

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

Submission No:	495
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State Development, Infrastructure and Works Committee

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To whom it may concern,

Please take the following as a submission in regards to the contents of the **Planning (Social Impact and Community Benefit) and Other Legislation Amendment Bill 2025**

To summarise, it raises issues over –

- the designation of authority venues and other venues that did not form part of the pre-election submission in bidding for the Olympic Games given –
 - o the Host Contract requires prior approval of the International Olympic Committee for any changes to the locations of Key Olympic Venues
 - o the Host Contract requires venue change requests and viable legacy plans (including business plans) to be prepared as part of the approval process
- the designation of Victoria Park as an authority venue given -
 - o its status as a “cultural protected area” under the Host Contract
 - o the Host Contract prohibits construction of permanent Olympic venues in cultural protected areas

Thank you for your time in consideration of my submission.

Yours sincerely,

Wayne Purcell

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

Under the **Host Contract**¹, any modification of the location of any **Key Olympic Venue**², as proposed by the Host and the Host National Olympic Committee in their **pre-election submission**³, requires prior approval of the International Olympic Committee (IOC) (**VEN 01**).

Presumably, this requires the submission of a **venue change request** explaining the –

- rationale for the change,
- expected benefits (incl. sustainability),
- operational impacts for stakeholders, and
- timeline for decision-making (**VEN 01**).

For new permanent venues, it seemingly would also require submission of a **viable legacy plan** (including a business plan) presenting funding and sustainability aspects (**VEN 02**).

This suggests a venue cannot be considered a venue under the Host Contract until the above requirements have been met, until the IOC has approved.

Within the **Explanatory Notes**⁴ accompanying the Bill, a section has been devoted to consultation⁵. It does not mention consultation with the IOC.

Thus, it is unclear whether venue change requests have been submitted to the IOC for approval or viable legacy plans (incl. business plans) have been prepared and submitted for new permanent venues.

Even if these have been submitted, there is a concern some of the **new permanent venues**, as listed within the Bill⁶, are not permitted under the Host Contract. This is because **VEN 08** includes the following –

*Ensure **no permanent Olympic or Paralympic construction** occurs in statutory nature areas, cultural protected areas and World Heritage sites.*

“statutory nature areas” and “cultural protected areas” are not defined by the Host Contract. However, it would be fair to say that places listed in the **Queensland Heritage Register** or **local**

¹ The Host Contract comprises [Olympic Host Contract – Principles](#) & [Olympic Host Contract – Operational Requirements – October 2022 \(with addendum\)](#)

² Key Olympic Venue is defined under Chapter 15 of the Olympic Host Contract – Operational Requirements – October 2022 (with addendum) as including all competition venues, the Olympic/Paralympic Villages, International Broadcast Centre (IBC), Main Press Centre (MPC), Main Media Centre (MMC), Mountain Broadcast Centre (MBC) and other zone media centres when relevant, Opening and Closing Ceremonies venue(s) and Medals Plaza(s) (when relevant), Olympic/Paralympic Family Hotel(s) (OFH/PFH), accommodation villages (when relevant), Olympic Park(s) and major common domain(s), training venues, Uniform Accreditation Centre (UAC); and airports and other major arrivals and departures service points (when relevant)

³ The “pre-election submission” would be the [IOC Future Host Commission Questionnaire Response Final Submission - May 2021](#)

⁴ see <https://www.parliament.qld.gov.au/Work-of-the-Assembly/Tabled-Papers/docs/5825T0426/5825t426.pdf>

⁵ p11

⁶ see Schedule 1 – Authority Venues

heritage register would be considered cultural protected areas. This is due to these registers being established by the *Queensland Heritage Act 1992*, the object of which is -

*to provide for the **conservation** of Queensland's **cultural heritage** for the benefit of the community and future generations*⁷

Conservation, under the *Queensland Heritage Act 1992* means –

*conservation includes **protection**, stabilisation, maintenance, preservation, restoration, reconstruction and adaptation*⁸.

Parts of **Victoria Park** are listed on the **Brisbane City Council Local Heritage Register**⁹ and **Queensland Heritage Register**¹⁰. While the Bill seeks to make construction of venues lawful under the *Queensland Heritage Act 1992* despite the location¹¹, it does not seek to remove **Victoria Park** from the heritage registers. Thus, for the purposes of **VEN 08** of the **Host Contract**, **Victoria Park** seemingly remains a “cultural protected area”.¹²

Despite this, **Victoria Park** is listed as an **authority venue** under **schedule 1, column 1** of the Bill for two new Key Olympic Venues –

Schedule 1 Authority venues

section 5A

Column 1	Column 2	Column 3
Description of site or facility	Games-related use	Legacy use
a stadium to be located on land within the precinct known as Victoria Park, Herston Road, Herston 4006	a new stadium with seating for approximately 60,000 people, including a warm-up track and associated facilities	stadium with permanent seating for approximately 63,000 people and associated facilities
a facility to be known as the National Aquatic Centre, to be located on land within the precinct known as Victoria Park, Gregory Terrace, Spring Hill 4006	a new national aquatic centre, including main and secondary indoor pools, with seating for approximately 25,000 people	national aquatic centre, including main and secondary indoor pools, with permanent seating for approximately 8,000 people

⁷ s2

⁸ QHA Schedule Dictionary

⁹ see <https://heritage.brisbane.qld.gov.au/heritage-places/879#statement-of-significance>

¹⁰ see <https://apps.des.qld.gov.au/heritage-register/detail/?id=602493>

¹¹ via s53DD

¹² Even if the Bill proposed to remove Victoria Park from both the Queensland Heritage Register and Brisbane City Council Local Heritage Register, there would remain issues around compliance with the Host Contract given Victoria Park was on the register at the time the Host Contract was signed

The designation of **Victoria Park** as an **authority venue** appears to create a **legislative conflict** due to requirements of **VEN 08 of the Host Contract**.

The **Host Contract** is the **principal legal document** establishing Brisbane as host of the 2032 Olympic Games. Indeed, the purpose of the *Brisbane Olympic and Paralympic Games Arrangements Act 2024* is to **deliver the games in accordance with the host contract**¹³.

This is highlighted by –

- **Section 53AD(1)(d)**, which outlines the main functions of the authority are to **ensure compliance with the relevant games agreements**¹⁴ to the extent they relate to the **delivery**¹⁵ of an **authority venue**; and
- **Section 53DA** which seeks the timely delivery of development for or relating to authority venues, other venues and villages **((a)(i))**, while protecting the public interest by ensuring the State is able to perform its obligations under **relevant games agreements** about authority venues, other venues and villages **((b)(ii))**

In this regard, it should be noted the current **Host Contract** cannot be amended. While the original, signed on 21 July 2021, was amended in 2024 (removing the need for the Games to be “climate positive”), in doing so, parties agreed that –

*Except for the modifications expressly agreed between the Parties pursuant to this **Addendum**, the Host Contract 2032 shall continue to apply, in full force and effect **without further modifications***¹⁶.

As a result, it would seem the only way to resolve this conflict is to **remove Victoria Park as a location for permanent venues**. To keep Victoria Park as a location for permanent Olympic venues runs the risk of having the authority make a **jurisdictional error contrary to the public interest**.

This would necessitate finding alternate locations to host athletics (track & field), ceremonies, swimming and water polo.

When the IOC conducted their **feasibility assessment**¹⁷ on **Brisbane 2032’s Venue Masterplan** in 2021, it identified Carrara Stadium as an alternative existing option to the, at the time, proposed new Brisbane Olympic Stadium at Albion¹⁸ and also the Gold Coast Aquatic Centre as an alternative existing option to the, at the time, proposed new Brisbane Arena¹⁹. Further, there has also been planning conducted on delivering a stadium at the Queensland Sport & Athletic Centre (QSAC).

It should be noted that **no minimum capacities** for venues are specifically required under the **Host Contract**.

¹³ s3A

¹⁴ Schedule 1 Dictionary - relevant games agreement means—

(a) the **host contract**; or

(b) an agreement entered into by the State to enable it to enter into the host contract; or

(c) an agreement entered into for the primary purpose of supporting the delivery of authority venues

¹⁵ s5D requires the authority to complete the detailed design and construction of the venue or village for its games-related use

¹⁶ p2 of [Addendum-N-1-Olympic-Host-Contract](#)

¹⁷ [IOC Feasibility Assessment – Olympic Games: Brisbane \(February 2021\)](#)

¹⁸ p28

¹⁹ p27

Currently, given the relative lack of planning that has been made on the proposed venues at **Victoria Park**, to switch to alternate locations **would unlikely hinder the timely delivery of the games.**

RECOMMENDATIONS

Based on the above, it is considered prudent -

1. Those venues that weren't part of the pre-election commitments should be removed from Schedule 1 – Authority Venues and Schedule 2 – Other Venues until such time as they have been approved by the IOC
2. Reference to Victoria Park as an authority venue should be removed from Schedule 1 – Authority Venues due to the conflict with ensuring compliance with the requirements of the Host Contract