

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**

9 July 2024 at 7.00pm



Roberto Bria
Chief Executive Officer



1. Opening

The Mayor will declare the meeting open at 7.00pm.

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

5.2 Absent

6. Items Presented to Council

7. Declaration Of Interest

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

8. Confirmation Of Minutes

That the minutes of the Ordinary Meeting of Council held on 25 June 2024 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 - Nil**
- 11. Member’s Activity Reports - Nil**
- 12. Motions on Notice**
- 12.1 Path in Bowker Oval – Councillor Fleming (Report No: 224/24)
- 13. Adjourned Matters - Nil**
- 14. Reports of Management Committees and Subsidiaries**
- 14.1 Minutes - Executive Committee – 18 June 2024 (Report No: 222/24)
- 14.2 Minutes – Transforming Jetty Road Committee – 19 June 2024 (Report No: 207/24)
- 15. Reports by Officers**
- 15.1 Items in Brief (Report No: 216/24)
- 15.2 Brighton Croquet Club Lease Extension (Report No: 220/24)
- 15.3 Holdfast Bay Community Centre – New Lease (Report No: 221/24)
- 15.4 Deaccession of Planets Sculpture (Report No: 217/24)
- 15.5 Tourism Recovery Plan 2023 – Outcomes and Achievements (Report No: 218/24)
- 15.6 Call for Nominations - Greater Adelaide Regional Organisation of Councils (Report No: 219/24)
- 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 Transforming Jetty Road Concept Plan – City Zone (Report No: 210/24)
- 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.

18.2 2023-24 CEO Performance Review – Chief Executive Officer (Report No: 223/24)

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:

- a. Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

19. Closure

Roberto Bria
Chief Executive Officer

Item No: 12.1

Subject: MOTION ON NOTICE – PATH IN BOWKER OVAL – COUNCILLOR FLEMING

Proposed Motion

Councillor Fleming proposed the following motion:

That Administration design and cost a compliant path within the Bowker Oval facility that allows access from the northern and southern carparks to the BBQ area that provides access to the Community Garden and playspace. That a report be brought back to Council with the design options and associated costings.

Background

Within the Bowker Oval facility there is currently no walkable path that provides access from the northern and southern car parks to the BBQ area, adjacent to Balmoral Avenue. Currently there is a path that runs north/south on the western side of the playspace and tennis court. This path is acting as a “spoon drain” to stop water from flowing into the playspace. As a result, the path is not usable during rain events.

Item No: 14.1

Subject: MINUTES – EXECUTIVE COMMITTEE – 18 JUNE 2024

Summary

The minutes of the meeting of the Executive Committee held 18 June 2024 are presented to Council for information.

Recommendation

That Council:

1. notes the minutes of the meeting of the Executive Committee of 18 June 2024;

RETAIN IN CONFIDENCE - Section 91(7) Order

2. That having considered Agenda Item 14.3 222/24 – Minutes – Executive Committee – 18 June 2024 in confidence under section 90(2) and (3)(a) of the *Local Government Act 1999*, Council, pursuant to section 91(7) of that Act orders that Attachment 2 be retained in confidence for a period of 24 months and that this order be reviewed every 12 months.
-

Background

Council established an Executive Committee pursuant to section 41 of the *Local Government Act 1999* with responsibility for undertaking the annual performance appraisal of the Chief Executive Officer to:

- recommend to Council the form and process of the Chief Executive Officer's annual performance appraisal;
- undertake the annual performance appraisal; and
- provide a report and to make recommendations to Council on any matters arising from the annual performance appraisal.

The Executive Committee's authority extends to making recommendations to Council and does not have any authority to make decisions in relation to the Chief Executive Officer's employment arrangements.

Report

The minutes of the meeting of the Executive Committee held on 18 June 2024 are attached for Members' information.

Refer Attachments 1 and 2

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Statutory requirement

Council Policy

Not applicable

Statutory Provisions

Local Government Act 1999

Written By: Executive Assistant, Strategy and Corporate

General Manager: Assets and Delivery, Ms P Jackson

Attachment 1

Minutes of the meeting of the Executive Committee of the City of Holdfast Bay held in the Kingston Room, Brighton Civic Centre, 24 Jetty Road, Brighton on Tuesday 18 June at 5:30pm.

PRESENT

Members

Chair – Mayor A Wilson
Deputy Mayor – S Lonie
Councillor B Patton
Councillor C Lindop

Independent Member

Ms C Molitor

Staff

General Manager, Assets and Delivery – P Jackson

1. OPENING

The Mayor declared the meeting open at 5.26pm.

2. KAURNA ACKNOWLEDGEMENT

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

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

3. APOLOGIES

- 3.1 Apologies Received – Councillor J Fleming, Councillor M O’Donohue
- 3.2 Absent

4. DECLARATION OF INTEREST

Members were reminded to declare their interest before each item.

5. CONFIRMATION OF MINUTES

Motion

That the minutes of the Executive Committee held on 7 May 2024 be taken as read and confirmed.

Moved by Councillor Lonie, Seconded by Councillor Patton

Carried

6. REPORTS BY OFFICERS

6.1 Nil

7. URGENT BUSINESS – SUBJECT TO LEAVE OF THE MEETING - Nil**8. CONFIDENTIAL ITEMS**

8.1 **2023-24 Performance Review – Chief Executive Officer** (Report No: 161/24)

Motion – Exclusion of the Public Section 90(3)(a)

1. That pursuant to Section 90(2) of the *Local Government Act 1999* Executive Committee hereby orders that the public be excluded from attendance at this meeting with the exception of the General Manager, Assets and Delivery and staff minute taker in attendance at the meeting in order to consider Report No: 161/24 – 2023-24 Performance Review – Chief Executive Officer in confidence.
2. That in accordance with Section 90(3) of the *Local Government Act 1999* Executive Committee is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 161/24 – 2023-24 Performance Review – Chief Executive Officer on the following grounds:
 - a. pursuant to section 90(3)(a) of the Act, the information to be received, discussed or considered in relation to Report No: 161/24 – 2023-24 Performance Review – Chief Executive Officer is information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead), being Chief Executive Officer, Mr Roberto Bria, in that details of his performance review will be discussed, which are sensitive and are details only known to those who have participated in the discussion.
3. The Executive Committee is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information or discussion confidential.

Moved Councillor Lonie, Seconded Councillor Lindop

Carried

Motion - RETAIN IN CONFIDENCE - Section 91(7) Order

That having considered Agenda Item 8.1 161/24 – 2023-24 Performance Review – Chief Executive Officer in confidence under section 90(2) and (3)(a) of the *Local Government Act 1999*, the Executive Committee, pursuant to section 91(7) of that Act orders that the report, attachment and minutes be retained in confidence for a period of 24 months and that this order be reviewed every 12 months.

Moved Councillor Patton, Seconded Councillor Lonie

Carried

9. CLOSURE

The Meeting closed at 5.46 pm.

CONFIRMED Day and date

MAYOR

Item No: 14.2

Subject: **MINUTES – TRANSFORMING JETTY ROAD COMMITTEE –
19 JUNE 2024**

Summary

The minutes of the meeting of the Transforming Jetty Road Committee held 19 June 2024 are presented to Council for information.

Recommendation

That Council:

- 1. notes the minutes of the meeting of the Transforming Jetty Road Committee of 19 June 2024.**

RETAIN IN CONFIDENCE - Section 91(7) Order

- 2. That having considered Agenda Item 14.2 207/24 – Minutes – Transforming Jetty Road Committee – 19 June 2024 in confidence under section 90(2) and (3)(a) of the *Local Government Act 1999*, Council, pursuant to section 91(7) of that Act orders that Attachment 2 be retained in confidence for a period of 24 months and that this order be reviewed every 12 months.**
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Background

The Transforming Jetty Road Committee was established by Council, pursuant to section 41 of the *Local Government Act 1999*.

The Committee has been charged with providing strategic oversight and high level advice and recommendations to Council regarding the Transforming Jetty Road Project within the context of concept design outcomes, timing of activities, community consultation, budget and project governance matters.

Report

The minutes of the meeting of the Transforming Jetty Road Committee held on 19 June 2024 are attached for Members' information.

Refer Attachments 1 and 2

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Not applicable

Council Policy

Not applicable

Statutory Provisions

Local Government Act 1999, section 41

Written By: Executive Assistant to the Chief Executive Officer

Chief Executive Officer: Mr R Bria

Attachment 1

Minutes of the meeting of the Transforming Jetty Road Committee of the City of Holdfast Bay held in the Kingston Room, Brighton Civic Centre, 24 Jetty Road, Brighton on Wednesday 19 June 2024 at 6:00pm.

PRESENT

Members

Chair – Mayor A Wilson
Councillor J Smedley
Councillor S Lonie
Councillor A Kane
Ms G Martin
Mr C Morley
Mr C Maios
Mr R Troup

Staff

Chief Executive Officer – R Bria
Project Director – F Primerano
Project Manager – C Armfield

1. OPENING

The Mayor declared the meeting open at 6.00pm.

2. KAURNA 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. APOLOGIES

- 3.1 Apologies Received
- 3.2 Absent

4. DECLARATION OF INTEREST

Members were reminded to declare their interest before each item.

5. ACTION ITEMS

Nil

6. PRESENTATIONS

- 6.1 Nil

7. REPORTS BY OFFICERS

7.1 Committee Meeting Schedule (Report No: 196/24)

The Committee's Terms of Reference sets out that the Committee shall meet bi-monthly (every two months), at appropriate times in the Project's reporting cycle, and otherwise as required.

The proposed meeting dates have been scheduled to coincide with key timeframes and milestones in the project schedule.

Motion

That the Transforming Jetty Road Committee approves the proposed meeting schedule.

Moved Councillor Smedley, Seconded Councillor Lonie

Carried

7.2 Project Status Report (Report No: 197/24)

The report provided commentary on the Transforming Jetty Road Status Report for May 2024. The aim of the status report is to highlight how the project is tracking towards expected outcomes, current and future activities, key risks and issues emerging, current stakeholder engagement activities, and project finances.

Motion

That the Committee notes the report.

Moved G Martin, Seconded Councillor Smedley

Carried

8. URGENT BUSINESS – SUBJECT TO LEAVE OF THE MEETING - Nil

9. CONFIDENTIAL ITEMS

9.1 Transforming Jetty Road Draft City Zone Concept Plan (Report No: 198/24)

Motion – Exclusion of the Public Section 90(3)(d and j)

1. That pursuant to Section 90(2) of the *Local Government Act 1999* the Transforming Jetty Road Committee hereby orders that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer and Staff in attendance at the meeting in order to consider Report No: 198/24 Transforming Jetty Road City Zone Draft Concept Plan in confidence.
2. That in accordance with Section 90(3) of the *Local Government Act 1999* the Transforming Jetty Road Committee is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 198/24 Transforming Jetty Road City Zone Draft Concept Plan on the following grounds:

- d. pursuant to section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to confer a commercial advantage on a third party and that information may prejudice the commercial position of the project.
- j. pursuant to section 90(3)(j) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is information the disclosure of which would divulge information provided on a confidential basis by or to the Minister for Infrastructure and Transport.

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information.

- 3. The Transforming Jetty Road Committee is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information or discussion confidential.

Moved Councillor Kane, Seconded Councillor Lonie

Carried

Motion - Retain In Confidence - Section 91(7) Order

That having considered Agenda Item 9.1 Transforming Jetty Road Draft Concept Plan City Zone in confidence under section 90(2) and (3)(d and j) of the *Local Government Act 1999*, the Transforming Jetty Road Committee, pursuant to section 91(7) of that Act orders that the report, attachment and minutes be retained in confidence for a period of eight months and/or the Chief Executive Officer is authorised to release the documents when the concept plan has been released to the public and that this order be reviewed every 12 months.

Moved Councillor Kane, Seconded Councillor Smedley

Carried

10. CLOSURE

The Meeting closed at 7.25pm.

CONFIRMED 19 June 2024

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. Update on the future of e-scooters and other personal devices in South Australia**
 - 2. Glenelg Bowling Club Discounted Park**
 - 3. Minister Scriven MLC correspondence on Sharks and Stingrays**
 - 4. Southern Region Waste Resource Authority Charter 2024**
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Report

- 1. Update on the future of e-scooters and other personal devices in South Australia**

The State Government has provided an update regarding use of electric scooters (e-scooters), electric skateboards (e-skateboards) and other personal mobility devices in South Australia.

Legislation has been introduced to Parliament that will pave the way for e-scooters and other personal mobility devices to be used on public roads and paths across South Australia without requirements for the vehicle to be registered or to hold a driver's licence.

Detailed regulations around device dimensions, areas of access to the road environment, speed limits, minimum age for riders and the road rules they must follow will now be drafted and will consider current research and consultation with experts and stakeholders, with the aim that new legislation is expected to commence in early 2025.

The use of privately-owned personal mobility devices will remain prohibited on public roads and paths in South Australia until the Bill has successfully passed Parliament and the framework implemented. Until a future regulatory framework is in place, South Australia will continue with the fleet operated e-scooter trials.

Updates will be provided on the My Licence website as the project progresses.

2. Glenelg Bowling Club Discounted Parking

On 8 December 2020, Council resolved to provide discounted parking to the Glenelg Bowling Club from the free two hours to four hours as per the Event Cinema offer. This was a trial to increase patronage of Council's carpark on Patridge Street.

The Club has communicated their appreciation, with vouchers helping them to attract visitors. However, with a request of less than 100 vouchers per annum and no noticeable difference in patronage or income at the car park, the trial has not achieved the desired outcome. Therefore, alternative marketing strategies have been introduced to increase patronage.

In the meantime, while there is still ample capacity in the car park, Administration will continue the agreement with the Glenelg Bowling Club to provide this discounted parking.

3. Minister Scriven MLC correspondence regarding Sharks and Stingrays

Mayor Wilson received correspondence from the Office of the Hon Clare Scriven MLC, Minister for Primary Industries and Regional Development in response to Council's letter regarding the protection for sharks and stingrays.

Refer Attachment 1

4. Southern Region Waste Resource Authority Charter 2024

Southern Region Waste Resource Authority (SRWRA) Board undertook a review of their Charter earlier in the year. The Draft Charter 2024 was distributed to the Constituent Councils for consideration and was approved by Council on 23 March 2024. The adopted version is provided for Members' information.

Refer Attachment 2

Written By: Executive Officer and Assistant to the Mayor

Chief Executive Officer: Mr R Bria

Attachment 1



Ms Amanda Wilson
Mayor
City of Holdfast Bay
krowntree@holdfast.sa.gov.au

Dear Ms Wilson

Thank you for your letter of 21 May 2024 regarding protection for sharks and rays.

I acknowledge the important role sharks and rays play in South Australia's aquatic ecosystem and the understandable community interest and concern for their welfare.

Current regulations regarding recreational fishing in South Australia include bag and boat limits for some shark species (School/Gummy and Bronze/Dusky Whaler sharks) and the protection of White Shark. I am advised there are also gear restrictions on the use of heavy fishing gear including heavy traces and large hook sizes across the State and berleying restrictions aimed at reducing the targeting of sharks and incidental catch of sharks and rays.

The Department of Primary Industries and Regions (PIRSA) also actively encourages the ethical treatment and handling of sharks and rays, including the humane dispatch of the animal if fishers wish to keep a shark or ray for consumption purposes.

To assist in building a culture of good catch methods and handling practices, PIRSA focuses on education and awareness in relation to shark and ray captures. The ongoing initiatives in this regard include the use of communication and engagement materials, and Fishcare volunteers. Information on best-practice fishing methods for sharks and rays can be found on the PIRSA website at: [Fishing for sharks and rays - PIRSA](#)

The results of the most recent recreational fishing survey published on 22 February 2023, demonstrate the effectiveness of these management arrangements and education initiatives relevant to fishing for sharks and rays. Consistent with previous recreational fishing survey results, the recreational fishing catch and effort estimates reported in the *Survey of Recreational Fishing in South Australia in 2021-22* indicate all rays, including Southern Eagle Ray and Smooth Stingray, and an average of 94% of sharks (other than School and Gummy Sharks) were released by recreational fishers. These results indicate that most recreational fishers are not targeting rays or wishing to retain these animals.

Minister for Primary Industries and Regional Development
Minister for Forest Industries

GPO Box 1671 Adelaide SA 5001
Telephone 08 8226 2931 | Email minister.scriven@sa.gov.au



As indicated in your letter, PIRSA received a submission from a collective group of community and conservation groups for better protection for sharks and rays. PIRSA has been working with the proponents of the submission on the development of a discussion paper presenting management options for sharks and rays. I understand this paper is inclusive of options for Southern Eagle Ray and Smooth Stingray. PIRSA will work closely with the proponents in finalising the paper and undertaking targeted consultation with key stakeholders when finalised.

Once again, thank you for writing to me on this important matter.

Yours sincerely

A handwritten signature in blue ink that reads "Clare Scriven" with a stylized flourish extending to the right.

Hon Clare Scriven MLC
MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT
MINISTER FOR FOREST INDUSTRIES

28 / 6 / 2024

Attachment 2

SOUTHERN REGION WASTE RESOURCE AUTHORITY
REGIONAL SUBSIDIARY
LOCAL GOVERNMENT ACT 1999
Charter 2024

PART I: GENERAL

1. INTRODUCTION

1.1 *Name*

The name of the subsidiary is Southern Region Waste Resource Authority (referred to as '*the Authority*' in this Charter).

1.2 *Definitions*

- 1.2.1 **absolute majority** means a majority of the whole number of the Board members or of the Constituent Councils as the case may be;
- 1.2.2 **Act** means the *Local Government Act 1999*;
- 1.2.3 **Board** means the board of management of the Authority;
- 1.2.4 **Budget** means a budget consistent with Clause 6.5 and last adopted by the Board
- 1.2.5 **Constituent Councils** means the Councils identified at Clause 2.1 of this Charter;
- 1.2.6 **Gazette** means the *South Australian Government Gazette*;
- 1.2.7 **net assets** means total assets (current and non-current) less total liabilities (current and non-current) as reported in the annual audited financial statements of the Authority together with the net present value of the projected future cash inflows net of cash outflows of the remaining useable airspace over the SRWRA Landfill Operation as licensed by the Environment Protection Authority;
- 1.2.8 **simple majority** means a majority of those present and entitled to vote;
- 1.2.9 **SRWRA Landfill Operation** means that land which is held by the Authority under certificates of title volume 5822, folio 967; volume 5822, folio 966; volume 5822, folio 965; volume 5299, folio 719; volume 5299, folio 720; volume 6199, folio 621 and volume 6217, folio 132;
- 1.2.10 **waste** means any or all waste as approved under the Environment Protection Act licence held by the Authority or its contractor.

PART II: GOVERNANCE

2. THE AUTHORITY

2.1 *Establishment and Charter*

2.1.1 The Authority is a regional subsidiary established pursuant to Section 43 of and Schedule 2 to the Act by the:

- 2.1.1.1 City of Holdfast Bay;
- 2.1.1.2 City of Marion; and
- 2.1.1.3 City of Onkaparinga.

2.1.2 This Charter may be amended at any time by unanimous decision (expressed by resolution) of the Constituent Councils.

2.1.3 Before the Constituent Councils vote on a proposal to alter this Charter, they must take into account any recommendations of the Board.

2.1.4 For the purposes of Clause 19(5)(b) of Schedule 2 to the Act, the Chief Executive Officers of the Constituent Councils have determined that a copy of the Charter, must be published on the website of the Authority.

2.1.5 This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Schedule 2 to the Act except as modified by this Charter in a manner permitted by Schedule 2.

2.2 *Objects and Purposes*

2.2.1 The Authority is established to:

- 2.2.1.1 provide and operate services at a place or places for the management of waste by or on behalf of the Constituent Councils and/or any other approved councils;
- 2.2.1.2 undertake anything relevant (including educational programmes and processes) to the management of waste;
- 2.2.1.3 provide a forum for discussion and/or research for the ongoing improvement of management of waste;
- 2.2.1.4 undertake management of waste on behalf of the Constituent Councils on a competitive basis;
- 2.2.1.5 fulfil, on behalf of the Constituent Councils, any ongoing obligation in relation to rehabilitation and monitoring of waste management facilities under its control;
- 2.2.1.6 secure best value and value for money in waste management activities and services;
- 2.2.1.7 develop or facilitate activities or enterprises that result in a beneficial use of waste;
- 2.2.1.8 be financially self-sufficient;
- 2.2.1.9 develop or facilitate activities or enterprises that result in a beneficial use of the landfill site or infrastructure;
- 2.2.1.10 keep the Constituent Councils informed about relevant emerging opportunities, trends or issues in waste management; and
- 2.2.1.11 have regard in the performance of its functions to sustainable, environmentally efficient practices with regard to waste management

2.2.2 The Authority must in the performance of its role and functions and in all of its plans, policies and activities:

- 2.2.2.1 operate in a sustainable manner by giving due weight to economic, social and environmental considerations; and
- 2.2.2.2 conduct its activities in compliance with all regulatory requirements and in a manner that minimises risk to the Constituent Councils.

2.3 *Powers and Functions of the Authority*

Subject to this Charter, the Authority may exercise the following powers in the performance or discharge of its objects and purposes:

- 2.3.1 the accumulation of surplus funds including for investment purposes;
- 2.3.2 investing any of the funds of the Authority in any investment authorised by the *Trustee Act 1936*, or with the Local Government Finance Authority provided that:
 - 2.3.2.1 in exercising this power to invest the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
 - 2.3.2.2 the Authority must avoid investments that are speculative or hazardous in nature;
- 2.3.3 setting aside a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Authority or meeting any deferred liability of the Authority;
- 2.3.4 borrowing money and/or to incurring expenditure in accordance with Clause 6.2 of this Charter;
- 2.3.5 opening and operating bank accounts;
- 2.3.6 entering into contracts, purchasing, selling, leasing, hiring, renting or otherwise acquiring or disposing of any personal property or interests therein;
- 2.3.7 purchasing, selling, leasing, hiring, renting or otherwise acquiring or disposing of any real property or interests therein, provided that it is a condition precedent, that in any such transaction where the Authority will incur a singular or a total liability of \$1,000,000 or more that unless the liability is included in the Budget; the prior written approval of two-thirds of the Constituent Councils is obtained;
- 2.3.8 participating in a joint venture, trust, partnership or similar for the purpose of engaging in a commercial activity or enterprise;
- 2.3.9 appointing, managing, suspending and dismissing the Chief Executive Officer of the Authority;
- 2.3.10 engaging retaining, and dispensing with the services of professional advisers to the Authority;
- 2.3.11 charging whatever fees, the Authority considers appropriate for services rendered to any person, body or Council;
- 2.3.12 making any election for the purpose of any tax or statutory charge;
- 2.3.13 determining the types of waste which shall be received and the method of collection, treatment, recycling and disposal of that waste;
- 2.3.14 undertaking all manner of things relating and incidental to the collection, treatment, recycling and disposal of waste;
- 2.3.15 pursuing the concept of co-operative regionalism in the collection, treatment, recycling and disposal of waste for which the Constituent Councils are or may become responsible
- 2.3.16 causing all waste collected by the Authority to be treated, recycled and disposed of in a sanitary and environmentally acceptable way;
- 2.3.17 providing a forum for the discussion and consideration of topics related to the Constituent Councils' obligations and responsibilities in respect of waste;
- 2.3.18 adopting and using a trading name provided that the Authority shall first register the trading name with the Australian Securities and Investment Commission;
- 2.3.19 commencing legal proceedings provided that any legal proceedings seeking urgent relief be the subject of an urgent report to the Constituent Councils by the Chief Executive Officer;
- 2.3.20 without limiting the Authority's powers and functions, making submissions to and negotiating with the Federal Government, State Government and other sources of grant funding in relation to the provision and receipt of funding for the Authority; and
- 2.3.21 anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers and functions or the attainment of its objects and purposes.

2.4 *National Competition Policy*

If the Authority engages in any commercial activity or enterprise which constitutes a significant business activity of the Authority, it will, where necessary and having regard to a cost/benefit analysis, apply relevant principles of competitive neutrality to that activity.

2.5 *Acting Outside Areas of Constituent Councils*

The Authority may undertake its activities outside the areas of the Constituent Councils in accordance with the Act but only where such activities have been approved by the Constituent Councils as being necessary or expedient to the performance by the Authority of its functions and the activity is included in the annual business plan of the Authority.

2.6 *Delegation by the Authority*

The Authority may delegate any of its powers except those to:

- 2.6.1 impose charges;
- 2.6.2 enter into transactions in excess of \$250,000
- 2.6.3 subject to this Charter, borrow money or obtain any other form of financial accommodation;
- 2.6.4 approve expenditure of money on the works, services or operations of the Authority not set out in the Budget or where required by this Charter, approved by the Constituent Councils;
- 2.6.5 approve the payment of allowances to members of the Board;
- 2.6.6 adopt or revise an annual business plan or Budget or any financial estimates and reports; and
- 2.6.7 make any application or recommendation to the Minister.

2.7 *Committees*

- 2.7.1 The Board may establish a committee comprised of any persons to deal with any matter within the Authority's functions and as detailed in the terms of reference adopted by the Board for the committee.
- 2.7.2 The Board may delegate powers and functions to a committee.

2.7.3 A member of a committee established under this Clause holds office at the pleasure of the Board.

2.7.4 The Chair of the Board is an ex-officio a member of any committee established by the Board.

3. CONSTITUENT COUNCILS

3.1 *Withdrawal*

3.1.1 A Constituent Council may not withdraw from the Authority except with the approval of the Minister and subject to the Act and this Charter.

3.1.2 A Constituent Council which intends to withdraw from the Authority shall give to the Board and the other Constituent Councils written notice of such intention, specifying the date of intended withdrawal. The notice shall be a minimum of twenty-four months' notice expiring on 30 June of the relevant financial year.

3.1.3 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council for the payment of its contribution towards any actual or contingent deficiency in the net assets of the Authority at the end of the financial year in which such withdrawal occurs.

3.1.4 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council to contribute to any loss or liability incurred by the Authority at any time before or after such withdrawal in respect of any act or omission by the Authority prior to such withdrawal. For the avoidance of doubt, any and all costs associated with closure processes (including but not limited to capping and post-closure monitoring and necessary actions) of a waste cell or the landfill site generally is a liability incurred before the withdrawal of a Constituent Council and is, therefore, a continuing liability for the purposes of this Clause.

3.1.5 Payment by or to the withdrawing Constituent Council must be fully paid by 30 June of the financial year following 30 June of the year in which the withdrawal occurs unless there is agreement of alternative payment arrangements made by the Constituent Councils.

3.2 *New Members*

Subject to the provisions of the Act, the Constituent Councils may unanimously agree to admit a new Constituent Council or Councils, to membership of the Authority, with or without conditions.

3.3 *Direction by Constituent Councils*

To be effective, a direction of the Constituent Councils for the purposes of Clause 26 of Schedule 2 to the Act must be evidenced by a minute signed by the Chief Executive Officer of each of the Constituent Councils and provided to the Chief Executive Officer of the Authority, as a true and accurate record of the decision made by the delegate or at the relevant Council meeting.

4. BOARD OF MANAGEMENT

The Authority is a body corporate and is governed by the Board, which has the responsibility to manage the business and other affairs of the Authority in accordance with this Charter and any delegations made to it by the Constituent Councils.

4.1 *Functions of the Board*

4.1.1 The formulation of strategic plans and strategies aimed at improving the business of the Authority.

4.1.2 To provide professional input and policy direction to the Authority.

4.1.3 Monitoring, overseeing and measuring the performance of the Chief Executive Officer of the Authority.

4.1.4 Implementing effective risk management policies, practices, procedures and strategies, including by ensuring the protection of assets under the care and control of the Authority.

4.1.5 Ensuring that a code of ethical behaviour and integrity is established and implemented in all business dealing of the Authority.

4.1.6 Developing business plans.

4.1.7 Exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons.

4.1.8 Observing all plans, targets, structures, systems and practices required or applied to the Authority by the Constituent Councils.

4.1.9 Ensuring that all information furnished to a Constituent Council is accurate.

4.1.10 Ensuring that the Constituent Councils are advised, as soon as practicable, of any material development that affects the financial or operating capacity of the Authority or gives rise to the expectation that the Authority may not be able to meet its debts as and when they fall due.

4.2 *Membership of the Board*

4.2.1 The Board shall consist of eight members appointed as follows:

4.2.1.1 two persons appointed by each Constituent Council, one of whom must be a senior officer of the Constituent Council making the appointment;

4.2.1.2 two persons appointed jointly by the Constituent Councils who are not members or officers of a Constituent Council but who, in the opinion of the Constituent Councils, have expertise in waste management and/or business. These persons will be chosen from a list of persons circulated to the Constituent Councils and appointed by a panel comprising the Chief Executive Officer (or nominee) and one other person from each Constituent Council nominated by the Chief Executive Officer.

4.2.2 With the exception of the persons appointed pursuant to subclause 4.2.1.2, a Board Member shall, subject to this Charter, be appointed for a term not exceeding the term determined by the Constituent Council and specified in the instrument of appointment and at the expiration of the term of office will be eligible for re-appointment.

4.2.3 The maximum term of service for Board Members appointed pursuant to subclause 4.2.1.2 should not exceed 10 years.

4.2.4 The Constituent Councils may appoint either a specific Deputy for each Board Member appointed pursuant to subclause 4.2.1.1 or one non-specific Deputy for both such Board Members and a second Deputy to that Deputy. In the absence of a Board Member, the specific Deputy or the non-specific Deputy will be deemed to be the Board Member for that time or, where a non-specific Deputy and second Deputy have been appointed and both Board Members are absent then both Deputies will be deemed to be the Board Members for that time, exercising all of the rights and privileges and being subject to all of the obligations and liabilities of the Board Member(s) during the absence of the Board Member(s).

- 4.2.5 The Constituent Councils should give consideration to the skills that may be required for the Board to operate effectively when making Board appointments.
- 4.2.6 In addition to the circumstances provided for under Clause 20(3) of Schedule 2 to the Act, the office of a Board Member will become vacant upon:
- 4.2.6.1 the Constituent Council (or Constituent Councils as the case may be) responsible for appointing the Board Member providing written notice to the Board Member and the Board of the Constituent Council's (or Constituent Councils') decision to remove the Board Member from office. The Board Members appointed under subclause 4.2.1.2, can only be removed from office by a unanimous decision of the Constituent Councils; or
- 4.2.6.2 if the Board Member is an elected member or officer of a Constituent Council, upon ceasing to be either an elected member of or an employee of the Constituent Council as the case may be; or
- 4.2.6.3 if the Board Member has been appointed pursuant to subclause 4.2.1.1, upon the Constituent Council withdrawing from the Authority.
- 4.2.7 The Board may by a two-thirds majority vote of the Board Members present (excluding the Board Member subject to this subclause 4.2.7) make a recommendation to the relevant Constituent Council requesting the Constituent Council to terminate the appointment of a Board Member that it has appointed under subclause 4.2.1.1 or, to all of the Constituent Councils to terminate the appointment of a Board Member appointed under subclause 4.2.1.2 for:
- 4.2.7.1 any behaviour of the Board Member which, in the opinion of the Board, amounts to impropriety and includes, but is not limited to, a breach of the Member's obligations under the Act;
- 4.2.7.2 serious neglect of duty in attending to his/her responsibilities as a Board Member;
- 4.2.7.3 breach of fiduciary duty to the Authority;
- 4.2.7.4 breach of the duty of confidentiality to the Authority; or
- 4.2.7.5 any other behaviour which, in the opinion of the Board, may discredit the Authority.
- 4.2.8 If any casual vacancy occurs in the membership of the Board it will be filled in the same manner as the original appointment for the balance of the term of the original appointment.
- 4.2.9 The Board Member appointed pursuant to subclause 4.2.1.2 shall be eligible for an allowance from the funds of the Authority as the Board shall determine from time to time.
- 4.3 *Propriety of Members of the Board*
- 4.3.1 Whilst all Board Members must comply with their statutory obligations under the Act, only the Board Members appointed pursuant to subclause 4.2.1.2 are required to comply with Division 2, Part 4 (Register of Interests) of Chapter 5 of the Act.
- 4.4 *Chair of the Board*
- 4.4.1 The Chair of the Board shall be a person appointed pursuant to subclause 4.2.1.2 and shall hold office for a term of three years, unless he/she resigns, is removed from office pursuant to subclause 4.2.6 or, is otherwise no longer eligible to act as a Board Member.
- 4.4.2 Subject to Clause 4.2.3, the Chair is eligible for re-appointment at the expiration of the term of office. The decision regarding re-appointment is made by the panel formed pursuant to subclause 4.2.1.2.
- 4.4.3 The Board will choose a person appointed pursuant to subclause 4.2.1.1 or 4.2.1.2 to be the Deputy Chair of the Board for a term determined by the Board.
- 4.4.4 In the event of the Chair being absent from a meeting, the Deputy Chair shall preside and in the event of both the Chair and the Deputy Chair being absent from a meeting, the Board Members present shall appoint a person from amongst themselves to chair the meeting.
- 4.4.5 In the event that the Chair either resigns or is no longer eligible to act as a Board Member prior to the expiration of their term, the Deputy Chair shall hold office until a further appointment is made pursuant to subclause 4.2.1.2 whereupon the person so appointed will hold office for the duration of the original appointment. The Deputy Chair is not entitled to any allowance that is paid to the Chair whilst acting in the office of the Chair.
- 4.5 *Meetings of the Board*
- 4.5.1 Subject to the requirements of Schedule 2 to the Act, this Charter and any direction of the Constituent Councils, the Board must determine its own meeting procedures for the proceedings and conduct of all Board meetings and set them out in a Code of Practice for Meetings which shall be reviewed every two years.
- 4.5.2 Ordinary meetings of the Board must take place at such times and places as may be fixed by the Board or the Chief Executive Officer of the Authority from time to time. There shall be at least six ordinary meeting of the Board held in each financial year. Meetings shall not be held before 5 p.m. unless the Board resolves otherwise by resolution supported unanimously by all of the Board Members present at the meeting which determines the issue.
- 4.5.3 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority.
- 4.5.4 Notice of ordinary meetings of the Board must be given by the Chief Executive Officer to each Board Member in the same manner as notice is given by a Chief Executive Officer of a council for an ordinary meeting of a council and for these purposes Section 83 of the Act extends to the Authority as if it were a council.
- 4.5.5 Any Constituent Council or Board Member may by delivering a written request to the Chief Executive Officer of the Authority require a special meeting of the Board to be held. The request will only be valid if it is accompanied by the agenda for the special meeting. On receipt of the request the Chief Executive Officer shall send a notice of the special meeting to all Board Members at least 24 hours prior to the commencement of the special meeting. Such notice shall comply with subclauses 4.5.7 and 4.5.9 of this Charter.
- 4.5.6 The quorum for a meeting of the Board is one-half of the members in office, ignoring any fraction plus one.
- 4.5.7 Each Board Member present at a Board Meeting, excluding the Chairperson, is entitled to vote on a matter. All matters for decision at a meeting of the Board will be decided by a simple majority of votes of the Board Members present and entitled to vote on the matter except where this Charter provides otherwise. In the event that the votes are equal the Chairperson may exercise a casting vote.

- 4.5.8 Subject to complying with their statutory obligations, all Board Members present at a meeting shall vote.
- 4.5.9 Chapter 6, Part 3 of the Act does not apply to the Authority. Meetings of the Board will not be open to the public unless the Board otherwise resolves.
- 4.5.10 Each Board Member must be supplied with a copy of all minutes of the proceedings of a meeting within five days of the meeting.
- 4.5.11 Prior to the conclusion of each meeting of the Board, the Board must identify which agenda items considered by the Board at that meeting will be the subject of an information report to the Constituent Councils.

PART III: BUSINESS & FINANCIAL REQUIREMENTS

5. STAFF

- 5.1 The Board must appoint a Chief Executive Officer of the Authority to manage the business of the Authority on terms determined by the Board, acting reasonably. The Chief Executive Officer may be a natural person or a body corporate.
- 5.2 The Chief Executive Officer shall cause records to be kept of the business and financial affairs of the Authority in accordance with this Charter.
- 5.3 In the absence or likely absence of the Chief Executive Officer for any period exceeding two weeks, a suitable person to act in the position of Chief Executive Officer of the Authority must be appointed by the Chief Executive Officer after consultation with the Chair or, in default, by the Chair.
- 5.4 The Chief Executive Officer is responsible for the day to day management of the Authority and will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Authority.
- 5.5 The functions of the Chief Executive Officer shall be specified in the terms and conditions of appointment and shall include but not be limited to:
 - 5.5.1 attending at all meetings of the Board unless excluded by resolution of the Board;
 - 5.5.2 ensuring that lawful decisions of the Board are implemented in a timely and efficient manner;
 - 5.5.3 providing information to assist the Board to assess the Authority's performance against its Strategic and business plans;
 - 5.5.4 appointing, managing, suspending and dismissing other employees of the Authority;
 - 5.5.5 determining the conditions of employment of employees of the Authority, within budgetary constraints set by the Board;
 - 5.5.6 providing advice and reports to the Board on the exercise and performance of the powers and functions under this Charter or any Act;
 - 5.5.7 ensuring that the Authority is at all times complying with all relevant statutory obligations;
 - 5.5.8 co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Authority;
 - 5.5.9 ensuring that the assets and resources of the Authority are properly managed and maintained;
 - 5.5.10 ensuring that records required under the Act or any other legislation are properly kept and maintained;
 - 5.5.11 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Board;
 - 5.5.12 achieving financial outcomes in accordance with adopted plans and the Budget of the Authority;
 - 5.5.13 inviting any person to attend at a meeting of the Board to act in an advisory capacity; and
 - 5.5.14 providing reports to the Constituent Councils in accordance with subclause 4.5.11.
- 5.6 The Chief Executive Officer may delegate or sub-delegate to an employee of the Authority any power or function vested in the Chief Executive Officer or, in the case of a sub-delegation, any power delegated to the office by the Board. A delegation or sub-delegation by Chief Executive Officer may be subject to any conditions or limitations as determined by the Chief Executive Officer.
- 5.7 A written record of all delegations and sub-delegations must be kept by the Chief Executive Officer.
- 5.8 The Chief Executive Officer and any other officer declared by the Board to be subject to this provision is required to comply with Division 2 of Part 4 of Chapter 7 (Register of Interests) of the Act. Section 118 (Inspection of Register) of the Act and Section 119 (Restrictions on disclosure) of the Act will apply in respect of the returns furnished by officers of the Authority.

6. MANAGEMENT

- 6.1 *Financial Management*
 - 6.1.1 The Authority must ensure that appropriate policies, practices and procedures of internal control are implemented and maintained in order to assist it to carry out its activities in an efficient and orderly manner to achieve its objectives, to ensure adherence to management policies, to safeguard its assets and to secure (as far as possible) the accuracy and reliability of its records.
 - 6.1.2 The Authority must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
 - 6.1.3 Any cheques must be signed by two persons authorised by resolution of the Board. Any payments made by Electronic Funds Transfer must be made in accordance with procedures which have received the prior written approval of the Board.
 - 6.1.4 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Board.
 - 6.1.5 The Authority's books of account are available for inspection by any Board Member or authorised representative of any Constituent Council at any reasonable time on request.
- 6.2 *Borrowings and Expenditure*
 - 6.2.1 The Authority has the power to incur expenditure and/or to borrow money:
 - 6.2.1.1 in accordance with the Budget of the Authority; or
 - 6.2.1.2 pursuant to the provisions of subclauses 2.3.4 and 6.2.4 of this Charter; or

- 6.2.1.3 with the prior approval of two-thirds of the Constituent Councils for amounts which do not exceed 25% of the value of the net assets of the Authority and with the prior approval of all the Constituent Councils for other amounts, which approval must be evidenced by formal resolution of the Councils, or
 - 6.2.1.4 otherwise for genuine emergency or hardship.
 - 6.2.2 For the purpose of exercising the powers at Clause 6.2.1 of this Charter the Authority may borrow money from the Local Government Finance Authority or from a registered bank or financial institution within Australia.
 - 6.2.3 For the purposes of Clause 6.2.2 but subject to this Charter borrowings of the Authority:
 - 6.2.3.1 must not be used for the purpose of funding operational costs; and
 - 6.2.3.2 where the borrowings are undertaken with the prior approval of the Constituent Councils, must be drawn down within a period of twenty-four months from the date of approval.
 - 6.2.4 The Authority may operate an overdraft facility or facilities as required provided that the overdrawn balance must not exceed \$100,000 or the amount set out in the annual business plan, whichever is the greater, without the prior approval of two-thirds of the Constituent Councils.
 - 6.3 *Audit*
 - 6.3.1 The Authority shall appoint an auditor in accordance with the *Local Government (Financial Management) Regulations 2011*, on terms and conditions set by the Board.
 - 6.4 *Strategic Plan*

The Authority shall:

 - 6.4.1 prepare a five-year Strategic Plan linking the core business activities of the Authority to strategic, operational and organisational requirements with supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period; and
 - 6.4.2 review the Strategic Plan annually; and
 - 6.4.3 consult with the Constituent Councils prior to adopting or amending the Strategic Plan.
 - 6.5 *Annual Business Plan and Budget*
 - 6.5.1 The Authority shall, after 31 May but before the end of June in each financial year, prepare and adopt an annual business plan and Budget for the ensuing financial year in accordance with the Act.
 - 6.5.2 The draft annual business plan and the draft Budget must be referred to the Constituent Councils with sufficient time to receive any comments from the Councils for consideration by the Board at the time it is considered by the Board for adoption.
 - 6.5.3 For the purposes of subclause 6.5.2, a Constituent Council may comment in writing to the Chief Executive Officer on the draft annual business plan and draft Budget but may only do so at least five business days before the Board meeting at which it will be considered
 - 6.5.4 The Authority must provide a copy of its annual business plan and Budget to the Constituent Councils within five business days after adoption by the Board.
 - 6.5.5 Reports summarising the financial position and performance of the Authority against the annual business plan and the Budget shall be prepared and presented to the Board every three calendar months and copies provided to the Constituent Councils within five days of the Board meeting to which they have been presented.
 - 6.6 *Reporting*
 - 6.6.1 The Authority must submit to the Constituent Councils by 30 September in each year in respect of the immediately preceding financial year, a report on the work and operations of the Authority detailing achievement of the aims and objectives of its Business Plan and incorporating the audited Financial Statements of the Authority and any other information or reports required by the Constituent Councils.
 - 6.6.2 The Board shall present a balance sheet and full financial report to the Constituent Councils at the end of each financial year.

7. MISCELLANEOUS

 - 7.1 *Equitable Interest*
 - 7.1.1 Subject to subclause 7.1.2 the equitable interest of the Constituent Councils in the Authority is agreed as follows:
 - 7.1.1.1 City of Holdfast Bay: 15%.
 - 7.1.1.2 City of Marion: 30%.
 - 7.1.1.3 City of Onkaparinga: 55%.
 - 7.1.2 The equitable interests of the Constituent Councils in the Authority as set out at subclause 7.1.1 may be varied by agreement of the Constituent Councils and will be varied where a new Constituent Council or Councils is admitted to or an existing Constituent Council withdraws from the Authority pursuant to Clause 3.1.
 - 7.2 *Insurance Requirements*
 - 7.2.1 The Authority shall register with the Local Government Mutual Liability Scheme and comply with the Rules of that Scheme.
 - 7.2.2 The Authority shall advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Authority.
 - 7.2.3 The Authority must register with the Local Government Workers Compensation Scheme and comply with the Rules of that Scheme.
 - 7.3 *Winding Up and Statutory Guarantee*
 - 7.3.1 On winding up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, shall be distributed between or become the responsibility of the Constituent Councils in the same proportion as their equitable interest in the Authority in accordance with subclause 7.1.
 - 7.3.2 If there are insufficient funds to pay all expenses due by the Authority on winding up (or at any other time there are unfunded liabilities which the Authority cannot meet), the Constituent Councils must financially contribute in proportion to their equity share for the purpose of satisfying their statutory guarantee of the liabilities of the Authority.

7.4 *Common Seal*

- 7.4.1 The Authority will have a common seal, which may be affixed to documents requiring execution under seal and where affixed must be witnessed by two Board Members or where authority has been conferred by instrument executed under the common seal of the Authority, by the Chair of the Board and the Chief Executive Officer.
- 7.4.2 The common seal must not be affixed to a document except to give effect to a resolution of the Board.
- 7.4.3 The Chief Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date that the seal was affixed.

8. DISPUTE RESOLUTION

8.1 About this Clause:

- 8.1.1 The procedure in this Clause must be applied to any dispute that arises between the Authority and a Constituent Council concerning the affairs of the Authority, or between Constituent Councils concerning the affairs of the Authority, including as to the meaning or effect of this Charter.
- 8.1.2 The Authority and a Constituent Council must continue to observe and perform this Charter despite the dispute.
- 8.1.3 This Clause does not prejudice the right of a party:
 - 8.1.3.1 to require the continuing observance and performance of this Charter by all parties; or
 - 8.1.3.2 to institute proceedings to enforce payment due under this Charter or to seek injunctive relief to prevent immediate and irreparable harm.
- 8.1.4 Subject to this Clause, a dispute must not be the subject of legal proceedings between any of the parties in dispute. If legal proceedings are initiated or continued in breach of this provision, a party to the dispute is entitled to apply for and be granted an order of the court adjourning those proceedings pending completion of the procedure set out in this Clause.

8.2 **Dispute Resolution Process**

- 8.2.1 The Constituent Councils and the Authority agree to work together in good faith to resolve any matter requiring their direction or resolution.
- 8.2.2 A party to the dispute must promptly notify each other party to the dispute:
 - 8.2.2.1 of the nature of the dispute, giving reasonable details; and
 - 8.2.2.2 what action (if any) the party giving notice thinks will resolve the dispute; but a failure to give such notice does not entitle any other party to damages.
- 8.2.3 Upon receipt of a notice under subclause 8.2.2, the parties to a dispute may agree to refer the dispute for mediation by a mediator agreed by the parties or, if no agreement can be reached, a mediator nominated by the then President of the of the South Australian Bar Association (or equivalent officer of any successor organisation). The cost of any mediation are to be borne by the parties to the dispute in equal shares.
- 8.2.4 Where the parties are unable to resolve a matter (including by way of any mediation process) within ninety (90) days of the matter being presented to them, the matter will be referred for arbitration in accordance with this Clause 8.2.
- 8.2.5 There must be only one arbitrator who must be a natural person agreed by the parties or, if they cannot agree within fourteen business days, an arbitrator nominated by the then Chairperson of the Resolution Institute.
- 8.2.6 The role of the arbitrator is to resolve the dispute and make decisions binding on the parties; The arbitration must take place in a location in Adelaide determined by the arbitrator.
- 8.2.7 A party must cooperate in arranging and expediting arbitration.
- 8.2.8 A party must send to the arbitration a senior manager with authority to resolve the dispute.
- 8.2.9 The parties may provide evidence and given written and verbal submissions to the arbitrator within the time set by the arbitrator.
- 8.2.10 The arbitrator must:
 - 8.2.10.1 consider the evidence and submissions, decide the dispute; and
 - 8.2.10.2 give written reasons to each party.
- 8.2.11 Subject to this Clause, the arbitration must take place in accordance with the provisions of the *Commercial Arbitration Act 2011* or subject to this Clause, the arbitrator must fix the rules of arbitration.
- 8.2.12 The costs and expenses of the arbitrator and of each party must be borne as the arbitrator decides.

9. CIRCUMSTANCES NOT PROVIDED FOR

If any circumstances arise about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Board has the power to consider the circumstance and determine the action to be taken.

Dated: 6 June 2024

CHRIS ADAMS
Chief Executive Officer

Item No: 15.2

Subject: **BRIGHTON CROQUET CLUB LEASE EXTENSION**

Summary

The Brighton Croquet Club lease at Brighton Oval expired on 30 June 2023 with a right of extension for a further five-years. This report seeks Council's endorsement for a five-year extension to the lease between Council and the Brighton Croquet Club at Brighton Oval.

Recommendation

That Council:

- 1. enters into a Deed of Extension of Lease with Brighton Croquet Club Incorporated provided as Attachment 1 to this report over a portion of land contained within Certificate of Title Volume 5750 Folio 187 for a period of five (5) years backdated to 1 July 2023; and**
 - 2. authorises the Mayor and Chief Executive Officer to execute and seal the Deed required to give effect to the extension.**
-

Background

The Brighton Croquet Club has occupied its current premises at Brighton Oval since 1997, having previously occupied alternative sites within Holdfast Bay since its establishment in 1915. The terms of the current lease for its present location at Brighton Oval allow for a further five-year extension from 1 July 2023 to 30 June 2028. The Brighton Croquet Club has exercised its right to seek that extension of tenure.

Report

The Brighton Croquet Club is one of five substantive tenants at the broader Brighton Oval complex, having maintained an active presence there since 1997. The Brighton Croquet Club's five-year lease at Brighton Oval expired on 30 June 2023, with a renewal option for a further five-years. The lease has been held over by mutual agreement since the expiry date.

Having exercised its renewal option, and in light of its longstanding ties with the City of Holdfast Bay, it is recommended that Council endorses the Deed with the Brighton Croquet Club for a five-year extension of its lease, affording the Brighton Croquet Club continued tenure at Brighton Oval until 30 June 2028.

Refer Attachment 1

Budget

The anticipated rent received from the Brighton Croquet Club is factored into Council's Annual Business Plan for 2024-25.

Life Cycle Costs

There are no lifecycle costs associated with extending the Brighton Croquet Club's lease.

Strategic Plan

Vision - creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999

Retail and Commercial Lease Act 1995

Written By: Manager, Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1

DEED OF EXTENSION OF LEASE

BETWEEN

CITY OF HOLDFAST BAY

("Landlord")

and

BRIGHTON CROQUET CLUB INCORPORATED

("Tenant")

PORTION OF STOPFORD ROAD, HOVE SA 5048

Deed of Extension of Lease

Parties

1. **City of Holdfast Bay** ABN 62 551 270 492 ACN 161 714 585 of Brighton Civic Centre, 24 Jetty Road Brighton SA 5048 (**Landlord**)
2. **Brighton Croquet Club Incorporated** ABN 73 524 262 625 of Stopford Road, Hove SA 5048 (**Tenant**)

Introduction

- A. The Landlord is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 5750 Folio 187 (**Land**).
- B. Pursuant to an undated Memorandum of Lease (**Lease**), the Landlord leased to the Tenant that portion of the Land delineated in red on the plan attached to the Lease as Schedule 3 and more particularly comprising portion of land at Stopford Road, Hove SA 5048 (**Premises**) for a term of five (5) years commencing on 1 July 2023 and expiring on 30 June 2028.
- C. At the request of the Tenant, the Landlord has agreed to grant to the Tenant an extension of the term of the Lease upon the terms and conditions contained in this deed.

Operative clauses

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

- 1.10 if a party comprises more than one person, each of those persons is jointly and severally liable under this deed;
 - 1.11 a provision must not be construed against a party only because that party put the provision forward;
 - 1.12 a provision must be read down to the extent necessary to be valid; if it cannot be read down to that extent, it must be severed; and
 - 1.13 the Introduction is correct.
- 2. The Tenant and Landlord acknowledge and agree that the term of the Lease is extended for a term of five (5) years commencing on 1 July 2023 and expiring on 30 June 2028 on the same terms and conditions as are expressed or implied in the Lease and subject to the provisions of this deed.
 - 3. The annual rent to apply as and from 1 July 2024 will be Eight Hundred Dollars (\$800.00) plus GST and otherwise subject to review in accordance with the Lease (as extended herein).
 - 4. The Landlord and Tenant acknowledge and agree that hereafter the Tenant has no further right of renewal.
 - 5. Each party shall bear their own costs in relation to the negotiation, preparation and completion of this deed.
 - 6. In all other respects, the terms and provisions contained in or implied by the Lease (as varied) apply to this deed.

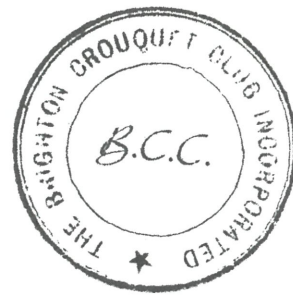
Executed as a deed on

The **Common Seal of City of Holdfast Bay**
was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

The **Common Seal of Brighton Croquet Club Incorporated** was hereunto affixed pursuant to the *Associations Incorporation Act 1985* in accordance with its constitution:



W Williamson
.....
President

HA Wood
.....
Vice President

Wendy Williamson
.....
Full Name (please print)

HOWARD ARTHUR WOOD
.....
Full Name (please print)

Item No: 15.3

Subject: **HOLDFAST BAY COMMUNITY CENTRE – NEW LEASE**

Summary

The lease with Spinal Cord Injuries Australia at the Holdfast Bay Community Centre expired on 30 June 2024 without a right of extension. This report seeks Council's endorsement for a new one-year lease between Council and Spinal Cord Injuries Australia at the Holdfast Bay Community Centre, with the option for a further one-year extension.

Recommendation

That Council:

- 1. enters into a Lease with Spinal Cord Injuries Australia provided as Attachment 1 to this report over a portion of land contained within Certificate of Title Volume 5933 Folio 501 for a period of one year commencing 1 July 2024, with the option for a further one-year extension; and**
 - 2. authorises the Mayor and Chief Executive Officer to execute and seal the Deed required to give effect to the Lease.**
-

Background

At its meeting held on 13 February 2024, Council resolved to grant Spinal Cord Injuries Australia a retrospective one-year lease over a portion of area at the Holdfast Bay Community Centre (HBCC) located on King George Avenue, Hove (Resolution No. C130224/7674). The terms of the lease did not provide for an extension. Spinal Cord Injuries Australia is seeking a new lease to enable it to continue to operate from the HBCC to provide therapeutic care for those in the community recovering from spinal injuries.

Report

Spinal Cord Injuries Australia is one of four substantive tenants of the HBCC, the other tenants being Alwyndor (under a use agreement), the YMCA and Trinity Bay Incorporated (under lease agreements). As a current occupier of the HBCC, Spinal Cord Injuries Australia is seeking to retain a presence on the site with an allocation of 73 square metres of total floor area to administer its services. It is proposed that the term of the Lease is for one year applied retrospectively from 1 July 2024, with the option for a further one-year extension. A rent of \$20,000 plus GST is based on calculations derived from Council's Sporting and Community Leasing Policy and is reflective of the commercial services provided.

Refer Attachment 1

Budget

The anticipated rent received from Spinal Cord Injuries Australia is factored into Council's Annual Business Plan for 2024-25.

Life Cycle Costs

There are no lifecycle costs associated with Spinal Cord Injuries Australia's Lease.

Strategic Plan

Vision - creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999

Retail and Commercial Lease Act 1995

Written By: Manager, Development Services

General Manager: Community and Business, Ms M Lock

Attachment 1

LEASE

BETWEEN

CITY OF HOLDFAST BAY

(Landlord)

and

SPINAL CORD INJURIES AUSTRALIA

(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;
 - (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, repair, replacement and renovation 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, replanting 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; and

- (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.

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 as Schedule 4 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 will be reviewed as 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 11 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-imburement by the Tenant.

5. RATES, TAXES AND OUTGOINGS

5.1 Not used

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) not used.
- (c) If the Landlord so requires, the Tenant must promptly repair any damage to the Premises 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) 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 6.3, 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 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) provided that the Tenant may require the Landlord, Landlord's attorney agent and or contractors to be accompanied at all times by a representative of the Tenant. 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 provided that the Tenant may require the Landlord's cleaning contractors to be accompanied at all times by a representative of the Tenant. 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) provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant. 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) and clause 9.4 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.

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,

provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises.

- (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, 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

Subject to clause 6.11, 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 such telephone number;
- (b) not used;
- (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

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 provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises.

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. **Not used**

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.

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 which are caused by the Tenant breaching this Lease.

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 required under clauses 13.1(a) to 13.1(e); 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 Not used

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 provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises.

14.5 Right to Enter

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, provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises;
- (c) redirect pedestrian or vehicular traffic into, out of or through the Land;
- (d) close the Building in an emergency;
- (e) use, maintain, repair, alter and add to the Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use, but the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises;
- (f) exclude or remove any person from the Land other than any person the Tenant authorises to access or use the Premises;
- (g) to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises; and
- (h) to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2 provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises,

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.

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:

Any notice served pursuant to this Lease is taken to be received:

- (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; or
- (c) if sent by email at the time shown in the delivery confirmation report generated by the sender's email system OR if 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.

Landlord	Tenant
City of Holdfast Bay 24 Jetty Road Brighton SA 5048 mail@holdfast.sa.gov.au	Spinal Cord Injuries Australia 1 Jennifer Street Little Bay NSW 2036 swestwood@scia.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. REDEVELOPMENT

21.1 The Tenant acknowledges and agrees that:

- (a) the Landlord may wish to redevelop the Premises or the Land of which the Premises forms part during the term of this Lease;
- (b) the Landlord will suffer harm expense and loss if it elects to redevelop and is unable to obtain vacant possession of the Premises or the Land;
- (c) the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition it can obtain vacant possession of the Premises or Land for the purpose of redevelopment as and when required;
- (d) this Lease is expressly subject to the condition precedent that the term of this Lease be subject to the Landlord's rights contained in this clause; and
- (e) if the Landlord in its absolute and unfettered discretion elects to redevelop the Land or any part thereof during the term of this Lease and the Landlord requires the Premises for any reason connected with such redevelopment then the Landlord may at any time give to the Tenant not less than six (6) months' written notice to the Tenant terminating this Lease. In that situation if this Lease is registered the parties shall execute a surrender of this Lease in registrable form and will do such things as are necessary to facilitate registration of the surrender provided that the cost of preparation, stamping and registering the surrender shall be borne by the Landlord.

22. MISCELLANEOUS

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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).

22.7 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.

23. 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: Spinal Cord Injuries Australia ACN 001 263 734

ABN: 93 001 263 734

Address: 1 Jennifer Street Little Bay NSW 2036

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 blue 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)

Exercise and therapy services

Item 5 Term (clause 1.21)

A term of one (1) year commencing on 1 July 2024 (**Commencement Date**) and expiring at 11.59PM on 30 June 2025

Item 6 Commencing Rent (clause 3)

Subject to the rent review provisions herein and clause 4, the annual rent will be Twenty Thousand Dollars (\$20,000) plus GST and is payable in equal calendar monthly instalments in advance and before the first day of each and every month (with the first and last instalments being proportionate to the parts of the month to which they relate if the Lease does not commence on the first day of the month).

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 unlimited in the annual aggregate

Item 9 Extension Of Term (clause 17)

A further term of one (1) year commencing on 1 July 2025

Item 10 Essential Terms (clause 18)

Clauses 3.1, 4, 5, 8, 9.1 and 11.1 .

Item 11 Special Conditions (clause 22.7)

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 work with children at 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**

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 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; and
- (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.

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:

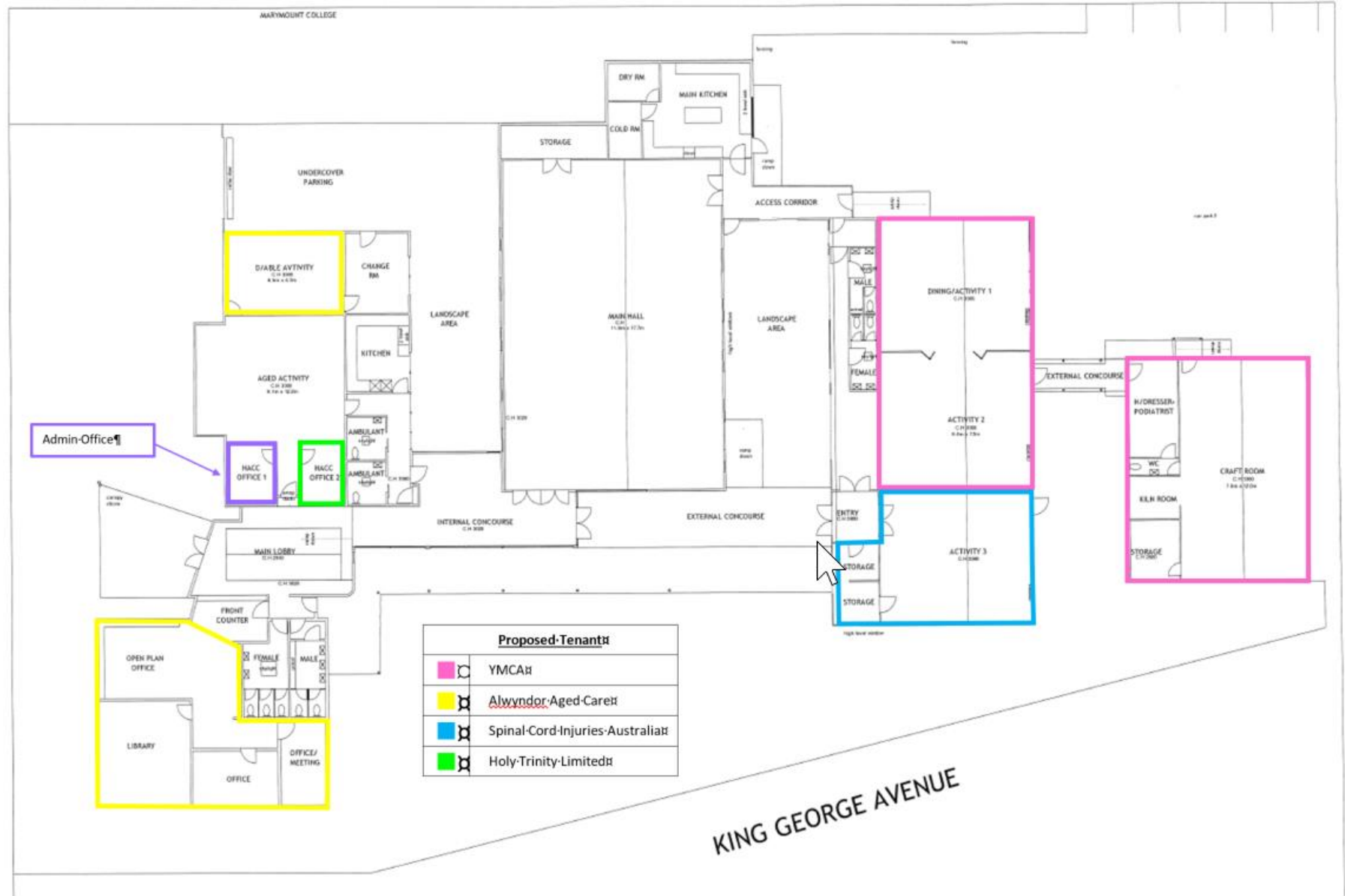
- *if any of the items detailed below do not form part of, or are not installed in, the Premises, then such item(s) will not form part of the Maintenance Schedule;*
- *all references to “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the 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"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
Fire extinguishers, hose reels and fire blankets, sprinkler systems	<ul style="list-style-type: none"> • Maintain in accordance with the Building Code of Australia, except sprinkler systems 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
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, etc as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
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"> • Nil responsibility 	<ul style="list-style-type: none"> • Full 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 if damage or want of repair is caused by the Tenant 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Doors, locks, etc.	<ul style="list-style-type: none"> • Full responsibility for repair 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Heater, gas or electric, etc,	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full 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 as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Smoke detectors	<ul style="list-style-type: none"> • Maintain any smoke detectors 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Carpets	<ul style="list-style-type: none"> • Clean and repair to appropriate finish as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Vinyl/concrete/tiled/other floors	<ul style="list-style-type: none"> • Clean, polish and repair to appropriate finish as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Internal walls/screens	<ul style="list-style-type: none"> • Clean, keep free of mould and grime, repair damage caused by use, repair cracking as and when required 	<ul style="list-style-type: none"> • Full structural replacement and structural maintenance responsibility
Ceilings	<ul style="list-style-type: none"> • Clean, keep free from cobwebs, dust, etc and repaint and repair as and when required 	<ul style="list-style-type: none"> • Full responsibility for replacement and / or structural repair and all matters that are not an obligation of the Tenant
Paint finishes	<ul style="list-style-type: none"> • Touch up and repaint where damaged as and when required • Repaint as required by clause 6.10 	<ul style="list-style-type: none"> • Nil responsibility

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Loose/soft furniture	<ul style="list-style-type: none"> • Full maintenance and responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Replacement of lights and globes	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility
Plant and equipment	<ul style="list-style-type: none"> • Maintain when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Electrical tagging and testing	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
General cleaning	<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



SCHEDULE 4 – 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

Executed by **Spinal Cord Injuries Australia** in

accordance with the Corporations Act 2001:


.....
Director
(Please delete as applicable)

Michael Rabbitt
Full Name (Please Print)


.....
Director / Secretary
(Please delete as applicable)

Leesa Addison
Full Name (please print)

Item No: 15.4

Subject: DEACCESSION OF PLANETS SCULPTURE

Summary

The Planets sculpture created by sculptor Rod Manning is located on the Somerton Park Esplanade and is part of public artworks that add interest and vibrancy along the coast path.

The condition of the sculpture has deteriorated and needs to be removed and deaccessioned from our Public Art assets register.

Recommendation

That Council:

- 1. notes the removal of the Planets sculpture from the public realm; and**
 - 2. endorses removal of the artwork from the Council's Assets Register.**
-

Background

The Planets sculpture was purchased from the 2014 Brighton Jetty Sculptures Exhibition by former Brighton Ward Councillor Rosemary Clancy for \$1,275. Councillor Clancy gifted the sculpture to Council for installation along the Esplanade.

The sculpture, by artist Rob Manning, was fabricated by mild steel and installed along the Somerton Park Esplanade between Eton Road and Harrow Road.

Report

The Planets sculpture has been in situ along the Esplanade for close to 10 years and has deteriorated over this time in the harsh coastal conditions. The artwork is at the end of its intended life span and now the repair obligations and associated costs are excessive in relation to the value and age of the work.

Administration recommends that the Planets sculpture be decommissioned from the public realm and that the artwork be removed from the Council Assets Register.



Figure 1: Planets sculpture to be decommissioned.

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Our Holdfast 2050+ Strategic Plan - Arts and culture create vibrancy, celebrate creativity, and encourage people to connect with country, place, and each other.

Council Policy

Public Art and Monuments Policy

Statutory Provisions

Not applicable

Written By: Arts and Culture Coordinator

General Manager: Community and Business, Marnie Lock

Item No: 15.5

Subject: **TOURISM RECOVERY PLAN 2023 – OUTCOMES AND ACHIEVEMENTS**

Summary

The Tourism Recovery Plan 2023 was adopted by Council in February 2021, confirming an ongoing commitment of Council to see the City of Holdfast Bay go from strength to strength as a tourism destination. The main aim of the Tourism Recovery Plan 2023 was to return visitation and expenditure to pre-COVID-19 levels, with a target of 1.4 million visitors and \$265 million in tourism expenditure annually. Over the last three years, Council has fulfilled the majority of the actions outlined in the Tourism Recovery Plan 2023. Although visitation numbers have not quite returned to pre-COVID levels, in terms of spend the City of Holdfast Bay's visitor economy has now fully recovered.

Recommendation

That Council notes the report.

Background

Tourism is a key economic driver for the City of Holdfast Bay's economy that has significant positive flow-on effects for the local community. In 2019, 1.55 million people visited the City of Holdfast Bay, and another 807,000 people had overnight stays. Tourism expenditure in the City of Holdfast Bay had grown to \$258 million by the end of 2019 and supported an estimated 1,800 jobs, which was 14% of total employment.

The onset of the COVID-19 pandemic coincided with the final stages of the City of Holdfast Bay Tourism Plan 2020. With a lack of international or interstate visitation or major events being held at the time, the expectation was that visitation and visitor expenditure results for the City of Holdfast Bay would not meet the Tourism Plan 2020 targets of 1.6 million visitors and \$335 million in tourism expenditure.

Due to the uncertainties of what to expect post pandemic and the need to set actions that would allow the City of Holdfast Bay's tourism businesses and visitor economy to remain resilient, Council instigated the Tourism Recovery Plan 2023 and adopted it in February 2021.

The Tourism Recovery Plan 2023 is a post COVID-19 rebuilding strategy that provided a strategic focus and action plan to emerge as a more resilient and sustainable destination that enriches the lives of our people and our visitors over a three-year period (2021-2023).

Refer Attachment 1

Report

Target Markets

The Tourism Recovery Plan identified several key market segments, based on their ability and tendency to travel. The focus was necessarily on local audiences and attracting repeat visitation. The activities and performance of each of the identified target markets are summarised below.

Short Term Target Markets

- **Encourage local return visitors:** Due to international and interstate travel restrictions, Council's share of the intrastate market has remained strong throughout the pandemic and post pandemic stages of the Tourism Recovery Plan. Several marketing campaigns were aimed at repeat visitation and making the City of Holdfast Bay front of mind to all metropolitan and regional South Australians.
- **Maximise domestic day trip audience:** Outside of lockdown periods, day trip visitation steadily increased over time, with people enjoying the clear air and outdoors especially. A lot of visitors reacquainted themselves with Glenelg and the surrounding areas.
- **Attract individuals and groups visiting friends & relatives (VFR) visitors:** Tourism marketing concentrated on this market over the last three years, particularly with our Winter Staycation campaigns.
- **Intrastate / regional SA overnight visitors:** To capitalise on these markets, marketing efforts were aimed at regional areas that showed high amounts of spending within the City of Holdfast Bay (Spendmapp / Remplan), such as Mount Barker and Port Lincoln.

Long Term Target Markets

- **Metropolitan visitors that only visit once per year:** As travel and event restrictions lifted, destination events were able to return, and have grown significantly year on year. This has encouraged repeat visitation from groups of people that have kept to their own council areas during COVID. Over the last three years, joint marketing projects with the Jetty Road Mainstreet Committee have increased visitation to the Jetty Road Glenelg precinct and secured our place as Adelaide's premier seaside destination.
- **Interstate / domestic overnight visitation:** Visitation to the City of Holdfast Bay from the interstate market consistently increased once the borders were opened to South Australia, particularly from areas that experienced constant lockdowns during the pandemic. Once the accommodation market recovered from staffing, health and cleaning restrictions, visitors were happy to take overnight stays again. This part of the market has since grown to average yearly occupancy rates of 60-80% towards the end of 2023.
- **International:** Australia closed all international borders at the start of the COVID-19 pandemic and these restrictions were the last to be lifted. Over time this market dropped by 97% and is still recovering. State predictions are that it may be two to three more years until the international market fully recovers.

Target Market Segments

Three customer groups were identified that were most likely to stay longer, spend more and disperse throughout the region. They had the greatest affinity with the tourism experiences that the City of Holdfast Bay has to offer and the greatest likelihood of becoming advocates for the region.

- Young couples, no children, aged 25 – 45;
- Families with school age children (Parents 35 – 55, Kids 4 – 16);
- Older couples / singles, no children (Parents 45+, childless or kids are older and not travelling with them).

Market research conducted during the 2021-23 time period showed that:

- singles 18 – 30 became the main visitor demographic;
- families remained a strong target market for the City of Holdfast Bay; and
- events were a key attractor for older couples and singles.

Tourism Action Plan

The Tourism Recovery Plan identified four key strategic priorities. Key activities and outcomes are summarised below.

Strategic Priority 1 - Driving Demand

Increase the desirability of the City of Holdfast Bay as a travel destination. Showcase our strengths inspiring more people to visit, stay longer and spend more.

- Over the last three years the “Stay” destination marketing campaign was expanded, with a branding refresh completed in December 2023. The new branding was rolled out with new signage and banners around the City of Holdfast Bay area and marketing.
- Themes such as “Winter Staycations” and “Stay and Play” were used in print media and digital marketing.
- Multiple video and photographic shoots were commissioned to increase our media library / gallery.
- The City Activation team worked closely with the South Australian Tourism Commission (SATC) and the Tourism Industry Council of South Australia (TICSA) to promote the City of Holdfast Bay and drive visitation to the area.
- The City of Holdfast Bay was successful in securing race stage starts in the 2023 and 2024 Santos Tour Down Under.
- Over the period between 2021 to 2023, visitation levels increased from the lowest point of 910,000 visitors in 2020 to 1,366,000 visitors by the end of 2023. This is an increase of 50%, but still 12% down on 2019 numbers.

Strategic Priority 2 - Destination Development

Every visitor has a positive, memorable experience by developing accessible tourism products, experiences and visitor precincts.

- Significant changes to the operation of the Glenelg Visitor Information Outlet (VIO) with a new business plan, updated brochure area and additional staffing support.

- The Visitor Information Outlet information has been refocused to first promote the City of Holdfast Bay attractions, followed by the Western Adelaide region, then the Adelaide CBD and surrounding regional areas. (Prior to the pandemic, the VIO was operating as a more generic visitor information centre providing tourist information for the whole of South Australia).
- In October 2022, the business hours of the Bay Discovery Centre (BDC) and VIO were restored to pre-COVID 19 levels (10am to 4pm daily). This required Volunteer numbers to be increased to 20 people in 2020 to 40 people by 2023.
- Visitor numbers for the BDC and VIO have increased year on year from 2021 to 2023, with the expectation that number will increase to 80,000 visitors by the end of 2023-24.
- Events such as the Glenelg Ice Cream Festival, Sea to Shore: Glenelg Seafood Festival and Glenelg Christmas Pageant have run without COVID restrictions for the last two years and have been overwhelmingly attended by the local community and tourists visiting the City of Holdfast Bay.
- The City Activation team works closely with our Communications team to market and promote the City of Holdfast Bay across a range of media and platforms.

Strategic Priority 3 - Resilience and Sustainability

Ensuring the understanding of the contribution of the visitor economy and encourage the effective, integrated and consistent approach to management of our destination.

- At the beginning of the COVID-19 pandemic, much of the focus was on the various restrictions and protocols required to navigate our way through the pandemic. Businesses had to be COVID certified and have cleaning processes in place to be able to service the public.
- Most travel restrictions were lifted by early 2022 and businesses were able to operate under normal protocols. Once the local tourism and hospitality businesses replenished staff levels and normal trading hours, COVID became something everyone just lived with and worked around.
- Post COVID, many people are still working from home, which has created a shortfall in visitation throughout the City of Holdfast Bay area. The cost-of-living crisis has also affected how people travel and spend their money.
- With the International market decreasing by 97% due to COVID, over the last three years the City of Holdfast Bay has had to rely on domestic travelers, especially intrastate and day trip visitors. The International market has since bounced back, and the domestic market has remained strong.
- Many of the environmental processes to manage the impact of COVID were lifted or not required by early 2022.
- The majority of the tourism signage throughout the City of Holdfast Bay area has been updated with the new branding.

Strategic Priority 4 - Consultation and Partnerships

Effectively collaborate with all levels of government and the City's stakeholders to grow tourism in the region.

- The relationship between the Cities of Holdfast Bay, Charles Sturt, West Torrens and Port Adelaide Enfield has been strengthened over the last three years through the four-way Tourism Alliance created in 2016.
- As part of the Western Adelaide Tourism Alliance, the City of Holdfast Bay played a pivotal role in drafting a new Tourism Destination Action Plan (TDAP) for the Western Adelaide region. The new Western Adelaide Region TDAP 2024 was adopted by all four Councils in late 2022. A Marketing Plan was also created which addressed the various actions from the Plan.
- The City of Holdfast Bay has hosted two networking events for the Western Adelaide region, one in June 2022 and another in June 2023. Both events were well attended, averaging 60 people attending.
- TICSA provides assistance with accreditation and workshops for tourism and hospitality operators. Administration has worked closely with them to promote their services and attend workshops and webinars. The 2023 Glenelg Ice Cream Festival was also a Finalist in the 2023 South Australian Tourism Awards, which are operated by TICSA.
- As an ongoing relationship, the City Activation and Communication teams work closely with SATC (Cruise tourism, Destination Development, Marketing and Events SA) to market and promote Holdfast Bay.
- Working with the Jetty Road Mainstreet Committee (JRMC), many tourism marketing projects were completed over the last three years. Council and JRMC continue to advertise on the Glenelg tram, and have run promotions at the Adelaide Airport, cinema advertising, radio and social media.
- Successful marketing collaboration with South Aussie with Cosi, including a TV segment focusing on Brighton, and features in the “Top 100 Places to visit in SA” book.

Summary of Tourism Recovery

In the early stages of the pandemic, most of Australia endured constant lockdown periods with interstate and international travel restrictions applying. The value of tourism in South Australia plummeted from \$8.1 billion in 2019 to \$4.7 billion in 2020. Recent figures show that the visitor economy is now worth \$10.2 billion, a 26% increase on pre-COVID levels.

The Tourism Recovery Plan set targets for visitor numbers and expenditure in the City of Holdfast Bay to return to 1.4 million and \$265 million respectively by 2023. Actual figures from 2023 show that visitation did not fully reach the recovery target, however visitor expenditure has increased considerably. From a low period in 2020, visitation numbers have grown by 456,000 visitors (up by 50%) and visitor expenditure has increased by \$188 million (up by 247%).

Using the results for 2019 as the benchmark for pre-COVID 19 statistics, by the end of 2023 visitation to the City of Holdfast Bay was still down by 12%, overnight stays were down by 31%, but visitor expenditure was up by 22% and the highest result for over a decade.

	2019	2023	Comparison
Visitor Numbers	1,550,000	1,366,000	Down by 12%
Overnight Stays (nights)	807,000	554,000	Down by 31%
Visitor Expenditure	\$258 million	\$316 million	Up by 22%

This significant increase in visitor expenditure in the absence of an increase in visitation is indicative of a higher yield per visitor. One potential contributing factor is the role that events play in attracting visitors, particularly in the absence of international tourism. Over the last 12 months events have attracted record numbers, with a number of events such as Sea to Shore and the Glenelg Winter Arts Festival deliberately targeting a more affluent and higher spending demographic.

Although most accommodation operators within the City of Holdfast Bay are experiencing average occupancy rates between 60-80%, the results show that moving forward there needs to be a concentrated effort to increase the number of overnight stays within the City of Holdfast Bay area as this is performing well below pre-pandemic levels. Potential contributing factors to this decline are the increase of accommodation product in the CBD since 2019, as well as changes to conference and business travel which are likely to be enduring. Increasing accommodation occupancy has been at the forefront of initiatives such as the 'Winter Staycation' marketing campaigns.

Two significant nature-based tourism businesses left the City of Holdfast Bay during the recovery period – Adelaide Ocean Safaris (ceased trading) and Segway Sensation SA (sold). The Tourism Development Coordinator works closely with the Business Development Partner and Commercial Specialist in attracting other tourism operators and products to the Holdfast Bay area.

Budget

Initiatives identified in the Tourism Recovery Plan were delivered within budget allocations identified during the annual business planning process.

Life Cycle Costs

Not applicable

Strategic Plan

Innovation: entrepreneurialism for lifelong growth, economic and social vibrancy

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Tourism Development Coordinator

General Manager: Community and Business, Ms M Lock

Attachment 1

TOURISM RECOVERY PLAN 2023



ECONOMY

A diverse and resilient
local economy

*I WANT
TO STAY*

Acknowledgement of Country

The City of Holdfast Bay acknowledges the Kurna People as the traditional owners and custodians of the land. We respect the spiritual relationship with Country that has developed over thousands of years, and the cultural heritage and beliefs that remain important to the Kurna People today.





CONTENTS

EXECUTIVE SUMMARY	4
INTRODUCTION	7
TOURISM AT A STATE LEVEL	
TOURISM IN THE CITY OF HOLDFAST BAY	
VISITOR ECONOMY IMPACTS OF COVID	
OUR FOCUS	8
TARGET MARKETS	
CONSUMER TRENDS	
INDUSTRY	
OUR STRATEGIC PRIORITIES	10
DRIVING DEMAND	
DESTINATION DEVELOPMENT	
TOURISM RESILIENCE AND SUSTAINABILITY	
CONSULTATION AND PARTNERSHIPS	
TOURISM ACTION PLAN.....	12
TOURISM RECOVERY RESOURCES.....	16
MONITORING AND REVIEW.....	17
REFERENCES	19

EXECUTIVE SUMMARY

Tourism is a key economic driver for the City of Holdfast Bay's economy that has significant positive flow-on effects for the local community. In 2019, visitors contributed \$258 million to the local economy, providing an estimated 1,808 full time equivalent jobs. The majority of these jobs are in businesses that provide goods and services directly to visitors, such as accommodation, cafes and restaurants, and retailing.

The Tourism Recovery Plan aligns to Council's Strategic Plan and the State Tourism Plan. The Our Place Strategic Plan 2030 focuses on a welcoming, safe and active community where resident, visitor and business prosperity meets. It encompasses five strategic pillars which outlines objectives to effectively build for our future. The Tourism Recovery Plan aligns with objective 4 of the economy pillar.

INCREASE THE NUMBER OF VISITORS TO THE CITY OF HOLDFAST BAY

The Tourism Recovery Plan 2023 is a post COVID-19 rebuilding strategy, together with the Economic Activation Plan 2023, to restimulate tourism in our region. It provides a focus and action plan to emerge as a more resilient and sustainable destination that enriches the lives of our people and our visitors.

TOURISM VISION

The City of Holdfast Bay is committed to a lively, diverse, safe and accessible tourism destination for visitors and residents alike whilst ensuring suitability and economic benefits for our community and region.

2023 TARGET

Return visitation and expenditure to pre-COVID-19 levels - 1.4 million visitors and \$265 million in tourism expenditure annually.





INTRODUCTION

TOURISM AT A STATE LEVEL

The South Australian Tourism Commission is committed to growing South Australia's visitor economy to \$12.8 billion and generate an additional 16,000 jobs in South Australia by 2030. Tourism is an economic priority currently employing 40,500 South Australians and the visitor economy in South Australia was growing strongly with the record result of \$8.1 billion in visitor expenditure year ending December 2019. The Adelaide region makes up 57% market share of the visitor expenditure.

The South Australian visitor economy is in the middle of the most severe reduction of tourism on record due to the crises of 2020. While we have already seen significant drops when comparing the current results (year to June 2020) to the 2019 calendar year, far more significant declines will be felt in future releases with the closure of international and interstate borders.

TOURISM IN THE CITY OF HOLDFAST BAY

The City of Holdfast Bay supports the local and State economy by attracting visitors whose expenditure helps to create jobs. These visitors, which include international, interstate, intrastate and day trip visitors, provide benefits to the economy through the direct contributions of their tourism activities, as well as encompasses the contribution tourism makes to employment, investment, infrastructure development, exports and provision of temporary labour and social vibrancy.

The economic activity of visitors impacts all of the elements that make for a successful visitor destination including; hospitality, transport, education, retail, community programs and many other industries and activities that affect a visitors' travelling experience. It also includes those travelling for purposes other than tourism, for example for employment, education or business.

The City of Holdfast Bay recognises that successful tourism requires strategic planning where visitors' expectations are balanced against the needs of residents. Tourism that is well planned and managed generates widespread benefits to a city. Local businesses benefit financially, the local community benefits from improved services, facilities and infrastructure, and the environment benefits through greater investment in sustainable development.

In 2019, 1.3 million people made day trips to our City and another 140,000 people made over-night visits. Tourism expenditure in the City of Holdfast Bay has grown over the last five years from \$215 million in 2015 to \$258 million in 2019. In the City of Holdfast Bay, tourism supports an estimated 1,800 jobs, which is 14% of total employment.

VISITOR ECONOMY IMPACTS OF COVID

The visitor economy has grown significantly in South Australia over the last five years but due to COVID-19, tourism is one of the hardest hit sectors. It is important to observe industry impacts and trends that will shape the recovery. Performance will be at its lowest come March 2021 as we reach 12 months of COVID-19 impacts. It is anticipated that South Australia will reach a low of \$2.3 billion.

COVID-19 has also led to profound changes on tourists' behaviour and expectations on industry operations which are predicted to have long-lasting impacts.

The City of Holdfast Bay is estimated to be the worst impacted among Greater Adelaide LGAs in terms of percentage jobs lost and jobs compensated by JobKeeper payments (982 jobs lost and 1,247 jobs compensated by JobKeeper payments - predominantly retail trade / accommodation and food services) representing -15.7% change in the Apr-June quarter 2020.

Tourism businesses received a total of 3,832 bookings cancelled and an estimated \$9 million loss in accommodation revenue sales, 40,000 guest arrivals and 90,000 room nights in the Apr-Jun quarter 2020.

Recovery of the international market is predicted to take two to four years. This represents a loss of \$39.5 million annually, a key market for the City of Holdfast Bay.

With no international or interstate visitors or major events being held visitation decreased by 44% to 827,000 and expenditure by 50% to \$128 million in 2020.

OUR FOCUS

TARGET MARKETS

While many will immediately think of leisure tourism when they hear visitor economy, it is important to understand that it encompasses so much more than the traditional tourism categories of hotels, tours and airlines. The visitor economy is all spend associated with visitors.

There are currently four key markets within the South Australian visitor economy – international, interstate, intrastate and domestic day trip visitors. Their behaviours, itineraries and most importantly, expenditure per visitor, are very different.

Visiting friends and relatives is a significant travel market within both domestic and international tourism accounting for 29% of visitors to the City of Holdfast Bay. It is therefore important to understand the role of the hosting resident in influencing and advocating for the tourism experiences in the local area. Locals play a key role in planning the activities of their visiting friends and relatives, Council encourages residents to be ambassadors for our local area.

Due to COVID-19 the City of Holdfast Bay will need to redefine our target markets based on their ability and tendency to travel. There will need to be a new approach to reach local audiences and driving multi-layer activations.

Short Term Target Markets

- Encourage local return visitors - easier and more productive than seeking new target markets
- Maximize domestic day trip audience market share over other destinations
- Attract individuals and groups visiting friends & relatives (VFR) visitors – resilient repeat visitors, incentive to visit, reuniting families & friends going out together, less critical of gaps in the product offering
- Intrastate / regional SA overnight visitors – stay longer

Long Term Target Markets

- Metro visitors that only visit once per year
- Interstate / domestic overnight visitation
- International

Target Market Segments

Three customer groups have been identified that are most likely to stay longer, spend more and disperse in the region. They have the greatest affinity with the tourism experiences the City of Holdfast Bay has on offer and they have the greatest likelihood of becoming advocates for the region.

- Young couples no children aged 25 – 45
- Families with school age children (Parents 35 – 55, Kids 4 – 16)
- Older couples / singles no children (Parents 45+, childless or kids are older and not travelling with them)



CONSUMER TRENDS 2020

Consumer behaviour is evolving as a result of COVID-19 outbreak and social distancing guidelines. Consumers will want;

- To be put at ease and want to know that proper safety measures are in place
- High standards of cleanliness and other preventative measures
- More experiential and activity packed holidays
- Last minute bookings for local trips near home
- Shopping destinations, itineraries and lists of restaurants for a local weekend getaway are the top three resources consumers look for when planning local trips

Unique selling points; to build visitation and spend in the City of Holdfast Bay, there needs to be a focus on those experiences of which have the competitive advantage and better tell the story around these experiences. Our experience themes represent the key unique selling propositions of the region and under-pin our tourism industry;

- Coastal – beaches, boating, swimming, jetties, coast path
- Nature + Landscapes – coastal walks, dolphin watching, sunsets
- Events + Sport – music, sporting, arts, food, wine, sailing clubs, surf clubs
- Soft Adventure – aquatic activities, fishing, segways, cycling
- Heritage + Cultural – galleries, museums, outdoor art, indigenous stories, history tours
- Food + Dining + Retail – mainstreets, marina pier, cafes, restaurants

INDUSTRY

The City of Holdfast Bay recognises the need for participation and partnerships in order to achieve the desired tourism outcomes. COVID-19 has increased the need for consultation and partnerships to rebuild our tourism sector. Council will look to;

- Support local tourism businesses by liaising with regional tourism organisations and state bodies on behalf of operators, and through collaborative projects
- Strengthen networks and connections across local government, precincts, businesses and associations to collaborate and to highlight key issues, developments and successes
- Work with industry to establish and monitor benchmarks for quality tourism development and service delivery to ensure consistency
- Drive sustainable business and product development
- Build and share best practice approaches, market research and information to improve overall efficiently

Council will continue to work in partnership with key stakeholders to build and promote a vibrant and diverse tourism experience with the primary objective of increasing visitation, length of stay and money spent in the City of Holdfast Bay and supporting tourism job growth.



OUR STRATEGIC PRIORITIES

The strategic priority areas and action plan from the Tourism Plan 2020 have been revised to focus on the immediate challenges and recovery from COVID-19. These strategies and actions are outlined below to drive the recovery of the tourism industry.



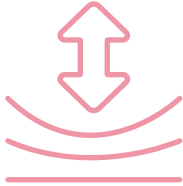
STRATEGIC PRIORITY 1 - DRIVING DEMAND

Increase the desirability of the City of Holdfast Bay as a travel destination. Showcase our strengths inspiring more people to visit, stay longer and spend more.



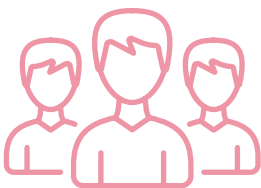
STRATEGIC PRIORITY 2 - DESTINATION DEVELOPMENT

Every visitor has a positive, memorable experience by developing accessible tourism products, experiences and visitor precincts.



STRATEGIC PRIORITY 3 - RESILIENCE AND SUSTAINABILITY

Ensuring the understanding of the contribution of the visitor economy and encourage the effective, integrated and consistent approach to management of our destination.



STRATEGIC PRIORITY 4 - CONSULTATION AND PARTNERSHIPS

Effectively collaborate with all levels of government and the cities stakeholders to grow tourism in the region.



TOURISM ACTION PLAN

STRATEGIC PRIORITY 1 – DRIVING DEMAND

REF	STRATEGY	ACTION
1.1	Promote the City of Holdfast Bay profile to our target markets	<p>Develop new campaign assets of the 'Stay' destination marketing campaign which encourages use of the City of Holdfast Bay's extensive accommodation and food and beverage infrastructure to encourage visitation by our target market segments.</p> <p>Expand Stay Local Advocacy campaign.</p>
1.2	Brand positioning / competitive advantage	<p>Improve awareness of the City of Holdfast Bay's key experiences in order to attract domestic market segments.</p> <p>Showcase the City of Holdfast Bay as a safe, clean destination with wide open spaces. Capitalise on beach / waterfront views.</p> <p>Repositioning brand in particular around shopping and dining experiences.</p> <p>Increase image content to the City of Holdfast Bay image gallery.</p>
1.3	Target market segments	Action plans will be developed for each target market to ensure we are ready for the re-opening of interstate and international borders and to maximise day trip audience market share over other destinations.
1.4	Securing investment through Council, grants, government funding and private investment for major infrastructure projects that enhance visitor experience and drive demand	<p>Current concepts requiring funding:</p> <ul style="list-style-type: none"> • Glenelg Jetty Regeneration Project • Glenelg Town Hall Redevelopment • Kingston Park Master Plan • Jetty Road Glenelg Master Plan • Regional Sports Hubs and Facilities • Wigley Reserve Site <p>Assist the strategic planning team with tourism data for funding applications and master planning.</p>
1.5	Support product development	<p>Encourage innovative and sustainable development of established and new tours and experiences that showcase the City of Holdfast Bay and facilitate engagement with the destination's unique nature, wildlife, heritage, culture, wellness and coast.</p> <p>Develop unique signature experiences – seafood, indigenous, aquatic.</p>
1.6	Build brand advocates	<p>Monitor and interact with our customer advocates on social media encouraging word of mouth referrals.</p> <p>Coordinate digital communications plan to support marketing activation.</p>

STRATEGIC PRIORITY 2 – DESTINATION DEVELOPMENT

REF	STRATEGY	ACTION
2.1	Elevate visitor needs and expectations	<p>Develop Glenelg visitor information offering;</p> <p>Implement annual surveys of visitors to the Visitor Information Outlet (VIO).</p> <p>Deliver regular volunteer training.</p> <p>Encourage dispersal of visitors from Glenelg to other suburbs of the City of Holdfast Bay to extend length of stay.</p>
2.2	Create a strong visitor appeal	<p>Facilitate precinct development, which complements the specific characteristics of each area to attract new business opportunities and visitors.</p> <p>Encourage visitation to the various art galleries, historical sites and public art in the area.</p> <p>Highlight the range of natural experiences on offer.</p> <p>Activate open spaces and laneways.</p>
2.3	Encourage events that offer the best opportunity for economic growth and add value to residents wellbeing and the local business community	<p>Recalibrating the scale of events to ensure our event operators and industry can grow new events which fit within the COVID-19 operating protocols, which might include initiatives as offering a series of smaller component functions but for the same overall event.</p> <p>Work with tourism partners to drive additional expenditure before and after events through product and packaging development.</p>
2.4	Facilitate continual improvement across Council services, events and activities	Undertake qualitative and quantitative market research of residents and visitors to establish satisfaction, needs, expectations and opportunities.
2.5	Enable a simplified Council application process for prospective tourism initiatives	Create a Tourism Recovery Project Panel comprising of EM's and SLT representation to support tourism proposals for endorsement to Council.
2.6	Develop a familiarisation program	Showcase the City of Holdfast Bay visitor economy businesses and experiences through key influencers and stakeholders.



**STAY
AND PLAY**

STRATEGIC PRIORITY 3 – RESILIENCE AND SUSTAINABILITY

REF	STRATEGY	ACTION
3.1	Increase recognition of the value of tourism	Coordinate communication plan to raise awareness of the benefits and value of tourism within the community to encourage local advocacy.
3.2	Internal stakeholder engagement	Tourism is considered and integrated across all departments on key projects and activities.
3.3	Environmental sustainability	Manage the impact on the local community and environment of tourism activity. Encourage visitor economy businesses to have sustainable environmental practices.
3.4	Empower residents and the local business community to be ambassadors for visitors in their area	Educate and inform residents about the value of tourism and the experiences on offer thereby actively driving the 'visiting friends and relatives' market.
3.5	Product diversification	Foster development into authentic, new and existing products and experiences to cater to our new environment and target markets. Promote good news stories from local businesses who are adapting/ diversifying to provide inspiration for other businesses.
3.6	Encourage the effective, integrated and consistent approach to management of our destination	Update destination management plan to: Facilitate continual improvement (capacity building). Assess internal capabilities and external environments. Undertake a signage audit to ascertain what needs to be upgraded so it is more informative / way finding.



STRATEGIC PRIORITY 4 – CONSULTATION AND PARTNERSHIPS

REF	STRATEGY	ACTION
4.1	Cross Council collaboration with Western Adelaide Alliance and Southern Adelaide Councils	Market Adelaide Beaches with Western Adelaide Tourism Alliance (Port Adelaide Enfield, West Torrens and Charles Sturt Council). Establish a working group with Southern Adelaide Councils (Onkaparinga and Marion Councils). Host networking functions when safe to do so. Work with Adelaide City Council on the Adelaide Visitor Guide.
4.2	Maximize membership with the Tourism Industry Council SA (TiCSA)	Support the development of metro local government network on key projects to highlight metropolitan Adelaide and business advocacy programs. Encourage tourism operators to work with TiCSA for tourism accreditation, COVID Clean certification, awards, training and business development.
4.3	Maintain key relationships within the South Australian Tourism Commission (SATC)	Contribute to the regional marketing managers network group. Grow support for development of new experiences, infrastructure and investment projects. Provide regular communication with destination development, events and marketing teams to keep the City of Holdfast Bay front of mind.
4.4	Maximize membership with Adelaide Convention Bureau (ACB)	Work with Adelaide Convention Bureau on conference bids, incentive group visits and in destination delegate’s pre and post touring.
4.5	Precinct development - coordinate between Council, traders, landlords, tourism providers and the community	Work with JRMC, JLL Marina Pier precinct managers and Jetty Rd Brighton traders to attract new business to the City of Holdfast Bay, host events and promote the area.
4.6	Collaborate with key organisations and trade partners to grow tourism in the City of Holdfast Bay	Coordinate with organisations and trade partners to develop campaigns, events and activities.





TOURISM RECOVERY RESOURCES

The City of Holdfast Bay Council has a number of staff allocated across departments who deliver ongoing business development and marketing activity. Key actions such as investment attraction, event development, precinct master planning and funding can utilise existing resources.

Additional resources will be required to deliver specialist projects and consultants may be required to further assess opportunities and aid in the COVID-19 recovery.

The marketing budget is limited and requires the support of external revenue and partner marketing opportunities to gain effective reach into target markets.

Pivotal to the City of Holdfast Bay Council building sustainable tourism growth within the local economy is a partnership approach between all business units within the Holdfast Bay Council, other Government departments, neighbouring Councils, non for profit organisations, community centres, sporting groups and private sector businesses.

The City Activation team will provide a leadership role with the implementation of the destination strategic priorities.



MONITORING AND REVIEW

To ensure the currency and continued relevance of the Tourism Recovery Plan, an annual review of its strategies will be undertaken. Given the changing nature of the industry, it is expected that modifications will occur over time to ensure the plan remains relevant, achievable and measurable.

The review will incorporate:

- Progress against the strategies and actions outlined in the plan
- A review of visitor numbers and expenditure
- A review of trends and changes which may impact the plan
- Review of responsibilities and resources
- Consideration of upcoming actions and their implementation

- A review of event research and economic impact
- Estimated ROI for Council - for every dollar invested by Council on tourism, marketing and events what is returned to the local economy

Council will be briefed with a written report annually on the progress of the Tourism Action Plan, following the review process.

REFERENCES

City of Holdfast Bay, **Our Place Strategic Plan 2030**

City of Holdfast Bay, **Economic Activation Plan 2018 – 2023**

City of Holdfast Bay, **Open Space and Public Realm Strategy 2019-2030**

City of Holdfast Bay, **Arts and Culture Strategy 2019 - 2024**

South Australian Tourism Commission, **State Tourism Plan 2030**

Tourism Australia, **Tourism 2020 Strategy**

Tourism Industry Council South Australia, **Strategic Plan 2019 - 2022**

Tourism Research Australia, Tourism Satellite Account 2018-19, **National Visitor Survey and International Visitor Survey**

Australian Bureau of Statistics (ABS) 2015/2016, **Tourism Accommodation Small Area Data, Hotels, motels and serviced apartments**

McGregor Tan Research, 2019, **Tourism Project for City of Holdfast Bay, Group Discussions, Quantitative and Qualitative Surveys – Resident, Daytrippers, Interstate Domestic & International**

McGregor Tan Research, 2020, **COVID-19 Effect on the South Australian Community - Consumer Sentiment**

Intuito Market Research, 2013 & 2016, **Tourism Project for City of Holdfast Bay, Group Discussions, Quantitative and Qualitative Surveys – Resident, Daytrippers, Interstate Domestic & International**



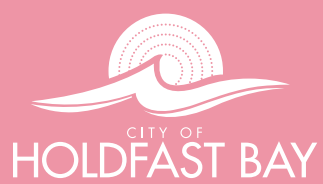
1914

1939

1945

1919

ARCH OF REMEMBRANCE



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Item No: 15.6

Subject: **CALL FOR NOMINATIONS – GREATER ADELAIDE REGIONAL ORGANISATION OF COUNCILS**

Summary

The Local Government Association (LGA) is calling for nominations to fill the two positions allocated to each Regional Grouping of Councils on the Greater Adelaide Regional Organisation of Councils (eight positions in total). These positions will commence office from the conclusion of the 2024 LGA Annual General Meeting (AGM) and will remain in office until the conclusion of the 2026 AGM, unless otherwise extended following a change to the LGA's Constitution of GAROC Terms of Reference.

Council is asked to determine if a nomination is to be made for the Greater Adelaide Regional Organisation of Councils to represent the Western region of councils: Charles Sturt, Holdfast Bay, Port Adelaide Enfield and West Torrens.

Recommendation

1. **That Council notes the report;**

OR

2. _____ **be nominated for the Greater Adelaide Regional Organisation of Councils to represent the Western region.**

Background

On 19 June 2024, the Chief Executive Officer of the Local Government Association, Clinton Jury wrote to the Chief Executive Officer inviting one nomination from the City of Holdfast Bay Council for a position on the GAROC West Regional Grouping. A list of the GAROC Regional Groupings is attached for Member's information.

Refer Attachment 1

Report

The role of the Greater Adelaide Regional Organisation of Councils (GAROC) is to provide regional advocacy, policy initiation and review, leadership, engagement and capacity building in the GAROC Region.

The terms of the current members of the Greater Regional Organisation of Councils expire at the 2024 LGA Annual General Meeting.

A nomination of a person may only be made by a resolution of the council and the nomination form and candidate information sheet must be received by the LGA no later than **5pm Friday 16 August 2024**. Late nominations will not be accepted.

Refer Attachment 2

The GAROC Terms of Reference (extract attached) outlines the process as to how an election will occur. The Returning Officer (LGA Chief Executive Officer) is required to conduct a ballot if the number of persons nominated for each GAROC Regional Grouping exceeds the number of membership positions described in clause 4.2.1.

Refer Attachment 3

In 2023, the Local Government Association initiated a review of its LGA Constitution with the term length for the LGA President, Board Directors and GAROC and SAROC Members being considered. It is anticipated that any revisions to the LGA Constitution and GAROC/SAROC Terms of Reference will be presented to Members for consideration at the AGM on 22 November 2024.

The 2024 LGA Election will proceed under the current provisions. Any changes arising that impact term length or committee structure will be managed through transitional provisions and will be communicated to member councils, Board Directors and Committee Members accordingly.

Under the LGA Constitution and the GAROC Terms of Reference, once members are elected to GAROC, these members will then elect a Chair and three GAROC members to form the LGA Board of Directors. These GAROC LGA Board Directors will be accompanied by their equivalent SAROC, as well as the President and Immediate Past President to form the ten member LGA Board of Directors.

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Statutory compliance

Council Policy

Not applicable

Statutory Provisions

Clause 19 of the LGA Constitution and Rules

Written By: Executive Officer and Assistant to the Mayor

Chief Executive Officer: Mr R Bria

Attachment 1

In reply please quote our reference: ECM 816139 MW/LM

19 June 2024

Mr Roberto Bria
Chief Executive Officer
City of Holdfast Bay

Emailed: rbria@holdfast.sa.gov.au

Dear Roberto

Call for Nominations for GAROC Members

The terms of the current members of the Greater Adelaide Regional Organisation of Councils (GAROC) expire at the 2024 LGA Annual General Meeting (AGM). The LGA hereby calls for nominations to fill the two (2) positions allocated to each Regional Grouping of Councils on GAROC (eight positions in total). These positions will commence office from the conclusion of the 2024 LGA Annual General Meeting and will remain in office until the conclusion of the 2026 AGM, unless otherwise extended following a change to the LGA's Constitution or GAROC Terms of Reference. A nomination form for the position of member of GAROC is attached and must be received by me, following a resolution of your council, by no later than **5pm Friday 16 August 2024**. Late nominations will not be accepted.

At the 2019 LGA AGM, members endorsed the establishment of four (4) GAROC Regional Groupings which took effect from the 2020 GAROC elections, with membership of GAROC to comprise two eligible members elected by a majority vote of the councils within each Regional Grouping, provided that each person elected for that Regional Grouping is from a different member. Additionally, the Lord Mayor of the City of Adelaide will be a standing member of GAROC.

I write to you in your capacity as the Chief Executive Officer of a Member Council in GAROC West to invite one (1) nomination from your council for a position on the GAROC West Regional Grouping. A list of the GAROC Regional Groupings is attached to this letter.

A nomination may only be made by resolution of the council and using the attached nomination form. The form must be signed by both the candidate nominated by the council to indicate his/her willingness to stand for election, and by you as the Chief Executive Officer of the nominating council. The nomination form must be accompanied by the attached candidate information sheet.

Voting

The GAROC Terms of Reference (TOR) (extract attached) outlines the process as to how an election will occur. As the Returning Officer I am required to conduct a ballot if the number of nominations for each GAROC Regional Grouping exceeds the number of positions. If a ballot is required, the distribution of ballot papers to councils will include any information provided on the candidate information sheet.

Timetable

Key (indicative) timings and GAROC TOR provisions are outlined in the following table.

Information about the timing and progress of the LGA Elections will be made available on the LGA website: www.lga.sa.gov.au/lga-elections

Indicative Timing	Headline	GAROC TOR Provision
	Returning Officer	Returning Officer for all LGA electoral matters is the Chief Executive Officer (Clause 4.4.1)
19 June 2024	Nominations Called	CEO to write to members of GAROC Regional Groupings calling for nomination for position of members of GAROC at least 3 months before AGM (Clause 4.3.2)
16 August 2022	Nominations Close	Nominations must be received by the CEO no later than 5pm on the day specified for the close of nominations (Clause 4.3.4).
	Nominations equal to vacancies	If the number of nominations received equals the number of vacant positions for the Regional Grouping, each candidate is elected and takes office at the conclusion of the AGM (Clause 4.4.3)
3 September 2024	Ballot papers prepared and posted	In the event of an election being required the CEO shall deliver ballot papers to each member of the relevant Regional Grouping at least 6 weeks before AGM GAROC (Clause 4.4.5(a))
1 November 2024	Voting closes	The CEO shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present (Clause 4.4.5(f))
TBC - week commencing 4 November 2024	Counting of votes	The CEO shall nominate the date, time and place for the counting of votes (Clause 4.4.5(f))
22 November 2024	Final declaration of result	CEO shall declare the candidate with the most votes elected at the AGM (Clause 4.4.5(h))
22 November 2024	Takes office	GAROC members take office at the conclusion of the AGM (Clause 4.5)
22 November 2024	Voting for Board Members	GAROC should meet at the conclusion of the AGM to elect 3 of its members (plus its Chair) to the Board of Directors (Clause 6.4.1 and 6.4.2) who's term of office commences after the AGM.

Impacts of the LGA Constitution Review

The latest version of the LGA Constitution effective from 8 January 2020 is available via the following link: [LGA Constitution](#).

The LGA Constitution provides for the election of LGA President, SAROC and GAROC Members, and the LGA Board of Directors to take effect from the LGA's AGM, every other year. This enables the outgoing President to deliver their annual report and financial statements for the preceding year, before handing over to the incoming President.

In 2023, the LGA initiated a review of its Constitution with the term length for LGA President, Board Directors, and GAROC and SAROC Members being considered.

Additional matters discussed include whether membership to GAROC or SAROC should be limited exclusively to mayors, and whether the current committee structures best serve members.

Preferred outcomes are yet to be finalised. It is anticipated that any revisions to the LGA Constitution and GAROC/SAROC Terms of Reference will be presented to Members for consideration at the AGM on 22 November 2024. The LGA Constitution may be altered only by resolution passed by at least 75% of the votes cast by Members at a General Meeting⁹ and with approval of the Minister for Local Government¹⁰.

The 2024 LGA Election will proceed under the current provisions. Any changes arising that impact term length or committee structure will be managed through transitional provisions and will be communicated to member councils, Board Directors and Committee Members accordingly.

LGA Board Appointments

Under the LGA Constitution and the GAROC TOR, once members are elected to GAROC, these members will then elect a Chair and three GAROC members to form the LGA Board of Directors. These GAROC LGA Board Directors will be accompanied by their equivalent from SAROC, as well as the President and Immediate Past President, to form the ten (10) member LGA Board of Directors.

If you have any questions in relation to the election process, please contact me or LGA Manager Corporate Support, Melanie Williams via email to melanie.williams@lga.sa.gov.au or by phoning 8224 2097.

Yours sincerely



Clinton Jury

Chief Executive Officer / LGA Returning Officer

Telephone: (08) 8224 2039

Email: clinton.jury@lga.sa.gov.au

Copy to: mail@holdfast.sa.gov.au

Attachments:

- 1 List of GAROC Regional Groupings
- 2 Extract from LGA GAROC TOR – Clause 4
- 3 2024 Nomination Form – GAROC
- 4 Candidate Information Sheet

⁹ Clause 2.2.1 b. of the LGA Constitution

¹⁰ Subclause 1(4) of Schedule 1 of the *Local Government Act 1999*

Greater Adelaide Regional Organisation of Councils (GAROC)

Regional Groupings

GAROC Regional Grouping	Members
Adelaide	Adelaide City
North	Gawler Playford Salisbury Tea Tree Gully
West	Charles Sturt Holdfast Bay Port Adelaide Enfield West Torrens
South	Marion Mitcham Onkaparinga
East	Adelaide Hills Burnside Campbelltown Norwood Payneham & St Peters Prospect Unley Walkerville

Extract – GAROC Terms of Reference

Clause 4 – GAROC

4.1. Role

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the GAROC Region.

4.2. Membership

4.2.1. Each Regional Grouping of Members listed in the schedule to these Terms of Reference will elect in accordance with clause 4.3 and 4.4 from the Members of the Regional Grouping of Members, 2 Council Members of Members in the Regional Grouping of Members as members of GAROC provided that each person elected is from a different Member.

4.2.2. In addition to the members of GAROC elected in accordance with clause 4.2.1, the Lord Mayor of the City of Adelaide will be a standing member of GAROC.

4.3. Nominations for election to GAROC

4.3.1. The members of GAROC will be elected biennially.

4.3.2. In the year in which GAROC members will be elected, and at least 3 months before the Annual General Meeting, the Chief Executive shall write to all Members of the GAROC Regional Grouping as listed in the schedule calling for nominations for the membership of GAROC.

4.3.3. Each Member of the GAROC Regional Grouping may nominate a candidate for membership of GAROC, provided that:

- (a) a person nominated as a member of GAROC must be a representative of a member on the relevant Regional Grouping of Members; and
- (b) only a Council Member can be nominated to GAROC.

4.3.4. A nomination of a person as a member of GAROC must be by resolution of the Member received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations (Close of Nominations). A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.

4.4. Election to GAROC

4.4.1. The Chief Executive shall be the returning officer for any election of members to GAROC.

4.4.2. After the Close of Nominations, the Chief Executive will notify Members of each Regional Grouping of Members of the candidates for membership of GAROC nominated by the Regional Grouping of Members.

4.4.3. If the only nominations received from a Regional Grouping of Members by the Close of Nominations match the membership positions described in clause 4.2.1, then the Chief Executive will declare those persons duly elected to those membership positions.

4.4.4. If the number of persons nominated by the Close of Nominations by a Regional Grouping of Members exceeds the number of membership positions described in

clause 4.2.1, then an election for the purpose of clause 4.2.1 must be held in accordance with this clause.

- 4.4.5. In the event of an election being required, the Chief Executive shall conduct the election as follows:
- (a) at least six weeks before the Annual General Meeting, the Chief Executive shall deliver ballot papers to each Member of the Regional Grouping of Members;
 - (b) the ballot papers shall:
 - (i) list the candidates for election;
 - (ii) specify the day of closure of the election;
 - (iii) be accompanied by an envelope marked "Ballot Paper" and a second envelope marked "Returning Officer";
 - (c) each Member shall determine by resolution the candidate or candidates (as relevant) it wishes to elect;
 - (d) the chair of the meeting for that Member shall mark the ballot paper with an "X" next to the candidate or candidates (as relevant) that the Member wishes elected and seal the ballot paper in the envelope marked "Ballot Paper" inside the envelope marked "Returning Officer". Before sealing the second envelope the chair must indicate the Member's name on the inside flap of the envelope. The envelope may then be sealed and delivered to the Returning Officer;
 - (e) on receipt of the envelopes the Chief Executive must:
 - (i) open the outer envelope addressed to the "Returning Officer" and record the name of the Member which appears on the inside flap of the envelope on the roll of Member's eligible to vote; and
 - (ii) place the envelope marked "Ballot Paper" unopened into the ballot box;
 - (f) the Chief Executive shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present;
 - (g) at the counting of the votes the Chief Executive shall produce unopened envelopes marked "Ballot Paper" and if satisfied that all votes are valid, count the number of votes received by each candidate;
 - (h) in respect of an election for the purposes of clause 4.2.1, the 2 candidates from a Regional Grouping of Members with the most votes shall be deemed elected in respect of that Regional Grouping of Members and the Chief Executive shall declare the candidates elected at the Annual General Meeting; and
 - (i) in the case of candidates for membership positions described in clause 4.2.1 from a Regional Grouping of Members receiving the same number of votes, the Chief Executive shall draw lots at the counting of the votes to determine which candidate is elected.
- 4.4.6. The Chief Executive may, in his or her discretion, appoint a deputy returning officer and delegate any of his or her powers, functions or duties to that person who shall act accordingly.
- 4.4.7. The Chief Executive may, in his or her discretion, delegate any of his or her powers, functions or duties to an Executive Officer of a Regional Grouping of Members who shall act accordingly for the conduct of elections for the purpose of clause 4.2.1 in respect of the Regional Grouping of Members relevant to that Executive Officer.

Attachment 2

Greater Adelaide Regional Organisation of Councils (GAROC) 2024 Nomination Form

Nominee's Full Name	<i>(insert title, first name and surname of nominee)</i>
Nominee's Council	<i>(insert name of nominee's council)</i>
Regional Grouping <i>(select one)</i>	<input type="checkbox"/> North <input type="checkbox"/> East <input type="checkbox"/> South <input type="checkbox"/> West
Declaration and Signature of Nominee	I hereby accept such nomination. Signature:
Name of Council Submitting Nomination	<i>(insert name of nominating council)</i>
Council Resolution	<i>(insert date & resolution no.)</i> <i>(insert council resolution)</i>
Signature and Name of Nominating Council's CEO	Signature: <i>(insert CEO name)</i>
Dated	<i>(insert date)</i>

**This form is to be sent to the LGA Returning Officer.
Close of nominations is 5:00pm Friday 16 August 2024**

Greater Adelaide Regional Organisation of Councils (GAROC) 2024 Candidate Information Sheet

(word limit is strictly 1,000 words)

Name:	<i>(insert title, first name and surname of nominee)</i>
Council:	<i>(insert name of nominee's council)</i>
Local Government Experience & Knowledge	<ul style="list-style-type: none"> • <i>(insert)</i>
Local Government Policy Views & Interests	<ul style="list-style-type: none"> • <i>(insert)</i>
Other information	<ul style="list-style-type: none"> • <i>(insert details of leadership, board, corporate governance experience etc)</i>

This form must accompany the Nomination Form

Attachment 3

Extract – GAROC Terms of Reference

Clause 4 – GAROC

4.1. Role

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the GAROC Region.

4.2. Membership

4.2.1. Each Regional Grouping of Members listed in the schedule to these Terms of Reference will elect in accordance with clause 4.3 and 4.4 from the Members of the Regional Grouping of Members, 2 Council Members of Members in the Regional Grouping of Members as members of GAROC provided that each person elected is from a different Member.

4.2.2. In addition to the members of GAROC elected in accordance with clause 4.2.1, the Lord Mayor of the City of Adelaide will be a standing member of GAROC.

4.3. Nominations for election to GAROC

4.3.1. The members of GAROC will be elected biennially.

4.3.2. In the year in which GAROC members will be elected, and at least 3 months before the Annual General Meeting, the Chief Executive shall write to all Members of the GAROC Regional Grouping as listed in the schedule calling for nominations for the membership of GAROC.

4.3.3. Each Member of the GAROC Regional Grouping may nominate a candidate for membership of GAROC, provided that:

- (a) a person nominated as a member of GAROC must be a representative of a member on the relevant Regional Grouping of Members; and
- (b) only a Council Member can be nominated to GAROC.

4.3.4. A nomination of a person as a member of GAROC must be by resolution of the Member received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations (Close of Nominations). A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.

4.4. Election to GAROC

4.4.1. The Chief Executive shall be the returning officer for any election of members to GAROC.

4.4.2. After the Close of Nominations, the Chief Executive will notify Members of each Regional Grouping of Members of the candidates for membership of GAROC nominated by the Regional Grouping of Members.

4.4.3. If the only nominations received from a Regional Grouping of Members by the Close of Nominations match the membership positions described in clause 4.2.1, then the Chief Executive will declare those persons duly elected to those membership positions.

4.4.4. If the number of persons nominated by the Close of Nominations by a Regional Grouping of Members exceeds the number of membership positions described in

clause 4.2.1, then an election for the purpose of clause 4.2.1 must be held in accordance with this clause.

- 4.4.5. In the event of an election being required, the Chief Executive shall conduct the election as follows:
- (a) at least six weeks before the Annual General Meeting, the Chief Executive shall deliver ballot papers to each Member of the Regional Grouping of Members;
 - (b) the ballot papers shall:
 - (i) list the candidates for election;
 - (ii) specify the day of closure of the election;
 - (iii) be accompanied by an envelope marked "Ballot Paper" and a second envelope marked "Returning Officer";
 - (c) each Member shall determine by resolution the candidate or candidates (as relevant) it wishes to elect;
 - (d) the chair of the meeting for that Member shall mark the ballot paper with an "X" next to the candidate or candidates (as relevant) that the Member wishes elected and seal the ballot paper in the envelope marked "Ballot Paper" inside the envelope marked "Returning Officer". Before sealing the second envelope the chair must indicate the Member's name on the inside flap of the envelope. The envelope may then be sealed and delivered to the Returning Officer;
 - (e) on receipt of the envelopes the Chief Executive must:
 - (i) open the outer envelope addressed to the "Returning Officer" and record the name of the Member which appears on the inside flap of the envelope on the roll of Member's eligible to vote; and
 - (ii) place the envelope marked "Ballot Paper" unopened into the ballot box;
 - (f) the Chief Executive shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present;
 - (g) at the counting of the votes the Chief Executive shall produce unopened envelopes marked "Ballot Paper" and if satisfied that all votes are valid, count the number of votes received by each candidate;
 - (h) in respect of an election for the purposes of clause 4.2.1, the 2 candidates from a Regional Grouping of Members with the most votes shall be deemed elected in respect of that Regional Grouping of Members and the Chief Executive shall declare the candidates elected at the Annual General Meeting; and
 - (i) in the case of candidates for membership positions described in clause 4.2.1 from a Regional Grouping of Members receiving the same number of votes, the Chief Executive shall draw lots at the counting of the votes to determine which candidate is elected.
- 4.4.6. The Chief Executive may, in his or her discretion, appoint a deputy returning officer and delegate any of his or her powers, functions or duties to that person who shall act accordingly.
- 4.4.7. The Chief Executive may, in his or her discretion, delegate any of his or her powers, functions or duties to an Executive Officer of a Regional Grouping of Members who shall act accordingly for the conduct of elections for the purpose of clause 4.2.1 in respect of the Regional Grouping of Members relevant to that Executive Officer.