TASMANIA

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MACQUARIE POINT DEVELOPMENT CORPORATION AMENDMENT BILL 2026

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[Bill 58]

Macquarie Point Development Corporation Amendment Act 2026
Act No. of 2026

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MACQUARIE POINT DEVELOPMENT CORPORATION AMENDMENT BILL 2026

(Brought in by Ms Kristie Joy Johnston, MP)

A BILL FOR

An Act to amend the *Macquarie Point Development Corporation Act 2012* to ensure that the Corporation does not execute any contract for building or other works on certain land, for the purposes of construction of a Stadium, until each House of Parliament has scrutinised and affirmed the details of the proposed contracts

Be it enacted by Her Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:

1. Short title

This Act may be cited as the *Macquarie Point Development Corporation Amendment Act 2026*.

2. Commencement

This Act commences on the day on which this Act receives the Royal Assent.

3. Principal Act

In this Act, the *Macquarie Point Development Corporation Act 2012* is referred to as the Principal Act.

4. Part 6A inserted

After section 51 of the Principal Act, the following Part is inserted:

PART 6A – PARLIAMENTARY APPROVAL OF CERTAIN CONTRACTS REQUIRED

51A. Interpretation of Part

In this Part, unless the contrary intention appears –

development has the same meaning as in the *Land Use Planning and Approvals Act 1993*;

Project includes –

(a) the Project within the meaning of the Stadium Order; and

(b) any use or development, that relates to the Stadium, on the site; and

(c) any use or development, that relates to the Stadium, on Project land within the meaning of the Stadium Order; and

(d) any use or development, that relates to the Stadium, on land adjacent to land referred to in paragraph (b) or (c); and

(e) any use or development, on any other land, that primarily relates to the Stadium;

project contract means a contract that relates to the development, use or construction of all, or part, of the Project;

project cost, in relation to a project contract, means the sum of the following at the time this Part applies to that contract:

(a) the total consideration payable under the contract, including any consideration payable under secondary contracts specified in the contract; and

(b) the total cost of materials to be used in work performed under the contract, or a secondary contract, where consideration payable under the contract does not include the cost of materials; and

(c) any GST, within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* of

the Commonwealth, payable under the contract;

Stadium has the same meaning as in the Stadium Order;

Stadium Order means the *State Policies and Projects (Macquarie Point Precinct) Order 2025*;

use has the same meaning as in the *Land Use Planning and Approvals Act 1993*;

51B. Application to Crown

This Part binds the Crown in right of Tasmania and, so far as the legislative power of Parliament permits, in all its other capacities.

51C. Certain contracts not to be entered into unless approved

(1) Despite any power the Corporation has to enter into contracts, under section 8 or otherwise, the Corporation or the Crown must not enter into or execute a project contract unless –

(a) the Minister has tabled, in each House of Parliament, each piece of information specified in subsection (2) in respect of the project contract; and

(b) both Houses of Parliament have passed a resolution affirming the information so tabled.

(2) The following information is to be tabled by the Minister in respect of a project contract (the ***relevant contract***):

(a) the project cost under the relevant contract; and

(b) each type of funding that is going to pay the project cost under the relevant contract; and

(c) the amount that the Corporation and Crown, are each liable to pay under the relevant contract; and

(d) a statement that is prepared by the Corporation that specifies –

(i) what infrastructure is still required, at the time that the statement is tabled in Parliament, for the Project to be completed that is not already covered by an existing project contract including, but not limited to, the relevant contract; and

(ii) the costs that are anticipated to be incurred, by the Corporation, for the Project to be completed to the point

where the Stadium may be used for events; and

(e) a statement that is prepared by the Secretary that specifies –

(i) what infrastructure is still required, at the time that the statement is tabled in Parliament, for the Project to be completed that is not already covered by an existing project contract including, but not limited to, the relevant contract; and

(ii) the costs that are anticipated to be incurred, by the Corporation or the Crown, for the Project to be completed to the point where the Stadium may be used for events; and

(f) the project costs, in aggregate, for each project contract that has been approved by Parliament under this section; and

(g) the total project costs, including but not limited to any costs paid above the originally anticipated project costs –

(i) already paid by the Corporation; and

(ii) that the Corporation has already committed to paying under a project contract; and

(h) the total project costs, including but not limited to any costs paid above the originally anticipated project costs –

(i) already paid by the Crown; and

(ii) that the Crown has already committed to paying under a project contract; and

(i) the total amount already paid by the Crown, in respect of the Project, that includes, but is not limited to –

(i) project costs, including but not limited to any costs paid above the originally anticipated project costs for a project contract; and

(ii) project costs under the relevant contract; and

(iii) any amount paid or payable, or costs incurred, in respect of works performed under, or to comply with, the Stadium Order; and

(iv) any interest paid or payable in respect of project contracts including, but not limited to, the relevant contract; and

(v) any costs incurred in respect of the Project and compliance; and

(vi) any payments made to unsuccessful tenderers in respect of the Project; and

(vii) any payments made in respect of terminated or frustrated project contracts; and

(viii) any payments made to the Corporation for the Corporation to pay an amount referred to in this paragraph;

(j) the amount, in aggregate, already paid by the Crown for each matter specified in paragraph (i).

(3) The Minister may not be required to table a statement of the Corporation in respect of a project contract, as required under subsection (2)(d), if both Houses of Parliament pass a resolution to that effect.

(4) For the avoidance of doubt, the reference in subsection (2)(i) to total amount already paid by the Crown includes any amount

paid by the Crown before the commencement of this Part.

51D. Effect of entering into contract in contravention of Part

(1) If the Corporation or the Crown, or any person acting for or on behalf of the Corporation or the Crown, enters into or executes a project contract in contravention of section 51C(1) –

(a) the project contract is void and of no effect; and

(b) a party to the contract, other than the Corporation or the Crown, may be entitled to damages in respect of the project contract being void as if the contract were terminated, or frustrated, by the Corporation or Crown.

(2) A provision of any contract entered into after the commencement of this section is void to the extent that it purports to exclude, modify or limit the application of this Part to the contract.

51E. Non-application of Part

This Part does not apply to a project contract if –

(a) the contract falls within a class of contracts where both Houses of Parliament –

(i) agree that the class of contracts should not be considered project contracts for the purposes of this Part; and

(ii) have passed a resolution to that effect which has not been revoked by both Houses of Parliament; or

(b) the project contract is to vary an existing project contract that complied with section 51C(1) and the variation of the existing project contract does not increase the project cost under the existing project contract.

5. Repeal of Act

This Act is repealed on the first anniversary of the day on which it commenced.