



CITY OF HOBART

SUPPORTING INFORMATION

COUNCIL MEETING

OPEN PORTION OF THE MEETING

MONDAY, 25 MAY 2026

AT 4.00PM

VENUE: COUNCIL CHAMBER, TOWN HALL

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2026 Hobart Bike Plan

The Bike Plan is the City's vision for a safe, connected and comfortable network for cycling



City of **HOBART**

Draft Hobart Bike Plan 2026 | Version 18 May 2026

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Acknowledgement of Country

In recognition of the deep history and culture of Nipaluna (Hobart), we acknowledge the Palawa (Tasmanian Aboriginal people), their elders past and present as the Traditional Custodians of the skies, land, and waterways of Lutruwita (Tasmania). We recognise that Palawa have made journeys across Lutruwita and Nipaluna for many thousands of years. We acknowledge the determination and resilience of the Palawa people who have survived invasion and dispossession and continue to maintain their identity, culture, and rights.

We also acknowledge all Aboriginal and Torres Strait Islander people who live on the country of the Palawa, here in Nipaluna (Hobart), Lutruwita Tasmania.

Photo courtesy of City of Hobart

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Why Hobart needs this bike plan

A vision for Hobart's transport network

The Hobart Bike Plan 2026 contributes to achieving the City of Hobart's community vision. The vision for Hobart's transport network over the next ten years aligns with Pillar 5, Movement and Connectivity, from our community vision:

"We are a city where everyone has effective, safe, healthy and environmentally-friendly ways to move and connect, with people, information and goods, and to and through spaces and the natural environment. We are able to maintain a pace of life that allows us to fulfil our needs, such as work, study, business, socialising, recreation, accessing services, shopping, entertainment and spending time with loved ones."

To achieve this, Hobart needs to hone our bike network into one which feels like a real transport choice that you or anyone you know would feel comfortable and confident riding.



Hobart has an opportunity.

We take many short trips locally. In Greater Hobart, more than half of all trips are under five kilometres.¹ Many households have already invested in riding with over half of Tasmanian households owning at least one working bicycle, e-bike or e-scooter.² And with Hobart's strong connection to fresh air and the outdoors, we already have an active culture to build from.

But we also have a clear gap.

Hobart residents used a bike for just 3% of those short trips.³ Yet 40% of Tasmanians are interested in cycling but have concerns.⁴ This potential is even stronger among women of all ages and young people aged 18–29, with about half of whom saying they would ride more or take up riding if they felt more comfortable or confident.

Sources:

1, 3 Greater Hobart Household Travel Survey, 2023.

2, 4 National Walking & Cycling Participation Survey Report, 2025.

5 ABS 2021, compiled and presented by .id

Photos (clockwise from left) courtesy of Bicycle Network Tasmania, City of Hobart and Tasmanian Bike Collective

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A safe and comfortable bike network can unlock thousands of cycling trips.

To work:

Cycling offers a more convenient commute, one where you don't need to search for or pay for parking. For many workers, a bike provides a predictable travel time, a front-door-to-front-door journey, and a way to bypass traffic altogether.

For youths:

Cycling is also an opportunity for independence. For young people, a connected bike network opens up access to school, sport, friends and after-school jobs without relying on parents for lifts.

For households without a car:

One in five Hobart residents live in households without any car.⁵ Improving our bike network directly supports access to jobs, services and education.

Bikeable streets can serve the people of Greater Hobart, too.

Many people drive into Hobart from bikeable distances. A safe, connected and comfortable bike network could make riding to work or school a practical choice for more people, even if that's hard to picture at the moment.

65% of Hobart workers

commute from outside the City each day.

83% of Hobart,*

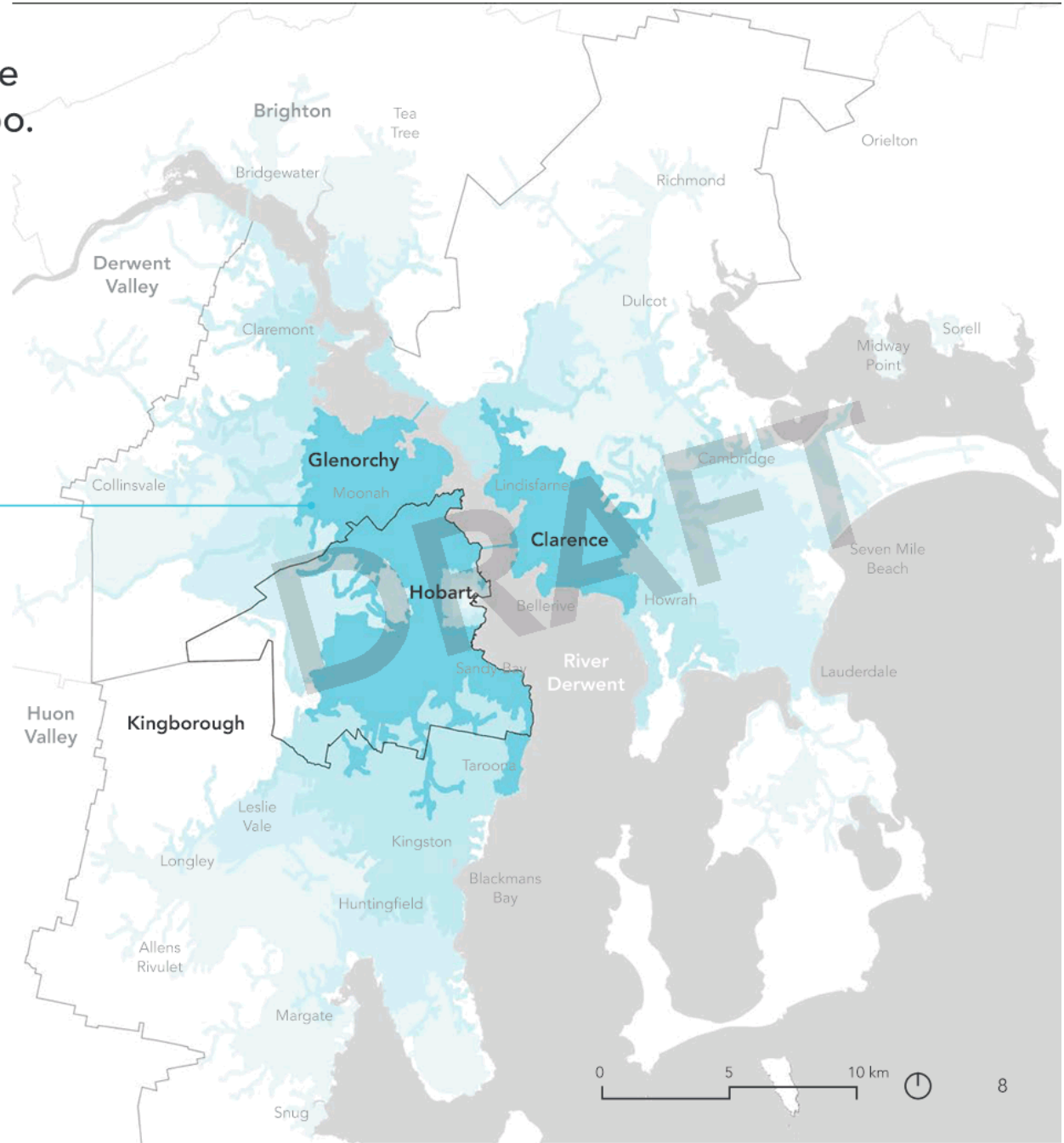
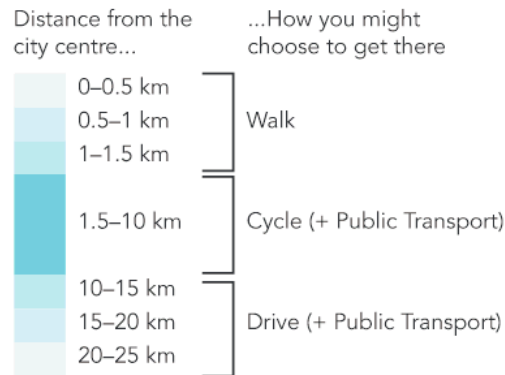
60% of Glenorchy,

44% of Clarence, and

6% of Kingborough

live within a bikeable distance of the CBD.

* (17% of Hobart lives within a walkable distance)



Sources: ABS Census (2021), Esri

Safe, connected and comfortable cycling options matter to our community.

Over several years, we've gathered insights from our community on values, needs and behaviours related to transport, drawing on:

- feedback on neighbourhood plans and local projects
- discussions through the City Transport Committee
- public feedback through events and customer service

While we prepared this plan, we also engaged with key stakeholders to understand what about cycling in Hobart is already working well, the opportunities ahead, and the key outcomes we want to achieve as a city.

Photos courtesy of Katinka Dineen and City of Hobart
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Calm Streets or street calming interventions that successfully slow streets to encourage walking and riding, were considered survey respondents' highest priority action.

- West Hobart Local Area Mobility Plan engagement (1 June 2024 - 31 December 2024)



"The area needs bike paths that don't stop and start."

- Lenah Valley Primary School Access Travel Plan engagement (19 May 2025 - 23 June 2025)

"I look forward to increased transport choice for me and my family. I would love to feel like my children could safely cycle around Hobart city and to and from school—currently not the case."

- Hobart Transport Strategy 2024 engagement (1-31 May 2024)



This plan aligns with Hobart's existing strategies and plans.



The Hobart Bike Plan 2026 brings together cycling outcomes from our existing local strategies and plans, consolidating them into one city-wide network. It draws directly from:

- Hobart Transport Strategy 2024
- 2040 Climate Ready Hobart Strategy
- Neighbourhood Plans
- Local Area Mobility Plans
- School Access Travel Plans
- Hobart Neighbourhood Greenways Study
- Inner Hobart Transport Network Operations Plan
- Inner City Development Plan, public spaces and public life study by GEHL Architects

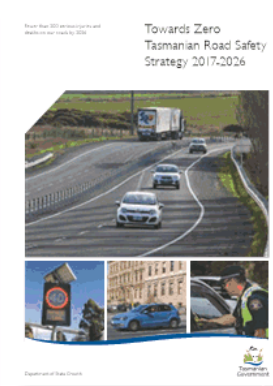
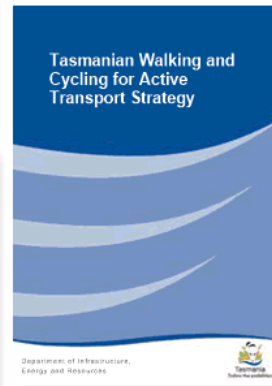
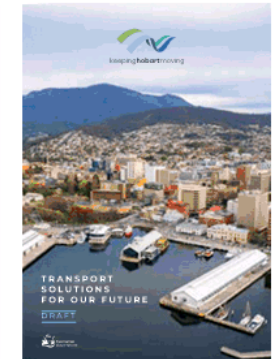
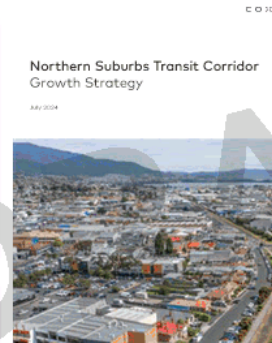
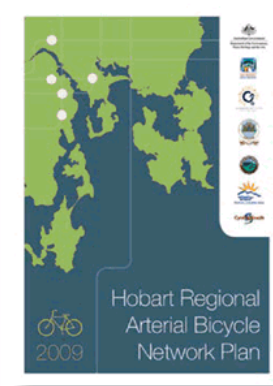
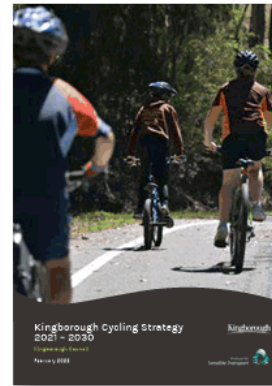
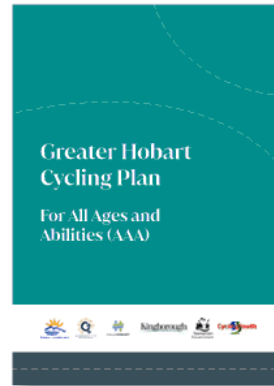
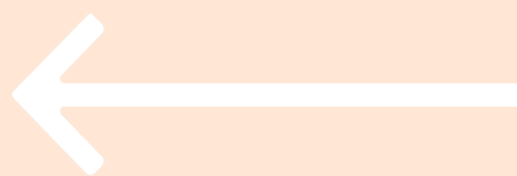
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And is in step with bike planning efforts across the state.

The plan also aligns with wider bike-planning and transport efforts across Greater Hobart and Tasmania. It coordinates with existing and ongoing initiatives including:

- State plans and strategies
- Regional transport plans
- Adjacent council bike plans



This plan confirms the function of each route in an aspirational city-wide bike network.

While this plan does not define the future form of each corridor, project development will prioritise safety, comfort and connectivity for all ages and abilities.



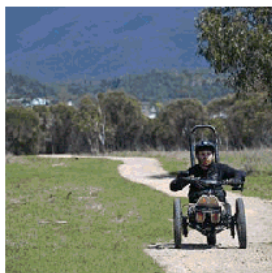
Routes are classified into four categories in alignment with the Tasmanian Government's (draft) *Cycling Network Planning Guide*.

As individual projects move from planning into design and construction, their form will be developed through community engagement in line with the City of Hobart Community Engagement Policy and Framework and guided by the Tasmanian Government's *Cycling Infrastructure Design Guide*. This includes considering key factors such as traffic speed and volume to determine a suitable design. This could look like:



All ages and abilities route classifications

Primary Routes	Secondary Routes	Neighbourhood Routes	Recreational Routes
<p>Directness:</p> <p>Capacity:</p>	<p>Directness:</p> <p>Capacity:</p>	<p>Directness:</p> <p>Capacity:</p>	<p>Directness:</p> <p>Capacity:</p>
<p>Function: Connect across town centres or between suburbs. These core routes provide access to many destinations and are the backbone of the network.</p> <p>Example: Intercity Cycleway</p>	<p>Function: Connect local streets to primary routes and to attractors such as schools, employment areas, shops, local services and notable tourist destinations.</p> <p>Example: Forster and Giblin Streets</p>	<p>Function: Connect people from their homes to a primary or secondary route or a local destination.</p> <p>Example: Fitzroy Place</p>	<p>Function: Provide a leisurely and scenic riding experience.</p> <p>Example: The Domain</p>



About E-Rideable Hills

We indicate where routes are on *E-Rideable Hills*, or streets that have slopes steeper than 10% within any of the four route classes. These short and steep segments prioritise directness for people with e-rideable devices, such as e-bikes and e-scooters, or who have a desire to ride up steep hills.

About Traffic Speed

We know that speed is a key factor in how seriously someone is hurt in a crash.¹ That's why it's important that shared spaces encourage lower driving speeds and to separate cyclists and drivers on higher-speed roads.

Reducing speeds from 50 km/h to 40 km/h halves the risk of a fatal crash. At 30 km/h, the risk is even lower, which is why low-speed environments, such as neighbourhood streets and areas around community hubs, are part of creating safer places for everyone.

Photos: Oliver Oglesby; City of Hobart
1: *Tasmanian Cycling Infrastructure Design Guide and Towards Safe System Infrastructure: A Compendium of Current Knowledge* (2018) Austroads



How the future bike network connects us

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We will invest in a bike network that connects neighbourhoods to schools, parks and sportsgrounds, local activity centres and major destinations.

- 34% of Hobart live within 300 metres of an existing primary or secondary route treatment
- 25 schools will be connected to a primary, secondary or neighbourhood route




Simple Neighbourhood Route Treatments (indicative)

- | | |
|---|---|
|  Wayfinding |  Safer Crossing |
|  New Trees and Plantings |  Traffic Calming |

Route Classification

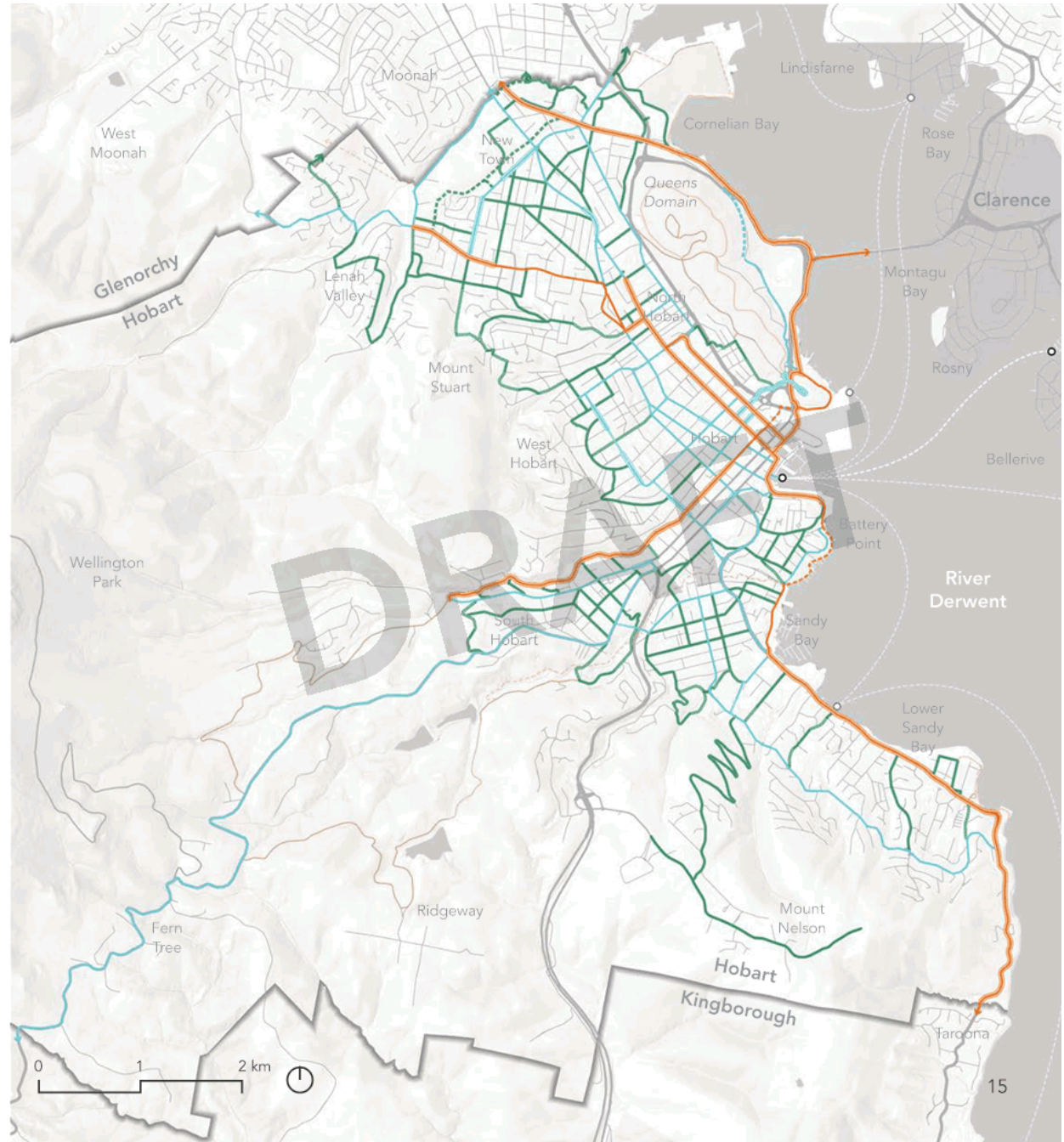
-  Primary
-  Secondary
-  Neighbourhood
-  Recreational

Route Overlays

-  Existing Treatment
-  Proposed Study
-  E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, OSM, Esri

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Central Hobart is our employment and retail hub and where major public transport transfers occur. The centre city hosts five schools and many University of Tasmania buildings, another local retail precinct in Midtown, and the weekly Salamanca and Farm Gate Markets. It will be home to the Mac Point stadium and borders the Queens Doman.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

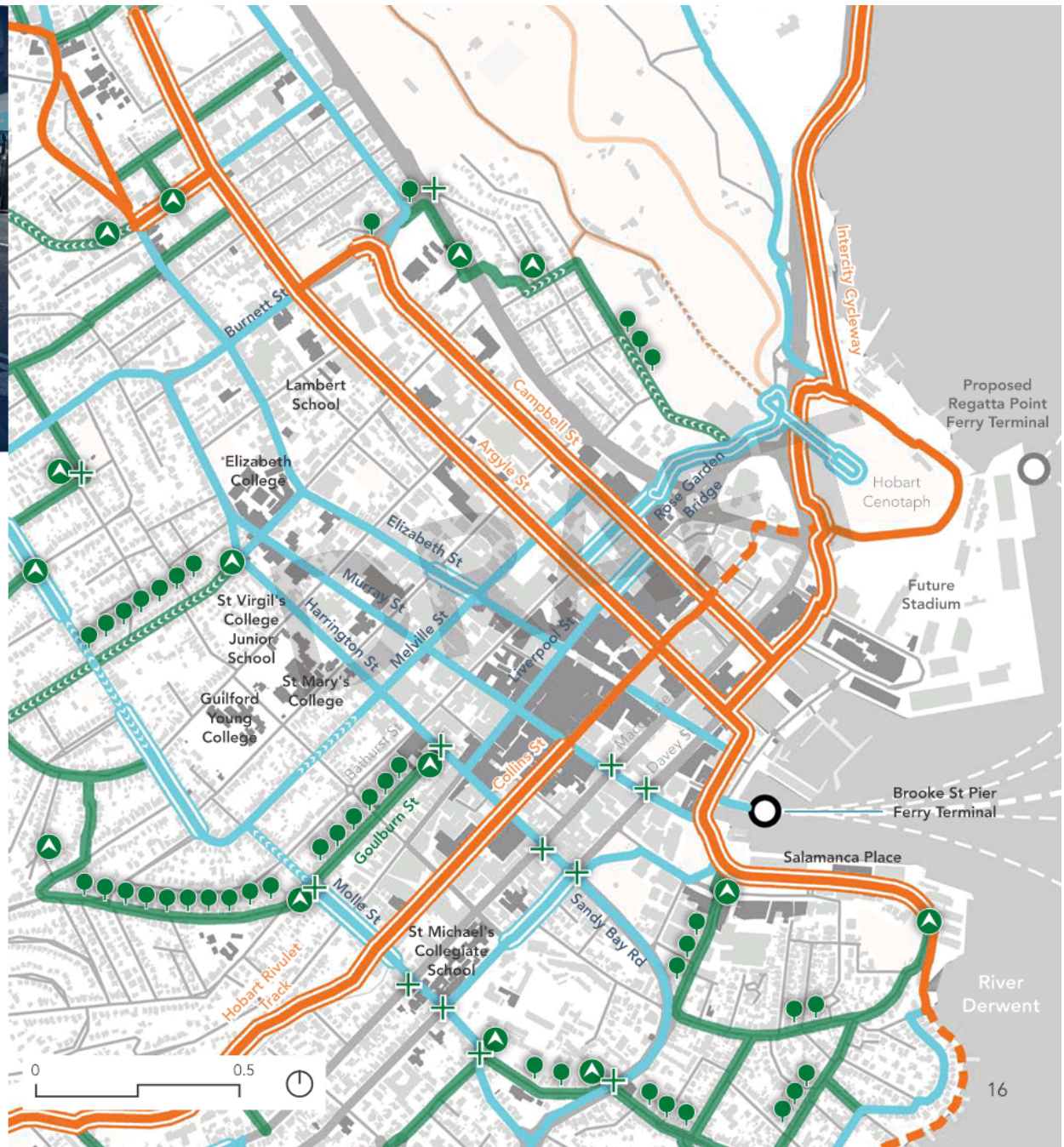
- Primary
- Secondary
- Neighbourhood
- Recreational

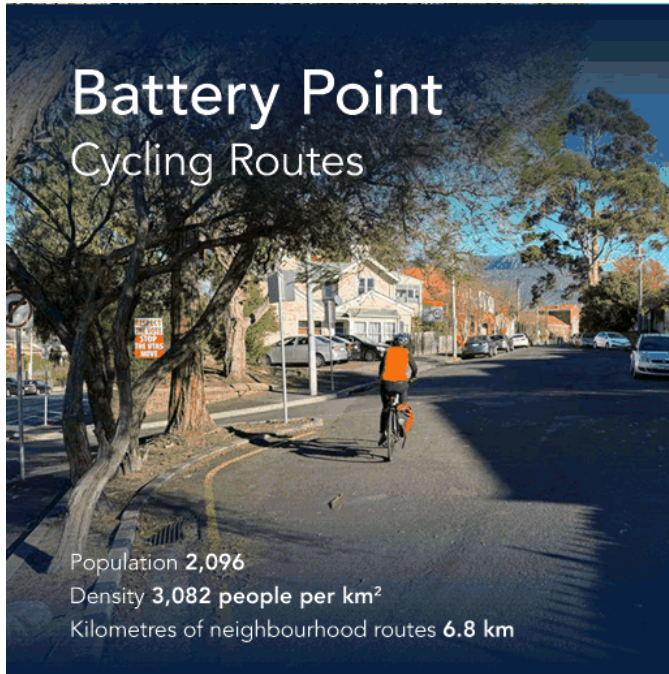
Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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Battery Point is home to a primary school, seven parks, and the Hampden Road local retail precinct. The weekly Salamanca Market is held along the suburb's border.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

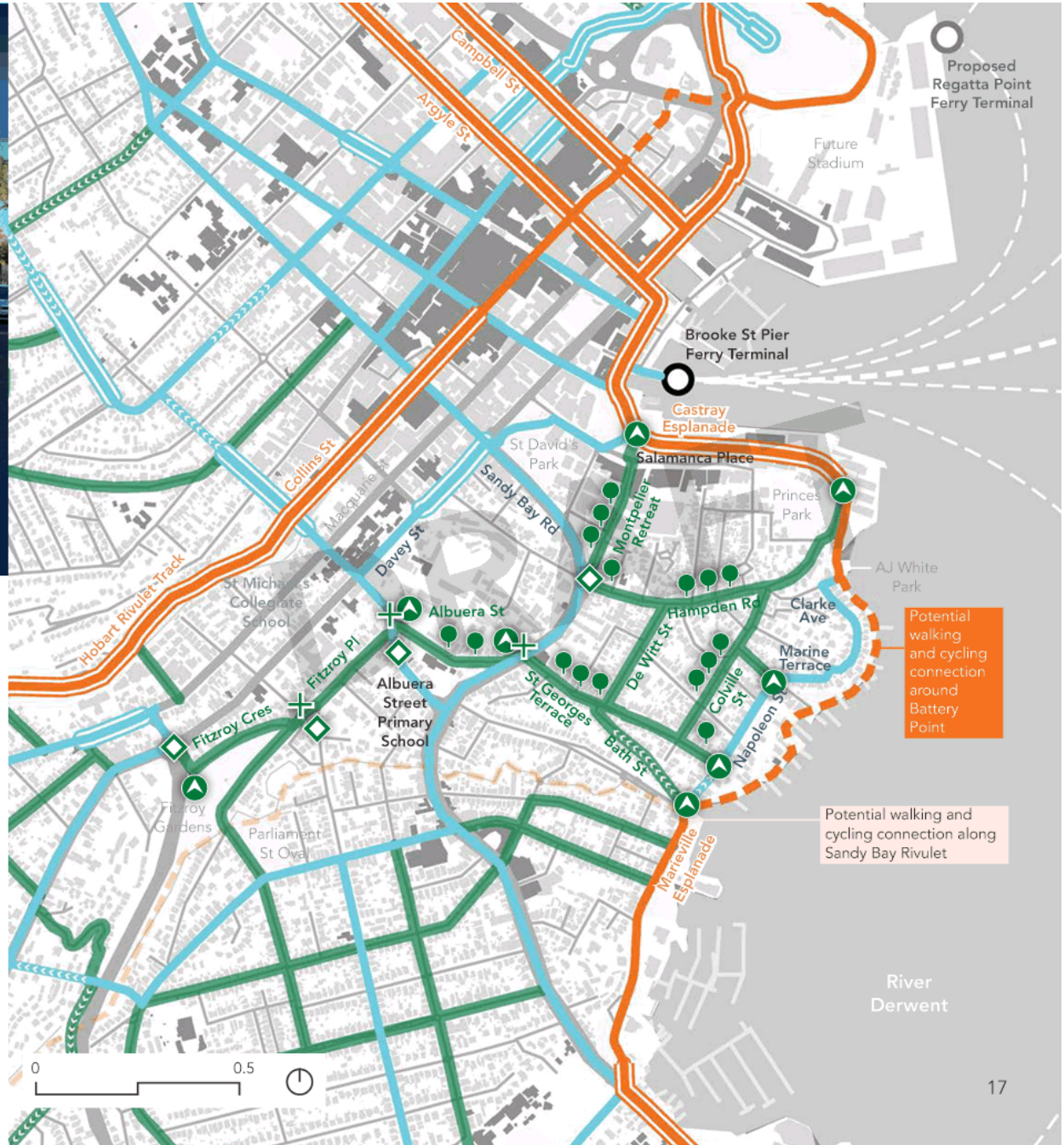
- Primary
- Secondary
- Neighbourhood
- Recreational

Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

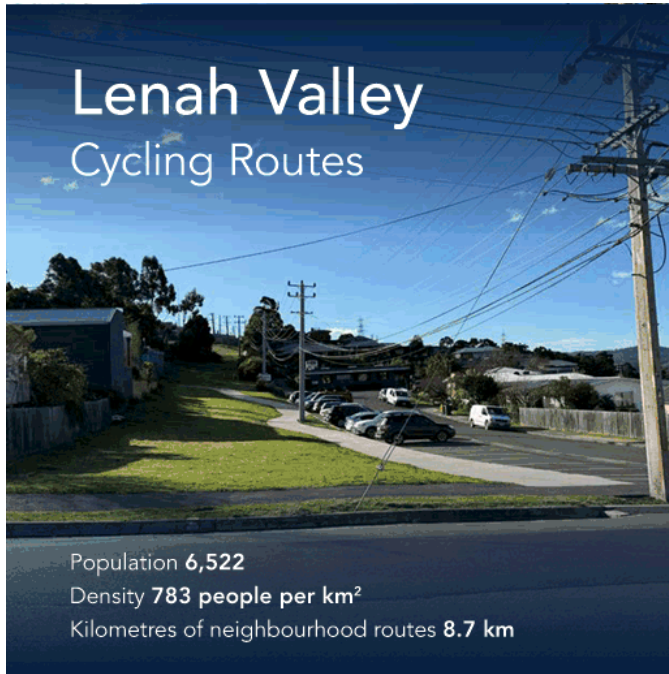
Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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Potential walking and cycling connection around Battery Point

Potential walking and cycling connection along Sandy Bay Rivulet



Situated within Lenah Valley are two schools, 12 parks, one sportsground, the Augusta Road local retail precinct and Calvary Hospital.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

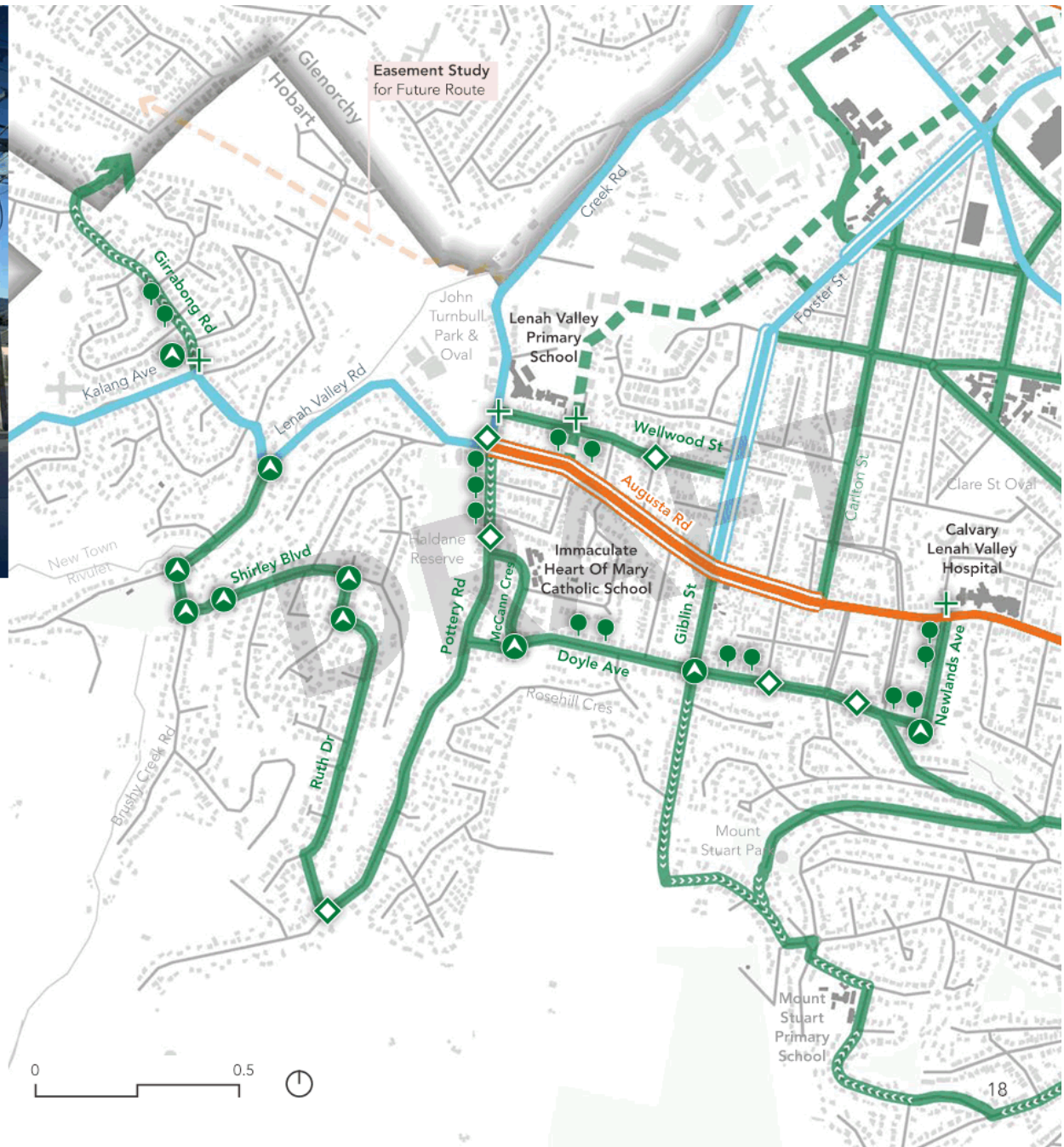
- Primary
- Secondary
- Neighbourhood
- Recreational

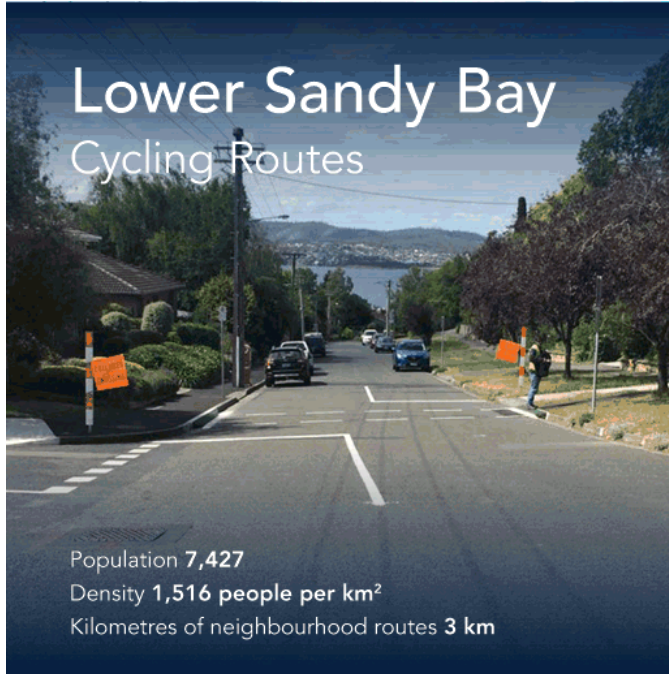
Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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Lower Sandy Bay is home to three schools, three parks and a sportsground, the Lower Sandy Bay local retail precinct and Sandy Bay Sailing Club.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

- Primary
- Secondary
- Neighbourhood
- Recreational

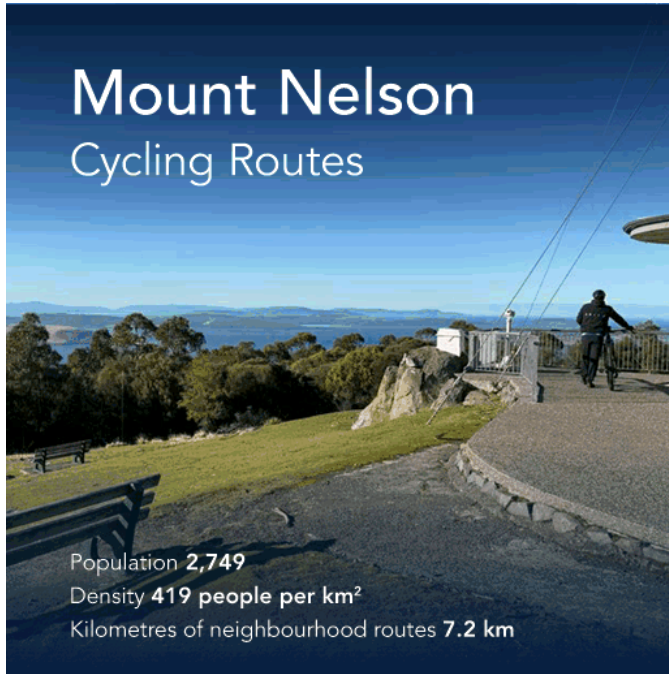
Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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The hilltop suburb of Mount Nelson is the site of two schools, one sportsground and two parks including the historic Mount Nelson Signal Station.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

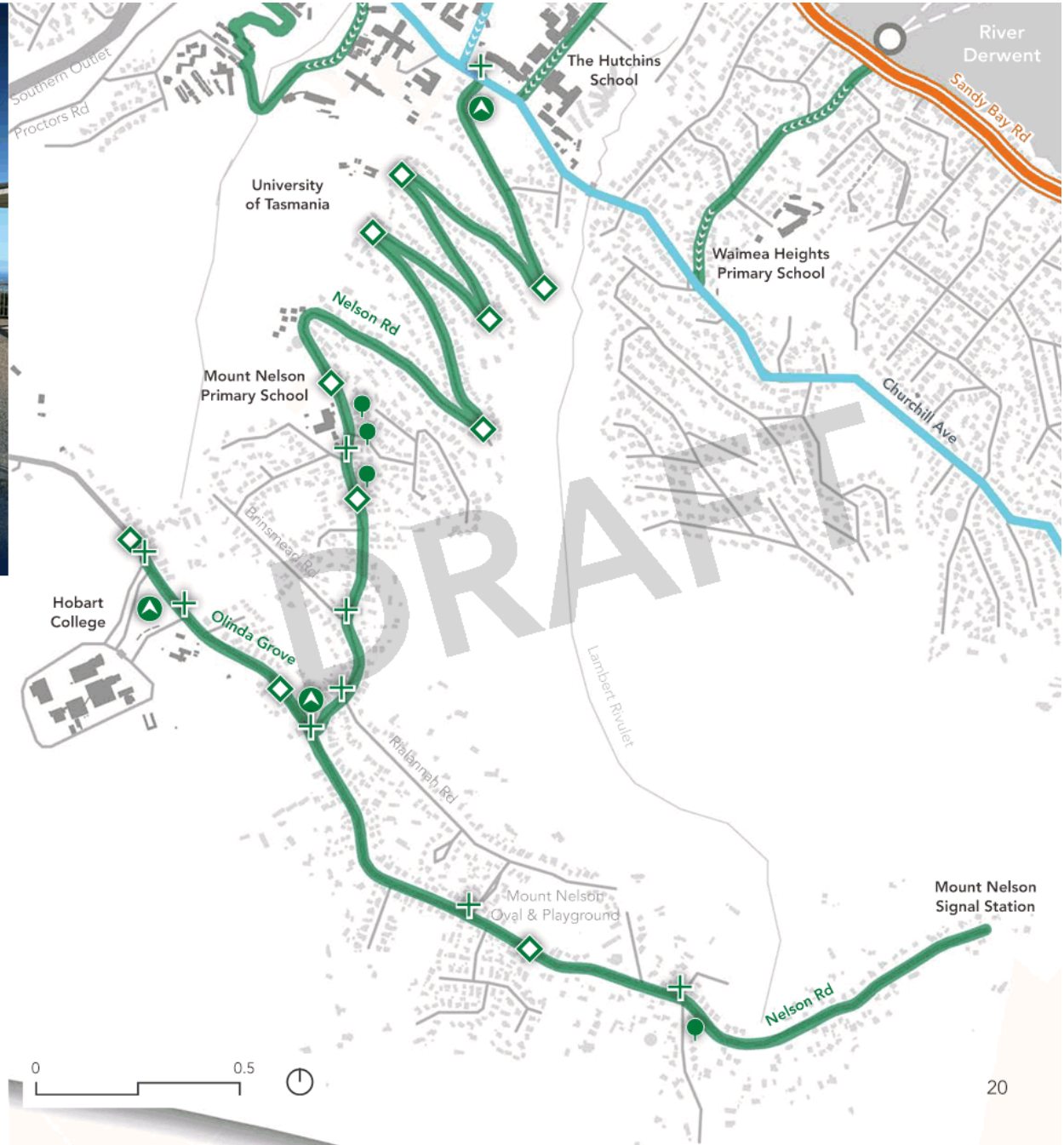
- Primary
- Secondary
- Neighbourhood
- Recreational

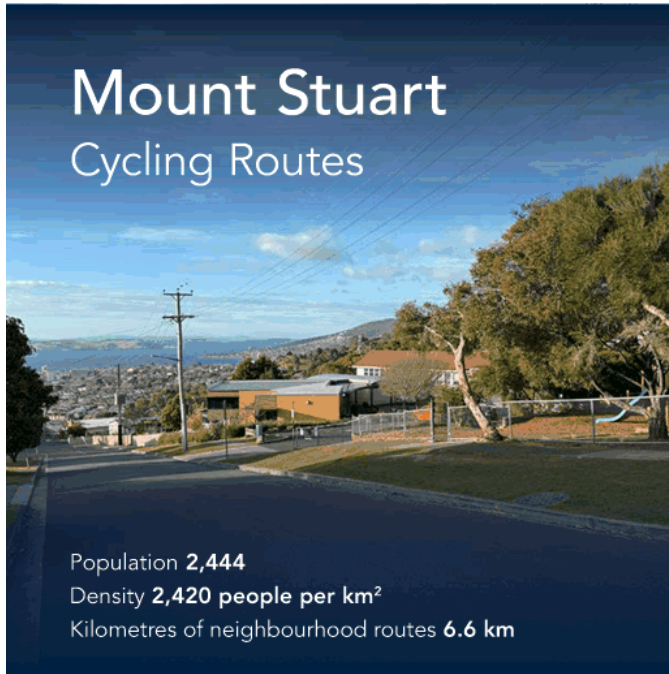
Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, OSM, Esri

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Mount Stuart is home to a primary school and three parks. Both the Augusta Road and North Hobart local retail precincts are within a short, albeit hilly, reach.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

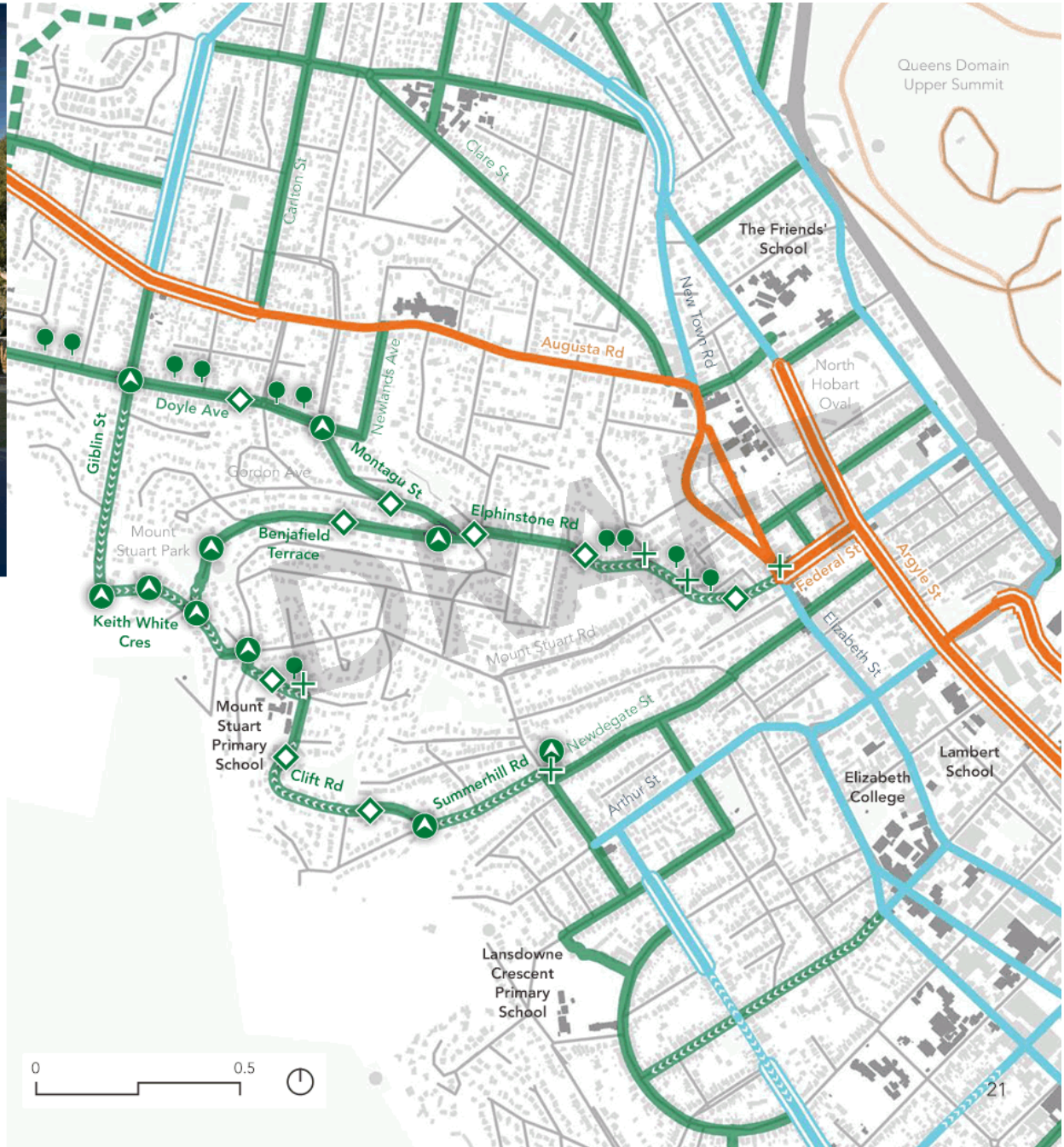
- Primary
- Secondary
- Neighbourhood
- Recreational

Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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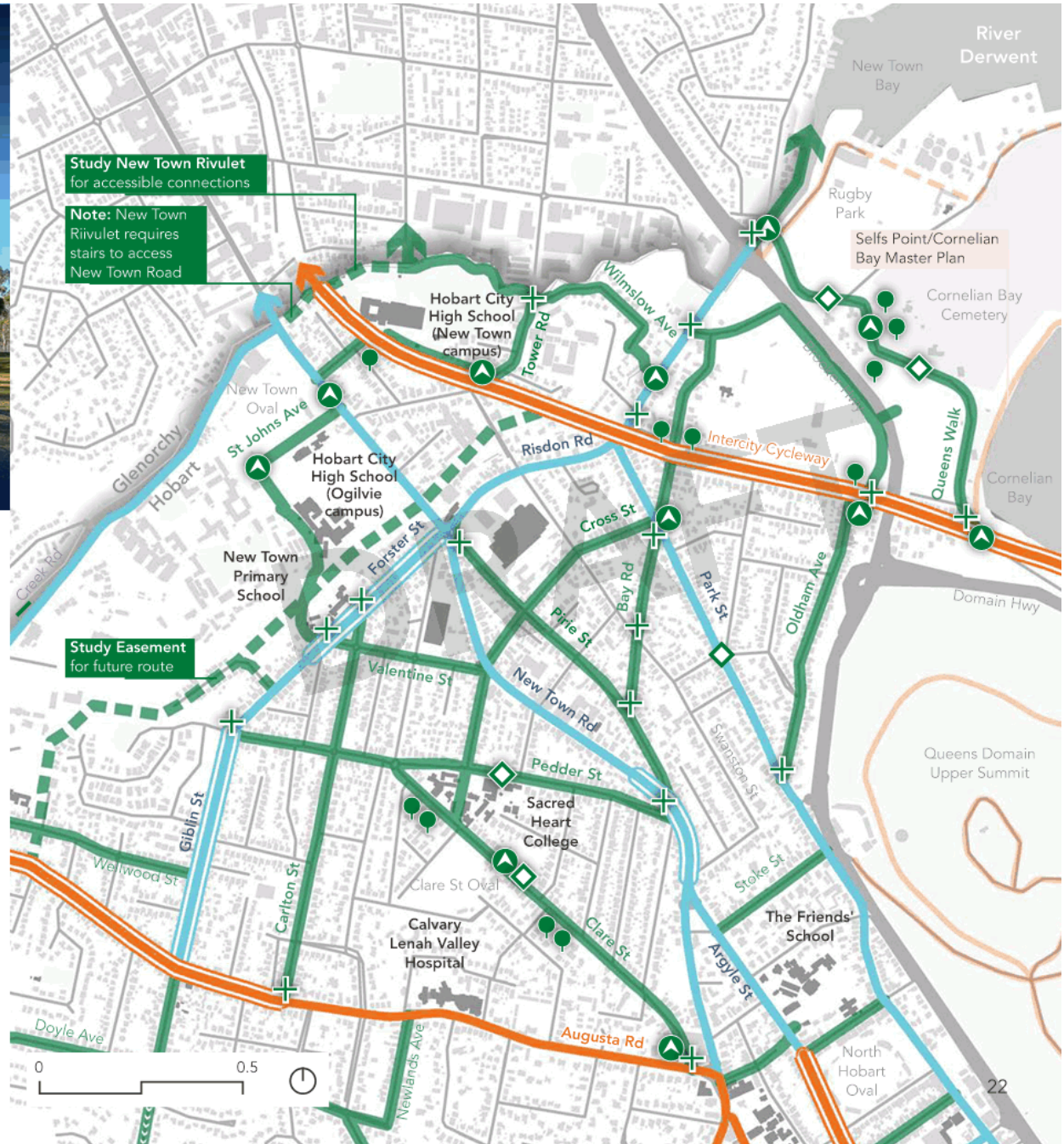
New Town has three schools, three parks, four sportsgrounds and the New Town Road retail precinct all within easy reach. Current masterplanning for the St John's Health and Wellbeing Precinct and the Self's Point/ Cornelian Bay area offer opportunity for better walking and cycling access.

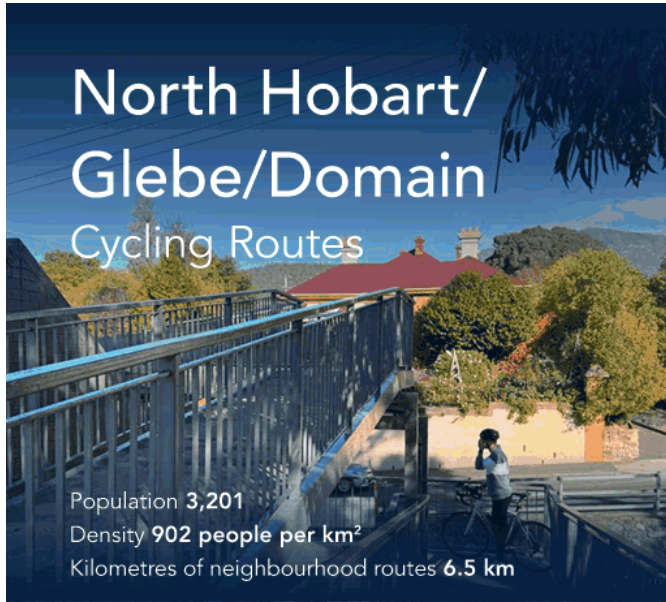
Simple Neighbourhood Route Treatments (indicative)

- | | |
|-----------------------------|------------------------------|
| Wayfinding | Safer Crossing |
| New Trees and Plantings | Traffic Calming |
| Route Classification | Route Overlays |
| Primary | Existing Treatment |
| Secondary | Proposed Study |
| Neighbourhood | E-Rideable Hill (>10% Slope) |
| Recreational | |

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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Sitting just above the city centre, North Hobart's three schools, three parks, sportsground and North Hobart local retail precinct are also a short distance from the Glebe, Queens Domain and the Royal Tasmanian Botanical Gardens.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

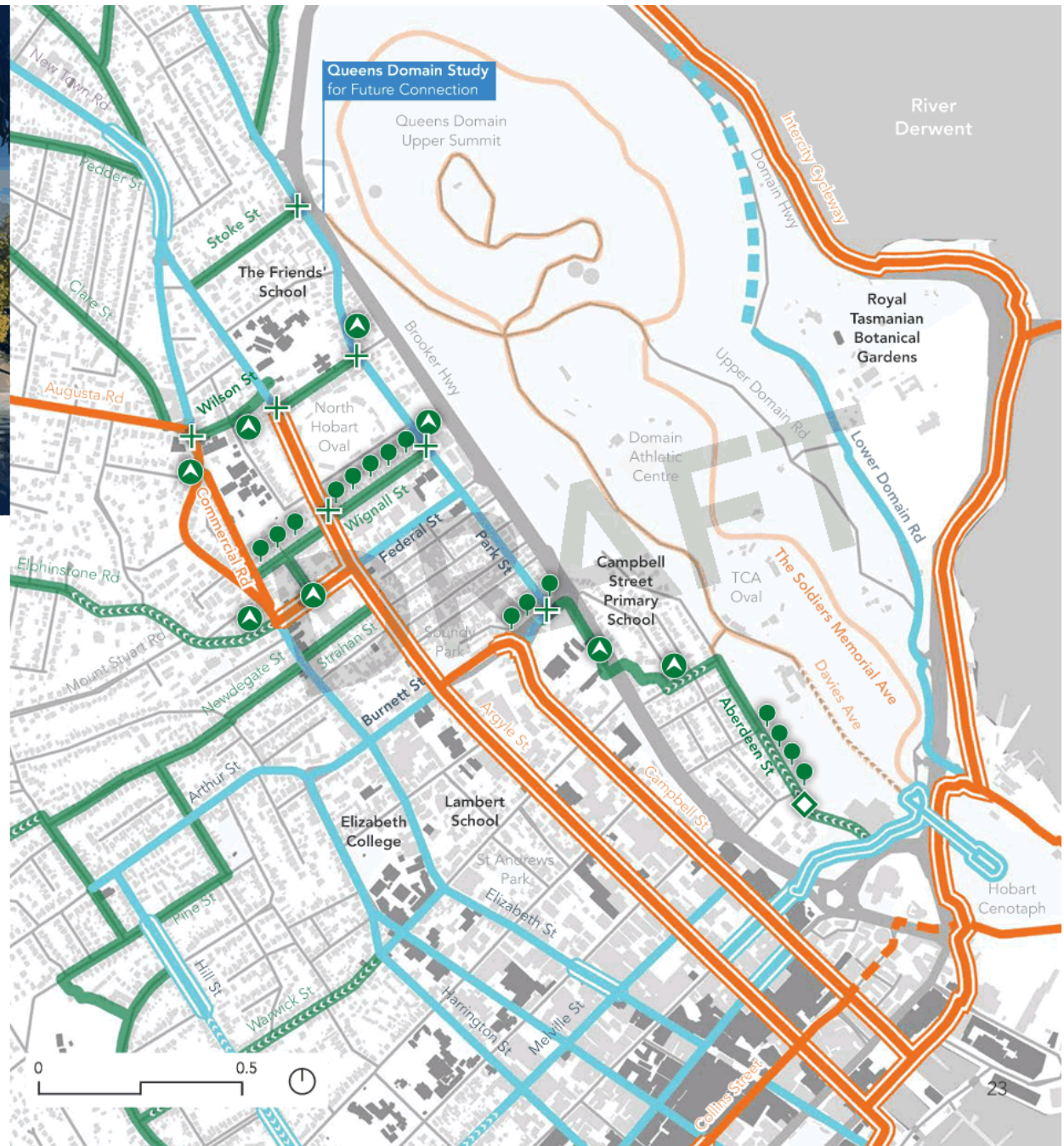
- Primary
- Secondary
- Neighbourhood
- Recreational

Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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Sandy Bay is home to three schools and the University of Tasmania Sandy Bay campus, two parks, two sportsgrounds, the Sandy Bay local retail precinct, the Royal Yacht Club of Tasmania, Wrest Point Casino and a proposed public ferry terminal.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

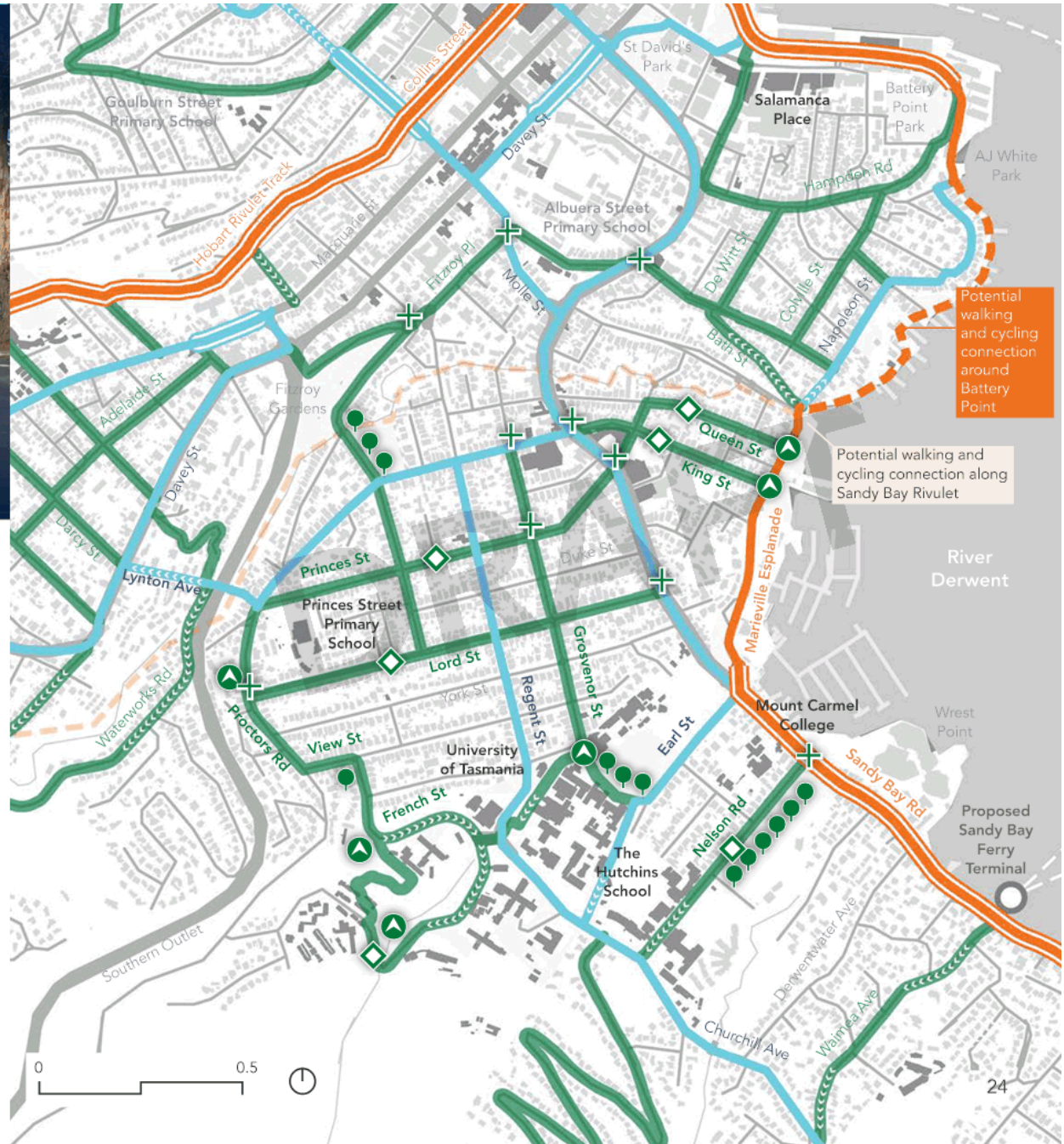
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- Secondary
- Neighbourhood
- Recreational

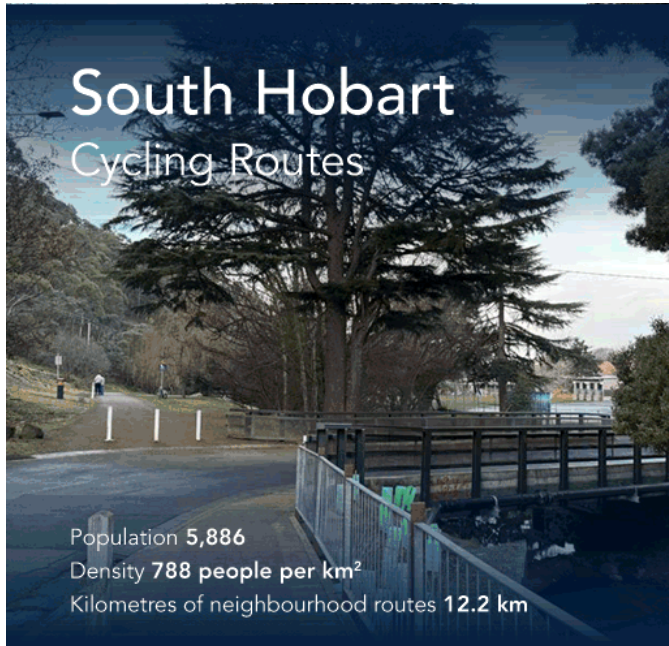
Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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South Hobart is the site of two schools, seven parks, two sportsgrounds, the South Hobart local retail precinct and the historic Cascade Brewery. The Hobart Rivulet Trail connects many of these destinations.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

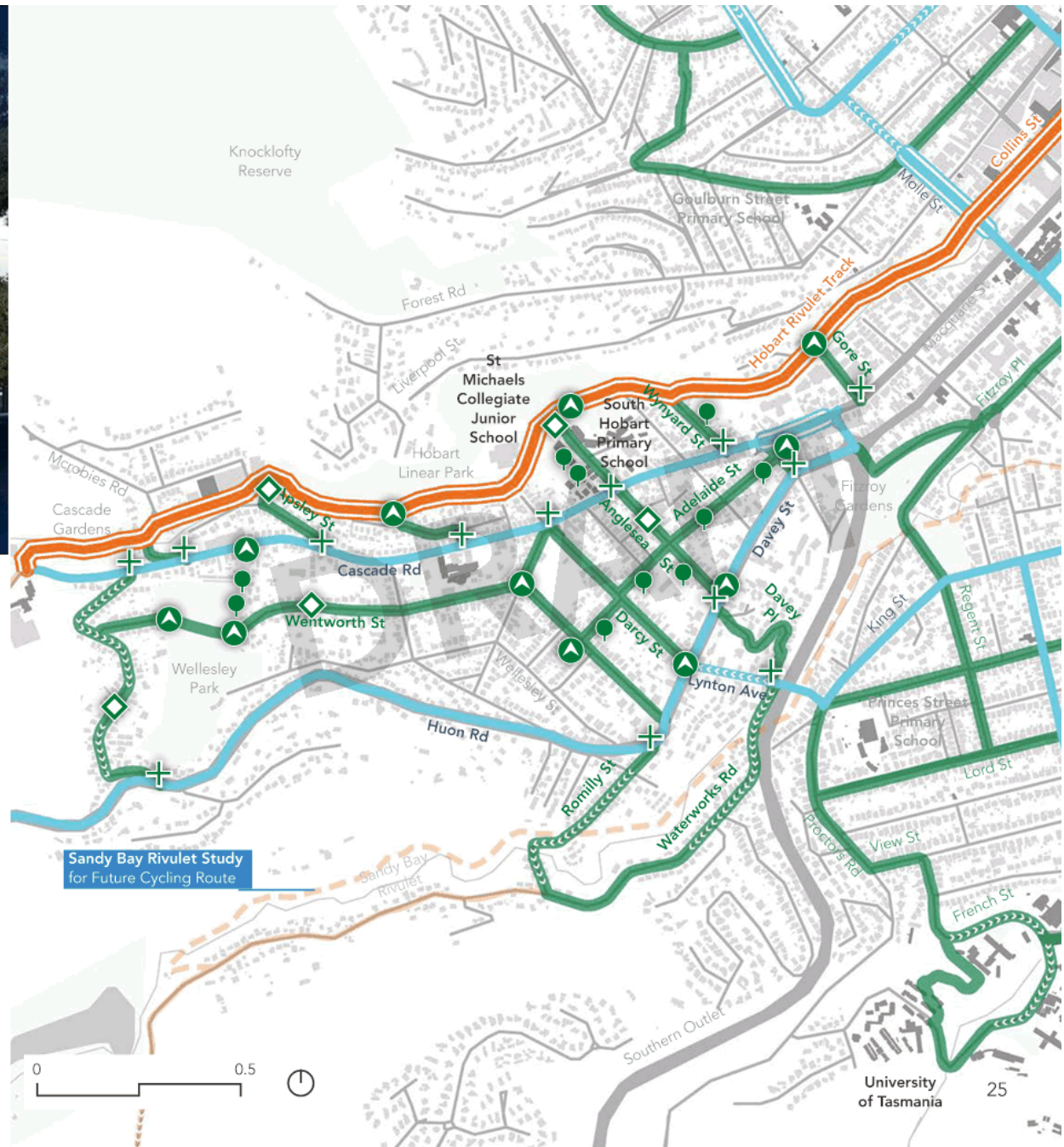
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- Secondary
- Neighbourhood
- Recreational

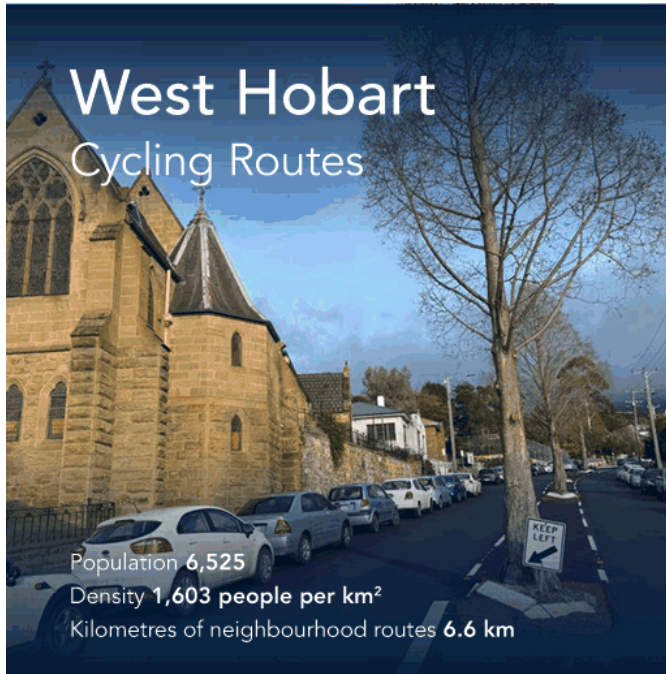
Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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On West Hobart's doorstep are two schools, a sportsground, and five parks including access to Knocklofty Reserve.

Simple Neighbourhood Route Treatments (indicative)

- Wayfinding
- New Trees and Plantings
- Safer Crossing
- Traffic Calming

Route Classification

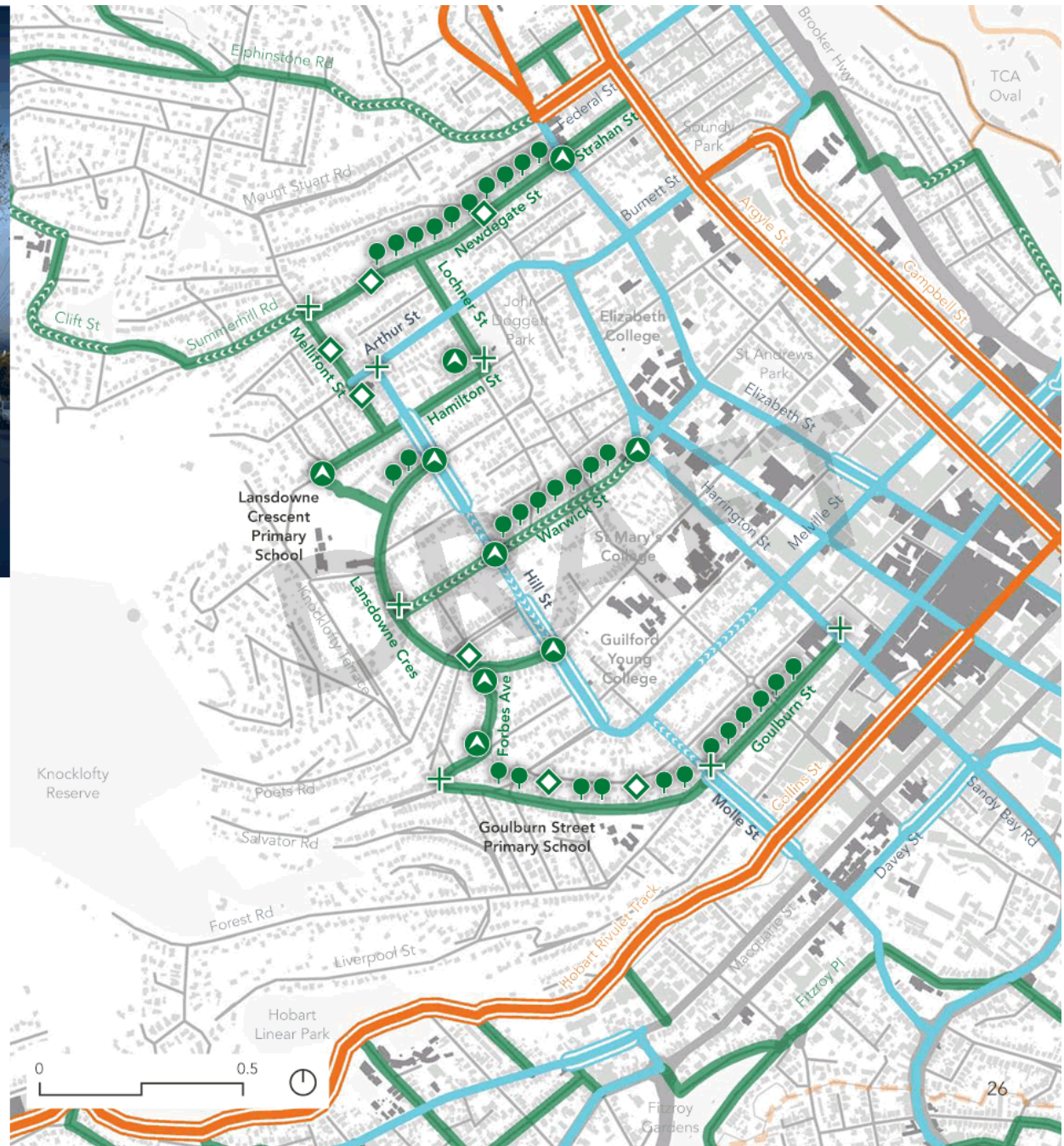
- Primary
- Secondary
- Neighbourhood
- Recreational

Route Overlays

- Existing Treatment
- Proposed Study
- E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, WSP, OSM, Esri

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Why these corridors?

Analysing Hobart's street network through four lenses

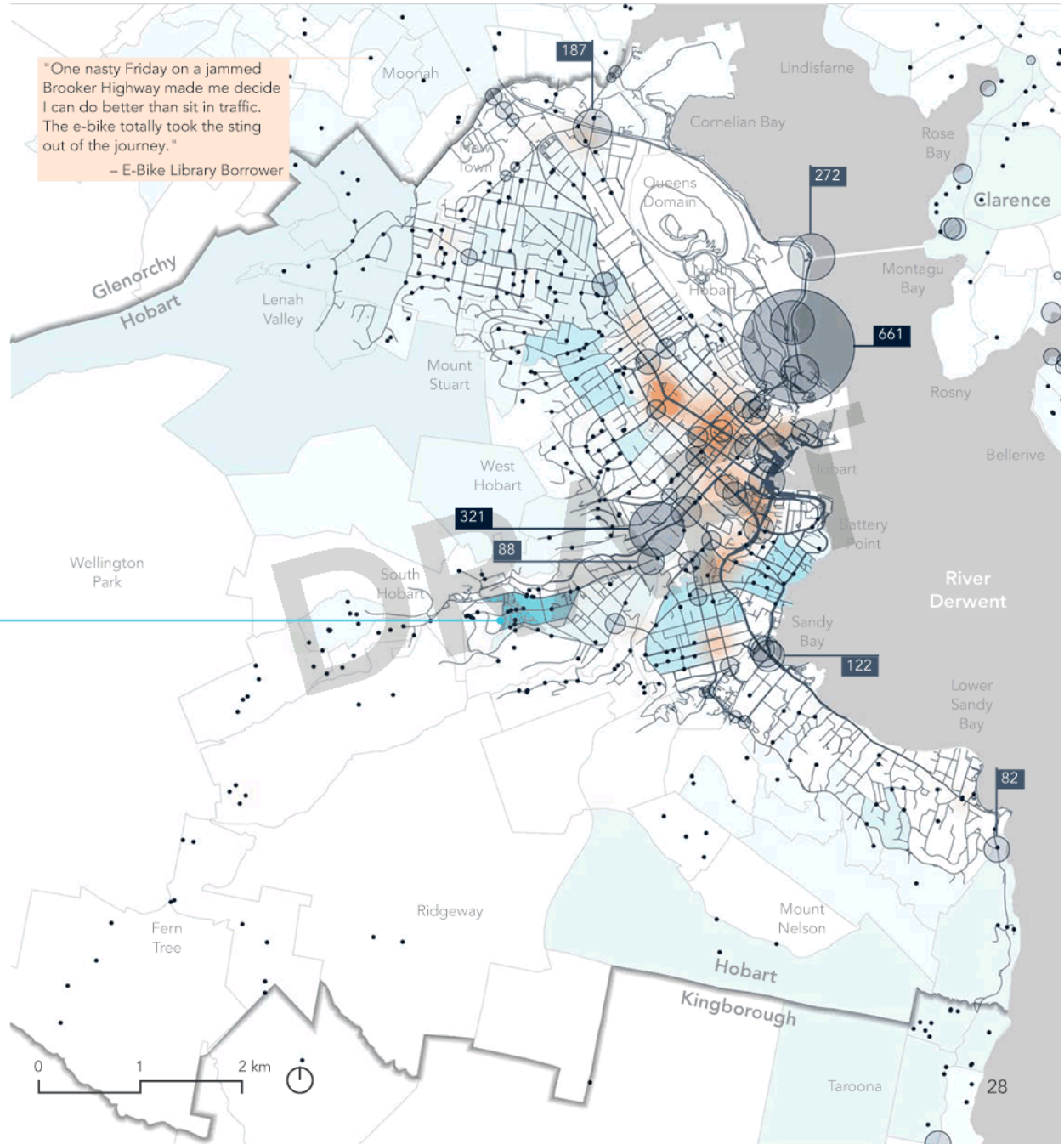
To understand how easy, or challenging, it is to ride a bike in Hobart today, we looked at current cycling levels, how suitable different streets are for riding, how likely people are to switch from driving to cycling, and which areas may face barriers to transport choice.

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1. We analysed where people are currently cycling.

Hobart residents make 4,800 bike trips a day, even with a network that has gaps.¹ We can choose to cycle even more trips if all levels of our bike network improve. We've seen how investment in a cycling corridor has changed the way we make trips:

South Hobart resident cycle-to-work rates grew from 2% to 7% in 20 years (2001–21)², reflecting the investment in the Hobart Rivulet Track. Imagine if other areas could grow their bike commutes by 250%.



Bike ridership indicators: Synthesising historic data

- Constant daily bike counts (2025 avg)³
- Super Tuesday bike counts (2010–2025 avg)⁴
- Bicycle Network members⁴
- 🚗 Crashes involving cyclists (2020–2024)⁵
- ▬ E-scooter and e-bike trip density (2021–2025)⁶
- 🌊 Bike commuter density (2011, 2016, 2021 avg)²

Sources:

- 1 Greater Hobart Household Travel Survey, 2023
- 2 ABS Census
- 3 City of Hobart
- 4 Bicycle Network Tasmania
- 5 Department of State Growth
- 6 Ride Report

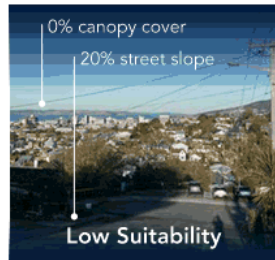
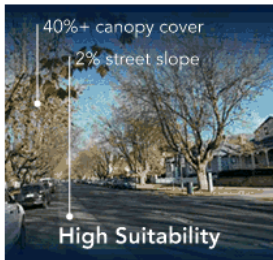
2. We looked at where street slope, speed and shade make for a more comfortable ride.

83% of Hobart's 373km street network has bike-friendly slopes (under 10%) comfortable for cycling, while steeper streets serve as *e-rideable* routes.

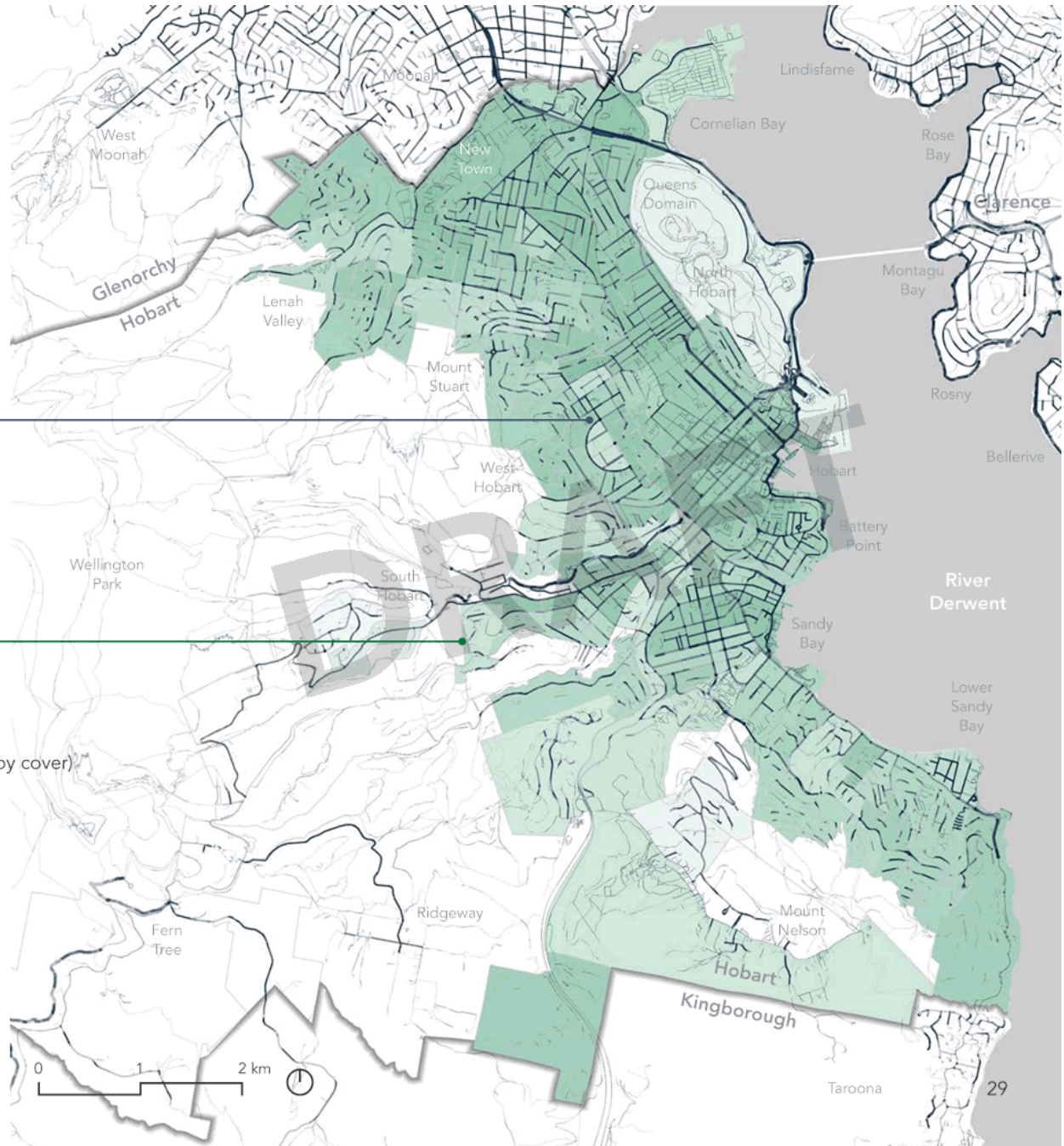
Increasing canopy cover along our road assets by 16% would meet Hobart's 40% target by 2046, a new progress metric for *Hobart's Urban Tree Strategy*. This is a simple treatment that can make our bike corridors more comfortable for cycling, walking and catching the bus.

Bike suitability indicators: Safety and comfort

- Street slope (flat to steep, >10% slope)
- Street class (slow to fast)
- Street tree planting priority (high to low, >40% canopy cover)

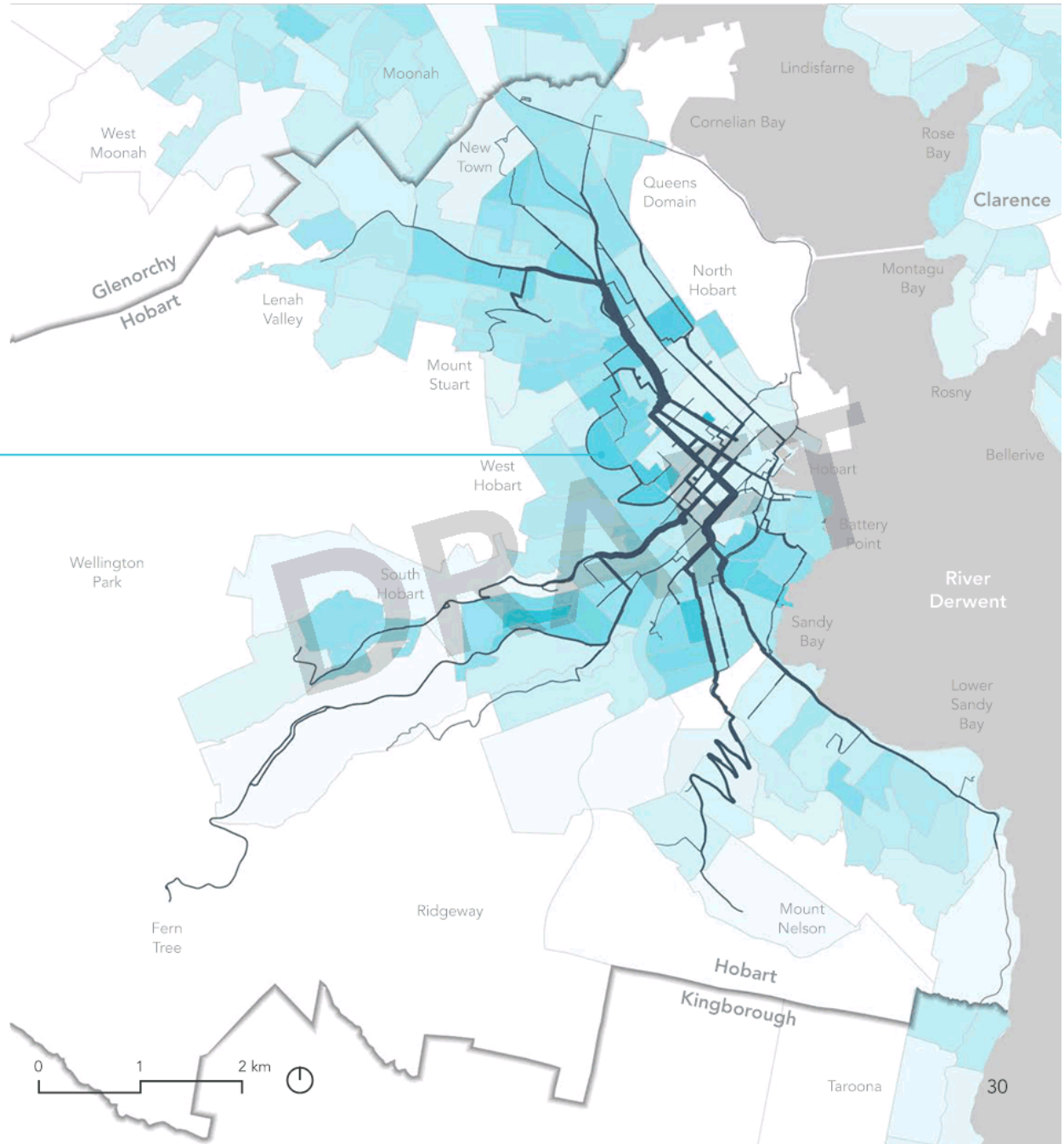


Sources: City of Hobart (2022 canopy cover analysis), OpenStreetMap, Esri



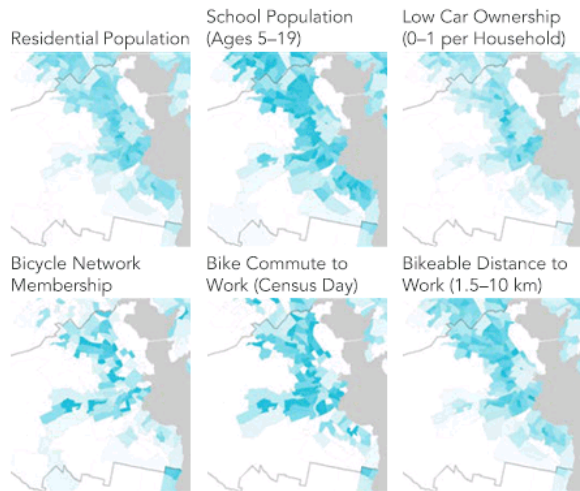
3. We analysed where people are more likely to shift from a car to cycling with investment in our bike network.

55% of Hobart residents live in high propensity areas for ridership growth (75th+ percentile), even though only 3% of Hobart cycled to work on Census Day in 2021.



Bike propensity indicators: Journeys and demographics

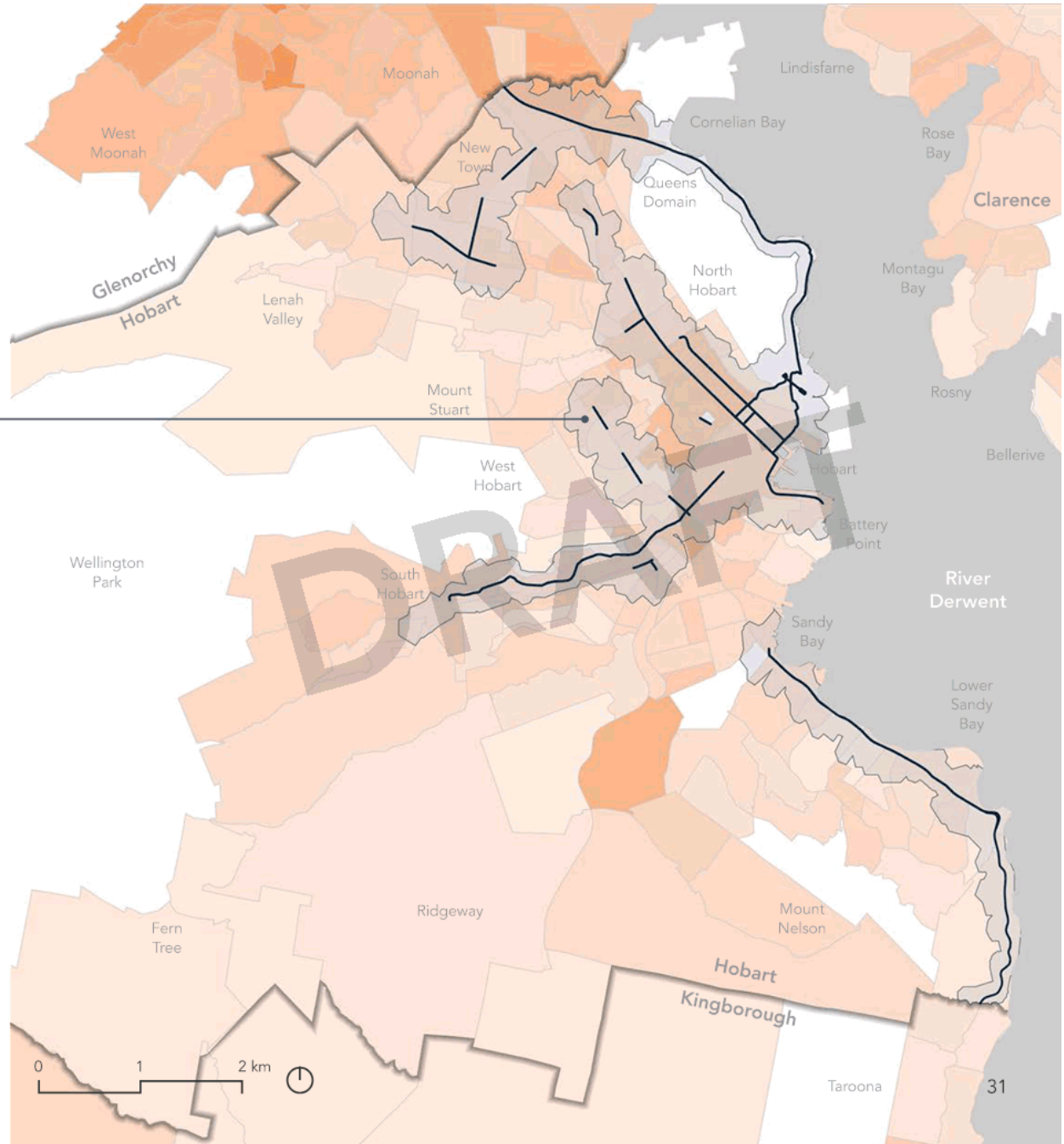
- ▬ Potential cycling trips (most efficient routes)
- Potential cyclist index (density, equal weight)



Sources: ABS Census (2021), Bicycle Network Tasmania, Department of State Growth, OpenStreetMap, Esri

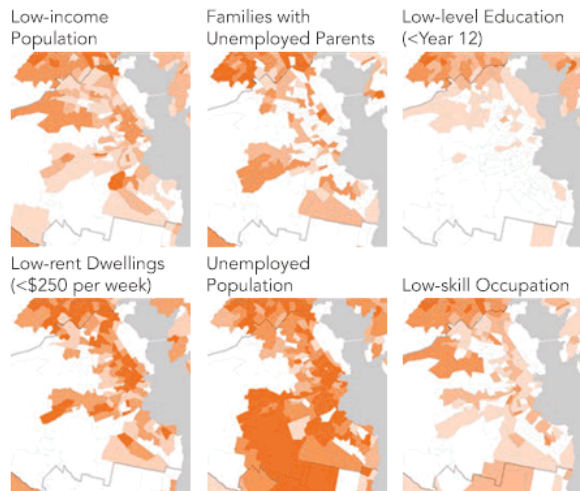
4. We asked where cycling investments could make the biggest difference in reducing transport inequities.

34% of Hobart residents live within a 300-metre walk of an existing primary or secondary route treatment



Bike Equity Indicators: Access & Disparity

- 300m walkshed from an existing route treatment
- Socio-economic Disadvantage Index (%)

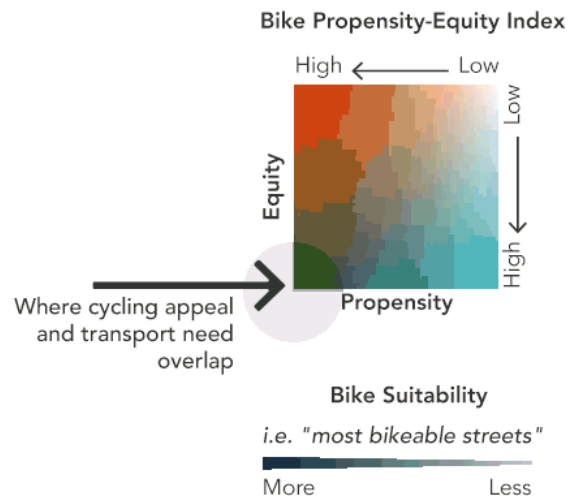


Sources: ITDP Atlas of Sustainable Transport, ABS Census (2021), Esri

Cycling investments may be most impactful where comfort, appeal and transport need overlap.

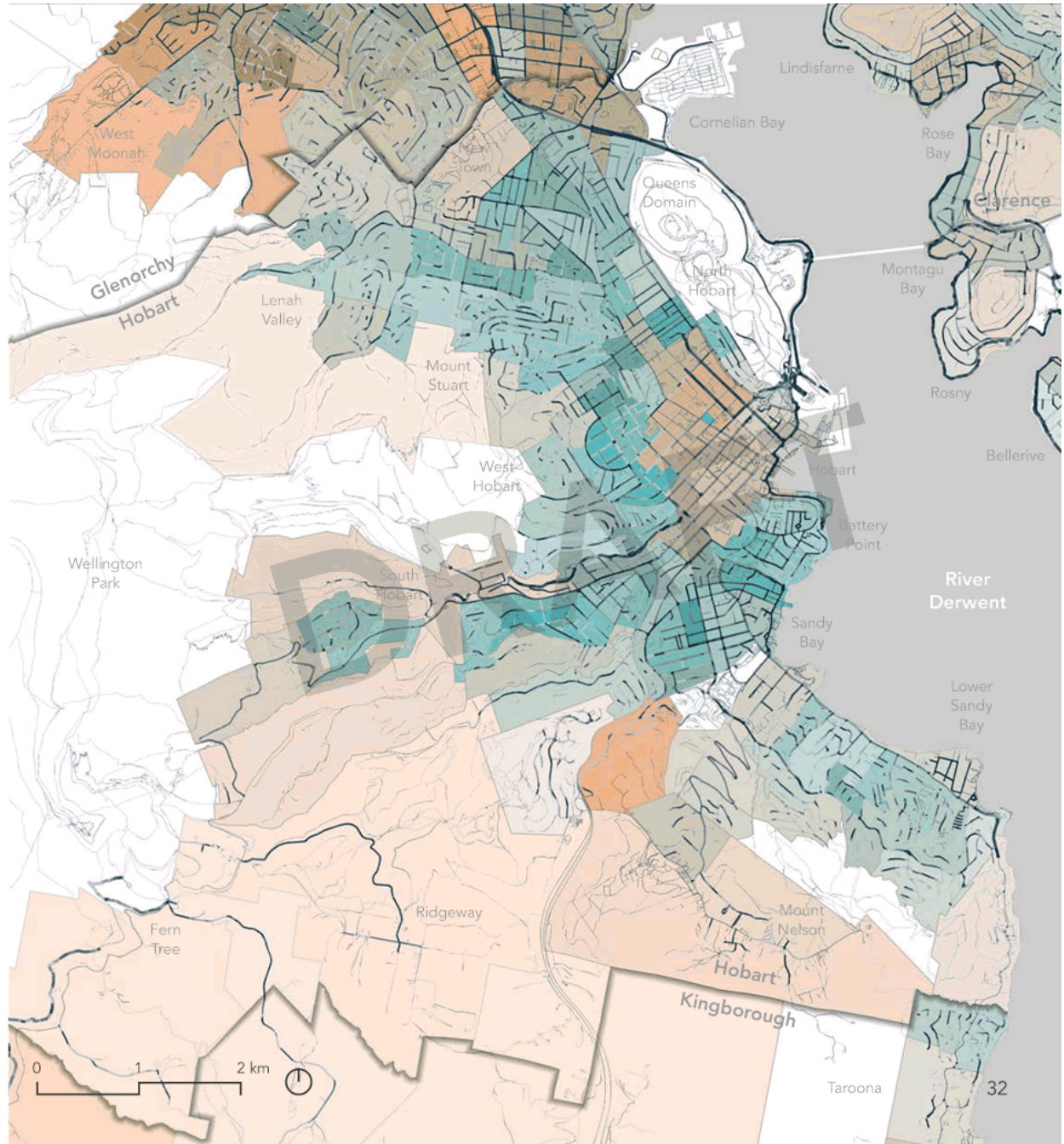
This analysis gives us a picture of where higher potential demand and where improving access to cycling could support more equitable transport choices.

The next page applies this analysis at a neighbourhood scale to support strategic planning and ensures all parts of Hobart are considered as we upgrade the bike network.



Sources: ABS Census (2021), Bicycle Network, OSM, Esri

Draft Hobart Bike Plan 2026 | Version 18 May 2026



Considering cycling appeal and transport need across Hobart

Neighbourhood	Propensity	Equity
1. Battery Point	● ● ●	● ● ●
2. Lenah Valley	● ● ●	● ● ●
3. Lower Sandy Bay	● ● ●	● ● ●
4. Mount Nelson	● ● ●	● ● ●
5. Mount Stuart	● ● ●	● ● ●
6. New Town	● ● ●	● ● ●
7. North Hobart	● ● ●	● ● ●
8. Sandy Bay	● ● ●	● ● ●
9. South Hobart	● ● ●	● ● ●
10. West Hobart	● ● ●	● ● ●

Route Classification

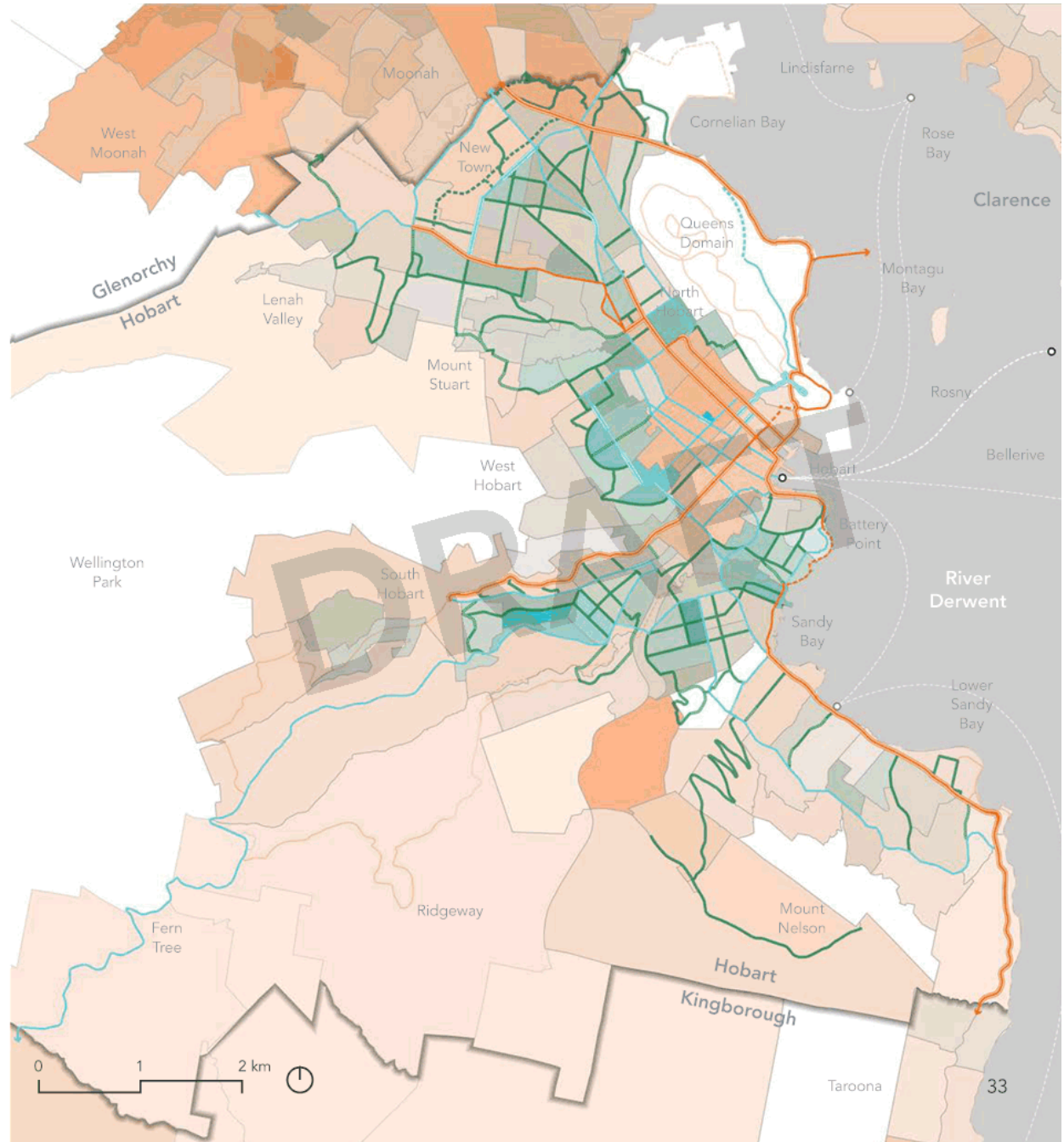
- Primary
- Secondary
- Neighbourhood
- Recreational

Route Overlays

- Existing Treatment
- - - Proposed Study
- ▄▄▄▄ E-Rideable Hill (>10% Slope)

Sources: ABS Census (2021), City of Hobart, OSM, Esri

Draft Hobart Bike Plan 2026 | Version 18 May 2026



How we will
build it and
measure
success

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Our approach to building the network has six elements.

The bike network blends existing and planned links, showing where routes will be maintained or upgraded to meet their function.

The following six elements explain how we will progressively build a safe, comfortable and connected bike network.

The projects listed are the first priorities for delivery, with improvements hoped to be completed over the next five years (by 2030-31). Implementation is subject to annual budget processes.

1. Build what we've planned

This work involves completing projects identified in regional and local planning documents including the Greater Hobart Cycling Plan and the Neighbourhood Plans, Local Area Mobility Plans (LAMPs) and School Access Travel Plans endorsed by Council.

2. Connect links

Intersections are the tricky point of the network when connectivity often breaks down. Nationally, one-quarter of crashes fatal for cyclists occur at intersections.¹ This work involves connecting gaps and getting people across busy streets safely and comfortably.

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Route Classification	Cost
Primary Route	\$ under \$250,000
Secondary Route	\$\$ under \$1 million
Neighbourhood Route	\$\$\$ over \$1 million
All area	

Augusta Road - Better Streets | \$\$\$

Collins Street (Molle to Campbell) permanent solution, subject to 2025-2027 trial | \$\$\$

Arthur Street and Mellifont Street intersection redesign | \$\$\$

Nelson Road and Olinda Grove intersection and crossing upgrades | \$\$

Sandy Bay Ferry Terminal active transport connection (Derwentwater to Waimea) | \$\$-\$\$\$

Murray Street across Macquarie and Davey Streets | \$\$

St Georges Terrace across Sandy Bay Road to Albuera Street neighbourhood route | \$\$

Source:

1 National Road Safety Data Hub. "Road crashes involving cyclists." 2024.

3. Coordinate renewals

When renewal work is happening around the city, such as kerb replacements and street resealing, this work can include making other street changes that improve conditions for walking, cycling and public transport. This enables coordinated changes which maximise the benefit for minimal marginal cost.

While this approach will lead to some disconnected routes initially, over time the network improvements will join up to create the connected network we need.

4. Maintain

Looking after the bike network shows we're serious about making cycling a safe and reliable way to get around. When paths, lanes and signs are kept in good condition, people feel confident using them. Just like roads for cars or footpaths for walking, a well-maintained bike network tells the community that this mode is valued and supported.

This work involves understanding the duration of linemarking of cycling facilities and budgeting for consistent maintenance.

Route Classification

Cost

Primary Route	\$	under \$250,000
Secondary Route	\$\$	under \$1 million
Neighbourhood Route	\$\$\$	over \$1 million
All area		

Burnett Street active transport connection (Argyle to Campbell) | \$\$

Campbell Street (Liverpool to Collins; Macquarie to Davey) protection upgrade | \$-\$\$

Cascade Road crossing upgrades | \$\$

Carlton Street neighbourhood route | \$-\$\$

Sandy Bay Road bike lane linemarking enhancement | \$

Molle Street (Goulburn to Macquarie) linemarking enhancement | \$

Cycle facility linemarking and maintenance strategy and implementation plan | \$

5. Simple treatments with big impact

This work helps us deliver small but important projects that make our higher-order routes more accessible to more people. Wayfinding, trees and plantings, safer crossings and traffic calming along neighbourhood routes all help make it more comfortable to ride or walk through a neighbourhood to reach a variety of destinations.

Neighbourhood routes, and the small improvements recommended for them, are informed by the *Neighbourhood Greenways Study* completed by the Bloomberg Harvard City Leadership Initiative Fellow in 2025.

Mellifont Street and Butterworth Street neighbourhood route | \$

Romilly and Waterworks neighbourhood route | \$\$

Wayfinding strategy and implementation plan | \$

6. Complementary initiatives

In addition to physical infrastructure, a range of complementary initiatives undertaken by the City and by community partners support the uptake and safety of cycling.

- bike parking and other end-of-trip facilities
- group bike rides and cycle skills training, including Back on your Bike and Ride2School
- route planning assistance and maps
- active travel to school activities
- community events
- safety and awareness campaigns
- Hobart E-bike Library

Bike parking strategy and implementation plan | \$

Open Streets event with a School Access Travel Plan school | \$

"Back on your Bike" training and route planning assistance | \$



Location	Source(s)	Length (km)	Investment level	Grant potential	Renewal Alignment
Augusta Road - Better Streets	Northern Suburbs LAMP, North Hobart Neighbourhood Plan; Hobart Transport Strategy; Greater Hobart Cycling Plan	2.5	\$\$\$	X	
Burnett Street active transport connection (Argyle to Campbell)	North Hobart Neighbourhood Plan; Inner Hobart TNOP	0.3	\$\$	X	X
Campbell Street (Liverpool to Collins; Macquarie to Davey) protection upgrade	Central Hobart Plan; Inner Hobart TNOP; Greater Hobart Cycling Plan	0.3	\$\$-	X	X
Collins Street (Molle to Campbell) permanent solution, subject to 2025-2027 trial	Hobart Transport Strategy; Central Hobart Plan; Inner Hobart TNOP; Greater Hobart Cycling Plan	1.2	\$\$\$		
Sandy Bay Ferry Terminal active transport connection (Derwentwater to Waimea)	Derwent River Ferry Expansion Project	0.3	\$\$-\$\$\$	X	
Sandy Bay Road bike lane linemarking enhancement	Greater Hobart Cycling Plan	0.3	\$		X
Arthur Street and Mellifont Street intersection redesign	West Hobart LAMP	Junction	\$\$\$	X	
Cascade Road crossing upgrades	South Hobart Primary SATP	Two junctions	\$\$	X	X
Murray Street across Macquarie and Davey Streets	Hobart Bike Plan	0.2	\$\$	X	
Molle Street (Goulburn to Macquarie) bike lane linemarking enhancement	Hobart Bike Plan	0.2	\$\$	X	X
Carlton Street neighbourhood route	Neighbourhood Greenways Study	1.0	\$\$-	X	X
Mellifont Street and Butterworth Street neighbourhood route	Neighbourhood Greenways Study	1.0	\$	X	
Nelson Road and Olinda Grove intersection and crossing upgrades	Mount Nelson LAMP	Junction	\$\$	X	
Romilly and Waterworks neighbourhood route	Neighbourhood Greenways Study; petition	1.4	\$\$	X	
St Georges Terrace to Albuera Street neighbourhood route	Albuera Street Primary SATP; Neighbourhood Greenways Study	0.5	\$\$	X	

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Priority projects (2026-2031)

subject to annual budget processes

Route Classification

Primary Route

Secondary Route

Neighbourhood Route

Cost

\$ under \$250,000

\$\$ under \$1 million

\$\$\$ over \$1 million

The bike plan sets a target of 10,000 daily bike trips in 2033.

The indicator of this plan's success will be uptake in daily bike trips by Hobart residents, a data point available through the the Greater Hobart Household Travel Survey. Uptake will serve as a proxy for other intended positive outcomes, including diversity of bicycle users and perceived comfort of the bike network.

The City will regularly monitor progress on our bike plan.

Progress will be monitored by reviewing:

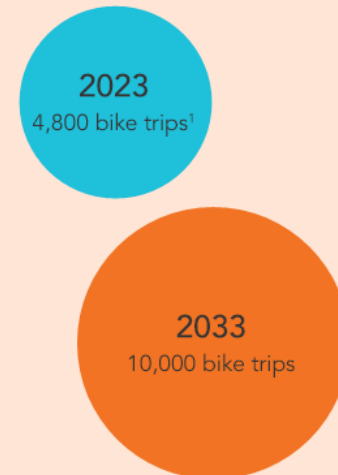
- percent of the Hobart population living with 300 metres of an existing primary or secondary route treatment
- number of schools connected by the bike network
- kilometres of primary, secondary, neighbourhood and recreational routes improved
- specific small projects and line marking relevant to the bike network completed
- partnerships and funding secured
- priorities for the following year
- post-project sentiment, targeting projects in place for at least 12 months

Success will be indicated by uptake of daily bike trips in Hobart:

A baseline is provided through the State's Greater Hobart Household Travel Survey, which found that Hobart residents took 4,800 daily bike trips in 2023.

A target of 10,000 daily bike trips is just higher than double this number (9,600).

This is in line with the draft Keeping Hobart Moving (2024) plan, which aimed to double the number of people walking, wheeling and bike riding over 10 years.



Sources:

1 Greater Hobart Household Travel Survey, 2023

Online map of planning actions

Visit hobartcity.com.au for an online bike network map and current project status.

For each bike network corridor, we list the plan(s) it is sourced from and relevant actions, whenever that information is available.

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e coh@hobartcity.com.au
w hobartcity.com.au

Attachment A
Proposed City of Hobart Contribution
RACT Community Bushfire Resilience Project.

The City's contribution of \$350,000 to the proposed 2-year RACT community bushfire resilience project consists of the following specific items.

- Provision of personnel, time, expertise, facilities, equipment, administrative support, or other non-monetary resources as mutually agreed.
- Support Community Engagement and Outreach.
- Nominate a suitably experienced Project Liaison Officer for household level virtual bushfire assessments and associated activities.
- Coordinate relevant internal departments (e.g., waste, community development, communications, emergency management) to provide inputs to the project.
- Cohost initial launch events (e.g. BBQ/town hall), including venue provision.
- Promote the Pilot through council communication channels.
- Facilitate delivery of Bushfire Attack Level aligned assessments.
- Provide relevant planning, hazard mapping, or emergency management input.
- Support scheduling and liaison for follow up verification assessments.
- Contribute technical staff time or agreed financial contribution toward assessment support.
- Verge Clearance and Green Waste Removal (number of locations/ streets TBD).
- Coordinate operational support including provision of waste skip bins or expanded curb side green waste collection during designated Street Clean Up Weekends.
- Deliver a coordinated Green Waste Week for participating streets.
- Schedule priority verge and council managed vegetation maintenance in participating streets prior to peak fire season.
- Manage contractor coordination and operational oversight consistent with council procedures.
- Waiving or subsidizing green waste disposal fees during designated periods.
- Governance Participation including quarterly Steering Committee meetings.

Attachment A

Proposed City of Hobart Contribution
RACT Community Bushfire Resilience Project.

- Support public reporting of aggregated results.



Heritage Account Special Committee Terms of Reference

The Heritage Account Special Committee is a Special Committee of the Council established under section 24 of the *Local Government Act 1993*.

1. Terms of Reference

- 1.1 The Heritage Account Special Committee is a Special Committee of the Council established under section 24 of the *Local Government Act 1993*.
- 1.2 The primary objective of the Heritage Account Special Committee is to ensure that the Council fulfils its responsibilities to administer the Heritage Account established by the *National Trust Preservation Fund Winding-Up Act 1999*.
- 1.3 In addition, the Committee will be responsible for:
 - (a) the maintenance of the Heritage Account;
 - (b) the investment of funds in the Heritage Account, in consultation with the ~~Manager Rates, Procurement and Finance Operations~~ Chief Financial Officer; and
 - (b)(c) the expenditure of funds in the Heritage Account.

2. Composition

- 2.1 The Council shall at the first Council meeting following the Council elections, confirm the Elected Member membership of the Heritage Account Special Committee which shall consist of:
 - (i) ~~three-two~~ Elected Members, with one of the appointments elected as Chairperson in accordance with the regulation ~~10-12~~ (3) (a) of the *Local Government (Meeting Procedures) Regulations 20152025*, and Council Policy 'Council and Council Committees – Meetings: Procedures and Guidelines';
 - (ii) the Chief Executive Officer or their nominee; and
 - (iii) one Council Officer with the appropriate financial experience as determined by the Chief Executive Officer.

3. Reporting Requirements and Communication Lines

- 3.1 The Heritage Account Special Committee shall provide a report on its activities to the ~~Finance and Governance Committee~~ Hobart Workshop Committee and

to Council at six monthly intervals.

4. Meetings

- 4.1 The Heritage Account Special Committee shall hold at least ~~four~~ two regular meetings per annum, and such additional meetings as the Chairperson shall decide ~~in order to~~ fulfil ~~their~~ duties. In addition, the Chairperson is required to call a meeting of the Committee if requested to do so by the Council, ~~the Hobart Workshop Committee~~ the Finance and Governance Committee or the Chief Executive Officer.
- 4.2 The Heritage Account Special Committee will ~~have a secretary who will provide clerical support~~ be supported by Council Governance, who will. ~~The secretary shall~~ be responsible, in conjunction with the Chairperson, for drawing up the agenda and circulating it, supported by explanatory documentation to Committee members prior to each meeting.
- 4.3 ~~The secretary~~ Council Governance will be responsible for keeping the minutes of the Committee and circulating them to Committee members and to others, in accordance with Council policy.

5. Consultation

- 5.1 Subject to the approval of the Council, the Heritage Account Special Committee shall have the ability to consult and engage independent experts where it considers this necessary to carry out its duties.

6. Duties and Responsibilities

- 6.1 The Heritage Account Special Committee is to administer the Heritage Account.
- 6.2 The Heritage Account Special Committee is to ensure that funds in the Heritage Account are applied for the provision of financial or other assistance in relation to an entry in:
- (a) heritage listed under a planning scheme in effect in Hobart; or
 - (b) the Tasmanian Heritage Register.
- 6.3 The Heritage Account Special Committee is to ensure that funds in the Heritage Account are not used for the payment of expenses, charges, salaries, remuneration, allowances, expenses or obligations incurred in the administration of the Heritage Account.
- 6.4 The Heritage Account Special Committee is to ensure that any funds paid into the Heritage Account and any payments made from those funds are to be separately accounted for in the records required to be kept under the *Local Government Act 1993*.

6.5 The Heritage Account Special Committee shall develop ~~and maintain a framework guidelines~~ to guide the provision of financial or other assistance from the Heritage Account.

6.5.1 In principle, the ~~framework guidelines~~ should preclude financial assistance in relation to places owned by the Council or by Commonwealth or State Government.

6.5.2 In principle, the ~~framework guidelines~~ should encourage financial assistance in cases where there is likely to be a community rather than private benefit.

6.5.3 In principle, the ~~framework guidelines~~ should incorporate a 'multiplier' effect on financial assistance, such as a retrospective award scheme.

~~6.5.4 The framework allows:~~

~~(i) 35.30% of funds investment to be invested in a Growth portfolio, split by investing:~~

~~26.73% in the Australian Share Fund, and~~

~~8.57% in the International Share Fund; and~~

~~(ii) 64.70% of funds invested to be invested in a Fixed Income portfolio, being a Long Term Fund;~~

~~(iii) The percentage split as detailed in (i), (ii) and (iii) above be reviewed by Council every two years.~~

~~(iv) A \$60,000 per annum grants program every 2 years, commencing 2021-22, plus a bi-annual adjustment in accordance with the Consumer Price Index (All Groups Hobart) issued by the Australian Bureau of Statistics.~~

~~6.5.5.4 This framework~~~~The guidelines~~ shall be subject to endorsement of the Council.

~~6.5.6.5.5~~ The Council may initiate ~~framework~~ variations ~~to the guidelines~~ in its own right at any time.

6.6 Funds in the Heritage Account shall be invested as follows:

6.6.1 35.30% of funds investment to be invested in a Growth portfolio, split by investing:

26.73% in the Australian Share Fund, and

8.57% in the International Share Fund; and

6.6.2 64.70% of funds invested to be invested in a Fixed Income portfolio, being a Long Term Fund.;

6.7 The percentage split as detailed in 6.6 (i), (ii) and (iii) above be reviewed by Council at the first Council meeting following the Council elections every two years.

6.8 The Heritage Account Special Committee will aim to preserve the real value of the funds in the Heritage Account through annual indexation in accordance with the June quarter Hobart Consumer Price Index.

6.9 The Heritage Account Special Committee is to make the following funds available for grants, made in accordance with the guidelines, on a bi-annual/ennial basis:

6.9.1 a minimum grant allocation of \$60,000; and

6.9.2 any funds in the Heritage Account held in excess of the amount specified in paragraph 6.8 after allocation of the amount specified in 6.9.1;

Last updated: ~~25 October 2021~~ May 2026

Heritage Grant Guidelines

This guideline outlines the eligibility, assessment criteria, and application process for the City of Hobart Heritage Grant.

OVERVIEW

People from all kinds of backgrounds recognise Hobart as having a particular combination of qualities that make it a special place to live. Our heritage buildings are one of our greatest loves, part of Hobart's identity and character worth protecting.

The City of Hobart's Heritage Grant was established under the provisions of the *National Trust Preservation Fund (Winding-up) Act 1999* and comes from a long-term investment fund from the 1960s set up to preserve and restore historic buildings.

WHAT CAN YOU APPLY FOR?

The Heritage Grant is available to fund future heritage projects with priority given to actual physical conservation works to heritage-listed places.

This includes works that:

- address damp problems, structural failure, subsidence, timber decay or roof deflection
- address urgent stabilisation works; or
- use traditional techniques and methods, such as lime mortar, timber joinery, reuse and retention of early and original materials.

OBJECTIVES

The works should:

- reflect [Burra Charter Principles and Practices](#)
- respect existing fabric; and
- be done by people experienced in the conservation of places of cultural significance.

Funding may also be available for conservation plans to guide conservation work that includes a commitment to physical work.

The plan should set out what is significant about a heritage-listed place, and identify the steps required in order to retain that significance. The [Burra Charter](#) explains these processes.

Funding may also be available for educational and interpretation projects related to heritage-listed places. These projects should aim to assist in the promotion and appreciation of heritage-listed places. Examples include site interpretation, brochures and educational material.

The Heritage Grant assists owners or leaseholders of heritage-listed places to prioritise future physical conservation projects that:

- are well documented
- are supported by appropriate professional advice, and
- have detailed costings.

All proposed activities should have relevant statutory approvals or evidence they are being obtained, if required, and must address any safety and risk issues.



AVAILABLE FUNDING

The maximum value of any individual grant will be \$25,000. A further \$10,000 may be made in circumstances where the Heritage Account Special Committee is satisfied that there is a significant public benefit in providing further grant funding.

Applicants must contribute at least two-thirds of the total project costs.

Not-for-profit applicants can include in-kind costs as part of their contribution to the total project cost.

WHO CAN APPLY?

Eligible applicants	Ineligible applicants
<p>Applicants must be owners or leaseholders of heritage-listed places within the City of Hobart local government area.</p> <p>The places must be listed in one of the following:</p> <ul style="list-style-type: none"> • Table C6.1 of Local Historic Heritage Code - Tasmanian Planning Scheme - Hobart • Tasmanian Heritage Register • Priority may be given to local heritage places. <p>and applicants must</p> <ul style="list-style-type: none"> ✓ be an Australian legal entity with an Australian Business Number ✓ have not received other funding from the City for the same place within the previous 10 years unless it is a public or community asset ✓ have fulfilled the conditions of all previous City of Hobart grants and have no overdue debts or outstanding compliance matter with the City ✓ have no plans to sell the property within the duration of the project or within two years after the acquittal of the grant. 	<ul style="list-style-type: none"> ✗ Current employees of or staff contractors to the City of Hobart. ✗ Elected members and their families. ✗ Federal, state and local government agencies and/or government funded agencies/bodies. This includes registered schools and training organisations. ✗ Political parties. ✗ Applicants that are insolvent, including bankruptcy or liquidation.

WHEN TO APPLY

The Heritage Grant is offered once every two years.

Applicants must submit a clear timeline for the project.

Additional documentation, including plans, relevant statutory approvals, photographs and drawings and any appropriate professional advice should be attached to the application.

It is the responsibility of the applicant to allow adequate time to obtain quotes.

ACTIVITY ELIGIBILITY

Applications for the Heritage Grant will need to demonstrate that the request for support:

- ✓ is restoration, conservation and stabilisation of significant heritage fabric
- ✓ reflects [Burra Charter Principles, Processes and Practices](#)
- ✓ uses appropriate traditional techniques and methods
- ✓ where there are physical works, engages people experienced in the conservation of places of cultural significance and rectifies problems through conservation or remedial work
- ✓ complies with relevant statutory approvals by providing evidence the approval has been or is being obtained
- ✓ is well documented, has detailed costings and uses sound heritage advice
- ✓ demonstrates that the applicant is contributing at least two-thirds of the total projects costs.

ACTIVITY INELIGIBILITY

Applications are ineligible if the request for support:

- ✗ is for works on a place that has been the subject of illegal works performed by the applicant within the last 10 years – unless it is a public or community owned asset - or the applicant has prior convictions or subject to any notices or orders relating to illegal development
- ✗ is for works on a place located within Heritage Precincts, but not individually listed in Hobart's planning scheme
- ✗ is for heritage-listed places outside of the City of Hobart local government area
- ✗ is for physical works such as new extensions, additions or for regular maintenance
- ✗ is for commercial purposes or has the potential to make a significant profit, or where the intent is to sell the property.

FUNDING USE

This grant cannot be used to fund:

- ✗ ongoing administration or operational costs of the applicant
- ✗ donations or fundraising activities that support the recurrent operations of the applicant
- ✗ contributions towards payment of rates, or repayment of debts or loans
- ✗ contingency costs
- ✗ activities that conflict with the City of Hobart strategies, values and mission.
- ✗ retrospective payments or deficit funding
- ✗ individual pursuits or professional development
- ✗ the purchase of moveable items or equipment that are not used or incorporated into the building project.
- ✗ rectification of illegal development subject to any notices or orders by Council



HOW TO APPLY

The first step is to contact the heritage team to discuss your proposal by calling 03 6238 2711 or email heritage@hobartcity.com.au.

We use the SmartyGrants system to administer the grants program, and all applications can be started at hobartcity.com.au/grants.

If you are having difficulty submitting your application, please contact the grants officer on 03 6238 2711 or email fundingprogram@hobartcity.com.au

ASSESSMENT

Assessments for Heritage Grants are undertaken by a panel of City of Hobart officers and, if required, an external representative with relevant subject matter experience. Panel recommendations are reported to the Director Strategic and Regulatory. The decision to award grants will be made by the Heritage Account Special Committee.



APPLICATION ASSESSMENT CRITERIA

Each eligible application will be assessed on its individual merit to demonstrate alignment with all four of the assessment criteria. The assessment criteria and weighting is as follows:

- | | |
|---|-----|
| 1. Demonstrate a benefit to Hobart's historic character. | 40% |
| <ul style="list-style-type: none"> • Demonstrate public benefit and improve the presentation of the place. • Illustrate that the project is for works to significant fabric and visual elements and relevant to the building/place. • Have a positive impact on the streetscape. • Provide, demonstrate and encourage good heritage practices and enhance the heritage values of the place. | |
| 2. Demonstrate the value and benefit of the proposed physical conservation work. | 25% |
| <ul style="list-style-type: none"> • Degree of structural stabilisation. • Protection of building fabric. • Degree of preservation or maintenance of significant building fabric. • Avert further damage, deterioration or erosion if the work is not undertaken. | |
| 3. Demonstrate compliance with Burra Charter principles and that suitable skilled people are involved. | 20% |
| <ul style="list-style-type: none"> • Reflect good Burra Charter principles, practices and guidelines. • Appropriateness of the conservation work in relation to the problem. • Demonstrate the receipt of and input of appropriate heritage/conservation skills and advice. | |
| 4. Demonstrates that the project is well planned, and that the project is financially viable and good value for money. | 15% |
| <ul style="list-style-type: none"> • Demonstrate good project management skills and planning. • Demonstrate good value for money. • Provide detailed costings, statutory permits (if required) and landlord consent (if required). • Agreement to provide documentation for public display. | |

SUCCESSFUL APPLICATIONS

Agreement

A formal agreement will be sent to successful applicants subject to an inspection of the property.

Inability to comply with the agreement may result in withdrawal of support.

Applicants who do not meet their obligations under a grant agreement, may not be eligible to apply for future grants.

Payment and GST

Payment information will be provided with the letter of offer. Grants will be paid in full upon completion of the activity and submission of all paid invoices.

Grant recipients registered for GST should add GST to the grant amount.

Activity variations

If there are changes to the funded activity, applicants must contact the grants officer to confirm the variation is acceptable.

This includes, but is not limited to, activity start and end dates, materials, supplies or contractors.

Acquittal

Upon completion of the activity, successful applicants will be required to acquit their grant, providing evidence of the execution of their activity, expenditure and outcomes.

Grant recipients must submit documentation suitable for the City to include on its website to demonstrate the benefits of the Heritage Grant as part of the acquittal process.

The acquittal form is available on SmartyGrants, and must be completed online within three months of the activity completion date.

Grant recipients who do not satisfactorily acquit their grant, may not be eligible for future funding and may be required to return the funds allocated to their activity.

UNSUCCESSFUL APPLICATIONS

Unsuccessful applicants are strongly encouraged to arrange a feedback session with the grants officer to discuss the results.

Feedback sessions can offer insight into the reasons behind an unsuccessful result and are valuable for future applications.

INFORMATION AND ENQUIRIES

Accessibility

If you can't access the online form or documents for this grant, please contact the grants officer to discuss how it can be adapted to suit your needs.

Documents

Copies of all City of Hobart documentation referred to throughout this guideline can be found via the hyperlinks contained in this document and on the City of Hobart website.

Contact Officer

To discuss your proposal or administration and technical matters, please contact the grants officer on 03 6238 2711 or fundingprogram@hobartcity.com.au

Capital Works Variations – March 2026

Entry No.	Category	Net Amount	Transfer From	Transfer To	Reason
1	Capital Transfer	\$0	Domain Athletic Centre Track Replacement - (\$50,000)	Program Contingency FY25/26 - \$50,000	This variation covers the project expected to be under budget.
2	Capital Transfer	\$0	Program Contingency FY25/26 – (\$60,000)	Brooker Highway Stormwater Main – DP24202 - \$60,000	This variation covers the additional budget required to proceed with the contract awarded for the new preferred tenderer after a retender process.
3	Capital Transfer	\$0	Program Contingency FY25/26 – (\$115,000)	Stormwater Relining Program - \$115,000	This variation covers the additional budget required to proceed with the contract awarded for the preferred tenderer for both Elizabeth and Murray Street locations.
4	Capital Transfer	\$0	Elizabeth St - Macquarie to Davey – Overlay – (\$77,838)	Program Contingency FY25/26 - \$77,838	This variation covers a reduction to the budget following a competitive tender process.
5	Capital Transfer	\$0	Program Contingency FY25/26 – (\$39,628)	DKHAC - Ceiling Insulation and Moisture Barrier - \$39,628	This variation covers additional funding required due to project timeline surpassing the original expected duration.
6	Capital Transfer	\$0	Program Contingency FY25/26 – (\$180,000)	Wellesley Park Fencing Project - \$180,000	This variation covers the Council approval to fund Stage 1 of the new fully fenced off-lead dog park at Lower Wellesley Park in 2025-26, moved forward from the 2026-27 Priority 1 list.
7	Capital Transfer	\$0	Program Contingency FY25/26 – (\$102,347)	DKHAC Tile 50m concourse - \$102,347	The variation covers the additional cost to allow the remainder of stages 8 and 9 to be completed and therefore completing the entire project.

Entry No.	Category	Net Amount	Transfer From	Transfer To	Reason
8	Capital Transfer	\$0	DKHAC - Rectification Critical Roofing Works & Design - (\$244,903)	Program Contingency FY25/26 - \$244,903	This variation requests the remaining budget being returned to the contingency fund as this project is completed.
9	Capital Transfer	\$0	Program Contingency FY25/26 - (\$82,098)	Parks Playground Equipment Renewal FY25-26 - \$82,098	This variation requests additional funding required to provide accessible play equipment, accessible rubber soft fall and minor landscaping to an area of the Long Beach Reserve.
10	Grant Funding Increase	\$103,520		Marlyn Rd Bridge	Additional revenue from the Australian Government grant carried forward that was not included at the original Budget Estimates.
10	Capital Expenditure Increase	\$103,520		Marlyn Rd Bridge	In line with additional grant revenue increase from the Australian Government.
11	Capital Transfer	\$0	Program Contingency FY25/26 - (\$250,799)	Strickland Ave - Old Farm to Huon - Reseal Prep - \$250,799	This variation covers project cost increases due to changes in scope. Road pavement had deteriorated more significantly than anticipated at the time of project design.
12	Capital Transfer	\$0	Program Contingency FY25/26 - (\$249,000)	Elizabeth Street 325 stormwater relining - \$249,000	This variation covers the additional cost of the project, following a new open tender process and preferred provider selected.
13	Capital Transfer	\$0	Waterworks Rd 121 Retaining Wall - (\$320,000)	Program Contingency FY25/26 - \$320,000	This variation returns funds to contingency due to on-site works scheduled to commence in 2026-27.

Trust Deed for
The City of Hobart Charitable Trust

Draft

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Trust deed for The City of Hobart Charitable Trust

Date ▶

Between the parties

Founder **[Name of Founder]**
 [insert Founder address]

Trustee **City of Hobart Charity Limited**
 (A.C.N.)

- Recitals
- 1 The Founder wishes to establish a fund for the purposes outlined below.
 - 2 The Founder has paid the Settled Sum to the Trustee to hold on the trusts outlined in this deed and in accordance with the relevant law.
-

This deed witnesses as follows:

1 Name

The Trust is to be known as **The City of Hobart Charitable Trust**.

2 Definitions and interpretation

2.1 Definitions

In this deed:

Term	Meaning
Advisory Committee	a committee established under clause 11.
ACNC Act	<i>Australian Charities and Not-for-profits Commission Act 2012</i>
Associate	as outlined in section 318 of the ITAA 36.
Charitable	Charitable within: <ul style="list-style-type: none"> • the Governing Law; and • the laws of the Commonwealth.
Commissioner	the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97.
Commissioner of the ACNC	the Commissioner of the Australian Charities and Not-for-profits Commission for the purposes of the ACNC Act.
Deductible Contribution	a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the purpose of the Trust.
Donor	the donor of a Gift or a Deductible Contribution to the Trust.
Eligible Entity	a fund, authority or institution: <ol style="list-style-type: none"> 1. which is Charitable; and 2. gifts to which are deductible under item 1 of the table in section

30-15 of ITAA 97.

Financial Year	the period from the date of this deed to the following 30 June and then each period of 12 months beginning on 1 July and ending on 30 June in each year or such other period as agreed to by the Commissioner.
Gift	a gift as described in item 2 of the table in section 30-15 of the ITAA 97 to the Trust.
Governing Law	the laws of the jurisdiction named in clause 17.
Hobart City Council	the Hobart City Council, a body corporate incorporated under the provisions of the <i>Local Government Act 1993</i> (Tas) of 16 Elizabeth Street, Hobart in Tasmania, and its successor entity created as a result of the merger of the Hobart City Council with one or more other local government bodies.
ITAA 36	the <i>Income Tax Assessment Act 1936</i> .
ITAA 97	the <i>Income Tax Assessment Act 1997</i> .
Officer	Officer of the Trustee includes a director, a member of a committee of management or any other controlling body of the Trustee.
Private ancillary fund	a trust that is a private ancillary fund as described in section 426-105 of schedule 1 to the TAA 53 and endorsed by the Commissioner as a deductible gift recipient under Subdivision 30-BA of ITAA 97.
Public ancillary fund	a trust that is a public ancillary fund as described in section 426-102 of schedule 1 to the TAA 53 and endorsed by the Commissioner as a deductible gift recipient under Subdivision 30-BA of ITAA 97.
Public ancillary fund guidelines	the Public ancillary fund guidelines, as in force from time to time, made under section 426-103 of Schedule 1 to the TAA 53 and endorsed by the Commissioner as a deductible gift recipient under Subdivision 30-BA of ITAA 97.
Relevant Law	<ol style="list-style-type: none"> 1 the Public ancillary fund guidelines; 2 an Act of which the Commissioner has the general administration (including a part of an Act to the extent to which the Commissioner has the general administration of the part); 3 regulations under such an Act (including such a part of an Act); 4 where the Trust is registered as a charity under the ACNC Act, an Act of which the Commissioner of the ACNC has the general

- administration (including a part of an Act to the extent to which the Commissioner of the ACNC has the general administration of the part);
- 5 regulations under such an Act (including such a part of an Act); and
- 6 any other statute, regulation or law applicable to Public ancillary funds.

Responsible Person an individual who:

- 1 performs a significant public function;
- 2 is a member of a professional body having a code of ethics or rules of conduct;
- 3 is officially charged with spiritual functions by a religious institution;
- 4 is a director of a company whose shares are listed on the Australian Securities Exchange;
- 5 has received formal recognition from government for services to the community;
- 6 is an individual before whom a statutory declaration may be made; or
- 7 is approved as a Responsible Person by the Commissioner.

Settled Sum \$100.

TAA 53 the *Taxation Administration Act 1953*.

Trust the Trust established under this deed.

Trustee the person named in this deed as the Trustee and any other Trustee for the time being of the Trust.

Trust Fund

- 1 the Settled Sum;
- 2 all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund including all Gifts and Deductible Contributions;
- 3 all income of the Trust Fund including income earned or to which it is entitled;
- 4 all accretions to the Trust Fund;
- 5 all accumulations of income;
- 6 all money, investments and property from time to time representing the above or into which they are converted; and includes any part of the Trust Fund.

Trust Purpose the purpose outlined in clause 4.

2.2 Interpretation

In this deed unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to this deed means this deed as originally executed and as from time to time lawfully amended;
- (c) a reference to any legislation or legislative instrument or a provision of any legislation or legislative instrument, includes any amendment to that legislation or legislative instrument or provision, any consolidation or replacement of that legislation or legislative instrument or provision, and any subordinate legislation or legislative instrument made under that legislation or legislative instrument; and
- (d) a reference to a donation includes a Gift.

2.3 Headings

Headings are used for convenience only and do not affect the interpretation of this deed.

3 Declaration of trust

The Founder and the Trustee declare that the Trustee must hold the Trust Fund on the trusts, with the powers and subject to the provisions in this deed.

4 Trust Purpose

4.1 Payment and application of the Trust Fund

- (a) The Trustee must pay or apply the Trust Fund solely for the purpose of providing money, property or benefits to or for Eligible Entities or the establishment of Eligible Entities as the Trustee decides, in accordance with the Public ancillary fund guidelines.
- (b) Where gifts to an Eligible Entity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a payment or application of the Trust Fund must be made in accordance with those conditions.

4.2 Factors Trustee may consider

In exercising its discretions under clause 4.1, the Trustee may have regard to:

- (a) any recommendations of an Advisory Committee; and
- (b) the provisions and objects, so far as they are consistent with the Trust Purpose, of any other trust (including a Trust established by a testamentary instrument) where:
 - (1) the capital of the other trust has been transferred to or otherwise vested in the Trustee to hold on the Trusts of this deed; and
 - (2) the Trustee of the other trust has requested the Trustee to recognise the provisions or objects of the other trust in exercising the Trustee's discretions and powers under this deed.

4.3 Policies and rules

For the purpose of paying or applying the Trust Fund, the Trustee may:

- (a) formulate policies;
- (b) make rules in connection with a policy; and
- (c) revoke or amend a policy or rule and formulate others.

4.4 Not-for-profit entity

The Trust is established as and must operate as a not-for-profit entity.

4.5 In Australia

The Trust is established in and must operate only in Australia.

4.6 Invited to contribute

The public must be invited to contribute to the fund.

4.7 Sub-funds

- (a) The Trustee may maintain a management account in respect of Gifts and Deductible Contributions from a particular donor or group of donors.
- (b) The management account may be used to record receipts from a donor or group of donors, money received because of those Gifts and Deductible Contributions and payments or applications from the management account.
- (c) The donor or group of donors (or persons nominated by the donor or group of donors) may make requests or indicate preferences, as to the name of the management account, and as to the payments or applications from the account.
- (d) The Trustee is under no obligation to comply, and the Trustee may not agree or give an assurance that it will comply, with any request or preference.
- (e) The management account forms part of the Trust Fund and is not a separate fund.
- (f) The management account may not be separately invested or be separately accounted for in the statutory financial statements of the Trust.
- (g) The Trustee may at any time cease to maintain the management account and account for the money and investments in the general accounts for the Trust Fund.
- (h) The Trustee may provide reports of the investments and application of the management account to the donor or group of donors but is not under an obligation to do so.
- (i) The Trustee may formulate rules and policies relating to the maintenance of the management account provided they are not contrary to this Trust Deed or any requirements of the Commissioner.

4.8 Portability

Subject to the agreement of the Commissioner and if permitted by the Public ancillary fund guidelines, and notwithstanding clause 4.1, the Trustee may pay or apply the Trust Fund or any part of it to or for a Private ancillary fund, or to or for another Public ancillary fund, provided the trusts of the Private ancillary fund or other Public ancillary fund are limited to trusts for the provision of money, property or benefits to or for Eligible Entities, or the establishment of Eligible Entities.

5 Transaction that is uncommercial and benefits

5.1 Transaction that is uncommercial

- (a) The Trustee may not enter into any transaction that is uncommercial when entered into, unless the transaction is:
- (1) with a deductible gift recipient covered by item 1 in the table in section 30-15 of the ITAA 97; and
 - (2) is in course of furtherance of the Trust Purpose;
- unless the transaction is on terms more favourable to the Trust than would otherwise be expected under an arm's length transaction.
- (b) In clause 5.1(a), a transaction that is uncommercial is the provision of a financial or other benefit on terms which:
- (1) would not be reasonable in the circumstances if the benefit were provided on an arm's length basis; or
 - (2) are more favourable to the recipient than the terms referred to in clause 5.1(b)(1);
- and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

5.2 Benefits

Apart from a payment or application in accordance with clauses 4.1, 5.1, 9 or 14, or a payment or application allowed by the Commissioner, no part of the Trust Fund may be paid or applied, directly or indirectly, to or for:

- (a) a Trustee;
- (b) a member, director, employee, agent or Officer of a Trustee;
- (c) a Donor;
- (d) a Founder; or
- (e) an Associate of any of these entities.

6 Qualifications of Trustee

6.1 Corporation

- (a) Each Trustee must be a corporation to which paragraph 51(xx) of the Commonwealth of Australia Constitution Act applies or a body corporate that is incorporated in a Territory.
- (b) The board of directors and any other controlling body must comprise three or more persons the majority of which must be Responsible Persons.
- (c) The Responsible Persons must be active directors of the Trustee if the Trustee is a company, or if the Trustee is another type of corporation, the Responsible Persons must be active members of the board of directors or any other controlling body of that corporation.

6.2 Other Trustees

Despite clause 6.1, where in accordance with the Relevant Law each Trustee need not be a corporation to which paragraph 51(xx) of the Commonwealth of Australia Constitution Act applies or a body corporate that is incorporated in a Territory, each Trustee must be:

- (a) a corporation as described in clause 6.1;
- (b) three or more persons the majority of which must be Responsible Persons;
- (c) a Public Trustee of a state or territory; or
- (d) prescribed under section 426-102(1)(a)(ii) of Schedule 1 of the TAA 1953.

6.3 Qualifications not met

- (a) If the requirements in clauses 6.1 or 6.2 are at any time not met the Trustee must not exercise any discretion or power until the requirements are met except:
 - (1) for the purpose of exercising a statutory power to appoint a new or additional Trustee;
 - (2) to protect the Trust Fund; or
 - (3) in the case of urgency.
- (b) If the requirements in clauses 6.1 or 6.2 are at any time not met and if the Trustee does not have or is unable to exercise a statutory power of appointing a new or additional Trustee as outlined in 6.3(a) the Trustee may by writing appoint a new or additional Trustee.

6.4 Appointment and removal of trustee

- (a) The power to appoint a new trustee in place of the Trustee or in addition to and jointly with the Trustee and the power to remove the Trustee is, subject to the following provisions of this clause, vested in **Hobart City Council**.
- (b) Where a trustee or an additional trustee is appointed pursuant to the power of appointment contained in this clause, the trust fund at that time vests in the person, or jointly in the persons, who thereupon becomes the trustee without the necessity for any vesting, declaration, transfer, conveyance or other assurance.
- (c) The power to appoint a trustee contained in this clause must only be exercised if the trustee to be appointed is eligible to be appointed and act as trustee in compliance with this Deed.
- (d) The power to appoint or remove a trustee may be exercised by Deed.
- (e) Nothing in this deed is to be taken as limiting the right to appoint a corporation or a resident of a place outside Tasmania or Australia as trustee.
- (f) Notwithstanding any other provision contained in this deed, a sole Trustee hereof for the time being is hereby authorised notwithstanding that they are a sole Trustee to receive capital and other moneys and to give valid and effectual receipts thereof for all purposes and for the purpose of any statutory enactments including the receipt of capital moneys or moneys which may or may not be deemed to be capital moneys.
- (g) The place of the Trustee who retires, resigns or is removed may be filled by a sole appointment or the appointment of more than one new trustee.
- (h) Upon the resignation, retirement or removal of the Trustee, the Trustee (if a company by its responsible officer) must promptly, at the expense of the Trust (where such expense is necessary and properly incurred):
 - (i) hand to the new trustee all books, records, documents and other property of or pertaining to the Trust;
 - (ii) do all things necessary to transfer the legal title in the assets of the trust fund to the new trustee;

- (iii) sign such authorities and given such direction as the new trustee sees necessary or desirable to give possession or control of such trust property as may be in the hands of third parties; and
- (iv) give such assistance as the new trustee may reasonably require to put the new trustee into full knowledge of the affairs of the Trust.

7 Trustee's powers

7.1 Powers

The Trustee must invest money of the Trust Fund only in a way in which Trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia and may, to the extent consistent with the Public ancillary fund guidelines and, where relevant, consistent with the Trust's investment strategy:

- (a) change an investment for any others or vary the terms and conditions on which an investment is held;
- (b) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (c) borrow or raise or secure the payment of money and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
- (d) take and act on the opinion of a barrister practising in Australia in relation to the interpretation or effect of this deed or any of the trusts or powers of this deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction;
- (e) take any action for the adequate protection or insurance of any part of the Trust Fund;
- (f) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (g) subject to the trusts of this deed, generally:
 - (1) perform any administrative act; and
 - (2) whether or not the Trustee is under any legal obligation to make the payment, pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses:
 - (A) of or incidental to the Trust Fund or its management, winding up, ceasing to be a Public ancillary fund, or revocation of endorsement as a deductible gift recipient under Subdivision 30BA of the ITAA 97; or
 - (B) in connection with the preparation, execution, stamping and amending of this deed;
- other than a payment of, or reimbursement for, any penalties under section 426-120 of Schedule 1 to the TAA 53;
- (h) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;
- (i) engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (j) accept as part of the Trust Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or property to or in favour of the Trust

Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this deed;

- (k) decline or otherwise refuse to accept as part of the Trust Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property;
- (l) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any Eligible Entity to occupy the property on the terms and conditions the Trustee thinks fit; and
- (m) do all other things incidental to the exercise of the Trustee's powers under this deed.

7.2 Powers are supplementary

The powers and discretions in clause 7.1 are to be treated as supplementary or additional to the powers vested in Trustees by law.

8 Compliance

- (a) Before exercising a discretion or power vested in the Trustee under any provision of this deed or by law, the Trustee must ensure that the proposed exercise is in accordance with the Public ancillary fund guidelines.
- (b) The Trustee must comply with all relevant Australian laws, all legally binding directions given to the Trustee by the Commissioner and all requirements contained in the Public ancillary fund guidelines.

9 Indemnity for breaches of trust

9.1 Indemnity

Subject to clause 9.2, the Trustee and any Officer, agent or employee of the Trustee, where purporting to act in the exercise of the trusts of this deed or in the exercise of powers or discretions under this deed is entitled to be indemnified from the Trust Fund in respect of any loss, liability, costs and expenses relating to:

- (1) entering into this deed or any deed amending this deed;
- (2) establishing, operating, administering, amending, terminating and winding up the Trust; or
- (3) all matters incidental to the Trust; and

all liability incurred (including liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to above including, but not limited to, the Trustee performing its duties and exercising its powers and discretions under this deed.

9.2 Limitations

Notwithstanding clause 9.1, the Trustee and any Officer, agent or employee of the Trustee is prohibited from being indemnified from the Trust Fund if the loss, liability, cost or expense is attributable to:

- (a) the dishonesty of that Trustee, Officer, agent or employee of the Trustee;
- (b) gross negligence or recklessness of that Trustee, Officer, agent or employee of the Trustee;

- (c) a deliberate act or omission known by that Trustee, Officer, agent or employee of the Trustee to be a breach of trust; or
- (d) penalties under section 426-120 of Schedule 1 to the TAA 53.

10 Returns, and giving material to the Commissioner in compliance with Australian law and the Relevant Law

10.1 Returns

If required by law or by the Commissioner to do so, the Trustee must give to the Commissioner a return for each financial year within the period required by the Commissioner.

10.2 Requirements about giving material to the Commissioner

The Trustee must comply with the requirements about giving material to the Commissioner required by Subdivision 388 of Schedule 1 to the TAA 53 and the Public ancillary fund guidelines.

10.3 Valuation

The market value of the assets of the Trust Fund must be estimated as required by the Public ancillary fund guidelines.

10.4 Trustee to keep accounts

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund and must comply with the record keeping obligations of deductible gift recipients required by Subdivision 382-B of Schedule 1 to the TAA 53 and the Public ancillary fund guidelines.

10.5 Financial statements

As soon as practicable after the end of each financial year the Trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of that financial year in accordance with the accounting standards.

10.6 Audit or Review

- (a) Each financial year, the Trustee must arrange for an audit of the financial statements and compliance with the Public ancillary fund guidelines by the Trust and the Trustee by a person registered as a company auditor in accordance with the Public ancillary fund guidelines.
- (b) Notwithstanding subclause 10.6(a), if permitted by the Public ancillary fund guidelines for a particular financial year, the Trustee may instead of an audit arrange for a review of the financial statements and compliance with the Public ancillary fund guidelines by the Trust and the Trustee by a registered company auditor or an individual who is taken to be a registered company auditor for the purposes of section 324BE of the *Corporations Act 2001*.
- (c) The audit or review must be finalised before the date on which the Trustee is required to give a return to the Commissioner for the relevant financial year.

10.7 Receipts

- (a) The Trustee may receive capital and other money and give valid receipts for all purposes (even if the Trustee is a sole Trustee) including:
 - (1) those of any statute; and
 - (2) the receipt of any capital money which may or may not be deemed to be capital money for the purposes of any law relating to settled land;
- (b) The Trustee must issue a receipt for each Deductible Contribution and for each Gift upon request.
- (c) Receipts must state the information required by section 30-228 of the ITAA 97 and the Public ancillary fund guidelines.

10.8 Investment strategy

- (a) The Trustee must prepare and maintain an investment strategy in a written form which enables the Trustee, an auditor or the Commissioner to determine whether the Trustee has complied with and is complying with the Public ancillary fund guidelines and other Australian laws.
- (b) The Trustee must implement the investment strategy and make investment decisions in accordance with the investment strategy.

11 Advisory Committees

- (a) The Trustee may establish Advisory Committees and appoint and remove, or make provision for the appointment and removal of, members of Advisory Committees.
- (b) Each Advisory Committee may consist of a single individual or the number of individuals that the Trustee decides.
- (c) The functions of each Advisory Committee will be decided by the Trustee and, subject to the Trustee's decision, will be to advise the Trustee on how payments or applications of income and capital should be made under clause 4.
- (d) The Trustee may specify:
 - (1) the manner in which proceedings of each Advisory Committee are to be conducted;
 - (2) the matters which the Advisory Committee must have regard to in carrying out its functions; and
 - (3) any other matters concerning the Advisory Committee or its functions that the Trustee decides.

12 Patrons

The Trustee with the consent of the **Hobart City Council** may appoint one or more patrons of the Trust.

13 Amending this deed

13.1 General

The Trustee may by deed revoke, add to or vary any of the provisions of this deed, so long as:

- (a) they do so with the consent of the **Hobart City Council**; and
- (b) no part of the Trust Fund becomes subject to any trusts other than trusts for the provision of money, property or benefits to or for Eligible Entities; and
- (c) unless the Commissioner consents to the revocation, addition or variation:
 - (1) no amendment is made to clause 1, or is made materially affecting clauses 4, 5, or 7.1 or the definition of Trust Fund in clause 2.1;
 - (2) no amendment is made that is contrary to the requirements of, or would result in the Trust not complying with, the Public ancillary fund guidelines; and
 - (3) no amendment is made to this clause 13 so as to permit this deed to be amended in a manner prohibited by subclauses 13.1(c)(1) to 13.1(c)(2); and
- (d) the Trustee notifies the Commissioner of the ACNC or the Commissioner of the amendment within 21 days in accordance with the Public ancillary fund guidelines.

14 Trustee's remuneration and expenses

The Trustee may apply the Trust Fund to:

- (a) pay fair and reasonable remuneration for the services of the Trustee in administering the Trust at a rate not exceeding 1.056% annually (GST inclusive) of the gross value of the Trust Fund; and
- (b) pay, or reimburse the Trustee for, reasonable expenses incurred as Trustee of the Trust;

but may not apply the Trust Fund for a payment of, or reimbursement for, any penalties under section 426-120 of Schedule 1 to the TAA 53.

15 General

15.1 Receipts by others

The receipt of the person purporting to be the treasurer, secretary or other proper Officer of any recipient of a payment or application of income or capital from the Trust Fund is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

15.2 Trustee's discretions and powers

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable at its absolute and uncontrolled discretion.

15.3 Personal interest of Trustee

Subject to the requirements of clause 5 and the Relevant Law, the Trustee and any Officer of the Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law even though the Trustee or that person:

- (a) has or may have a direct or personal interest or a conflict of fiduciary duty in the method or result of exercising the power or discretion; or
 - (b) may benefit either directly or indirectly from the exercise of any power or discretion;
- and even though the Trustee is a sole Trustee.

15.4 Delegation of powers

Subject to the requirements of clause 6 and the Relevant Law, the Trustee may by power of attorney or otherwise delegate to any person any of the discretions or powers given to it under this deed. The exercise of any of the discretions or powers of this deed by an attorney or delegate is valid and effectual and binds all persons interested under this deed.

15.5 Trustee's decisions

The Trustee may decide:

- (a) whether any money is to be considered as capital or income;
- (b) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
- (c) all questions and matters of doubt arising in the execution of the trusts of this deed.

Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this deed.

16 Winding up

- (a) Upon whichever is the earliest of the winding up of the Trust, it ceasing to be a Public ancillary fund, or the revocation of the Trust's endorsement as a deductible gift recipient under Subdivision 30-BA of the ITAA 97 the Trustee must pay or apply any assets of the Trust Fund remaining after the satisfaction of all its debts and liabilities to or for Eligible Entities, as the Trustee decides.
- (b) Where gifts to an Eligible Entity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the ITAA 97 are satisfied, a payment or application under this clause must be made in accordance with those conditions.

17 Governing law

This deed is governed by the laws of Tasmania.

Signing page

Executed as a deed

Founder

Signed sealed and delivered by
[Name of Founder]

sign here ► _____

print name _____

in the presence of

sign here ► _____
Witness

print name _____

Trustee

Signed sealed and delivered by
City of Hobart Trustee Pty Ltd (A.C.N.)
by

sign here ► _____
Company Secretary/Director

print name _____

sign here ► _____
Director

print name _____

Constitution of
City of Hobart Charity Limited
(A.C.N.)

DRAFT

Preliminary

1. Name of the company

The name of the **company** is The City of Hobart Charity Limited.

2. Type of company

The **company** is a not-for-profit public company limited by guarantee, established to operate only as the Trustee of **The City of Hobart Charitable Trust**, a registered charity.

Definitions and interpretations

3. Definitions

In this constitution:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

ACNC means the Australian Charities and Not-for-Profit Commission;

ASIC means the Australian Securities and Investments Commission;

business day means a day on which banks are open for business, other than a Saturday, Sunday or public holiday in the location of the **company's** registered office;

commissioner means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97;

company means the City of Hobart Charity Limited (A.C.N.....);

Corporations Act means the *Corporations Act 2001* (Cth);

chairperson and chair means an individual elected by the directors to be the **company's** chairperson pursuant to this constitution;

general meeting means a meeting of members, including an annual general meeting;

Hobart City Council means the Hobart City Council, a body corporate incorporated under the provisions of the *Local Government Act 1993* (Tas) of 16 Elizabeth Street, Hobart in Tasmania;

members present means, in connection with a **general meeting**, **members present** in person, present by use of audio- or audio-visual technology, by **representative** or by proxy at the meeting.

members' resolution has the meaning given by this constitution;

registered charity means a charity registered under the **ACNC Act**;

representative means a person appointed to represent an incorporated member in accordance with this constitution;

responsible person means an individual who:

- (a) performs a significant public function;
- (b) is a member of a professional body having a code of ethic or rules of conduct;
- (c) is officially charged with spiritual functions by a religious institution;
- (d) is a director of a company whose shares are listed on the Australian Securities Exchange;

- (e) has received formal recognition from government for services to the community;
- (f) is an individual before whom a statutory declaration may be made; or
- (g) is approved as a **responsible person** by the **commissioner**;

special resolution means a resolution:

- (a) of which notice has been given as required by this constitution; and
- (b) that has been passed by at least 75% of the votes cast by **members present** and entitled to vote on the resolution;

surplus assets means any **company** assets that remain after paying all the **company's** debts and other liabilities, including the costs of winding up;

The City of Hobart Charitable Trust means The City of Hobart Charitable Trust, a registered charity; and

virtual meeting platform means any technology or combination of technologies that allows members to participate in a meeting, including by asking questions verbally and in writing, without being physically present at the meeting.

4. Reading this constitution with the Corporations Act

- (a) The replaceable rules set out in the **Corporations Act** do not apply to the **company**.
- (b) Unless otherwise stated, a word or expression that is defined in the **Corporations Act** or used in the **ACNC Act** and covering the same subject has the same meaning as in this constitution.

5. Signing documents

Where the constitution says that an individual (such as a member, representative or director) must sign a document, the individual may:

- (a) sign a physical form of the document by hand, or
- (b) sign an electronic form of the document using an electronic signature, in a way that identifies each person and indicates their intention.

Individuals may also sign separate copies of a physical or electronic document if each copy has the same wording.

6. Interpretation

In this constitution:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and
- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

Charitable purposes and powers

7. Purpose

The **company's** purpose is to act only as the Trustee of **The City of Hobart Charitable Trust**, a registered charity.

8. Powers

The **company**:

- (a) has all the powers of a natural person;
- (b) has all the powers of a body corporate;
- (c) has all the powers of a company limited by guarantee under the **Corporations Act**; and
- (d) has all of the powers of the Trustee of **The City of Hobart Charitable Trust** provided for by the rules of that Trust.

9. Not-for-profit

The income and assets of the **company** must be applied solely to carry out the company's purpose.

The **company** must not distribute any income or assets directly or indirectly to its members, except as provided in this constitution or the following:

- (a) paying a member for goods or services they have provided, or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**, or
- (b) making a distribution of income or assets to a member in furtherance of the **company's** charitable purpose(s).

10. Amending the constitution

- (a) The members may amend this constitution by passing a **special resolution**.
- (b) Any amendment to this constitution will take effect from the date of the **special resolution**, or from any later date specified in the resolution.

Members

11. Membership Classes

There will be one class of members.

12. Membership

The members of the **company** are the **Hobart City Council**.

13. Register of members

The secretary must keep a register of members which includes the following information:

- (a) name, including the name of any representative of an incorporated member;
- (b) an email address or postal address nominated by the member for receiving notices, and
- (c) date the membership started.

14. No admission of members

No additional members may be admitted.

15. No removal of members

No member may be removed.

16. Members' rights and opportunities

A member or their appointed representative can:

- (a) attend and vote at **general meetings**;
- (b) raise a dispute;
- (c) ask the directors to call a **general meeting**, pursuant to this constitution;
- (d) put forward resolutions at **general meetings**, pursuant to this constitution;
- (e) be made a director of the **company**;
- (f) inspect the members' register free of charge; and
- (g) inspect the **company's** records.

17. Members' responsibilities

A member must:

- (a) comply with the **company's** constitution;
- (b) notify the **company** if they change their name or address for notices; and
- (c) provide the member guarantee specified in this constitution.

18. Transfer of membership

Subject to the following, members cannot transfer their membership or their rights as members to another individual or incorporated body.

Hobart City Council may transfer its membership or rights as member to a body corporate or other entity created as a result of the merger of the Hobart City Council with one or more other local government bodies.

19. Membership fees

No membership or other fee is payable by members.

General meetings of members

20. Accountability to members

- (a) The company must take reasonable steps to be accountable to its members, for example by holding an annual general meeting or sending a report about its activities and finances to members each financial year.
- (b) The directors may also call a **general meeting** at any time.

21. Members can request a general meeting

21.1 How members can request a general meeting

Members can request that the directors call a **general meeting**, by sending a written request to the **company** that states any resolution to be proposed at the meeting.

21.2 Directors must then hold a general meeting

The directors must:

- (a) within 21 days of the members' request, give all members notice of a **general meeting**, and
- (b) hold the **general meeting** within one month of the members' request.

21.3 If the directors do not call a requested meeting

- (a) If the directors do not call the meeting within 21 days of being requested to the members may call a **general meeting**.
- (b) The members must:
 - i. as far as possible, follow the procedures for a **general meeting** as set out in this constitution; and
 - ii. hold the **general meeting** within three months of the request being given to the **company**.
- (c) The **company** must reimburse the members who request the **general meeting** for any reasonable expenses they incur because the directors did not call and hold the meeting.

22. Using technology to hold meetings**22.1 A virtual meeting platform may be used**

The **company** may hold a hybrid or virtual-only **general meeting** using an appropriate **virtual meeting platform**.

22.2 If the general meeting is virtual only

If the **general meeting** is held using only a **virtual meeting platform**, then

- (a) the meeting location is taken to be the registered office of the **company**, and
- (b) the meeting time is taken to be the time at the **company's** registered office.

22.3 If the general meeting is hybrid only

If the **general meeting** is held at more than one physical venue (whether or not it is also held using a **virtual meeting platform**), then:

- (a) the meeting location is taken to be the main physical venue of the meeting, as set out in the notice of the meeting, and
- (b) the meeting time is taken to be the time at the main physical venue of the meeting, as set out in the notice of the meeting.

23. Providing notice of a general meeting**23.1 When notice of a general meeting must be given**

The notice of a **general meeting** must be given at least 21 days before the meeting to:

- (a) each member; and
- (b) each director.

23.2 When short notice of a general meeting can be given

The notice of a **general meeting** may be provided less than 21 days before the meeting date if the members agree beforehand.

23.3 What the notice must include

The notice of a **general meeting** must be in writing and include:

- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, hybrid or virtually, the **virtual meeting platform** that will be used);
- (b) a statement regarding the member's right to request documents be sent to them in electronic or physical form or request to not be sent documents;
- (c) the general nature of the meeting's business;
- (d) if applicable, that a **special resolution** will be proposed, as well as the wording of the proposed resolution; and
- (e) a statement that members have the right to appoint proxies and that, if a member appoints a proxy:
 - i. the proxy does not need to be a member;
 - ii. the proxy form must be delivered to the **company** at either its registered address or the address (including an electronic address) specified in the notice of the meeting; and
 - iii. the proxy form must be delivered to the **company** at least 48 hours before the meeting.

23.4 Meeting or notice not invalidated

A meeting or notice of meeting is not invalidated only because of the accidental omission to give notice of the meeting or the non-receipt by any person of notice of the meeting.

24. Quorum at general meetings**24.1 What is a quorum**

For a **general meeting** to be held, all of the members must be present (in person, by proxy or by **representative**).

24.2 How is a quorum calculated

When determining if there is a quorum, a person may only be counted once. If they are a **representative** or proxy of more than one member, they may be counted as present for each of the different members.

24.3 Quorum must be present

No business can be conducted at a **general meeting** if there is not a quorum present. A quorum must be present for the whole **general meeting**.

24.4 If there is no quorum

If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to a date, time and place of the chair's choosing. If the chair does not specify one or more of those things, the meeting is adjourned to:

- (a) if no date is specified – the same day in the next week
- (b) if no time is specified – the same time, and

- (c) if no venue or **virtual meeting platform** is specified – the same venue and **virtual meeting platform**.

If no quorum is present at this resumed meeting within 30 minutes after the starting time set for the meeting, then the meeting is cancelled.

25. Right of non-members to attend meetings

The members or the chair of a **general meeting** may invite any person to attend and address a **general meeting**.

26. Representatives of members

26.1 Incorporated members may appoint a representative

An incorporated member may appoint as a **representative**:

- (a) one or more individuals to represent the member at meetings and to sign and agree to resolutions; and
- (b) the same individual(s) or another individual or individuals for the purpose of being appointed or elected as a director.

26.2 How to appoint a representative

The appointment of a **representative** by a member must:

- (a) be in writing;
- (b) include the name of the person;
- (c) be signed on behalf of the member;
- (d) confirm the length of the appointment, which may be for a set number of meetings, or for a duration of time or standing (ongoing);
- (e) be given to the **company** or, for representation at a meeting, be given to the chair before the meeting starts; and
- (f) be recorded in the register of members.

26.3 Rights of representative

A **representative** has all the rights of a member relevant to the purposes of the appointment (during any relevant timeframe) as a **representative**, including to appoint a proxy.

26.4 Multiple representatives

If more than one individual is appointed as **representative**, then:

- (a) when they represent the member at meetings and to sign and agree to resolutions, may only act jointly; and
- (b) when they are appointed as a Director they may each act individually.

27. Choosing a chair for a general meeting

The **chairperson** is entitled to chair **general meetings**.

The **members present** who are entitled to vote at a **general meeting** may choose a director or member to be the chair for that meeting if:

- (a) there is no **chairperson**, or
- (b) the **chairperson** is not present within 30 minutes after the starting time set for the meeting, or

- (c) the **chairperson** is present but does not wish to act as the meeting's chairperson.

28. Role of the chair in a general meeting

The chair is responsible for the conduct of the **general meeting** and must give members a reasonable opportunity to make comments and ask questions (including to the auditor if there is one).

29. No casting vote

The chair does not have a casting vote.

30. Adjournment of meetings

- (a) If a quorum is present, a **general meeting** must be adjourned if the majority of members in attendance direct the chair to do so.
- (b) Only unfinished business may be dealt with at a meeting resumed after an adjournment.
- (c) If a **general meeting** is adjourned for one month or more, the members must be given new notice of the resumed meeting.

Members' resolutions and statements

31. Members may propose resolutions and give statements

31.1 When can members propose resolutions and give statements

Members may give written notice signed by the members to the **company** of a resolution they propose to move for a proper purpose at a **general meeting** (**members' resolution**), with the wording of the resolution set out in full.

31.2 Members' resolutions must be considered

If the **company** has been given notice of a **members' resolution**, the resolution must be considered at the next **general meeting** held no more than one month after the notice is given.

31.3 Distributing notice of proposed resolution and statement

The **company** must give all its members notice of the **members' resolution** or a copy of the **members' statement** at the same time, or as soon as practicable afterwards, and in the same way as it gives notice of a **general meeting**.

32. Resolutions of members without a general meeting

32.1 When a resolution may be passed without a general meeting

The directors may put a resolution to the members to be passed without a **general meeting** being held, except where the **Corporations Act** or this constitution expressly require a meeting to be held.

32.2 When is a resolution passed

A resolution is passed if at least 75% of the members entitled to vote on the resolution sign or agree to the resolution.

32.3 How a resolution may be passed

The members may sign in the way set out in clause 5. Alternatively, the **company** may send a resolution by email to members, and members may agree to it by sending a reply email to that effect and including the text of the resolution in their reply.

32.4 Status of resolutions

A resolution be passed without a **general meeting** being held has the same status and validity as if it were passed at a **general meeting**.

Voting at general meetings

33. Voting at general meetings**33.1 Number of votes for each member**

Each member has one vote.

33.2 Challenge to member's right to vote

A member or the chair may only challenge a person's right to vote at the time of the **general meeting**. The chair must then decide whether the person may vote. The chair's decision is final.

33.3 How voting is conducted

Before a vote is taken, the chair must note whether any proxy votes with a voting direction have been received and, if so, how the proxy votes will be cast.

Voting must be conducted and decided by:

- (a) a show of hands
- (b) a vote in writing, or
- (c) another method chosen by the chair that is fair and reasonable in the circumstances.

33.4 When a resolution is passed

- (a) A resolution (other than a special resolution) is passed if at least 50% of the total votes are in favour of the resolution being passed.
- (b) If there is a vote conducted by a show of hands, the chair's decision is conclusive evidence of the result of the vote by show of hands. The chair and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

33.5 When and how a vote in writing may be demanded

A vote in writing may be demanded on any resolution instead of, or after, a vote by a show of hands by:

- (a) any of the **members present**; or
- (b) the chair of the meeting.

33.6 When and how a vote in writing must be held

A vote in writing must be conducted at the chair's direction, but must be held immediately if it is demanded for the following:

- (a) the election of a chair; or

(b) to decide whether to adjourn the meeting.

33.7 **Withdrawing**

A demand for a vote in writing may be withdrawn.

34. **Proxies**

34.1 **Appointment of proxy**

A member may appoint a proxy to attend and vote at a **general meeting** on their behalf. The member can decide how long the appointment is for. For example, it can be for a set number of meetings, or for a duration of time or standing (ongoing).

A proxy does not need to be a member.

34.2 **What a proxy can and can't do**

A proxy appointed to attend and vote for a member has the same rights as the member to:

- (a) speak at the meeting;
- (b) vote in writing (but only in the manner allowed by the appointment); and
- (c) demand a vote in writing.

A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).

A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting in person or by technology.

34.3 **How a proxy votes**

When a vote in writing is held, a proxy:

- (a) does not need to vote, unless the proxy appointment specifies the way they must vote;
- (b) must vote in the way specified on the proxy form, if applicable; and
- (c) may cast votes in different ways (if the proxy is also a member or holds more than one proxy).

34.4 **How to appoint a proxy**

An appointment of a proxy (by using a proxy form) must be signed by the member appointing the proxy and must contain:

- (a) the member's name and address;
- (b) the **company's** name;
- (c) the proxy's name or the name of the office held by the proxy; and
- (d) the length of the appointment, measured as a set number of meetings, or for a duration of time or standing (ongoing).

Proxy forms must be delivered to the address specified in the notice under clause 23.3(e) at least 48 hours before a meeting. The chair may accept late notices.

34.5 **Validity**

Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:

- (a) revokes the proxy's appointment;

- (b) revokes the authority of a **representative** or agent who appointed the proxy;
- (c) is mentally incapacitated; or
- (d) dies.

Directors

35. Number of directors

The **company** must have at least three and no more than nine directors.

36. Responsible Person Requirement

A majority of the directors must be **responsible persons**, and those directors must be active directors of the **company**.

37. Who can be a director

An individual is eligible to be a director if they:

- (a) are a member, or a **representative** of a member appointed pursuant to this constitution;
- (b) are 18 years of age or older;
- (c) have a director identification number;
- (d) give the **company** their signed consent to act as a **company** director; and
- (e) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

38. Appointment of a director

- (a) The initial directors are the individuals who have agreed to act as directors and who are named as proposed directors in the application for **company** registration; and
- (b) the members may elect a director by passing a resolution. Each election must be by separate resolution.

39. The directors may appoint a director

The directors may appoint an individual as a director to fill a casual vacancy or as an additional director.

40. What happens if there are too few directors

If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act but only:

- (a) in an emergency;
- (b) for the purpose of increasing the number of directors to three or the number required to form a quorum; or
- (c) to call a general meeting.

41. Election of chairperson

The directors must elect a director as the **company's chairperson** and may decide the period for which that person is to be **chairperson**.

The **chairperson's** responsibilities include:

- (a) managing board meetings, including setting the agenda;
- (b) ensuring directors receive accurate, timely, and clear information;
- (c) ensuring effective communication with members; and
- (d) managing disputes to ensure the **company** is run effectively.

42. Term of office

- (a) Elected directors hold office for a term of two years and are eligible for re-election for further terms of two years each, and a maximum service limit of 10 consecutive years, unless the members resolve to extend the maximum service limit for a particular director.
- (b) Directors appointed to fill a casual vacancy hold that office until the end of the term that would have been served by the former director they are replacing. Time spent filling a casual vacancy does not count towards a maximum service limit.

43. When a director ceases to be appointed

A director ceases being a director if they:

- (a) resign in writing to the secretary;
- (b) are a **representative** of a member, and the member notifies the **company** that the **representative** is no longer a **representative**;
- (c) are removed from office pursuant to this constitution;
- (d) are appointed for a term of office and are not reappointed;
- (e) are disqualified from being a director under the **Corporations Act** or the **ACNC Act**; or
- (f) die.

44. Removal of a director

The members may remove a director by passing a resolution at a **general meeting**.

Powers of directors

45. Powers of directors

45.1 Powers

- (a) The directors may exercise all the powers of the company except any powers that, under the **Corporations Act** or this constitution, may only be used by members.
- (b) The directors may borrow or raise money, charge any property or business of the **company** or give any other security for a debt, liability or obligation of the **company**.

45.2 Responsibilities

The directors are responsible for managing and directing the activities of the **company** to carry out the company's purpose.

The directors must decide on the responsible financial management of the **company** including:

- (a) any suitable written delegations of power under clause 46, and
- (b) how money will be managed – including how electronic transfers must be authorised, signed off or otherwise approved.

45.3 Limitations

The directors cannot remove a director. Directors may only be removed by a resolution of the members passed at a **general meeting**.

46. Delegation of directors' powers

46.1 Directors may delegate powers

The directors delegate any of their powers and functions to:

- (a) a committee;
- (b) a particular director;
- (c) a **company** employee (such as a chief executive officer); or
- (d) any other person, as they consider it appropriate to do so.

46.2 Record-keeping

The **company** must keep appropriate records of any delegations of powers.

47. Payments to directors

The **company** must not pay fees for acting as a director (also called sitting fees). This does not stop the **company** from making the following types of payments:

- (a) paying a director for work they do for the **company** other than as a director; or
- (b) reimbursing a director for expenses they've properly incurred for work in connection with the **company's** affairs.

Any payment made under this clause must be no more than is fair and reasonable to the **company** and approved by the directors.

48. Execution of documents

The **company** may execute a document if the document is signed in accordance with clause 5 by:

- (a) two directors of the **company**;
- (b) a director and the secretary; or
- (c) an individual or a combination of individuals authorised by the board for that purpose.

49. Validity

An act carried out by a director, or by a meeting of directors, or by a committee attended by a director, is not invalid just because:

- (a) of a defect in the appointment of the director;
- (b) the individual is disqualified from being a director or has vacated office; or
- (c) the individual is not entitled to vote.

if that circumstance was not known by the individual or the directors or committee, when the act was carried out.

Duties of directors

50. Governance Standards

The company must comply with the **ACNC** Governance Standards and, if applicable, ACNC External Conduct Standards.

51. Duties of directors

The directors must comply with their duties:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;
- (b) to act in good faith in the best interests of the **company**, and to further purpose(s) of the **company**;
- (c) to not misuse their position as a director;
- (d) to not misuse information they gain in their role as a director;
- (e) to disclose any perceived or actual material conflicts of interest;
- (f) to ensure that the financial affairs of the **company** are managed responsibly; and
- (g) to not allow the **company** to operate while it is insolvent.

52. Conflicts of interest

A director who has a perceived or actual material conflict of interest in a **company** matter must notify the other directors of that matter.

The perceived or actual material conflict of interest, including the nature and extent of the interest and the relationship of the interest to the **company**, must also be recorded in the register of interests.

Each director who has a material personal interest in a matter must not:

- (a) be present at the meeting while the matter is being discussed; or
 - (b) vote on the matter;
- unless
- (c) their interest arises because they are a member of the **company**, and the other members have the same interest;
 - (d) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company**;

- (e) their interest relates to a payment by the **company** under clause 75 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**;
- (f) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter; or
- (g) the directors who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**, and
 - ii. says that those directors are satisfied that the interest should not stop the director from voting or being present.

Directors' meetings

53. Directors' meetings

53.1 When the directors meet

The directors may decide how, where, when and how often they meet.

53.2 Calling directors' meetings

A director may call a directors' meeting by giving reasonable notice to all other directors, or by the secretary giving reasonable notice of the meeting to all directors. The notice can be in writing or by any other means of communication.

53.3 Chairperson for directors' meetings

The **chairperson** must chair directors' meetings.

The directors at a directors' meeting may choose another director to chair that meeting if the **chairperson**:

- (a) is not present within 30 minutes after the starting time set for the meeting, or
- (b) is present but does not want to act as **chairperson** of the meeting.

Where the votes on a proposed resolution are equal, the chair of the meeting does not have a second or casting vote, and the vote is taken as lost.

53.4 What is a quorum

The quorum for a directors' meeting is the presence of a majority of directors and must always be present during a directors' meeting.

53.5 If a quorum cannot be maintained

- (a) If a directors' meeting cannot maintain a quorum due to one or more directors having a conflict of interest that prevents them from being present when a matter is discussed, directors may put the matter to the members at the next **general meeting**, or at an earlier time if it is reasonable to do so.
- (b) The members can pass an ordinary resolution to deal with the matter.

54. Using technology to hold directors' meetings

The directors may hold their meetings (including hybrid meetings) by using any **virtual meeting platform**.

A director may only withdraw their consent to use the agreed-to platform within a reasonable period before the meeting.

55. Passing directors' resolutions at a meeting

A directors' resolution must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

56. Resolutions of directors without a meeting

A resolution can be passed without a meeting if all the directors entitled to vote on the resolution sign or otherwise agree to the resolution by:

- (a) the method set out in clause 5, or
- (b) confirming their agreement by reply email to the **company** within five business days.

The resolution is passed when the last director signs or otherwise agrees to the resolution.

Secretary

57. Appointment of secretary

- (a) The **company** must have at least one secretary, who may also be a director.
- (b) The secretary must be at least 18 years old.
- (c) The secretary must give the **company** their signed consent to become a secretary before being appointed by directors.
- (d) The directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- (e) The initial secretary is the individual who has agreed to act as a secretary and who is named as a proposed secretary in the application for **company** registration.

58. Role of secretary

The directors may delegate the following to the secretary:

- (a) maintaining a register of the **company's** members;
- (b) maintaining the minutes and other records of **general meetings** (including notices of meetings), directors' meetings and resolutions; and
- (c) notifying **ASIC** and the **ACNC** of applicable changes, such as the resignation or appointment of a director, change of address, or change to the constitution.

59. How to stop being a secretary

The secretary stops being secretary if they:

- (a) resign in writing to the **company**;
- (b) are removed by resolution of the directors;

- (c) are disqualified from managing corporations under the **Corporations Act** or the **ACNC Act**; or
- (d) die.

Financial matters

60. Funds

The **company's** money must be deposited into a **company** bank account. The directors may decide to maintain a 'petty cash' fund for minor and incidental expenses. Withdrawals or deposits from the petty cash fund must be recorded.

61. Company's financial year

The **company's** financial year is from 1 July to 30 June.

Minutes and records

62. Records of members' meetings

The **company** must, within one month, make and keep the following records:

- (a) minutes of proceedings and resolutions of **general meetings**;
- (b) minutes of any other resolutions of members; and
- (c) a copy of a notice of each **general meeting**.

63. Records of directors' meetings

The **company** must, within one month, make and keep the following records:

- (a) minutes of proceedings and resolutions of directors' meetings;
- (b) minutes of proceedings and resolutions of meetings of any committees; and
- (c) minutes of any other resolutions of directors.

64. Signing minutes

64.1 Minutes of a meeting

The directors must ensure that minutes of a **general meeting** or a directors' meeting are signed in accordance with clause 5 and by:

- (a) the chair of the meeting; or
- (b) the chair of the next meeting.

64.2 Minutes of resolutions without meetings

The directors must ensure that the passing of a resolution without a meeting (of members or directors) is recorded and signed by a director within a reasonable time after the resolution is passed.

65. Financial and related records

The **company** must make and keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance; and
- (b) enable true and fair financial statements to be prepared and to be audited.

The **company** must also keep written records that correctly record its operations.

Records may be kept in physical or electronic format.

66. Inspecting the register of members

The **company** must allow members (and non-members upon payment of a fee) to inspect the register of members. To inspect the register, the person must submit their request in writing with their name, address and the purpose of their request.

Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members as members or in a manner approved by the **company**.

67. Inspection of records

- (a) The company must give a member access to the records set out in clause 62.
- (b) The directors may give a member access to other records of the company. The directors may choose to provide limited access or redacted copies of these records.

68. How long records must be kept for

- (a) The **company** must retain its records for at least seven years.
- (b) The directors must take reasonable steps to ensure that the **company's** records are kept safe.

69. Directors' access to documents

- (a) A director has a right to access the **company's** financial records at all reasonable times.
- (b) The directors may resolve to give a director or former director access to other records, including documents provided for, or available to, the directors.

Dispute resolution

70. Dispute resolution

70.1 Application

This procedure applies to disputes under this constitution between a director and:

- (a) a member;
- (b) one or more directors; or
- (c) the **company** itself.

70.2 Acts valid pending dispute resolution

The provisions of this constitution apply and all acts by members, directors and the **company** remain valid and with full force and effect notwithstanding that:

- (a) they relate to a matter in dispute, whether or not that dispute has then been resolved;
- (b) they occur during the course of this procedure; or
- (c) this procedure is not complied with, in whole or in full.

70.3 Notice of dispute resolution

Those involved in the dispute must try to resolve it between themselves either within 14 days of becoming aware of it, or within a timeframe agreed on by those involved. If the dispute cannot be resolved within 14 days or within a timeframe agreed on by those involved, they must:

- (a) inform the **company's** directors in writing;
- (b) agree or request that a mediator be appointed; and
- (c) attempt in good faith to settle the dispute through mediation.

70.4 Choosing a mediator

If those involved in the dispute cannot agree on the choice of mediator, then the president of the law institute or society in the state or territory in which the **company** has its registered office will choose the mediator.

70.5 Conditions of appointment as a mediator

A mediator:

- (a) must not have a personal interest in the dispute; and
- (b) must be unbiased.

70.6 Obligations of each party

Each party must do their best to resolve the dispute at the mediation conference.

The terms of any agreement reached between the parties must be provided to the **company**.

70.7 Costs of Mediation

The costs of the mediator, and the reasonable costs of each party of and related to the mediation and this procedure must be paid by the **company**.

Notice

71. What is notice

Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 72 to 74 unless specified otherwise.

Clauses 72 to 74 do not apply to a notice of proxy under clause 34.4.

72. Notice to the company

Any communication under this constitution may be given to the **company**, the directors or the secretary by:

- (a) delivering it to the **company's** registered office;
- (b) posting it to the **company's** registered office or to another address the **company** chooses for notice to be provided to; or
- (c) sending it to an email address the **company** has notified members is the **company's** email address.

73. Notice to members

Written notice or any communication under this constitution may be given to a member:

- (a) in person;
- (b) by sending it to the email address of the member (if any) nominated by the member for service of notices;
- (c) by posting it to, or leaving it at, the postal address of the member (if any) nominated by the member for service of notices; or
- (d) by notifying the member via an email address they nominate that the notice is available for access via a website, in electronic form or at a specified place or address, if the member agrees to this method.

If a member elects to receive documents in physical form or electronic form, the **company** must take reasonable steps to send documents in the preferred manner.

74. When notice is taken to be given

If a notice is:

- (a) delivered in person, or left at the recipient's physical address, then it is taken to be given on the day it is delivered;
- (b) sent by post, then it is taken to be given on the seventh **business day** after it is posted to the recipient's address, and postage costs are paid for;
- (c) sent by email, or other electronic method, then it is taken to be given when it is sent, unless the sender receives an automated message that the notice has not been delivered; or
- (d) given under clause 73(d), then it is taken to be given on the **business day** after notification of the notice being available is sent, unless the sender receives an automated message that the notice has not been delivered.

If the delivery or receipt of a notice is not on a **business day**, or is after 5pm on a **business day**, it is deemed to be received at 9am the following **business day**.

Indemnity, insurance and directors' access

75. Indemnity

The company indemnifies its officers against any liability incurred in that capacity (other than to the company or a related body corporate), unless the liability did not arise out of conduct in good faith. In this clause and clause 76, 'officer' includes a director or secretary, and includes a director or secretary after they have stopped holding that office.

The indemnity is a continuing obligation and is enforceable by an officer:

- (a) even if that individual is no longer an officer; and
- (b) is enforceable without that individual first having to incur any expense or make any payment.

76. Insurance

To the extent permitted by law (including the **Corporations Act**), and if the directors consider it appropriate, the **company** may pay a premium for a contract that insures a current or former **company** officer against any liability they incur in that role.

Winding up

77. Winding up voluntarily

If permitted by law, the members may pass a **special resolution** at a **general meeting** to wind up the **company** voluntarily.

78. Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **company**, unless that member or former member is a charity which meets the requirements in clause 79.

79. Distribution of surplus assets

79.1 Distribution

Any **surplus assets** that remain on the winding up of the **company** must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 7, and
- (b) which also prohibits the distribution of any **surplus assets** to its members to at least the same extent as the **company**.

79.2 Making the decision

The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of members at or before the time of winding up. If the members do not make this decision, the directors can do so. Failing that, the **company** may apply to the Supreme Court to make this decision.

80. Liability of members limited to the guarantee

Each member must contribute an amount not more than \$10 (the guarantee) to the property of the **company** if the **company** is wound up:

- (a) while they are a member, or within 12 months after they stop being a member; and
- (b) if at the time of winding up, the debts and liabilities the **company** incurred before they stopped being a member, exceed the **company's** assets. These debts and liabilities also include any costs incurred in winding up the **company**.

The liability of each member is limited to the amount of the guarantee.

End.

DRAFT

Section 28ZK (7) of the *Local Government Act 1993* requires that any person who receives a determination report must keep the determination report confidential until the report is included within an item on the agenda for a meeting of the relevant council. Failure to do so may result in a fine of up to 50 penalty units.

Local Government Act 1993

CODE OF CONDUCT PANEL DETERMINATION REPORT HOBART CITY COUNCIL CODE OF CONDUCT

Complaint brought by Deputy Mayor, Cr Zelinda Sherlock, against Cr John Kelly

Code of Conduct Investigating Panel

- Lynn Mason AM (Chairperson),
- Roseanne Heyward (Local Government Member)
- Audrey Mills (Legal Member)

Date of Determination: 28 August 2025

Content Manager Reference: C35913

Summary of the complaint

A code of conduct complaint was submitted by Cr Sherlock to the Hobart City Council CEO on 16 October 2024.

The complaint alleged that during the Ordinary Council Meeting of 16 September 2024, Cr Kelly breached the following parts of the *Local Government (Code of Conduct) Order 2024* (the Order):

PART 7 - Relationships with community, councillors and council employees

1. *An elected member must–*

- (a) treat all persons fairly; and*
- (b) not cause a reasonable person offence or embarrassment; and*
- (c) not bully or harass a person.*

2. *A councillor must –*

(a) listen to, and respect, the views of other councillors in council and committee meetings and all other proceedings of the council; and

(b) endeavour to ensure that issues, not personalities, are the focus of debate.

Initial assessment

Following receipt of the complaint, the Assessor conducted an assessment of the complaint in accordance with the requirements of section 28ZA of the *Local Government Act 1993* (the Act). Having assessed the complaint against the provisions of sections 28ZB and 28ZC of the Act, the Assessor determined that:

- The whole of the complaint should be investigated, as he did not deem it to be frivolous, vexatious, or trivial;
- Cr Sherlock had made a reasonable effort to resolve the issue that is the subject of the complaint;
- There were aspects of the complaint that, if proven, could result in a finding of breach Parts 7.1 and 7.2 of the Code;
- Having made enquiries of the Code of Conduct Executive Officer, there was no relevant direction under section 28ZB(2) or 28ZI of the Act that would apply to the complainant and the complaint.¹

On this basis, the Assessor determined that the complaint should be investigated.

The complainant and the respondent councillor were notified of the outcome of the initial assessment by letter dated 17 December 2024.

Summary of the complaint

The complaint alleged that Cr Kelly had:

- reacted in an inappropriate and disproportionate manner during the Council meeting of 16 September 2024, after Cr Sherlock had expressed her disappointment about the number of elected members who had failed to put themselves forward for nomination to a committee;
- acted in a way that was derogatory and harassing towards Cr Sherlock, making her feel unsafe;
- continued to harass and bully Cr Sherlock after the meeting was adjourned by the Lord Mayor.

Investigation

In accordance with section 28ZE of the Act, the Code of Conduct Investigating Panel (the Panel) investigated the complaint.

The following documents were presented to the Panel to consider as evidence in this matter:

- Cr Sherlock's complaint submitted under cover of statutory declaration, 16 October 2024, 5pp, and including a video recording taken on Cr Sherlock's phone during an adjournment of the Ordinary Council meeting of the Hobart City Council on 16 September 2024;
- Cr Kelly's response to the complaint, submitted under cover of a statutory declaration, 31 January 2025, 15pp, including
 - a witness statement from Cr Louise Bloomfield, 30 January 2025, 2pp;
 - a witness statement from Ald Marti Zucco, submitted under cover of a statutory declaration, 30 January 2025, 1p;
 - a witness statement from Cr Louise Elliot, submitted under cover of a statutory declaration, 28 January 2025, 1p;

¹ Section 28ZB(2) and 28ZI of the Act enable the Chairperson or the Panel (as applicable) to issue a direction to a complainant in prescribed circumstances not to make a further complaint in relation to the same matter unless the complainant provides substantive new information in the further complaint.

- Witness statement from Cr Ryan Posselt, submitted under cover of a statutory declaration, 28 October 2024, 1p;
- Witness statement from Cr Bill Harvey, submitted under cover of a statutory declaration, 22 October 2024, 1p;
- Cr Sherlock's comments on the Cr Kelly's response, submitted under cover of a statutory declaration, 27 February 2025, 14pp;
- Further response from Cr Kelly, submitted under cover of a statutory declaration, 26 March 2025, 7pp;
- Witness statement from Cr Will Coats, 1 August 2025, 2pp;
- The *Local Government (Code of Conduct) Order 2024*.

The Panel met on 4 February 2025, 4 March 2025 and on 4 April 2025. All submissions and statements were considered by the Panel. At the outset of the investigation, Cr Kelly raised his concerns on two matters: the composition of the Panel, and the admissibility of the video recording taken on Cr Sherlock's phone. Both matters were responded to by the Panel.

In accordance with section 28ZG of the Act, the Panel determined to conduct a hearing into the matter.

Hearing

As per section 28ZH of the Act, the Code of Conduct Panel held a hearing on 4 August 2025 in the Executive Building, Murray Street Hobart. Cr Sherlock called Crs Ryan Posselt and Bill Harvey as witnesses, and Cr Kelly called Cr Will Coats as his witness. Cr Coats appeared by video link.

The Chairperson opened the hearing with a statement about the procedures to be followed, and a summary of those parts of the complaint being investigated.

Both Cr Kelly and Cr Sherlock, and the witnesses, took the oath or read the affirmation statement prior to giving their evidence or making statements to the Panel.

1. Cr Sherlock reiterated her reasons for lodging the complaint in her opening statement. She repeated the words spoken by the Lord Mayor during the council meeting of 16 September 2024, during debate on Item 14 Council Governance Review, when the Lord Mayor made a ruling on a Point of Order, and specifically noted that the words being used by Cr Sherlock during her intervention in the debate could not be taken as offensive to a reasonable person; thus the Point of Order was overruled.
2. Cr Kelly was permitted to question Cr Sherlock at the conclusion of her opening statement. He asserted that there had only been two meetings of the Planning Committee (the Committee) cancelled because of the absence of a quorum, not three or four as stated by Cr Sherlock. He questioned what evidence there had been of unfavourable community comment regarding the cancellation of the Committee meetings, and Cr Sherlock responded that there had been commentary in *The Pulse*, and the *Mercury* newspaper, and online.

Cr Kelly then asked if he was a member of the Committee, despite not having nominated. Cr Sherlock responded that he was not a member of the nominated Committee, but that if he attended a meeting, he would be co-opted onto the committee for the duration of that meeting, and would therefore be able to vote.

Further questions were asked by Cr Kelly and answered by Cr Sherlock regarding the committee and the number of nominees.

Cr Kelly questioned Cr Sherlock about the gestures he used during his words to her in the exchange which is the subject of this complaint. Cr Sherlock stated that it was not only the gestures which she found to be derogatory and offensive and threatening, but also the tone and manner of his speaking.

3. Cr Kelly then responded to the complaint. He explained at length the previous committee structures of the Council and the roles he had played in those committees. When asked by the Chairperson simply to respond to the complaint about his behaviour during the meeting of 16 September 2024, he contended that his record of participation in council duties accounted for his reaction to Cr Sherlock's intervention, viz., he was offended, and considered that the provocation was *so great* because, as he described it, Cr Sherlock's words unfairly described him and were a *total misrepresentation*. He said it was *all about my credibility*. He described Cr Sherlock's tone of voice as *really heated*. He considered that his reaction had been *normal*.

Cr Kelly said that in telling Cr Sherlock that she was disgusting, he was expressing *his strong disapproval* of how he was being *vilified and humiliated*. He said that he had *owed it to himself and to the public*. He said that he had had to 'protect his honour' by responding as he did.

4. Cr Coats appeared at approximately 12.18 pm as a witness for Cr Kelly. Cr Coats provided a brief description of the relevant events at the council meeting of 16 September 2024, and was then questioned by Cr Sherlock. Cr Coats said he did not think that Cr Kelly had been shouting, although he conceded that *voices may have been raised in a very heated meeting*. He described the meeting as an environment where there was a heightened risk of confrontation occurring, and he did not consider that Cr Kelly's response to Cr Sherlock was premeditated. In responding to questioning from the Panel, Cr Coats said that he thought Cr Kelly's response had been *candid and direct*, but that Cr Kelly was upset, rather than angry. Cr Coats said that he did not see threatening or aggressive behaviour from Cr Kelly towards Cr Sherlock.

During Cr Kelly's questioning of Cr Coats, Cr Kelly tried to ask Cr Coats a question about the admissibility of video recordings taken on a personal phone during a council meeting. The Chairperson disallowed the question on the grounds that the opinion of Cr Coats could carry no weight on this matter, as it was a legal question. Cr Kelly was told that he could make submission on the matter in his closing statement.

5. Cr Harvey appeared as a witness for Cr Sherlock. He appeared at approximately 12.49 pm. He said that all elected members had the right to say what they felt, and have the right to be heard and be listened to, and not make personal remarks about other elected members. He noted that the Lord Mayor, as chairperson of the meeting, was under *an enormous amount of pressure* because of the behaviour of another elected member, and there was an escalation in the tension in the meeting room.

Cr Harvey said that there were words spoken that were inappropriate, including the word 'disgusting' used by Cr Kelly to describe Cr Sherlock. He also said that it was

inappropriate to gesture aggressively and point to Cr Sherlock as Cr Kelly had done. In answer to questions from Cr Sherlock, Cr Harvey said that he personally was offended by what Cr Kelly had said in the meeting itself, and that he was 'shocked' by the words and gestures made by Cr Kelly. He said he had been worried about Cr Sherlock's reaction to Cr Kelly's words and gestures, that she looked *stunned*. He reiterated that he had advised Cr Kelly during the adjournment to *keep it cool John* with the intention of de-escalating the situation. He said that he did not consider Cr Kelly's behaviour to have been justified, as *we are all entitled to have an opinion*. He described Cr Kelly's language as offensive and uncalled for.

Cr Sherlock's support person, Mr John Abetz, left the hearing at approximately 1.06 pm. He was reminded by the Chairperson before he left that the hearing was closed, and that he must not reveal anything he had heard or seen in the room to any other person.

6. Cr Posselt appeared as a witness for Cr Sherlock. He appeared at approximately 1.07 pm. He stated that the council meeting had descended into a *degree of chaos* as a result of the *bad behaviour* of some elected members. He said that he had witnessed Cr Kelly using *aggressive and threatening language* towards Cr Sherlock. He said that he had seen Cr Sherlock's reaction to Cr Kelly and had tried to intervene, whereupon he said that he *had got a mouthful as well*.

The Panel asked Cr Posselt about the *aggressive manner* of Cr Kelly's address to Cr Sherlock. Cr Posselt noted that the Lord Mayor had already asked Cr Kelly to desist, but Cr Kelly had persevered.

Cr Kelly had no questions for Cr Posselt. Cr Sherlock asked Cr Posselt if he had heard her say that she felt threatened by Cr Kelly, and Cr Posselt replied that he had heard her say that, and he understood her feeling threatened by Cr Kelly in light of what he described as the *male/female, older man/younger woman dynamic*.

Cr Posselt left the hearing at approximately 1.22 pm and after a short break, the hearing resumed. Cr Kelly was asked if he wished to add anything to his statement in response to the complaint, but he declined to add anything at this point.

7. Cr Kelly was then questioned about this statements to the hearing. In answer to a question from the Panel about the words he had used in talking to Cr Sherlock, and whether he considered them appropriate in a council meeting, he responded that 'disgusting' may have been 'inappropriate', but that the Panel should consider what he called the *mitigating circumstances*. He said that he considered Cr Sherlock's words were insulting and offensive. He admitted that his words may have been inflammatory. He said that it was a *high octane environment* and that the Council had had *worse meetings than this*. He said that Cr Sherlock's intervention in the council meeting had *crossed the line*, and that his response had been understandable. He noted that at the time he had said to Cr Sherlock *bullshit... someone's disgraceful behaviour has brought this meeting to its knees.... well done Deputy Mayor, shame on you, shame the meeting had gone, in his words, completely off the rails*.

The complainant and the respondent were then given the opportunity to make a closing statement to the hearing.

Cr Sherlock opened her statement by emphasising the significance of the Planning Committee in the role of local government. She then said that she had left the meeting (of 16 September 2024) early because she could not stay in the room because she felt threatened. She noted that both the CEO, and Crs Harvey and Posselt, had noticed her

response to Cr Kelly's words and gestures. She considered that the Cr Kelly's behaviour had been offensive because he was attacking her, albeit verbally.

In his closing submission Cr Kelly again said that the nominating for members of the Committee in the meeting of 16 September 2024 was 'normal', and that it was provocative of Cr Sherlock to record the exchange that took place between them during the adjournment on her mobile phone. He alleged that he had not known he was being recorded and that Cr Sherlock's action was illegal.

He then quoted from a letter from the Acting Director of Local Government which said that the behaviour of some elected members during that council meeting had been *offensive and antagonistic*. Cr Kelly said that he relied on the words in that letter of 7 October 2024, in that it appeared to indicate that in the view of the Acting Director, Cr Sherlock's speech during the debate had been inflammatory, and not furthering the debate, thus relieving elected members of their responsibility to comply with acceptable rules of debate in council.

Cr Kelly emphasised that Cr Sherlock had used the word 'disappointed' several times in her intervention in the debate, and that had been a mitigating factor for him for his behaviour. He emphasised that his intentions were *pure* and that he regretted it if he had *pushed things to the boundary*. He reiterated that he had been offended and embarrassed by Cr Sherlock's intervention in the debate. He continued to assert that it was Cr Sherlock's behaviour that was the reason for his response, and hence, the reason for the Code of Conduct complaint against him.

In closing the Chairperson asked Cr Kelly if he wished to make any submission on sanction in the event that the Panel upheld any part or all of the complaint against him. Cr Kelly said that he considered that no sanction should be imposed.

Panel determination on the Admissibility of the Video Recording taken on Cr Sherlock's Mobile Phone

Listening Devices Act 1991 (Tas)

Cr Kelly objected to the recording taken by Cr Sherlock on her mobile phone of his discussion with Cr Sherlock during the adjournment of a Council meeting on 16 September 2024 at the Hobart City Council meeting rooms. Cr Kelly objected on the basis that this was a personal conversation and he had not consented to it being recorded.

The *Listening Devices Act* (the Act) prohibits the recording of "private conversations" subject to some exceptions and limitations as set out in the Act. Private conversations are defined at section 3 of the Act:

private conversation means any words spoken by one person to another person or to other persons in circumstances that may reasonably be taken to indicate that any of those persons desires the words to be listened to only –

(a) by themselves; or

(b) by themselves and by some other person who has the consent, express or implied, of all those persons to do so;

The evidence at the hearing revealed that the recording was taken in the Council meeting room and that there were many other people in the room at the time. Cr Posselt and Cr

Harvey both gave evidence that they heard parts or all of the conversation between Cr Kelly and Cr Sherlock which was recorded. There were also other Councillors in the meeting room and the Chief Executive Officer and some staff in the adjacent area.

The evidence establishes that this recorded conversation of Cr Kelly's was conducted in a public space where other people were listening or moving about or were present and therefore it cannot be determined to be a private conversation. This means that the *Listening Devices Act* does not apply to this recording and consent is not required pursuant to that Act.

The Panel's hearing process is not subject to the rules of evidence and it has a wide discretion to consider all relevant evidence. The Panel has determined that the recording is relevant and should be admitted and considered in its determination.

Determination of the Complaint

As per section 28ZI(c) of the Act, the Code of Conduct Investigating Panel determines that Cr Kelly has breached the Code of Conduct. The Panel upholds the complaint that Cr Kelly breached Parts 7.1 (a), 7.1(b), and 7.1(c), and Part 7.2 of the Code.

Reasons for determination

Preliminary

The Panel noted that Cr Kelly relied on a letter dated 7 October 2024 from the Acting Director of Local Government, cited above in Cr Kelly's closing submission, to justify his response to Cr Sherlock's intervention in the relevant debate.

However, Cr Kelly knew from submission made by Cr Sherlock, that a subsequent letter from the Acting Director and the Acting Deputy Secretary of the Department of Premier and Cabinet clearly stated that they *in no way, consider that the actions of councillors can be wholly, or partially justified by the contribution of the Deputy Lord Mayor to the debate* (on Item 14 at the council meeting of 16 September 2024).

The Panel therefore sets aside Cr Kelly's assertion that he was justified in relying on the letter of 7 October 2024, and gives no weight to the contents of that letter.

Alleged breaches of the Code

That Cr Kelly breached Part 7.1(a), 7.1(b), and 7.1(c), and Part 7.2 of the Code, viz.,

PART 7 - Relationships with community, councillors and council employees

1. *An elected member must –*

(a) *treat all persons fairly; and*

(b) *not cause a reasonable person offence or embarrassment; and*

(c) *not bully or harass a person.*

2. *A councillor must –*

(a) *listen to, and respect, the views of other councillors in council and committee meetings and all other proceedings of the council; and*

(b) endeavour to ensure that issues, not personalities, are the focus of debate.

The Panel determines that Cr Kelly did not treat Cr Sherlock fairly. Cr Kelly stated that he was upset, offended, humiliated, and vilified by Cr Sherlock's comments in open council. The Panel does not accept that this was a reasonable response to Cr Sherlock's expression of her disappointment that more elected members had not nominated for the Committee. It is apparent to the Panel that the process of finding the necessary seven nominees was protracted as a result of the reluctance (for whatever reason) of enough elected members to volunteer their services. To describe Cr Sherlock's expression of her disappointment as *bringing the Council to its knees* was a gross overstatement by Cr Kelly, and was unfair to Cr Sherlock.

Cr Kelly's comments were made in open council, with members of staff present, as well as persons in the public gallery. In addition, the meeting was being live streamed. In other words, Cr Kelly's comments about Cr Sherlock reached a wide audience. Cr Sherlock said that she was offended and embarrassed, and this statement was corroborated in statements by witnesses. The Panel determines that a reasonable person would be offended and embarrassed by the accusations made against her, given that she had the right to speak in the debate, and that her tone was moderate, in no way extreme. The Panel disagrees with Cr Kelly's assertion that Cr Sherlock's tone was *really heated*, and considers that this statement by Cr Kelly is a completely false interpretation of the actual words, tone, and bearing of Cr Sherlock during the relevant debate.

Further, Cr Kelly continued to harass Cr Sherlock during the adjournment period referring to Cr Sherlock as an "upstart" and as "disgusting". The recording on Cr Sherlock's phone clearly shows this and that the tone of Cr Kelly was inappropriate.

The Panel determines that Cr Kelly's behaviour towards Cr Sherlock on this occasion constitutes a breach of clause 7.1(c), viz., Cr Kelly was bullying and harassing Cr Sherlock. The Panel accepts that bullying is most often described as behaviour repeated on a number of occasions over time. However, in this case the Panel determines that the tone, gestures, words, and stance adopted by Cr Kelly in his speech in reply and in the adjournment where he spoke to Cr Sherlock were an attempt to cower Cr Sherlock. In addition, much of his speech was directed specifically to Cr Sherlock. The Panel determines that this was bullying and harassment.

In accordance with section 28ZI(1) of the Act, the Panel upholds the complaint that Cr Kelly breached Part 7.1(a), (b) and (c) of the Code of Conduct.

The Panel determines that Cr Kelly failed to respect the views of Cr Sherlock during the relevant debate at the council meeting of 16 September 2024. During the hearing Cr Kelly appeared to be of the view that while he regarded Cr Sherlock's statement about her disappointment in the matter of nominations for the Committee to be insulting, offensive, and humiliating, and a direct attack on himself, he could be absolved of responsibility for his own inappropriate response on the grounds of what he regarded as mitigating circumstances. The Panel does not agree with this view. The Panel determines that Cr Kelly did not respect Cr Sherlock's views or her right to express those views in accordance with the standards of acceptable behaviour for elected members, which the Panel determines she did.

Cr Kelly's speech in reply was addressed personally to Cr Sherlock, and she was named several times. The Panel determines that this is a breach of Part 7.2 of the Code.

In accordance with section 28ZI(1) of the Act, the Panel upholds the complaint that Cr Kelly breached Part 7.2 of the Code of Conduct.

Sanction

The Panel notes that Cr Kelly has not had a code of conduct complaint upheld against him to this point, and notes also that Cr Kelly considered that no caution should be imposed, should the Panel determine to uphold any part or all of the complaint.

However, the Panel determines that the behaviour of Cr Kelly towards Cr Sherlock during the council meeting of 16 September 2024 was well beyond behaviour which complies with the Code of Conduct. Cr Kelly showed little restraint, and while he stated to the Panel that he may have expressed his views differently in different circumstances, he did not indicate at any time in the hearing or in his submissions that he understood the necessity to behave in a reasonable and respectful manner in carrying out his duties as an elected member of the Council.

The Panel reprimands Cr Kelly for his breaches of the Code of Conduct.

Timing of the Determination

In accordance with section 28ZD (1) a Code of Conduct Panel is to make every endeavour to investigate and determine a code of conduct complaint within 90 days of the Initial Assessor’s determination that the complaint is to be investigated.

The Panel has been unable to determine the Complaint within 90 days, owing to granting extension for responses and appearances, intervening holiday periods, and other commitments by the parties and the Panel members, which prevented conduct of the hearing and preparation of the final report.

Right to review

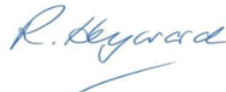
A person aggrieved by the determination of the Code of Conduct Panel, on the ground that the Panel failed to comply with the rules of natural justice, is entitled under section 28ZP of the Act to apply to the Tasmanian Civil and Administrative Tribunal for a review of the determination on that ground.



Lynn Mason
Chairperson



Audrey Mills
Member



Roseanne Heyward
Member

DATE : 28 August 2025

Council Meeting Date	Open/ Closed	Item No.	Responsible Officer	Question	Response
27-Apr-26	Open	Item 23	Michael Stretton, CEO	Is the two month suspension 60 days or is it two calendar months - noting that the Council meeting falls in a month where there are 5 weeks?	Cr Elliot's 2 month suspension commences at 12am Tuesday 28 April and concludes at 11.59pm on Saturday 27 June.
27-Apr-26	Open	Item 16	Karen Abey, Director Strategic and Regulatory Services	<ol style="list-style-type: none"> 1. How many Short Stay Applications that were moved by Elected Members to Chamber in Planning to be discussed? 2. Number of Applications (VA) that were automatically moved to Chamber to be discussed in Planning? 3. The number of appeals that were made as a result and the cost of those associated? 4. The costs for all of these numbers of short stay accommodations that needed to be discussed in council? 	

Council Meeting Date	Open/ Closed	Item No.	Responsible Officer	Question	Response
27-Apr-26	Open	Item 16	Karen Abey, Director Strategic and Regulatory Services	With regards to the Visitor Accommodation, how many cases have been taken to Court on this matter?	
27-Apr-26	Open	Item 11	Karen Abey, Director Strategic and Regulatory Services	When did Singapore Ban E-Scooters?	Singapore banned e-scooters (personal mobility devices) from all public footpaths on November 5, 2019.