CITY OF ADELAIDE

ADELAIDE PARK LANDS LEASING AND LICENSING POLICY

Adopted by Council on 13 October 2026 *non-legislative*

PURPOSE

This Policy outlines the City of Adelaide's approach to managing lease and licence agreements on Community Land under its care and control within the Adelaide Park Lands for the benefit of the community.

STATEMENT

Guiding Principles

Strategic Alignment

Lease and licence arrangements will support Council's strategic objectives and deliver positive community outcomes by:

- Aligning with relevant policies, plans and strategies.
- Prioritising uses that deliver community benefit and enhance the Park Lands experience.
- Matching tenure with investment and commitment.

Sustainability and Stewardship

Leases and licences will support the long-term sustainability and responsible stewardship of Park Lands assets by:

- Supporting climate adaptation, greening and environmental sustainability.
- Encouraging efficient and optimised use of facilities.
- Recognising shared responsibilities for asset maintenance and care.
- Being consistent with the statutory principles outlined under section 4 of the *Adelaide Park Lands Act 2005* (SA).

Inclusive and Equitable Access

The Park Lands are a shared community asset and will remain welcoming and accessible to a diverse range of users by:

- Supporting safe, inclusive and accessible environments.
- Applying equitable fee structures that reflect asset value, exclusivity, maintenance responsibilities and connection to the city, while supporting participation.

Good Governance

Leases and licences will be managed in a transparent, consistent and accountable manner by:

- Complying with relevant legislation.
- Applying a fair and transparent selection process.
- Supporting timely and consistent decision-making.
- Requiring appropriate reporting to demonstrate community benefit.
- Supporting organisational capacity building.

The City of Adelaide acknowledges the Kaurna people as the Traditional Owners of the Country where the city of Adelaide is situated, and pays its respect to Elders past, present and emerging.

1. Strategic Alignment

1.1 Eligibility

Council may enter into lease or licence agreements with commercial entities, educational institutions, community organisations and government agencies where the proposed use supports the enjoyment of the Park Lands, delivers a demonstrable community benefit, maintains public access, and is consistent with relevant legislation and Council policies as well as the Adelaide Park Lands Community Land Management Plan and the Adelaide Park Lands Management Strategy.

1.2 Permitted Use

Lease and licence areas may only be used for the approved permitted use and must not be used in a manner inconsistent with the Adelaide Park Lands Community Land Management Plan, unless approved separately by Council and in accordance with any applicable legislation.

Non-commercial organisations may only use lease or licence areas for community sport, recreation, physical activity, community development, and activities or events directly related to these core purposes. These areas must not be used, or permitted to be used, for any other purpose, including private or commercial activities or events that are not directly related to the organisation's core purpose, without Council (Administration) approval.

Requests to host these activities or events will be considered on a case-by-case basis.

1.3 Tenure

The term of lease and licence agreements will generally not exceed five years.

Where a significant capital contribution is proposed, an agreement may be granted for a period of 10 to 21 years, including any renewal rights.

Renewal rights will be incorporated into agreements granted for more than five years to enable periodic reviews of conditions and performance (e.g. four + four).

Agreements with State or Federal Ministers (or their agencies) may be granted for a period up to 42 years, including any renewal rights.

2. Sustainability and Stewardship

2.1 Park Lands Stewards

Non-commercial organisations may be eligible for lease and licence fee reductions by delivering measurable community benefits. Eligible actions may include:

- Opening facilities as safe refuges for vulnerable community members during extreme weather events.
- Participating in Park Lands initiatives, such as tree planting, weed management, and community clean-up activities.
- Delivering environmental sustainability initiatives, including the use of solar power and recycled water, and actions to reduce waste sent to landfill.
- Supporting shared use arrangements, including educational institutions co-locating with community organisations.

- Enabling access for non-sporting community groups to use facilities for meetings, programs, and events that are open and accessible to the public (excluding private or commercial functions).
- Implementing inclusive practices that promote diverse and affordable access and participation.

Reductions will be assessed and applied retrospectively in the following year, based on demonstrated delivery of eligible community benefit actions (see Section 3.1.2.5 Incentive-Based Reductions).

2.2 Responsibilities

Unless agreed otherwise, all **Park Lands lessees and licensees** will be responsible for:

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Day-to-day maintenance and upkeep of leased and licensed areas, including buildings and associated outdoor infrastructure, where applicable.	✓	✓	✓	✓
Maintenance and renewal of lessee/licensee improvements.	✓	✓	✓	✓
Costs associated with operating and maintaining leased and licensed areas, including all outgoings and mandatory inspections.	✓	✓	✓	✓
Maintaining appropriate levels of insurance.	✓	✓	✓	✓
Maintaining leased and licensed areas in a clean and tidy condition, including the prompt clean-up of any debris created by the lessee/licensee or by any person using or accessing the leased or licensed area with the lessee's/licensee's permission or authority.	✓	✓	✓	✓
Waste management, including green organics and recycling services.	✓	✓	✓	✓

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Entering into an electricity contract with an all-renewable electricity retailer.	✓	✓	✓	✓
Complying with all relevant legislation and codes relating to health and safety.	✓	✓	✓	✓
Completing the make good requirements prior to and/or at the expiry of the lease or licence.	✓	✓	✓	✓
Providing a safe and welcoming environment for their staff, volunteers, members and the community.	✓	✓	✓	✓
Ensuring sporting surfaces are fit for their intended purpose.	If applicable	✓	✓	✓
Reporting safety or risk concerns to Council immediately.	✓	✓	✓	✓
Retaining records of maintenance for the duration of the lease or licence.	✓	✓	✓	✓
Providing Council with the necessary means to access leased areas in emergencies (e.g., keys, fobs, codes, etc).	✓	✓	✓	✓

Unless agreed otherwise, **Council** will be responsible for:

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Providing capacity-building and volunteer recognition opportunities.	–	✓	✓	–
Conducting an annual leasing and licensing forum.	–	✓	✓	✓
Conducting annual facility inspections.	✓	✓	✓	✓
Supporting community lessees in identifying and applying for grant funding.	–	✓	–	–
Insuring Council buildings and recovering the premium from lessees.	✓	✓	✓	✓
Providing online forms for consistency and efficiency.	✓	✓	✓	✓
Issuing maintenance schedules detailing responsibilities and expectations.	✓	✓	✓	✓
Renewing key structural building elements of Council-owned buildings.	–	✓	✓	–
Providing a lawn mowing service as per Council's service standards (where applicable).	–	✓	–	–
Tree care/maintenance.	✓	✓	✓	✓
Collecting general waste as per Council's guidelines.	–	✓	✓	–
Supporting lessees to undertake community stewardship and sustainability initiatives.	–	✓	✓	✓
Assisting with the facilitation of subletting and casual use of leased and licensed facilities.	–	✓	✓	✓

	Commercial Entity	Community Organisation	Educational Institution	Government Agency
Maintaining public toilets within leased premises.	✓	✓	✓	✓
Assisting with the remediation of third-party damage.	–	✓*	–	–

* Council recognises that damage caused by graffiti, theft, vandalism and other unlawful acts by third parties is generally beyond the control of a lessee or licensee. Where such damage is not covered by insurance, Council and the lessee or licensee, where the lessee or licensee is a community organisation, will work together to determine an appropriate remediation response, including the allocation of costs and responsibilities, having regard to the nature of the damage, the public benefit of the facility, and the resources available to each party.

3. Inclusive and Equitable Access

3.1 Lease and Licence Fees

3.1.1 Commercial Entities

Lease and licence fees will be based on a market rent valuation, with Consumer Price Index (CPI) reviews, as shown below:

Lease Fee (Rent)	Licence Fee
Market Rent Valuation with CPI reviews	Market Rent Valuation with CPI reviews

Where a comparable market rental valuation is not available, the negotiated lease or licence fee will be no less than the applicable fee set by Council in its annual Fees and Charges Schedule.

3.1.2 Non-commercial Organisations

Lease and licence fees will be set annually through Council's Fees and Charges Schedule. Non-commercial organisations will be categorised as shown below, with Category 2 organisations paying higher lease and licence fees than Category 1 organisations.

Category 1	Category 2
Not-for-profit clubs, associations and community groups with a total annual revenue of up to $3 million. All government schools (primary and secondary).	Not-for-profit clubs, associations and community groups with a total annual revenue of more than $3 million. All universities, non-government schools (primary and secondary), and associated alumni organisations. Government agencies (excluding government schools).

Community organisations that hold agreements for community gardens in the Adelaide Park Lands will be charged a nominal fee.

3.1.2.1 Lease Fees - Buildings

Fees for leasing buildings will be based on floor area multiplied by the prescribed rate per square metre found in Council's Fees and Charges Schedule (as updated from time to time).

3.1.2.2 Lease Fees - Community Building Redevelopment

Where a community building is redeveloped entirely at the lessee's cost, resulting in a new asset owned by the lessee, a ground lease will be granted, with lease fees applied in accordance with the prescribed rate per square metre found in Council's Fees and Charges Schedule (as updated from time to time).

Where Council contributes to the redevelopment of a community building, the lease fee will be determined through negotiation and will be calculated by starting with the prescribed rate found in Council's Fees and Charges Schedule (as updated from time to time) applicable to a building of equivalent floor area, and then taking into account:

- the value of the redeveloped community building (independently determined)
- the lessee's financial contribution to the redevelopment (including external grant funding)
- the lessee's capacity to pay

The negotiated lease fee will be approved by a formal Council decision.

3.1.2.3 Licence Fees

Fees for licensing land will be based on the area multiplied by the prescribed rate per hectare found in Council's Fees and Charges Schedule (as updated from time to time).

Licence fees will be higher where access is restricted and controlled by the licensee, e.g., restricted access due to a fence / locked gate.

3.1.2.4 Example Lease/Licence Fee Calculations

Examples of lease and licence fee rates being applied to particular scenarios and categories of occupant are provided below:

Non-commercial Lessee/Licensee Category	**Lease Fee – Building floor area = 300sqm**	**Licence Fee – Area of sports ovals = 1.5 hectares**
Category 1	Fee = 300 x $11.40 per sqm	Fee = 1.5 x $842.50 per ha
Category 2	Fee = 300 x $22.80 per sqm	Fee = 1.5 x $2,527.50 per ha

3.1.2.5 Incentive-Based Reductions

Non-commercial organisations may be eligible for a reduction of up to 50% of their lease or licence fees. Any reduction will be determined at the discretion of Council (Administration) and applied retrospectively in the following financial year, based on the lease or licence fees paid in the preceding financial year.

To qualify for the maximum reduction, lessees and licensees must demonstrate the delivery of multiple measurable community benefit actions. Council will provide a Fee

Reduction Guideline to assist non-commercial organisations in understanding the eligibility criteria and application process.

Council is under no obligation to approve or provide a fee reduction. All applications will be assessed on their individual merits.

3.2 Hardship

Council will consider requests for a reduction or deferment of lease and licence fees where the organisation is experiencing financial hardship. A reduction in this circumstance will require a formal Council decision.

3.3 Subletting and Casual Hire

All subletting agreements must be approved by Council (Administration). The tenure of a subletting agreement will not exceed the remaining tenure of the (head) lease or licence. A subletting agreement with a proposed tenure of more than ten years will require a formal Council decision.

Casual hire may occur without consent, provided it is consistent with the permitted use of the leased or licensed area.

3.3.1 Non-commercial Organisations

Non-commercial organisations must use reasonable endeavours, having regard to their resources and the capacity of their leased or licensed area, to make those areas available for use by other community groups and organisations when not in use by the lessee or licensee.

Non-commercial organisations:

- must nominate a contact person to manage subletting and casual hire enquiries.
- may charge sublessees and casual hirers fees within the range of fees determined by Council and made publicly available
- may, acting reasonably, recover any costs directly incurred as a result of the sublessee's or hirer's use of the area, such as additional cleaning or the provision of an item that would not otherwise have been required.
- must not impose fees, charges, terms, conditions or other obligations on sublessees or casual hirers that are more onerous than those imposed by Council, except for the recovery of reasonable, directly incurred costs as described above.

If Council is of the view that the lessee or licensee has not made their area sufficiently available, Council will work with the lessee or licensee to develop a plan to increase community access.

A non-commercial organisation cannot sublet to a commercial entity unless approved by a formal Council decision. Support of such arrangements will consider:

- the appropriateness of the proposed service/activity;
- the scale of the proposed service/activity in relation to the service/activity of the head lessee/licensee;
- the location of the proposed service/activity in relation to existing city businesses; and

- the proportion of revenue generated through the arrangement that will be reinvested into the ongoing improvement and enhancement of facilities within the Park Lands.

4. Good Governance

4.1 Lessee/Licensee Reporting

Community Organisations and Educational Institutions will:

- Attend an annual leasing and licensing forum conducted by Council.
- Submit an annual report to Council detailing:
    - key personnel contact details;
    - maintenance records;
    - income and expenditure (relating to the leased/licensed area);
    - evidence of compliance checks;
    - insurance certificates;
    - subletting arrangements;
    - casual hires; and
    - membership numbers.

Council may, from time to time, request additional documentation, including, but not limited to, a list of office bearers, audited financial statements, a business plan or strategy, and participation numbers and demographics.

Failure to attend the annual leasing and licensing forum or comply with reporting requirements may result in a Community Organisation and Educational Institution being ineligible for lease or licence fee reductions.

4.2 Selection of a Lessee/Licensee

The granting of a new lease or licence agreement may be undertaken through an Expression of Interest (EOI) process, open to the public for a minimum of four weeks (28 days). The assessment weighting and methodology will be provided in the EOI documentation.

EOI submissions will be assessed by Council (Administration), with the findings presented to Kadaltilla / Adelaide Park Lands Authority and Council.

Council may, at its discretion:

- decline to grant an agreement following the completion of an EOI process; or
- exempt an organisation from an EOI process, which will require a formal decision of Council, where the proposed agreement:
    - relates to an existing commercial lessee/licensee that has demonstrated ongoing compliance with lease/licence conditions and community benefit, and where undertaking an EOI would risk undermining a beneficial commercial arrangement; or
    - will be granted to a State or Federal Minister (or their agencies); or
    - is for a community garden; or
    - relates to improvements planned by Council in partnership with a third party(s), and the third party(s) is the existing tenant and the proposed tenant(s) of the improvements; or

- involves the Kaurna Yerta Aboriginal Corporation (or equivalent organisation) being the proposed tenant.

Council (Administration) may exempt an organisation from an EOI process where the proposed agreement is for a period of two years or less, provided that such an agreement does not result in a total continuous occupation exceeding four years (e.g. 2 + 2).

The application of any of these circumstances only permits consideration of direct negotiations and does not constitute a decision to grant, or an undertaking to grant, a lease or licence, which remains subject to all requirements of the *Local Government Act 1999* (SA), the *Adelaide Park Lands Act 2005* (SA) and the Adelaide Park Lands Community Land Management Plan.

4.3 Holding Over

Council may rely on the holding over provisions of a lease or licence to manage short-term occupation where appropriate.

Holding over is intended to be a short-term arrangement only and should not exceed six months. Where continued occupation is anticipated, Council will seek to grant a new lease or licence, including for a shorter fixed term (for example, 12 or 24 months), rather than allowing a holding over arrangement to continue for an extended period.

4.4 Public Consultation and Parliamentary Review

Public consultation will be undertaken on a draft lease or licence agreement in accordance with Council's Community Engagement Policy and the *Local Government Act 1999* (SA) where the proposed tenure period is greater than five years (including any right of renewal) and/or where an amendment to the Adelaide Park Lands Community Land Management Plan (CLMP) may be required (irrespective of the proposed tenure period).

Under the *Adelaide Park Lands Act 2005* (SA), before an agreement with a proposed tenure of ten years or more, including any renewal rights, can be executed, the draft agreement must be laid before both Houses of Parliament and follow the prescribed legislative process.

This process will only occur after the public consultation findings and draft agreement have been formally considered by Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) and Council.

The following table shows the required consultation processes depending on the nature and term of the lease or licence agreement:

	Advice from Kadaltilla / Adelaide Park Lands Authority	Decision of Council	Public Consultation	Lease/Licence laid before both Houses of Parliament
Agreement exceeds 2 years but is equal to or less than 5 years and consistent with CLMP	✓		Not required	
Agreement exceeds 5 years but less than 10 years	✓	✓	✓	Not required
Agreement equal to or greater than 10 years	✓	✓	✓	✓

4.5 Ownership of Improvements

All fixed improvements made to a leased or licensed area by a lessee or licensee will require Council's approval and be vested in Council at the expiry of the agreement, unless otherwise agreed in writing.

The removal of any fixed improvements by a lessee or licensee at the expiry or sooner determination of the lease or licence will require the approval of Council (Administration).

4.6 Compensation

Excluding commercial assignments or dealings directly between the parties, any new lessee or licensee will not be required by Council to compensate the previous lessee or licensee, nor will Council compensate a lessee or licensee at the end of its tenure term, despite an agreement not being renewed, or where an agreement is terminated early by the lessee, licensee or lessor.

4.7 Park Lands Events

The nature of the Park Lands is such that certain leased or licensed areas may at times be unavailable for use and occupation due to public or special events.

Council and event organisers will seek to foster cooperative business opportunities and aim to minimise disruption to lessees in the Park Lands wherever possible.

Where Council approves an event, events impacting leased or licensed areas should provide at least four months' notice and partner with Council to return the area to its pre-event condition following the bump-out. A lessee or licensee will not be required to pay lease or licence fees for any period during which the leased or licensed area is

unavailable for their use, including any period required for remediation and reinstatement.

When entering into leases and licenses in the Park Lands, lessees and licensees will be required to acknowledge that they release Council from any claim arising from or in connection with any public or special events or the leased or licensed area not being available for the Lessee's or Licensee's use and occupation

4.8 Vehicle Access

Lessees will be permitted to access the Park Lands via designated access points to undertake maintenance and to load and unload equipment. Motor vehicles will not be permitted to remain on the Park Lands unless they are in a designated parking area and display a Council-issued permit.

On-street parking adjacent to leased and licensed areas will be prioritised for accessible parking and loading and unloading, to improve accessibility to Park Lands facilities and minimise vehicle movements on the Park Lands.

4.9 Signage

All permanent and temporary signage will require the approval of Council (Administration).

Permanent signage must align with relevant Council guidelines and must not include or feature any third-party advertising. This includes, but is not limited to, business, company, or product names, acronyms, or logos, with the sole exception of those belonging to the lessee.

Temporary signage will comply with the South Australian Planning and Design Code (Adelaide Park Lands Zone). Temporary sponsorship signage must be oriented inward, facing the field of play.

Electronic scoreboards may only be activated during scheduled competition times.

4.10 Naming Rights

Proposals to name an area, facility or improvement that are contrary to the naming conventions of the Adelaide Park Lands will require a formal decision of Council.

4.11 Gaming Machines

Leased and licensed areas must not be used for any gambling activity, including the operation of gaming machines, or for the display, promotion or advertising of gambling.

4.12 Liquor Licence

A lessee or licensee (including sub-lessees and casual use hirers) must not sell, serve or supply to persons, or allow persons to consume alcohol on or from their facilities without first obtaining the consent of Council (Administration), subject to whatever conditions it sees fit, and all required consents from any relevant Statutory Authorities as per the *Liquor Licensing Act 1997* (SA).

4.13 Closed Circuit Television

Lessees and licensees may install CCTV systems to support community safety, provided that they can ensure any CCTV use complies with all applicable laws, regulations, and requirements, including those relating to privacy, data protection, and surveillance.

Application of this Policy

Council Administration will implement this Policy in accordance with Council decisions, relevant legislation, the Adelaide Park Lands and Leasing and Licensing Operating Guideline, and through a suite of lease and licence agreements, taking into consideration the purpose, scale, frequency of use, and levels of responsibility.

A Lease Agreement may be used for the exclusive use of facilities (e.g. buildings), with maintenance and services responsibilities detailed.

A Ground Lease may be used where the facilities (e.g. buildings) are owned by the lessee.

A Licence Agreement may be used for regular and ongoing non-exclusive use of facilities (e.g. playing fields), with maintenance and service responsibilities detailed.

Where there are exclusive and non-exclusive rights, Council will embed the licence conditions into an overarching lease agreement.

Limitations of this Policy

This Policy does not apply to:

- Activities or works on public roads through the Park Lands (pursuant to sections 221 and 222 of the *Local Government Act 1999* (SA))
- City Works Permits
- Park Lands Permits
- Hire Agreements
- Park Lands Event Licences
- Depasturing Licences granted to individuals to permit horses on Lefevre Park / Nantu Wama (Park 6)
- The lease and licence granted to the Minister for Transport and Infrastructure for Adelaide Oval – these are provided for in the *Adelaide Oval Redevelopment and Management Act 2011* (SA)
- Temporary works and compounds
- Agreements for areas of the Adelaide Park Lands that are not under the care and control of the City of Adelaide

OTHER USEFUL DOCUMENTS

Related documents

- Adelaide Park Lands Leasing and Licensing Operating Guideline (tbd)
- Adelaide Park Lands Community Buildings (Sport and Recreation) Policy (2024)
- Adelaide Park Lands Community Land Management Plan (2023)
- Adelaide Park Lands Management Strategy – Towards 2036 (2025)
- City of Adelaide Strategic Plan (2024 – 2028)

Relevant legislation

- *Adelaide Park Lands Act 2005* (SA)
- *Liquor Licensing Act 1997* (SA)
- *Local Government Act 1999* (SA)
- *Planning, Development and Infrastructure Act 2016* (SA)
- *South Australian Motor Sport Act 1984* (SA)

NOTE: The *Retail and Commercial Leases Act 1995* (SA) does not apply to the Adelaide Park Lands, pursuant to an exemption granted under section 77(1) of the Act by the Minister for Business Services and Consumers on 28 December 2011.

GLOSSARY

Throughout this document, the below terms have been used and are defined as:

Adelaide Park Lands: Those areas of the Park Lands defined by the *Adelaide Park Lands Act 2005* (SA), which have been Gazetted by Parliament and defined to be under care and control of the City of Adelaide.

Adelaide Park Lands Community Land Management Plan: A document required under the *Local Government Act 1999* (SA), that informs how community land under the care and control of the City of Adelaide will be managed in accordance with the Adelaide Park Lands Management Strategy, including the identification of leased and licensed areas.

Adelaide Park Lands Management Strategy: A document required under the *Adelaide Park Lands Act 2005* (SA), that sets the strategic framework for the overall planning and management of the Adelaide Park Lands.

Assignment of Lease: The process involving a lessee transferring their interest, rights and obligations under an existing lease agreement to a new party. An assignment requires Council's consent before execution.

Building Floor Area: The total floor area of a building across all levels.

Casual Hire: Relates to one-off or irregular use of leased or licensed areas.

Commercial Entity: An incorporated or registered business with its core activity involving the selling of goods or services for profit.

Community Garden: An area of community land cultivated collectively or in individual plots by members of the community for the purpose of growing plants, fostering community engagement, and supporting environmental sustainability.

Community Organisation: A recreation and sport club or association, or similar not-for-profit community organisation.

Council (Administration): For the purposes of this Policy, this term refers to approval or consent granted by the Council Administration under delegated authority. Where no applicable delegation exists, or where Administration otherwise considers that a matter should be determined by Council, approval or consent must be sought by a formal decision of Council.

Educational Institution: A government/non-government primary or secondary school, college or university.

Expression of Interest: A formal process where eligible organisations are invited to submit an interest in leasing or licensing an identified area of the Park Lands.

Government Agency: Any state or federal government department or its agencies, including, but not limited to, lease and licence agreements with Ministers on behalf of government schools.

Ground Lease: Involves the lessee owning the improvements during the lease term, while Council retains ownership (care and control) of the land. The improvements are usually removed by the lessee or transferred to the lessor upon lease expiration, unless agreed otherwise.

Holding Over: Involves a lessee or licensee continuing to occupy a leased or licensed area after their agreement expires, without executing a new one. It creates a short-term, periodic tenancy (often month-to-month) under the terms of the original lease or licence.

Improvements: Any fixture, fitting or structure constructed or installed on a leased or licensed area by the lessee/licensee or lessor.

Key Structural Building Elements: This includes the building substructure, floor, load-bearing posts and walls, roof, including overhangs and verandas, cladding and doors and windows.

Lease: A lease confers an exclusive contractual right on a lessee to use the land, whereby the lessee facilitates access via appropriate means (e.g., membership, sublease, and casual booking). A lease is generally provided for buildings that require a level of security of tenure.

Lessee/Licensee: An organisation that has a direct legal relationship with Council via a lease or licence agreement.

Licence: A licence confers a non-exclusive contractual right on a licensee to the first right of use of the land, but allows public access when not in use by the licensee (and any sub-licensees). A licence is generally provided for open areas such as playing fields.

Maintenance and Upkeep: This relates to all direct and indirect costs and tasks associated with maintaining leased and licensed facilities to ensure they remain fit for purpose for their intended activity.

Market Rent Valuation: Where Council seeks the services of an independent valuer to ascertain the appropriate fees to be charged to a commercial lessee or licensee based on similar market circumstances.

Nominal Fee: A nominal rent is used to make a lease or licence agreement legally valid where no real lease or licence fee is intended.

Non-commercial Organisation: For the purpose of this Policy, an educational institution, not-for-profit community organisation or government agency.

Non-commercial Organisations – Permitted Use: Activities and events that directly support or advance the primary purpose of the lessee or licensee in delivering sport, recreation, physical activity or community development. Permitted use may include, but is not limited to:

- Training and competition
- Open days, sports carnivals, sports days and 'come and try' days
- Club, association or school sport presentations and awards events
- Registration and membership days
- Fundraising activities that directly support the lessee's or licensee's sport, recreation, physical activity or community development objectives

Incidental activities undertaken solely to support the lessee's or licensee's primary purpose, such as operating a canteen, selling merchandise or conducting raffles, do not themselves constitute a commercial use.

Parliamentary Process: A formal process contained within the *Adelaide Park Lands Act 2005* (SA), that requires Council to submit a draft lease or licence agreement, with a tenure period of ten years or more, to the South Australian Parliament.

Public Toilets: For the purposes of this Policy, public toilets are toilets located within or adjoining leased premises that are externally accessible to the public, with opening and closing hours determined by Council.

Renewal Rights: A clause in a lease or licence giving rights to the lessee or licensee to extend an agreement for a further specific period, subject to following the terms of the agreement at the time of the renewal.

Signage – Permanent: Signage that is fixed or installed on a long-term basis to identify a lessee, licensee, facility, wayfinding or approved activity.

Signage – Temporary: Signage that is installed for a limited period to promote or provide information about a specific event, activity, program, competition or other approved use of the leased or licensed area.

Significant Capital Contribution: Council will determine whether a capital contribution is significant, having regard to the organisation's financial capacity, the level of community benefit expected to result from the investment, and any other relevant considerations. External grant funding obtained by a community organisation will be recognised as a capital contribution.

Subletting: Where a lessee or licensee enters into an agreement with another organisation to utilise a leased or licensed facility and must be under the same conditions as the original agreement.

Total Annual Revenue: The gross income received over a 12-month period from all operating and non-operating sources, excluding any grant funding received and related interest earned, prior to the deduction of expenses, taxes, or other costs. For a State Sporting Association, gross income will be based on total annual revenue generated within the State and will exclude revenue from national operations.

ADMINISTRATIVE

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every **four** years unless legislative or operational change occurs beforehand. The next review is required in **2030.**

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2016/ 19640	Council	January 2016	Adopted Adelaide Park Lands Leasing and Licensing Policy
ACC2026/65125	Council	9 June 2026	Draft approved for public consultation
ACC2026/123037	Council	13 October 2026	Adopted amendments following public consultation

Contact:

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