

8 July 2026

Hon Ruth Forrest MLC
Chair
Public Accounts Committee
Email: ruth.forrest@parliament.tas.gov.au

Dear Chair

Thank you for your correspondence of 3 June 2026 in relation to Wilkinsons Point and the Committee's request for additional information.

I would offer my apologies to the Committee for the delay in providing this response whilst relevant information was being obtained. The Tasmanian Government acknowledges the important role of the Public Accounts Committee in scrutinising matters of public administration, and apologises for any inconvenience the delay may have caused to the Committee in progressing its important work.

I provide responses to the Committee's questions below.

At the public hearing on 10 April 2026, you stated: '*... I intend to write to Committee as well in terms of the evidence I present today and any further questions that need further clarification ...*'¹ The Committee has not received any such correspondence to date.

a which matters arising from your evidence at the hearing did you intend to clarify in writing?

My statement was intended to indicate that I would provide further clarification if any aspect of my evidence required it. It was not intended to identify specific matters requiring immediate supplementation. It was a general offer to provide further assistance to the Committee.

b why has this information not yet been provided to the Committee?

See above.

c when will this information be provided to the Committee?

See above.

At that hearing, you also stated that you were hopeful negotiations with LK Group would recommence ‘...next week... if that was possible...’² Have negotiations with LK Group recommenced? If yes:

a on what date did negotiations recommence?

The Department of Premier and Cabinet and the Department of State Growth have re-engaged with LK Group since May. There have been two meetings since then.

The masterplan for the site, the potential development and site activation, as well as how the precinct integrates with Dowsing Point, have been discussed.

As noted previously, any future agreement will be made public should an agreement be reached.

b who has participated in those negotiations?

See above.

c how many meetings have occurred?

See above.

d what matters have been discussed?

See above.

e do the negotiations centre around a sale agreement, a land development agreement, a terms sheet, a masterplan and/or any other commercial arrangement?

See above.

If negotiations have not recommenced, what has prevented negotiations from proceeding and when will negotiations resume?

Refer to the above response.

Has the Government further considered the departmental advice revealed through RTI documents to cease negotiations and pursue an open market process?

It has been articulated on several occasions why the current process is being maintained.

Has Government obtained updated advice from the Department of State Growth, Crown Solicitor, Office of the Valuer-General or any external advisor regarding the proposed sale of land at Wilkinsons Point and if so, can that advice be provided to the Committee?

No further formal advice has been obtained.

Has any valuation work, feasibility work, development readiness assessment or financial modelling been undertaken or updated since negotiations were paused and, if so, what were the outcomes?

While these have formed part of discussions, no further formal studies have been completed.

Regarding the Derwent Entertainment Centre Lease Agreement between the Tasmanian Government and LK Stadiums (Tas) Pty Ltd:

- a does clause 1.1(b)(ii) of the lease to impose a positive obligation on the lessee to enter into hiring arrangements with Specified Community Groups and Non-Commercial Groups in accordance with clause 1.3, or merely providing discretion to do so?**

The Lease Agreement requires the Lessee to hire the venue to Specified Community Groups and Non-Commercial Groups, subject to certain conditions being met.

- b has the Government assessed whether the lessee has complied with all obligations under clause 1.3 relating to access for Specified Community Groups and Non-Commercial Groups since commencement of the lease, and if so, what was the outcome of that assessment?**

The Government considers the non-commercial hiring agreement aspects of the Lease Agreement on a regular basis through examination of the quarterly Hirings Report. Provided the lessee complies with its obligations, the lessor is required to pay the Hiring Fee Contribution every six months and upon receipt of a valid tax invoice. Prior to payment of the Hiring Fee Contribution, the Hirings Report is examined to check whether non-commercial hiring agreements have been entered into. Each payment period since the lease commenced has had a specified/community group use the venue.

- c how many requests for venue hire have been received from Specified Community Groups and Non-Commercial Groups since commencement of the lease, and in how many cases was access refused? Please provide reasons by category of refusal under clause 1.3.**

As lessor, the Government is not involved in the day-to-day operations of MyState Bank Arena. As lessee, LK Stadiums (Tas) Pty Ltd is responsible for managing venue hire, including information relating to requests and refusals. No refusal matters relating to non-commercial hiring agreements have been brought to the Government's attention.

- d has the Government ever formed the view that the lessee has failed to comply with clause 1.3 and, if so, what enforcement action has been taken under the lease?**

No, the Government has not formed the view that the lessee has failed to comply with clause 1.3 and has not undertaken any enforcement action.

- e with respect to the 'Attachment: Community groups' Schedule:**

- i. what process was used to determine which organisations were included as Specified Community Groups and which organisations were excluded?**

It is our understanding that the schedule reflected community groups that had been using the facility on a regular basis.

- ii. has the schedule been amended since execution of the lease and, if so, who approved those changes and on what basis?**

My advice is that the schedule has not been amended.

- iii. when was the last time each of the groups listed under the Schedule used the venue?**

Information up to 31 March 2026

Specified Community Group	Last booking
MRA Toy Run	9 November 2025
Special Children's Christmas Party	12 December 2025
Questacon	11 April 2024
Primary School Bands	19 November 2025
Southern Tasmanian Dance Eisteddfods	-
Disability Expo	21 September 2022
GYC	22 November 2022
St Michaels Collegiate	8 December 2025
St Virgil's	2 December 2025
Jehovah's Witnesses	6 March 2026
Tas Muslim Association	-
Sacred Heart School	-
Triathlon South	21 September 2025
Northern Suburbs Fun Run	1 October 2023
Tas Fire	27 May 2022

- f** clause 1.3(b) provides that, during the first five years of the term, hiring fees for Specified Community Groups must reflect fees paid before the lease commenced, adjusted only in line with the lease formula – can the Premier advise whether that obligation has been complied with and provide evidence of the fee comparisons undertaken?

The lease provides venue hire fees and additional charges that apply against the specified community groups. These were set at lease commencement. The Government is not aware of any non-compliance by the lessee in relation to this clause.

- g** for Non-Commercial Groups, clause 1.3(d) appears to cap charges at direct operating expenses unless otherwise approved by the Lessor – has the Government approved any departures from that requirement and, if so, how many and on what basis?

The Government has not approved any departures under clause 1.3(d).

- h** clause 1.3(e) provides for a Government contribution of \$175,000 per annum to support non-commercial hiring arrangements: how much has been paid to date and on what evidence of compliance was each payment approved?

The table below shows the Hiring Fee Contributions paid from 2021 to May 2026 (adjusted for CPI). Each payment is supported by a valid tax invoice and evidence that non-commercial hiring agreements have been entered into in the relevant period.

Period	Hiring Fee Contribution (excl GST)
2021-22	\$110,514 (part year from lease commencement in November 2021)
2022-23	\$186,393
2023-24	\$196,625
2024-25	\$202,033
2025-26	\$102,769 (YTD – 1 July to 31 December only).
Total	\$798,334

- i has any payment of the Hiring Fee Contribution ever been withheld, reduced or queried due to concerns regarding compliance with community access obligations?**

No.

- j clause 1.3(f) requires detailed records of non-commercial hiring agreements and associated costs to be kept and produced on request: has the Government requested those records and will it provide them to the committee?**

The Government has not requested further information from the lessee with respect to non-commercial hiring agreements. However, the Government will request these records from the lessee and provide them to the Committee, once received.

- k were community access obligations included as consideration for granting a long-term Crown lease of a publicly owned asset and are those obligations being fully realised?**

Community access obligations were included to ensure a level of protection for community groups seeking to book the facility when it was being managed by a private commercial entity. The Government is of the view that those obligations are being met.

With respect to the valuation report:

- a why was a sale price publicly released before valuation and process completion, and who authorised the release of that figure?**

The reserve price – that is, the sale price – of Crown Land is set by the Director General in accordance with the s 13 of the *Crown Lands Act 1976*.

A valuation report was shared with the proposed purchaser as an indication of sale price, in line with the in-principle agreement to sell the land at the price set by the Valuer General.

The valuation advice was a matter of continued discussion between the Department and the proponent.

- b who in the Premier's Office made the decision to share the valuation report?**

The advice was appropriate to be shared as outlined in the answer above.

- c on what basis was it determined that 'no active negotiation' existed, contrary to other evidence received by the Committee?**

In relation to the conclusion that there was a determination there was “no active negotiation”, that specific terminology was adopted by the Auditor General,¹ and presumably was based on some form of correspondence or other evidence. I would refer to the Committee to the source of that characterisation for the details about how and why it was determined to be the case.

d was this decision consistent with:

- i. the Ministerial Code of Conduct, and/or**
- ii. State Service obligations?**

Yes.

e does the Premier agree that the valuation report should not have been released? If so, what steps have been taken to ensure such a decision cannot occur again?

Refer to answer a.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jeremy Rockliff', written in a cursive style.

Jeremy Rockliff MP
Premier

¹ See page 14 <https://audit-tas-gov-au.assets.ionatahosting.net/uploads/Proposed-sale-of-Wilkinsons-Point-land-full-report.pdf>.