



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Disclosure Log Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

Application Details	
Ref. No.	CMTEDDFOI 2026-069
Date of Application	26 March 2026
Date of Decision	20 May 2026
Processing time (in working days)	36
Fees	N/A
Decision on Access	Partial Release
Information Requested (summary)	Documents that identify the current ownership of Canberra Stadium, including which entity is responsible for the overall management and maintenance of the Stadium.
Publication Details	
Original application	<input checked="" type="checkbox"/> Published <input type="checkbox"/> N/A
Decision notice	<input checked="" type="checkbox"/> Published <input type="checkbox"/> N/A
Documents and schedule	<input checked="" type="checkbox"/> Published <input type="checkbox"/> N/A
Decision made by Ombudsman	N/A
Additional information identified by Ombudsman	N/A
Decision made by ACAT	N/A
Additional information identified by ACAT	N/A

From: [REDACTED]
To: [CMTEDD FOI](#)
Subject: Re: CMTEDDFOI 2026-069 - Freedom of Information request
Date: Tuesday, 31 March 2026 5:28:20 PM

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Thanks Chris,

I was particularly interested in the Lease, but hopefully the revised scope will pick that up. To that end, I am happy to proceed with the revised scope.

Cheers,

On Tue, Mar 31, 2026 at 1:40 PM CMTEDD FOI <CMTEDDFOI@act.gov.au> wrote:

OFFICIAL

Good afternoon [REDACTED]

Thank you for your time on the phone this afternoon.

As discussed, we are seeking to clarify the scope of your request, as the terms of the original request are currently quite broad and would capture a wide range of contractual and operational documents.

During our discussion, you advised that you are primarily interested in understanding who currently owns Canberra Stadium and which entity is responsible for the overall management and maintenance of the Stadium (for example, whether this is the ACT Government, the Australian Government, or another party). You also indicated that you are seeking information about who has the authority to make decisions regarding upgrades or major improvements to the Stadium.

Having regard to this clarification, we propose refining the scope of your request as follows:

“Documents that identify the current ownership of Canberra Stadium (Bruce), including which entity is responsible for the overall management and maintenance of the Stadium. This includes documents that set out which party has authority to make decisions regarding major works, upgrades, redevelopment, or capital improvements to the Stadium.”

This revised scope is intended to align more closely with the information you are seeking,

while enabling your request to be processed in a more efficient and timely manner.

Please let us know if you agree to this revised scope or if you would like to discuss any further adjustments.

To discuss this matter further or raise any questions, please contact the Freedom of Information Coordinator on 6207 7754 or send an email to CMTEDDFOI@act.gov.au with the subject heading **CMTEDDFOI 2026-069**.

Kind Regards,

Chris

Freedom of Information Coordinator

Phone: 02 6207 7754 | Email: CMTEDDFOI@act.gov.au

Corporate | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Level 1, 220 London Circuit, Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601 | act.gov.au

From: no-reply@act.gov.au <no-reply@act.gov.au>

Sent: Thursday, 26 March 2026 9:17 PM

To: CMTEDD FOI <CMTEDDFOI@act.gov.au>

Subject: CMTEDDFOI 2026-069 - Freedom of Information request

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

Please find online enquiry details below. Please ensure this enquiry is responded to within fourteen working days.

Your details

All fields are optional, however an email address OR full postal address must be provided for us to process your request. An email address and telephone contact number will assist us to contact you quickly if we need to discuss your request.

Title:

First Name:
Last Name:
Business/Organisation:
Address:
Suburb:
Postcode:
State/Territory:
Phone/mobile:
Email address:



Request for information

(Please provide as much detail as possible, for example subject matter and relevant dates, and also provide details of documents that you are not interested in.)

Under the Freedom of Information Act 2016 I want to access the following document/s (*required field):

Any current contracts or agreements between ACT government and any other party regarding the Canberra Stadium at Bruce Other parties include the Federal Government, Canberra Raiders, ACT Brumbies, or any other.

I do not want to access the following documents in relation to my request::

Thank you.
Freedom of Information Coordinator

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.



ACT
Government

Chief Minister, Treasury and
Economic Development

Our ref: CMTEDDDFOI 2026-069



FREEDOM OF INFORMATION REQUEST – NOTICE OF DECISION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 26 March 2026.

Specifically, you sought access to the following information:

“Any current contracts or agreements between ACT government and any other party regarding the Canberra Stadium at Bruce Other parties include the Federal Government, Canberra Raiders, ACT Brumbies, or any other.”

On 31 March 2026, you agreed to the revised scope below as the above scope was very broad.

“Documents that identify the current ownership of Canberra Stadium (Bruce), including which entity is responsible for the overall management and maintenance of the Stadium. This includes documents that set out which party has authority to make decisions regarding major works, upgrades, redevelopment, or capital improvements to the Stadium.”

Authority

I am an Information Officer appointed by the CMTEDD Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application within 30 days.

As this matter required third party consultation, the decision due date was extended by 15 working days, in accordance with section 40(2) of the Act.

Therefore, a decision is due by **3 June 2026**.

Decision on access

Searches of CMTEDD records resulted in one document identified as within the scope of your request.

I have decided to grant **partial access** to this document.

Release of documents

The information being released to you is provided at **Attachment A**.

Statement of Reasons

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below. In reaching my access decisions, I have taken the following into account:

- the Act
- the information that falls within the scope of your request
- third party views

As a decision maker, I am required to determine whether the information within scope is in the public interest to release. To make this decision, I am required to:

- assess whether the information would be contrary to public interest to disclose as per **Schedule 1** of the Act.
- perform the public interest test as set out in section 17 of the Act by balancing the factors favouring disclosure and factors favouring nondisclosure in **Schedule 2** of the Act.

There is no information within the document that is exempt under **Schedule 1** of the Act.

Public Interest Test

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and nondisclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when ‘used in a statute, the term [public interest] derives its content from “the subject matter and the scope and purpose” of the enactment in which it appears’. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Schedule 2: Factors to be considered when deciding the public interest.

Taking into consideration the information within scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the ‘public interest’.

Factors favouring disclosure (Section 2.1)

- *Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government’s accountability.*
- *Section 2.1(a)(ii) - contribute to positive and informed debate on important issues or matters of public interest.*

There has been increasing public interest in the condition of Canberra Stadium in recent months. This has been evident in local media articles and discourse in the ACT Legislative Assembly, as well as members of the community sharing a range of views on the condition of the stadium and what they would like to see happen next. The material within scope would reasonably assist the public to better understand the current arrangements of the stadium.

Clause 8 of the Sublease provides information on the party responsible for repairs and maintenance; and Clause 18 has a ‘Holding Over’ provision that extends the occupation of the stadium.

Access to the information provides some further context that could assist in public engagement and informed discussion about matters relevant to the stadium.

I am satisfied that these factors favouring disclosure carry moderate weight, noting that this is part a bigger issue. However, these factors are to be balanced against the factors favouring nondisclosure.

Factors favouring nondisclosure (Section 2.2)

- *Section 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004.*

Having reviewed the information, I consider that the protection of an individual's right to privacy, is a significant factor. Release of personal information of individuals where consent has not been provided can prejudice one's right to privacy. Release of information concerning individuals working within the ACT Public Service is generally not considered to prejudice the protection of an individual's right to privacy. However, where signature of an employee is not generally publicly available this information is redacted, as it could or would reasonably be expected to prejudice an individual's right to privacy under the *Human Rights Act 2004*.

Having applied the test outlined in section 17 of the Act and deciding that release of some information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

Charges

Processing charges are not applicable for this request because the number of pages released to you is below the charging threshold of 50.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a [disclosure log](#).

Your original access application and my decision will be published on the CMTEDD disclosure log. Your personal contact details will not be published.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is provided to you, or a longer period allowed by the Ombudsman.

We recommend using this form [Applying for an Ombudsman Review](#) to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact the CMTEDD FOI Team by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely



Emma Hotham
Information Officer
Chief Minister, Treasury and Economic Development Directorate

19 May 2026

LODGED BY:

MSJ

Mallesons Stephen Jaques

BOX NO: 7

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APPROVAL NO: 588

1248229

AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

LEASE

LAND TITLES ACT 1925



The lessor as registered proprietor of the land in Item 1 leases to the lessee the area described in Item 5. This lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT (Unit Titles only)	VOL:FOL	INSTRUMENT NO.
BRUCE	8	26		1165:36 1279: 58	

Sch 2.2(a)(ii)

2. LESSOR (FULL NAME AND ADDRESS OF LESSOR/SUBLESSOR/UNDERLESSOR)

AUSTRALIAN SPORTS COMMISSION having an office at Leverrier Crescent, Bruce in the Australian Capital Territory ("Landlord")

3. LESSEE (FULL NAME AND ADDRESS OF LESSEE/SUBLEESSEE/UNDERLESSEE, SURNAME LAST)

AUSTRALIAN CAPITAL TERRITORY a body politic established under section 7 of the Australian Capital Territory (Self Government) Act 1988 (Commonwealth) having an office at Level 5, Nara House, Allara Street, Canberra City in the Australian Capital Territory ("Tenant")

4. FORM OF TENANCY (EG: WHOLE OR DESCRIPTION OF SUBJECT AREA)

JOINT TENANTS/TENANTS IN COMMON IN....

5. AREA BEING LEASED

The area indicated as "Bruce Stadium" on subleasing plan no. 2986 ("Stadium")

6. TERM OF LEASE

Sch 2.2(a)(ii)

TERM IN YEARS: 24 1/2 years COMMENCING: 1 January 2001 ("Commencement Date")
 TERMINATING: 31 December 2024 ("Expiry Date") YEARLY RENT: Five cents per annum (subject to clause 2)

- THE COVENANTS IMPLIED AT SECTION 119 AND 120 OF THE LAND TITLES ACT 1925 HEREBY NEGATED (DELETE IF INAPPLICABLE)
- THE PROVISIONS SET FORTH IN MEMORANDUM OF PROVISIONS NO- FILED IN THE OFFICE OF THE REGISTRAR GENERAL ARE DEEMED TO BE INCORPORATED HEREIN / AS MODIFIED BY ANNEXURE HERETO (DELETE IF INAPPLICABLE)
- THE COVENANTS AND CONDITIONS SET OUT IN THE ANNEXURE HERETO ARE DEEMED TO BE INCORPORATED HEREIN (DELETE IF INAPPLICABLE)

7. CONSENTING PARTY / PARTIES

I / WE CONSENT HERETO:

SIGNATURES

8. DATE

23.5.01

9. EXECUTION

SIGNED IN MY PRESENCE BY THE LESSOR:

See attached

SIGNATURE OF LESSOR.

FULL NAME AND SIGNATURE OF WITNESS

SIGNED IN MY PRESENCE BY THE LESSEE:

See attached

SIGNATURE OF LESSEE.

FULL NAME AND SIGNATURE OF WITNESS

OFFICE USE ONLY

Time Out:
Date Out:
Initials:

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
1279:58		Sch 2.2(a)(ii)

ACT REVENUE OFFICE

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE: 15 MAR 2002 ACT STAMP DUTY EXEMPT

Assessed Value

Exempt
for Lease-Non Residential
00606701 00001 14/08/01

LESSOR'S EXECUTION

SIGNED by)
)
as authorised representative for)
AUSTRALIAN SPORTS)
COMMISSION in the presence of:)
Sch 2.2(a)(ii))
.....)
Signature of witness)
Sch 2.2(a)(ii))
Name of witness (block letters))
Sch 2.2(a)(ii))
Address of witness)
.....)
PUBLIC SERVANT)
Occupation of witness)

Sch 2.2(a)(ii)

By executing this lease the signatory warrants that the signatory is duly authorised to execute this lease on behalf of **AUSTRALIAN SPORTS COMMISSION**

LESSEE'S EXECUTION

SIGNED SEALED AND DELIVERED)
on behalf of the **AUSTRALIAN**)
CAPITAL TERRITORY by its)
authorised officer in the presence of:)
)
Sch 2.2(a)(ii))
.....)
Signature of witness)
LEANNE POWER)
Name of witness (block letters))
1 CONSTITUTION AVE)
Address of witness CANBERRA ACT)
2601)
PUBLIC SERVANT)
Occupation of witness)

ROBERT HENRY TONKIN

Sch 2.2(a)(ii)

By executing this lease the signatory warrants that the signatory is duly authorised to execute this lease on behalf of **AUSTRALIAN CAPITAL TERRITORY**

**THIS IS THE ANNEXURE REFERRED TO IN THE LEASE FROM AUSTRALIAN
SPORTS COMMISSION TO AUSTRALIAN CAPITAL TERRITORY CONSISTING OF**

23 PAGES DATED *23 May*

2001

Land Titles Act

1. The covenants, powers and provisions implied in every memorandum of sublease by virtue of the Land Titles Act 1925 and any amendment of it are expressly declared to be negated or modified so far only as they are inconsistent with the terms and provisions of this lease.

Rent

2.
 - 2.1 The Tenant must pay to the Landlord until 31 December 2009 rent at the rate of 5¢ per annum if and when demanded payable within one month of the date of any demand made by the Landlord and served on the Tenant.
 - 2.2 From 1 January 2010 the Tenant must pay the rent by equal quarterly instalments in arrears on the last day of March, June, September and December. If an instalment is for a period of less than a quarter, then that instalment is that proportion of 1/4th of the rent which the number of the days in the period bears to the number of days in the quarter from a day in which that period begins.
 - 2.3 Any rent or other moneys payable by the Tenant to the Landlord under this lease shall be paid to such persons as may be authorised by the Landlord for that purpose at Canberra in the Australian Capital Territory without any deduction whatsoever.
 - 2.4 The rent from and including each Market Review Date increases to the rent determined as follows.
 - 2.5 Either party may notify the other not earlier than 12 months and not later than 3 months before a Market Review Date of the rent that it considers to be the current market rent for the Stadium at the relevant Market Review Date ("**Rent Notice**").
 - 2.6 A Rent Notice is effective whenever it is served.
 - 2.7 Unless within 28 days after the date on which either party gives a Rent Notice to the other, the party who receives the notice gives to the other a notice in writing disputing that assessment ("**Dispute Notice**") , then the rent is as set out in the Rent Notice from the relevant Market Review

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Date.

- 2.8 If a Dispute Notice is served it is the intention of the parties that they will seek to negotiate an agreed rent and a period of 14 days from the service of the Dispute Notice is allowed for that purpose before the following provisions of this clause take effect.
- 2.9 If there is a dispute about rent and the parties have been unable to resolve that dispute notwithstanding the intention expressed in clause 2.8, they must after 14 days and within 28 days of service of the Dispute Notice each appoint a Valuer to resolve between them the current market rent of the Stadium as at the relevant Market Review Date.
- 2.10 If the two Valuers are unable to agree the current market rent of the Stadium within 28 days of the appointment of the latter of them, the Landlord must request the Institute to appoint a third Valuer to determine the current market rent of the Stadium as at the relevant Market Review Date having regard to the matters referred to in clause 2.13 and the opinions of the Valuers appointed by the parties. The determination of the third Valuer will be final and binding.
- 2.11 The third Valuer must agree as a condition of his appointment that his determination is to be available within 21 days of his appointment.
- 2.12 In making a determination each Valuer is to act as an expert and not as an arbitrator.
- 2.13 Each Valuer must be instructed to decide on the current market rent for the Stadium at the relevant Market Review Date and in so doing:
- (a) to have regard to the terms of this lease excluding the rent then applicable;
 - (b) to assume the parties have complied with all the terms in this lease;
 - (c) to assume that the Landlord is a willing but not anxious landlord and the Tenant is a willing but not anxious tenant; and
 - (d) to have regard to the rental value of similar premises leased at their highest and best

use.

- 2.14 Each party must pay the costs of a Valuer appointed by that party.
- 2.15 The cost of a determination by a third Valuer must be paid by the parties equally and if either fails to pay its share of the cost immediately then the other may pay the total cost of the determination and recover the other's share as a liquidated amount.
- 2.16 An increase in the rent resulting from an agreement or determination under this clause will take effect from the relevant Market Review Date.
- 2.17 Until the rent is agreed or determined under this clause, the Tenant must pay the rent applicable immediately before the relevant Market Review Date by equal monthly instalments, on account of the rent from the relevant Market Review Date.
- 2.18 From the first day that rent is due after the rent is agreed or determined under this clause, the Tenant must pay the Landlord the difference between what the Tenant has paid on account of rent and the rent for the period from and including the relevant Market Review Date to and excluding that date.

Purpose

- 3. 3.1 The Tenant must use the Stadium only for the purposes permitted under the Crown Lease and must comply with the terms of the Crown Lease.
- 3.2 The Landlord grants to the Tenant the right for the Tenant and all persons authorised by it to have access over such parts of the Land as are:
 - (a) reasonably necessary to gain access to the Stadium; and
 - (b) approved by the Landlord (such approval not to be unreasonably withheld).

Assignment

- 4. 4.1 The Tenant may not assign its rights under this lease, sublet or part with possession of the Stadium or any part of it without the previous consent in writing of the Landlord. That consent will not be unreasonably withheld if:
 - (a) the Tenant satisfies the Landlord that the proposed assignee, sublessee or licensee is

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respectable and financially sound and has the ability to carry out the Tenant's obligations under this lease; and

- (b) (if required by the Landlord) the proposed assignee, sublessee or licensee signs an agreement relating to the assignment, sublease or licence in a form reasonably required by the Landlord; and
- (c) any proposed assignee provides any guarantee or a guarantee and indemnity reasonably required by the Landlord; and
- (d) the Tenant pays the Landlord's reasonable costs (including legal costs) of and incidental to the approval.

4.2 Clause 4.1 does not apply to an assignment of the lease, or a subletting of the whole Stadium, to a body which is wholly owned or Controlled by the Australian Capital Territory or which is a statutory authority of the Australian Capital Territory if reasonable notice of any proposed assignment is first given to the Landlord and any guarantee or guarantee and indemnity reasonably required by the Landlord is provided.

4.3 If:

- (a) there has been an assignment of this lease, or a subletting of the whole Stadium, to a body referred to in clause 4.2; and
- (b) that body ceases to be wholly owned or controlled by the Australian Capital Territory or no longer remains a statutory authority of the Australian Capital Territory (as the case may be) ("**Change of Control**"),

then

- (c) in the case of an assignment of this lease to a body referred to in clause 4.2, the Tenant must cause the assignee to transfer this lease back to the Tenant; or
- (d) in the case of a subletting of the whole Stadium, the Australian Capital Territory

must terminate the sublease,

within 30 days after the Change of Control unless the Tenant is able to satisfy the Landlord within that time in accordance with clause 4.1(a) and the Tenant ensures compliance with clause 4.1(b) to (d).

4.4 If:

- (a) the tenant under this lease is at any time a company which is neither listed, nor wholly owned by a company which is listed, on the Australian Stock Exchange; and
- (b) there is a proposed change in the shareholding in that company so that a different person or group of persons will Control or be capable of Controlling that company,

then that tenant may not make that change unless it obtains the Landlord's approval and complies with clause 4.1 as if the person or group of persons acquiring Control or the capacity to Control were the proposed assignee.

Charges

- 5. The Tenant must pay promptly all amounts payable concerning or attributable to the Stadium including charges for electricity, gas and any other form of energy consumed in respect of the Stadium and all amounts payable in respect of water, sewerage, clearance of trade waste, rates, land tax and any other charges of a periodical nature.

Access for Landlord

- 6. The Landlord has the right for itself and for persons that it authorises and if necessary with materials and equipment to enter the Stadium at reasonable times on providing prior reasonable notice (or without any notice in the case of an emergency):
 - (a) to view the state of repair and condition of the Stadium in compliance with the Tenant's obligations under this lease; and
 - (b) for the purpose of maintaining or repairing any Services where the Landlord elects to do so provided the Landlord makes good any damage caused to the Stadium by its actions and does not (except in the case of an emergency) unreasonably interfere with the Tenant's use of the Stadium in

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Services

- accordance with this lease.
7. 7.1 The Landlord reserves the right to pass Services through the Stadium provided:
- (a) the Landlord makes good any damage caused to the Stadium by the Services attributable to the negligence of the Landlord; and
 - (b) the Services do not unreasonably interfere with the Tenant's use of the Stadium in accordance with this lease.
- 7.2 The Tenant may not do anything or permit others to do anything which may interfere with Services or obstruct access to Services.

Repairs and Maintenance

8. 8.1 The Tenant must keep the Stadium in a safe and useable condition and yield the Stadium up at the end of the lease in that condition.
- 8.2 The Tenant's obligation in this clause 8 extends to matters of a structural or capital nature and the Landlord has no obligation whatsoever to maintain or repair the Stadium nor keep it safe nor in a useable condition.
- 8.3 Without limiting clauses 8.1 and 8.2 the Tenant must at the Tenant's cost:
- (a) (but without prejudice to any other right of the Landlord) within a reasonable time make good any damage to the Stadium;
 - (b) keep any of the plant and equipment, mechanical or otherwise, located within and exclusively servicing the Stadium maintained serviced and in good repair;
 - (c) keep and maintain the waste pipes drains and conduits contained in or about the Stadium in a clean clear and free flowing condition;
 - (d) maintain the flora and landscaping and areas in the Stadium in good order and condition and replace any trees or plants that may be damaged or destroyed with others of a similar kind;

- >
- (e) carry out any repairs (even of a structural or capital nature or otherwise) which may be required to any part of the Stadium occasioned by damage caused as a consequence of any act or omission of the Tenant or the Tenant's Agents or as a consequence of works carried out or installations made upon the Stadium or the use to which the Stadium is being put;
 - (f) at all times during the term maintain the fire and safety systems in and about the Stadium in good working order and condition and ensure they comply with the respective standards and testing procedures:
 - (i) where not mandatory or legally required, adopted by the Standards Association of Australia at the date of this lease; or
 - (ii) where mandatory or legally required, applicable from time to time; and
 - (g) repair and maintain any perimeter fencing to the Land:
 - (i) to ensure that the structural integrity of the fence is maintained and the fence remains safe and in good condition; and
 - (ii) as required by any Authority.

8.4 Within the period commencing 12 months, and ending 6 months, before the end of this lease the parties must endeavour to agree on the extent of the Tenant's obligation to repair, maintain and yield up the Stadium at the end of this lease in accordance with its obligations under this lease.

8.5 The agreement reached under clause 8.4 will be conclusive and binding on the parties.

Alterations

9. The Tenant may not make any structural changes which would alter the inherent, design, scope or nature of the Stadium or any part of it without the previous consent in

writing of the Landlord which consent will not be unreasonably withheld.

Landlord may rectify

10. After the happening of an event of default as determined in accordance with clause 17.2, the Landlord may at the cost of the Tenant do anything which the Tenant should have done but which it has not done or which the Landlord reasonably considers has not been done properly. The Landlord may not exercise its rights under this clause 10 for so long as the Australian Capital Territory is the tenant.

Indemnities and Releases

- 11 11.1 The Tenant occupies the Stadium at its sole risk and releases the Landlord from all liability in respect of;
- (a) the Stadium not being in a suitable state of repair or condition;
 - (b) any service to the Stadium provided by an Authority not being available, or being interrupted;
 - (c) loss or damage to the Stadium or Tenant's Property or the property of Tenant's Agents or other person; and
 - (d) injury to or death of any person, in the Stadium or arising out of any accident or injury suffered by any person while in the Stadium or entering or leaving it or while going to or from parking or commuter facilities being used by the Tenant,

except where (and then only to the extent) due to the negligence of the Landlord.

- 11.2 The Tenant indemnifies the Landlord from all claims, demands, actions, suits, losses, liabilities damages and costs in connection with;
- (a) loss of or damage to the Stadium or to any property or injury to or the death of any person while in the Stadium or entering or leaving it or going to and from parking or commuter facilities being used by the Tenant or while on those facilities;
 - (b) injury or damage to goods of any person where those goods are in the Stadium or are being moved between the Stadium and parking or commuter facilities used by the

Tenant or while on or about those facilities;

- (c) the negligent or careless use of the Stadium by the Tenant or the Tenant's Agents;
- (d) any defect in the Stadium; and
- (e) the Tenant's failure to comply with any obligation under this lease,

except where (and then only to the extent) due to the negligence of the Landlord.

Insurance

- 12 12.1 The Landlord must maintain during the term of this lease insurance (in the joint names of the Landlord and the Tenant) in respect of the Stadium against destruction and damage for the cost of replacement and reinstatement of the Stadium.
- 12.2 The Tenant must maintain during the term of this lease insurance (in the joint names of the Landlord and the Tenant) in respect of:
 - (a) public liability for loss or damage to any person or property arising out of the use of the Stadium or the Tenant's Property or both for at least \$10 million for each separate claim or any other amount reasonably determined by the Landlord; and
 - (b) the Tenant's Property for the cost of replacement and reinstatement of the Tenant's Property; and
 - (c) damage to all glass for the cost of replacement.
- 12.3 The Tenant must promptly advise the Landlord in writing of the Designated Property.
- 12.4 The following parties are responsible for the excesses payable under the respective Insurances:
 - (a) the Landlord - the insurance under clause 12.1;
 - (b) the Tenant - the insurances under

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clause 12.2.

12.5 The Insurances must each:

- (a) be taken out with a reputable insurer;
and
- (b) contain a provision:
 - (i) in the case of the insurance under clause 12.1 - under which the insurer waives its rights of subrogation against the Tenant;
and
 - (ii) in the case of the insurance under clause 12.2 - under which the insurer waives its rights of subrogation against the Landlord.

12.6 Each party must:

- (a) make all payments necessary to keep the Insurances in force, at least 14 days prior to the due date for payment or such earlier date as may be necessary to ensure continuation of the cover; and
- (b) give to the other party copies of the policies, certificates of currency, receipts for premiums and all other documents relating to the Insurances that each party must maintain as may be reasonably required by each party, but not more than once during each year of the term of this lease.

12.7 Each party covenants with the other:

- (a) to give notice to the other, and to the insurer, of any happening that might affect cover under the Insurances;
- (b) not to do anything that could:
 - (i) cause the Insurances to become void or voidable; or
 - (ii) increase the premiums payable under each policy except upon paying that increase and obtaining the consent of the other

party;

- (c) to promptly claim and obtain payment of any insurance money which is payable under the Insurances;
- (d) if either causes the payment of that insurance money to be irrecoverable, to indemnify the other for any loss or damage suffered as a consequence; and
- (e) to apply any insurance money received by it in making good the loss or damage in respect of which that money is received.

12.8 The Tenant indemnifies the Landlord against the costs of all reasonable additional premiums payable by the Landlord in respect of the Insurances which the Lessor must maintain under this lease as a result of:

- (a) the Lessee being named as a co-insured under the Insurances;
- (b) a waiver by the insurer of its rights of subrogation against the Tenant;
- (c) claims made against the Insurances in respect of loss or damage caused by the Tenant;
- (d) the fact that the Tenant is the tenant of the Stadium; and
- (e) any particular use for which the Tenant uses the Stadium other than the use permitted under this lease.

12.9 The Landlord indemnifies the Tenant against the cost of all reasonable additional premiums payable by the Tenant in respect of the Insurances which the Tenant must maintain under this lease as a result of:

- (a) the Landlord being named as a co-insured under the Insurances; and
- (b) claims made against the Insurances in respect of loss or damage caused by the Landlord.

12.10 Subject to the terms of this clause 12, if, during

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the term of this lease:

- (a) the Stadium is damaged or destroyed;
and
- (b) it is not the case that the payment of insurance moneys under an insurance policy (the terms of which have been made known to the Tenant) is refused in whole or in part by reason of any act or omission of the Tenant,

the Landlord must promptly do everything reasonably necessary to:

- (c) claim and obtain payment of any insurance moneys to which it is entitled in respect of such damage or destruction;
- (d) obtain any permissions or other permits and consents that may be required by law to enable the Landlord to rebuild and reinstate the Stadium; and
- (e) (except where the lease is terminated under clause 16) as soon as possible spend and lay out all moneys received in respect of such insurance (except sums in respect of loss of rent) in rebuilding and reinstating the Stadium so destroyed or damaged.

12.11 Subject to clause 12.10 the Landlord must apply any insurance moneys received under a claim against the insurer towards rectification of the damage sustained or satisfaction of damages claimed as the case may be. For the purposes of sections 173 and 174 of the *Land (Planning and Environment) Act 1991*, any insurance moneys which are applied in rebuilding and reinstating the Stadium will be deemed to have been expended by the Australian Capital Territory.

12.12 Subject to the terms of this clause 12, if, during the term of this lease:

- (a) the Tenant's Property is damaged or destroyed; or
- (b) any claim is made against either the Landlord or the Tenant in respect of damage, loss, injury or death to any

person or property (excluding the Stadium); and

- (c) it is not the case that the payment of the insurance monies under an insurance policy (the terms of which have been made known to the Landlord) is refused in whole or in part by reason of any act or omission of the Landlord,

the Tenant must promptly do everything reasonably necessary to:

- (d) claim and obtain payment of any insurance monies to which it is entitled in respect of such matters;
- (e) (subject to the other terms of this lease) obtain any permissions or other permits and consents that may be required by law to enable the Tenant to rebuild and reinstate the Tenant's Property (where applicable); and
- (f) (subject to the other terms of this lease and except where this lease is terminated under clause 16) as soon as possible spend and layout all monies received in respect of such insurance in rebuilding and reinstating the Tenant's Property so destroyed or damaged (where applicable).

12.13 Subject to clause 12.12, the Tenant must apply any insurance monies received under a claim against the insurer towards rectification of the loss, claims, damage, injury or death sustained or satisfaction of damages claimed as the case may be.

12.14 For the purposes of this clause 12:

Designated Property means those items identified by the Tenant in writing to the Landlord as designated property.

Insurances means the insurances required to be maintained under clauses 12.1 and 12.2.

Stadium means the Stadium but excluding the Tenant's Property.

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Tenant's Property means any plant, equipment, fixtures and fittings and other property not owned by the Landlord including the Designated Property.

12.15 The parties acknowledge that for the purposes of this clause 12, references to **Insurance, insurance** or **insurer**:

- (a) as long as the Tenant is the Australian Capital Territory, may apply to the insurance or indemnity scheme or arrangement put in place generally through the relevant body by the Australian Capital Territory; or
- (b) as long as the Licensor is the Australian Sports Commission or its substitute or replacement body (**ASC**), may apply to the insurance or indemnity scheme or arrangement put in place generally through the relevant body by the ASC or the Commonwealth of Australia for the ASC.

No warranty as to use

13. The Landlord gives no warranty as to the use to which the Stadium may be put and the Tenant must satisfy itself and is taken to have accepted this lease with full knowledge of and subject to any prohibitions or restrictions on the use as a result of any Laws or Requirements. Should the Tenant's business be permissible only with the consent or approval of any Authority as a result of any Laws or Requirements, the Tenant must obtain that consent or approval at its own cost.

Comply with Requirements of Authorities etc

14. 14.1 The Tenant must comply with and observe at its cost all Laws and Requirements as if it were a natural person in relation to or affecting:

- (a) the Stadium; or
- (b) the use or occupation of the Stadium including such as arise as a result of the sex, number or physical capacity or condition of persons in the Stadium,

and also including any structural alteration or additions required pursuant to such Laws and Requirements and whether or not any such Laws or Requirements are addressed to or required to be effected by the Landlord, the Tenant or both

or any other person. Where any such Laws or Requirements are notified to or served upon the Tenant, the Tenant will promptly provide a copy to the Landlord.

14.2 In carrying out its obligations under clause 14.1:

- (a) where the obligation does not concern a mandatory or legal requirement, then the Tenant need only comply with such an obligation to the extent that it existed as at the date of this lease; or
- (b) where the obligation is mandatory or legally required, then the Tenant must comply with such an obligation as applicable from time to time.

Quiet enjoyment

15 The Tenant, if it performs and observes the obligations undertaken by it, may peaceably possess and enjoy the Stadium for the term granted without any interruption or disturbance from the Landlord or any person lawfully claiming, through or under it.

Destruction or damage

16 16.1 If the Stadium or any part is destroyed or damaged by fire, storm, tempest, lightning, flood, earthquake or other disaster, then:

- (a) in the case of substantial destruction or damage, the Tenant may by written notice to the Landlord within 3 months of the destruction or damage, terminate this lease; or
- (b) in the case of less than substantial destruction or damage, the Tenant may by written notice to the Landlord within 6 months of the destruction or damage, terminate this lease.

16.2 If the Stadium or any part is destroyed or damaged and the Tenant does not terminate this lease in accordance with clause 16.1 then:

- (a) in the case of substantial destruction or damage, the Landlord will at its cost reinstate the Stadium in accordance with the design of the Stadium at the time immediately before the destruction or damage, or with the consent of the Tenant (whose consent cannot be unreasonably withheld or delayed), in accordance with a different design; or
- (b) in the case of less than substantial destruction or damage, the Landlord

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will:

- (a) at its cost reinstate the Stadium to a degree determined by the Landlord (but in doing so the Landlord must as a minimum undertake works to the value of any insurance moneys received in accordance with clause 12.10(e)); and
- (b) (if applicable) ensure that the part of the Stadium not reinstated is at the time of completion of the necessary works, safely secured from public access and otherwise complies in that state at that time with all Laws and Requirements.

16.3 Promptly after completion of any reinstatement work the Landlord will determine which part of the works which will not be regarded as the Tenant's Property.

16.4 If the Tenant or the Tenant's Agents have contributed to a material degree to the destruction or damage then the Tenant may not exercise any right to terminate this lease.

16.5 During the period from the destruction or damage until completion of the reinstatement of the improvements, a proportion of the rent payable by the Tenant will be suspended having regard to the extent that the Stadium is unfit for use by the Tenant.

16.6 If:

- (a) clause 16.2(b) applies; and
- (b) after completion of any reinstatement of the improvements there is more than a minor change in the degree of commercial advantage available in the Tenant's use of the Stadium compared to the use immediately before the destruction or damage,

then the rent payable by the Tenant from that time will be varied having regard to the extent of the variation in the degree of commercial

advantage available to the Tenant.

16.7 For the purposes of this clause 16, **Stadium** has the same meaning as in clause 12.

Default

17 17.1 Notwithstanding any Laws, the Landlord may terminate this lease by giving the Tenant notice or by re-entry after an event of default happens provided the Tenant has not rectified the breach within 30 days of receiving a further written notice from the Landlord.

17.2 An event of default happens if:

(a) the Tenant commits a breach of any of the following obligations and has not rectified that breach within 30 days of receiving a written notice from the Landlord requiring it to do so:

(i) the obligation to pay any money due under this lease;

(ii) clause 3;

(iii) clause 9; or

(b) the Tenant breaches any other provision of this lease and has not rectified the breach within 60 days of receiving a written notice from the Landlord requiring it to do so.

17.3 If this lease is terminated under clause 17.1:

(a) the Tenant indemnifies the Landlord against any liability or loss arising from and all costs incurred (whether before or after termination of this lease) in connection with the Tenant's breach of this lease and its termination including the Landlord's loss of the benefit of the Tenant performing its obligations under this lease from the date of that termination until the Expiry Date; and

(b) the Landlord must take reasonable steps to mitigate its loss.

Holding over

18. If the Tenant continues to occupy the Stadium after the Expiry Date with the consent of the Landlord it will do so as tenant from month to month only on the same

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terms and conditions and subject to the same covenants as this lease. The tenancy may be terminated by either party by one month's notice in writing to the other.

Removal of Lessee's Property

19. 19.1 On the Expiry Date or termination of this lease, whichever is earlier, the Tenant may remove all the Tenant's Property from the Stadium.
- 19.2 If the Tenant does any damage to the Stadium in removing the Tenant's Property, it must:
- (a) repair the damage promptly; and
 - (b) continue to pay rent and all other amounts under this lease until the damage is repaired.
- 19.3 If the Tenant leaves any of the Tenant's Property in the Stadium after the Expiry Date or termination of this lease then the Tenant is taken to have abandoned the Tenant's Property which remains in the Stadium.

Rights of Pre-emption

20. 20.1 If during the Term the Landlord desires to sell the Land or the Stadium, it must prior to entering into a contract or agreement for the disposal of the Land or the Stadium, other than in relation to a publicly advertised auction of the Land or the Stadium, notify the Tenant in writing of the terms and conditions of the proposed transaction.
- 20.2 The Tenant may within a period of 60 days after receipt of a notification from the Landlord under clause 20.1, advise the Landlord in writing that the Tenant or the Tenant's nominee will purchase the Land or the Stadium (whichever is applicable) on the terms and conditions set out in the Landlord's notice under clause 20.1.
- 20.3 Upon the Tenant giving advice under clause 20.2, the Landlord must sell and the Tenant (or its nominee) must buy the Land or the Stadium (as the case may be) on the terms set out in the Landlord's notice under clause 20.1.
- 20.4 If the Tenant does not exercise its rights under clause 20.2 within 60 days of receiving the Landlord's notice under clause 20.1, the Landlord is free to sell the Land or the Stadium (as the case may be) at a price not less than the

price notified to the Tenant and on terms materially the same as those specified in the Landlord's notice under clause 20.1.

20.5 If the Landlord desires to sell the Land or the Stadium (as the case may be) for a price less than the price notified to the Tenant under clause 20.1 or on terms materially different, it must not do so unless and until it has first given notice to the Tenant specifying the lower price or those other terms, and the provisions of this clause 20 will again apply in relation to that notice as if it were a notice under clause 20.1 except that relevant periods for the purposes of clauses 20.2 and 20.4 will be 30 days.

20.6 Time is of the essence in respect of any notice period referred to in this clause.

20.7 This clause does not apply to any sale of the Land or the Stadium to a related body corporate (as defined in section 50 of the Corporations Law) of the Landlord.

Costs

- 21. In relation to this lease and any document or matter connected with it, the Tenant must pay:
 - (a) promptly for everything it must do or does, whether or not in the latter case it is obliged to do that thing;
 - (b) promptly any stamp duty and registration fees; and
 - (c) on demand, the Landlord's reasonable costs including those for preparing executing stamping and registering, obtaining any consents of the Landlord in relation to, and exercising rights in enforcing, this lease.

Notices

- 22. Any notice, consent, approval or other communication to be given or served by the Tenant or by the Landlord on or to the other under this lease will be properly given or served if made in writing and delivered by hand to:
 - (a) in the case of the Landlord to:
 - Director, Corporate Services
 - Australian Sports Commission

 - Australian Institute of Sport

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Leverrier Crescent

Bruce, ACT 2617

or a person authorised to accept service on the Director's behalf.

(b) in the case of the Tenant to:

Chief Executive
Chief Minister's Department

Australian Capital Territory
Level 5 Nara House
Allara Street
Canberra City ACT 2601

Interest

23. Except where the lessee under this lease is the Australian Capital Territory, if the Tenant does not pay any amount payable by it under this lease on time, it must pay interest on that amount on demand by the Landlord from when it becomes due for payment until it is paid. Interest is calculated on daily balances at the rate of 2% per annum above the rate quoted on the day of demand by the Australian trading bank nominated by the Landlord as its principal bank on unsecured overdraft accommodation over \$100,000.

GST

24. 24.1 Regardless of any other provision under this lease, if GST is imposed on any supply by the Landlord to the Tenant under this lease, the Tenant must pay to the Landlord the amount imposed at the same time as, and in addition without set off against, the amount the Tenant is required to pay the Landlord for the supply in question, or on demand.

24.2 Promptly after receipt of payment of the amount imposed in respect of GST for any supply by the Landlord in accordance with clause 24.1, the Landlord will provide the Tenant with an invoice in the form reasonably required to permit the Tenant to claim a refund or credit of GST paid (if the Tenant is so entitled).

Dispute Resolution

25 25.1 Any difference or dispute between the parties regarding:

(a) the extent of the Tenant's obligations in accordance with clause 8.4; or

(b) clause 16,

may be referred by either party to be determined by a person acting as an expert (and not as an arbitrator) who is an appropriate practising professional appointed at the request of either party, by:

- (c) the president or chairperson of the professional body most appropriate to determine the dispute or, if the parties are unable to agree on the appropriate body, the president for the time being of the Law Society of the Australian Capital Territory; and
- (d) if there is no such body in existence at the time of the request, the president or chairperson for the time being of an equivalent body;

25.2 The parties must share equally the fees and expenses of an expert appointed in accordance with clause 25.1 but must otherwise bear their own costs in relation to the dispute;

25.3 Both parties have the right to make submissions either orally or in writing to an expert appointed under this clause and in making a determination such an expert must have regard to those submissions and must provide the parties with a statement of reasons in writing for reaching the determination.

25.4 The written determination of the expert appointed pursuant to clause 25.1 is conclusive and binding on the parties.

Definitions and Headings

26. In this lease, unless the contrary intention appears:

Authority means any government, semi or local government, statutory, public or other authority or body having jurisdiction over the Stadium, or any matter or thing in relation to it.

Control of a corporation includes the possession directly or indirectly of the power, whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights, directly or indirectly to control the membership of the board of directors of the corporation or to otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation whether by means of trusts, agreements, arrangements,

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understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise and **Controlling** has a corresponding meaning.

cost means cost, charge and expense.

Crown Lease means the crown lease issued in respect of the Land.

GST means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 and related legislation or similar tax.

Institute means the Australian Property Institute Incorporated (ACT Division) or its substitute.

Land means block 26 section 8 Division of Bruce and includes the Stadium.

Landlord includes the lessor under this lease and its successors and assigns.

Laws means the requirements of all laws, present or future.

Market Review Date means 1 January 2010 and each fifth anniversary of that date.

month means calendar month.

person includes a body corporate.

Requirements means any requirements notices orders or directions received from or given by any Authority.

right means right power authority remedy or discretion.

Services means all services supplied or to be supplied through the Stadium which are used by on or behalf of the Landlord (whether or not servicing the Stadium) including water, sewerage, gas, electricity, lighting, security systems, communications and telecommunications and computer link systems and such other services as are notified from time to time by the Landlord, and includes all wires, cables, pipes, ducts, conduits, electrical and mechanical plant and all other ancillary items.

Tenant includes the lessee under this lease, its successors and permitted assigns.

Tenant's Agents means that Tenant's employees, agents, contractors, consultants, invitees, sublessees,

licensees, concessionaires and others who are at anytime in the Stadium (except the Landlord and its employees, agents and contractors).

Tenant's Property means any plant, equipment, fixtures and fittings and other property not owned by the Landlord.

Stadium means the premises the subject of this lease and includes all the fixtures, plant, fittings and other erections and improvements in it.

Valuer means a fellow or an associate of the Institute having not less than 5 years relevant experience.

words expressing any gender include every gender.

headings have been inserted for convenience only and shall not be taken into account in interpreting this lease.

an agreement, representation or warranty:

- (a) in favour of two or more persons is for the benefit of them jointly and severally;
- (b) on the part of two or more persons binds them jointly and severally;

a reference to a thing includes the whole and each part of it;

the singular includes the plural and vice versa;

a reference to a law includes regulations and other instruments under it and amendments or replacements of any of them; and

including and includes are not to be construed as words of limitation.

Severability

- 27. If any provision of this lease or the application of it to any person or circumstance is or becomes invalid or unenforceable the remaining provisions shall not be affected and each shall be valid and enforceable to the fullest extent permitted.