

Adelaide TreeClimb Exemption to EOI

Tuesday, 25 November 2025

Council

Strategic Alignment - Our Places



Program Contact:

Mike Philippou, Associate
Director Strategic Property &
Commercial

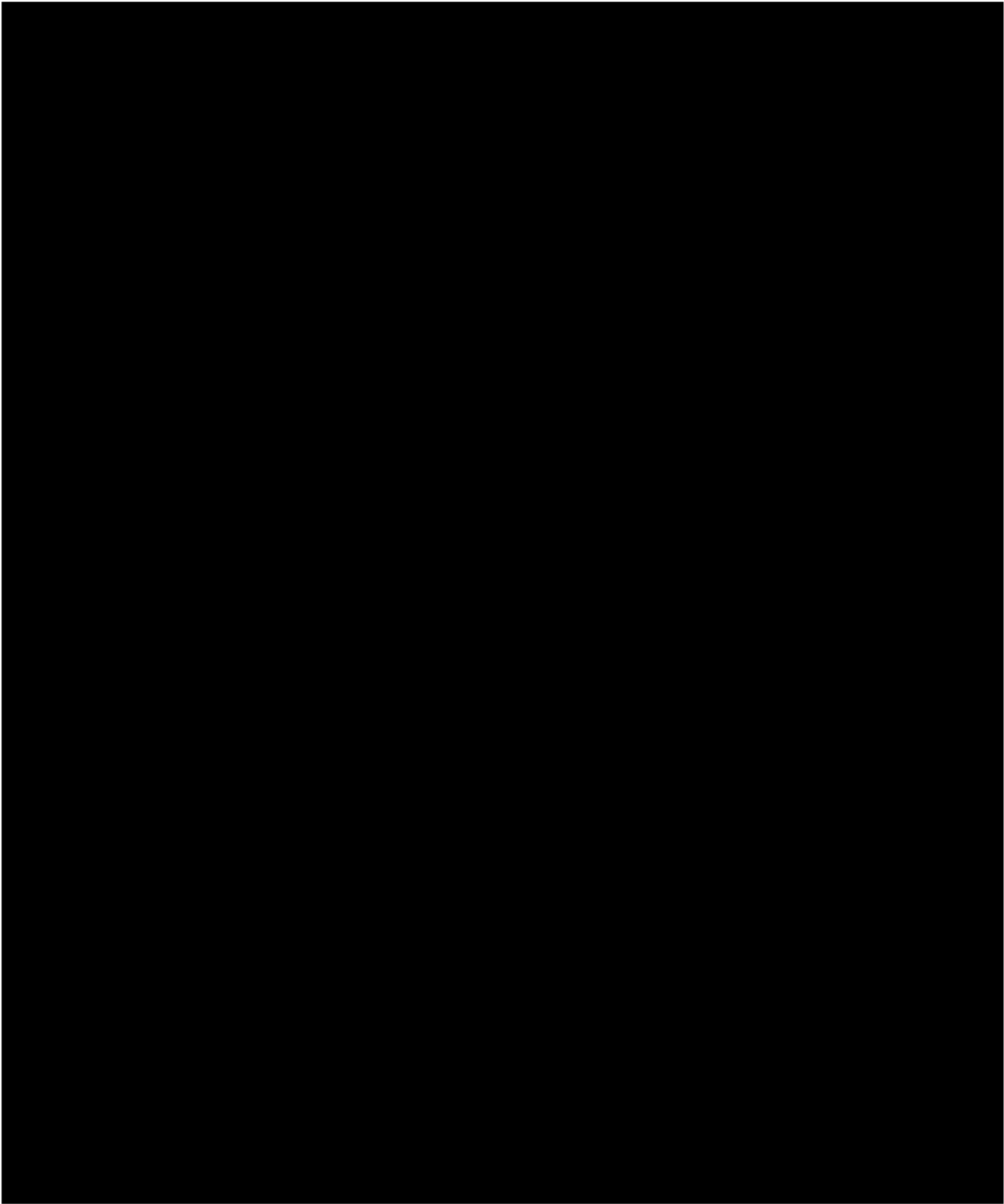
Approving Officer:

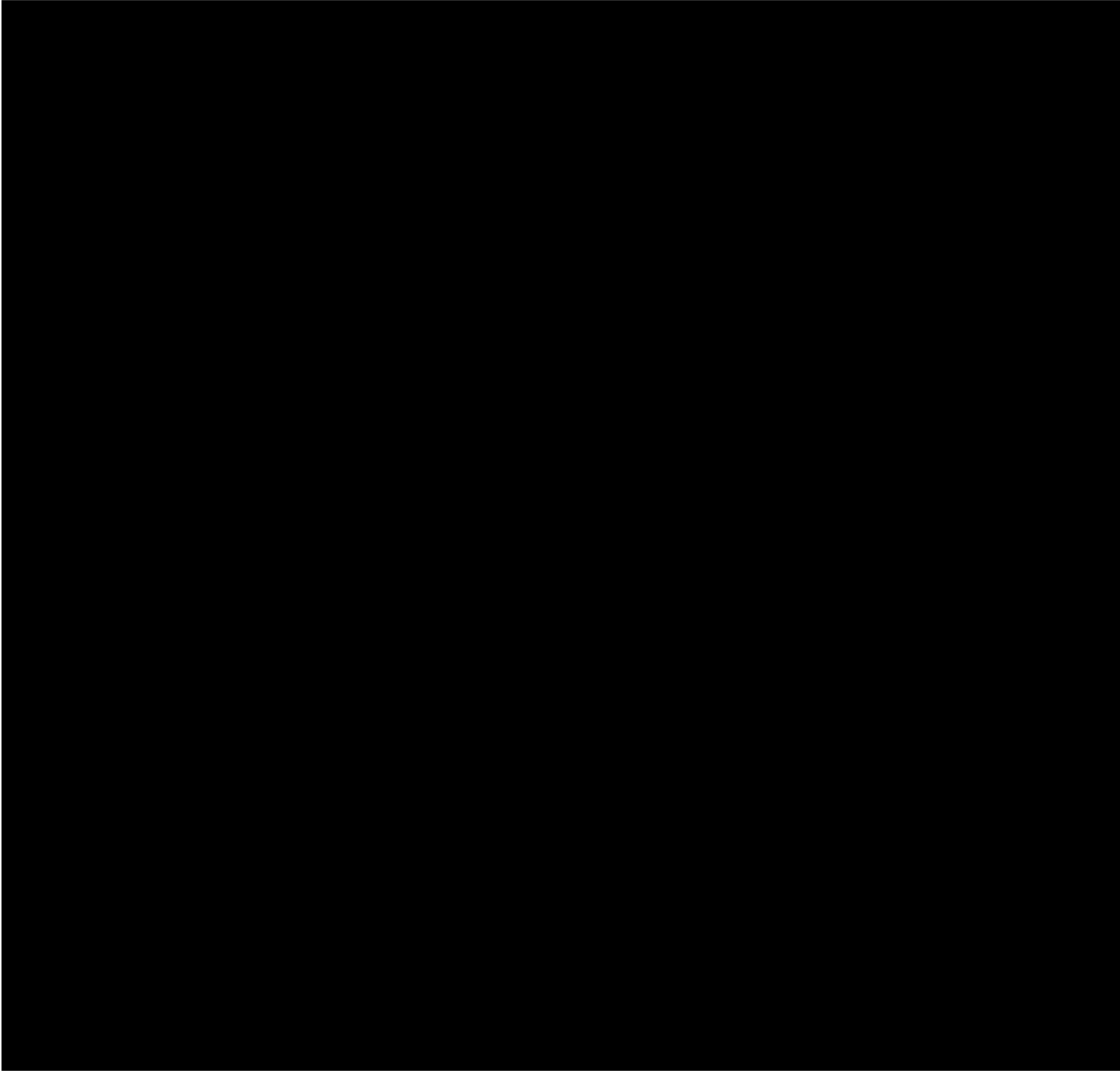
Tom McCready, Director City
Infrastructure

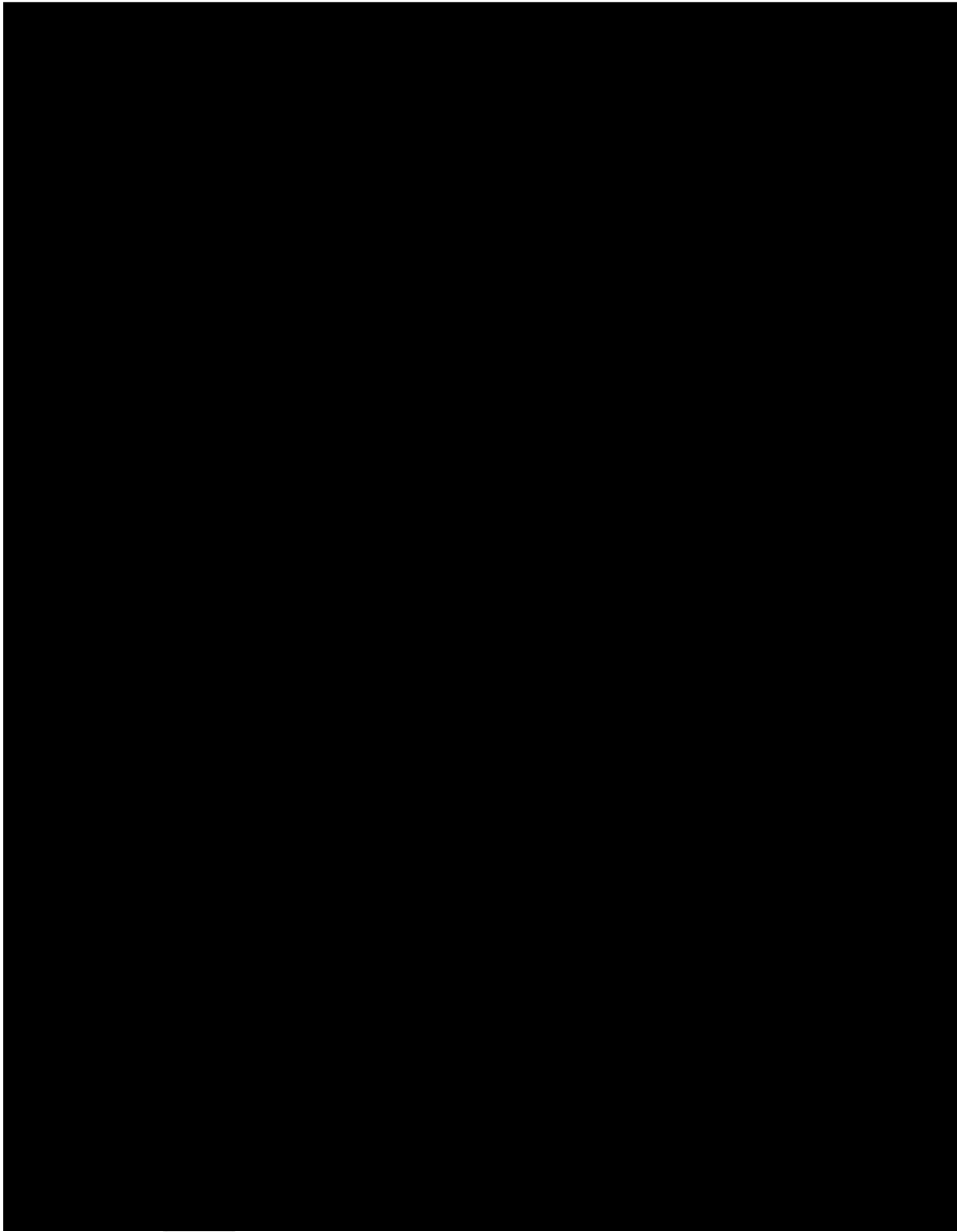
Confidential - s 90(3) (b) & (d) commercial advantage/prejudice commercial
position of council/commercial information of a confidential nature

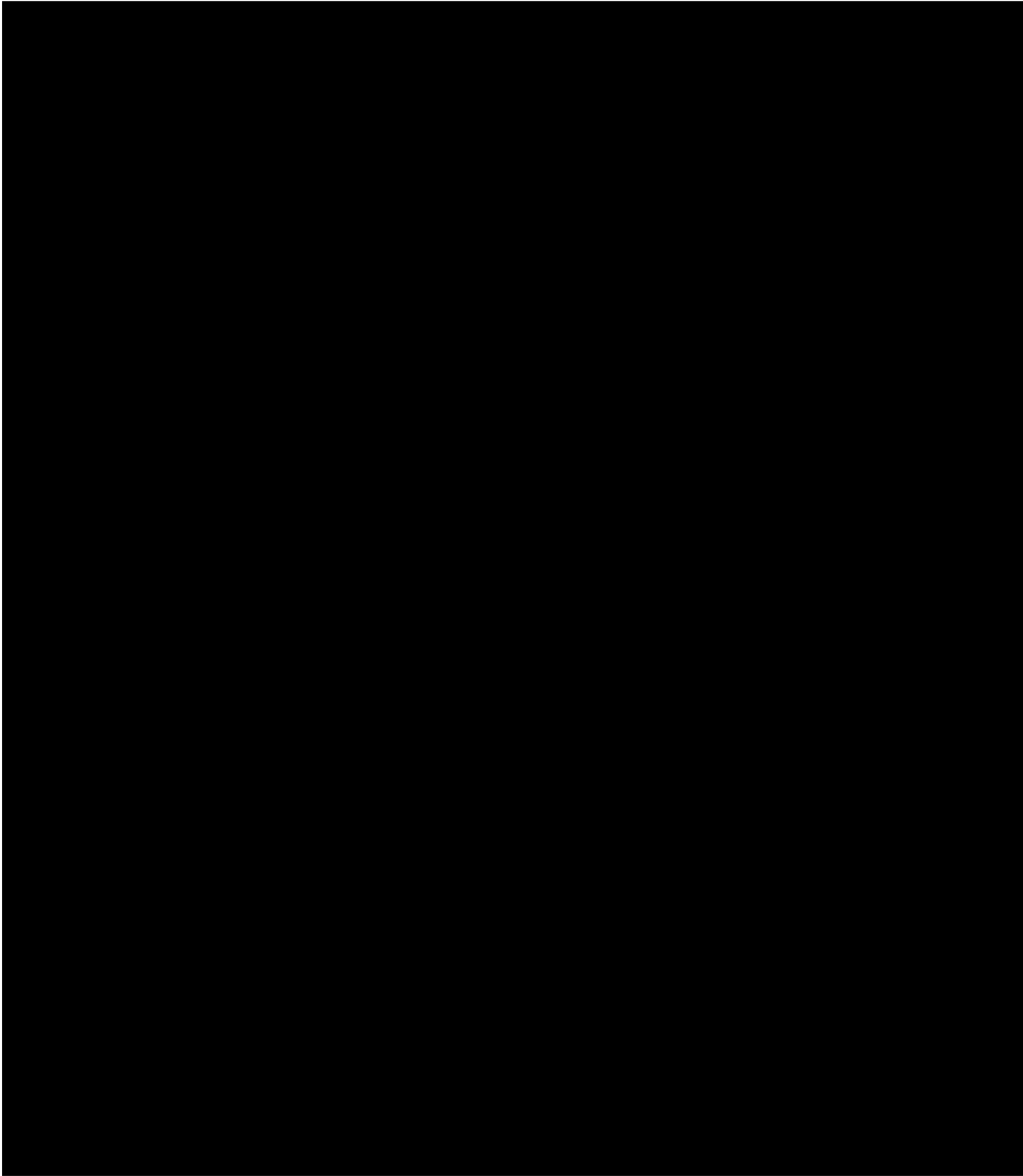
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2. Authorises the Chief Executive Officer (or delegate), to negotiate a Lease with TreeClimb SA Pty Ltd for a proposed combined term of no more than 10 years in line with the Key Lease Terms as contained within Attachment A to Item 23.2 on the Agenda for the meeting of Council held on 25 November 2025.
 3. Authorises the Administration to undertake public consultation of the Key Lease Terms in accordance with Section 202 (2) of the *Local Government Act 1999 (SA)* and Council's Community Consultation Policy as the lease term exceeds five years.
 4. Notes that the outcomes of the public consultation will be presented to Kadaltilla, the City Community Services & Culture Committee, and Council for consideration prior to finalising the Lease Agreement.
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ATTACHMENTS

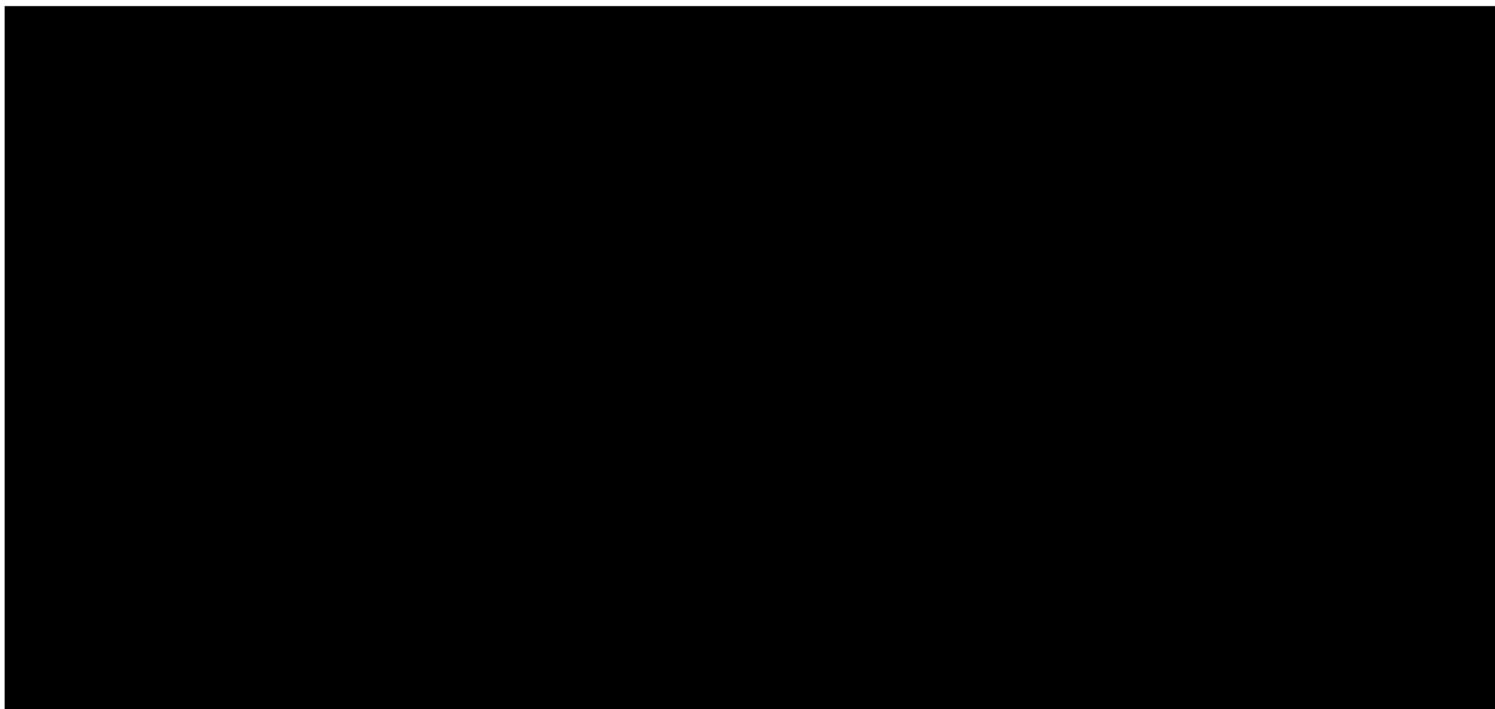
Attachment A – Key Lease Terms – Adelaide TreeClimb

- END OF REPORT -

Key Lease Terms

Adelaide TreeClimb

Category	Details
Proposed Proponent	TreeClimb SA Pty Ltd (ACN 612 016 145)
Rent	Rent to be determined in accordance with mutual negotiations with the proposed proponent and in conjunction with a market rent review
Rent Review Mechanism	Rent reviewed on each Review Date using the greater of a fixed 4% increase or CPI.
Additional Costs	Proposed Proponent must pay: <ul style="list-style-type: none"> • All rates and taxes • All outgoings relating to ownership, management, and operation of the premises • Utilities (electricity, water, gas, telephone, etc.) • Legal costs (half of preparation, all variation/extension, breach enforcement).
Special Conditions	<ul style="list-style-type: none"> • Public access to amenities during business hours and ground-level licence area access at all times unless Council consents otherwise • Biodiversity preservation obligations (no drilling through trees, annual arborist inspections, report damage) • Risk Management Plan to be prepared before commencement and updated annually • Council may relocate lessee with 3 months' notice for commercial reasons
Proposed Lease Term	Initial term: 4 years (1 Nov 2026 – 31 Oct 2030). Renewal: one right of renewal for a further 4 years (1 Nov 2030 – 31 Oct 2034).
Permitted Use	Auxiliary services to the Licence Area Permitted Use, including information centre, amenities, and small-scale provision of pre-prepared food/beverages. Licence Area use includes tree-top adventure course with suspension lines, bridges, flying foxes, and climbing obstacles.
Bank Guarantee	Equivalent to three months' rent (incl. GST), continuing and irrevocable, to be replenished if rent increases or part is drawn. Released one month after expiry if no contingent obligations remain.
Maintenance	Lessee responsible for all repairs (including structural repairs to alterations), replacement of damaged Council equipment, cleaning, graffiti removal, pest inspections, vegetation maintenance.
Works Conditions	Lessee must not alter premises without Council consent and must provide details of proposed works. Proposed proponent pays Council's costs for approvals and must refurbish premises prior to expiry.



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