

Planning (Social Impact and Community Benefit) and Other Legislation Amendment Bill 2025

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Submission from Griffith Centre for Social and Cultural Research

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This submission is from researchers who examine the sustainability of mega-sport events and the legacies they leave in hosting cities/nations. We write in relation to the proposed amendments to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021*, and specifically in relation to changes intended to provide ‘an expedited pathway’ for delivery of Brisbane 2032 Olympic and Paralympic Games (hereafter the ‘Games’) infrastructure by ‘removing the requirements for compliance with relevant Acts relating to development and use (other than building work and cultural heritage) and limiting review rights.’

We do not support the bill, as the proposed amendments to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* are disingenuous, remove accepted checks and balances, and conflict with commitments made to/with the International Olympic Committee (IOC). We do not support the position that Games infrastructure development should be immune to compliance with important Acts designed to support the protection of the environment and cultural heritage of the hosting city (and region).

Lawfulness of development and use

We note the following proposed amendment to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Part 2, 53DD(1)):

The development, use or activity is taken to be lawful despite the following Acts (each a relevant Act)— (a) the City of Brisbane Act 2010; (b) the Coastal Protection and Management Act 1995; (c) the Economic Development Act 2012; (d) the Environmental Offsets Act 2014; (e) the Environmental Protection Act 1994; (f) the Fisheries Act 1994; (g) the Integrated Resort Development Act 1987; (h) the Local Government Act 2009; (i) the Nature Conservation Act 1992; (j) the Planning Act 2016; (k) the Queensland Heritage Act 1992; (l) the Regional

Planning Interests Act 2014; (m) the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009; (n) the Vegetation Management Act 1999; (o) the Water Supply (Safety and Reliability) Act 2008 (p. 67).

We note that many of the abovementioned Acts relate to the protection of the environment, and we are concerned the amendments directly contradict statements in the Brisbane 2032 *IOC Future Host Commission Questionnaire Response* (May 2021), specifically:

The Environmental Protection Act 1994 (Qld), the State Development, Public Works and Organisation (SDPWO) Act 1971 and the Planning Act 2016 (QLD) collectively define a range of development provisions to assess potential adverse and beneficial impacts (environmental, economic and social) and to assess measures to minimise adverse environmental impacts (p. 27).

In the IOC's *Report of the Future Host Commission for the Games of the Olympiad to the IOC Executive Board: Targeted Dialogue Brisbane 2032*, Brisbane's 'bid' was endorsed on the premise of a "strong policy basis at city and state levels to ensure exemplary standards of sustainability in construction and green sites protection" (p. 50).

In addition to the above statement made during the Games Dialogue stage, the *Olympic Host Contract – Principles: Games of the XXXV Olympiad 2032* (IOC, 2021) reads under Section 5 that:

All Pre-election Commitments shall continue in effect after the election and be binding upon the Hosts, the Host NOC and the OCOG. The Hosts, the Host NOC and the OCOG are responsible to ensure that all Pre-election Commitments remain in effect until the completion of the Games and, where relevant, until the completion of the Paralympic Games, or for so long thereafter as required pursuant to the OHC or the Olympic Charter, without prejudice to any other obligations that may exist between the Parties (p. 11).

In the *Olympic Host Contract – Principles: Games of the XXXV Olympiad 2032* (IOC, 2021), 'pre-election commitments' are defined as:

all guarantees, representations, statements, and other commitments submitted by the Hosts in response to the IOC's "Future Host Questionnaire - Olympic Games" in its version dated January 2021 or otherwise, as well as other undertakings executed or commitments made to the IOC, either in writing or orally by the preferred hosts committee in charge of the Hosts' Games project, the Hosts, the Host NOC, the Host Country Authorities..." (p. 46).

We argue the abovementioned statement made to the IOC regarding the existence of regulation designed to protect the environment represents a pre-election commitment, which the proposed amendments will overturn, therefore contravening matters agreed to in the *Olympic Host Contract*.

We note that the proposed amendments to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* use ‘timely delivery’ of the Games (a task being completed on behalf of a transnational entity) to rationalise the removal of Queenslanders’ normal rights and responsibilities. This is clear in Part 2 53DD(3) where it is stated that:

a civil proceeding may not be started against a person in relation to the development, use or activity if there is a reasonable prospect that the proceeding will prevent— (a) the timely delivery of an authority venue, other venue or village for the Brisbane 2032 Olympic and Paralympic Games; or (b) the timely completion of games-related transport infrastructure" (pp. 68-69).

We argue it is disingenuous to foreclose on the rights of Queenslanders for this purpose.

Cultural heritage provisions

Additionally, we have significant concerns about the cultural heritage provisions (Part 3). Section 53DM(2) stipulates a 60-day negotiation period; if a Part 3 Plan is *not* agreed upon by all parties within that 60-day period a Default Plan (as outlined in Division 5) is implemented. We argue 60 days is inadequate for negotiating a plan that amounts to a Cultural Heritage Management Plan. The good faith development of these plans often takes many months, often years. This truncated negotiation period will not allow sufficient time for intra-party discussions, nor is it sufficient time for the full cultural heritage impacts of the proposal to be understood and mitigation measures adequately investigated and compared. Arguably the 60-day period stipulated in 53DM(2) directly contravenes the following section 53DN, which requires negotiations to be conducted in good faith. The principle of good faith is not met when adequate time is not permitted, and where unresolved negotiations result in a Default Plan. The Bill provides no detail on how the Default Plan is arrived at, who prepares it (noting the significant conflict of interest if the proponent is in any way involved in the preparation of the Default Plan), the content, or efficacy of the Default Plan, nor does the Bill outline any independent expert review or judicial oversight that would ensure the Default Plan offers adequate protection of cultural heritage.

Of further concern are 53DU(2) and 53DU(3). The former prohibits the relevant Minister for Cultural Heritage issuing a stop order for actions that are threatening or damaging cultural heritage, *even when* a Part 3 Plan has not taken effect. Further, the latter provision prohibits parties from applying to the Land Court for an injunction to stop actions threatening or damaging cultural heritage.

We argue this is astonishing and sets a dangerous precedent - that the development can, effectively, proceed in the absence of a Part 3 Plan because neither the Minister nor the Land Court could bring it to a halt. Section 53DU is a dangerous limitation on judicial oversight on cultural heritage matters and must be removed.

We also note that the Part 3 cultural heritage provisions fall well short of the Queensland Government's obligations under the IOC's *Olympic Host Contract: Operational Requirements October 2022 (with addendum)*, which says the Host must, "Ensure no permanent Olympic or Paralympic construction occurs in statutory nature areas, cultural protected areas and World Heritage sites" (p. 90) and must:

Avoid ...adverse impacts on indigenous people and land rights; where unavoidable (and consistent with the Sustainability, Impact and Legacy section), consult and provide fair compensation and support, in accordance with internationally recognised standards and all international agreements, laws and regulations applicable in the Host Country (p. 90).

The Bill, by truncating existing processes for the protection of cultural heritage, requiring negotiations be completed in an impractically short amount of time, and removing the power for the Minister to issue stop orders or the Land Court to issue injunctions, falls substantially short of the obligation to avoid adverse impacts on Indigenous peoples and to consult in accordance with internationally recognised standards. It also breaches the human rights commitments in the *Olympic Host Contract*, which are elaborated upon in the Operational Requirements.

Conclusion

In recent years the IOC has changed its Games bidding and development processes to ensure Games projects work for the host, not the other way around. The 'host' is the community, people and places where the Games will be held, not the Government of the day. As explained in the IOC's (2021) *Report of the Future Host Commission for the Games of the Olympiad to the IOC Executive Board: Targeted Dialogue Brisbane 2032* the underpinning intention of the IOC's revised approach includes "to focus attention on projects that ensure long-term benefits for local communities and reflect global priorities such as sustainability, gender equality, human rights and inclusion" (p. 4). We argue the proposed amendments to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* are a clear example of an agenda by other stakeholders (including the Government), taking precedent over the host community's rights through the removal of established checks and balances relating to environmental protection and cultural heritage. We argue these changes not only undermine established protections within the host community, but also the legitimacy of the IOC's

purported sustainability ambitions, as articulated on page 21 of the *Olympic Host Contract: Operational Requirements, October 2022 (with addendum)*.

To conclude, in Brisbane's *IOC Future Host Commission Questionnaire Response* (May 2021), Section 5.2 on Human Rights, it was stated:

Brisbane 2032 recognises its duty to maximise positive social, environmental and economic impacts for its host communities. This duty extends to monitoring and oversight of all Games related human rights impacts, including in respect of equitable and accessible supply chains, responsive services, construction projects, inclusion and accessibility (p. 79).

We argue the proposed amendments to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* are against the spirit of this commitment. The proposed amendments featured in this submission prioritise the interests of the IOC over Queenslanders yet simultaneously undermine the IOC's claims to support sustainability and human rights in the development of Olympic and Paralympic Games projects. We argue the Games can be transformative without making these amendments which risk cultural heritage, community cohesion, and environmental sustainability.

To summarise, our recommendations are as follows:

1. Reject the proposed amendments to the *Brisbane Olympic and Paralympic Games Arrangements Act 2021*, especially Part 2 55DD(1) and (3), and Part 3 53DM(2), 53DU(2) and 53DU(3)) as these are disingenuous and contravene existing legislation which protects the environment and cultural heritage.
2. Establish an appropriate legal oversight mechanism to ensure Games venue development (and associated infrastructure) (1) complies with existing environmental and cultural heritage legislation, (2) ensures a fair and good faith process, (3) delivers positive social impact, and (4) protects the legal rights of the Games host community.

References

- Australian Olympic Committee (2021, May). *IOC Future Host Commission Questionnaire Response*. <https://stillmed.olympics.com/media/Documents/International-Olympic-Committee/Commissions/Future-host-commission/The-Games-of-The-Olympiad/Brisbane-2032-FHC-Questionnaire-Response.pdf>
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