergency Management, the Federal Minister for the Environment, and other relevant stakeholders, enclosing this resolution and advocating for immediate federal recognition and assistance.
 5. requests that the Local Government Association of South Australia (LGASA) be informed of this resolution and be invited to support this advocacy on behalf of affected councils.
-

Background

The proposed letter, per recommendation 4, is attached for consideration.

Refer Attachment 1

Attachment 1

ECM Doc ID: [\[Click to add text\]](#)

13 August 2025

The Hon [Anthony Albanese MP]
Prime Minister of Australia
Parliament House
CANBERRA ACT 2600

Dear Prime Minister

Request for Federal Declaration of Natural Disaster – Toxic Algal Bloom Impacting South Australian Coastal Waters

On behalf of [Council Name] and our coastal community, I write to formally request that the Federal Government declare the current toxic algal bloom affecting the waters of South Australia a **natural disaster** under the relevant national frameworks, including the Disaster Recovery Funding Arrangements (DRFA).

At a meeting of Council held on [insert date], the attached resolution was passed unanimously, reflecting the growing concern and hardship facing our residents, industries, and local environment due to the ongoing and escalating algal bloom event.

The impacts we are witnessing are severe, multi-dimensional, and beyond the capacity of local and state resources to manage effectively. These include:

- Catastrophic losses in aquaculture and fisheries operations;
- Severe downturn in local tourism, retail, and hospitality sectors;
- Degradation of our coastal ecosystems and biodiversity;
- Deteriorating public health and mental wellbeing in affected communities; and
- Unsustainable pressure on local government response and recovery capacity.

Our Council stands ready to work with all levels of government in addressing this unfolding disaster. However, we urge the Federal Government to recognise the gravity of the situation and to activate national support measures that will enable a coordinated, effective, and adequately resourced recovery.

We respectfully request:

1. A formal declaration of the toxic algal bloom as a **natural disaster**; and
2. Immediate access to federal disaster relief and recovery assistance for affected communities, industries, and councils.

We appreciate your urgent attention to this matter and would welcome an opportunity to discuss the situation further.

Yours sincerely

Amanda Wilson
Mayor

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. **South Australia Waste Strategy 2025-2030 - Administrative Submission**
 2. **Youth Barista Course**
-

Report

1. **South Australia Waste Strategy 2025-2030 - Administrative Submission**

Green Industries South Australia (GISA) has developed a draft waste strategy “Accelerating SA’s transition to a circular economy: South Australia’s Waste Strategy 2025-2030”. Council officers have written and submitted an administrative submission. This, along with the draft strategy is attached for your information.

Refer Attachment 1

2. **Youth Barista Course**

Over the 2024–2025 financial year, Council successfully coordinated five youth barista workshops, engaging 33 young people (aged 13–17) in almost 300 hours of meaningful, skills-based learning. Delivered in partnership with a small local business in Somerton Park, the subsidised course equips participants with a recognised certificate, directly supporting pathways to employment and workplace readiness. The program continues to attract a strong waitlist and has received highly positive feedback from both young people and parents; particularly notable given the often under-represented age group in community programming.

This initiative demonstrates a practical response to Focus Area 2 of the Youth Action Plan: Events and Activities for young people, while clearly aligning with Council’s Strategic Plan priority areas of ‘Wellbeing’ and ‘Innovation’. Through offering a subsidised course fee, it aims to remove participation barriers, supports local economic activity, and strengthens community links through collaboration with our

two local high schools. This programming is coordinated by Community Wellbeing (Youth).

Written By: Executive Officer

Chief Executive Officer: Ms P Jackson

Attachment 1



21 July 2025

Green Industries SA
Attention: 2025-2030 waste strategy consultation
PO Box 1047
ADELAIDE SA 5001
Via email: GISA.WasteStrategy@sa.gov.au.

Re: South Australia's waste strategy 2025-2030 consultation

Thank you for the opportunity to provide input into the review of South Australia's waste strategy 2025–2030.

General statements

The City of Holdfast Bay (Council) would like to acknowledge Green Industries South Australia (GISA) in addressing waste issues in South Australia. We note the commitment by GISA to deliver on the draft targets and focus areas of this draft strategy.

It is acknowledged that local government is identified as a partner in a number of focus areas and actions within the draft strategy. Our comments are primarily in relation to these areas and those where local government is impacted.

As requested, we have not repeated our responses to the EPA Waste Policy, and we request that you consider that submission alongside this.

It is unfortunate to see the lack of movement on several targets in the 2020-2025 Waste Strategy, and we recognise the comprehensive approach required to tackle ingrained behaviours and complex waste streams. It is considered that the EPA Waste Policy will be a significant lever to achieve change, and we look forward to seeing the draft policy.

Please note that this submission has not been through Council and is a submission from council administration.

Draft Targets

It is noted that the draft strategy has identified seven targets. These targets seem reasonable, and are aligned to the statutory framework the strategy attempts to address. However, given the lack of movement on the last targets, GISA may like to consider streamlining the strategy to focus attention on a smaller number of targets in the next five years.

Target 3 – 10% reduction in total waste generated per person by 2030.

Council agrees with the need for this target, but notes that as of 2022–23 waste generation per capita decreased by 0.5% against a 5% reduction target. Changing consumption and disposal patterns will not occur without a comprehensive behaviour change approach, including infrastructure and regulatory changes.

Target 4: Increase resource recovery and reduce contamination - Municipal Solid Waste (MSW) 75% diversion, Household bin systems 70% diversion.

This target aligns with our own target in council's Strategic Plan, Our Holdfast 2050+. Council currently diverts around 64% of our total kerbside collection, compared to the South Australian metropolitan kerbside diversion rate of 53.6%¹. This is achieved through a hybrid weekly FOGO collection with opt outs to align with state legislation. To achieve this proposed target we argue that the EPA will need to revoke Part 3 Clause 10(2) of the current waste policy being "In order to facilitate the proper management of waste that is to be collected under subclause (1)(b), a metropolitan council must provide a weekly general kerbside waste collection service (other than for recyclable waste or vegetative matter) in respect of residential premises within its area".

Target 7: Increase circular consumption activities

We note the activities to achieve this target. We would like to raise your attention to the research by Behaviour Works Australia¹ that identified three key areas that policy makers can intervene to speed up the transformation of the whole-of-production and consumption system, being:

- Borrow/rent item or service.
- Source item second-hand.
- Buy items built to last.

It is recommended that GISA focus on these priority areas.

Objectives

We note and support the 5 objectives of the strategy.

Focus Areas

Focus area 1: Avoid waste

We support focus area 1. It is in line with the waste hierarchy and addresses waste management, climate change, access to resources, and the circular economy.

It is noted that local government is not included as a partner in addressing this focus area. It would seem pertinent that local government can support the following actions:

1.4 'Raise awareness with consumers to influence consumption habits and promote waste avoidance'.

Local government delivers community facing education and has considerable interaction with their communities. We appreciate the support of GISA and nationally developed campaigns to support this delivery.

1.5 'Support initiatives involving collaborative consumption and the development of community circular hubs, that is, physical locations that provide citizens with convenient access to a suite of circular goods and services'.

As owners of facilities such as libraries and community centres, local government is well placed to support community groups who are seeking spaces for such activities, and to encourage and support community to make these activities happen.

1.6 'Encourage community support of local circular initiatives such as repair cafes, libraries and second-hand marketplaces'.

As per our response to 1.4 and 1.5

1.11-1.17: With regard to 'supporting businesses and organisations to avoid waste', we would encourage GISA to provide seamless support for business across waste avoidance, plastic free legislation and reducing food waste, rather than as piecemeal projects with different contacts.

1.12: We support the statement for businesses to conduct audits and waste reduction plans, however resourcing will need to be provided with consideration of costs, time and prioritisation of which businesses are required to provide such plans. While guides are a useful tool, hands-on support will be essential for many businesses. Additional pressure on small business is not supported.

Focus area 2: Reduce food waste

2.5: Clarification is requested as to the role of local government in this action, and it is questioned if this role is appropriate – "To increase the recovery of high-quality organics and food waste from the C&I [Commercial and Industrial] sector, consider legislative reform to support:

- mandatory source separation and collection of unpackaged organics from large food waste generating businesses
- prohibiting disposal to landfill of C&I source segregated and collected organics".

2.6: 'Support the rollout of area-wide, high-performing food waste collection systems, including within suitable multi-unit and higher density developments'.

It is recommended that Housing SA be sought as a partner to include in addressing this action. It should also be noted that some dwellings are not eligible for council services due to development application waste provisions.

2.7 Clarification is requested as to what is meant by the action 'Provide resources to support precincts to procure segregated organics collections from businesses within significant food retail areas'.

It is acknowledged that local government is identified as a partner in 2.8: 'Encourage and support the establishment and enhancement of resource recovery infrastructure, processes and technologies that divert food waste into productive use'.

Focus Area 3; Reduce material loss and preserve value

3.7: We acknowledge our role with GISA to:

- implement the SA Better Practice Guide: Sustainable Kerbside Services

- apply best practice segregated 3-bin waste management systems for medium and high-density dwellings and be the preferred service provider for all residential dwellings, if the building can meet the service parameters as defined by each council.

3.8: We support the nationally consistent minimum standards for waste collection.

While our council aligns with the required standard of bin lid covers we note the significant cost for other councils that do not currently align with these standards.

3.9: In principle we support the roll-out of recycling and organic waste bins in *suitable* public places alongside general waste bins. We acknowledge the investment that businesses are making in phasing out single use plastic and the disappointing public waste solution often meaning landfilling of these items. Council has, with support from GISA, implemented three public place FOGO bins with container deposit scheme (CDS) collection. Our audits show these stations work well when placed in appropriate locations. However, contractual changes and costs for collection need to be factored into planning for new public diversion bins.

3.10: It is acknowledged that local government is identified as a lead on 3.10 Adopt Australian Standard AS 4123.5-2008 Mobile waste containers for all new and replacement kerbside mobile waste containers.

3.11: We do not have a stand-alone waste strategy. However, we do not foresee issues with aligning such plans with the goals of the circular economy by incorporating circular economy principles and objectives and as a minimum, setting targets for increasing diversion from landfill/recovery of resources. Our strategic plan Holdfast 2050+ contains the latter target.

3.25: It is noted and supported that local government is a partner in 'advocating for the establishment and maintenance of accessible and convenient community drop-off for products and materials where product stewardship schemes are in place and promote their use'.

3.27: We support the action by GISA, LGA and the waste industry to 'develop an updated statewide waste and resource recovery infrastructure plan that supports the transition to a circular economy through waste projection modelling and an analysis of infrastructure needs, capacity and capability for existing and emerging waste streams'.

Focus Area 4: Addressing emerging and problematic wastes

Please see our EPA submission in support of this focus area.

4.18: It is noted that local government is identified as a partner to 'encourage and support the procurement of government uniforms that are designed for durability, reuse, repair and recyclability, and manage government uniforms in line with the waste management hierarchy'. Council currently addresses this in part. However, we would support a collective of councils under LGA to address minimising uniform waste.

4.26: We do not see ourselves as a partner to 'explore and implement suitable solutions to expand options for households to conveniently dispose of hazardous waste'. While we acknowledge the need to have safe disposal places for hazardous waste, and other councils may have suitable sites, our highly residentially developed council area is unable to provide such a space or for the health and safety requirements for such a facility and we are reliant on sites outside our boundaries for such waste.

Focus Area 5: Develop and support circular markets and businesses

5.2 & 5.4: We support the action to 'Encourage the development and implementation of environmentally sustainable procurement policies and practices (including internal measurement and reporting against performance indicators) across local government and to Consider alignment and collaboration opportunities between local governments'. It is unclear the intended difference between 5.2 and 5.4 and recommend rationalising this under one action.

Focus area 6: Build a circular built environment.

6.1: We note local government is identified as a lead, among other government departments to 'support, promote and implement circular economy principles in urban planning, infrastructure and development projects'.

Building waste is a problem, particularly as 'building life' is reducing year-on-year. That is, where once a building had a life of 70-years, a modern building will have a life of between 30 to 45 years. This results in a greater number and more frequent demolition of buildings, generating exponentially more waste and higher use of material resources to replace those buildings.

There needs to be greater regulation to encourage adaptation of buildings rather than the current ease in replacing a building. It is more difficult under current planning laws to partially demolish a building than it is to totally demolish a building. This essentially incentivises poor outcomes.

As planners, the council would like to see:

- Reintroduction of planning laws that require developers to submit an application to the council for the total demolition of a building (current laws allow developers to demolish non-heritage buildings as of right without the need for an application to the council)
- measures introduced that require consideration of a building's structural integrity and lifespan as part of any application to demolish the building (most buildings are structurally sound and can be adapted rather than demolished)
- National Construction Code amendments that mandate the use of materials and construction methods that extend the lifespan of a new building to a minimum of 70-years.
- Planning law changes that mandate the reuse of materials sourced from the demolition of a structure for use in the replacement structure on the same land

These measures are in addition to strengthening existing standards around energy efficiency and use of sustainable materials in the building process.

Focus Area 7: Develop circular economy knowledge and skills

Council acknowledges local government is stated as a partner in:

7.2 Deliver information to council-serviced premises on reducing waste and the correct use of kerbside recycling and organics bins, as well as other collection systems.

7.5 Engage policy makers, community leaders and businesses on strategies to incorporate circularity thinking into their practices and encourage a shift towards a circularity mindset.

Focus Area 8: Measure our transition to a circular economy

8.5 We are willing to share waste related data and public facing documents with the state government. Any additional collection of data that may have cost or contract implications must have appropriate lead in times. Council currently publicly shares progress against our strategy targets through our annual reports.

Focus Area 9: Contribute to net zero emissions

Council strongly supports the objectives to reduce greenhouse gas emissions.

Yours sincerely

A handwritten signature in black ink, appearing to read 'CHughes', with a stylized, cursive script.

Charmaine Hughes
General Manager Assets and Delivery

Accelerating SA's transition to a circular economy

SOUTH AUSTRALIA'S WASTE STRATEGY 2025-2030



Government
of South Australia

Green Industries SA

Green Industries SA acknowledges and respects the Traditional Custodians whose ancestral lands we live and work upon, and pays respect to their Elders past, present and emerging.

We acknowledge and respect their deep spiritual connections, and the relationship that Aboriginal and Torres Strait Islander people have to Country.

We extend our respect to all Aboriginal and Torres Strait Islander peoples and their nations in South Australia, and across Australia.

Learn more about our Reconciliation at
greenindustries.sa.gov.au/reconciliation

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Introduction

In 2020 the Government of South Australia released *Supporting the circular economy: South Australia's waste strategy 2020-2025*.

Developed by Green Industries SA (GISA), the comprehensive strategy provided a framework of goals, targets and priority actions to help the state create a sustainable economy by reducing our reliance on virgin resources, eliminating waste and pollution, and reducing greenhouse gas (GHG) emissions.

A lot has been achieved in the past 5 years but there is work still to be done. This document presents the draft strategy for the next 5 years, for public consultation.

About this document

Accelerating SA's transition to a circular economy: South Australia's waste strategy 2025–2030 builds on its predecessor while taking account of changing local, national and international trends, challenges, commitments and opportunities. It sets a framework of strategic objectives, targets and priority actions that will accelerate SA's transition to a circular economy and help meet our priorities for a sustainable economy and net zero emissions by 2050.

While everyone has a role to play in implementing the strategy, importantly, for the first time, this strategy lists those who will take a lead or partner role in each of the actions and timeframes.

We welcome your comments on the draft strategy, in particular the proposed goals, targets, objectives and actions.

It should be noted that some of the actions listed in this document were subject to public consultation in 2024 through the Environment Protection Authority's (EPA) discussion paper *Beyond recycling: Moving SA towards a circular economy* (Environment Protection Authority, 2024). These have been marked with an asterisk. It is not intended that consultation on this strategy replicate the feedback received by the EPA.

Acknowledgements

This strategy has been developed in collaboration with the EPA and with input from numerous stakeholders, helping to inform targets and priority areas for action. These include the Local Government Association of South Australia, Waste Management and Resource Recovery Association of Australia, Waste and Recycling Industry SA, Australian Organics Recycling Association, Australian Council of Recycling, KESAB environmental solutions, and the SA Business Chamber.

Actions have been co-designed through collaboration with identified action leads listed in the strategy.

Invitation to comment

GISA invites you to provide your views on the draft strategy by lodging a submission through:



YourSAy.sa.gov.au/waste-strategy



GISA.WasteStrategy@sa.gov.au



GPO Box 1047, Adelaide SA 5001

About Green Industries SA

Green Industries SA (GISA) is driving a sustainable economic, social and environmental South Australia through a circular economy. It is working to eliminate waste and to maximise the value of resources, to enhance the economy and the natural environment for a sustainable future.

GISA is a leader in the circular economy, supporting efforts to value our resources and reduce pollution and waste. Its vision is to create a sustainable future, focusing on the value of materials in a circular economy and providing economic, social and environmental benefits. GISA has a statutory responsibility to develop a state waste strategy at least once every 5 years.

Its objectives under the *Green Industries SA Act 2004* [the Act] are to:

- promote waste management practices that, as far as possible, eliminate waste or its consignment to landfill
- promote innovation and business activity in the waste management, resource recovery and green industry sectors, recognising these areas present valuable opportunities to contribute to the state's economic growth.

In doing this GISA is to have regard to the guiding principles set out in the Act¹, these being:

- the circular economy
- the waste management hierarchy
- ecologically sustainable development
- best-practice methods and standards in waste management and efficient use of resources.

¹ See Appendix A for an explanation of the guiding principles.

Background and context

South Australia has a long and proud history of leadership in resource recovery and waste avoidance. Despite our achievements, our current patterns of production and consumption are unsustainable. While resource recovery and recycling are an essential part of our transition away from the 'take-make-dispose' approach of a linear economy, it's not enough to ensure a sustainable future.

Globally we have gone beyond planetary boundaries, causing environmental impacts such as climate change and biodiversity loss. If Australia is to meet our commitments under the United Nations' 2030 Agenda for Sustainable Development, we need to accelerate our transition to a more circular economy to achieve the system-wide transformation that's required. This transition is essential to reducing our reliance on virgin resources, eliminating waste and pollution, tackling biodiversity loss, and achieving net zero emissions while supporting the needs of current and future generations of South Australians.

Circular economy

A circular economy is an economic model designed to prioritise sustainability, resource efficiency, and waste reduction. It aims to move away from the traditional linear economic model and instead seeks to create a closed loop system where products and materials are kept in use for as long as possible, with their value preserved and waste minimised. This requires a transformation in our ways of producing and consuming, to gradually de-couple economic activity from the consumption of finite resources.



Design out waste and pollution

As up to 80% of a product's environmental impact is determined in the design phase, all products should be designed, accessed and used in ways that eliminate waste and pollution.



Keep products and materials in use at their highest value

By keeping products in use and materials circulating for as long as possible at their highest value use, we retain the value embedded in them. This minimises waste and reduces the requirement for virgin resources.



Conserve natural resources and regenerate nature

Circular economies shift the focus from extraction of natural resources to regeneration of nature through reducing the use of virgin resources, reducing waste and pollution, and returning valuable organic materials and nutrients to soils.

Achieving this will require systems-wide approaches with cooperation up, down and across supply chains to share resources, design better goods and services, and innovate. Large-scale change is always disruptive, and shifting to a more circular economy will require coordinated action, commitment, and investment. It will also require policy settings and tools that support this kind of collaboration and shared action.

Significant benefits can be realised through moving to a circular economy. These are explored in Appendix B.

Global and domestic challenges

To explore the opportunities and address current and emerging challenges, within a South Australian circular economy context, we need a holistic understanding of the relevant global and domestic issues of concern. Key issues are set out below.



Climate Change

- 2023 was the hottest year on record at 1.45 ± 0.12 °C above the pre-industrial average
- Concentrations of greenhouse gases continue to rise
- Climate-related events are becoming more frequent and more intense
- SA is predicted to experience more very hot days, droughts and dangerous fire weather and longer and hotter heat waves

[World Meteorological Organization, 2024], [Environment Protection Authority, 2023]



Fourfold increase in resource extraction

- Global resource extraction reached 106.6 billion tonnes in 2024, 4 times as much as in 1970

[World Business Council for Sustainable Development, 2024]



Unsustainable production and consumption

- One-third of all extracted material is discarded within a year
- Material use is the single largest determinant of Australian energy use and emissions, responsible for more than 50% of our global warming

[United Nations Environment Programme, 2024a], [Miatto A., et al., 2024]



Growing waste generation

- Every year across the globe more than 2 billion tonnes of municipal solid waste (MSW) is generated

[United Nations Environment Programme, 2024b]



Biodiversity decline

- Globally, biodiversity is declining faster than at any time in human history
- Australia's rich and unique biodiversity is in serious decline and the number of threatened species is increasing

[Conference of the Parties to the Convention on Biological Diversity, 2022],
[Department of Climate Change, Energy, the Environment and Water, 2021]



Population growth

- SA's population is projected to grow to more than 2 million by 2031, an increase of 204,000 to 254,000 from 2021
- Greater Adelaide's population of 1.52 million is projected to grow to between 1.82 to 2.01 million over the next 30 years

[State Planning Commission, 2024]

“It is still possible to create a better, more sustainable and more inclusive world for all by 2030. But the clock is running out. We must act now, and act boldly.”

UNITED NATIONS SUSTAINABLE DEVELOPMENT GOALS REPORT 2024

The challenges presented by these key issues inform us that we need to:

Reduce environmental harm and regenerate nature by:

- minimising the generation of waste
- reducing pollution through preventing the release of hazardous substances throughout the life cycle of products and materials
- limiting GHG emissions
- reducing nutrient loss in food systems by recovering nutrients for recycling into agricultural production.

Reduce demand for resource extraction by:

- changing the way we produce and consume, including designing for longevity and circularity
- becoming more efficient in how we use resources and retaining their use and value in the economy
- using fewer virgin materials to meet our consumption needs, including through a circular built environment
- raising consumer awareness about sustainability and developing circular economy knowledge and skills
- shifting our consumption patterns to goods and services that are less material intensive.

With these challenges however come opportunities. This strategy identifies the priority areas and actions that we need to take in South Australia that will have the biggest impact, to accelerate our transition to a circular economy.

What this strategy means for you

Transitioning from an entrenched linear ‘take-make-waste’ economy to a circular economy is complex and requires that we work together to achieve the changes required. The responsibility for implementation of the strategy will be shared across government, business, industry, communities and individuals. Everyone needs to do their part.

This table outlines some of the ways this strategy applies to each group, sector and tier of government. The list of detailed actions is located under the [focus areas](#) section of this strategy.

Table 1: What this strategy means for you

Group	Action
Individuals	<ul style="list-style-type: none"> • Make sustainable consumption choices and minimise waste • Support circular initiatives such as repair cafes, libraries, and second-hand marketplaces, including by donating responsibly
Households	<ul style="list-style-type: none"> • Separate waste into the correct kerbside bins • Take non-kerbside-recyclable waste, including batteries and embedded battery products, to appropriate drop-off points • Minimise food waste by using up ingredients that you already have and storing food for maximum shelf life
Not-for-profit organisations and community groups	<ul style="list-style-type: none"> • Create community-led initiatives, like repair hubs, swap centres, sharing groups, clean-up campaigns and community gardens with composting • Advocate for a more sustainable and circular economy • Implement community education campaigns to drive behaviour change
Research institutions	<ul style="list-style-type: none"> • Undertake and publish innovative research to drive the circular economy forward • Partner with businesses, industry and entrepreneurs to develop innovative solutions
Education sector	<ul style="list-style-type: none"> • Educate and develop workforce skills to meet the current and future needs of the circular economy
Business sector	<ul style="list-style-type: none"> • Adopt circular practices to meet growing stakeholder and customer expectations, ensure compliance and capitalise on new market opportunities • Donate unsold edible food to food rescue charities for redistribution
Resource recovery & waste management industry	<ul style="list-style-type: none"> • Process end-of-life material into new products with high circularity outcomes • Provide safe and appropriate waste management and disposal pathways • Provide source separated collection systems to businesses and industry
Local government	<ul style="list-style-type: none"> • Deliver and educate communities on high-performing kerbside collection systems • Adopt circular procurement policies and practices • Support community-led initiatives like repair hubs and swap centres • Support adaptive reuse of existing building stock
State government	<ul style="list-style-type: none"> • Implement policies, regulations and financial incentives that accelerate and support the transition to a circular economy • Encourage and facilitate collaboration and behaviour change across sectors • Use government procurement to drive changes in market behaviour and set an example for the private sector to follow • Advocate for national product stewardship schemes to address problematic wastes or implement state-based schemes or other interim measures where appropriate

2020–2025 waste strategy progress to date

Since the 2020–2025 waste strategy was released, significant progress has been made. Highlights include:

Tackling problematic waste

- ✓ The rollout and implementation of **single-use plastics bans** in South Australia has continued.
- ✓ A national commitment has been made to **reform the way packaging is regulated in Australia**, including mandated obligations for packaging design.
- ✓ New industry-led **national product stewardship schemes** have been established.

Reducing waste and recovering valuable resources

- ✓ South Australia recovered 4.24 million tonnes of material in 2022–23 at a **recovery rate of 82.3%**, with an estimated total value of \$811 million.
- ✓ GISA's **Waste and Recycling at Events and Venues guideline** is helping minimise waste and recover recyclables at South Australian events, and implementation of GISA's **Government office waste: Strategy and better-practice guide** is increasing waste diversion within SA government offices.
- ✓ **Public place recycling** is occurring through the Rundle Mall, Holdfast Bay and Tea Tree Gully public place bin projects.

Addressing food waste

- ✓ **Three-bin kerbside services for households**, incorporating a kitchen caddy and compostable bags for food waste, are provided by all 19 metropolitan councils, and **changes to kerbside waste collection systems** have been trialled and implemented by several councils in metropolitan Adelaide and regional centres, supported by the release of GISA's **Sustainable Kerbside Services: Better Practice Guide**, resulting in improved resource recovery rates for food organics.
- ✓ **Barrier bags for fruit, vegetables, nuts and confectionery** are now required to be certified compostable, providing improved access to compostable bags to support household food waste diversion and reduce the risk of contamination of the organic waste stream.
- ✓ Funding has been provided by the South Australian and Australian governments to increase infrastructure processing capability and capacity under **Food Waste for Healthy Soils** program.
- ✓ GISA's involvement in **End Food Waste Australia CRC** projects has helped to provide insights on household food waste generation and management, understanding of date labelling and has supported field trials of tailored compost formulations.
- ✓ GISA's partnership with **Saveful** has helped households to save food and save money.
- ✓ GISA has provided more than **\$200,000 in grant funding to support food rescue charities** with infrastructure.

Community, business, council and householder education and engagement

- ✓ GISA's **Which Bin** program, running since 2019, provides statewide recycling and waste avoidance advice for households, helping South Australia maintain its lead in landfill diversion.
- ✓ GISA's **Replace the Waste** program supports SA's single-use plastic bans by providing information to the community on what items have been banned and educating businesses on compliant alternatives, leading to the removal of nearly 12 million plastic items from the environment.
- ✓ The **Circular Community Hubs Guide**, launched in 2024, provides guidance to developers, councils and planners in considering opportunities to develop circular community hubs.

Regulatory reform

- ✓ **Implementation by EPA of the 2019 waste reform amendments**, including waste levy collections, stockpile management and mass balance reporting has provided an improved regulatory framework to minimise risk of environmental harm, give more certainty and fairness for lawful operators, and promote investment, innovation and growth of the sector.
- ✓ The **review of SA's Container Deposit Scheme (CDS)** will modernise the scheme, which will include expanding the pathways available to return containers, improving convenience of returns as well as the process of returning the container materials to the market for recycling.
- ✓ The **review of the Environment Protection (Waste to Resources) Policy 2010** has an overarching ambition to modernise the policy to support and enable circular outcomes.

Business sustainability

- ✓ GISA's **Business Sustainability Program** continues to support businesses of all sizes and from all industry sectors to 'go beyond compliance' and work towards implementing sustainability, circularity and net zero initiatives. Between 2020 and 2025, the Business Sustainability Program has provided **\$1.38m in grant funding** to deliver 45 projects across 26 industry sectors and 403 business sites, produced **14 resources for business**, and developed and published **8 tools and guides**.

Investment in infrastructure

- ✓ **Thirty recycling infrastructure projects across regional South Australia and Adelaide** have attracted **\$42.8 million** of co-investment from the South Australian and Australian governments.
- ✓ A **soft plastics recycling facility** is being built in Kilburn, with private investment and co-funding from the Australian Government's Recycling Modernisation Fund – Plastics Technology stream.
- ✓ **Three materials recovery** facilities now operate in metropolitan Adelaide, and investment in upgrades to increase **material recovery capacity and capabilities** will improve recycled material outputs.

Development of end-markets

- ✓ **\$1.5 million in Circular Economy Market Development Grant funding** was provided to 26 projects, supporting end market development and the adoption and scaling-up of circular business models and practices.
- ✓ GISA's **Circular Procurement Knowledge Hub** provides a knowledge and information sharing platform for circular procurement in SA, supporting markets for circular and recycled content products.

Circular built environment

- ✓ The **Circular economy in South Australia's built environment – Action Plan**, developed by industry, will help drive the transition of our built environment from linear to circular.
- ✓ The **City of Adelaide's Adaptive Reuse City Housing Initiative** is unlocking the potential in underutilised buildings in the City of Adelaide to create new homes.

Repair and reuse

- ✓ The **South Australian Repair and Maintenance Services Sector Study** has mapped the current state of repair in South Australia, identifying existing barriers to repair and opportunities for growth, and the **SA Reuse Data Study** is being undertaken to understand the scale and impact of reuse activities in SA.

Data capture and reporting

- ✓ The 2022 **C&I waste audit of metropolitan South Australia** has improved understanding of the composition of mixed commercial and industrial (C&I) waste in metropolitan Adelaide, helping to inform opportunities to improve recycling, and enabling the development of better data modelling of the circularity of materials.
- ✓ **Improvements and expansion in data collection and modelling** is ongoing, with mass balance data and updated landfill split modelling incorporated into the Circular Economy Resource Recovery Report (CERRR), and quantifying and representing material flows.

Examples of SA's circular economy in action



Refuse

- South Australians use their reusable cups for take-away coffees instead of disposable cups
- In 2024 WOMAdelaide avoided the disposal of more than 100,000 single-use plastic cups by replacing them with reusable cups



Rethink

- In consultation with their communities, progressive councils are providing weekly FOGO bin and fortnightly landfill bin collections, rethinking the way kerbside bins are used and collected
- Fleurieu Milk Company's reusable milk kegs and glass bottle model has reduced the need for plastic milk bottles in cafés and restaurants, saving 7,000 single-use plastic bottles over the lifetime of one keg



Reduce

- Food rescue charities, such as FoodBank and Oz Harvest, collect and distribute unsold edible food to those experiencing food insecurity
- Raw Bulk Wholefoods in Victor Harbor allows customers to purchase unpackaged products, reducing packaging waste



Redesign

- Compostable fruit and vegetable barrier bags have replaced plastic barrier bags, supporting efforts to divert food waste away from landfill
- RM Williams boots have been designed to be repaired, with individual components able to be replaced, rather than having to replace or repair multiple parts of the boot



Reuse

- Op shops, such as Vinnies and Salvos, receive and sell second-hand goods, giving them a second life
- SA Water's uniform reuse shop keeps corporate uniforms in use, preventing them from being disposed to landfill



Repair

- Clothing alteration and repair services in SA extend the life and utility of clothing
- Makerspace Adelaide is a not-for-profit community fabrication workshop that provides affordable access to a variety of tools and equipment



Refurbish

- Heritage buildings on Lot 14 [former Royal Adelaide Hospital site] have been refurbished for adaptive reuse as modern workplaces
- Arup refurbished their Adelaide office in the Reserve Bank Building using regenerative design, achieving Living Building Certification



Remanufacture

- APR Composites is a local manufacturer and designer of products made using Australian recycled and reclaimed materials for local and international markets
- Transmutation in Robe is making use of waste products to create and sell new products, for example, using unused plastic bread tags to create recycled plastic homewares



Repurpose

- The City of Adelaide's Adaptive Reuse for City Housing Initiative is repurposing underused existing buildings to create new homes
- Makerspace Adelaide is a community space where people can repurpose or upcycle old items into new ones



Recycle

- Orora's Gawler facility includes a beneficiation plant that closes the loop by processing used glass and recreating new glass bottles
- Recycling Plastics Australia in Kilburn will clean and purify soft plastics such as shopping bags and food wrappers to create feedstock for new soft plastic packaging



Research

- GISA's Women in Circular Economy Leadership Scholarship funds women leaders to undertake projects that create new ideas and innovation in waste, resource recovery and circular economy
- Bedford Group received funding from GISA to investigate melamine coated particleboard circular manufacturing



Reskill

- SA has several repair cafés that help the community learn skills to repair and mend broken or damaged items
- The circular procurement knowledge hub on GISA's website is supporting businesses to capitalise on the opportunities of circular procurement



Recover

- Since 1977 SA's container deposit scheme has incentivised the return and recovery of valuable material
- Battery recycling scheme B-cycle facilitates the collection of used batteries for recycling



Regenerate nature

- Food and organic waste, processed into compost in SA is applied to agricultural land to improve soil for food production
- By keeping materials circulating in SA's economy we are reducing waste and pollution that affect soil, water and air quality

Progress against 2025 targets for metropolitan Adelaide

While progress has been made against all targets set in the 2020–2025 waste strategy, 2022–23 data shows that only the construction and demolition (C&D) waste diversion target has been met. An improved data model for calculating diversion rates has shown that the C&I diversion rate is lower than previously thought but the diversion rates for the C&D and municipal solid waste (MSW) waste streams were performing better (Green Industries SA, 2024). What is clear is that aside from C&D waste, significant effort is still needed across the MSW and C&I waste streams to meet the targets.

As at 2022–23:

- waste generation per capita decreased by 0.5% against a 5% reduction target
- MSW diversion rate was 61.7% against a target of 75%, with kerbside waste at 53.6% against a target of 60%
- C&I diversion rate was 75.6% against a target of 90%
- C&D diversion rate was 97.4% against a target of 95%.

Graphs depicting annual performance against the 2020–2025 waste strategy targets can be found in Appendix C.

What still needs to be addressed?

Despite significant progress being made across many areas, some priority areas require further focussed action through this strategy. These include:

- **Waste generation per capita** – to meet our waste reduction targets, more focus is needed on reducing waste generation through consuming less material and using materials and products more efficiently and for longer.
- **MSW and C&I diversion rates** – to meet goals and targets for these waste streams, with particular focus on food waste, a step change is needed requiring consideration of policy levers and additional supporting measures to improve outcomes.
- **Contamination of kerbside collected bins** – reducing contamination of source separated materials in kerbside bins (FOGO and co-mingled recycling) remains a priority and is reflected in the setting of new targets and actions to support achieving these targets.
- **Development and ongoing sustainability of end-markets for recovered resources** – strong and sustainable end markets drive demand for recycling and resource recovery, and support investment in research, development, and expansion of capacity. Sustainable procurement is identified as playing a key role in supporting these markets. While some progress has been made within state government on sustainable procurement, a whole-of-government approach to sustainable procurement is needed, coupled with the adoption of sustainable procurement practices by local government and business.
- **Progress on national product stewardship schemes** – while addressing existing and emerging problematic wastes becomes increasingly urgent, the development of new (and effective) schemes takes significant time and resourcing. This may require consideration of state-based approaches and/or interim measures to be implemented.
- **Reform of planning instruments** – decisions made under the current legislative framework have led in some cases to outcomes that inhibit or prevent best practice waste management practices. Resource recovery outcomes can be improved by ensuring waste management and circularity principles are considered in planning decisions.

What's changed since the 2020–2025 strategy?

Since the previous strategy was developed in 2020, many things have changed. Matters that have informed the 2025–2030 strategy include:

- the imposition of **overseas export bans** for unprocessed glass, tyres, plastics and paper and cardboard requiring investment in domestic reprocessing solutions and improved markets within Australia
- increased awareness about PFAS '**forever chemicals**' released into the environment
- growing numbers of **lithium-ion (Li-ion) batteries** being used and the fire and safety risks arising from their incorrect use and disposal
- **new problematic waste streams** arising from the transition to renewable energy, creating challenges and presenting new resource recovery opportunities
- collapse of the national soft plastics collection and recycling program **REDcycle** in 2022
- growth of **fast fashion** and an increase in unsustainable consumption practices
- **rising cost of living pressures** impacting households and small businesses
- mandatory **climate-related financial disclosures** for many Australian companies commenced in January 2025
- growing awareness in the business sector of **ESG** (environmental, social, and governance) and sustainability
- impacts from a **global pandemic** (COVID) and significant **natural disasters** (bushfires and the 2022–23 River Murray flood)
- Significant **advancement of circular economy policy development** at the international level, for example – the European Commission adopting numerous measures identified in the 2020 Circular Economy Action Plan and revising the circular economy monitoring framework in 2023
- adoption and commencement of **measuring against 3 new circular economy indicators** – circularity rate, material footprint and material productivity – by the Australian Government
- **progress by other Australian states and territories** in developing and implementing circular economy strategies, accompanied by enabling legislation and policies
- the development and planned development of significant **thermal energy from waste infrastructure** interstate and potential implications for achieving a circular economy.

Strategic direction

The development of the 2025–2030 strategy has been informed and driven by 5 key factors:

1. GISA's guiding principles: circular economy, waste management hierarchy, ecologically sustainable development, and best-practice methods and standards in waste management and efficient use of resources.
2. Global environmental imperatives that require urgent action, and related global and domestic policy trends and attitudes.
3. An appraisal of the South Australian landscape – our achievements to date, ongoing and emerging challenges, the opportunities of a circular economy, and SA's ongoing leadership in these areas.
4. Alignment with Australia's international commitments and national priorities, goals and targets.
5. The broader priorities and goals for the state's future.

Key factors 1 to 3 have been explored in earlier sections, and factors 4 and 5 are set out below. Broader legislative and policy context information is set out in Appendix D.

Sustainable Development Goals

The United Nations [2030 Agenda for Sustainable Development](#), endorsed in 2015 by 193 countries, including Australia, created 17 Sustainable Development Goals (SDGs) that form a roadmap for global development efforts to transform our world.

SDG 12 – *Responsible consumption and production* – commits signatories to making fundamental changes in the way that our societies produce and consume goods and services. The targets include:

- By 2030, achieve the sustainable management and efficient use of natural resources
- By 2030, halve per capita global food waste at the retail and consumer levels and reduce food losses along production and supply chains, including post-harvest losses
- By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse
- Promote public procurement practices that are sustainable, in accordance with national policies and priorities.

The [Sustainable Development Goals Report 2024](#) advises that achieving SDG 12 requires fostering circular economy models, sustainable production practices and responsible consumption (United Nations, 2024).

Australia's Circular Economy Framework: Doubling our circularity rate

[Australia's Circular Economy Framework](#), released in December 2024, commits Australia for the first time to a national circular economy transition. The framework sets a goal to double the circularity of Australia's economy by 2035 from a baseline of 4.6%, addressing the entire life cycle of resources, from design and extraction to reuse.

To achieve this goal, the framework sets 3 targets that cover the front, middle and end of the product life cycle:

1. Shrink per capita material footprint by 10% [front-end target]
2. Lift material productivity by 30% [middle target]
3. Safely recover 80% of resources [end target]

The framework identifies the following 4 priority sectors:

- Industry
- Built environment
- Food and agriculture
- Resources

And cross-cutting objectives:

- Innovation
- Systems thinking and circular economy skills
- Market development and investment
- Collaboration and place-based approaches
- Advanced resource recovery and recycling
- Behaviour change

2024 National Waste Policy Action Plan

The [2024 National Waste Policy Action Plan](#), developed in line with the [2018 National Waste Policy](#), sets out where Australia must focus its efforts to transition to a safe circular economy. The action plan supports Australia's engagement in SDG 12 on responsible consumption and production. It also supports *Australia's Circular Economy Framework*.

The 2024 action plan builds on the progress made under the 2019 action plan to achieve 7 targets:

1. Ban on export of waste plastic, paper, glass and tyres, commencing in the second half of 2020
2. Reduce total waste generated in Australia by 10% per person by 2030
3. 80% average resource recovery rate from all waste streams following the waste hierarchy, by 2030
4. Significantly increase the use of recycled content by governments and industry
5. Continued phase out of problematic and unnecessary plastics
6. Halve the amount of organic waste sent to landfill for disposal by 2030
7. Make comprehensive, economy-wide and timely data publicly available, to support better consumer, investment and policy decisions

The 2024 action plan identifies 3 priority areas:

1. Government legislation, regulation, policies, standards and guidelines
2. Investment in infrastructure, procurement and funding support
3. Market development and support through innovation, reducing barriers and generating demand

And it identifies the following waste materials as those where the greatest gains can be made against the targets:

- Organics (food and garden)
- Building and demolition
- Ash
- Hazardous waste
- Paper and cardboard
- Timber

It notes that C&D waste is a priority for target 2, and MSW and C&I waste are priorities for targets 3 and 6.

State and territory governments are developing implementation plans to support the 2024 action plan. The SA implementation plan will be aligned with this strategy.



South Australian Economic Statement

The South Australian Government's [South Australian Economic Statement](#) sets out a vision for a sustainable economy with a mission to capitalise on the global green transition – 'the state's early adoption of circular economy principles can also provide a path to prosperity through greater efficiency and sustainability'.

Net zero strategy

South Australia has targets to reduce net GHG emissions by more than 50% by 2030 (from 2005 levels) and to achieve net zero emissions by 2050. The state is making good progress towards these targets, achieving a 42% reduction in GHG emissions in 2021, compared to 2005 levels. In December 2024, the South Australian Government released [South Australia's Net Zero Strategy 2024-2030](#) which sets out the priorities and actions to help achieve these targets. Policy Priority 12 of the strategy is to 'support innovative waste management, recycling and resource recovery to increase circulation of materials and reduce emissions'. [Department of Environment and Water, 2024].

The Department for Energy and Mining is developing an Energy White Paper which will set out SA's medium-to-long term energy policy as the state transitions to a net-zero emissions future. The role of renewable energy technologies is essential to this future, and to support this, action needs to be taken to address the end-of-life stage of these technologies, and to encourage redesigning them for improved circularity.

Vision and objectives

Vision

To create a sustainable future, focusing on the value of materials in a circular economy and providing economic, social and environmental benefits.

Objectives²

- Continue South Australia's leadership in waste management, resource recovery and accelerate our transition to a circular economy
- Use our natural resources more efficiently, focusing on sectors that use the most resources and where potential for circularity is high
- Support business sustainability, and grow circular economy businesses and jobs
- Reduce waste and pollution, and regenerate natural systems
- Create a circular economy culture and enable sustainable consumption choices

Beyond 2030

The 2025–2030 strategy is a step in South Australia's journey to establishing a sustainable and circular economy, which will support the state's ambitions in achieving net zero emissions by 2050.

Looking towards 2050, life in a circular economy will look different to today.

If we are to achieve a just and inclusive transition, we will see a cultural shift where sustainable living, wellbeing, social relations and resilience are prioritised over consumerism and linear consumption, with sustainable lifestyles being accessible and appealing to all.

Materials circularity, decreasing consumption per capita and eliminating waste will go together with economic growth and development. Circular design and manufacturing practices, sustainable industrial development and innovative circular technologies and processes will enable the phase-out of linear and hazardous materials.

Urban environments and infrastructure will be designed according to circularity principles to be sustainable, more resilient and inclusive. Dispersed and place-based circularity solutions will connect businesses and industry with community enterprises, including in regional areas.

Small and medium-sized enterprises will drive innovation, create local jobs and foster local economic resilience. A culture of repair and reuse, including community-centred workshops and facilities, will support skills in fixing and upcycling.

Circularity will be mainstream and prominent in multilateral frameworks and agreements, enhancing collaboration and coordination at local, national and international levels.

Achieving the targets and actions of this 5-year strategy will accelerate South Australia's transition to a circular economy beyond 2030.

² Additional objectives are set out under each focus area.

Goals and targets

The 2025–2030 strategy sets an overarching goal to double SA's circularity rate by 2035, supported by 7 targets.

The new circularity goal and targets for material footprint and material productivity align with the goal and targets in *Australia's Circular Economy Framework* [which also address SDG 12].

Targets relating to waste generation, resource recovery, and organic waste align with targets 2, 3 and 7 of the *National Waste Policy Action Plan*, [noting that the C&I, MSW and kerbside bin waste diversion targets have been retained from the previous strategy, reflecting that further action is required to achieve these within the additional 5-year timeframe].

Additional new targets reflect local challenges as well as opportunities that support the ambition to accelerate the development of SA's circular economy by improving material circularity, reducing contamination of recovered resources, and increasing circular consumption activities.

The strategy identifies 9 focus areas as the priority areas for action that provide the greatest opportunities to meet the strategy's objectives, goals and targets. They reflect the ongoing and emerging waste and resource recovery challenges that need to be addressed [such as waste generation, food waste, quantity and quality of recovered resource, and problematic wastes], as well as opportunities to improve circularity and circular outcomes, [such as developing circular markets and businesses, transforming the built environment, developing circular economy knowledge and skills and changing patterns of consumption]. While net zero emissions is one of the 9 focus areas, given that a circular economy is essential to achieving net zero emissions, all focus areas and related actions contribute to this ambition. To ensure that we are measuring the effectiveness of actions taken towards achieving goals and targets, continual improvement in our measuring and collection of data is another priority area.

Overarching goal: Double SA's circularity rate by 2035

Circularity measures how much material input into an economy comes from recycled or reused sources. It indicates the proportion of resources that are cycled back into production rather than being disposed of as waste.

Outcome

Increasing our circularity rate will mean we are becoming more efficient in how we reuse and recycle materials, reducing demand for virgin resources.

Meeting the target

We can increase our circularity rate by improving our resource efficiency and increasing demand for products with recycled content. There are significant opportunities to increase circularity in the built environment and food provision systems, and by supporting end markets by embedding sustainable procurement practices into purchasing decisions by government and business.

Key focus areas

Areas 2, 3, 5 and 6 are key to achieving this overarching goal, while areas 1, 4 and 7 also contribute to this goal.

Measuring progress

Progress will be measured through the change in circularity rate from a baseline rate of 6% in 2023. Measurement and reporting will be dependent upon the availability of datasets.

Target 1: 10% reduction in material footprint by 2035

Material footprint measures the amount of raw materials extracted globally for use in products and services that South Australians consume. It includes materials used elsewhere to make imported products, and excludes materials used locally to make exports.

Outcome

Reducing our material footprint will mean we are using fewer raw materials – including from other countries – to meet our consumption needs. Doing so will reduce the rate of global natural resource extraction and reduce our impact on the environment, biodiversity and the climate.

Meeting the target

We can reduce our material footprint through actions in the key provision systems of housing, mobility and food, which are responsible for 75% of all material needs in SA.

These actions include reducing food waste, prioritising adaptive reuse and refurbishing over rebuilding, reusing and repairing products to extend their lifespan, designing products and materials for circularity and longevity, and changing consumption behaviours to buy less and to choose recycled content products.

Key focus areas

Areas 1, 2, 5 and 6

Measuring progress

Progress towards this target will be monitored by measuring changes against a 2023 baseline on a per capita basis. Measurement and reporting will be dependent upon the availability of datasets.

Target 2: 30% increase in material productivity by 2035

Material productivity measures how efficiently materials are used in a process or production. It measures the amount of economic output generated per unit of materials consumed.

Outcome

An increase in material productivity means that South Australia is becoming more efficient in how we use natural resources in production and shifting our consumption patterns to less material intensive goods and services. It indicates that South Australia is decoupling economic activity from the consumption of finite resources. Achieving this target will reduce the pressure on natural resources and in particular finite resources.

Meeting the target

We can increase our material productivity by improving product design and manufacturing processes, encouraging innovation, reducing materials loss and valorising waste.

Key focus areas

Areas 1, 2, 5, 6 and 7

Measuring progress

Progress towards this target will be monitored by measuring changes against a 2023 baseline. Measurement and reporting will be dependent upon the availability of datasets.



Target 3: 10% reduction in total waste generated per person by 2030

This target measures the rate of waste generated relative to population.

Outcome

Reducing the amount of waste we generate will reduce the amount of natural resources we use, reduce our pollution of the environment, and decrease the pressure on our resource recovery and recycling infrastructure.

Key focus areas

Areas 1, 2, 4, and 6

Measuring progress

Progress towards this target will be monitored by measuring changes in waste generated per person, against the 2019–20 baseline data of 2,800 kg/person/yr.

Meeting the target

Achieving this target can be done by minimising waste generation across all waste streams, through strategies that maximise the lifetime of products and enable repair and reuse, and by changing our consumption patterns. The priority material streams for action are as follows:

Table 2: Priority material streams for waste reduction

Priority material streams	Opportunities for waste reduction
Food waste	<ul style="list-style-type: none"> Reducing household food waste Reducing food waste in the Commercial and Industrial sector
Packaging waste	<ul style="list-style-type: none"> Reduction in packaging Reusable packaging
Plastic waste	<ul style="list-style-type: none"> Bans on single-use plastics Reusable alternatives to single-use plastic items
Textile waste	<ul style="list-style-type: none"> Design for longer life and material circularity Local repair and reuse
E-waste	<ul style="list-style-type: none"> Products designed for longer life and recyclability Local repair, refurbishment and reuse
Built environment waste	<ul style="list-style-type: none"> Adaptive reuse and retrofitting of existing building stock Renovation and refurbishment of existing houses Deconstruction and salvage of materials during demolition Minimising construction waste



Target 4: Increase resource recovery and reduce contamination

Outcome

Keeping valuable resources circulating through the economy at their highest value and for as long as possible helps maximise our use of natural resources, and reduce pollution, GHG emissions from landfill and extraction of raw materials.

It is acknowledged that recovery rates will continue to be impacted by the existence of problematic items and legacy materials that are not safe or able to be recycled.

Targets by waste stream and location

While the overall goal is to increase resource recovery across all waste streams and across SA, to reflect the different circumstances and approaches needed, targets are set by waste stream for metropolitan Adelaide, with goals set for regional, outback and remote SA.

Metropolitan Adelaide – 2030 targets by waste streams

Municipal solid waste targets

Municipal Solid Waste (MSW)	75% diversion
Household bin systems	70% diversion

Household bin system contamination targets

Household bin systems – FOGO	Less than 2% contamination
Household bin systems – Recyclables	Less than 10% contamination

Meeting the targets

Significant gains can be made through increasing the recovery of organic waste through kerbside collection while minimising contamination. Actions to support this include providing households with sustainable kerbside bin systems enabling separation and collection of food waste, with targeted education campaigns.

Key focus areas

Areas 2, 3, 4, 6 and 7

Measuring progress

Diversion from landfill measures the amount of waste generated that's not sent to landfill. It is calculated as the total of waste recovered through resource recovery processes divided by the total amount of waste generated as a percentage. Progress towards diversion targets will be monitored by measuring changes in the rates of diversion from landfill.

Contamination rates will be measured through kerbside bin audits and reported as a percentage of volume by metropolitan council area. Progress will be monitored by measuring changes in rates of contamination of kerbside collected organic and recycling bins where kerbside bin audit results are available.

Commercial and industrial target

Commercial and Industrial (C&I)

90% diversion

Meeting the target

Increasing source separated recovery of unpackaged food waste, plus paper and cardboard, provide the largest opportunities to achieve this target.

Measuring progress

Progress towards diversion targets will be monitored by measuring changes in the rates of diversion from landfill.

Key focus areas

Areas 1, 2, 3, 5 and 7

Construction and Demolition target

Construction and Demolition (C&D)

98% diversion

Meeting the target

The diversion rate for the C&D waste stream should consistently remain high.

Priority actions for the C&D sector are focused more on reducing waste, maximising material circularity and prioritising the use of recovered materials over virgin materials.

Key focus areas

Areas 3, 6 and 7

Measuring progress

Progress towards diversion targets will be monitored by measuring changes in the rates of diversion from landfill.

Regional, outback and remote SA – 2030 goals

Goals	
Regional local government	Regional local governments to meet and progressively improve upon the targets and goals set out in their respective waste management plans/strategies.
Outback and remote SA	Outback and remote communities, with support where appropriate from key stakeholders (including mining, tourism, national parks and transport sectors, pastoral companies, and local government neighbours) to strive for continual improvement in waste management and resource recovery, developing local strategies and place-based solutions, alongside collaborative area-wide initiatives where this is cost effective.

Meeting the goals

Localised strategies and place-based solutions can better reflect the needs and ambitions for waste management, resource recovery and circular economy outcomes within regional, outback and remote SA communities.

Key focus areas

Areas 2, 3, 5 and 7

Measuring progress

Local government

Progress towards this goal will be measured by the progress of regional local governments towards achieving their waste management and resource recovery targets and goals, and through progressively setting more ambitious targets

Outback and remote SA

Progress towards this goal will be measured by the progress made towards developing and implementing local strategies and place-based solutions.



Target 5: 50% reduction in organics disposed to MSW kerbside and C&I landfill bins by 2030

This target measures the reduction in organic materials being disposed to landfill bins.

Outcome

Food waste is minimised, and organic materials are diverted from landfill and used at their highest beneficial value. This will help regenerate soils and reduce GHG emissions.

Meeting the target

Meeting this target requires a combination of waste avoidance and resource recovery strategies.

Avoiding wasting food provides the highest environmental benefit and should be prioritised. This includes minimising waste in food production, overproduction of food, food waste valorisation, diverting edible food to food rescue charities or animal feed, and purchasing only what we need.

Food waste, garden organic waste and other organic waste (such as compostable food packaging), can be separated for collection and processing into high quality organic products such as compost, that can be returned to soil, helping to regenerate nature and grow food.

Key focus areas

Areas 1, 2, 3, 5 and 7

Measuring progress

The 2022 baseline for kerbside waste stream is 118,000 tonnes.

The 2022 baseline for the C&I waste stream is 101,270 tonnes.

Progress against this target will be measured by monitoring changes to the rate of organic material being disposed by households in kerbside general (landfill) waste bins and changes to the rate of organic material being disposed by businesses in C&I landfill bins (general waste and dry general waste streams). Measuring and reporting will be dependent upon the availability of datasets.

Target 6: Maximise material circularity

Material circularity measures how long and intensively a material continues to circulate through the economy.

Outcome

Recovered materials are used at their highest value and repurposed or remanufactured into quality products in a way that continually achieves a high circularity outcome, through a closed-loop system.

High circularity

A high circularity outcome is achieved when products are made back into their original form, conserving the value of the material and achieving a high-quality output. For example, when glass bottles are remanufactured into glass bottles, food grade plastic is remanufactured back into food grade plastic, and rubber is remanufactured back into rubber products.

For organic materials, a high circularity outcome is achieved when the recovered material is processed to meet Australian Standard [AS] 4454 then processed further to be of sufficient quality that the resulting product can be applied to soils for the purpose of food production, that is, in commercial viticulture, horticulture or agriculture. This outcome achieves the regeneration of our natural resources through a closed-loop system where food waste is produced back into food.

Low circularity

A low circularity outcome is when the material is downcycled through being remanufactured into a different product of lesser value or quality, or into a new product that cannot be recycled, resulting in the loss of value. For example, when glass bottles are used in road base, or plastic bottles are remanufactured into carpeting (which currently is not able to be recycled in Australia). For recovered organic materials, a low circularity outcome is when the material is processed to meet AS 4454 but not used for food production applications.

Measuring progress

Work will begin in 2025 to develop a methodology to measure progress against this target.

Meeting the target

For materials to continue circulating through the economy and result in high quality recovered material outputs, a multifaceted approach is required:

- Products and the materials used within them should be non-hazardous to human health and the environment and designed for easy disassembly and material recovery.
- Recyclable materials need to be separated at the source and aggregated for collection while contamination is minimised.
- Advanced sorting processes and recycling technologies must enable and maximise the recovery and extraction of materials, producing safe, high quality secondary materials as feedstock.
- Secondary materials should be used at their highest value.

Table 3: Opportunities for greater material circularity

Material	Opportunities for greater material circularity
Organic material	<ul style="list-style-type: none">• Food waste recovery from both MSW and C&I sectors• Commercial composting outputs meeting high circularity outcomes
Plastics & plastic packaging	<ul style="list-style-type: none">• Reduction in packaging• Reusable packaging• Redesign packaging for recyclability
Textiles	<ul style="list-style-type: none">• Design for longer life and material circularity• Local repair and reuse• Local recycling
Cardboard & paper	<ul style="list-style-type: none">• Reusable packaging• Source separation and collections in C&I sector

Key focus areas

Areas 2, 3, 4 and 5



Target 7: Increase circular consumption activities

Circular consumption activities include repair and maintenance, upcycling, refurbishment, sale/purchase of second-hand goods, leasing or renting items, sharing or borrowing items. These activities extend the utility and lifespan of products and consequentially reduce waste.

Outcome

Consumers have convenient access to circular products and services and choose to participate in circular consumption, maximising the lifespan and utility of products and reducing waste.

Meeting the target

Progress towards increasing circular consumption activities will be made through providing:

- consumer awareness raising and product labelling to change consumption habits
- options for consumers to choose circular designed products and circular services
- convenient access to repair, reuse and sharing services and options, such as community-based and commercial reuse and repair centres or circular hubs.

Key focus areas

Areas 1, 4 and 7

Measuring progress

Work will begin in 2025 to select the circular consumption activities and behaviours that will be measured, establish baseline measurements and commence monitoring of selected indicators.

Ongoing collection of this data will enable targets to be set during the term of this strategy or in a subsequent strategy.

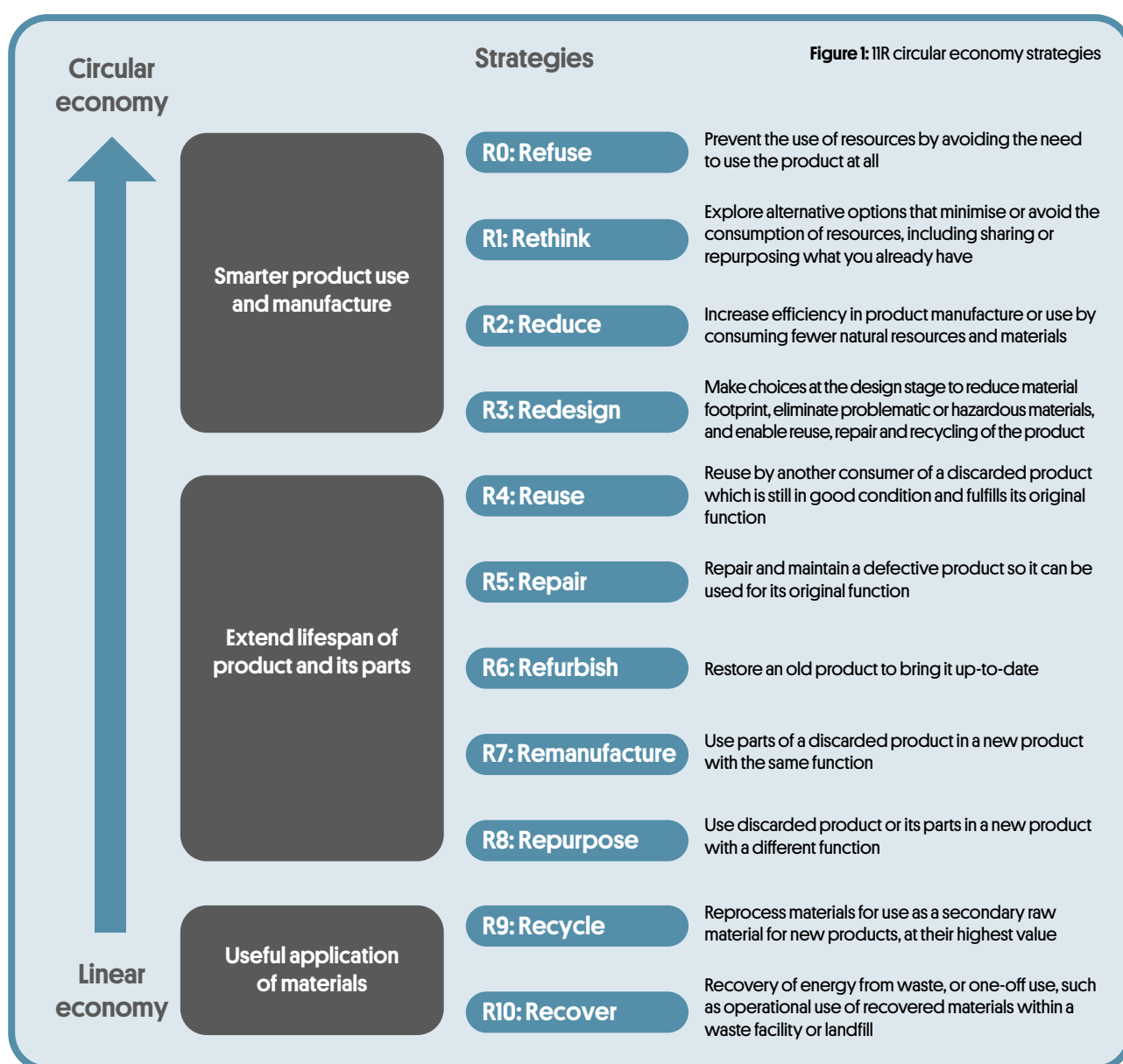
Focus areas and priority actions

Focus area 1: Avoid waste

In 2022–23, South Australia generated 5.16 Mt of waste – 2,785 kg of waste per person [Green Industries SA, 2024]. To meet our target to reduce waste generation by 10% per person, we need to reduce this to 2,520 kg per person by 2030.

We can reduce the generation of waste by designing out waste and pollution, shifting patterns of consumption to consume fewer resources, extending the useful life of products through repair and reuse, and using resources and materials more efficiently.

The 11R circular economy strategies, from refuse through to recover [Figure 1] describe how best to avoid waste, preferencing lower numbered Rs, where possible, to minimise material consumption, maximise material productivity and reduce waste generation.



Circular design

As much as 80% of a product's environmental impact is determined at the design stage [Ellen MacArthur Foundation, 2022a]. The way that products are designed and produced influences how long they last, whether they can be repaired, and what happens to them at end-of-life.

Currently, many products are designed for obsolescence rather than for repair, reuse, disassembly and recycling. Additionally, the use of composite or problematic materials, including chemicals of concern, in product design limits recyclability and exacerbates the problem. While some brands are already designing for circularity, others continue to design in a way which maximises profit, without regard for or considering the costs of environmental impact. To facilitate this design shift economy-wide, national or state-based reform may be needed.

Shifting patterns of consumption

Consumers play a key role in the transition to a circular economy, with the volume, frequency and type of products consumed having a strong impact on waste generation and the environment. While consumer values and priorities are a significant factor in consumption patterns, these are affected by the behaviour of brands in marketing and design practices, as well as the information available to consumers to make informed decisions.

Surveys show many Australians value sustainability, with 46% of Australian shoppers reporting that it is an important factor when making a retail purchase. Durability and repairability are the most important considerations [Australian Consumer and Retail Studies, 2024].

Circular consumption is not just about buying products which are more sustainable – it's also about finding options which don't require a new product to be purchased. This can include rethinking the need to own the product (such as by leasing or sharing), repairing existing products, or buying second-hand. While many of these services exist already, they can be challenging for consumers to find and access.

Reuse and repair

Reuse and repair of products not only contributes to waste avoidance – they have the added benefit of creating more jobs as these activities are more labour intensive than recycling or landfill activities [Heinrich, De Garis, & Rawson, 2024] [Raillard, 2021].

'Reuse' refers to the reallocation of products or materials to a new owner or purpose without the need for reprocessing or remanufacturing. While reuse is a popular option due to reduced prices compared to purchasing new, barriers do exist, including products not being designed or manufactured to last or to be repairable.

The reuse sector in South Australia is varied, with a wide range of business selling second-hand products including clothing, furniture, electronics and cars. There is also a thriving informal peer-to-peer reuse market, through a range of online platforms such as Facebook Marketplace, eBay, and buy nothing groups, as well as garage sales and in-person sharing.

Repair and maintenance are important enablers for reuse. Unfortunately, the South Australian repair sector is shrinking and fragmented, and due to a lack of training opportunities for those wanting to work in this sector, it is largely made up of an ageing workforce. Action is needed to revive it and see it thrive.

Using resources and materials more efficiently

The C&I sector generated 1.97kt of waste in 2022–23, making up 38% of the total waste in South Australia [Green Industries SA, 2024]. Strategies to reduce waste in this sector include identifying opportunities to avoid waste and increasing the material efficiency of how goods are produced.

Some businesses don't have a clear line of sight on the quantities and types of wastes they are generating, which limits their ability to improve sustainability in their business practices. By developing waste reduction plans and measuring the amount of waste and the waste material types they generate, businesses can make informed decisions to address wasteful practices, increase productivity of their input resources, improve sustainability and save on costs.

Targeted programs to build business capabilities and the provision of ‘better practice guides’ can support businesses to improve their business practices and become more sustainable. Many of these ‘better practice guides’ have already been developed by GISA.

Objectives

Reduce the generation of waste through:

- designing products for circularity, including to eliminate waste and pollution, provide longevity and enable repairability
- keeping products and materials in use for as long as possible and at their highest value, reducing demand for virgin resources, conserving energy, and mitigating GHG emissions
- reducing wasteful consumption by preferencing circular consumption options
- addressing wasteful business practices by building business awareness and capabilities
- adopting production practices that increase material productivity.

In addition to the actions below, actions identified in other focus areas, including food waste, built environment, procurement, and circular business practices, also contribute to waste avoidance.

ACTIONS TO AVOID WASTE				
Action	Leads	Partners	Timing	
Encourage circular design				
1.1*	Advocate for and support the national adoption of design standards to increase life cycle potential of products, packaging and components, maximise the value of materials throughout the life of a product, and avoid waste – for example, design standards that ensure products are easier to repair, upgrade, disassemble and recycle, are durable, and use non-toxic ingredients or materials. In the absence of a national approach, explore legislative options for state-based action, to ensure that goods manufactured in or entering South Australia meet certain design standards.	Environment Protection Authority Green Industries SA		Ongoing
1.2	Advocate for the design and manufacturing of products and components that increase durability, repairability and recyclability and replace virgin materials with recycled materials.	Green Industries SA	Industry associations Manufacturers	Ongoing
Encourage circular consumption choices				
1.3	Collect data and conduct market research to help inform behavioural change activities that promote waste avoidance.	Green Industries SA		Ongoing
1.4	Raise awareness with consumers to influence consumption habits and promote waste avoidance.	Green Industries SA		Ongoing
1.5	Support initiatives involving collaborative consumption and the development of community circular hubs, that is, physical locations that provide citizens with convenient access to a suite of circular goods and services.	Green Industries SA	Community groups	Ongoing
1.6	Encourage community support of local circular initiatives such as repair cafes, libraries and second-hand marketplaces.	Green Industries SA	Community groups Not-for-profit organisations	

ACTIONS TO AVOID WASTE				
Action		Leads	Partners	Timing
Support reuse and repair activities				
1.7*	Advocate for and support the national adoption of design standards that ensure that products are durable and easier to repair and upgrade. In the absence of a national approach, explore legislative options for state-based action, to ensure that goods manufactured in or entering South Australia meet design standards that enable product repair and reuse.	Environment Protection Authority Green Industries SA		2025–2030
1.8	Advocate for measures that overcome barriers to the repair economy, such as addressing the interplay between product warranties and product repair, and taxation policy relief measures.	Green Industries SA		Ongoing
1.9	Explore options to support the growth of the South Australian reuse and repair sector, for example through: <ul style="list-style-type: none">• establishing community-based and commercial reuse and repair centres or hubs• establishing an South Australian repair network or alliance• developing a directory and map of repair and reuse services.	Green Industries SA	Not-for-profit organisations	2025–2028
1.10	Support the development of repair skills, identified through a workforce skills gap analysis, at all levels of education.	South Australian Skills Commission Department of State Development Department for Education TAFE SA	South Australian Skills Commission's Industry Skills Councils Not-for-profit sector	Commencing 2027
Support businesses and organisations to avoid waste				
1.11	Deliver targeted programs to build businesses' capability to: <ul style="list-style-type: none">• identify and act on opportunities to avoid waste• increase materials efficiency• improve resource recovery outcomes, including through source separation• adopt innovative technologies and practices to measure and report on waste management activities.	Green Industries SA SA Business Chamber	Department for State Development	Ongoing
1.12*	Consider reform for South Australian businesses to develop business waste reduction plans, supported by the development of 'better practice' guides to assist with implementation.	Environment Protection Authority Green Industries SA		2025–2030
1.13*	Consider legislative measures to improve transparency on waste levy charge by waste depots and C&I waste collection contractors to enable businesses to make informed decisions.	Environment Protection Authority	Waste and resource recovery industry	2025–2030
1.14	Require compliance with the <i>Waste and Recycling at Events and Venues Guidelines</i> for state government-managed or sponsored major events.	South Australian Tourism Commission	Green Industries SA Department of the Premier and Cabinet	Ongoing

ACTIONS TO AVOID WASTE				
	Action	Leads	Partners	Timing
1.15	All state government offices and administration buildings to implement the <i>Government office waste: Strategy and better-practice guide</i> .	State government departments and agencies	Green Industries SA	By 1 July 2027
1.16	<p>Advocate for the adoption of standardised waste reporting by waste collection contractors to customers that at a minimum includes:</p> <ul style="list-style-type: none"> the classification of the material stream the weight of the waste or recyclables collected (if known) where each material stream will be taken (disposal facility) and the method of disposal/processing. (such as recycling, landfill, energy recovery) <p>This will simplify data collection and enable customers to make informed decisions.</p>	Green Industries SA		2025–2030
1.17	Support the adoption of bin weighing systems for C&I collected waste and recyclables, to enable waste collection contractors to provide this data to customers.	Green Industries SA	Waste and resource recovery industry	Ongoing

Focus area 2: Reduce food waste

The United Nations Environment Programme's (UNEP) Food Waste Index ranks Australia as the 10th most wasteful country in the world (United Nations Environment Programme, 2021). Nationwide, we waste 7.6 million tonnes of food every year at a cost of \$36.6 billion per year to the economy (Food Innovation Australia Limited, 2021).

Food waste is generated at all stages of the food supply chain, including production, processing, distribution, and consumption. 2.06 million tonnes of food is wasted through the manufacturing, distribution, wholesale and retail stages and a further 1.47 million tonnes of food waste is generated by the hospitality sector and institutions (Food Innovation Australia Limited, 2021).

Around 30% of food waste is generated in the home. This equates to 2.5 million tonnes per annum, costing the average household around \$2,700 per year. It is estimated that 77% of food waste in South Australian agriculture is produce that is not harvested or is ploughed in (Arcadis, 2019). The remaining 23% is recovered via food rescue and diversion to animal feed (Food Innovation Australia Limited, 2021).

Approximately 70% of wasted food is edible (Food Innovation Australia Limited, 2021). While edible food is being discarded to landfill, 32% of Australian households experienced moderate to severe food insecurity in 2024 (FoodBank, 2024).

When disposed in landfills, food waste produces methane, a potent GHG (28 times more potent than carbon dioxide). Every kilogram of food wasted generates the equivalent of 2.1 kg in CO₂ (Department of Climate Change, Energy, the Environment and Water, 2023b). Food waste sent to landfill is responsible for 3% of Australia's emissions annually, excluding the embodied energy and resources from the production of the wasted food (Department of Climate Change, Energy, the Environment and Water, 2024e).

Our commitments to reduce food waste



UN SDG target 12.3

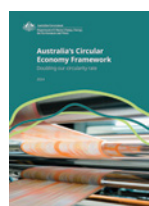
By 2030, halve per capita global food waste at the retail and consumer levels and reduce losses along production and supply chains, including post-harvest losses.



National Waste Policy Action Plan

Halve the amount of organic waste sent to landfill for disposal by 2030.

These commitments are supported by:



Australia's Circular Economy Framework

Reducing food waste and valorising agricultural waste are priority areas.



Australian Food Pact

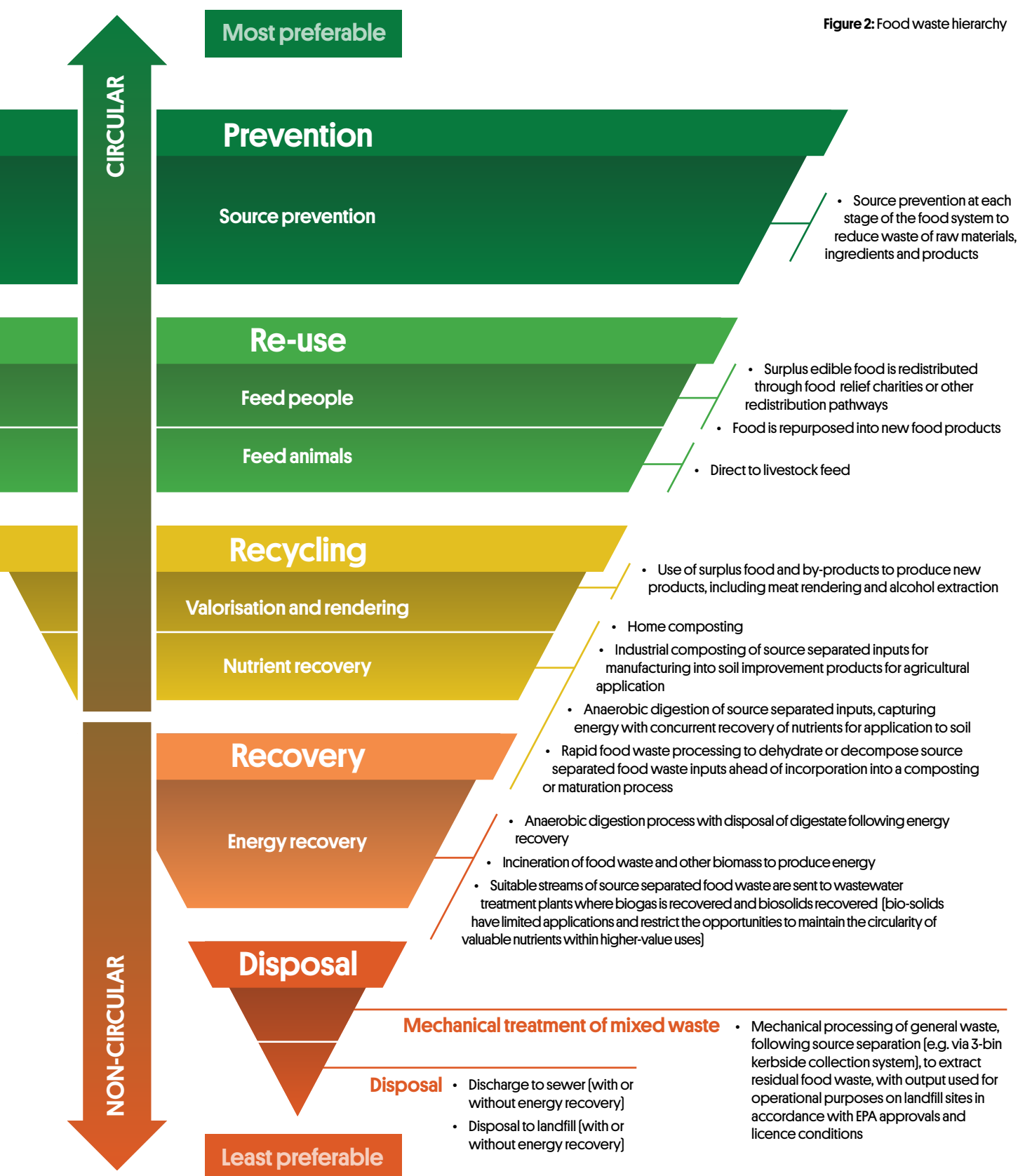
A voluntary initiative that focuses on preventing waste, promoting food reuse and donation and achieving supply chain transformation and innovation.



In 2021, South Australia released its first food waste strategy for 2020–2025, *Valuing Our Food Waste – South Australia's strategy to reduce and divert household and business food waste*. The strategy outlines actions across 3 areas to reduce food waste from households and businesses while supporting the transition to a materially circular economy through infrastructure and market development for the organics sector. Many of the targets and actions outlined in the strategy have been progressed through GISA activities and projects.

Reducing food waste continues to be a priority area for action, and actions under the food waste strategy are now being incorporated into this strategy.

Figure 2: Food waste hierarchy

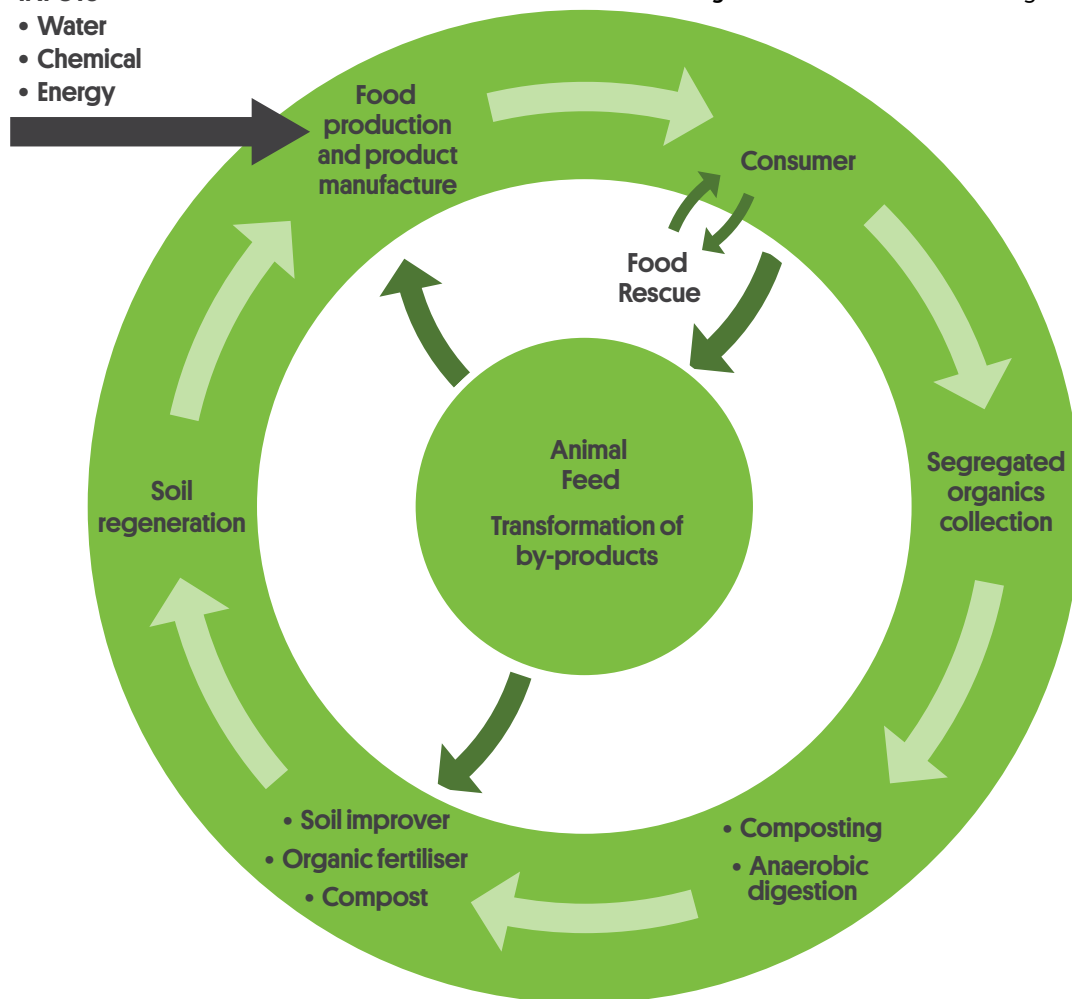


A food waste hierarchy [Figure 2] has been developed to inform the priority of actions and outcomes for food waste using the same principles as the waste management hierarchy. The food waste hierarchy supports the highest utilisation of food and continued flow of materials and nutrients within a biological circular economy, as seen in Figure 3.

INPUTS

- Water
- Chemical
- Energy

Figure 3: Flow of materials within biological circular economy



Priorities

Preventing wastage of edible food

By supporting households to use up ingredients they already have and to store food for maximum shelf life, food waste can be minimised.

Businesses can adopt practices and strategies that minimise food waste and save money.

By increasing edible food donations, supported by the necessary infrastructure and systems, more food will be available for redistribution.

Minimising pre-farm gate food waste

Opportunities to reduce food waste that occurs pre-farm gate include minimising overproduction, collaboration through the supply chain and between retailers and primary producers, and valorising food waste into new products.

Diverting unavoidable food waste from landfill

This can be achieved through implementing high-performing source separation systems to recover food waste and minimise contamination, enabling the production of high-quality organic outputs that can be applied to soil to regenerate nature.

While all metropolitan Adelaide councils offer kerbside food organics and garden organics (FOGO) services, and many regional councils are implementing FOGO services where practical in townships, there is still a significant opportunity to increase the quantity and quality of food waste being diverted at the household level. Within the C&I sector, food organics make up 18.8% of mixed C&I waste, providing another opportunity to increase recovery of food waste [Rawtec, 2022].

Turning food waste into recycled organic compost for application to soil can help rebuild soil fertility and replenish soil carbon and nutrient stocks (including nitrogen and phosphorous). Compost has a high carbon content and contains beneficial microbes. Using recycled organic compost for agricultural purposes keeps the nutrients in the economic system and improves soil structure and water holding capacity, reduces the reliance on synthetic fertilisers, and helps soils sequester greater levels of carbon [Government of South Australia, 2022].

In SA, 83% of discarded organics are diverted from landfill, contributing \$189 million to Gross State Product (GSP). The flow-on effects of improved productivity from application of AS certified recycled organics compost and mulches contributes an additional \$190 million GSP to SA's economy [Green Industries SA, 2021].

Objectives

- Reduce food wasted across the supply chain, and the associated GHG emissions, and achieve the highest possible outcomes through the practical application of the food waste hierarchy [see Figure 2]
- Provide for high-performing food waste collection systems that support the separation of food waste as close as possible to the point of generation
- Improve the quality of recycled organics through investment in education to reduce contamination at source and infrastructure to process output materials
- Reduce nutrient loss in food systems by ensuring the valuable nutrients recovered through the collection of segregated food waste are recycled to agricultural production
- Improve and regenerate agricultural soil function through rebuilding soil fertility and replenishing soil carbon and nutrient stocks

ACTIONS TO REDUCE FOOD WASTE				
Action		Leads	Partners	Timing
Avoid food waste				
2.1*	Consider legislative reform for unsold edible food to be donated to food rescue charities for redistribution, accompanied by the necessary supporting systems, agreements, infrastructure, and capacity.	Environment Protection Authority Green Industries SA	Food rescue charities Supermarkets	2025–2030
2.2	Expand messaging on food waste avoidance actions in households, including through enabling technology and tools to help households use up foods they already have.	Green Industries SA		Ongoing
2.3	Develop resources to support and encourage businesses to take action to avoid and reduce food waste along the supply chain.	Green Industries SA	Food South Australia Australian Hotels Association SA South Australian Independent Retailers Restaurant & Catering Association SA	Ongoing
2.4	Explore strategies to support primary producers to achieve the highest value use of food and to minimise food waste pre-farm gate.	Department of Primary Industries and Regions Green Industries SA End Food Waste Australia	South Australian Research and Development Institute Primary Producers SA Food South Australia Supermarkets and produce markets	2025–2030

ACTIONS TO REDUCE FOOD WASTE				
Action		Leads	Partners	Timing
Increase recovery of food waste				
2.5*	To increase the recovery of high-quality organics and food waste from the C&I sector, consider legislative reform to support: <ul style="list-style-type: none">• mandatory source separation and collection of unpackaged organics from large food waste generating businesses• prohibiting disposal to landfill of C&I source segregated and collected organics.	Environment Protection Authority	Green Industries SA Local government Food South Australia Business associations	2025–2030
2.6	Support the rollout of area-wide, high-performing food waste collection systems, including within suitable multi-unit and higher density developments.	Green Industries SA	Local government Regional waste subsidiaries Waste and resource recovery industry Body corporate managers	Ongoing
2.7	Provide resources to support precincts to procure segregated organics collections from businesses within significant food retail areas.	Green Industries SA		Ongoing
Support quality outputs and end markets				
2.8	Encourage and support the establishment and enhancement of resource recovery infrastructure, processes and technologies that divert food waste into productive use.	Green Industries SA	Waste and resource recovery industry Organics recyclers Local government	Ongoing
2.9	Process segregated food waste from MSW and C&I waste streams to achieve high circularity outcomes.	Organics recyclers		Ongoing
2.10*	Regulate to enhance the quality of recovered organics, including by promoting source segregation of organics and reduced contamination of organic feedstock.	Environment Protection Authority	Organics recyclers Waste and resource recovery industry	2026–2030
2.11	Progress the development of a consistent input material list for commercial organics collections, ensuring segregation of organics from non-compostable packaging and other potential contaminants occurs at the source.	Green Industries SA	Organics recyclers	2026–2028
2.12	Support investment in activities that establish, build, and maintain markets for high circularity organic products, and meet quality demands of end market users.	Green Industries SA	Department of State Development	Ongoing

Focus area 3: Reduce material loss and preserve value

A circular economy seeks to create a closed-loop system where resources are kept in use for as long as possible, with their value preserved and waste minimised. To enable end-of-life products and materials to be safely recovered for subsequent use at their highest value, high-performing collection and resource recovery systems and practices need to be in place. Preventing or limiting contamination of recovered materials is also essential to securing quality feedstock for high-value recycling.

Source separation [the separation of waste as close as possible to the point of generation], results in higher quality recovered resources than a bin system that relies on downstream processing technology to subsequently separate out the various materials. This applies to all waste streams – MSW, C&I and C&D.

Municipal solid waste

SA's kerbside performance demonstrates that a step-change is needed.

For household waste, having consistent, high-performing 3-bin systems [including kitchen caddy and compostable bags for food waste] across metropolitan Adelaide and large regional centres provides familiarity and convenience for households, which helps improve how they separate their waste and recyclables and place them into the correct bins for kerbside collection. This, coupled with community education and feedback, helps reduce the levels of contamination of kerbside collected household FOGO and co-mingled recycling bins.

Waste segregation and collections from multi-unit dwellings can be problematic where the necessary waste management infrastructure and/or access for standard waste collection vehicles is inadequate. These considerations need to be made at the design stage and through planning and development approval processes. Actions to consider legislative and policy changes to planning instruments are included in this strategy.

Across SA, 67.5% of dwellings have general waste bins with red lids while 32.5% of them have blue lids. Having a kerbside bin system with non-standardised bin lid colours can create confusion within the community and makes statewide communications and education on the correct bin to use more difficult.

Regional SA

Regional councils face challenges and opportunities that are unique to their local areas as well as challenges that are common across councils, such as geographic size, distance to processing facilities, disposal and markets, and the related high transport, processing and disposal costs. Incidences of illegal dumping and dealing with problematic wastes arising from agricultural sources such as copper chromated arsenate (CCA) treated timber posts and plastic wrap, are also challenges. Problematic wastes are addressed under focus area 4.

While there are common challenges facing South Australian regional local governments in relation to waste management and resource recovery, the differences in circumstances between regions means that a one-size-fits-all approach isn't appropriate. Opportunities exist for regional councils to develop place-based solutions that deliver increased source separation and efficiency for managing materials, through investing in regional resource recovery infrastructure including organics processing capability [such as mulching, composting, and small-scale bioenergy solutions] and upgrading transfer stations and resource recovery facilities where commercially feasible. The development of regional end markets for the recovered materials can support the sustainability of these solutions.

Remote Aboriginal communities and Outback SA

Waste and resource recovery services in remote communities and Outback SA face a range of unique challenges due to their remoteness and lack of local waste and resource recovery infrastructure and capacity. This creates significant transport costs for materials that may have low commercial value as well as challenging end markets such as tyre waste. Waste from tourists travelling through Outback SA also poses a challenge.

Localised strategies can identify suitable opportunities for place-based solutions that address these challenges, and the support required to implement them.

Commercial and industrial waste

A significant opportunity exists to improve resource recovery in the C&I sector, particularly in metropolitan Adelaide. A 2022 audit of mixed C&I waste found the following 6 material streams make up the biggest components of this waste:

1. 18.9% paper and cardboard
2. 18.8% food waste [loose and packaged]
3. 13.6% plastic films
4. 13.1% wood [treated and untreated]
5. 8.5% non-recyclable plastic/expanded polystyrene
6. 7.2% textile materials.

[Rawtec, 2022]

Improvements can be achieved through businesses source separating their recyclable C&I waste [note that actions relating to food waste are located under focus area 2]. As with kerbside bins, standardising C&I bin colours and markings would also help avoid confusion and ensure people are disposing of waste and recyclables in the correct bins.

Construction and demolition waste

While the rate of diversion from landfill for C&D waste is high, increased source separation of C&D waste and unused materials on construction sites can improve the quality of the recovered materials, supporting highest value reuse of the material and high-quality recycling. Deconstruction of buildings that have reached their end-of-life, rather than demolition, also enables increased source separation, and supports these same high value reuse and recycling outcomes. Focus area 6 – *Build a circular built environment* provides further detail on increasing resource recovery in the C&D sector, including through design practices.

Landfill bans

Banning additional materials that have a pathway for resource recovery and recycling from being disposed to landfill will help keep valuable materials circulating through the economy.

Resource recovery infrastructure

Waste and resource recovery infrastructure needs to meet existing requirements as well as plan for and accommodate future requirements. This includes consideration of capacity and capability for existing, as well as new and emerging, wastes.

Objectives

Support a circular economy through the application of best practice waste management and resource recovery that:

- maximises the safe recovery of recyclable materials
- provides for separation of materials as close as possible to the point of generation
- minimises contamination of recyclable materials
- maximise recycling efficiency at all stages [collection, preprocessing – including separation and sorting – and end processing] to reduce material losses
- enables the safe and beneficial use of recycled materials, achieves the highest value reuse, and does not pose a risk of environmental harm.

ACTIONS TO REDUCE MATERIAL LOSS AND PRESERVE VALUE				
Action		Leads	Partners	Timing
Legislative and policy enablers				
3.1*	Progress legislative reform to require circular economy principles to be considered in EPA decision-making to preserve the value of materials and their continued circulation in the economy.	Environment Protection Authority	Green Industries SA	2025–2030
3.2*	To increase the recovery of organics, food waste, and recyclables in household kerbside bins, consider legislative reform to support staged implementation of 3-bin kerbside collection systems for households, aligned with the SA <i>Better Practice Guide: Sustainable Kerbside Services</i> , initially for metropolitan Adelaide then consider extending to large regional centres and townships where current or planned local processing capacity exists.	Environment Protection Authority	Green Industries SA	2025–2030
3.3	Investigate legislative and policy reform to support the implementation of best practice waste management (including high-performing organics segregated collection systems) in residential and mixed-use developments, as part of the planning and design process, to ensure new developments (including infill, medium and high-density) allocate sufficient area to store and access 3-bin segregated waste and recycling services and to present bins for collection.	Green Industries SA Department for Housing and Urban Development		2025–2027
3.4*	Consider legislative reform to provide for mandatory source separation and collection of co-mingled recyclables and organic waste for the C&I sector in metropolitan Adelaide, commencing with large waste-generating businesses.	Environment Protection Authority		2025–2030
3.5*	Consider legislative measures to prevent inappropriate recombining of separately collected and aggregated waste and resource recovered materials.	Environment Protection Authority		2025–2030
3.6	Maximise the effectiveness and performance of South Australia's container deposit scheme (CDS), including: <ul style="list-style-type: none"> modernising the governance and systems of the CDS to unlock unrealised value in SA's circular economy and remove barriers to expanding community participation positioning South Australia for the 3 proposed elements of national integration and harmonisation: <ul style="list-style-type: none"> » a single container approvals portal » increased scope of containers accepted in the scheme » increased deposit/refund amount. 	Environment Protection Authority		2025–2030

ACTIONS TO REDUCE MATERIAL LOSS AND PRESERVE VALUE				
Action	Leads	Partners	Timing	
Municipal solid waste/Kerbside waste				
3.7	Work with councils to: <ul style="list-style-type: none"> implement the <i>SA Better Practice Guide: Sustainable Kerbside Services</i> apply best practice segregated 3-bin waste management systems for medium and high-density dwellings and be the preferred service provider for all residential dwellings, if the building can meet the service parameters as defined by each council. 	Green Industries SA	Local government	Ongoing
3.8	Contribute to national harmonisation of kerbside collections through implementation of the <i>National Kerbside Collections Roadmap</i> .	Green Industries SA Environment Protection Authority Local government		2025–2030
3.9	Support the roll-out of recycling and organic waste bins in suitable public places alongside general waste bins.	Green Industries SA	Local government	2026–2030
3.10	Adopt Australian Standard AS 4123.5-2008 <i>Mobile waste containers</i> for all new and replacement kerbside mobile waste containers.	Local government	Green Industries SA Local Government Association of SA	Commencing 2026
3.11	As local or regional waste and resource recovery plans or strategies are developed or updated, they: <ul style="list-style-type: none"> align with the goals of the circular economy by incorporating circular economy principles and objectives as a minimum, set targets for increasing diversion from landfill/recovery of resources. 	Local government and regional waste subsidiaries	Local Government Association of SA	Commencing 2026
Regional areas				
3.12	Work with regional councils to: <ul style="list-style-type: none"> develop a regional-specific <i>SA Better Practice Guide: Sustainable Kerbside Services</i> incorporating regional case studies and roll-out examples implement the regional <i>SA Better Practice Guide: Sustainable Kerbside Services</i> in large regional centres and townships where 3-bin kerbside systems are provided and current or planned local processing capacity exists, and other suitable areas with consideration of local circumstances. 	Green Industries SA	Regional Local Government Associations Regional local government and waste subsidiaries	2027–2030
3.13	Investigate the development of regional resource recovery and processing infrastructure, including incentivising the local processing and reuse of wastes, especially of organics.	Regional local government and waste subsidiaries	Green Industries SA Regional Local Government Associations	Ongoing
3.14	Support the development of place-based solutions that achieve circular outcomes in regional areas. This could include capacity building, skills development, opportunities for reverse logistics, circular economy precincts, or end-market development.	Green Industries SA	Regional local governments Regional Local Government Associations SA Regional Development Australia Committees	Ongoing

ACTIONS TO REDUCE MATERIAL LOSS AND PRESERVE VALUE				
Action	Leads	Partners	Timing	
Remote Aboriginal communities				
3.15	In collaboration and partnership with First Nations peoples, support the development of a waste strategy for remote Aboriginal communities that identifies local solutions for sustainable waste management and resource recovery practices, builds local capacity and includes awareness raising activities.	Green Industries SA Anangu Pitjantjatjara Yankunytjatjara Maralinga Tjarutja Aboriginal Lands Trust Regional Anangu Services Aboriginal Corporation	Commencing 2026	
Outback SA				
3.16	Improve waste management in Outback SA through: <ul style="list-style-type: none"> improving management of unlicensed landfills implementing more user pays household waste collection services trialling innovative technologies for waste management in communities where household waste collection services will not be viable. 	Outback Communities Authority	Green Industries SA	Commencing 2025
3.17	Improve management of tourist waste in Outback SA.	Outback Communities Authority	South Australian Tourism Commission National Parks and Wildlife Service – Department for Environment and Water	Commencing 2025
3.18	Advocate for, and contribute to, the development of a nationally regulated product stewardship scheme for end-of life-tyres, to improve their collection and disposal in Outback SA, preventing stockpiling and reducing the associated health, environmental and emergency risks.	Outback Communities Authority Green Industries SA	Environment Protection Authority	2025–2027
3.19	Until a nationally regulated product stewardship scheme for end-of life-tyres is in place, progress interim measures to improve the management of end-of-life tyres in remote areas.	Outback Communities Authority Green Industries SA		2025–2027
3.20	Build capacity and increase access to resource recovery and waste management infrastructure for outback communities, including: <ul style="list-style-type: none"> establishing resource recovery centres in strategic locations improving waste and recycling collection and transport services. 	Outback Communities Authority	Green Industries SA Waste and resource recovery industry	Commencing 2025
Commercial and industrial waste				
3.21	Adopt Australian Standard AS 4123.5-2008 <i>Mobile waste containers</i> for all new C&I mobile waste containers with capacities up to 1,700L.	Waste and resource recovery industry	Retail sector	Commencing 2026
Construction and demolition waste				
3.22	Promote segregation of materials on building sites to increase waste diversion of uncontaminated materials.	Housing Industry Association Master Builders Association of SA	Green Industries SA Construction industry	Commencing 2025

ACTIONS TO REDUCE MATERIAL LOSS AND PRESERVE VALUE				
Action		Leads	Partners	Timing
Reduce material loss through landfill bans				
3.23*	Consider and implement additional landfill bans for products or valuable materials that have a pathway for resource recovery and recycling.	Environment Protection Authority	Green Industries SA	2025–2030
Build resource recovery capacity and infrastructure				
3.24	Invest in high-performing resource recovery systems and infrastructure that support circular material flows and high value beneficial outcomes.	Waste and resource recovery industry	Green Industries SA Department of State Development	Ongoing
3.25	Advocate for the establishment and maintenance of accessible and convenient community drop-off for products and materials where product stewardship schemes are in place and promote their use.	Green Industries SA	Local government Product stewardship scheme administrators	Ongoing
3.26	Support the development of solutions for high-quality sorting and removal of contaminants from waste.	Green Industries SA	Waste and resource recovery industry	Ongoing
3.27	Develop an updated statewide waste and resource recovery infrastructure plan that supports the transition to a circular economy through waste projection modelling and an analysis of infrastructure needs, capacity and capability for existing and emerging waste streams.	Green Industries SA	Local Government Association of SA Waste and resources recovery industry	2025–2026
3.28	Future-proof the operations of new and existing waste and resource recovery facilities by managing the interface and the encroachment of incompatible land uses.	Department for Housing and Urban Development		Ongoing
Safely use recovered materials at their highest value				
3.29*	Consider legislative reform that: <ul style="list-style-type: none">enables EPA regulatory decision-making to require that recovered resources be used at their highest value, to achieve high circularity outcomesprovides for the safe circulation of materials, where low risk recovered materials can continue circulating, high risk wastes are regulated, and high concern chemicals are eliminated from material cycles.	Environment Protection Authority		2025–2030
3.30*	Regulate to ensure that any energy recovery activities aren't removing valuable materials from the economy (that is, there are no other higher value use options available for those materials).	Environment Protection Authority		Ongoing

Focus area 4: Address emerging and problematic wastes

Technological innovation in the modern world has resulted in new waste streams, many of which we do not yet have solutions for. Some of these products can be replaced with more sustainable alternatives, but others are essential for meeting our net zero targets and mitigating the impacts of climate change. For these products, good design can improve end-of-life outcomes, however collection and recycling solutions are also needed. This can be achieved through regulation, other policy measures, or product stewardship.

Product stewardship acknowledges that everyone who imports, designs, produces, sells, uses and disposes of products has a shared responsibility to reduce the environmental and human health and safety impacts of those products. In addition to ensuring there is a recycling pathway for the product at the end of its usable life, a product stewardship approach can also encourage design changes to extend product lifespan, enable reuse, or improve recyclability and resource recovery. Product stewardship schemes can be either voluntary or mandatory, with the most appropriate approach dependent on the complexity of the market and industry willingness to take responsibility.

Some actions in this focus area relate to safeguarding human health and safety and preventing environmental harm. Until problematic products and materials are banned or redesigned, they will need to be managed in a way that reduces harm.

Objectives

- Design and manufacture products for longevity and circularity, including designing out problematic waste and hazardous materials
- Continue to phase out problematic and unnecessary plastic products
- Increase the safe recovery of resources for problematic wastes
- Provide safe collection and disposal pathways for hazardous waste
- Develop and implement national or nationally aligned product stewardship schemes for problematic wastes
- Raise community and consumer awareness of problematic wastes and options for their safe collection and management

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
	Action	Leads	Partners	Timing
4.1*	Advocate for and support national solutions to problematic wastes, or consider state-based solutions if required, including product stewardship approaches that restrict hazardous materials, address end-of-life and eliminate problematic waste.	Green Industries SA Environment Protection Authority	Waste and resource recovery industry	Ongoing

Problematic and unnecessary plastics and plastic packaging

With global plastic production doubling in the 20 years preceding 2019, there is an urgent need to both reduce the amount of plastic being generated, and to increase the resource recovery of the remaining necessary plastics [CSIRO, 2024]. While plastic packaging can play a role in protecting food and reducing food waste when used effectively, half of all plastic produced is designed to be used only once and then thrown away and of these, only an estimated 13% are recovered [Green Industries SA, 2024].

Some plastics are more challenging to recycle than others, which can be due to the polymer type, being combined with other materials including chemicals of concern, a lack of sustainable end markets, high contamination rates, or a combination of these factors. Plastics which have been more challenging to recover or recycle include packaging, soft plastics, and those used in primary industries. For these plastics products, intervention is needed to improve their design as well as collection and recycling.

South Australia has banned the sale and provision of a range of single-use plastic items under the *Single-use and Other Plastic Products (Waste Avoidance) Act 2020*, with further bans to come into effect on 1 September 2025. In December 2024, environment ministers, except Queensland, agreed to the release of a summary of the *National Roadmap: Harmonising action on problematic and unnecessary plastics* outlining how jurisdictions will work together to reduce variations on 24 items, without reversing existing measures [Department of Climate Change, Energy, the Environment and Water, 2025].

The Australian Government is progressing a new regulatory product stewardship scheme for packaging, which will include design guidance to increase packaging recyclability, and consider labelling, recycled content thresholds and bans or phase outs of chemicals of concern.

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
Action		Leads	Partners	Timing
Problematic and unnecessary plastics and plastic packaging				
4.2	Support the national packaging reform process for packaging to be regulated under Commonwealth legislation.	Green Industries SA Environment Protection Authority	Australian Government	2025–2028
4.3	Continue to phase out single-use and other problematic and unnecessary plastic products in South Australia and consider other measures to address plastic use.	Green Industries SA Environment Protection Authority		Ongoing
4.4	Support national progress to develop a pathway and criteria to soft plastics collection and recycling at scale in Australia.	Green Industries SA		Ongoing
4.5	Continue to support primary industry sectors to identify and implement actions to better manage plastic waste.	Department of Primary Industries and Regions		Ongoing

Renewable energy technologies

South Australia is at the forefront of the global energy transition, lifting net electricity generation from renewable energy from 1% to 74% between 2005 and 2021 [Department for Energy and Mining, n.d.]. With SA's commitment to achieve net zero emissions by 2050 and the aspiration to achieve 100% net renewables by 2027, the use of renewable energy technologies is an essential part of our efforts to reduce GHG emissions and limit the impacts of climate change.

The renewable energy technologies in use include home and grid scale solar photovoltaic (PV) systems, battery energy storage systems, and wind turbines. The infrastructure associated with these technologies will reach end-of-life over the coming years and decades, and solutions to ensure the valuable materials from these technologies can be recovered and recycled will be needed.

Wind turbines

Wind power is a significant part of SA's transition to net zero, with wind generating more than 44% of SA's energy in 2021–2022 [Department for Energy and Mining, n.d.]. SA's wind farms will start being decommissioned from 2028 and are expected to increase significantly from 2049 [AECOM, 2023]. South Australia will be faced with the challenge of how to manage this waste.

Wind turbines are constructed primarily of metals, with reinforced concrete footings. These metal and concrete components represent up to 98% of the weight of a wind turbine, and are recyclable through existing pathways, however challenges exist in the extraction from site and transport. Wind turbine technology has evolved over time, with older models using a 'gearbox' made of easily recyclable steel, and new models using 'direct drive' technology incorporating permanent magnets. These new models are currently not recyclable, but given the high value of the rare-earth metals used in permanent magnets, the emergence of a market to recover and provide a secondary use for these materials is highly likely.

The most challenging part of a wind turbine to recycle is the blade, which varies between manufacturers, but is generally composites made up of a lightweight core (made of wood, polyvinyl chloride (PVC) or polyethylene terephthalate (PET) foam) coated in a polymer matrix (such as epoxy) with fibre reinforcement (glass or carbon fibres). Currently, there are no facilities in South Australia to address end-of-life wind turbine blades.

Solar PV Systems

South Australia leads the nation on solar PV deployment, with 40% of free-standing homes being powered by solar [Department for Energy and Mining, n.d.], complemented by utility scale solar installations. By 2032, it is expected that 30,000 tonnes of solar PV will reach end-of-life per year, increasing to 50,000 tonnes per year in 2050, and 100,000 tonnes per year in 2064 [AECOM, 2023].

The solar PV recycling industry is in its early stages, with the most developed technologies found in Europe. Valuable materials that can be recovered from solar PV systems include silicon, glass, silver, copper and aluminium [Webster, 2023]. There are 2 common processing approaches for recycling solar PV panels – mechanical processing and pyrolysis – each with their own advantages and disadvantages. Further research is underway to improve recovery rates and commercial viability of both approaches, and to identify design options which can improve recycling outcomes.

The Australian Government has committed to developing a product stewardship scheme for solar PV systems smaller than 100GW. This threshold includes residential and small commercial systems, but not utility scale installations. Large solar installations will therefore need to plan for end-of-life at the outset of the projects, through both budget planning and making design stage decisions which enable easier recycling.

Battery energy storage systems

South Australia has one of the highest uptakes of residential batteries in Australia and has 5 large-scale batteries in operation and one under construction [Department for Energy and Mining, n.d.]. Battery energy storage systems are generally lithium ion (Li-ion), and face many of the same challenges and opportunities as smaller Li-ion batteries. As with both smaller batteries and other renewable energy technologies, decisions made at the planning and design stage can enable reuse and recycle opportunities at end-of-life.

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
Action		Leads	Partners	Timing
Renewable energy technologies				
4.6	Consider legislative reform and/or other policy mechanisms to require all new grid-scale solar and wind turbine installations to consider circular economy outcomes in project planning and develop a waste management plan, including a decommissioning plan for end-of-life, for planning and development approval.	Department for Energy and Mining	Department of State Development Infrastructure SA Department for Environment and Water Environment Protection Authority	Commencing 2026
4.7	Support the establishment of a national product stewardship regulatory scheme covering solar photovoltaic systems including battery energy storage systems.	Green Industries SA Environment Protection Authority		Ongoing



Batteries

The rapid growth of consumer electronics and electric vehicles has resulted in an increase in battery waste. Of the different battery chemistry types, Li-ion batteries are becoming increasingly common, with almost 10,000 tonnes of Li-ion battery waste expected to be generated in South Australia per year by 2035 [Cavanough & Tai, 2021]. Batteries include many valuable metals such as lithium and cobalt which can be recovered through recycling processes, and feed into production of new batteries [Chen & Ho, 2018].

While Li-ion batteries pose a high risk if poorly managed, they also present a significant opportunity if the valuable materials contained within the batteries can be recovered. The CSIRO estimates the lost value to Australia of not recovering the valuable metals and materials used in Li-ion batteries onshore to be between \$4,400 and \$17,200 per tonne, or up to \$3.1 billion total [Zhao, Ruether, Bhatt, & Staines, 2021].

Li-ion batteries present a significant risk to waste management infrastructure with an estimated 10,000 fires per year in the waste management system nationally caused by Li-ion batteries [Australian Council of Recycling, 2024]. There is a need to keep batteries out of the resource recovery and waste management system and direct them to appropriate alternative safe collection and recycling options. Safe disposal options are also required for batteries which are damaged or cannot be recycled.

While the industry-led voluntary product stewardship scheme B-Cycle accepts some battery types, it achieved a collection rate of only 15.3% in 2023–24 [Battery Stewardship Council, 2024]. At the December 2024 Environment Ministers Meeting, Ministers recognised the need to act quickly to reduce the risks of battery fires, and progress aligned state-led reforms for mandatory battery product stewardship [Department of Climate Change, Energy, the Environment and Water, 2024c]. Changes to battery design in both chemistry and construction can increase battery safety, enable reuse and refurbishment, and make disassembly for resource recovery at end-of-life easier [Wu, Kaden, & Dröder, 2023].

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
Action		Leads	Partners	Timing
Batteries				
4.8*	Consider nationally aligned legislative reform to establish state-based mandatory product stewardship obligations for battery suppliers, prioritising battery types with the highest risk profile.	Green Industries SA Environment Protection Authority	Australian Government	2025–2027
4.9	Until a product stewardship scheme is in place, as an interim measure, establish a safe and effective collection system for Li-ion batteries supported by a public awareness raising campaign.	Green Industries SA	Environment Protection Authority	2025–2027
4.10	Educate and raise community awareness of responsible and safe management of end-of-life batteries.	Green Industries SA	Metropolitan Fire Service	Ongoing
4.11*	Progress legislative reform to prohibit the disposal to landfill of additional problematic batteries, including clarifying the status of lithium-ion batteries as prohibited from disposal to landfill and disposal through kerbside waste collection bins.	Environment Protection Authority		2025–2026
4.12	Identify pathways for safe destruction of damaged lithium-ion batteries where material recovery is not an option.	Green Industries SA Environment Protection Authority	Waste and resource recovery industry	2025–2027

E-Waste

E-waste is the fastest growing waste stream in the world, and Australia has one of the highest per-capita levels globally. Each year we generate around 20kg per person, which is expected to grow to almost 22kg per person by 2030 [Department of Climate Change, Energy, the Environment and Water, 2023e]. E-waste contains valuable materials such as gold, copper, nickel, silicon and lithium, which if recovered can feed back into electronics manufacturing and reduce the need to mine virgin resources. In 2022–23, South Australia recovered only 8.2kt of e-waste, which equates to just over 4kg per person [Green Industries SA, 2024].

Many electrical and electronic products also contain batteries, making e-waste a stream that faces many of the same safety issues as battery waste. Collection and recycling approaches for these waste streams may therefore be appropriate to address together.

While some e-waste is covered under product stewardship schemes, including the co-regulatory *National Television and Computer Recycling Scheme*, and the industry-led voluntary *Mobile Muster* scheme, this does not capture all products, and can be confusing for consumers. The Australian Government has committed to developing a product stewardship scheme for small electrical and electronic products.

Electronic cigarettes, also known as vapes, are a challenging e-waste stream. As well as electronic components and batteries, they also may still contain chemical residue at end-of-life, which can be problematic in the recycling process. Single-use vapes present a particular challenge, as the Australian Government banned their sale in 2024 [Therapeutic Goods Administration, 2024]. While this should limit the presence of these products in the waste stream over time, it creates additional challenges for their immediate and short-term management as regulated product stewardship schemes cannot apply to illegal products. Additionally, seized evidence needs to be destroyed under supervision and cannot be recycled.

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES			
Action	Leads	Partners	Timing
E-waste			
4.13	Support progressing inclusion of household e-waste items in a national regulated product stewardship scheme.	Green Industries SA Environment Protection Authority	Ongoing
4.14	Advocate for a national solution for the safe management of legally sold end-of-life vapes.	Green Industries SA Environment Protection Authority	Ongoing

Textiles

The global textile industry consumes 3.25 billion tonnes of materials each year, with more than 99% of this coming from virgin sources [Circle Economy Foundation, 2024]. While textiles are broader than just clothing, covering furnishings, fit-outs and technical textiles, the challenges of clothing textiles in the areas of design, consumption and end-of-life management are particularly difficult to tackle.

In 2023, Australians purchased an average 53 new items of clothing per person, putting us as the equal highest fashion consumers in the world [Seamless, 2024] [Gbor & Chollet, 2024]. This level of consumption is unsustainable and is closely linked with a decrease in clothing quality that keeps manufacturing costs low, resulting in low prices that encourage high consumption. This lower quality clothing doesn't last as long and is less repairable, limiting its reuse potential. With few genuine recycling options available, much of it ends up in landfill. In 2022–23, the South Australian resource recovery rate for all textiles was only 16% [Green Industries SA, 2024].

While donating clothing to charity for reuse is a popular option, many clothes are too low quality to be worn again, placing a burden on charity shops to manage this waste stream. Changes are needed throughout the clothing life cycle, by designing and manufacturing clothing to be durable and recyclable, reusing and repairing it for as long as possible, and recycling it into new fibre at end-of-life.

Material choice impacts the sustainability and durability of the item and its recyclability at end-of-life, while construction techniques also have an impact on durability and repairability. These design choices enable, and are supported by, circular business models, for example rental, reuse, resale, subscriptions and on-demand manufacturing. Business models which focus on lower production quantities also support textile circularity, by slowing the flow of new clothing into the market.

Mechanical and chemical processing options for textile recycling exist, but use of recycled textiles fibres in new textiles [known as fibre-to-fibre] is not yet commercially available, requiring further work to develop and scale. Selecting recycled textiles at the design stage also supports fibre-to-fibre recycling.

Consumer behaviour underpins circularity throughout the clothing life cycle. Consumers can improve circularity by choosing to buy fewer clothes, buying second-hand, laundering in a way that extends clothing lifespan, repairing their clothes, and making responsible end-of-life choices through donating or recycling clothes appropriately.

The industry-led voluntary product stewardship scheme *Seamless* was established in 2024 to address these issues. The scheme aims to have 60% of clothing and retail brands operating in Australia as members by the end of 2025, rising to 80% by the end of 2027, and 100% by 2030 [Australian Fashion Council, 2024]. Clothing textiles remained on the [Minister's Priority List 2023–24](#) for product stewardship, signalling a willingness to regulate should there be insufficient industry support and for *Seamless* [Department of Climate Change, Energy, the Environment and Water, 2023c].

Uniforms provide a convenient starting point to achieve many of the changes needed, as purchase, management and disposal decisions are far more centralised than in the wider fashion sector. Uniform procurement and recycling strategies can send a market signal to encourage investment in this area.

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
Action		Leads	Partners	Timing
Textiles				
4.15	Support circular clothing business models to extend the life of clothing, including rental, reuse and resale, subscriptions, and on-demand manufacturing.	Green Industries SA	Charitable reuse sector Australian Fashion Council SA Fashion Industry Association	Ongoing
4.16	Support textile stewardship schemes, such as Clothing Stewardship Australia's <i>Seamless</i> , through policy, programs and infrastructure investment in circular systems for textiles.	Green Industries SA	Clothing Stewardship Australia	Ongoing

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
	Action	Leads	Partners	Timing
4.17	Encourage behaviour change through citizen education on sustainable clothing consumption, buying better, caring for clothes, reuse, donation and appropriate disposal of unwearable clothing.	Green Industries SA		Ongoing
4.18	Encourage and support the procurement of government uniforms that are designed for durability, reuse, repair and recyclability, and manage government uniforms in line with the waste management hierarchy.	Department of Treasury and Finance Green Industries SA Local Government Association of South Australia	State government departments and agencies Local government	Ongoing
4.19	Encourage research and development into circular textile solutions, including textile recycling and fibre-to-fibre technologies.	Green Industries SA		Ongoing

CCA treated timber

Copper chromated arsenate (CCA) is Australia's most widely used wood preservative to protect timber from insects, pests and microbes, as well as provide resistance to the weather. CCA treated timber (commonly known as 'permapipe') is used in many industries, including viticulture, horticulture, agriculture and aquaculture, as well as landscaping and construction.

While contamination risks are low when in use, inappropriate management of CCA treated timber at end-of-life can lead to environmental and human health impacts. When burned, either deliberately or in a bushfire, CCA treated timber releases 11% to 14% of the total arsenic content into the atmosphere, with the remaining arsenic found in the residual ash. This arsenic is bioavailable and toxic to humans, making fires a significant risk due to the toxic ash left behind.

In the South Australian wine industry, a conservative estimate of 700,000 CCA treated timber posts [5.9kt] are removed annually, based on an attrition rate of 2% [Mitchell et al, 2024]. This accounts for 57% of vineyard posts removed nationwide. In addition, contraction of the wine industry is expected to result in additional vineyard pulls of an estimated 2.4 million posts [19.7kt]. CCA treated timber is also used in the construction industry for frame and truss timber.

An estimated 76% of removed vineyard posts in South Australia are stockpiled on site [Mitchell, Strandgard, & Singh, 2024]. The EPA provides [guidance](#) on the on-site management of CCA treated timber waste. CCA treated timber can only be disposed of at a limited number of engineered, lined landfill sites in SA, but gate fees and transport costs make this a cost-prohibitive option for many businesses.

Research into recycling technologies for CCA treated timber continues to be an area of interest, however there is currently no commercially available recycling for end-of-life CCA treated timber in Australia. Possible recycling technologies include metal extraction, carbon recovery, energy recovery and fibre recovery. Re-use options are generally small scale and include fence posts, landscape timber, parking lot bumpers, guardrail posts, planter boxes, shipping crates and walkway edging.

A range of alternatives to CCA treated timber exist, including alternative wood preservation treatments which are less problematic to recycle, as well as alternative materials which can serve the same functional purpose. Many of these are more expensive than CCA treated timber, but a recent study found that when whole-of-life costs were considered, steel vineyard posts can be less expensive than CCA treated timber over a 30-year period [Axio, et al., 2023].

With the announcement in March 2025 of \$800,000 in funding from the South Australian and Australian governments, work is commencing to find solutions to better manage growing stockpiles of CCA treated timber. The Treated Timber Product Stewardship Working Group, consisting of members of the wine and forest industries, environment

specialists and universities, will develop a new national stewardship framework to address the reuse, recovery, management and safe disposal of CCA treated timber.

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
Action	Leads	Partners	Timing	
CCA treated timber				
4.20*	Consider options to regulate or restrict the use of CCA treated timber for particular applications.	Environment Protection Authority	Wine Australia South Australian Wine Industry Association	2025–2030
4.21	Support the development of: <ul style="list-style-type: none"> innovative and commercially viable reuse and recycling solutions for end-of-life CCA treated timber to prevent environmental harm non-toxic alternatives to CCA treated timber products. 	Green Industries SA Department of Primary Industries and Regions Department of State Development	South Australian Wine Industry Association South Australian Forest Products Association Environment Protection Authority	2025–2027
4.22	Support the development of an industry-led product stewardship scheme for CCA treated timber that includes addressing sustainable end-of-life management of and circular opportunities for new and legacy waste.	Department of Primary Industries and Regions	Green Industries SA Environment Protection Authority Department of State Development Wine Australia South Australian Wine Industry Association	2025–2027



Chemicals of concern and hazardous waste

Chemicals of concern and hazardous waste are problematic in a circular economy, as products containing hazardous materials are not readily or safely able to be recirculated in the economy. Where possible, chemicals of concern should be designed out of products and prevented from entering the economy. Until then, there will continue to be a need for these wastes to be managed safely and effectively. This includes providing solutions that enable households to dispose of hazardous waste in a safe and convenient way and ensuring that chemicals of concern are appropriately considered in EPA decision making.

Persistent organic pollutants (POPs) are toxic chemicals which remain in the environment for a long time, are accumulated in food chains, and can cause harm to human health and the environment. These include PFAS, hexachlorobenzenes (HCBs), organochlorine pesticides (OCPs) and polychlorinated biphenyls (PCBs). Many of these chemicals have been or are being phased out of production and use through the Stockholm Convention on Persistent Organic Pollutants [Stockholm Convention, 2024]. Under the *Environment Protection (Waste to Resources) Policy 2010*, the EPA must have regard to the national environmental management plans (NEMPs) for these chemicals when determining matters in relation to environmental authorisations and development authorisations.

At the December 2024 Environment Ministers Meeting, Ministers agreed to publish an updated PFAS NEMP in early 2025. The updated plan complements the standards established under the *Industrial Chemicals Environmental Management Standard*, which will ban, severely restrict, or reduce the environmental impact of three types of PFAS along with over 500 related substances from 1 July 2025 [Department of Climate Change, Energy, the Environment and Water, 2024c].

ACTIONS TO ADDRESS EMERGING AND PROBLEMATIC WASTES				
Action		Leads	Partners	Timing
Chemicals of concern and hazardous waste				
4.23	Support and advocate for measures that require chemicals of concern and hazardous substances, including PFAS, to be designed out of products.	Green Industries SA Environment Protection Authority		Ongoing
4.24*	Consider amending the <i>Environment Protection (Waste to Resources) Policy 2010</i> to require that additional contaminants and chemicals of concern added to national or international agreements, such as the National Strategy for the Management of Scheduled Wastes, be considered as part of EPA decisions relating to environmental and development authorisations.	Environment Protection Authority		2025–2030
4.25	Support the implementation of the <i>PFAS National Environmental Management Plan</i> and support actions to update relevant standards to manage PFAS and other chemicals of concern, including emerging.	Environment Protection Authority		2025–2030
4.26	Explore and implement suitable solutions to expand options for households to conveniently dispose of hazardous waste.	Green Industries SA	Local government Product stewardship scheme administrators Waste and resource recovery industry (service providers and host sites)	Ongoing

Focus area 5: Develop and support circular markets and businesses

This focus area directly supports the overarching goal of this strategy to double SA's circularity rate by 2035. Circularity rate measures how much of the total amount of materials consumed within an economy are secondary materials, and therefore relies on these materials being used in the market in place of virgin resources.

Developing strong markets for recycled materials and circular businesses drives demand for recycling operations and supports their commercial sustainability. It also supports business investment in researching and developing new products, as well as expanding processing and production capacity.

Priorities

Procurement

Public procurement is an influential market driver, with governments around the world leveraging their significant buying power to deliver on environmental commitments, drive innovation for sustainable products, and reduce the environmental impact associated with their spending. Procurement plays a pivotal role in creating and increasing market demand for recycled content, and for circular products and services. Governments can also set an example for the private sector to follow by demonstrating leadership in sustainable procurement practices.

The South Australian Government's \$8.5 billion annual procurement spend can be leveraged in the same way. This has been recognised nationally in [Australia's Circular Economy Framework](#), [The Circular Advantage](#) [the final report of the federal Circular Economy Ministerial Advisory Group], and the [2024 National Waste Policy Action Plan](#). The 2023 [South Australian Economic Statement](#) also recognises the importance of sustainable procurement as a lever to influence change and achieve sustainable outcomes [Government of South Australia, 2023].

The South Australian Department for Infrastructure and Transport introduced a sustainable procurement policy in 2023 to ensure sustainability risks and opportunities are identified and addressed through the procurement process [Department for Infrastructure and Transport, n.d.]. While this is important progress, a whole-of-government approach is needed to send a strong market signal.

Local governments are also significant procurers of material, with an annual expenditure of nearly \$1 billion each year across South Australia on goods, buildings and works [Local Government Association SA, n.d.]. Local government has a specific financial interest in the development of end markets for recyclable materials collected through kerbside bins, as they and their communities bear the costs for managing this waste stream.

Regardless of the organisation seeking to implement sustainable procurement, support will be needed for procurement officers. This includes specific training, procurement resources such as sample evaluation questions and contract clauses, and ongoing support.

Increasing use of recycled content

Recycled materials compete against virgin materials and face a range of barriers, including cost, quality, performance and longevity. Addressing these will require a range of interventions, including information sharing, verification of claims, and measures to level the playing field between virgin and recycled content. Shifting the way recycled materials are viewed, from being a waste to being a resource, can change the perception of barriers and promote increased use of recycled materials.

Traceability is an approach which tracks a product through the supply chain, from the original input all the way through to use, and then end-of-life. For recycled content products, traceability offers a way to track and verify the source of the material, the processes used on it, the percentage of recycled content included, and any certifications held. This helps purchasers make informed decisions about what they are buying and can minimise concerns over quality or risk.

Innovation

Innovation is needed to develop new ways to recover valuable materials from end-of-life products and use these recycled materials in new products, design for circular outcomes at the onset, and develop circular business and value creation models. Innovation doesn't just happen in universities and research institutions, but can be achieved through collaboration between businesses to find new ways of doing things.

Circular businesses

The business sector is essential to the transition to a circular economy, as this is the point at which many of the critical design and production decisions are made. The benefits to businesses in becoming more circular are not just environmental, but can include new market opportunities, increased resilience and supply chain security, reduced operating costs, and employee attraction and retention. Lean manufacturing improves resource efficiency, which can increase productivity and reduce business costs. Businesses can also explore alternate value creation models that are in line with a circular economy, such as through *ISO 59010:2024: Circular economy — Guidance on the transition of business models and value networks*.

Collaboration with other businesses can also provide opportunities to increase circularity, whether this be in their purchasing practices in their supply chain, or as part of a circular precinct or ecosystem where waste from one business becomes a resource for another, creating closed loops of material and energy flow. Through collaboration, businesses can work together to reduce waste, maximise resource use and material productivity, and create value in a sustainable way.

Just like there is no one type of business, there is no single approach for businesses to become more circular. Small to medium businesses in particular need support to make these changes, through practical and tailored assistance to capitalise on circular opportunities, and investment which supports high circularity outcomes.

Objectives

- Reduce the use of virgin resources through increasing material productivity
- Maximise resource efficiency in production and consumption through using recycled materials, minimising the generation of waste and preventing the release of hazardous substances throughout the life cycle of products and materials
- Increase end markets for recovered resources
- Prioritise recycled content products and materials in procurement processes
- Boost economic growth and generate more circular economy businesses and jobs

ACTIONS TO DEVELOP AND SUPPORT CIRCULAR MARKETS AND BUSINESSES				
Action	Leads	Partners	Timing	
Expand environmentally sustainable procurement practices				
5.1	Develop and implement a South Australian whole-of-government approach to environmentally sustainable public procurement, within the SA <i>Government Procurement Framework</i> , that: <ul style="list-style-type: none"> • aims to improve environmental sustainability across the key areas of climate, the environment and circularity • sets performance indicators • establishes a monitoring and reporting framework • considers policy alignment opportunities with local government and other states, territories, and federal government. 	Department of Treasury and Finance	Green Industries SA	Ongoing from 2025
5.2	Encourage the development and implementation of environmentally sustainable procurement policies and practices (including internal measurement and reporting against performance indicators) across local government. Consider alignment and collaboration opportunities between local governments.	Local Government Association of SA Green Industries SA	Local government	Ongoing
5.3	Encourage and support South Australian businesses to adopt and implement ESG and environmentally sustainable procurement policies and practices, including through education and awareness raising.	Green Industries SA	SA Business Chamber	Ongoing
5.4	Support the implementation of environmentally sustainable procurement in state and local government through education, awareness raising, addressing barriers and sharing of knowledge.	Department of Treasury and Finance Green Industries SA Local Government Association of SA	State government departments and agencies Local government	Ongoing
Support research and innovation				
5.5	Encourage and support research and innovation that supports circular economy outcomes through technologies, circular business models and circular design and production.	Green Industries SA	Department of State Development Circular Australia Cooperative Research Centres Commonwealth Scientific and Industrial Research Organisation Universities	Ongoing
5.6	Foster innovation and encourage collaboration among businesses and organisations, for example through industrial symbiosis or circular ecosystems, that: <ul style="list-style-type: none"> • enables shared resource use • improves value chains • creates closed loops of resource use and waste management • creates new markets for recycled materials. 	Green Industries SA	Department of State Development SA Zero	Ongoing

ACTIONS TO DEVELOP AND SUPPORT CIRCULAR MARKETS AND BUSINESSES				
Action	Leads	Partners	Timing	
Grow circular businesses				
5.7	Support implementation of the National Framework for Recycled Content Traceability to boost business confidence in, and demand for, recycled content by increasing the amount of information available on these materials and to reinforce circular practices across the supply chain.	Green Industries SA	Australian Government	Ongoing
5.8*	Consider measures, including consideration of legislative or economic levers, that provide a level playing field for businesses with circular business models and support local market development for remanufactured products.	Green Industries SA	Environment Protection Authority	2025–2030
5.9	Prioritise investment in activities that achieve high circularity outcomes, support market development for circular products and services, and the establishment of circular precincts.	Green Industries SA Department of State Development	Australian Government	Ongoing
5.10	Identify and support priority industries and sectors that require assistance to improve sustainability and circular outcomes, and increase market uptake.	Green Industries SA	SA Business Chamber SA Regional Development Australia Committees	2025–2028
5.11	Encourage and support South Australian businesses to increase material productivity by adopting lean manufacturing and resource efficiency practices and embedding circular principles and practices in business operations.	Green Industries SA	SA Business Chamber Australian Industry Group	Ongoing
5.12	Encourage South Australian businesses to transition their value creation models and networks from a linear to a circular framework through adopting <i>ISO 59010:2024 Circular economy — Guidance on the transition of business models and value networks</i> .	Green Industries SA	SA Business Chamber	Ongoing

Focus area 6: Build a circular built environment

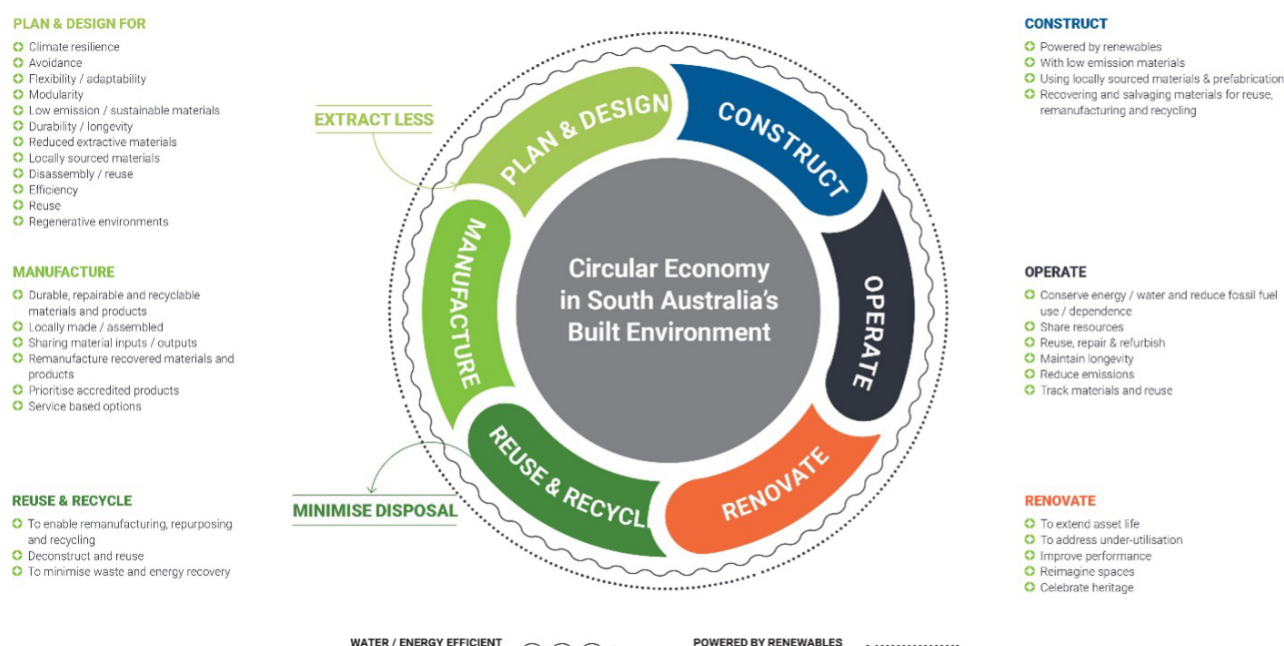
The built environment is responsible for nearly 40% of the world's raw material use and 38% of global energy-related emissions [Valentini, 2023] [NABERS, n.d.]. As operational emissions decline as a result of grid decarbonisation, embodied carbon is on track to be the largest source of emissions in the building sector. In 2023, embodied carbon from building activity contributed 10% of national carbon emissions [Infrastructure Australia, 2024].

Transformation in the built environment is critical to the transition to a circular economy, with the sector identified in *Australia's Circular Economy Framework* as one of 4 priority areas [Department of Climate Change, Energy, the Environment and Water, 2024g]. In the Greater Adelaide region alone, over the next 25 years an estimated additional 315,000 homes will be needed, meaning the design and construction choices made today will determine the environmental and social impacts of the sector for decades to come [State Planning Commission, 2024].

The *Circular economy in South Australia's built environment – Action Plan* [2023], developed by the Green Building Council Australia, identifies the actions needed to develop a circular economy in the South Australian built environment. These include planning, designing, construction, operation, renovation and end-of-life, and providing the sector with a clear plan for the transition [Green Building Council Australia, 2023].



Figure 4: Circular economy in South Australia's built environment summary



Source: dsquared, *Circular economy in South Australia's built environment – Action Plan* [Green Building Council Australia, 2023]

SA's planning system has a key role to play in driving a transition to a circular economy and net zero in the built environment, through urban planning, development approvals, zoning laws and land releases, while meeting the housing and infrastructure needs of current and future South Australians.

The government recognises the intersections between addressing climate change and reducing waste from our building and construction industry by promoting circular economy principles. The government has committed to exploring how the planning system can advance the circular economy, alongside waste treatment and management policies that consider climate change and urban infill scenarios.

A shift is required to the way buildings and infrastructure are designed, to focus on longevity, reduce the need for raw materials, ensure buildings can be adapted to meet future needs, and enable disassembly, reuse and recycling at end-of-life. Refurbishment and adaptive reuse are approaches that maintain existing buildings and infrastructure assets for longer and enable building use to change over time, reducing the environmental impacts of demolition and rebuilding. While these can be applied to the existing building stock to minimise the need for new construction, new buildings can also be designed and constructed to enable adaptive reuse in the future.

Approaches such as modularity, standardisation and off-site prefabrication reduce material use while achieving the same structural outcomes, as can designing in a way which reduces high embodied carbon materials such as concrete and steel. Reductions in embodied carbon can be achieved by using recycled content, green steel, low carbon concrete, and reusing materials and products. Guidelines, standards, specifications and tools are needed around these new materials to ensure their engineering properties are well understood, and their environmental benefits can be measured.

Design stage decisions affect end-of-life, including to enable disassembly, reuse and recycling of the materials and products. By selecting materials, components and construction approaches with these objectives in mind, we can ensure the materials used in the built environment continue to circulate through the economy.

Regenerative design, an approach that aims to have a positive environmental and social impact on the site, surrounding environment, and natural ecosystem, directly aligns with a circular economy approach by reducing the extraction of resources. It goes beyond simply mitigating climate change and reducing impacts, to having a net positive impact on the environment.

Specialised skills are needed to drive a circular built environment across a wide range of fields including engineering, design and architecture, planning, and construction. These skills will need to be integrated into existing courses across the tertiary education sector, and professional training will be required to upskill existing working and skilled professionals in these fields.

Objectives

- Circular outcomes are supported and enabled by planning and development legislation and policies
- Demand for raw materials is reduced through a reduction in material footprint of the built environment
- Less waste is generated through:
 - » improving the design of buildings and infrastructure including designing out waste, and designing for disassembly and reuse
 - » adaptive reuse of space and materials
- Built environment industry and workforce develop circular economy knowledge and skills

ACTIONS TO BUILD A CIRCULAR BUILT ENVIRONMENT			
Action	Leads	Partners	Timing
6.1 Support, promote and implement circular economy principles in urban planning, infrastructure and development projects.	Green Industries SA Department for Housing and Urban Development Renewal SA Department for Infrastructure and Transport Infrastructure SA Office for Design and Architecture SA Local government		Ongoing

ACTIONS TO BUILD A CIRCULAR BUILT ENVIRONMENT				
	Action	Leads	Partners	Timing
6.2	Develop guidelines for design of the built environment practices and the adoption of sustainable building materials.	Green Industries SA Department for Housing and Urban Development	Office for Design and Architecture SA Department for Infrastructure and Transport Adelaide Sustainable Building Network Green Building Council Australia Materials and Embodied Carbon Leaders' Alliance Australian Sustainable Built Environment Council Infrastructure Sustainability Council	2025–2030
6.3	Develop and implement shared approaches and minimum standards between government agencies for lower embodied carbon and sustainable materials in buildings and building sites that are occupied, constructed, and sold by the South Australian Government.	Green Industries SA Department for Housing and Urban Development Renewal SA Department for Infrastructure and Transport	Office for Design and Architecture SA	Ongoing
6.4	Support national efforts to develop national standards and specifications for the use of recycled content in a broad range of capital works projects.	Green Industries SA	Australian Government Department for Housing and Urban Development Renewal SA Department for Infrastructure and Transport Office for Design and Architecture SA Materials and Embodied Carbon Leaders' Alliance Australian Sustainable Built Environment Council Infrastructure Sustainability Council	Ongoing
6.5	Encourage and support: <ul style="list-style-type: none"> uptake of sustainable building material components and processes in the construction of commercial and residential projects (such as prefabricated) adaptive reuse and retrofitting of existing building stock improved processes during commercial refurbishments to support increased resource recovery and material reuse better salvaging and reuse of building materials through deconstruction and disassembly the establishment of building material banks to facilitate material reuse. 	Green Industries SA Department for Housing and Urban Development	Department for Infrastructure and Transport Renewal SA Adelaide Sustainable Building Network Green Building Council Australia Materials and Embodied Carbon Leaders' Alliance Australian Sustainable Built Environment Council Infrastructure Sustainability Council prefabAUS	Ongoing

ACTIONS TO BUILD A CIRCULAR BUILT ENVIRONMENT				
	Action	Leads	Partners	Timing
6.6	Establish a cross-government working group to identify and progress government-led actions to support implementation of recommendations in the <i>Circular economy in SA's built environment Action Plan 2023</i> .	Green Industries SA	State government departments and agencies	2026–2030
6.7	Provide an appropriate supply of land for waste and resource recovery facilities and other circular industries, including building material banks, to maximise resource use, support economic growth and service our communities.	Department for Housing and Urban Development		Ongoing
6.8	Facilitate coordinated land use and infrastructure planning and decision making by incorporating capacity mapping and forward work plans of state infrastructure agencies and utility providers in the Land Supply Dashboard.	Department for Housing and Urban Development		2025–2028
6.9	Work with key industry partners and different tiers of government to develop resources that will inform and foster regenerative approaches to land use planning.	Department for Housing and Urban Development		2025–2030
Skills and knowledge				
6.10	Embed circular economy principles into tertiary education courses, vocational education and training and industry training programs to ensure built environment disciplines are considering circularity and embodied carbon/ emissions.	Department of State Development South Australian Skills Commission Office for Design and Architecture SA University of Adelaide University of South Australia Flinders University TAFE SA	Department for Education South Australian Skills Commission's Industry Skills Councils Department for Energy and Mining Construction Industry Training Board Registered training providers Industry bodies and associations	Ongoing
Legislative and policy enablers				
6.11	Investigate and identify legislative and/or policy options to support circular outcomes in housing, planning and urban development, including consideration of South Australian planning instruments.	Green Industries SA	State Planning Commission Department for Housing and Urban Development Infrastructure SA Office for Design and Architecture SA Local Government Association of SA	2025–2026
6.12	Consider embedding circular economy principles, provisions and measures in South Australian planning instruments to support the SA government's commitment to transition to a circular economy.	State Planning Commission Department for Housing and Urban Development	Green Industries SA Office for Design and Architecture SA Infrastructure SA	2027–2030
6.13	Investigate opportunities to provide flexible planning policies to encourage and enable adaptive reuse of existing buildings, in particular heritage places, to create vibrant communities and liveable places.	Department for Housing and Urban Development		2025–2030

Focus area 7: Develop circular economy knowledge and skills

Transitioning to a circular economy requires a shift across society. It's important that we develop a shared understanding of why a circular economy is essential for a sustainable future, how we're going to get there, and continue to develop the knowledge and skills needed to participate in and build this future.

Community education and awareness raising for individuals, households and businesses builds understanding of how a circular economy works. This can include providing direct information to households on how to use kerbside bins correctly, encouraging circular consumption practices around re-use and repair, and providing the information needed to make purchasing decisions which support a circular economy. It also creates norms of circular economy thinking and builds these values in the community.

KPMG estimates that a circular economy will create an additional 17,000 FTE jobs in Australia by 2047–48, compared to a business-as-usual scenario [KPMG, 2020]. Re-skilling and up-skilling of the existing workforce is also essential, as most of Australia's workforce for the next 10 to 20 years is already employed [Department of Climate Change, Energy, the Environment and Water, 2024b].

To enable the workforce to meet this demand, training and education will be needed. A workforce skills gap analysis will also be needed to ensure the training programs and educational pathways developed match the current and future needs of SA's circular economy.

Some of the skills that will be needed include:

- digital skills – data analysis, digital modelling, and smart manufacturing
- green skills – environmental management, sustainable resource management, and renewable energy technologies
- repair skills – repair and maintenance of a range of product types
- built environment skills – urban planning, architecture and design, engineering, and construction
- industrial design skills – to (re)design and manufacture circular products
- soft skills – problem solving, critical thinking, collaboration and innovation
- business, economics and management skills – supply chain management, circular business models and sustainable finance.

Circular economy knowledge and skills need to be incorporated into appropriate education and training programs, including schools, universities, vocational education and industry training. Professional development through short, focused micro-credentials can provide individuals with specific skills and knowledge, allowing them to respond to evolving job markets in the circular economy transition. Policy makers, community leaders and businesses are key targets for this up-skilling, to help shift their thinking and practices towards circularity.

Objectives

- Increase knowledge about the circular economy and develop circular mindsets
- Develop a skilled and educated workforce for new circular economy jobs, circular businesses and a circular built environment
- Increase awareness about sustainability and the circular economy to influence and foster long-term cultural and behavioural change
- Create resilient and sustainable businesses and a more resilient and sustainable economy

ACTIONS TO DEVELOP CIRCULAR ECONOMY KNOWLEDGE AND SKILLS				
Action	Leads	Partners	Timing	
Community education and awareness				
7.1	Having regard to national harmonisation efforts, provide coordinated and centralised recycling and waste avoidance education and awareness information to reduce the amount of waste generated, increase resource recovery, maximise the economic value of resources and reduce confusion.	Green Industries SA		Ongoing
7.2	Deliver information to council-serviced premises on reducing waste and the correct use of kerbside recycling and organics bins, as well as other collection systems.	Green Industries SA	Local government	Ongoing
7.3	Develop and deliver community education and awareness programs to encourage reuse and repair to support the growth of the South Australian reuse and repair sector.	Green Industries SA		Ongoing
7.4	Advocate for national product labelling standards and systems that retain information throughout the product life cycle (such as product traceability) and disclose materials used, including but not limited to, recycled content, and information to enable repair, reuse, disassembly and recycling of products.	Green Industries SA		2025–2030
Education and skills development				
7.5	Engage policy makers, community leaders and businesses on strategies to incorporate circularity thinking into their practices and encourage a shift towards a circularity mindset.	Green Industries SA	SA Business Chamber State government departments and agencies Local government Business leader networks	Ongoing
7.6	Identify workforce skills gaps that need to be filled to support the transition to a circular economy and develop skills and training programs to address these.	Department of State Development South Australian Skills Commission	South Australian Skills Commission's Industry Skills Councils TAFE SA	2025–2030
7.7	Expand circular economy education, training and skills development, for example through circular economy vocational training centres, integrating circular economy into tertiary curricula and linking circular economy principles to secondary curricula.	Department for Education South Australian Skills Commission Department of State Development Tertiary education sector Vocational training sector TAFE SA	South Australian Skills Commission's Industry Skills Councils Commonwealth Jobs and Skill Councils	Ongoing
7.8	Offer 'common core' courses to tertiary students that incorporate circular economy knowledge and skills, providing opportunities to study interdisciplinary issues.	University of Adelaide University of South Australia Flinders University		Ongoing

Focus area 8: Measure our transition to a circular economy

Data is key to helping South Australia accelerate our transition to a circular economy.

Collecting data against key indicators (particularly the strategy's targets and goals) tells us where we are progressing well and helps us identify the areas where attention is required in terms of programs and investment, policy reform, behaviour change or education.

GISA reports against waste strategy targets and goals annually. Most recently this has been done through the annual publication of a CERRR. With new circular economy metrics being used for the first time in the SA strategy, there is an obligation to measure against these and report progress. For the 3 macro-level indicators of circularity rate, material footprint and material productivity, the ability to measure and report on these metrics will depend on the availability of the data.

For the new goals relating to material circularity and circular consumption activities, work will need to be done to determine what will be measured, select methodologies, establish baselines and commence monitoring before reporting can commence. Limitations include the availability of data, and funding for the collection of additional data. Addressing data gaps relating to material flows and end fates, through EPA mass balance data, would provide additional important information to enable a fuller understanding of material circularity.

Ensuring consistency in data collection and reporting through standardising methodologies and harmonising data classifications across all levels of government, provides our collective data with rigor and enables comparison of results across local government, as well as states and territories.

Objectives

- Collect comprehensive and timely data to support better consumer, investment and policy decisions
- Continually improve how we measure, collect and report on progress towards a circular economy

ACTIONS TO MEASURE OUR TRANSITION TO A CIRCULAR ECONOMY				
Action		Leads	Partners	Timing
Continually improve how we measure, collect and report				
8.1	Develop a comprehensive circular economy monitoring framework to measure and report on progress against the strategy's goals and targets and help inform circular economy strategies, policies and programs.	Green Industries SA		2025–2027
8.2	Support alignment with national standards for harmonised data classifications, definitions and reporting, including alignment with <i>Australia's Circular Economy Framework</i> .	Green Industries SA	Australian Government	Ongoing
8.3*	Consider reforms to improve EPA waste data relating to material flows and end fates, to increase transparency and inform evidence-based policy, regulation and targets relating to specific materials.	Environment Protection Authority		2025–2030
8.4*	Consider reform for mandatory reporting by local government to state government on household waste generation and resource recovery performance, to provide an accurate and timely circular economy metric for all levels of government.	Environment Protection Authority	Green Industries SA	2025–2030

ACTIONS TO MEASURE OUR TRANSITION TO A CIRCULAR ECONOMY				
	Action	Leads	Partners	Timing
8.5	<p>Local governments to:</p> <ul style="list-style-type: none"> provide information relating to waste management, resource recovery and circular economy goals and targets within council strategic documents to Green Industries SA publicly share progress against their goals and targets through their annual reports. 	Local government	Green Industries SA Local Government Association of SA	Ongoing
8.6*	Consider standardisation of kerbside waste collection bin audit methodologies to ensure consistency and enable comparison of results across councils.	Environment Protection Authority Green Industries SA	Local government	2025–2030



Focus area 9: Contribute to net zero emissions

South Australia has been a world leader in adopting renewable energy on our journey to a net zero future. While this clean energy transition is critical to cutting our GHG emissions, so is the transition to a circular economy as 45% of global GHG emissions can be attributed to the production of materials, products, and food, and to land management [Ellen MacArthur Foundation, 2021]. Transforming the way we design, produce and use products and food can significantly reduce emissions and contribute to SA's commitment to net zero emissions by 2050.

Food waste that is disposed to landfill is responsible for 3% of Australia's emissions annually, so actions that prevent food and other organic waste from being disposed to landfill contribute to reducing GHG emissions. Approximately 704kt of CO₂ equivalent was emitted from South Australian waste disposal sites in 2022 [Department of Climate Change, Energy, the Environment and Water, 2023b]. The use of landfill gas capture management systems to capture and burn landfill gases, also contributes to reducing emissions to the atmosphere.

Regenerative agricultural practices can increase soil carbon, which helps to sequester atmospheric carbon dioxide while replenishing nutrient stocks and creating healthy soils.

While the actions listed below contribute directly to achieving net zero, actions listed in other focus areas also contribute to reducing our GHG emissions through enabling and supporting our transition to a circular economy.

It is worth noting that with the commencement of Australian Sustainability Reporting Standards mandatory reporting in January 2025, certain businesses and financial institutions will need to prepare and report on their climate and sustainability-related risks and opportunities in the next 5 years and beyond. These new reporting requirements will focus attention on supply chains and may have an impact on different waste streams and recovered resources.

Objectives

Contribute to a reduction in GHG emissions through:

- reducing the generation of waste
- reducing unnecessary production and consumption
- reducing demand to extract virgin resources by keeping materials circulating within the economy as long as possible and at their highest value use
- increasing material productivity
- avoiding sending organic waste to landfill
- maximising the capture of GHG at landfills

ACTIONS TO CONTRIBUTE TO NET ZERO EMISSIONS				
	Action	Leads	Partners	Timing
9.1*	Consider legislative options to maximise the capture of greenhouse gas from landfills.	Environment Protection Authority		2025–2030
9.2*	Consider legislative measures to provide for consideration of greenhouse gas emissions in regulatory decisions relating to waste and resource recovery.	Environment Protection Authority		2025–2030
9.3	Encourage the development of embodied carbon metrics for the built environment to measure the progress towards circularity and decarbonisation.	Green Industries SA	Department for Environment and Water Department for Infrastructure and Transport	2025–2030
9.4	Continue to support producer awareness, knowledge and adoption of compost and other soil amendments to replenish soil carbon and nutrient stocks.	Department of Primary Industries and Regions		Ongoing

Cross-cutting enablers

CROSS-CUTTING ENABLERS				
	Action	Leads	Partners	Timing
10.1	Undertake a review of the <i>Green Industries SA Act 2004</i> and consider legislative amendments to update the objectives and functions of Green Industries SA in the context of enabling a circular economy.	Green Industries SA		2025–2028
10.2	Promote the application of circular economy principles across state government policies, strategies and legislation.	Green Industries SA	State government departments and agencies	Ongoing
10.3	Support the integration of circular economy principles and practices into the design and delivery of programs and services where relevant.	Green Industries SA	State government departments and agencies	Commencing 2026



Other areas

Energy from waste

Energy from waste (EfW), [also referred to as waste to energy and energy recovery], refers to the recovery of energy from waste materials. Using waste for energy generation reduces the volume of materials that require landfill disposal. The technology comes in different forms, the most common being mass burn incineration, gasification, pyrolysis, anaerobic digestion, biogas, and refuse-derived fuel.

There is growing interest in Australia, including SA, in the use of EfW technologies to tackle the amount of residual waste going to landfill. However, consigning residual waste to an EfW process is not regarded as a circular pathway for waste materials in the same way that disposal to landfill is not circular. Neither pathway is ideal.

“In general, waste-to-energy is a linear activity which results in the loss of finite materials. It is therefore not considered to be part of a circular economy”

ELLEN MACARTHUR FOUNDATION, 2020

Since the release of the 2020–25 waste strategy, Australia's first major EfW power plant at Kwinana in Western Australia has begun incinerating household refuse and other waste streams to manage waste. Once fully commissioned it intends to generate electricity into the grid. The plant is designed to process up to 460,000 tonnes of waste annually – about a quarter of the amount Perth sends to landfill.

Another 300,000-tonne-a-year incineration facility is under construction nearby at East Rockingham, south of Perth. Four licences to build major EfW facilities have been issued in Victoria and there are proposals in New South Wales, Queensland and South Australia [The Guardian, 2024].

This strategy recognises that commercial settings, technological advances and demand for low or zero emission fuels are potentially more favourable for EfW proposals in South Australia now, and into the future, than during the term of previous waste strategies.

A report by the Australian Council of Recycling indicates the cost of investing in these energy recovery technologies has been enabled by the rising cost of landfill, driven in part by increasing landfill levies [Australian Council of Recycling, 2021]. Charging higher levies on waste to landfill is designed to create a commercial incentive to encourage higher value uses for these waste streams and reduce disposal to landfill. The landfill levy in South Australia for 2024–25 is \$161 per tonne for metropolitan waste disposed to landfill and half of that for waste disposed in regional landfills. When combined with the gate fee charged by landfill operators as well as

transportation costs, the total cost for disposal to landfill for waste is much higher. Should further increases in total landfill disposal costs occur in coming years, this will encourage further investigation and potential investment in alternative disposal pathways.

Under the Commonwealth *Renewable Energy (Electricity) Act 2000*, energy derived from organic wastes may be regarded as renewable energy. This includes energy derived from wood waste, agricultural waste, food and food processing waste, biomass-based components of municipal waste, landfill gas, sewage gas, and biomass-based components of sewage. This type of energy is also referred to as 'bioenergy'. Energy derived from waste products made from fossil fuels [such as traditional plastics] does not count as renewable energy or bioenergy [Department of Environment and Science, Queensland, 2021].

Notably the European Union, which has relied on waste incineration for the past few decades, is now moving away from thermal EfW and other forms of incineration and is focusing on more ecologically acceptable solutions such as waste prevention, reuse and recycling as it shifts towards a circular economy. Zero Waste Europe note that 'the European financial institutions are now choosing to support alternatives that are less carbon-intensive and are higher in the waste hierarchy, excluding Waste-To-Energy incineration from their sustainability agenda' [Zero Waste Europe, 2021].

While this strategy supports the view that, in general, EfW is not part of the circular economy, it is recognised that recovering energy from residual waste [that is, materials that would otherwise be sent to landfill largely without benefit] is preferential to landfill disposal under the waste management hierarchy.

It is also recognised that some landfill operators in South Australia separate organic materials from residual waste to produce an output material that can be used for operational purposes, and that landfill gas extraction also recovers methane from landfills and is used to generate electricity. Both these activities are regulated by the EPA under conditions of environmental licence relating to landfill activities.

With the support of South Australian government policy settings, legislative and regulatory frameworks, incentives [grants and loans], commercial investments, education and awareness and other activities, South Australia already has well-established recycling systems across multiple waste streams and high landfill diversion rates. Building on our top performing resource recovery and recycling achievements, the state is committed to a circular economy transition.

South Australia has been careful not to undermine its achievements in recycling and circular economy transition. When the SA EPA published the [Thermal energy from waste \[EfW\] activities – Position Statement](#) in 2020 it aimed to provide guidance to industry to ensure that the recovery of EfW in South Australia supports the Objects of the [Environment Protection Act 1993](#) and the Waste Management Objective of the [Environment Protection \[Waste to Resources\] Policy 2010](#), and assists in achieving the objectives of *South Australia's Waste Strategy 2015–2020*, now and into the future. The position statement meets the objectives by promoting the waste management hierarchy [Figure 2] to drive circulation of materials through the material resource recovery process and back into the productive economy prior to undertaking EfW activities.

As such, the enhanced circulation of materials through the economy and recycling are preferred outcomes ahead of energy recovery and landfill disposal, in accordance with the waste management hierarchy.

The EPA's Position Statement stipulates that the volumes of waste required by EfW activities must not undermine the waste strategy targets and must also be secure to avoid an underutilised or stranded EfW asset. The position statement addresses thermal EfW technologies including direct combustion of waste, gasification, pyrolysis, the production and use of refuse derived fuel [RDF], and the mechanical biological treatment of waste where this activity results in the production of RDF. Other activities including anaerobic digestion and other non-thermal EfW activities are out of scope, however, the contextual settings remain relevant to all EfW activities.

For some EfW technologies such as mass burn incineration, the primary purpose is waste management with energy generation as a secondary benefit. Depending on several factors, including regulatory settings and licensing conditions, the payback periods for investments into such infrastructure may be many decades, having the effect of locking in a demand for constant supply of waste materials over that period. As such, economy of scale will be an important factor for considering EfW facilities in a South Australian context. Being a state with a small population,

South Australia needs to be mindful of avoiding issues of overcapacity which could easily create a system that is too heavily reliant on waste as a fuel source.

EfW proposals should be expected to demonstrate how they will adapt to changes in the quantity and composition of residual waste in South Australia over time that result from on-going government policy, programs and activities that aim to increase the recovery of recyclable and organic materials for the reuse, recycling and organics recycling sectors to realise SA waste strategy targets and circular economy aspirations.

While EfW will not alleviate SA's consumption of virgin materials and would not transit us closer to a circular economy, this strategy recognises a role for EfW facilities in South Australia where they:

- meet best-practice environment protection requirements
- reduce waste to landfill
- do not undermine circular economy principles
- support waste avoidance, reuse and recycling
- demonstrate social licence with communities.

Any government approval processes will need to be satisfied that a proposal can comprehensively meet these multiple outcomes, alongside other relevant requirements.

ENERGY FROM WASTE				
	Action	Leads	Partners	Timing
11.1	Consider regulatory measures to reinforce that energy from waste activities occur in accordance with the waste management hierarchy and circular economy principles where materials are kept in use at their highest value for as long as possible.	Environment Protection Authority		2025–2030



Illegal dumping and litter

In a circular economy, litter and illegal dumping are viewed as leakage. They also cause environmental pollution.

Illegal dumping

Illegal dumping of waste is problematic for several reasons, including impacts on the environment and amenity, undermining of legitimate waste and resource recovery operators who operate legally and through an EPA-issued licence, loss of valuable resources from the economy, and clean-up costs. While unlawful disposal of waste is an offence under environmental legislation, improvements can be made to tighten existing provisions.

Litter

The *Local Nuisance and Litter Control Act 2016* is administered by local government and provides for management of littering and illegal dumping in SA. Plastics, cigarette butts, paper and cardboard are the most frequently littered items in SA. Actions that South Australia has taken on single-use plastics plays a role in reducing plastic litter, as these products are often used briefly and discarded away from home, resulting in many of these items presenting in the litter stream.

The *Single-use and Other Plastic Products (Waste Avoidance) Act 2020* provides a framework that allows restrictions and prohibitions to be imposed in relation to the manufacture, production, distribution, sale or supply of certain single-use and other plastic products in SA. The objects of the Act include promoting and supporting better waste management practices including the reduction of marine litter. Since 80% of marine litter originates from land-based sources, reducing the availability of common plastic litter items supports these efforts.

Community education is an important tool for litter prevention. ‘Litter Less’ is an educational resource developed by KESAB environmental solutions for primary school teachers and students to plan and implement litter prevention strategies. KESAB also partners with the Department for Infrastructure and Transport on the [Road Watch-Adopt a Road](#) program to address roadside litter.

ILLEGAL DUMPING AND LITTER				
	Action	Leads	Partners	Timing
11.2*	Consider legislative reform regarding unlawful disposal of waste, that further disincentivises illegal dumping, prevents the loss of valuable materials from the economy, and ensures a level playing field for licenced waste industry operators.	Environment Protection Authority		2025–2030
11.3	Provide community education to support the reduction of litter.	Green Industries SA		Ongoing
11.4	Consider measures to address additional problematic plastic waste streams that cause marine or land litter or pollution.	Green Industries SA	Environment Protection Authority	2026–2027

Disaster waste management

The frequency and intensity of extreme weather-related events is increasing due to climate change, with particular risks for regional and remote areas. In recent years South Australians have experienced large-scale bushfires, severely impacting Yorketown, Keilira, the Adelaide Hills and Kangaroo Island, and more recently the River Murray flood event – one of SA's most devastating disasters, disrupting every facet of life along the river.

Under the State Emergency Management Plan, GISA is the Functional Lead for Disaster Waste Management (DWM) and is responsible for identifying and coordinating delivery of activities, projects and programs aimed at increasing the preparedness of the state to undertake responsible DWM. This includes ensuring the state government, local councils, waste management facility operators, and community members (that is, householders and businesses) are aware of, and are supported in fulfilling, their responsibilities under the DWM Capability Plan.

In the response and recovery phases following a major disaster event, the Functional Lead for DWM identifies and coordinates the delivery of any government support for DWM as required. The combination of disaster preparedness planning and a coordinated delivery of DWM support can lead to a more efficient clean-up for the affected community, and better recycling outcomes for materials arising from disasters.

DISASTER WASTE MANAGEMENT				
	Action	Leads	Partners	Timing
11.5	Encourage planning for response to disaster and other disruptive events to ensure continuity of waste management services and/or adapting to changes in waste management requirements.	Green Industries SA	Local government Local Government Association of SA	Ongoing
11.6	Ensure planning and investment in waste and resource recovery infrastructure to provide adequate waste management resilience and continuity in response to disaster and other significant disruptive events.	Green Industries SA	Local government	Ongoing



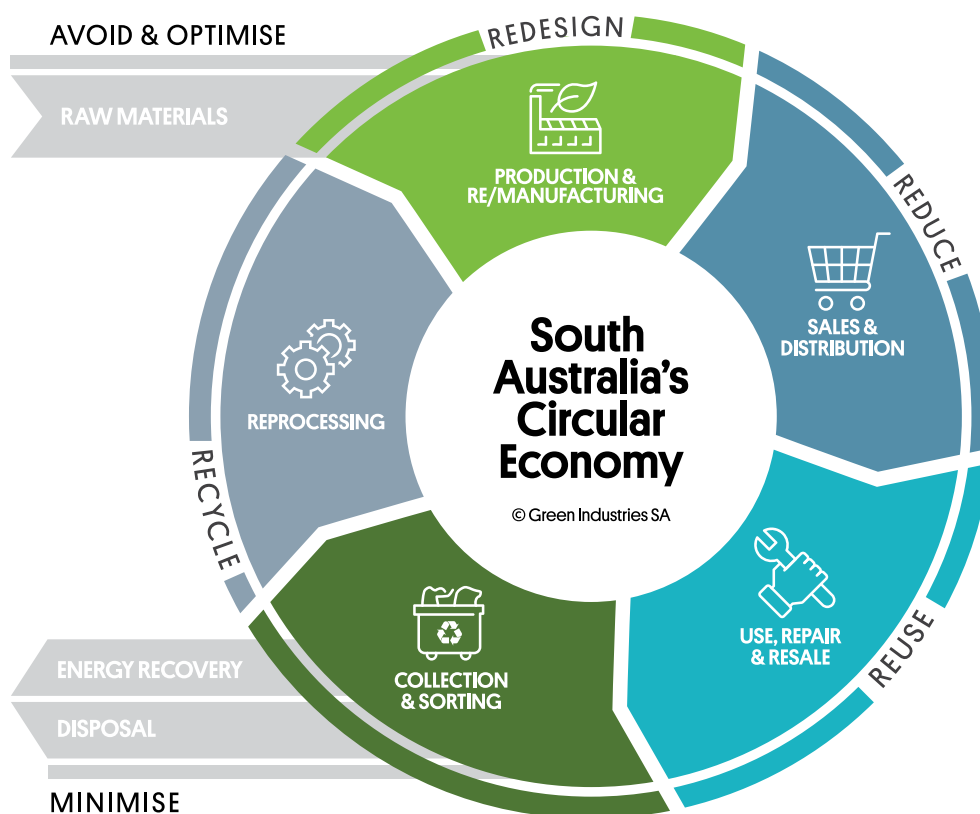
APPENDICES

Appendix A – Guiding principles

The circular economy

A circular economy is an economic model designed to prioritise sustainability, resource efficiency, and waste reduction. It aims to move away from the traditional linear economic model of ‘take-make-dispose’ and instead seeks to create a closed-loop system where products and materials are kept in use for as long as possible, with their value preserved and waste minimised.

Figure 5: South Australia's circular economy, Green Industries SA



A circular economy is based on 3 principles:

1. Design out waste and pollution
2. Keep products and materials in use at their highest value
3. Conserve natural resources and regenerate nature

Transitioning to a circular economy requires a de-coupling of economic activity from the consumption of finite resources, through transforming our ways of producing and consuming, including improving material productivity in economic development. This transition is essential to achieving net zero emissions, reducing pollution and tackling biodiversity loss while supporting the needs of current, as well as future, generations of South Australians in a way that doesn't cost the earth.

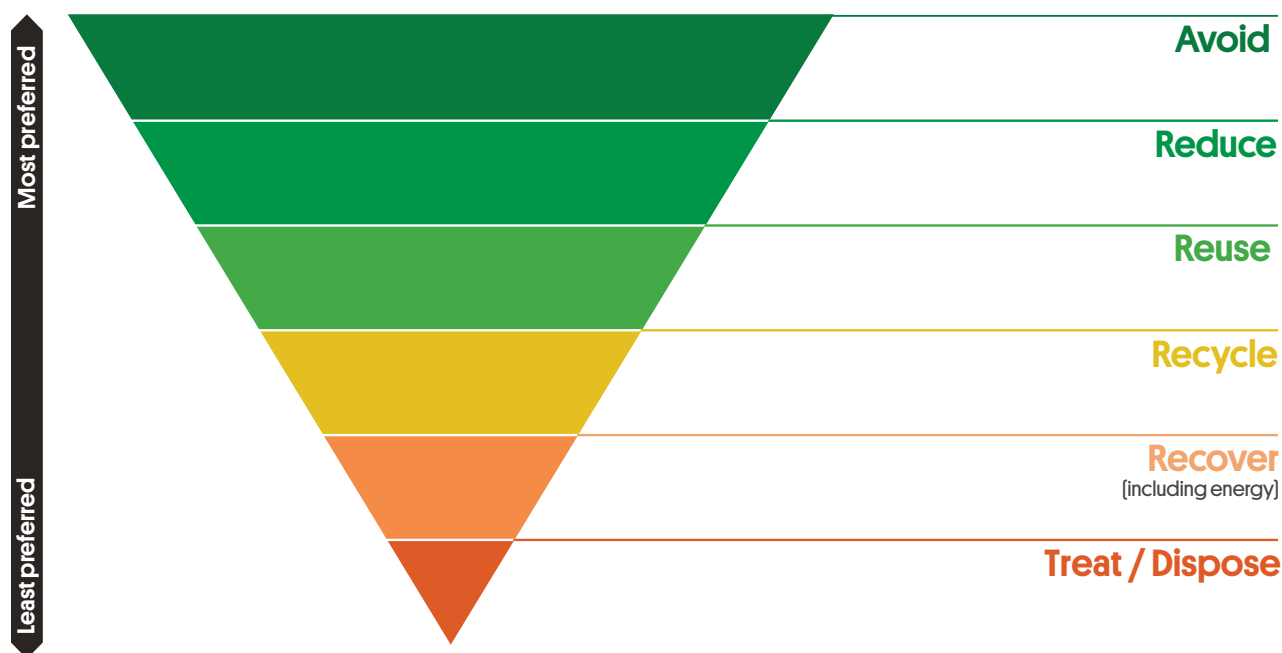
The waste management hierarchy

The waste management hierarchy is an internationally recognised framework that establishes a preferential order of waste management options to reduce and manage waste. The activities at the top of the hierarchy have the highest environmental benefit. In SA, the waste management hierarchy is a fundamental guiding principle in the *Green Industries SA Act 2004* and is also given legislative effect through the *Environment Protection Act 1993* and the *Environment Protection (Waste to Resources) Policy 2010*.

The top 3 tiers [avoid, minimise/reduce and reuse], are waste prevention and resources efficiency activities – actions taken that keep an item, component or material in use and stop it from becoming waste or entering a waste management facility or system. These activities are distinct from the activities of recycling or resource recovery, that divert materials from landfill pathways after they have been generated through production and manufacturing processes, or have entered a waste management process post-consumer or commercial use, by returning them back to the economy as a resource – not waste.

Overlaying the waste management hierarchy with circular economy principles, activities in the top 4 tiers align with the circular economy principle of designing out waste and keeping products and materials in use. However, both high-value recycling and low-value reprocessing [referred to as ‘downcycling’] sit within the recycle tier, even though they achieve circularity outcomes of different values. Activities at the bottom of the hierarchy [least preferred], such as energy recovery through incineration of waste, and disposal to landfill are non-circular as the materials are no longer circulating within the economy. Providing additional clarity on where different activities sit within the hierarchy would help inform regulatory approaches and decision-making³.

Figure 6: South Australia's waste management hierarchy



³ These matters are being considered through the review of the *Environment Protection (Waste to Resources) Policy 2010*.

Ecologically sustainable development

The *Green Industries SA Act 2004*⁴, sets out the principles of ecologically sustainable development, being: principles that maintain -

- (i) that the use, development and protection of the environment should be managed in a way, and at a rate, that will enable people and communities to provide for their economic, social and physical wellbeing, and for their health and safety while-
 - [A] sustaining the potential of natural and physical resources to meet the reasonably foreseeable needs of future generations; and
 - [B] safeguarding the life-supporting capacity of air, water, land and ecosystems; and
 - [C] avoiding, remedying or mitigating any adverse effects of activities on the environment; and
- (ii) that proper weight be given to both long and short term economic, environmental, social and equity considerations in deciding all matters relating to environmental protection, restoration and enhancement.

Best practice methods and standards in waste management and the efficient use of resources

Best practice in waste management strives to achieve quality and optimal results, and can be used as a benchmark, as distinct from meeting mandatory standards. Best practice evolves over time as efforts towards continuous improvement lead to better ways of doing things. The strategy, in addition to other publications released by GISA, points to what GISA considers to be best or better practice in waste management and the efficient use of resources at a given point in time.

The use of standards that provide clarity regarding definitions, limits, or rules and are approved, monitored and reported by an independent, authoritative organisation or recognised entity, can provide a minimum acceptable benchmark and a level playing field, and potentially more stable commercial settings.

The efficient use of resources, that is, our natural capital, is essential to a sustainable future, and refers to not being wasteful and doing more with less. This principle aligns with the metric 'material productivity', which is explained further on page 20.

⁴ s 3A[2][c] *Green Industries Act 2004* [SA]

Appendix B – Benefits of a circular economy

There are many benefits in transitioning to a circular economy.

Retain economic value

Circular activities and processes add economic value by extending the usable life of products, then when products reach their end-of-life, by recovering the valuable materials a product contains when it reaches end-of-life and keeping them in use within the economy.

Regenerate natural systems

Extending the usable life of products and keeping materials circulating reduces the demand for extraction of virgin resources. It also reduces the amount of waste, pollution and GHG emissions we create, and achieves savings on energy and water use, contributing to the regeneration of natural systems.

Table 4 lists the environmental benefits of recycling South Australian materials in 2022–23.

Enhance economic prosperity

Modelling by the CSIRO on *Australia's Circular Economy Framework* indicates that doubling Australia's circularity in line with the framework's priorities will not only reduce Australia's GHG emissions by 14% by 2035 and divert 26 million tonnes of material from landfill each year, but also increase Australia's GDP by \$26 billion each year by 2035 [Department of Climate Change, Energy, the Environment and Water, 2024g].

A 2024 CSIRO Report, *Australia's circular economy comparative and competitive advantages*, outlines how Australia can forge new international partnerships to foster the purchase of Australian-made circular products, help close loops for end-of-life materials, and supply circular inputs to domestic manufacturing. By doing this, Australia can unlock vast economic value while reversing the substantial loss of natural capital [Schandl, et al., 2024].

Build sustainable and resilient businesses and create new circular economy jobs

KPMG's 2020 report, *Potential Economic Pay-off of a Circular Economy*, found that for Australia, a future circular economy in food, transport, and the built environment together represents a potential economic benefit of \$23 billion in GDP by 2025. It estimated that by 2047–48, this would rise to \$210 billion in GDP, with an additional 17,000 full-time equivalent (FTE) jobs for Australia⁵ [KPMG, 2020].

In SA, diverting organics away from landfill and to composting facilities creates 6.1 FTE jobs for every 10,000 tonnes [Green Industries SA, 2021]. In Australia, the recycling sector generates 9.2 jobs per 10,000 tonnes of waste compared with 2.8 jobs for the same amount of waste sent to landfill [CSIRO, 2021]. Even more significant is the data from the 2024 report *Measuring Reuse Activity and Impacts in NSW*, which shows that reuse generates 25 times more jobs than recycling on a per tonne basis [Heinrich, De Garis, & Rawson, 2024].

⁵ Relative to a business-as-usual scenario and the current level of circularity in the Australian economy.

Table 4: Environmental benefits factors

Category	Type	GHG emissions saved	Energy saved	Water saved
		Emissions factor (t CO ₂ -e/t)	Conversion factor (GJ LHV/t)	Conversion factor (kL/t)
Masonry	Asphalt	0.030	2.380	0.880
	Bricks	0.020	0.280	1.260
	Concrete	0.020	0.350	1.280
	Plasterboard	0.030	0.550	-0.030
	Clay, fines, rubble and soil	0.088	1.420	0.440
Metals	Iron and steel	0.440	7.490	-2.360
	Aluminium	16.667	206.667	29.333
	Non-ferrous metals	0.880	36.090	5.970
Organics	Food organics	0.980	0.180	0.440
	Garden organics	0.670	0.309	5.592
	Timber	0.180	10.730	-0.040
	Organics – other	0.481	2.165	0.230
Cardboard and paper	Cardboard and waxed cardboard	0.169	0.467	11.111
	Liquid paperboard	0.169	0.467	11.111
	Magazines	0.455	0.364	10.909
	Newsprint	0.455	0.364	10.909
	Phonebooks	0.455	0.364	10.909
	Printing and writing paper	1.300	-0.680	11.000
Plastics	Polyethylene terephthalate	1.200	55.000	68.750
	High density polyethylene	0.825	50.000	22.750
	Polyvinyl chloride	0.313	30.000	26.250
	Low density polyethylene	0.825	50.000	22.750
	Polypropylene	0.313	30.000	26.250
	Polystyrene	0.313	30.000	26.250
	Mixed and/or other plastics	0.313	30.000	26.250
Glass	Glass	0.528	4.444	0.931
Other materials	Fly ash	0.029	0.552	1.260
	Foundry sands	Not specified as insufficient reference data identified		
	Leather and textiles			
	Tyres and other rubber	1.070	64.080	52.250

This table lists a set of factors used to estimate the environmental benefits of recycling South Australian materials in 2022–23. They are based on a study commissioned by Green Industries SA, and the GHG emissions factors updated in 2021–22 for food organics, garden organics and timber [Trellis Technologies, 2019]. The emissions factors for food organics, garden organics and timber were calculated by Blue Environment based on *National Greenhouse and Energy Reporting (Measurement) Determination 2008* methods. The calculations compared emissions from landfilling these organic types [assuming a landfill gas recovery rate of 43%] compared with emissions from composting them.

Appendix C – Progress against 2020–2025 waste strategy targets

Achievements relative to the 2020–2025 waste strategy targets are depicted in the graphs below.

Figure 7: 2020–2025 waste strategy waste generation per capita target and achievements

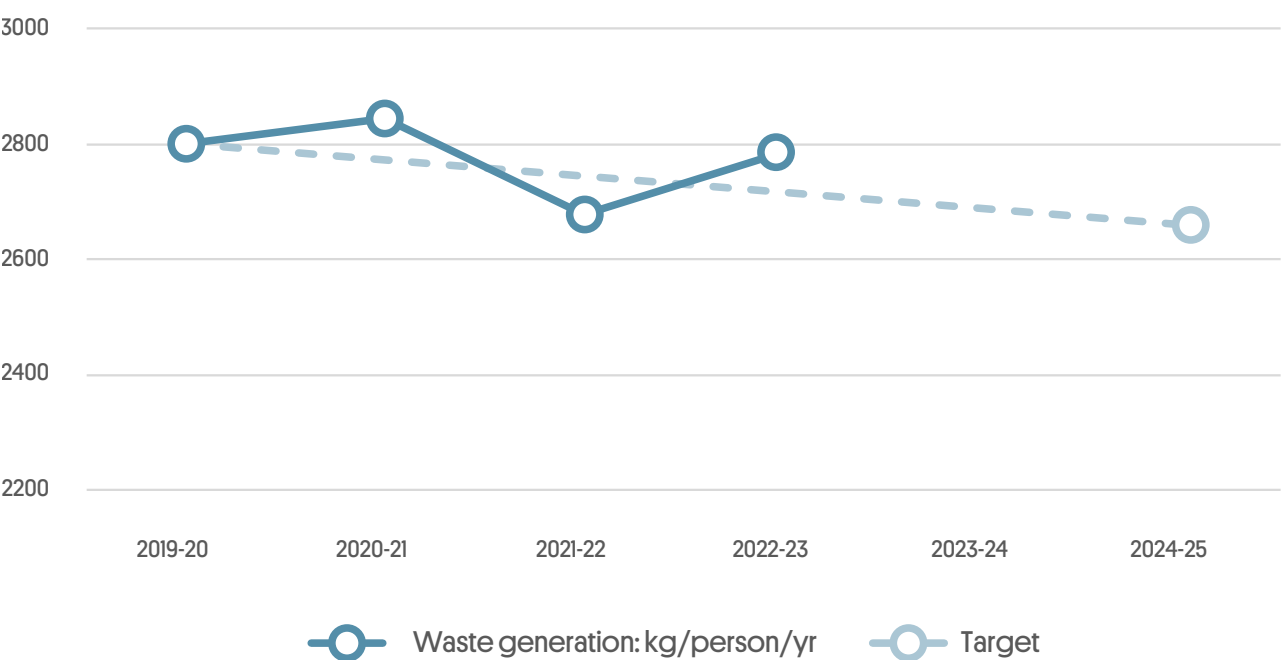


Figure 8: 2020–2025 waste strategy MSW and kerbside bin diversion targets and achievements

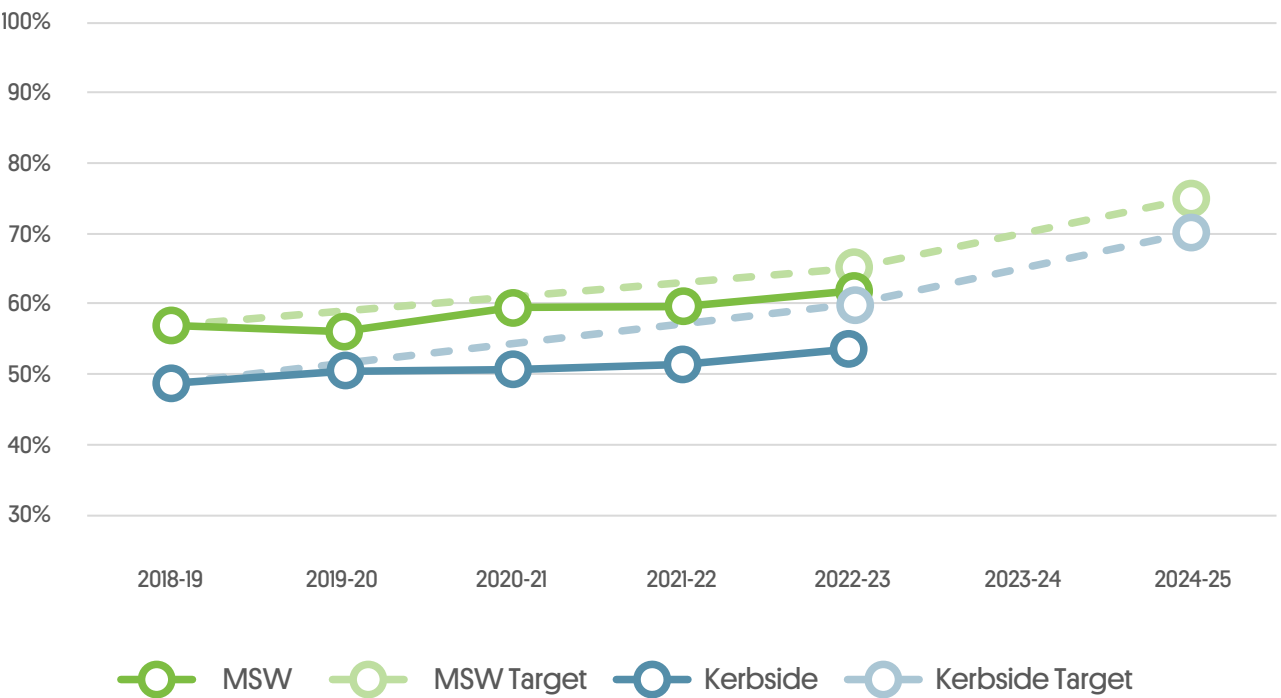
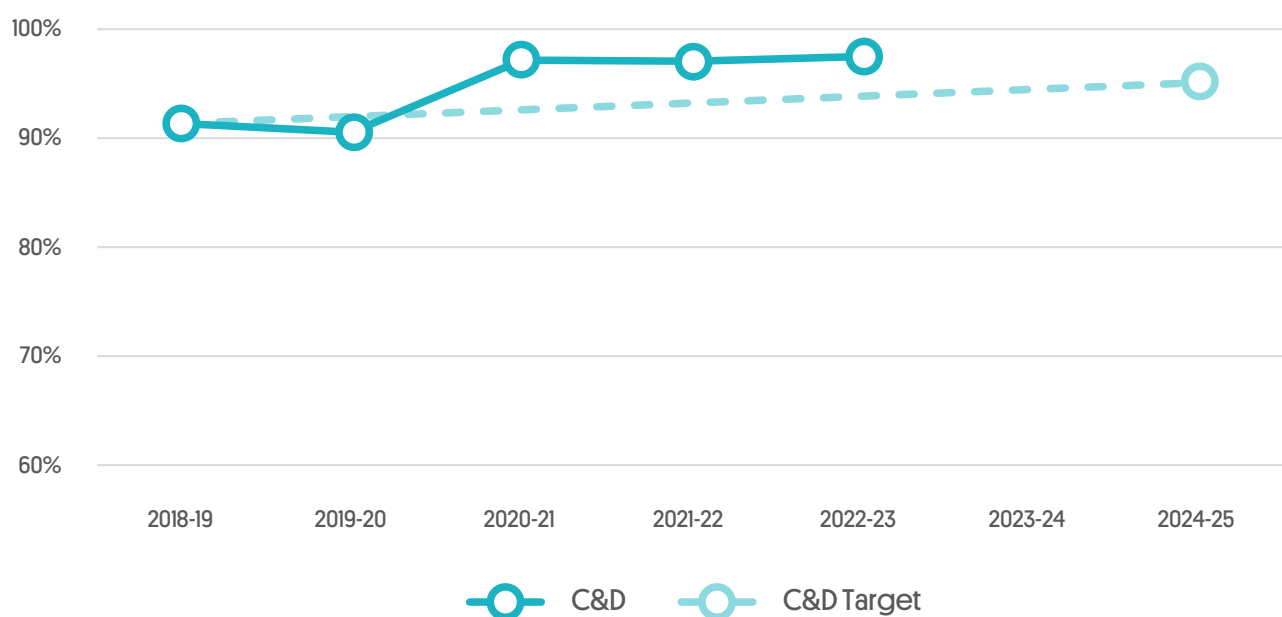


Figure 9: 2020–2025 waste strategy C&I diversion target and achievements



Figure 10: 2020–2025 waste strategy C&D diversion target and achievements



In relation to the above graphs [Figures 3 to 6], it is important to note that new data modelling [commenced from year 2022–23] has been retrospectively applied to the MSW, C&I and C&D diversion rates for the years of 2020–21 and 2021–22 for the purposes of this review. This improved model is based on an updated landfill audit conducted in 2022, replacing the previous much older audit, as well as data from mass balance reporting. This is discussed in more detail on page 24 of the [Circular Economy Resource Recovery Report 2022–23](#) [Green Industries SA, 2024]. This has produced a noticeable change from 2020–21, particularly for the C&I diversion rate that has been reduced from 96.9% to 71.9%, with a corresponding increase for the C&D diversion rate from 92.5% to 97.0% and an increase for the MSW diversion rate from 56.1% to 59.5%.

Appendix D – Legislative and policy context

International

The following International Conventions, Treaties and Agreements have relevance to this strategy:

- [2030 Agenda for Sustainable Development](#)
- [United Nations Framework Convention on Climate Change](#)
- [Kunming-Montreal Global Biodiversity Framework](#)
- [Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal](#)
- [Montreal Protocol on Substances that Deplete the Ozone Layer](#)

National

Measuring What Matters

[Measuring What Matters: Australia's First Wellbeing Framework](#), published in 2023, tracks our progress towards a more healthy, secure, sustainable, cohesive and prosperous Australia. The Australian Government aims to embed this framework into government decision making.

One of the framework's 5 wellbeing themes is 'Sustainable: A society that sustainably uses natural and financial resources, protects and repairs the environment and builds resilience to combat challenges'. Underneath this theme sits 'circular economy' with the explanation of 'why this matters' being 'Australians are aware of the impact of using resources and are strongly invested in participating in a more sustainable, circular economy where materials are used more efficiently and are recycled, reused and repaired'.

The metrics being used to measure our national progress on a circular economy are:

1. waste generation per person
2. proportion of waste recovered for reuse, recycling or energy
3. circularity rate
4. material footprint per capita
5. material productivity.

[Australian Bureau of Statistics, n.d.]

National Food Waste Strategy

The [National Food Waste Strategy: Halving Australia's Food Waste by 2030](#), released in 2017, provides a framework to support collective action towards halving Australia's food waste by 2030, and contributes toward global action on reducing food waste by aligning with SDG 12 [Commonwealth of Australia, 2017]. It also helps give effect to Australia's obligations under the *United Nations Framework Convention on Climate Change* in helping reduce GHG emissions, primarily through the diversion of food waste from landfill.

Environment Ministers' commitments

The Environment Ministers Meeting (EMM) is an intergovernmental forum in which national environmental issues are progressed and a forum to discuss strategic issues and agree cross-government actions to improve Australia's environment. It is comprised of the Commonwealth Minister for the Environment, and the Environment Minister from each Australian state and territory. Decisions made at EMM are communicated through [agreed communiques](#). Some of these decisions, relevant to this strategy, are as follows:

- Work with the private sector to design out waste and pollution, keep materials in use and foster markets to achieve a circular economy by 2030 [Department of Climate Change, Energy, the Environment and Water, 2022].

- Commonwealth packaging regulations that mandate how packaging is designed, sets minimum recycled content requirements, and prohibits harmful chemicals such as per- and poly-fluoroalkyl substances (PFAS) being used [Department of Climate Change, Energy, the Environment and Water, 2023d].
- A national traceability framework which is key to driving the reuse of recovered plastics, glass and other materials, into new products – and to our transition to a circular economy [Department of Climate Change, Energy, the Environment and Water, 2023a].
- Developing stronger end markets for recycled products [Department of Climate Change, Energy, the Environment and Water, 2024a].
- A framework to accelerate product stewardship and to better coordinate work across governments, including Western Australia leading on tyres, New South Wales leading on solvents, and Queensland, New South Wales and Victoria leading work for all batteries [Department of Climate Change, Energy, the Environment and Water, 2024a].

Net zero

The Australian Government has a legislated target of net zero GHG emissions by 2050 and a 2030 target of 43% below 2005 levels. One of the major steps identified to decarbonise the economy is ‘increasing the materials and energy efficiency of the economy, including through circular economy principles’ [Department of Climate Change, Energy, the Environment and Water, 2024d].

South Australia

State Infrastructure Strategy

A new 20-year State Infrastructure Strategy for the state is currently being developed. The strategy will look at statewide infrastructure needs to 2045, with a focus on infrastructure planning and investments that drive a growing economy aligned to the state’s economic vision of a smart, sustainable and inclusive economy.

The challenges facing us globally, nationally and locally are significant, and present us with opportunities to do things better, for the benefit of all.

Progressing the priority actions within this strategy will contribute to the Australian and South Australian goals and priorities and drive our transition to a more circular economy. It will also contribute to meeting global sustainability imperatives, including the United Nations’ SDG 12. Additionally, setting a clearly articulated policy, supported by an effective regulatory framework, can provide confidence for investment decisions, and a stable and efficient market.

Advanced Manufacturing Strategy

The South Australian Economic Statement also identifies the importance of SA’s manufacturing industry in the global green transition. This is built on through the 2023 [Advanced Manufacturing Strategy](#) which identifies 6 strategic priorities to develop a globally competitive and productive manufacturing capability. One of these is ‘Circular Economy – Increase competitiveness, innovation, economic profitability, and environmental benefits from the adoption of circular economy principles of reducing waste, keeping materials in use longer and regenerating natural systems’.

The key actions under this strategy are:

- Circular Economy and Sustainability – funding and resources to help implement circular and sustainable business practices.
- Sustainable Procurement Policy – achieving circularity and net zero emissions through government procurement.
- SA ZERO – industry cluster working with state government agencies and academia to support decarbonisation and circular economy strategies.

[Department for Industry, Innovation and Science, 2023]

Green Industries SA Act 2004

Guiding principles

- The principles of the circular economy [refer Figure 5]
- The waste management hierarchy [refer Figure 6]
- The principles of ecologically sustainable development
- Pursuit of best practice methods and standards in waste management and the efficient use of resources

Environment Protection Act 1993

Objects

- Promote the principles of ecologically sustainable development
- Prevent, reduce, minimise and eliminate harm to the environment by:
 - » promoting application of the waste management hierarchy
 - » regulating activities, products, substances and services that cause environmental harm through production of waste
- Promote the circulation of materials through the waste management process and to support a strong market for recovered resources by:
 - » regulating waste management
 - » regulating resource recovery
- Address climate change adaptation and climate change mitigation

Environment Protection (Waste to Resources) Policy 2010⁶

Key features

- Sustainable waste management objective
- Requirement for resource recovery processing for most metropolitan Adelaide waste
- Defines when material ceases to be waste
- Prescribes items that are banned from disposal to landfill
- Regulates illegal dumping and inappropriate stockpiling

Single-use and Other Plastic Products (Waste Avoidance) Act 2020

Objects

- Restrict and prohibit the manufacture, production, distribution, sale and supply of certain single-use and other plastic products
- Promote better waste management practices including the reduction of marine litter
- Promote the principles of the waste management hierarchy
- Promote the principles of the circular economy

⁶ The *Environment Protection (Waste to Resources) Policy 2010* is currently being reviewed and modernised.

Glossary

TERM	DEFINITION
Beneficial use	The outcome of the use or reuse of a product or material being a net environmental benefit, that is, contributing to environmental sustainability and resource efficiency.
CCA treated timber	Copper chromated arsenate treated timber – timber that has been treated by a chemical preservative containing compounds of copper, chromium and arsenic to protect it from insects, pests, and microbes, as well as provide resistance to the weather.
Chemicals of concern	Chemicals that have properties raising environmental or health concerns. These include chemicals that do not break down easily, are toxic, or can accumulate to high levels in animals.
Circular economy	<p>An economic model designed to prioritise sustainability, resource efficiency, and waste reduction. It aims to move away from the traditional linear economic model of 'take-make-dispose' and instead seeks to create a closed-loop system where products and materials are kept in use for as long as possible, with their value preserved and waste minimised.</p> <p>It is based on 3 principles – design out waste and pollution, keep products and materials in use (ideally at their highest and best value), and regenerate natural systems)</p>
Circularity Rate	A measure of how much material input into an economy comes from recycled or reused sources. It indicates the proportion of resources that are cycled back into production rather than being disposed of as waste.
Climate change adaptation	Adjusting to the actual or expected effects of climate change.
Climate change mitigation	Limiting, reducing or preventing GHG emissions.
Closed loop system	A system where materials are recycled into the same product type and are of the same quality and functionality as the original material.
Commercial and industrial (C&I) waste	Solid waste arising from commercial, industrial, government, public or domestic premises (other than municipal solid waste), but does not contain listed waste, hazardous waste or radioactive waste.
Common core	Interdisciplinary subjects or courses, available to all students of a tertiary education institution.
Compost	Pasteurised material resulting from the controlled microbiological transformation of compostable organic waste under aerobic and thermophilic conditions for not less than 6 weeks
Construction and demolition (C&D) waste	Solid waste arising from the construction, demolition or refurbishment of buildings or infrastructure, but does not contain municipal solid waste, commercial and industrial waste, listed waste, hazardous waste or radioactive waste.
Contaminants/contamination	Waste that ends up in streams where it does not belong and affects the processing and recycling of that material.
Dispose	Dispose of waste, including the deposit of waste and causing or allowing waste to be disposed or deposited.
Diversion	The amount of waste generated that's not sent to landfill. It is calculated as the total of waste recovered through resource recovery processes divided by the total amount of waste generated as a percentage.
Domestic material consumption	The total amount of materials directly used in the economy (used domestic extraction plus imports), minus the materials that are exported.
Downcycling	Downcycling is the process of breaking down a material to make something new but of a lower quality and functionality than the original product. This can be due to contamination or natural degradation over time.

TERM	DEFINITION
E-waste	Waste electrical and electronic equipment which is dependent on electric currents or electromagnetic fields in order to function (including all components, subassemblies and consumables which are part of the original equipment at the time of discarding).
Ecologically sustainable development	<p>The use, development and protection of the environment in a way, and at a rate, that will enable people and communities to provide for their economic, social and physical wellbeing and for their health and safety while:</p> <ul style="list-style-type: none"> • sustaining the potential of natural and physical resources to meet the reasonably foreseeable needs of future generations • safeguarding the life-supporting capacity of air, water, land and ecosystems, and • avoiding, remedying or mitigating any adverse effects of activities on the environment.
End-markets	The final transaction point in a value chain, where a product or service is sold to the end customer.
End-of-life	The point at which a product or material can no longer be used for its original intended purpose.
Energy recovery	Processes through which wastes are collected, sorted and processed to recover energy in usable form, for example process heat, steam or in electricity generation.
Environmental, social and governance (ESG)	A framework used to assess an organisation's operations concerning environmental stewardship, social responsibility, and corporate governance practices.
Environment Ministers Meeting	Comprises the Commonwealth Minister for the Environment, and the Environment Minister from each Australian state and territory.
Fast fashion	Inexpensive clothing produced rapidly by mass-market retailers in response to the latest trends.
Feedstock	A basic material that is used to produce goods, finished goods, energy, or intermediate materials that are feedstock for future finished products.
Food waste	Food that does not reach the consumer or reaches the consumer but is thrown away. Food waste can be generated by households or industry, and includes food processing waste, out of date or off specification food, meat, fruit and vegetable scraps.
Greater Adelaide	The part of South Australia defined as Greater Adelaide, according to section 5 of the <i>Planning and Development Act 2016</i> .
Greenhouse gases (GHG)	Gases, including carbon dioxide and methane, that trap heat in the earth's atmosphere, affecting weather and climate patterns.
Gross Domestic Product (GDP)	GDP measures gross value added for all resident institutional units for the whole economy. Gross value added is the difference between output and intermediate consumption for each institutional unit and thereby measures the value created by production. Value added represents the contribution of labour and capital to the production process.
Gross State Product (GSP)	The aggregate which details the total economic production of a state economy and is the state equivalent to GDP
Highest value use/reuse	<p>The highest achievable outcome for the use or reuse of products or materials, according to the waste management hierarchy and the second principle of a circular economy (to keep products and materials in use at their highest value). This relates to material resource efficiency and the GHG emissions impact of the intended use or reuse of that product or material.</p> <p>An example of highest value reuse is a glass bottle being recovered for reuse as another glass bottle.</p>
Kerbside waste	Waste collected by local councils from residential properties, including rubbish, mixed recyclables, food organics and garden organics, and glass, but excluding hard waste.
Landfill	A waste disposal site used for the controlled deposit of solid waste onto or into land.

TERM	DEFINITION
Linear economy	A traditional economic model characterised by a 'take-make-dispose' approach, where resources are extracted, used, and then discarded as waste
Mass balance reporting	Reporting that monitors the movement of waste (material flows) to and from waste depots throughout the state, and tracks stockpiling of materials. Waste depots receiving more than 20,000 tonnes of solid waste per annum (or otherwise directed by the EPA) are required to report monthly to the EPA on quantities of waste or other matter: <ul style="list-style-type: none"> • received at the site • transported from the site • remaining stockpiled on site • used on site • disposed on site (such as by landfill or incineration).
Material circularity	Refers to the continuous reuse and repurposing of materials to minimise waste and resource depletion, aiming to keep materials in use for as long as possible and at their highest value.
Material flow analysis	A group of methods to analyse the physical flows of materials into, through and out of a given system. It can be applied at different levels of scale, that is, products, firms, sectors, regions, and whole economies. The analysis may be targeted to individual substance or material flows, or to aggregated flows.
Material footprint	Measures the total amount of raw materials extracted globally to meet a country or region's consumption demands, including imported goods. It describes how much material is consumed to make the products or services used in the country or region.
Material intensity	Quantifies the amount of materials used per unit of economic output or service.
Material productivity	Measures the efficiency with which raw materials are used in production processes. It measures the amount of economic output generated per unit of materials consumed. At the national level it is calculated as GDP per domestic material consumption [DMC], measured in AUD per kg.
Materials recovery facility	A facility that receives waste or matter for sorting, aggregating, compacting, baling or packing prior to its transfer elsewhere for lawful reuse.
Metropolitan Adelaide	The part of the South Australia within the boundary of Metropolitan Adelaide as defined in the <i>Development Act 1993</i> .
Municipal solid waste (MSW)	Solid waste arising from mainly domestic but also commercial, industrial, government and public premises including waste from council operations, services and facilities that is collected by or on behalf of the council via kerbside collection, but does not contain commercial and industrial waste, listed waste, hazardous waste or radioactive waste.
Natural capital	Another term for the stock of renewable and non-renewable resources (such as plants, animals, air, water, soils, minerals) that combine to yield a flow of benefits to people.
Non-circular	Activities that are a pathway to end-of-life for products or materials as opposed to keeping them circulating in the economy.
PFAS	Per- and poly-fluoroalkyl substances (PFAS) are a group of synthetic chemicals that have been extensively used in consumer and industrial products since the 1950s. They were used to manufacture non-stick coatings and products that require resistance to water, heat, fire, stain and weather. Examples include firefighting foams, carpets and waterproof clothing.
Planning instruments	Instruments that ensure development in South Australia is appropriately located, designed and considered. They set the strategic planning vision for the state and help to assess development applications that require planning consent as part of their approval. The instruments are set out by the <i>Planning, Development and Infrastructure Act 2016</i> and supporting Regulations.

TERM	DEFINITION
Product stewardship	A concept and set of approaches based on the idea that those involved in designing, manufacturing and selling products should accept responsibility for ensuring they do not have adverse impacts on the health of humans and environments. This includes impacts across the life cycle of the products, from the extraction of materials, the way products are used, and how they are managed at end-of-life.
Raw materials	A basic material that is used to produce goods, finished goods, energy, or intermediate materials that are feedstock for future finished products. Also known as feedstock, unprocessed material, or primary commodity.
Recovered materials/recovered resources	Waste materials separated, sorted or processed for the purposes of waste reuse, recycling or energy recovery.
Recycling	To treat materials so that new products can be made from them. A set of processes (including biological) for converting recovered materials that would otherwise be disposed of as wastes into useful materials and or products.
Repair	Altering a product or material to correct damage or fault, maintaining its use.
Resource recovery	Activities through which wastes are collected, sorted, processed (including through composting), and/or converted into raw materials for use in a production system. For data reporting purposes, the quantity of waste allocated to the fate 'resource recovery' is the sum of the quantities allocated to waste reuse, recycling and energy recovery.
Resource recovery rate	The quantity of waste that is prevented from going to landfill for use in another way, divided by the quantity of waste generated.
Secondary materials	Recycled materials.
Single-use	Designed to be used once and then disposed of.
Source separation	Physical sorting of the waste at the point of generation into specific components suitable for resource recovery from the residual component.
Sustainable Development Goals [SDG]	A set of 17 global goals established by the United Nations to address pressing social, economic, and environmental challenges, aiming for a more sustainable and equitable world by 2030.
Sustainable procurement	Procurement that looks beyond the up-front cost to make purchasing decisions based on the entire life cycle of the goods and services, taking into account associated costs, environmental and social risks and benefits, and broader social and environmental implications.
3-bin system	A council kerbside bin collection system which provides 3 bins, for general waste, co-mingled recyclables, and food and garden organics.
Waste avoidance	Preventing waste generation, including through design of products and changing consumer behaviour to preference durable, reusable and repairable products. Also referred to as waste prevention or waste minimisation.
Waste management hierarchy	Reference to an order of priority for the management of waste in which avoidance, minimisation, reuse, recycling, recovery of energy and other resources, treatment of waste to reduce potentially degrading impacts, and disposal of waste in an environmentally sound manner are pursued in that order.
Waste valorisation	The process of enhancing the value of a product, material, or waste by repurposing, recycling, or transforming it into something more valuable or useful.
Virgin materials/virgin resources	Raw materials extracted from the earth for the first time, as opposed to recycled or reused materials.

TERM	DEFINITION
Waste	As defined in section 4 of the <i>Environment Protection Act 1993</i> – any discarded, dumped, rejected, abandoned, unwanted or surplus matter, whether or not intended for sale or for purification or resource recovery by a separate operation from that which produced the matter, whether or not of value.
Waste generation	The process of producing waste. For data and reporting purposes, waste generation is the sum of the quantities of waste taken to waste management facilities or added to on-site stockpiles. Measures of the total amount of waste generated include the waste we recycle as well as the waste we send to landfill.
Waste management	The process of managing waste, including storage, collection, transportation, resource recovery, treatment and disposal.

Abbreviations

ACOR	Australian Council of Recycling
AS	Australian Standard
BESS	battery energy storage systems
CCA	copper chrome arsenate
CDS	container deposit scheme
CERRR	Circular Economy Resource Recovery Report
CO ₂ -e	carbon dioxide equivalent
CSIRO	Commonwealth Scientific and Industrial Research Organisation
C&D	construction and demolition
C&I	commercial and industrial
DEM	Department for Energy and Mining
DMC	domestic material consumption
DWM	disaster waste management
EfW	energy from waste
EPA	Environment Protection Authority
ESG	environmental, social and governance
EU	European Union
FOGO	food organics and garden organics
FTE	full time equivalent
GDP	gross domestic product
GHG	greenhouse gas
GJ	giga joules
GISA	Green Industries SA
GSP	gross state product
ICHEMS	Industrial Chemicals Environmental Management Standard
ISO	International Standards Organisation
kg	Kilogram
kL	Kilolitres
kt	Kilotonne

LHV	lower heating value
Li-ion	lithium-ion
MSW	municipal solid waste
MUD	multi-unit dwelling
NABERS	National Australian Built Environment Rating System
NEMP	National Environmental Management Plan
PET	polyethylene terephthalate
PFAS	per- and poly- fluoroalkyl substances
PV	photovoltaic
PVC	polyvinyl chloride
RDF	refuse derived fuel
SDG	Sustainable Development Goal
UK	United Kingdom
UN	United Nations
UNEP	United Nations Environment Programme
WOW	Wipe Out Waste

References

AECOM. [2023]. *Circularity in Grid-Scale Renewable Energy Infrastructure*.

Arcadis. [2019]. *National Food Waste Baseline: Final assessment report*. Retrieved from https://www.dcceew.gov.au/environment/protection/waste/food-waste#_2019-national-food-waste-baseline

Australian Bureau of Statistics. [n.d.]. *Measuring What Matters themes and indicators > Sustainable > Circular Economy*. Retrieved 2025, from Australian Bureau of Statistics: <https://www.abs.gov.au/statistics/measuring-what-matters/measuring-what-matters-themes-and-indicators/sustainable/circular-economy>

Australian Consumer and Retail Studies. [2024]. *Retail Sustainability Spotlight*. Monash University.

Australian Council of Recycling. [2021]. *The evolving relationship between clean energy and waste*. Retrieved from https://acor.org.au/wp-content/uploads/2023/06/acor_wte_report_april21_final.pdf

Australian Council of Recycling. [2024]. *Industry survey: Battery fires in waste & recycling*. Retrieved from <https://acor.org.au/wp-content/uploads/2024/06/240603-ACOR-battery-fire-survey-summary.pdf>

Australian Fashion Council. [2024]. *Roadmap to clothing circularity*. Seamless. Retrieved from <https://www.seamlessaustralia.com/news/roadmap-to-clothing-circularity>

Axio, I., Lucas, D., Boland, A.-M., Muller, C., Heinrich, K., & Allan, M. [2023]. *Options for improved waste management*. AgriFutures. Retrieved from <https://agrifutures.com.au/product/options-for-improved-waste-management/>

Battery Stewardship Council. [2024]. *Positive Charge 2023-24 Report*. Retrieved from <https://bcycle.com.au/wp-content/uploads/2024/12/250-003-B-cycle-Positive-Charge-Report-2024-v8-20241202.pdf>

Cavanough, E., & Tai, L. [2021]. *Capitalising on the lithium-ion waste resource challenge in South Australia*. Green Industries SA. Retrieved from <https://www.greenindustries.sa.gov.au/resources/lithium-ion-battery-recycling-opportunities-in-sa-2021->

Chen, W.-S., & Ho, H.-J. [2018]. Recovery of Valuable Metals from Lithium-Ion Batteries NMC Cathode Waste Materials by Hydrometallurgical Methods. *Metals*.

Circle Economy Foundation. [2024]. *The Circularity Gap Report: Textiles*. Retrieved from <https://www.circularity-gap.world/textiles>

Commonwealth of Australia. [2017]. *National Food Waste Strategy: Halving Australia's food waste by 2030*. Retrieved from <https://www.agriculture.gov.au/sites/default/files/documents/national-food-waste-strategy.pdf>

Conference of the Parties to the Convention on Biological Diversity. [2022]. *Kunming-Montreal Global Biodiversity Framework*. United Nations Environment Programme. Retrieved August 5, 2024, from <https://www.cbd.int/doc/c/e6d3/cd1d/daf663719a03902a9b116c34/cop-15-l-25-en.pdf>

CSIRO. [2021]. *Annual Report 2020-21*. Canberra: Commonwealth of Australia. Retrieved October 29, 2024, from <https://www.csiro.au/annualreport2021>

CSIRO. [2024, May]. *If plastic manufacturing goes up 10%, plastic pollution goes up 10% – and we're set for a huge surge in production*. Retrieved from CSIRO: <https://www.csiro.au/en/news/all/articles/2024/april/plastic-manufacturing-and-pollution>

Department for Industry, Innovation and Science. [2023]. *South Australia's Advanced Manufacturing Strategy*. Adelaide: Government of South Australia. Retrieved from <https://statedevelopment.sa.gov.au/file/downloads/south-australias-advanced-manufacturing-strategy-2023>

Department for Infrastructure and Transport. [n.d.]. *Sustainable Procurement*. Retrieved from <https://dit.sa.gov.au/contractor-documents/sustainable-procurement>

Department of Climate Change, Energy, the Environment and Water. [2021]. *State of the Environment 2021*. Canberra: Department of Climate Change, Energy, the Environment and Water. Retrieved September 30, 2024, from <https://soe.dcceew.gov.au/biodiversity/introduction>

Department of Climate Change, Energy, the Environment and Water. [2022, October 21]. *Agreed Communiqué: Environment Ministers Meeting*. Retrieved September 25, 2024, from Department of Climate Change, Energy, the Environment and Water: <https://www.dcceew.gov.au/sites/default/files/documents/emm-communique-21-oct-2022.pdf>

Department of Climate Change, Energy, the Environment and Water. [2023a, November 10]. *Agreed Communiqué: Environment Ministers Meeting*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/emm-communique-10-nov-2023.pdf>

Department of Climate Change, Energy, the Environment and Water. [2023b]. *Australian National Greenhouse Factors*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/national-greenhouse-account-factors-2023.pdf>

Department of Climate Change, Energy, the Environment and Water. [2023b]. *Australia's National Greenhouse Accounts*. Retrieved from <https://greenhouseaccounts.climatechange.gov.au/>

Department of Climate Change, Energy, the Environment and Water. [2023c, November]. *Minister's Priority List 2023-24*. Retrieved from <https://www.dcceew.gov.au/environment/protection/waste/product-stewardship/ministers-priority-list-23-24#clothing-textiles>

Department of Climate Change, Energy, the Environment and Water. [2023d, June 9]. *Agreed Communiqué: Environment Ministers Meeting*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/emm-communique-09-june-2023.pdf>

Department of Climate Change, Energy, the Environment and Water. [2023e]. *Wired for Change: Regulation for small electrical products and solar photovoltaic systems waste*. Retrieved from <https://consult.dcceew.gov.au/regulation-small-electrical-products-solar-pv>

Department of Climate Change, Energy, the Environment and Water. [2024a, June 21]. *Agreed Communiqué: Environment Ministers Meeting*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/emm-communique-21-june-2024.pdf>

Department of Climate Change, Energy, the Environment and Water. [2024b]. *Circular Economy Ministerial Advisory Group: Final report*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/circular-advantage-final-report-cemag.pdf>

Department of Climate Change, Energy, the Environment and Water. [2024c]. *Environment Ministers Meeting Communiqué: 10 December 2024*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/emm-communique-10-dec-2024.pdf>

Department of Climate Change, Energy, the Environment and Water. [2024d]. *Net Zero*. Retrieved September 25, 2024, from Department of Climate Change, Energy, the Environment and Water: <https://www.dcceew.gov.au/climate-change/emissions-reduction/net-zero>

Department of Climate Change, Energy, the Environment and Water. [2024e]. *Reducing Australia's food waste*. Retrieved from <https://www.dcceew.gov.au/environment/protection/waste/food-waste>

Department of Climate Change, Energy, the Environment and Water. [2024g]. *Australia's Circular Economy Framework*. Retrieved from <https://www.dcceew.gov.au/sites/default/files/documents/australias-circular-economy-framework.pdf>

Department of Climate Change, Energy, the Environment and Water. [2025, February]. *Harmonising action on problematic and unnecessary plastics*. Retrieved from <https://www.dcceew.gov.au/environment/protection/waste/plastics-and-packaging/harmonising-action-problematic-unnecessary-plastics>

Department for Energy and Mining. [n.d.]. *Leading the Green Economy*. Retrieved February 17, 2025, from <https://www.energymining.sa.gov.au/industry/hydrogen-and-renewable-energy/leading-the-green-economy>

Department for Energy and Mining. [n.d.]. *Our electricity supply and market*. Retrieved from <https://www.energymining.sa.gov.au/consumers/energy-grid-and-supply/our-electricity-supply-and-market>

Department of Environment and Science, Queensland. [2021]. *Energy from Waste Policy Queensland*. Retrieved from https://www.qld.gov.au/__data/assets/pdf_file/0020/118433/energy-from-waste-policy.pdf

Department of Environment and Water. [2024]. *South Australia's Net Zero Strategy 2024-2030*. Department of Environment and Water. Retrieved from Department of Environment and Water: <https://cdn.environment.sa.gov.au/environment/docs/SA-Net-Zero-Strategy-WEB.pdf>

Ellen MacArthur Foundation. [2020]. *Financing the circular economy - Capturing the opportunity*. Retrieved from <https://emf.thirdlight.com/file/24/Om5sTEKOn0YUK.Om7xpOm-gdwc/Financing%20the%20circular%20economy%20-%20Capturing%20the%20opportunity.pdf>

Ellen MacArthur Foundation. [2021]. *Completing the picture: How the circular economy tackles climate change*. Retrieved from Ellen MacArthur Foundation: <https://www.ellenmacarthurfoundation.org/completing-the-picture>

Ellen MacArthur Foundation. [2022a, June 7]. *An introduction to circular design*. Retrieved from Ellen MacArthur Foundation: <https://www.ellenmacarthurfoundation.org/news/an-introduction-to-circular-design>

Ellen MacArthur Foundation. [n.d.]. *What is a circular economy?* Retrieved February 28, 2025, from Ellen MacArthur Foundation: <https://www.ellenmacarthurfoundation.org/topics/circular-economy-introduction/overview>

Environment Protection Authority. [2023]. *South Australia State of the Environment Summary Report 2023*. Adelaide: Environment Protection Authority. Retrieved from <https://soe.epa.sa.gov.au/files/documents/SOER-Summary-Report.pdf>

Environment Protection Authority. [2024]. *Beyond recycling: Moving SA towards a circular economy*. Retrieved from https://ehq-production-australia.s3.ap-southeast-2.amazonaws.com/25e8b4ddbceb5acbb6c10f1721008e34cdfac300/original/1726787708/8462af7ddb6430ac3914c992baba4ab2_Beyond_Recycling___Moving_SA_towards_a_more_circular_economy.pdf

Food Innovation Australia Limited. [2021]. *National food waste strategy feasibility study - Final report and Appendices*. FIAL. Retrieved from <https://www.fial.com.au/sharing-knowledge/food-waste>

FoodBank. [2024]. *Foodbank hunger report 2024*. Retrieved from <https://reports.foodbank.org.au/foodbank-hunger-report-2024/>

Gbor, N., & Chollet, O. [2024]. *Textiles waste in Australia*. The Australia Institute.

Government of South Australia. [2022]. *Carbon Farming Roadmap for South Australia*. Retrieved from https://pir.sa.gov.au/__data/assets/pdf_file/0007/428893/carbon-farming-roadmap.pdf

Government of South Australia. [2023]. *South Australian Economic Statement*. Retrieved from <https://www.premier.sa.gov.au/south-australian-economic-statement>

Green Building Council Australia. [2023]. *Circular economy in South Australia's built environment - Action Plan*. Retrieved from https://gbca-web.s3.amazonaws.com/media/documents/circular-economy-in-south-australias-built-environment_hz3JVD8.pdf

Green Industries SA. [2021]. *SA Organics Sector Analysis Summary*. Adelaide: Green Industries SA. Retrieved from <https://www.greenindustries.sa.gov.au/resources/sa-organics-sector-analysis-summary-2021->

Green Industries SA. [2024]. *Circular Economy Resource Recovery Report 2022-23*. Retrieved from <https://www.greenindustries.sa.gov.au/resources/circular-economy-resource-recovery-report-2022-23>

Heinrich, K., De Garis, L., & Rawson, M. [2024]. *Measuring Reuse Activity and Impacts in NSW: Executive Report*. Charitable Reuse Australia and NSW Environment Protection Authority. Retrieved from <https://www.epa.nsw.gov.au/working-together/partnerships-with-the-epa/measuring-impacts-of-reuse>

Infrastructure Australia. [2024]. *Embodied Carbon Projections for Australian Infrastructure and Buildings*. Retrieved from <https://www.infrastructureaustralia.gov.au/reports/embodied-carbon-projections-australian-infrastructure-and-buildings>

KPMG. [2020]. *Potential economic pay-off of a circular economy for Australia*. KPMG. Retrieved from <https://kpmg.com/au/en/home/insights/2020/05/potential-economic-pay-off-circular-economy-australia.html>

Local Government Association SA. [n.d.]. *Sustainable Procurement*. Retrieved from LGA Procurement: <https://www.lga.sa.gov.au/lgaprocurement/for-councils/sustainable-procurement>

Miatto, A., Emami, N., Goodwin, K., West, J., Taskhiri, S., Wiedmann, T., & Schandl, H. [2024]. *A comprehensive material flow account for the Australian economy to support the assessment of Australia's progress towards a circular economy*. CSIRO Australia. Retrieved from <https://research.csiro.au/circulareconomy/material-flow-report/>

Mitchell, P., Strandgard, M., & Singh, T. [2024]. *End-of-Life Timber Vineyard Post Numbers and Volume*. University of the Sunshine Coast. Retrieved from <https://research.usc.edu.au/esploro/outputs/report/End-of-Life-Timber-Vineyard-Post-Numbers-and/991079398802621>

NABERS. [n.d.]. *NABERS Embodied Carbon*. Retrieved from NABERS: <https://www.nabers.gov.au/ratings/our-ratings/nabers-embodied-carbon>

Raillard, J.-P. [2021]. Repair, reuse and job creation. *Field Actions Science Reports* [23][23], 82-87. Retrieved from <https://journals.openedition.org/factsreports/6709>

Rawtec. [2022]. *C&I waste audit of metropolitan South Australia: Public Report [2022]* - Prepared for Green Industries SA. Retrieved from <https://www.greenindustries.sa.gov.au/resources/ci-waste-audit-metro-sa-public-report-2022>

Schandl, H., Walton, A., Okelo, W., Kong, T., Boxall, N., Terhorst, A., & and Porter, N. [2024]. *Australia's comparative and competitive advantages in transitioning to a circular economy*. A Report to the Office of the Chief Scientist. CSIRO, Australia. Retrieved from https://www.chiefscientist.gov.au/sites/default/files/2024-04/23-00596_ENV_REPORT_AustraliasComparativeAndCompetitiveAdvantages_WEB_240404.pdf

Seamless. [2024, November 13]. *National Clothing Benchmark*. Retrieved from Seamless Australia: <https://www.seamlessaustralia.com/news/benchmarking-data-tells-the-story-of-what-happens-to-our-clothes>

State Planning Commission. [2024]. *Greater Adelaide Regional Plan Summary*. Retrieved from https://plan.sa.gov.au/__data/assets/pdf_file/0005/1407389/GARP-Summary.pdf

Stockholm Convention. [2024]. *All POPs listed in the Stockholm Convention*. Retrieved from Stockholm Convention on Persistent Organic Pollutants [POPs]: <https://www.pops.int/TheConvention/ThePOPs/AllPOPs/tabid/2509/Default.aspx>

The Guardian. [2024, September 29]. *Burning rubbish to create energy could end landfills. But some worry where Australia's new path is leading*. Australia. Retrieved from <https://www.theguardian.com/environment/2024/sep/29/burning-rubbish-to-create-energy-could-end-landfills-but-some-worry-where-australias-new-path-is-leading>

Therapeutic Goods Administration. [2024]. *Changes to the regulation of vapes*. Retrieved from <https://www.tga.gov.au/products/unapproved-therapeutic-goods/vaping-hub/changes-regulation-vapes>

Trellis Technologies. [2019]. *Green Industries South Australia - Emission Factor Review*. prepared for Green Industries SA.

United Nations. [2024]. *The Sustainable Development Goals Report 2024*. United Nations. Retrieved August 5, 2024, from <https://unstats.un.org/sdgs/report/2024/The-Sustainable-Development-Goals-Report-2024.pdf>

United Nations Environment Programme. [2021]. *UNEP Food Waste Index Report 2021*. Nairobi: UNEP. Retrieved from <https://www.unep.org/resources/report/unep-food-waste-index-report-2021>

- United Nations Environment Programme. [2024a]. *Global Resources Outlook 2024: Bend the Trend – Pathways to a liveable planet as resource use spikes*. Nairobi: International Resource Panel. Retrieved August 5, 2024, from <https://www.unep.org/resources/Global-Resource-Outlook-2024>
- United Nations Environment Programme. [2024b]. *Global Waste Management Outlook 2024: Beyond an age of waste – Turning rubbish into a resource*. Nairobi: United Nations Environment Programme. Retrieved August 5, 2024, from <https://www.unep.org/resources/global-waste-management-outlook-2024>
- Valentini, L. [2023, August 4]. Sustainable sourcing of raw materials for the built environment. *Science Direct*. doi:<https://doi.org/10.1016/j.matpr.2023.07.308>
- Webster, A. [2023, September 22]. *Low-cost recycling technology for solar PV*. Retrieved from ARENAWIRE: <https://arena.gov.au/blog/low-cost-recycling-technology-for-solar-pv/>
- World Business Council for Sustainable Development. [2024]. *Global Resources Outlook 2024: Implications for Business*. World Business Council for Sustainable Development. Retrieved August 5, 2024, from https://www.wbcsd.org/wp-content/uploads/2024/07/Global-Resources-Outlook-2024-Implications-for-Business_business-brief.pdf
- World Meteorological Organization. [2024]. *State of the Global Climate 2023*. Geneva: World Meteorological Organization. Retrieved August 5, 2024, from <https://library.wmo.int/idurl/4/68835>
- Wu, S., Kaden, N., & Dröder, K. [2023]. A Systematic Review on Lithium-Ion Battery Disassembly Processes for Efficient Recycling. *Batteries*.
- Zero Waste Europe. [2021]. *The EU is clear: Waste-To-Energy incineration has no place in the sustainability agenda*. Retrieved from Zero Waste Europe: <https://zerowasteurope.eu/2021/05/wte-incineration-no-place-sustainability-agenda/>
- Zhao, Y., Ruether, T., Bhatt, A. I., & Staines, J. [2021]. *Australian landscape for lithium-ion battery recycling and reuse in 2020*. Retrieved from <https://publications.csiro.au/publications/publication/Plcsiro:EP208519>



**Government
of South Australia**

Green Industries SA

Item No: 15.2

Subject: **HARMFUL ALGAL BLOOM – DELEGATION TO CANBERRA**

Summary

The current harmful algal bloom along the South Australian coast has caused significant environmental degradation, economic disruption, and growing public health concern.

This event is not isolated, nor is it an anomaly. It is a clear signal of the growing vulnerability of our coastal environments to climate change, pollution, and under-resourced marine management frameworks.

Advocating for federal support is crucial to ensure affected communities receive the resources and coordinated response needed to address both the immediate and long-term impacts of the algal bloom crisis. Engagement with the Federal Government can help secure comprehensive funding, scientific expertise, and policy interventions.

This report seeks Council's approval for Mayor Wilson to participate in a delegation to Canberra to advocate for increased Federal government support.

Recommendation

That Council:

- 1. approves Mayor Wilson to participate in a delegation of Mayors and industry experts to Canberra from 28 to 29 August 2025 to advocate for stronger support from the Federal government in relation to the harmful algal bloom being experienced on the South Australia coast;**
 - 2. approves Mayor Wilson to be a party signatory to the Proposal for Federal Government Action on the South Australia Algal Bloom Crisis to be submitted to the Federal Government prior to the delegation to Canberra; and**
 - 3. covers the travel and accommodation costs associated with the delegation to Canberra.**
-

Background

A marine heatwave (MHW) has been affecting southern Australia since September 2024.

Parts of South Australia have been affected by the microalgae bloom, *Karenia mikimotoi* since March 2025, threatening coastal ecosystems, and impacting tourism, fishing and aquaculture industries.

This is a dynamic situation as the bloom travels depending on weather and water conditions and the impact can therefore be unpredictable. Nothing can be done to dilute or dissipate the bloom.

Similar outbreaks around the world have generally lasted between a week to several months depending on wind, rain and ocean temperature fluctuations.

Report

Minister for the Environment and Water, Murray Watt and the Minister for Agriculture, Fisheries and Forestry, Julie Collins MP have jointly announced a package of \$14 million to combat the effects of this current event and prepare for future events. This package focuses on four priority areas: science and research, business assistance, community awareness and support, and clean-up efforts. This announcement has been matched by the South Australian Government, taking the total investment into addressing this crisis to \$28 million.

However, the Federal government has stopped short of declaring a natural disaster to unlock additional funding and resources for longer-term support for the communities and industries most impacted by this disaster.

Attention needs to be raised on this issue from a national perspective. Affected councils need to send a cohesive and collaborative delegation to Canberra, with scientists from universities, and locals from respective regions.

Mayor Wilson has initiated community vigils at Brighton and Glenelg beaches to be held on Saturday 9 August to provide the community with an opportunity to express their grief for the loss of marine life. Further, the Mayor has garnered support from Adelaide Metropolitan Coastal council Mayors and some regional councils to bring greater attention to this crisis.

It is proposed that Mayor Wilson lead a delegation of council Mayors and relevant experts to Canberra to meet with members of Parliament and Senators, heads of the relevant departments (including Agriculture, Environment, Trade, Prime Minister and Cabinet and Treasury), climate related agencies and Canberra media.

A working group has been formed and currently consists of:

- Mayor Holmes-Ross, LGA SA President
- Mayor Wilson, City of Holdfast Bay
- Mayor Boan, City of Port Adelaide Enfield
- Mayor Pengilly, Kangaroo Island Council
- Mayor Mislov, City of Port Lincoln
- Mayor Stone, Whyalla City Council
- Acting Mayor Carruthers, Yorke Peninsula Council
- Ms Alison Lloyd-Wright, Chair, Seafood Industry South Australia
- Mr Shaun De Bruyn, CEO, Tourism Industry Council SA
- Professor Charlie Huveneers, Director, Marine and Coastal Research Consortium, Flinders University
- Mr Stefan Andrews, Marine Biologist / Filmmaker, Great Southern Reef Foundation
- Dr Zoe Doubleday, Senior Research Fellow, University of South Australia

- Ms Georgina Wood, Early Career Australian Research Council Fellow, Flinders University
- Mr Ian Smith, Director, Bespoke Approach.

In addition, interest is being sought for representatives from interstate councils within the Great Southern Reef region.

The delegation group has tentatively been named the 'Great Southern Reef Harmful Algal Bloom Delegation' and will be formed pending approvals from individual Councils.

To support the delegation, a Proposal for Federal Government Action on the South Australian Algal Bloom Crisis has been developed. The Proposal outlines the objectives of the delegation, along with recommended actions to be taken by the Federal government. A draft Proposal, which is currently under review amongst the working group, is attached for information.

Refer Attachment 1

Budget

Flights and accommodation are estimated to be \$1,600.

Life Cycle Costs

Not applicable

Strategic Plan

Our Holdfast 2050+ - A city, economy and community that is resilient and sustainable.
Environment Strategy 2020-2025 – Our Coast – Promoting a healthy coastal system through measures to support the coast's adaptability to climate change, protect our dunes and beaches, and improve marine water quality.

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Assistant to the Mayor

Mayor: Ms A Wilson

Attachment 1

Proposal for Federal Government Action on the South Australian Algal Bloom Crisis

Submitted by: Coastal Mayors of South Australia

Date: ...

Executive Summary

The recent harmful algal bloom along the South Australian coast—has caused significant environmental degradation, economic disruption, and growing public health concern.

This event is not isolated, nor is it an anomaly. It is a clear signal of the growing vulnerability of our coastal environments to climate change, pollution, and under-resourced marine management frameworks.

We, the undersigned coastal mayors, jointly call on the Federal Government to recognise this event as a national disaster and to commit to an urgent, coordinated national response.

Objectives of the Canberra Delegation

- Objective 1:

To advocate for the development and implementation of a new legislative framework that recognises large-scale marine climate events—such as harmful algal blooms—as eligible to be declared a national natural disaster or national emergency. This framework should include clear mechanisms for rapid, coordinated federal support to affected industries, particularly tourism, fishing, and aquaculture, ensuring they receive timely relief, recovery funding, and long-term resilience planning in response to the escalating impacts of climate-related marine disasters.

- Objective 2:

To seek further funding for ongoing coastal environmental monitoring and baseline data collection, building on existing funding commitments made by the Australian Government and Government of South Australia. This investment would establish a permanent monitoring framework for the Great Southern Reef providing ecological baselines to measure impacts and recovery, integrating with the national observation networks.

- Objective 3:

To advocate for national coordination and leadership in the communication of accurate, science-based information to the public during marine environmental crises in coordination with state jurisdictions. This includes developing a nationally coordinated approach to counter misinformation, the spread of which may cause reputational damage to affected regions and industries. Strengthened public messaging will help protect confidence in seafood safety, support for tourism and the viability of local businesses during and after such events.

Why Federal Action Is Essential

- Environmental Consequences:

This event is creating ecosystem disruption, loss of marine life, and degradation of water quality.

- Public Health Risks:

Growing community concern regarding the public health risks of the algal event with reports of respiratory irritation and potential toxic exposure in the community.

- Economic Impacts:

There is an increasing economic impact with the loss of beach use, events, tourism visitation, and commercial confidence impacting businesses and having the potential of significantly impacting sectors of the economy.

- Climate Lens:

This event exemplifies the frontline impacts of climate change on coastal communities—requiring scalable, national investment.

Recommendations

We recommend that the Prime Minister and relevant federal ministers:

1. Meet with the coastal mayoral delegation as a matter of urgency.
2. Declare the algal bloom a national disaster requiring federal coordination.
3. Establish a National Coastal and Marine Resilience Fund for local governments to respond to current and future events.

Conclusion

The challenges facing South Australia's coastline today are a preview of what many Australian communities may face tomorrow. We are ready to work in partnership with the Commonwealth to protect our coasts, support our communities, and ensure science leads the way.

But we cannot do this alone.

Signed:

[Name], Mayor of Holdfast Bay

[Name], Mayor of [Other Council]

[Continue list]

Item No: 15.3

Subject: **UNNAMED LANEWAY, KINGSTON PARK – CHANGES TO ROAD ACCESS ARRANGEMENTS**

Summary

At the Council meeting on 10 June 2025, Council authorised the undertaking of public consultation for the closure of the unsealed unnamed public laneway between Strickland Road and Seaview Avenue in Kingston Park in accordance with Section 32(1) of the Road Traffic Act 1961.

During the public consultation, from 25 June to 26 July 2025, Administration received three written submissions regarding the proposed road closure.

This report presents all the submissions to the Council for due consideration in accordance with section 32(2) of the *Road Traffic Act 1961*; and recommends that the Council proceeds with the road closure pursuant to section 32(1) of the *Road Traffic Act 1961*.

Recommendation

That Council:

1. **having given due consideration to all written submissions made with respect to the proposal, now resolves in accordance with Section 32(1) of the *Road Traffic Act 1961* (SA) to close the unsealed unnamed public laneway between Strickland Road and Seaview Avenue in Kingston Park, South Australia (as set out in Annexure 1 to the report with respect to this item of business) to all vehicles from 15 August 2025 until further resolution of Council for the purpose of rationalising the flow and impact of traffic;**
2. **authorises and directs the Chief Executive Officer to cause notice of the closure to:**
 - 2.1 **be published in ‘The Advertiser’ (as set out in Annexure 4 to the report);**
 - 2.2 **be given by post to each ratepayer of land immediately abutting the portion of the road the subject of the proposed closure (as set out in Annexure 3 to the report);**
 - 2.3 **be published on the Council’s internet website;**
 - 2.4 **be published in the Council’s e-newsletter;**
 - 2.5 **be made available at Council’s offices; and**

3. **authorises the Chief Executive Officer to carry out (or cause to be carried out) any roadworks necessary to give effect to the closure, and to install, maintain, alter, operate or remove (or cause to be installed, maintained, altered, operated or removed) any traffic control device necessary to give effect to the closure, for and on behalf of the Council.**
-

Background

At the Council meeting on 10 June 2025, Council authorised the undertaking of public consultation for the closure of the unsealed unnamed public laneway between Strickland Road and Seaview Avenue in Kingston Park in accordance with Section 32(1) of the Road Traffic Act 1961.

During the public consultation, from 25 June to 26 July 2025, Administration received three written submissions regarding the proposed road closure.

A map of the laneway which is proposed to be closed is set out in Attachment 1 to this report.
Refer Attachment 1

Report

Pursuant to the Council's resolution made with respect to this matter on 10 June 2025, Council's administration has undertaken public consultation via the following methods:

- by notice published in the Advertiser on 25 June 2025;
- by notice sent by post to each ratepayer of land immediately abutting the portion of the road the subject of the proposed closure and dated 25 June 2025;
- by notice published on the Council's website on 25 June 2025; and
- by notice available at Council's offices.

As notice was given more than one month ago, the Council may now proceed to making a resolution to close the road under section 32(1) of the *Road Traffic Act 1961* (RT Act), provided however that the Council first gives due consideration to all written submissions made on the proposal that have been received by the Council to date, as required by section 32(2) of the RT Act.

Administration has received three (3) written submissions regarding the proposed closure. Copies of all submissions are included at Attachment 2.

Refer Attachment 2

The key considerations from these submissions are outlined below:

- Expression of support for:
 - The proposed plan to close the north-south laneway to vehicular traffic, ensuring it remains accessible exclusively to pedestrians.
 - The installation of bollards at appropriate entry points.
 - The continued use of the east-west section of the laneway to maintain access to adjacent private properties.
- Acknowledgement of the capital works planned for the laneway and sought clarification on the following matters:
 - The current status and anticipated progression of the capital works, which are presently on hold pending public consultation.
 - Whether the alignment and topography of the laneway have been adequately considered in relation to the adjoining private properties.
- One of the residents advised that they previously had vehicle access via a gateway from the north-south laneway. From inspection, it appears that this access was pedestrian only. Due to the planned stormwater management infrastructure, vehicular access would not be possible.

Administration considers that, after reviewing the submissions and balancing them with broader public interest, the road closure remains the most appropriate course of action. The recommendation in this report would give effect to the closure.

The recommendation also:

- authorises and directs the CEO to give notice of the closure as required under section 32(6) of the RT Act – included as Attachment 3 and Attachment 4; and
- to avoid any doubt, expressly authorises the CEO to undertake any necessary roadworks and installation, maintenance, alteration, operation, or removal of traffic control devices (e.g. bollards, signs) which may be necessary to give effect to the closure.

Refer Attachments 3 and 4

Budget

All costs associated with this recommendation are within the current project budget.

Life Cycle Costs

Materials have been selected with long-term considerations and Financial and Asset Management Plans will be updated following construction.

Strategic Plan

Statutory compliance

Council Policy

Council Community Consultation and Engagement Policy

Statutory Provisions

Road Traffic Act 1961 (SA), section 32

Local Government Act 1999, section 212

Written By: Senior Project Manager Infrastructure Delivery, Engineering

General Manager: Assets and Delivery, Ms C Hughes

Attachment 1



Attachment 2

Muni Krishna S.R.

From: [REDACTED]
Sent: Saturday, 5 July 2025 2:56 PM
To: Holdfast Mail
Cc: [REDACTED]
Subject: Proposed Road Closure - Unnamed public laneway between Strickland road and Seaview road, Kingston Park

Categories: [REDACTED]

Caution: This Email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender or know the content is safe.

Hi Mr Muni Krishna,
Just a quick note, to express our support for the proposed plan, as we agree the north / south lane should be closed to vehicles (we always thought it was). Putting the bollards as show will enforce that this lane is only for pedestrian and bike use, which make sense.

We will continue to use the east west section of the laneway to access the sheds we have recently built on the property. Thanks again for all the work the laneway is looking good.

Regards

[REDACTED]
[REDACTED]
Kingston Park
[REDACTED]

Muni Krishna S.R.

From: [REDACTED]
Sent: Tuesday, 22 July 2025 5:04 PM
To: Holdfast Mail
Subject: Proposed Road Closure Unnamed Laneway between Strickland Road and Seaview Avenue, Kingston Avenue Park

Caution: This Email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender or know the content is safe.

Thank you for the opportunity to provide feedback re the Proposed Road Closure Unnamed Laneway between Strickland Road and Seaview Avenue, Kingston Park.

Access between Strickland Road and Seaview Avenue should be pedestrian access only (as suggested).

The east - west laneway must continue to have vehicle access available (as suggested).

Regards

[REDACTED]



From: [REDACTED]
Sent: Wednesday, 23 July 2025 6:37 PM
To: Holdfast Mail
Subject: Proposed Road Closure- Unnamed public lane way between Strickland Road and Seaview Avenue

Caution: This Email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender or know the content is safe.

Dear Council,

We thank you for the opportunity to comment on the proposed closure of the unnamed public laneway between Strickland Road and Seaview Avenue, Kingston Park, as outlined in your correspondence dated 24 June 2025 (ECM Doc ID: 5190655). We respectfully provide the following observations and requests for consideration:

1. No Objection to Pedestrian & Bicycle-Only Access from Burnham Road and Seaview Avenue

- We support the proposal to restrict access from Burnham Road and Seaview Avenue to pedestrians and bicycles only.
- We confirm we have no objection to vehicle access being excluded at these points.

2. Historical Vehicle Access from the North–South Laneway

- Our property at [REDACTED] previously had vehicle access via a gateway from the north–south laneway.
- Although the gateway was removed due to its condition, we have previously used it for deliveries and service access, particularly given the steep gradient and challenging topography of our site.
- We wish to retain the option to reinstate this access in the future and object to any proposal that would permanently preclude such use.

3. East–West Laneway and Barton Avenue Access

- The east–west laneway from Barton Avenue historically aligned at a level grade with the boundary of our property, providing access options which have been useful given the steep incline of our garden and site.

- Recent council works have altered this alignment and appear incomplete. We request Council to:
 - o Maintain or restore the original grade level,
 - o Ensure continued vehicular access from Barton Avenue to the lower portion or side of our property boundary,
 - o Recognise the importance of this for accessibility in the context of our property's usability and potential future subdivision.

4. Current Works, Timeline and Security Concerns

- We acknowledge the value of the stormwater management and associated improvement works currently being undertaken and appreciate Council's investment in this area.
- However, we respectfully request an update on the expected completion timeline. It appears that work has stalled in recent months, and we are unable to erect fencing until these works are finalised.
- The lack of fencing has raised serious security concerns. In May, SA Police attended our property via the unfenced laneway in response to a report of a potential intruder from another neighbour.
 - o While our front is open, the side laneway is more secluded, and therefore more likely to be used for unlawful entry.
 - o We are unable to secure our boundary without clarity on the finalised ground level and laneway configuration. Installing a fence prematurely may lead to damage and potential liability issues impacted by the future work to be completed by your contractor.

We believe that the above points demonstrate our commitment to working collaboratively while ensuring the long-term accessibility, security, and value of our property. We welcome continued engagement with Council and look forward to receiving an update on the anticipated timeline for project completion.

Yours sincerely,

[REDACTED]

[REDACTED]

Kingston Park SA 5049

Attachment 3

[TO BE ENGROSSED ON CITY OF HOLDFAST BAY LETTERHEAD]

15 August 2025

[Insert Name]

[Insert Address]

[Insert Address]

Dear [Insert Name]

Road Closure – Unnamed public laneway between Strickland Road and Seaview Avenue, Kingston Park

On 12 August 2025, the City of Holdfast Bay resolved pursuant to Section 32 of the *Road Traffic Act 1961* to close a road, known as an unnamed public laneway that runs north-south between Strickland Road and Seaview Avenue, Kingston Park ('the laneway') for the purposes of rationalising the flow and impact of traffic.

As outlined in prior notices, the purpose of the road closure is to enable the undertaking of capital improvement works to address longstanding stormwater issues.

This closure is effective from 15 August 2025. A map of the closure is **enclosed** with this correspondence.

This letter is provided to you as a notice of this road closure, for the purpose of Section 32(6) of the *Road Traffic Act 1961*.

I confirm that the Council gave due regard to all written submissions received by the Council with respect to matter before resolving to proceed with the road closure.

Vehicles will continue to be able to access the separate unnamed laneway running east-west between Barton Avenue and the location of the closure.

Please contact Muni Krishna, Senior Project Manager Infrastructure Delivery, on (08) 8229 9999 or email at mail@holdfast.sa.gov.au if you wish to discuss this closure further.

Yours sincerely

Pamela Jackson

Chief Executive Officer

Encl.

CITY OF HOLDFAST BAY

Road Traffic Act 1961

Proposed Road Closure

Unnamed Laneway between Strickland Road and Seaview Avenue, Kingston Park

NOTICE is hereby given, pursuant to Section 32 of the *Road Traffic Act 1961*, that the City of Holdfast Bay has resolved to close a road, known as an unnamed public laneway that runs north-south between Strickland Road and Seaview Avenue, Kingston Park ('the laneway') for the purposes of restricting the flow and impact of traffic within the laneway and on nearby roads.

The closure takes effect on 15 August 2025 and will be effected by the use of traffic control devices placed at the northern and southern ends of the closed portion of the laneway and the laneway's intersection with another unnamed laneway that runs east-west between the laneway and Barton Avenue.

Pamela Jackson
Chief Executive Officer

Item No: 15.4

Subject: LEASE RENEWAL – ROTARY CLUB OF HOLDFAST BAY

Summary

Rotary Club of Holdfast Bay Incorporated currently holds a five-year lease over a portion of Kibby Reserve until 30 June 2023, with an option to renew for a further five years. This report seeks Council's endorsement to extend the lease for a further five years expiring 30 June 2028. The report also proposes a variation to the lease plan to include only the middle two bays of the shed, excluding the easternmost bay used by Kiwanis Club of Glenelg.

Recommendation

1. **That Council enters into an Extension of Lease with Rotary Club of Holdfast Bay Incorporated over a portion of land comprised in Certificate of Title Volume 5553 Folio 244 and known as Kibby Reserve, for a further term of five years commencing 1 July 2023, and expiring on 30 June 2028, incorporating an updated lease plan to exclude the easternmost shed bay, 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 Lease.**
-

Background

At its meeting held on 24 April 2018, Council resolved to enter into a Lease with Rotary Club of Holdfast Bay Incorporated to occupy a portion of Kibby Reserve for their exclusive use over a five-year period commencing 1 July 2018 (Resolution No. C240418/1136). Under the terms of the Lease, they were afforded a right of renewal for a further five years, which they are now requesting.

Report

Site Usage

Rotary Club of Holdfast Bay Incorporated (Club) focuses on community service and friendship, with a commitment to giving back and supporting individuals and families in need. They actively engage in local initiatives like providing emergency food relief and help for the homeless. Their section of the shed covered in this lease, which includes two roller doors and a personal access door, is largely used for storage and holding small gatherings. Fortnightly meetings for members are held offsite at Club Marion.

The western-most shed bay is currently used by City of Holdfast Bay for storage purposes for Glenelg North Community Centre. The easternmost shed has been used by Kiwanis Club of Glenelg for many years off the back of a handshake agreement. As this space currently sits

within Rotary Club of Holdfast Bay's lease plan, the Extension of Lease looks to address this by updating its Plan of Premises in Annexure A. A separate licence will be negotiated with Kiwanis for their portion of the shed at a later date.

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, but noting the removal of the shed which should not have been included). A copy of the agreement, which has already been signed by both Clubs, is provided as Attachment 1 to this report.

Refer Attachment 1

Lessor:	City of Holdfast Bay
Lessee:	Rotary Club of Holdfast Bay Incorporated
Site:	Kibby Reserve
Leased Area:	Middle two bays including personal access door of the shed located between the William Kibby Veterans Shed and Glenelg North Community Centre
Permitted Use:	Storage purposes and occasional meetings for members and invited guests of the Tenant and/or for such other lawful use as the Landlord may consent to.
Times of Use:	Exclusive use
Term of Lease Extension:	5 years
Further Renewal:	Not applicable
Commencement:	1 July 2023
Expiry:	30 June 2028
Annual Rent:	\$88.39 plus GST per annum
Rent Review:	CPI (Adelaide – All Groups) on the anniversary of the commencement including upon renewal
Outgoings:	Building Insurance

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 \$88.39 per annum as of 1 July 2023 is noted as Attachment 2 of this report. At the time of writing this report, CPI data required to calculate rent payable from 1 July 2025 has not been released, but will be administered in due course.

Refer Attachment 2

Recovery of Outgoings

Following the transition of Glenelg North Community Centre back to Council management in December 2023, electricity has not been recharged. Although the shed has a meter separate to the community centre, it does not separate services across the three user groups within this space. Given the usage relative to the Community Centre is estimated to be minimal,

particularly given the site is supported by solar panels, this cost will continue to be absorbed by Council.

Council Administration understands the premises is not supported by either gas or water feeds. Building insurance premiums have and will continue to be passed on to the Club.

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, the Club was able to demonstrate compliance across most items, including being up to date with payments and having provided copies of various governance documents. A summary is provided as Attachment 2 of this report. Overall, the risk is considered low, and it is recommended that the extension is granted.

Refer Attachment 2

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

Electricity costs for the extended site over the past 12 months total \$3,722.82, however this overwhelmingly relates to the operation of Glenelg North Community Centre. Council Administration does not have access to the premises and therefore does not perform any maintenance within this space. Over the life of this lease there is no capital expenditure planned.

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

Kibby Reserve, Glenelg North

City of Holdfast Bay

Rotary Club of Holdfast Bay Incorporated

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA 5000
GPO Box 639, Adelaide SA 5001
www.normans.com.au

T +61 8 8210 1200

DATE

PARTIES

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

Glenelg North Community Garden Incorporated of Kibby Reserve, Glenelg North SA 5048 (**Lessee**)

BACKGROUND

- A. The Council has granted the Lease over the Premises to the Lease.
- 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 \$88.39 per annum (exclusive of GST) (subject to review).

3. **LEASED AREA**

- 3.1 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, being the middle two bays of the shed.

4. **MISCELLANEOUS**

4.1 **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).

4.2 **Further acts**

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

4.3 **Governing law**

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

Schedule

Item 1

Effective Date

1 July 2023

Item 2

Lease

Lease between the Council and the Lessee undated commencing on 1 July 2018 and expiring on 30 June 2023 together with one right(s) of renewal of 5 years.

Item 3

Premises

Portion of the land comprised in Certificate of Title Volume 5553 Folio 244 and known as Kibby Avenue Reserve, Glenelg North SA 5048 being the area delineated in red on the plan contained in Schedule 3 of the Lease.

Item 4

Renewed Term

A term of five (5) years commencing on 1 July 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

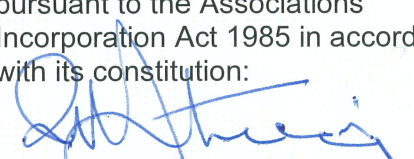
.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

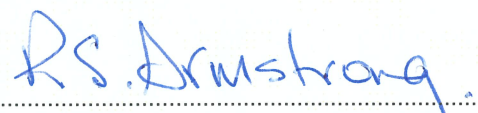
.....
Name of Chief Executive Officer (print)


Lessee

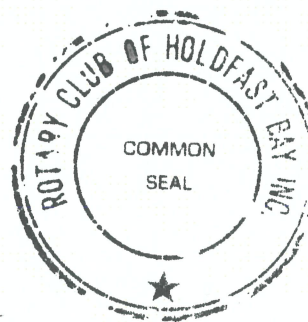
The common seal of Rotary Club of Holdfast Bay Incorporated was affixed pursuant to the Associations Incorporation Act 1985 in accordance with its constitution:


.....
Signature of President


.....
Signature of Committee Member


.....
Name (print)


.....
Name (print)



Annexure A – Plan of Premises



Attachment 2

Rental Calculations - Rotary Club of Holdfast Bay

Date	CPI Plus 2%		Preceding Qtr CPI Index	% change	Additional	Total increase
	Rent ex GST					
1/07/2018	\$	74.00	112.1			
1/07/2019	\$	75.06	113.7	1.43%	0%	1.43%
1/07/2020	\$	75.65	114.6	0.79%	0%	0.79%
1/07/2021	\$	77.76	117.8	2.79%	0%	2.79%
1/07/2022	\$	82.71	125.3	6.37%	0%	6.37%
1/07/2023	\$	88.39	133.9	6.86%	0%	6.86%
1/07/2024	\$	92.35	139.9	4.48%	0%	4.48%

Attachment 3

ESSENTIAL TERMS CHECKLIST FOR RENEWAL OF LEASE ROTARY CLUB OF HOLDFAST BAY - GLENELG NORTH COMMUNITY CENTRE PRECINCT AS AT JULY 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 of any amendment.	Confirm copy is on file and is current.	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.	Not provided, however during 2023-24 club financials show their fundraising efforts far exceeded their expenditure, increasing their cash reserves from 2022-23.
Public Liability Insurance	Certificate of Currency showing minimum \$20mil noting COHB as interested party.	Confirm CoC is on file and has not expired.	On file.
Contents and Plate Glass Insurance	Certificate of Currency for full replacement value.	Confirm CoC is on file and has not expired.	Policies covering 1993 Toyota Landcruiser and commercial catering trailer on file.
Maintenance Fund	Statement showing minimum \$7,500 pa deposited to fund maintenance.	Confirm copy provided. Blank out account numbers for security purposes.	The club has not provided evidence of a dedicated bank account. However, being a shed there isn't a great deal of maintenance required for them to do under the lease. Club has demonstrated they hold two accounts each in excess of \$7,500.
Maintenance Records	Evidence of annual inspections, service reports or invoices on 1 Jul annually.	Confirm provided.	Certificate of Compliance on file for: *Electrical Test and Tag – 25.01.2025 *Fire equipment servicing – 25.01.02025
Subleases	Do not grant any sublease without consent.	Confirmation of regular users and agreements.	It has been established there is no shared use agreement or sublease between them and Kiwanis Club of Glenelg. Leased area to be amended to reflect this.

Item No: 15.5

Subject: LEASE RENEWAL – DOVER SQUARE TENNIS CLUB

Summary

Dover Square Tennis Club Incorporated currently holds a five-year licence over a portion of 44-46 Folkestone Road, South Brighton until 30 June 2023, with an option to renew for a further five years. This report seeks Council's endorsement for a licence extension for the further five-years expiring 30 June 2028, together with a variation of their licenced area to exclude Lou Kesting Hall effective 1 December 2025, and otherwise on the same terms and conditions.

Recommendation

1. **That Council enters into an Extension of Licence with Dover Square Tennis Club Incorporated over a portion of land comprised in Certificate of Title Volume 5558 Folio 563 and Volume 5805 Folio 398 known as 44-46 Folkestone Road, South Brighton, for a further term of five years commencing 1 July 2023, and expiring on 30 June 2028, together with a variation of their licenced area to exclude Lou Kesting Hall effective 1 December 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

At its meeting held on 24 April 2018, Council resolved to enter into a licence with Dover Square Tennis Club (the Club) to occupy a portion of 44-46 Folkestone Road, South Brighton for their non-exclusive use over a five-year period commencing 1 July 2018 (Resolution No. C240418/1139). Under the terms of the Licence, the Club was afforded a right of renewal for a further five years, which it is now requesting.

Report

Site Usage

Dover Square Tennis Club, established in 1932, is a community-focused club affiliated with the Glenelg District Tennis Association. They currently have 177 participants plus 50 social members, offering introductory tennis through to junior and senior competition.

Lease Terms

Administration has prepared the Extension of Licence 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, is provided as Attachment 1 to this report.

Refer Attachment 1

Licensor:	City of Holdfast Bay
Licensee:	Dover Square Tennis Club Incorporated
Site:	44-46 Folkestone Road, South Brighton
Licensed Area:	Clubroom (exclusive use) Tennis courts (2 exclusive use, 2 community courts) Lou Kesting Hall to be handed back as of 1 Dec 2025
Permitted Use:	Tennis and tennis related activities and/or for such other lawful use as the Licensor may consent to.
Times of Use:	Tennis court lighting may be run five nights per week but must be turned off by 9:00pm as a condition of the DA.
Excluded Times:	After 5pm on Good Friday
Term of Licence:	5 years
Renewal:	No further right of renewal
Commencement:	1 July 2023
Expiry:	30 June 2028
Annual Licence Fee:	\$1,281.46 plus GST per annum
Licence Fee Review:	CPI (Adelaide – All Groups) plus an additional 2% on the anniversary of the commencement
Outgoings:	Building Insurance Electricity (direct account)

Lou Kesting Hall

Lou Kesting Hall has always been included in the licenced area, with the Club managing bookings and user groups. In recent years there have been ongoing operational challenges associated with this space, including the loss of polling booth opportunities due to a lack of DDA compliance. Additionally booking have decreased due to a lack of basic amenities such as air-conditioning. There has also been recurring complaints from a disgruntled neighbour, directed towards both the user groups and Club volunteers.

As the Club was previously only breaking even on hall management costs prior the AEC assessment for the federal election earlier this year, the current model is no longer sustainable. It is proposed the Club relinquishes this area back to Council as of 1 December 2025, enabling Council to utilise the hall for storage purposes. This would have the following benefits:

- One off saving of \$55,000 being the 2025-26 capital budget for installation of an air-conditioner and repairs of the warped timber flooring;
- Ongoing annual saving of \$8,181 for private storage costs at an Edwardstown facility. Items stored at our Seacliff storage site will be relocated to this space, freeing up a shed for our Jetty Road Christmas decorations from 1 January 2026;
- Reduced negative impact for the adjoining resident.

To ensure the user groups with current bookings are not displaced, Administration has confirmed four out of five can be accommodated at Holdfast Bay Community Centre. Another one of our Clubs has offered to accommodate the last group.

Calculation of Rent

Under the terms of the existing Licence, rent is to be reviewed annually by the change in the Consumer Price Index plus an additional 2%. 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 \$1,281.46 per annum as of 1 July 2023 is noted as Attachment 2 of this report. Note, at the time of writing this report, CPI data required to calculate rent payable from 1 July 2025 had not been released, but will be administered in due course.

Recovery of Outgoings

The Club is recharged for 100% of building insurance relating to the clubroom and court lighting and 50% of the tennis courts, with Council absorbing the cost to insure the community courts.

Water is not recharged to the Club as the majority of the usage is associated with the publicly available toilet. The Club holds an electricity account direct with an energy retailer.

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, the Club has provided all the requested documentation and is not considered to be in breach. A summary is provided as Attachment 2 of this report.

Refer Attachment 2

Summary

Dover Square Tennis Club is well governed and has a friendly committee who are always willing to work with Council. It is recommended that Council endorse this Licence and support the change in use of Lou Kesting Hall.

Budget

Revenue from this Licence 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. Converting Lou Kesting Hall to storage space would see a saving of \$63,181 (\$55,000 capital expenditure and \$8,181 ongoing annual operational expenditure).

Life Cycle Costs

Over the last 12 month Council's operational spend for this site is as follows:

Facility repairs and maintenance	\$4,400
Water	\$724
Public toilet cleaning	\$4587

The Licensee is responsible for all lighting repairs and maintenance including globe replacement.

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 Licence

44-46 Folkestone Road, South Brighton

City of Holdfast Bay

Dover Square Tennis Club Incorporated

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA 5000
GPO Box 639, Adelaide SA 5001
www.normans.com.au

T +61 8 8210 1200

DATE

PARTIES

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

Dover Square Tennis Club Incorporated of 44-46 Folkestone Road South Brighton SA 5048 (**Licensee**)

BACKGROUND

- A. The Council has granted the Licence over the Premises to the Licensee.
- B. The Licensee has requested the Council to grant to the Licensee an extension of the Licence for the Renewed Term.
- C. The Council has agreed to grant the Licensee an extension of the Licence 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.

Licence means the Licence 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 LICENCE**

- 2.1 The Licence is hereby extended for the Renewed Term upon the same terms and conditions as are expressed or implied in the Licence.
- 2.2 The Licence Fee payable by the Licensee on and from the Effective Date is \$1,281.46 per annum (exclusive of GST) (subject to review).

3. **LICENCED AREA**

- 3.1 With effect from 1 December 2025, the Licence is varied so that the plan in Annexure B of the Licence is deleted and replaced with the plan annexed hereto as Annexure A.
- 3.2 The Licensee, having relinquished it's rights over Lou Kesting Hall, being the community hall located in the north-westernmost part of the premises, will cease to be liable for requirements contained within Annexure A – Maintenance Schedule of the Licence.

4. **MISCELLANEOUS**

4.1 **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).

4.2 **Further acts**

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

4.3 **Governing law**

- 4.3.1 This agreement is governed by the law in South Australia.

4.3.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

Schedule

Item 1

Effective Date

1 July 2023

Item 2

Licence

Licence between the Council and the Licensee dated 20 March 2020 commencing on 1 July 2018 and expiring on 30 June 2023 together with one right(s) of renewal of 5 years.

Item 3

Premises

Portion of the land comprised in Certificate of Title Volume 5558 Folio 563 and Volume 5805 Folio 398 known as 44-46 Folkestone Road, South Brighton SA 5048 being the area delineated in red on the plan attached as Annexure A of this Extension of Licence.

Item 4

Renewed Term

A term of five (5) years commencing on 1 July 2023 and expiring on 30 June 2028

EXECUTED as an agreement dated

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)

Licensee

The common seal of Dover Square
Tennis Club Incorporated was affixed
pursuant to the Associations
Incorporation Act 1985 in accordance
with its constitution:


.....
Signature of President


.....
Signature of Committee Member

PAUL HODGSON.
.....
Name (print)

NARELLE HODGSON
.....
Name (print)



Annexure A – Plan of Premises



Excluded Area – Public Toilets, Lou Kesting Hall and associated Kitchenette (marked in yellow)

Attachment 2

Rental Calculations - Dover Square Tennis Club

Date	Rent ex GST	Preceding Qtr CPI Index	% change	Additional	Total increase
1/07/2018	\$ 975.00	112.1			
1/07/2019	\$ 1,008.42	113.7	1.43%	2%	3.43%
1/07/2020	\$ 1,036.57	114.6	0.79%	2%	2.79%
1/07/2021	\$ 1,086.24	117.8	2.79%	2%	4.79%
1/07/2022	\$ 1,177.13	125.3	6.37%	2%	8.37%
1/07/2023	\$ 1,281.46	133.9	6.86%	2%	8.86%
1/07/2024	\$ 1,364.51	139.9	4.48%	2%	6.48%

Attachment 3

ESSENTIAL TERMS CHECKLIST FOR LEASE RENEWAL DOVER SQUARE TENNIS CLUB AS AT JULY 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 of any amendment.	Confirm copy is on file and is current.	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 \$20mil noting COHB as interested party.	Confirm CoC is on file and has not expired.	Provided.
Contents Insurance	Certificate of Currency for full replacement value of plant, equipment and belongings.	Confirm CoC is on file and has not expired.	Provided.
Maintenance Records	Evidence of annual inspections/servicing annually by 1 July.	Confirm copies of invoices, service reports and maintenance expenditure on file.	Detailed list of maintenance performed over past 12 months provided.
Subleases	Do not grant any sublease without consent.	Confirmation of regular users and agreements.	Nil.

Item No: 15.6

Subject: LEASE RENEWAL – BRIGHTON RUGBY CLUB

Summary

Brighton Rugby Union Football Club currently holds a five-year lease over a portion of Brighton Oval until 17 June 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 expiring 17 June 2030.

Recommendation

1. **That Council enters into an Extension of Lease with Brighton Rugby Union Football Club Incorporated over a portion of land comprised in Certificate of Title Volume 5748 Folio 561 and Volume 5750 Folio 187 known as Brighton Oval, for a further term of five years commencing 18 June 2025, and expiring on 17 June 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 10 March 2020, Council resolved to enter into a lease with Brighton Rugby Union Football Club to exclusively occupy a newly constructed clubroom along the Brighton Road section of Brighton Oval. The initial term was for a period of five years commencing 18 June 2020 (Resolution No. 250619/1523). Under the terms of the Lease, they were afforded a right of renewal for a further five years expiring 17 June 2030, which it is now requesting.

Council is currently also working with Brighton Sports and Social Club, and Brighton Lacrosse Club to finalise lease renewals at neighbouring sites. This is pending final review of governance documentation and release of CPI data, which has not yet been published at the time of writing this report.

Report

Site Usage

Brighton Rugby Club is a prominent and successful club with strong junior development, multiple senior teams and a rich history of premierships. The club is affiliated with Rugby SA and fields numerous teams across various age groups from Under 7s to Under 18s, a women's team, and multiple senior men's teams. The club leverages their excellent facilities by hiring out their clubroom which incorporates a function space, bar and commercial kitchen.

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 17 June 2030 and 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 Rugby Union Football Club Incorporated
Site:	Brighton Oval
Leased Area:	Clubroom Rugby oval (non-exclusive use)
Permitted Use:	The provision of community recreational rugby, touch rugby, hiring of the Premises and the Rugby Field or such other use or uses as the Landlord may consent to.
Times of Use:	Clubroom – exclusive use Rugby oval – during official training times as approved by the Landlord and during Rugby SA fixtures and for the purposes of the Permitted Use.
Term of Lease Extension:	5 years
Renewal:	No further right of renewal
Commencement:	18 June 2025
Expiry:	17 June 2030
Annual Rent:	\$11,414.60 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 by the change in the Consumer Price Index upon renewal. The calculation of \$11,414.60 per annum as of 18 June 2025 is noted as Attachment 2 of this report.

Refer Attachment 2

Recovery of Outgoings

Building insurance, water rates and water usage are directly recharged back to the club. They hold their own electricity and gas accounts direct with an energy retailer.

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, the Club was able to demonstrate compliance across most items. A summary is provided as Attachment 3 of this report.

Refer Attachment 3

Given the significant investment Council made into the Brighton Oval Precinct Redevelopment, it is important the facilities are looked after properly so they remain in good condition now and into the future. The club has provided a number of invoices relating to building maintenance covering the past 12 months. Among these include air-conditioner servicing, carpet cleaning, fire servicing, electrical works, kitchen exhaust cleans, grease trap emptying, roller shutter service and ice machine repairs. Several items which were identified as never having been done including gutter cleaning, testing and tagging their electrical appliances. The club are now in the process of obtaining getting quotes for this work.

Although the club arranged for their financials to be independently audited in 2023, their 2024 financials were prepared by their accountants. The club was offered the option to continue to holdover, with a report to go to Council later on in the year after their 2025 financials had been audited. However, due to their financial year ending in September, they have requested for the report to not be delayed and their commitment to arrange this in due course be recognised.

Summary

Throughout the lease renewal process, the Club has demonstrated a proactive, cooperative and constructive approach, particularly notable given that Council has not actively pursued lease compliance documentation over the past five years. The Club has responded positively to requests and made timely efforts to meet all requirements. While there remain areas for improvement that will need to be addressed going forward in the lease compliance space, the Club has shown a clear understanding of the evolving expectations and responsibilities. Considering this, it is recommended that the lease renewal be granted.

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 the endorsement of this report.

Life Cycle Costs

Over the last 12 months Council has had an operational expenditure for this site totaling \$52,934 covering following areas:

Turf management and maintenance	\$35,426
Facility repairs and maintenance	\$15,370
Cleaning (public Toilets)	\$2,138

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

Brighton Rugby Union Football Club Incorporated

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA 5000
GPO Box 639, Adelaide SA 5001
www.normans.com.au

T +61 8 8210 1200

DATE

PARTIES

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

Brighton Rugby Union Football Club Incorporated (ABN 30 403 341 350) 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 \$11,414.60 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

18 June 2025

Item 2

Lease

Lease Agreement between the Council and the Lessee dated 25 June 2020 commencing on 18 June 2020 and expiring on 17 June 2025 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 5748 Folio 561 and Volume 5750 Folio 187 and known as 410-420 Brighton Road, Hove SA 5048 as delineated in red on the plan attached as Annexure B to the Lease.

Item 4

Renewed Term

A term of five (5) years commencing on 18 June 2025 and expiring on 17 June 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

The common seal of Brighton Rugby Union Football Club Incorporated was affixed pursuant to the Associations Incorporation Act 1985 in accordance with its constitution:

.....
President / Vice-President
(Please delete as applicable)

.....
Name (print)

.....
Signature of Committee/Board Member
(Please delete as applicable)

.....
Name (print)

Kevin Russell Le Roux

NEIL RAMSAY

VICE PRESIDENT

Attachment 2

Rental Calculations

Site	Brighton Oval
Tenant	Brighton Rugby Club
Debtor Number	000007
Current annual rent ex GST	\$11,164.00
Current monthly rent ex GST	\$930.33
Rent Review Date	18/06/2025
CPI Index Mar 2024	138.1
CPI Index Mar 2025	141.2
Adjustment	1.022447502
New annual rent ex GST	\$11,414.60
New monthly rent ex GST	\$951.22

Attachment 3

ESSENTIAL TERMS CHECKLIST FOR LEASE RENEWAL BRIGHTON RUGBY CLUB – BRIGHTON OVAL AS AT MAY 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 of any amendment.	Confirm copy is on file and is current.	Provided.
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, however financials were not audited.
Current Financial Year Budget	Due annually by 30 Nov.	Confirm copy on file.	Provided.
Public Liability Insurance	Certificate of Currency showing minimum \$20mil noting COHB as interested party.	Confirm CoC is on file and has not expired.	Provided.
Contents and Plate Glass Insurance	Certificate of Currency for full replacement value.	Confirm CoC is on file and has not expired.	Provided.
Maintenance Fund	Statement showing minimum \$7,500 pa deposited to fund maintenance.	Confirm copy provided. Blank out account numbers for security purposes.	Club does not have a dedicated account for maintenance but does have an account with sufficient funds available. As this is a general account, Council's permission to use the funds is not sought as required by the lease.
Maintenance Records	Evidence of annual inspections, service reports or invoices on 15 Jun annually.	Confirm provided.	Copies of invoices for preventative and reactive maintenance works were provided, however some items are outstanding.
Subleases	Do not grant any sublease without consent.	Confirmation of regular users and agreements.	Grasshopper Soccer – Report to Council imminent Kym Steer Athletics – Report to Council before commencement of 2025/26 season

Item No: 15.7

Subject: SUB-LICENCE TO GRASSHOPPER SOCCER – BRIGHTON RUGBY CLUB

Summary

Brighton Rugby Union Football Club (Club) is requesting approval to Sub-Licence their rugby field at Brighton Oval. This report seeks Council's endorsement for the Club to enter into an agreement with Craig Clinton Baker trading as Grasshopper Soccer Midcoast and Fleurieu for a period of one year expiring 31 December 2025.

Recommendation

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.**
-

Background

At its meeting held on 10 March 2020, Council granted a Lease to Brighton Rugby Union Football Club (Club), to exclusively occupy a newly constructed clubroom along the Brighton Road section of Brighton Oval. The initial term was for a period of five years commencing 18 June 2020, together with a five-year right of renewal (Resolution No. C100320/1756).

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 Grasshopper Soccer, who are long term users of the site, and wishes to document the informal arrangements currently in place.

Report

Headlease

Brighton Rugby Union Football Club (Club) currently holds a five-year lease over the westernmost building at Brighton Oval through to 17 June 2025, with a right of renewal for a further term of five years. A report to Council is imminent seeking approval of their Extension of Lease through to 17 June 2030.

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 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 Grasshopper Soccer, 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:	Craig Clinton Baker trading as Grasshopper Soccer Midcoast & Fleurieu
Site:	Brighton Oval
Licence Area:	Rugby playing field and internal storage
Term of Lease:	1 year
Commencement Date:	1 January 2025
Expiry Date:	31 December 2025
Renewal:	Nil – A further report is to come to Council for use beyond the expiry
Licence Fee:	\$713.20 plus GST per quarter (payable to Brighton Rugby Club)
Rent Review:	Not applicable
Dates of Operation:	Term 1 – 9 Feb 2025 to 30 Mar 2025 Term 2 – 4 May 2025 to 22 Jun 2025 Term 3 – 27 Jul 2025 to 14 Sep 2025 Term 4 – 19 Oct 2025 to 7 Dec 2025
Times of Use:	Sunday 9:00am – 11:00am
Permitted Use:	Community recreational soccer
Outgoings:	Included in Licence Fee

Grasshopper Soccer

Grasshopper Soccer offers soccer classes for children ages 2-12, focusing on skill development, teamwork and fun in a non-competitive environment. They also provide options for birthday parties, holiday clinics and carnivals, making it a year-round resource for soccer related activities.

Green space across the City of Holdfast Bay is in high demand, with soccer being quite an underrepresented sport, outside of Southern Districts Junior Soccer Association who coordinate a school-based soccer competition at Bowker Oval, Administration are not aware of any opportunities for juniors to participate in this sport. While Grasshopper Soccer is technically not a club and is classed as a privately run business, the offering they provide the community prevents families from having to travel to other Councils such as Marion or West Torrens.

Sub-Licence Fee

Junior soccer participation in Adelaide often comes at a much higher cost relative to AFL due to a combination of factors, including funding models, cost of facilities, and the way money flows through from parent bodies. AFL generally receives more funding and sponsorship, with money flowing down from professional leagues to grassroots levels, making it more affordable for families. Soccer, on the other hand, is often more reliant on parental contributions, with clubs such as West Torrens Birkalla, Cove Football Club and Sturt Lions charging in excess of \$1,200 per season.

Consideration has been made as to whether we should treat this as a commercial sublicense, given Grasshopper Soccer is not a not-for-profit organisation. However, we have taken the position this is not necessary given the very low participation costs of \$160 to \$190 per term, as well as the limited alternatives within the area.

Council Administration was not involved in negotiating the licence fee. The club's oval maintenance charge, as at the commencement of this proposed sub-licence, is \$3,713 per annum plus GST. The proposed sub-licence fee of \$713.20 plus GST per term or \$2852.80 annually equates to roughly 77% of the fee the club pays us.

Given Grasshopper Soccer are only accessing the oval 2 hours per week, we did challenge the club as to how they came up with this fee structure. We are advised the club has previously only been receiving \$200 per quarter which has not been sufficient in their view. The new fee structure is based on a \$157.73 per month ground charge which includes an administration fee for volunteers being onsite to provide supervision of their operations. It also includes an \$80 per month storage fee which allows them access to their shed and contributes to insurance costs.

Overall, we have been assured the intent is about cost recovery and activating the oval rather than profit. As the President has advised if they were directed to charge any less it wouldn't be worth their time to proceed, this may see the families who rely on this service be disadvantaged.

Budget

The income derived from this agreement will flow through to Brighton Rugby Union Football Club Incorporated (Club) rather than Council.

Life Cycle Costs

Under the terms of the Headlease, Council is responsible for the maintenance of the licence area. Brighton Rugby Union Football Club Incorporated contribute 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

Craig Clinton Baker

Trading as Grasshopper Soccer Midcoast & Fleurieu

ABN 59 369 331 535

(Sub-Licensee)

DRAFT



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. **Craig Clinton Baker** trading as Grasshopper Soccer Midcoast & Fleurieu of 3 Manly Court, Seaford Rise SA 5169 (**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.
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 \$713.20 plus GST per quarter and in accordance with Item 7.
Item 4	Commencement Date 1 January 2025
Item 5	Expiry Date 31 December 2025
Item 6	Permitted Use The provision of community recreational soccer.

Item 7	<p>Times of Use</p> <p>Sundays 9am - 11am</p> <p>Term 1 - 9 February 2025 to 30 March 2025 (inclusive)</p> <p>Term 2 - 4 May 2025 to 22 June 2025 (inclusive)</p> <p>Term 3 - 27 July 2025 to 14 September 2025 (inclusive)</p> <p>Term 4 - 19 October 2025 to 7 December 2025 (inclusive)</p> <p>during the Term of this Sub-Licence and during such other times as agreed in writing between the parties from time to time.</p> <p>Times and locations of use may be impacted due to oval maintenance requirements conducted by City of Holdfast Bay or other such occurrence. Accordingly, the Sub-Licensee may be directed to use an alternate area of the Land with appropriate notification from the Sub-Licensor or City of Holdfast Bay.</p> <p>Payment is to be made in advance before each term commences.</p>
Item 8	<p>Sub-Licence Fee Review</p> <p>Not applicable</p>
Item 9	<p>Renewal</p> <p>Not applicable</p>
Item 10	<p>Services</p> <p>Access to Brighton Rugby Oval as well as space in storage shed.</p>
Item 11	<p>Outgoings</p> <p>Not applicable</p>
Item 12	<p>Sub-Licensee's Share</p> <p>Not Applicable</p>
Item 13	<p>Public Risk Insurance</p> <p>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.</p>

Item 14	<p>Special Conditions</p> <p>1. Child Safe Environment</p> <p>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.</p> <p>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 <i>Children and Young People (Safety) Act 2017</i> (SA) in relation to occupying the Sub-Licence Area for the Permitted Use.</p> <p>1.3 The Sub-Licensee must act in the best interests of the community at large.</p> <p>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.</p> <p>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.</p> <p>2. Use of Sub-Licence Area</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>2.4 The Sub-Licensee is responsible for all costs in connection with caretaking and security services in respect of the Sub-Licence Area.</p> <p>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.</p> <p>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.</p> <p>2.7 Smoking is not permitted on the Sub-Licence Area.</p> <p>2.8 A breach of any of the Special Conditions will constitute a breach of this Sub-Licence.</p> <p>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.</p> <p>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.</p>
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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-Licensors Agents** means each of the Sub-Licensors 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-Licensors;
- 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-Licensors 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-Licensors 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 quarterly instalments on or before 1 February, 1 May, 1 August and 1 November 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 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;

- 10.4 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-Licence 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 be 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 caused 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-Licensors 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-Licensors 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-Licensors 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-Licensors 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 Craig Clinton Baker 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



Item No: 15.8**Subject:** NEW LEASE – YMCA AT HOLDFAST BAY COMMUNITY CENTRE

Summary

YMCA currently holds a one-year lease over a portion of Holdfast Bay Community Centre, which expired on 30 June 2025. This report seeks Council's endorsement to grant a new lease for a period of two years, with no further right of renewal.

Recommendation

1. **That Council enters into a Lease with Young Men's Christian Association of South Australia Incorporated over a portion of land comprised in Certificate of Title Volume 5933 Folio 501 and known as Holdfast Bay Community Centre, for a period of two years commencing 1 July 2025, with no further right of renewal, 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 Lease.**
-

Background

Holdfast Bay Community Centre transitioned back to Council on 1 July 2023. Prior to this YMCA managed the entire site. Their five-year lease, which was scheduled to end in September 2026, was surrendered, and new terms negotiated for them to continue to occupy a reduced portion of the site.

At its meeting held on 13 February 2024, Council resolved to enter into a lease with YMCA to occupy two spaces within the Centre for their exclusive use over a one-year period commencing 1 July 2023 (Resolution No. C130224/7674). In accordance with their right of renewal, on 14 May 2024, Council resolved to grant a further one-year extension on the same terms and conditions (Resolution No. C140524/7759).

With the lease having expired on 30 June 2025 and there being no further right of renewal, Administration has been working with YMCA since late 2024 on a new agreement.

Report

Site Usage

YMCA is one of four substantive tenants of Holdfast Bay Community Centre, together with Alwyndor, Spinal Cord Injuries Australia and Trinity Church. The centre also provides office accommodation for our Community Wellbeing team, as well as rooms for hire.

YMCA run two programs out of the spaces, one being a strength and cardio training program for over 50's known as Strength for Life, and the other being Holdfast Pilates.

Lease Terms

Administration has prepared the Lease largely on the same terms and conditions, as summarised in the table below. A copy of the agreement, which has already been signed by YMCA, is provided as Attachment 1 to this report.

Refer Attachment 1

Lessor:	City of Holdfast Bay
Lessee:	Young Men's Christian Association of South Australia Incorporated
Site:	Holdfast Bay Community Centre
Leased Area:	Activity Room 1 & 2 – Strength for Life Craft room – Holdfast Pilates
Permitted Use:	Pilates studio and gym
Times of Use:	Exclusive use
Term of Lease:	2 years
Renewal:	Nil
Commencement:	1 July 2025
Expiry:	30 June 2027
Annual Rent:	\$8,182 plus GST per annum
Rent Review:	Not applicable
Outgoings:	Building Insurance Electricity Water Gas Cleaning

Calculation of Rent

Under the Sporting and Community Leasing Policy, a maximum discount of 90% can be provided. This comprises up to a 70% discount for groups meeting public access, inclusion, good governance, age focused programs, and multi-use facilities criteria, as well as a discretionary further 20% discount.

YMCA, qualifying for all of the discount criteria has been granted the 70% discount for the Holdfast Pilates space. The maximum discount of 90% has been applied to the Strength for Life space due to its significant benefit to the community. Details of the calculations are provided as Attachment 2 of this report.

Refer Attachment 2

The proposed rent is roughly 2.5 times the current rent payable of \$3,300 per annum plus GST. Considering the large increase, it has been agreed the CPI rent review will be waived on the one-year anniversary of their commencement.

Recovery of Outgoings

Building insurance, electricity, water, gas and common area cleaning are currently being billed to each of the relevant user groups. This practice will continue, with YMCA's share being roughly 27%.

Lease Compliance

As part of due diligence checks to ensure essential lease terms are being met, YMCA was able to demonstrate compliance across most items. A summary is provided as Attachment 2 of this report. The only item we are waiting on is a copy of their AGM Minutes. We consider the risk to be low, given they are a large, well governed organisation.

Refer Attachment 2

Summary

Holdfast Bay Community Centre is excluded from the Community Land Register. Notwithstanding, community centres are an important pillar of the service we deliver to the community, and the facilitated programs the different user groups offer is an important part of this service. It is therefore recommended that Council endorses this Licence.

Budget

Revenue from this Licence is factored into Council's Draft 2025-26 Annual Business Plan based on an indexation of the current rent.

Life Cycle Costs

There is no major capital expenditure planned during the term of this two-year lease. Current operational and service expenditure over the previous 12 months for the centre as a whole, including recoveries from the other three user groups, is summarised as follows:

	Annual Cost	Total Recovery (All User Groups)
Electricity	\$10,334	52%
Gas	\$811*	52%
Water Rates	\$1,278	52%
Water Usage	\$2,596	52%
Cleaning	\$23,976	50%
Building insurance	\$8,471	55%
Repairs and maintenance	\$27,356	Nil
Salaries (Community Wellbeing staff)	\$63,084	Nil
Superannuation	\$5,705	Nil

**Estimated due to pending actuals*

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

LEASE

BETWEEN

CITY OF HOLDFAST BAY

(Landlord)

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF

SOUTH AUSTRALIA INCORPORATED

(Tenant)

PORTION OF HOLDFAST BAY COMMUNITY CENTRE

51 KING GEORGE AVENUE HOVE SA 5048



LEASE

PARTIES

BEWTEEN **CITY OF HOLDFAST BAY ABN 62 551 270 492 of PO Box 19 Brighton SA 5048 (Landlord)**

AND **THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1 (Tenant)**

BACKGROUND

- A. The Landlord is registered as the proprietor, or has the care, control and management, of the Land.
- B. The Tenant has requested a lease of the Premises for the Permitted Use.
- C. The Landlord has agreed and resolved to grant the Tenant a lease of the Premises on the terms and conditions of this Lease.
- D. Where required, the Landlord has undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA).
- E. The parties wish to record the terms of their agreement as set out in this Lease.

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

The following definitions and rules of interpretation apply unless the contrary intention appears

1.1 **Accounting Period** means respectively:

- (a) the period from the Commencement Date to the next 30th June;
- (b) each successive period of twelve (12) months commencing on the 1st July and expiring on the next 30th June during the Term;
- (c) the period from the 1st July in the last year of the Term to the date of expiration or termination of this Lease.

1.2 **Building** means the buildings erected on the Land and includes the Landlord's Property.

1.3 **Commencement Date** means the date specified in Item 5 of Schedule 1.

1.4 **Common Areas** means those portions of the Land designated by the Landlord for common use by the occupiers of the Land and their employees invitees and licensees (if any).

1.5 **CPI Rent Review** is a review of the then current annual Rent of the Premises to an amount calculated by changing the rent payable by the Tenant during the year immediately preceding the review date (disregarding any rent 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 Landlord 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.

1.6 **Default Rate** means a rate of 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 higher of those rates.

- 1.7 **GST** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **Land** means the land described in Item 3 of Schedule 1.
- 1.9 **Landlord** means the City of Holdfast Bay and includes:
- (a) the successors and the assigns of the Landlord if the Landlord is a body corporate; and
 - (b) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **Landlord's Property** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Land by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **Outgoings** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting Period or in any other lesser or relevant period in respect of the Land whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the Building and the Landlord's Property therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof;
 - (c) insurance premiums and other charges including stamp duty for workers compensation insurance for all employees of the Landlord engaged in employment in the Building;
 - (d) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the Building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (e) all costs in connection with the repair, maintenance, operation, supply, replacement and renovation of lifts, air conditioning equipment, fire protection equipment, all other services and plant and equipment in the Land from time to time;
 - (f) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Land and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Land;
 - (g) all costs in connection with the maintenance, minor repair and cleaning of car parking areas, pedestrian areas and landscaped areas within and around the Land;
 - (h) all costs in connection with caretaking and security services;
 - (i) all costs (including employment and other usual employment on-costs) of the management, control and administration of the Land;
 - (j) the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery

and equipment in good working order and condition, resurfacing and repainting, pest control, and caretaking services, emergency evacuation systems and procedures, access control systems, re-planting and re landscaping, directional signs and other markers, patrol of the Common areas and supervision of traffic directions when reasonably required, car stops, lighting and other utilities and the cost of electricity consumed therein and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair;

- (k) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building and in particular any such fees of and incidental to the preparation of any estimates or statements of Outgoings or otherwise required to be furnished by the Landlord to the Tenant hereunder or at law; and
 - (l) all and any other expenditure costs or expenses incurred by the Landlord in or about or incidental to the Building or the Land not hereinbefore expressly referred to.
- 1.12 **Premises** means the premises specified in Item 2 of Schedule 1 and includes any improvements and Landlord's Property erected or located on the Premises from time to time.
- 1.13 **rent** means the rent payable under this Lease.
- 1.14 **Review Date** means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 **Rules and Regulations** means the procedures and rules and regulations annexed hereto and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.
- 1.16 **Services** means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, grease trap, range hood, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 **Tenant** means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person;
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate;
 - (c) any and all trust or trusts of which the Tenant is trustee; and
 - (d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the Land at any time at the request or invitation of or under the control or direction of the Tenant.
- 1.18 **Tenant's Property** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.19 **Tenant's Proportion** means the same proportion as the lettable area of the Premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.20 **Term** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.21 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.

1.22 Where the context of this Lease permits or requires:

- (a) words in the singular shall include the plural and words in the plural include the singular;
- (b) words of or importing the masculine gender include the feminine gender; and
- (c) words referring to a person include a body corporate.

1.23 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.

1.24 Any provision of this Lease which by virtue of any statute or law that is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.

1.25 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.

1.26 If the Tenant comprises two or more persons the word "Tenant" will apply to them jointly and each of them severally.

2. GRANT OF LEASE

The Landlord grants and the Tenant accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT AND RENT REVIEW

3.1 Rent

- (a) The Tenant must pay the rent as specified in Item 6 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent.
- (b) The Tenant must pay the rent in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Rent Review

- (a) The rent shall be reviewed at the times and in the manner specified in Item 7 of Schedule 1.
- (b) Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.
- (c) The rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. GST

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imbursement by the Tenant.

5. RATES, TAXES AND OUTGOINGS

5.1 Rates and Taxes

The Tenant must pay or reimburse to the Landlord the Tenant's Proportion of all present and future rates charges taxes levies assessments duties impositions and fees (including council rates and emergency services levy) levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises and such payments must be adjusted between the Landlord and the Tenant as at the Commencement Date and the end or termination date of this Lease in respect of that portion of the Accounting Period the relevant cost was incurred.

5.2 Utility Charges

- (a) The Tenant must pay as and when the same fall due, all charges for gas electricity oil and water separately metered and consumed in or on the Premises and also all charges in respect of any telephone services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility service separately supplied or consumed in respect of the Premises.
- (b) If the Tenant defaults in payment of any of the charges referred to in clause 5.2(a) then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 Payment Of Outgoings

- (a) The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the period in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.
- (b) The Landlord will calculate the actual amount payable by the Tenant pursuant to clause 5.3(a) as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- (a) The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order, which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- (b) If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld).
- (c) If the Landlord so requires, the Tenant must promptly repair any damage to the Land including the Building caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by appropriately qualified contractors and/or tradesmen and in a proper and professional manner.

- (d) In addition to the maintenance, repair and replacement obligations outlined in this clause 6.1 (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- (e) Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money which the Tenant proposes to set aside in the following year for Maintenance.
- (f) The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
 - A. a copy of all invoices, receipts, records, reports, certificates and other related information in relation to all maintenance, repair and replacement works carried out by (or on behalf of) the Tenant during the Term;
 - B. a report setting out all projected items of Maintenance, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - C. a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- (a) ensure that all waste is placed daily in suitable receptacles and subject to this clause 6, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- (b) as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- (c) immediately replace all broken glass in respect of the Premises;
- (d) take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- (e) repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- (f) comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant; and
- (g) comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of repair in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.5 Cleaning

- (a) The Tenant must ensure the Premises is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises).
- (b) If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purpose of carrying out such cleaning. The Tenant must pay to the Landlord in addition to the rent and as and when required by the Landlord, all costs of the cleaning of the Premises and the Tenant's Proportion of the overall costs of the cleaning of the Building (including any Common Areas).

6.6 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:

- (a) any damage and of any accident to or defect or want of repair in the Land or in the Premises or in any Services or other facilities provided by the Landlord and including any danger, risk or hazard; or
- (b) any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.7 Common Areas and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.8 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs or painting must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.9 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and employ only such contractors as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate and who are previously approved of in writing by the Landlord or the Landlord's architect.

6.10 Repainting

At or immediately before the expiration or earlier determination of this Lease, the Tenant shall repaint with two coats of premium quality paint in a thorough and workmanlike manner those internal parts of the Premises which previously have been painted. Such painting shall be done in such manner and with such paint as the Landlord may reasonably direct.

6.11 Capital and Structural Works

Nothing contained in clauses 6.1 to 6.10 (inclusive) shall oblige the Tenant to do work of a structural or capital nature unless such work is required as a result of the act, neglect or default of the Tenant or would not have been required but for the Tenant's use or occupancy of the Premises.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

- (a) The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.
- (b) The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.
- (c) The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and:
 - A. in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
 - B. if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - i. any such work be supervised by a person nominated by the Landlord;
 - ii. any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - iii. the Tenant pays all reasonable costs incurred by the Landlord in considering the proposed works and their supervision including the fees of architects or other consultants employed by the Landlord;
 - iv. the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - v. upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority; and

- vi. the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation operation or removal of any such equipment fixture fitting or machinery.

7.2 Alterations by Landlord

- (a) The Tenant will permit the Landlord and any person authorised by the Landlord:
 - A. to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
 - B. where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:
 - C. the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
 - D. the alteration or refurbishment is required by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances;
- (b) Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;
- (c) Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- (a) The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease.
- (b) The Tenant must not:
 - A. grant a sub-lease, licence of concession for the whole or any part of the Premises;
 - B. part with or share possession of the whole or any part of the Premises; or
 - C. mortgage or otherwise charge or encumber the Tenant's interest in this Lease.
- (c) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant, or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease and is not permitted.

9. USE OF PREMISES

9.1 Permitted Use

- (a) The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes for which the Landlord may give prior written approval.
- (b) The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises without the prior written consent of the Landlord (which consent may be withheld by the Landlord in its absolute discretion), nor carry on or cause

permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive art trade business occupation or calling and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Signs

The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Premises so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied.

9.4 Compliance with Acts, By Laws and Regulations

The Tenant must at the Tenant's cost and expense:

- (a) comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* (SA) and or the *Local Government Act (1999)* (SA) or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable; and
- (b) take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.5 Use of Premises and Provision of Emergency Number

The Tenant must:

- (a) advise the Landlord (or where applicable the Landlord's agent) of the telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's agent informed of any change of telephone number;

- (b) secure the Premises against unauthorised entry at all times when the Premises are left unoccupied and the Landlord reserves the right to enter upon the Premises and secure the Premises if left unsecured;
- (c) not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- (d) upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- (e) observe the Rules and Regulations.

9.6 Restrictions on Use

The Tenant must not:

- (a) use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- (b) store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);
- (c) cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- (d) do any act or thing, or permit any activities which may discredit the Landlord;
- (e) obstruct or interfere with any of the entrances of the Building or Common Areas;
- (f) permit any sign advertisement name or notice to be placed on any part of the Premises or the Building where such sign advertisement name or notice is of an incongruous or unsightly nature having regard to the character and use of the Building and prior to the installation or placement of any sign advertisement name or notice the Tenant must:
 - A. obtain the Landlord's prior written consent; and
 - B. obtain the prior consent of any relevant statutory or regulatory authority;
- (g) use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises; or
- (h) conduct or permit to be conducted on the Premises any auction or fire sale.

9.7 Heavy Machinery

- (a) The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:
 - A. of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Land, or
 - B. of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.

- (b) Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment. The Tenant must observe and comply with all such directions and any reasonable fees payable to the Landlord's architects or engineers in connection with ascertaining the safest and most favourable and convenient method of routing installing and locating such machinery plant and equipment as aforesaid must be paid by the Tenant on demand.

9.8 Locks and Keys

The Tenant must not tamper with or change any lock of the Premises or have any keys of such locks cut without the consent of the Landlord or its agent. The Tenant will pay for any keys or change required to any lock and in the event of the Landlord or its agent being required to open the Premises the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent.

9.9 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.10 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.11 Airconditioning

- (a) Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building (**airconditioning plant**):
 - A. the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
 - B. to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain replace or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant; and
 - C. the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant and there remain for the purpose of carrying out any necessary or desirable maintenance servicing or repair to or replacement of the airconditioning plant.
- (b) Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

9.12 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- (a) If at the Commencement Date the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012* (SA).
- (b) Notwithstanding clause 9.12(a), there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least sixty (60) days prior written notice to the other either:
 - A. the Landlord may elect to cease selling electricity to the Tenant, or
 - B. the Tenant may elect to cease purchasing electricity from the Landlord.
- (c) If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the time at which such sale and purchase is to cease pursuant to the notice given in accordance with clause 9.12(b):
 - A. enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice;
 - B. ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises; and
 - C. install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.
- (d) If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012* (SA) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.
- (e) Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 a copy of its constitution;
- 10.2 a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within twenty-eight (28) days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;

- 10.5 by 30 November in each year a copy of the Tenant's adopted budget within twenty-eight (28) days of adoption;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises;
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine and take copies of all accounts records and bank records of the Tenant and minutes of any meeting of the Tenant or any committee of the Tenant;
- 10.8 any other documents that regulate the Tenant's governance and operations; and
- 10.9 any information in relation to the Tenant's use and occupation of the Premises and finances reasonably required by the Landlord and will permit, upon request from Landlord or any employee, agent or contractor to examine and take copies of all account books and bank books of the Tenant the minutes of any meeting of the Tenant or any committee of the Tenant,

AND the Landlord agrees that the information provided by the Tenant to the Landlord pursuant to this clause 10 will be kept in accordance with the Landlord's Privacy Policy.

11. INSURANCE

11.1 Tenant's Insurance

At its own expense, the Tenant shall maintain during the term of this Lease the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in Item 8 of Schedule 1. Such amount shall be in respect of any one single accident or event and extend to claims, loss and damage the subject of the indemnity contained in clause 12.2;
- (b) a policy to insure all permitted additions to the Premises carried out by the Tenant and to insure all of the Tenant's fixtures, fittings and property including stock against loss or damage by any cause and for their full replacement value; and
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises.

11.2 Certificates of Insurance

All policies of insurance shall be taken out with a recognised and reputable public insurance office and the Tenant shall provide the Landlord with copies of certificates of insurance in relation to the policies upon request. The policies of insurance specified in clauses 11.1(a) and 11.1(c) shall be in the name of the Tenant and note the interest of the Landlord.

11.3 Tenant Not to Cause Premium to Increase

The Tenant shall not do or fail to do anything which may increase the rate of premium payable under any policy of insurance taken out in respect of the Premises. The Tenant shall pay within fourteen (14) days of demand any additional or increased premium levied on account of the Tenant's use or occupation of the Premises in respect of any policy of insurance effected in respect of the Land or its contents or any policy of public liability insurance effected by the Landlord.

11.4 Compliance with Insurance Requirements

The Tenant shall comply with the requirements of the Insurance Council of Australia, any fire protection authority or other body having similar jurisdiction and with the requirements of any statutes regulations or notices issued by any similar authority. The Tenant's obligations under this clause 11.4 shall not require it to undertake structural alterations to the Premises unless such alterations are required as a result of the nature of the use of the Premises by the Tenant or the Tenant's activities on the Premises. The Tenant covenants and agrees with the Landlord throughout the term of this Lease to perform and observe and to ensure that the Tenant performs and observes all necessary and proper fire drills and emergency evacuation procedures.

12. INDEMNITY, RELEASE AND RISK

12.1 Risk of Tenant

The Tenant agrees to occupy and use the Premises and to enter the Land at its own risk. The Tenant releases to the fullest extent permitted by law the Landlord (and its agents, contractors and employees) from every claim and demand which may result from an accident, damage or injury occurring on the Premises or on the Land. The Landlord shall not be released from liability to the extent that the accident, damage or injury was caused by the negligence of the Landlord.

12.2 Indemnity by Tenant

The Tenant indemnifies the Landlord and will at all times keep the Landlord indemnified against all costs, losses, damages or actions incurred by or brought against the Landlord directly or indirectly arising from the use or occupation of the Premises by the Tenant or from any action or non-action whatsoever on the part of the Tenant except to the extent that such costs, losses, damages or actions are caused by the negligence of the Landlord.

12.3 Interruption of Services

The Landlord will not be responsible or liable to the Tenant or to any person claiming by, through or under the Tenant for the failure of any equipment or machinery in the Premises or the Building or for their ineffectual operation or for any damage or loss caused by or arising out of them or for the interruption or failure of any services, including the supply of electricity, gas and water.

13. TENANT'S YIELDING UP OBLIGATIONS

13.1 The Tenant must immediately prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- (a) complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;
- (b) remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal;
- (c) wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;
- (d) replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes;
- (e) thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
- (f) comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works; and

- (g) hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term (or in the case of the determination, within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to clause 13.2, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to clause 13.3 (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or the termination of this Lease.

14. LANDLORD'S OBLIGATIONS AND RIGHTS

14.1 Quiet Possession

Provided that the Tenant pays the rent and all other monies payable under this Lease and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 Reservation of Services

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage of any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and Services.

14.3 Costs of Proceedings

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced against the Tenant, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 Landlord's Right to Add to Building

- (a) The Landlord may at any time during the Term enlarge vary or reduce any Building and in so doing (but without in any way limiting the generality of the foregoing) may:
 - A. acquire or dispose of any land;
 - B. permanently encroach upon any Common Areas, portions of the Land including any car park;
 - C. employ or use the air space above or below any part of any Common Areas including any car park;

- D. erect additional floors above or below any part of the said Building;
 - E. provide multi-deck parking facilities;
 - F. strata title the Building or any one or more of the floors of the Building (in which event the Tenant will execute all relevant documents provided same do not prejudice the Tenant's rights to occupy the Premises upon the terms contained in this Lease); or
 - G. interrupt the water gas electrical air conditioning or other Services to the Premises.
- (b) The Landlord must in carrying out such works use reasonable endeavours to minimise so far as may be practicable any inconvenience to or interruption to the business of the Tenant.

14.5 Right to Enter

- (a) At any time during the Term the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:
- A. to view the state of repair and condition of the Premises;
 - B. carry out any works on the Land or in or to the Building (including alterations and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
 - C. restrict access to the Land including parking areas but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
 - D. redirect pedestrian or vehicular traffic into, out of or through the Land;
 - E. close the Building in an emergency;
 - F. use, maintain, repair, alter and add to thee Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
 - G. exclude or remove any person from the Land;
 - H. to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation; and
 - I. to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2,

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause 14.5.

- (b) If the Landlord or the Landlord's agents or contractors find any defect decay or want of repair in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.6 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within fourteen (14) days of written demand then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:

- (a) the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- (b) if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- (c) if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage; and
- (d) if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

15.4 Damage to Goods or Person

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

16. RULES AND REGULATIONS

- 16.1 The Landlord may from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.
- 16.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.
- 16.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.
- 16.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.
- 16.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.
- 16.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

17. EXTENSION OF TERM

If not more than six (6) months nor less than three (3) months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant (at the Tenant's cost and expense in all things) will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

18. ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES

18.1 Essential Terms

The clauses of this Lease referred to in Item 10 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of this Lease.

18.2 Power of Re-entry

If:

- (a) the rent or any part of it is unpaid for fourteen (14) days after any of the days on which it should have been paid (although no formal or legal demand may have been made for payment); or
- (b) the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of fourteen (14) days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate);
- (c) any Tenant's Property in or on the Premises is seized or taken in execution under any judgment or other proceedings;
- (d) the Tenant ceases to be able to pay its debts as they become due;
- (e) any step is taken to enter into any arrangement between the Tenant and its creditors;
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
- (g) the Tenant is deregistered or dissolved or any step is taken by any person towards that,

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

18.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord re-entering the Premises or terminating the Tenant's leasehold interest in the Premises;
- (c) the Landlord accepting the Tenant's repudiation; or
- (d) conduct of the parties which may constitute a surrender by operation of law.

19. NOTICES

19.1 Any written notice to be given by one party to the other shall be signed by the party giving the notice or by an officer or the duly authorised solicitor or agent of that party. Notice may be given to a party:

- (a) by leaving it at the party's address last notified;
- (b) by sending it by pre-paid mail to the party's postal address last notified; or
- (c) by sending it by email to the party's email address last notified.

19.2 Notice is deemed received by a party:

- (a) if hand delivered, on the date of delivery; or
- (b) if sent by prepaid post within Australia, on the fourth Business Day after posting;
- (c) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system OR the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the email is sent, unless the sender receives a return e-mail notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent.

19.3 However, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

19.4 When two or more people comprise a party, notice to one is effective notice to all.

19.5 Each party hereby notifies the other party that its addresses for notice as at the date of this document are detailed below.

<u>Landlord</u>	<u>Tenant</u>
City of Holdfast Bay Att: General Manager Community & Business 24 Jetty Road Brighton SA 5048 mail@holdfast.sa.gov.au	Young Men's Christian Association of South Australia Incorporated Att: Andrew Mundy Level 2, 29 Young Street Adelaide SA 5000 andrew.mundy@ymcasa.org.au

20. COSTS

- 20.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.
- 20.2 The Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

21. MISCELLANEOUS

21.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

21.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

21.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

21.4 No Caveat

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

21.5 Landlord and Tenant Act

A notice under section 10 of the *Landlord and Tenant Act 1936* (SA) must allow fourteen (14) days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

21.6 Power of Attorney

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA). The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA).

21.7 Special Conditions

This Lease is subject to the special terms and conditions (if any) specified in Item 11 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease then such special terms and conditions will prevail.

21.8 Certified Exclusionary Clause

To the fullest extent permitted by law, where the term of this Lease is less than five (5) years, the rights conferred on a tenant by Part 4A Division 2 of the RCL Act are hereby excluded and the Tenant covenants that it will obtain and endorse to this Lease a certificate from a lawyer who is not acting for the Landlord to the effect that:

- (a) the lawyer has, at the request of the Tenant, explained the effect of this clause and the certificate and how Part 4A of the RCL Act would apply in relation to this Lease if this Lease did not include this clause and the certificate; and
- (b) the Tenant gave the lawyer apparently credible assurances that the Tenant was not acting under coercion or undue influence in requesting or consenting to the inclusion of this clause and the certificate in this Lease.

Schedule 1

Item 1 Tenant (clause 1.17)

Name: Young Men's Christian Association of South Australia Incorporated

ABN: 41 241 860 884

Address: Level 2, 29 Young Street Adelaide SA 5000

Item 2 Premises (clause 1.12)

That portion of the land comprised in Certificate of Title Volume 5933 Folio 501 being the areas delineated in red on the plan attached hereto as Annexure 3 and more particularly being portion of the Holdfast Bay Community Centre situate at 51 King George Avenue Hove SA 5048.

Item 3 Land (clause 1.8)

The whole of the land comprised in Certificate of Title Volume 5933 Folio 501

Item 4 Permitted Use (clause 9.1)

Pilates studio and gym

Item 5 Term (clause 1.20)

A term of two (2) years commencing on 1 July 2025 (**Commencement Date**) and expiring at 11.59PM on 30 June 2027

Item 6 Commencing Rent (clause 3)

Eight Thousand One Hundred and Eighty Two Dollars (\$8,182.00) plus GST per annum

Item 7 Rent Review (clause 3)

Not applicable

Item 8 Public Risk Insurance (clause 11)

Twenty Million Dollars (\$20,000,000.00) per claim and in the aggregate

Item 9 Extension Of Term (clause 17)

Not applicable

Item 10 Essential Terms (clause 18.1)

Clauses 3.1, 4, 5, 6, 7, 8, 9.1, 10, 11, 12, 16, 21.7 and 21.8 and any obligations imposed on the Tenant pursuant to Item 11Item 10 of this Schedule.

Item 11 Special Conditions (clause 21.7)

1. Child Safe Environment

1.1 The Tenant 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 child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'

1.2 The Tenant represents to the Landlord that it has complied with and will ensure that it continues to comply with its requirements under the *Children and Young*

People (Safety) Act 2017 (SA), the Children and Young People (Safety) Regulations 2017 (SA), the Child Safety (Prohibited Persons) Act 2016 (SA) and the Child Safety (Prohibited Persons) Regulations 2019 (SA) in relation to the operation by the Tenant of the Holdfast Bay Community Centre and the Tenant's occupation of the Premises for the Permitted Use.

- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 As the Tenant's Permitted Use of the Premises involves working with children, the Tenant, at its own cost and expense, must ensure at all times during the term of this Lease, that the Tenant and all of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises, hold and maintain a valid Working With Children Check issued by the Department of Human Services Screening Unit in accordance with the *Child Safety (Prohibited Persons) Act 2016 (SA) (WWCC)*.
- 1.5 The Tenant must, at the request of the Landlord, provide copies of all valid WWCC's held by the Tenant and any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises.
- 1.6 The Tenant must also, at the request of the Landlord, obtain and provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.7 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within ten (10) Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fixtures and Fittings

- 2.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

3. Clean and Tidy

The Tenant must leave the Premises and any Licence Area in a clean and tidy state at the end of each use.

4. Alcohol

The Tenant 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.

5. Hiring out of Premises

- 5.1 The Tenant may hire the Premises to other persons or bodies on a casual basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:
 - (a) the Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, and any changes to the hire fees within fourteen (14) days of the determination of or change in the hire fees;
 - (b) if the Landlord considers at its discretion that the hire fees set by the Tenant are too high or too low (in comparison) with hire fees for similar facilities in

those areas of the City of Holdfast Bay council area then it may direct the Tenant to change the hire fees to a level set by the Landlord;

- (c) the Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by the Landlord;
- (d) upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, fees charged and any other details reasonably requested by the Landlord;
- (e) the Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
 - A. actively in use by the Tenant; or
 - B. on hire or licensed to another person or organisation pursuant to this special condition;

6. Council Rebate

The parties acknowledge that there is no automatic right to a council rate rebate levied on the Premises. The Tenant has an opportunity to request the Landlord to apply a rebate of the rates levied on the Premises by lodging an application with the Landlord in accordance with the Landlord's prescribed form by no later than 15 May each year during the Term of this Lease. The prescribed form can be requested from the Landlord during April in each calendar year.

7. Insurance

Whilst the Tenant is Young Men's Christian Association of South Australia Incorporated ABN 41 241 860 884, the Tenant may provide evidence of its group insurance to satisfy the Lessor as to the insurance requirements set out in clause 11.1. The Tenant must provide such evidence promptly following demand by the Landlord.

8. No Commercial Activity

The Tenant must not:

- 8.1 undertake any commercial activity within the Premises; or
- 8.2 sublease, sublicence, transfer, assign or otherwise part with possession of the whole or any part of its interest in this Lease for the purposes of undertaking or permitting a third party to undertake, a commercial activity.

SCHEDULE 2

Maintenance Schedule

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5** to the extent of any inconsistency with this Maintenance Schedule and the main provisions of this Lease, this Maintenance Schedule will prevail.

In this Schedule 2:

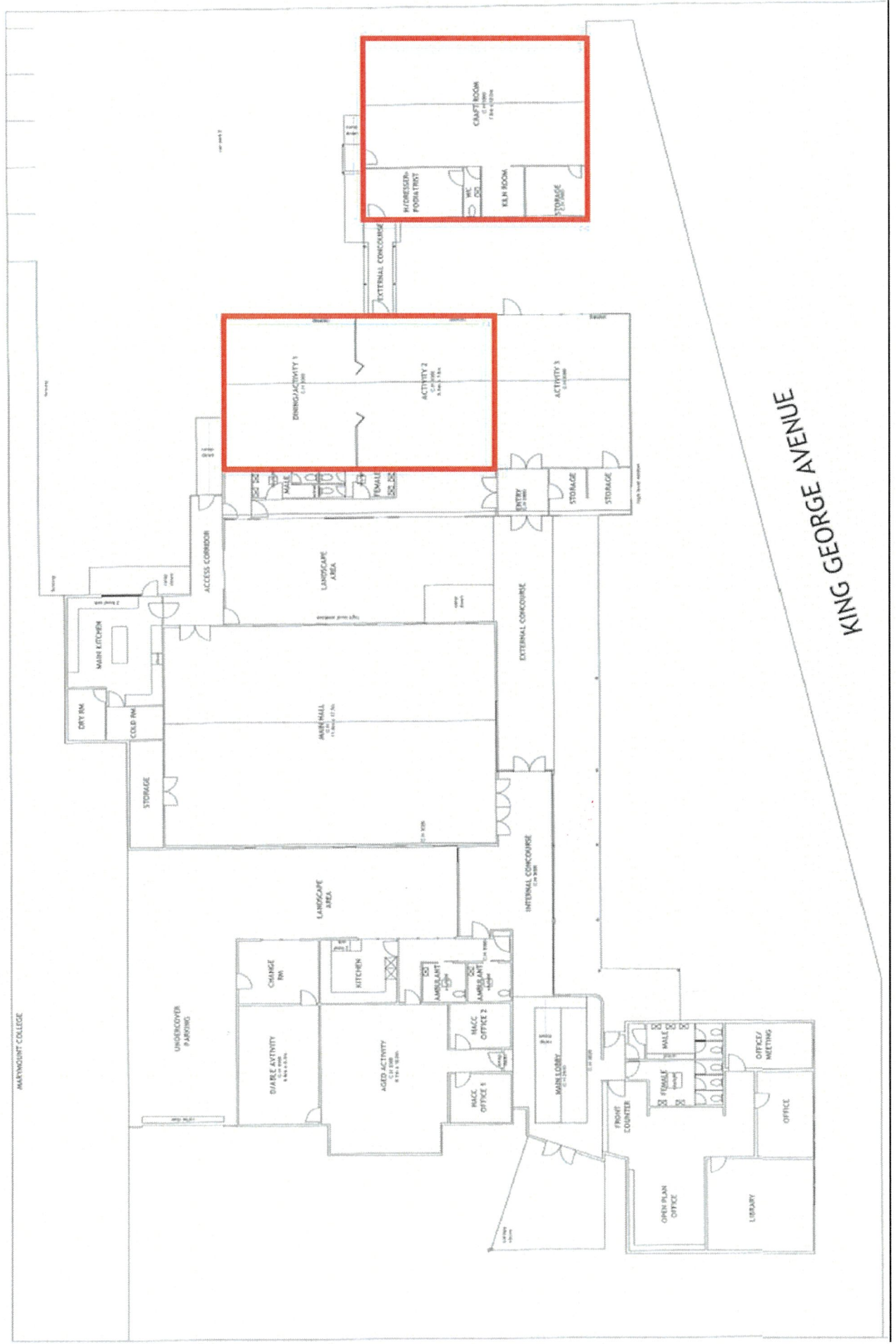
- *if any of the items detailed below do not form part of, or are not installed in, the Premises, then such item(s) will not form part of the Maintenance Schedule;*
- *all references to “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the Tenant if properly maintained and repaired in good order, or the asset has fully depreciated such that it has no economic life; and*
- *all references to “periodically” must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Water, sewer and gas piping	<ul style="list-style-type: none"> • Keep free from blockages – unblock drains, repair 	<ul style="list-style-type: none"> • Replace at end of life
Hot water systems	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Fire extinguishers, hose reels and fire blankets, sprinkler systems	<ul style="list-style-type: none"> • Install and maintain in accordance with the Building Code of Australia, except sprinkler systems 	<ul style="list-style-type: none"> • Install any new required fire systems
Water/waste services – associated fittings including tapware, sinks, drains, toilets, etc	<ul style="list-style-type: none"> • Clean fittings, toilet, sinks, etc. – maintain and replace washers, replace tapware, sinks, drains and toilets etc 	<ul style="list-style-type: none"> • Nil responsibility
Telecommunications – phone/PABX systems	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Air conditioning units/thermostats, ducting etc	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Electrical services, sub switchboards, distribution boards and power lighting circuits	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility
Doors, locks, etc.	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Heater, gas or electric, etc,	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Consumer mains	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
Lighting fixtures	<ul style="list-style-type: none"> • Replace lights and globes, ballasts and fuses, replace/repair wiring connections 	<ul style="list-style-type: none"> • Nil responsibility
Emergency Exit Lighting	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Smoke detectors	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Carpets	<ul style="list-style-type: none"> • Clean, repair and replace to appropriate finish 	<ul style="list-style-type: none"> • Nil responsibility
Vinyl/concrete/tiled/other floors	<ul style="list-style-type: none"> • Clean, polish, repair and replace to appropriate finish 	<ul style="list-style-type: none"> • Nil responsibility
Internal walls/screens	<ul style="list-style-type: none"> • Clean, keep free of mould and grime, repair damage caused by use, repair cracking, replace and repaint 	<ul style="list-style-type: none"> • Replacement and structural maintenance responsibility for structural walls only.
Ceilings	<ul style="list-style-type: none"> • Clean, keep free from cobwebs, etc., repaint and repair 	<ul style="list-style-type: none"> • Replace due to structural failure only
Paint finishes	<ul style="list-style-type: none"> • Touch up and repaint where damaged • Repaint as required by clause 6.10 	<ul style="list-style-type: none"> • Nil responsibility
Loose/soft furniture	<ul style="list-style-type: none"> • Full maintenance and responsibility 	<ul style="list-style-type: none"> • Nil responsibility

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Replacement of lights and globes	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Plant and equipment	<ul style="list-style-type: none"> • Maintain and replace 	<ul style="list-style-type: none"> • Nil responsibility
Electrical tagging and testing	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
General cleaning	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Security Alarms (maintenance and call outs)	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Lessee's fixtures and fittings	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility

Schedule 3 – Plan of Premises



RULES AND REGULATIONS

1. The Tenant must not:
 - 1.1 smoke in the Building or on the areas outside the Building on the Land;
 - 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
 - 1.3 hold auction, bankrupt or fire sales in the Premises;
 - 1.4 keep an animal or bird on the Premises;
 - 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
 - 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
 - 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
 - 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
 - 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises;
 - 1.10 throw anything out of any part of the Building;
 - 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
 - 1.12 obstruct:
 - (a) windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - (b) any air vents, air conditioning ducts or skylights in the Premises; or
 - (c) emergency exits from the Building or the Premises; or
 - (d) the Common Areas; or
 - (e) interfere with directory boards provided by the Landlord.
2. The Tenant must:
 - 2.1 put up signs in the Premises prohibiting smoking if required by the Landlord;
 - 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;
 - 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;
 - 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
 - 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

DATED

The **Common Seal** of the **City of Holdfast Bay** was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

The **Common Seal** of **Young Men's Christian Association of South Australia Incorporated** was hereunto affixed pursuant to the *Associations Incorporation Act 1985 (SA)* in accordance with its constitution:



.....
Chairperson / ~~Vice-Chairperson~~
(Please delete as applicable)

.....
Full Name (please print)

.....
Committee / Board Member
(Please delete as applicable)

.....
Full Name (please print)

Attachment 2

Lease - Rental Calculator - YMCA (Stength for Life)

		SQM	%	
Net lettable area	121	22.24		
Total lettable area	544			
Capital Asset Value	\$3,725,000.00	NB: Capital Asset Value as per VG 1222274503 2024/25		
% as per lettable area	22.24%	NB: Net lettable area used by lessee		
Property Value	\$828,538.60			
	Property Value	Market Rent	Net Rent (CHB Discount)	
		2.50%	90%	
BUILDING	\$ 828,539	\$ 20,713	\$ 2,071	
		\$ 171.19	per sqm	

Lease - Rental Calculator - YMCA (Holdfast Pilates)

		SQM	%	
Net lettable area	119	21.88		
Total lettable area	544			
Capital Asset Value	\$3,725,000.00	NB: Capital Asset Value as per VG 1222274503 2024/25		
% as per lettable area	21.88%	NB: Net lettable area used by lessee		
Property Value	\$814,843.75			
	Property Value	Market Rent	Net Rent (CHB Discount)	
		2.50%	70%	
BUILDING	\$ 814,844	\$ 20,371	\$ 6,111	
		\$ 171.19	per sqm	

Attachment 3

ESSENTIAL TERMS CHECKLIST FOR LEASE RENEWAL YMCA – HOLDFAST BAY COMMUNITY CENTRE AS AT JULY 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 of any amendment.	Confirm copy is on file and is current.	Provided.
AGM Minutes	Annually after meeting held.	Confirm copy on file.	Requested.
Annual Report and Audited Financials	Due annually by 30 Nov.	Confirm copy on file.	Provided.
Financial Year Budget	Due annually by 30 Nov.	Confirm copy on file.	Provided.
Public Liability Insurance	Certificate of Currency showing minimum \$20mil noting COHB as interested party.	Confirm CoC is on file and has not expired.	Provided.
Contents and Plate Glass Insurance	Certificate of Currency for full replacement value.	Confirm CoC is on file and has not expired.	Provided.
Subleases/Hire Agreements	Do not grant any sublease without consent.	Confirmation of regular users and agreements.	Nil

Item No: 15.9

Subject: NEW YEARS EVE FIREWORKS DISPLAY

Summary

Events form an integral part of the City's local and business communities, attracting more than 500,000 visitors and generating nearly \$50 million in the local economy each year. Council administration partners with local businesses, external event providers and community groups to deliver a vibrant and varied events calendar each year, in alignment with the City of Holdfast Bay Events Strategy 2021 - 2025.

In March 2025 a review of the long-term sustainability of the events program commenced which examined options including the reduction in the number of events, and their scope, as well as alternative funding sources.

While awaiting a reply to the Mayor's request to the Premier of South Australia for an increase in funding to support the 2025 New Year's Eve (NYE) celebrations, Council endorsed a reduced events program and budget for 2025-26 which included a NYE allocation of \$50,000 for public safety and security measures only.

The Premier's department subsequently confirmed a \$65,000 allocation from the Promotion of the State (POTS) funding pool to support the presentation of the City of Holdfast Bay's NYE celebration at Glenelg and Brighton.

To secure the POTS funding while maintaining public confidence and aligning with Council's Events Strategy, fireworks displays without entertainment could proceed at Glenelg (family and midnight display) and Brighton (family display only) should additional funding be allocated.

This report seeks Council's decision on whether additional funding should be allocated to a fireworks-only NYE event in order to secure state government funding.

Recommendation

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.

Background

As part of a series of workshops to address the long-term sustainability of Council's events program, including the key issues of resourcing and maintaining customer service levels, three options for NYE were presented:

Option	Detail	DPC grant	Council expense	Operating budget
NYE	No change to program	\$50k	\$175.5k	\$225.5k
Reduced NYE	Fireworks (Glenelg and Brighton) only; no entertainment	\$50k	\$131k	\$181k
No NYE	Public safety and security measures only	N/A	\$50k	\$50k

On 16 May 2025, the Mayor requested the Premier of South Australia increase state funding, from \$50,000 to \$80,000, to support 2025 NYE.

On 10 June 2025 Council endorsed the events program and associated budget which included the \$50,000 allocation for public safety and security measures for NYE at Glenelg. This decision reduced the overall events budget by \$125,000 and addressed capacity and resourcing issues in the Events (530 hours reduction) and Field Services (184 hours reduction) teams. At the time of the decision, Council had not received any certainty on state government funding for the event, however the budget allocations did assume a likely \$50,000 grant from Department of Premier and Cabinet if an event was to go ahead.

Report

Following the June decision of Council, infrastructure booked for NYE was released and contracts with suppliers withdrawn to avoid unnecessary cancellation fees.

On 2 July 2025 the Mayor received confirmation from Department of Premier and Cabinet (DPC) that Council was successful in receiving a \$65,000 grant to support the presentation of NYE celebrations at Glenelg and Brighton. While the funding request was for improved safety and security measures for NYE, as the allocation is from the Promotion of the State (POTS) funding pool, the DPC grants team has notified Administration that funding is unlikely to be approved should no event go ahead.

To enable Council to take advantage of \$65,000 state government funding, further, more detailed investigation into hosting a reduced NYE program has since occurred and with additional Council allocations fireworks displays at Glenelg and Brighton could be mounted. Staff resources and budget savings previously recouped in the June endorsed program and budget would need to be reallocated to enable the reduced NYE event scope to go ahead.

As supplier contracts and infrastructure have been released additional costs will likely be incurred as previously agreed prices are no longer confirmed. Confirmation of these costs, along with supplier availability, is currently occurring. Stakeholder discussions with South Australia Police, emergency services and Department for Infrastructure and Transport are ongoing to ensure appropriate considerations are afforded to the Transforming Jetty Road and Tram Grade Separation projects. Sponsorship opportunities, particularly with past sponsor SOLO, will be investigated at the earliest opportunity should the fireworks-only event be approved, noting that a reduced event scope holds less appeal to potential sponsors.

An updated budget considers increases for suppliers and infrastructure not previously applicable and potential unknown costs for public safety and security due to the construction projects in the precinct. South Australia Police has advised it will allocate resources to the project once approved by Council, therefore any information to date has been advisory in nature only.

Updated costs to host a fireworks-only NYE celebration for Glenelg (family at 9pm; midnight) at Glenelg and Brighton (family only) with no other entertainment are:

Item	Detail	Cost	Notes
Safety and security	Ambulance/St John, SLISA, lighting, signage, EOC, fencing, security, PA	\$94.2k	Increased security and safety requirements due to fireworks and active event requirements
Fireworks	Brighton x 1; Glenelg x 2	\$38k	
Field Services works		\$15k	
Waste management, cleaning and toilets		\$37.1k	
Promotion	Signage, resident letters	\$2.5k	Additional promotion budget to ensure community understanding of event type and public transport options
Traffic management OR potential shuttle bus/parking hub offsite.		\$18.5k	Complementary cost savings with TJR project being investigated
		\$205.3k	
Funding			
DPC grant	\$65k		
Council endorsed allocation	\$50k		
Shortfall		\$90.3k	

A fireworks-only NYE celebration will need robust promotion to ensure clear public messaging occurs to reduce disappointment and complaints. Council must also note that resource savings in the events team (530 hours) and Field Services (184 hours) will not be realised and customer service levels continuing to be affected.

To mobilise a reduced NYE celebration that takes advantage of the state government funding and delivers core value to the community through the display of fireworks, while maintaining public safety and security, Council needs to allocate an additional \$90,300 funding toward the events program budget.

Budget

This request for additional funds for the events budget is not currently included in Council's endorsed budget for 2025-26.

Life Cycle Costs

Not applicable

Strategic Plan

Event Strategy 2021 - 2025

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Manager City Activation

General Manager: Community and Business, Ms M Lock