



Pyrenees Shire
Section 86
Committee of Management Manual



Notice

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The information contained in this publication was valid at the time of publication but is subject to change. Committees should ensure they access the latest information from the relevant sources where the information may not be contained within the Pyrenees Shire Council.

Document written for and on behalf of Pyrenees Shire Council
for distribution to its S86 Committees of Management to help these committees manage their reserves and facilities appropriately.

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Introduction

1.1 Welcome to the “Section 86” Committee of Management

Community support and involvement is vital to the successful development and running of council facilities. To achieve this, under Section 86 of the Victorian Local Government Act 1989, Council may establish a Committee of Management to ‘act for and on behalf of Council’ for a range of purposes. ‘Acting for and on Behalf of Council’ means your committee is seen as an extension of Council and is therefore governed by the same requirements and legislation as Council, including Council’s obligations under the Local Government Act 1989, the Occupational Health & Safety Act 2004, and various other legislative requirements as defined within your deed of delegation.

Council uses the Act to establish such committees to develop and manage selected community resources across the shire. In some cases, these committees manage community facilities that are owned by Council, in others they manage facilities where the land is owned by the Crown and the Pyrenees Shire Council is the managing authority.

Your Committee of Management has been appointed under a Deed of Delegation from Council for a period of time (usually a three-year term) defined in the deed, which is attached as Annex 1 in this manual.

This handbook is a guide to the roles and responsibilities of the committee in operating in a diligent and effective manner. It also contains advice on how to carry out some of the actions, and aims to assist you in the duties you have accepted in becoming members of the committee.

Additional relevant information is included in the annexes, to help you in running and planning for your facility.

Should you require any further assistance, please do not hesitate to contact Council. Contact names and numbers are listed in Annex 2 in this manual.





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What Is The Committee's Purpose?

The committee has been appointed to act 'for and on behalf of Council' to manage a community facility. It is the purpose the committee to look after the area for the local community and Council and:

- To manage, improve, maintain and develop the facility for the overall benefit and safety of users and the community.
- To advise Council in relation to the general development and ongoing maintenance of the facility.
- To be responsible for the day-to-day management of the facility and grounds.
- To use the facility to the best economic advantage of the community.
- To report on the finances and other issues as directed by Council.
- To maintain records and administer its affairs in an open and honest manner.
- To ensure the committee is financially self-sustaining, that is, it has enough income to pay all of its related expenses.

The facility for which you are the Committee of Management is for recreation and leisure purposes.

Any specific conditions of appointment for your Committee of Management will be detailed in your specific Deed of Delegation, a copy of which is available in Annex 1 of this manual.

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Good Practice

This section suggests good work practices. There are basic procedures to follow that provide a solid foundation for any operation, large or small. Many of these procedures are common to all kinds of committees throughout the community, not just committees of management.

Topics in this section include the term of office, the various office bearers to be appointed, how to fill vacancies, and the benefits of incorporation.

3.1 Starting out on a new committee

Office bearers and committee members are appointed in the Deed of Delegation, and are usually appointed for three years. At the end of this time, elections for new office bearers should be held and any changes should be notified to Council in writing by the new secretary.

3.2 A committee's record-keeping obligations

Committees of Management have obligations for record keeping under their Deed of Delegation and various acts, i.e. Freedom of Information Act 1982, the Public Records Act 1973 and the Information Privacy Act 2000.

3.3 Freedom of Information Act 1982

Under the Freedom of Information Act 1982 (FOI), the community has the right to access documents and other information produced or held by a committee, whatever form they might be in (electronic, paper, e-mail, fax, etc).

Documents include:

- Correspondence
- Minutes of meetings
- Financial records
- Tenure agreements
- Contracts
- Employment records

Therefore, it is important that a committee keeps accurate records, both secretarial and financial.

Any requests for a committee of management's documents under the Freedom of Information Act should be forwarded as soon as possible to Council's Records Officer for processing. The Records Officer will consult the committee before releasing any documents to the public.



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Good Practice

3.4 Public Records Act 1973

Under the Public Records Act 1973, committees of management are public bodies, as they manage a public asset on behalf of Council and therefore must store, archive and dispose of certain records in accordance with the act. Once records are stored, they are regarded as public information that may be made available to the public but only under the provisions of the FOI Act (see above).

3.5 Managing records

The records of a committee, however old, are public records. Each committee is required to store and maintain its records in a way that is consistent with general record-management practice. This involves:

- Making full and accurate records of the business of the committee, and
- Storing these records responsibly in a readily accessible and secure place.

Records of the committee must be kept secure from tampering or inadvertent access, while being easily identified, located and retrieved by those permitted to do so.

All vital records of the committee (e.g. minutes, contracts, etc) that are essential to its function should be identified and special care taken to prevent their loss or damage. If possible, such records should be duplicated and the duplicates stored in a different location to the originals.

3.6 Managing electronic records

Any electronic record related to committee business has the status of a public record. This includes electronic records developed or received by a committee member or a committee employee relating to committee business.

3.7 Archiving of records

All Committee of Management records should be forwarded to Council annually with other required documentation, including financial data. The Committee of Management should retain the most recent two years of information for its use in managing the reserve/facility and forward older documents to Council for archiving. As the committee's records are public records, Council has an obligation to ensure they are stored and archived in the manner required by the Public Records Act 1973.

Good Practice

3.8 Information Privacy Act 2000

The Information Privacy Act 2000 requires that committees handle any personal information in a secure and responsible manner and manage in accordance with a set of ten Information Privacy Principles.

Ten Information Privacy Principles (IPPs) are the practical core of the Information Privacy Act. With limited exemptions, all Victorian government agencies, statutory bodies and local councils must comply with the IPPs. This is a short summary of the IPPs:

IPP 1 Collection

Collect only personal information that is necessary for the performance of functions. Advise individuals that they can have access to this personal information.

IPP 2 Use and disclosure

Use and disclose personal information only for the primary purpose for which it was collected, or for a secondary purpose the person would reasonably expect. Use for secondary purposes should have the consent of the person.

IPP 3 Data quality

Make sure personal information is accurate, complete and up to date.

IPP 4 Data security

Take reasonable steps to protect personal information from misuse, loss, unauthorised access, modification or disclosure.

IPP 5 Openness

Document clear policies on the management of personal information and provide these policies to anyone who asks for them.

IPP 6 Access and correction

Individuals have a right to seek access to their personal information and make corrections. Access and correction will be handled mostly under the Victorian Freedom of Information Act.

IPP 7 Unique identifiers

A unique identifier is usually a number assigned to an individual to identify that person for the purposes of an organisation's operations. Tax file numbers and driver's licence numbers are examples. Unique identifiers can facilitate data matching. Data matching can diminish privacy. IPP 7 limits the adoption and sharing of unique identifiers.

IPP 8 Anonymity

Give individuals the option of not identifying themselves when entering transactions with organisations, if that would be lawful and feasible.

IPP 9 Trans-border data flows

If your personal information travels, your privacy protection should travel with it. Transfer of personal information outside Victoria is restricted. Personal information may be transferred only if the recipient protects privacy under standards similar to Victoria's IPPs.

IPP 10 Sensitive information

The law restricts collection of sensitive information such as an individual's racial or ethnic origin, political views, religious beliefs, sexual preferences, membership of groups or criminal records.

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Good Practice

3.9 Dealing with public complaints

At some stage a committee may receive a complaint from a member of the public about something it did or didn't do. Most of these complaints will be resolved fairly easily and to everyone's satisfaction. Remember to record the complaint, the decisions and actions of the committee, and whether the person was satisfied with the result.

For problems that are tougher to resolve, the committee should contact the Council.

Committees need to be aware that sometimes members of the public may take their concerns to the Council, their Councillor, Member of Parliament or the Ombudsman if they feel that a committee has not dealt with them adequately.

3.10 The Victorian Ombudsman

The Victorian Ombudsman investigates complaints about administrative actions by government agencies and public authorities. Members of the public may complain to the Ombudsman about decision of committees. The Ombudsman will consult with the committee and attempt to resolve the complaint.

3.11 Whistleblowers Protection Act 2001

Committees also need to be aware of the Whistleblowers Protection Act 2001. The Act protects people (known as whistleblowers) who come forward with a disclosure about improper conduct by public bodies. Committees are considered public bodies under the Act and therefore disclosures may be made about members of the committee of management.

For the whistleblower to be protected, the disclosure must be in accordance with the Act.

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Duties of Office Bearers and Committee Members

4.1 How many people are required for the committee?

- The number of members will be determined by the Deed of Delegation (see Annex 1).
- Usually, Council seeks a representative from each stakeholder group using the facility.
- Representation from the wider community may also be sought.
- Council may appoint a Councillor or Council Officer to the committee.

4.2 What office bearers are required?

The members of the committee will elect

- a president
- a vice-president
- an honorary secretary
- an honorary treasurer
- a risk-management officer

4.3 Can the Committee of Management create other office positions?

- The committee can create other positions if it believes they are necessary, e.g. an assistant secretary, a risk management officer, a public relations officer, etc.

4.4 What are the president's duties?

- Organise and run regular meetings
- Maintain order during the meetings
- If there is a tied vote, the president may exercise a second or casting vote
- Ensuring a quorum is present for all decisions (see section 7 – Meetings and Meeting Conduct for a definition of a quorum)
- Representing the committee in public

4.5 What are the vice-president's duties?

- To take over the duties of the president, on a temporary or permanent basis, if the president becomes incapable of performing them.
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Duties of Office Bearers and Committee Members

4.6 What are the treasurer's duties?

- Maintain a bank account (preferably a cheque account) in the name of the committee (signatories to the bank account should be the president, secretary and treasurer – with any two of these signatories being required to sign cheques)
- Record and bank any money received
- Pay accounts as authorised by the committee
- Keep and file appropriately all invoices, receipts, cheque butts, bank statements, etc for audit purposes
- Give financial details of bank balances at each meeting
- Prepare an annual financial report and forward a copy to Council at the end of each financial year (i.e. 1st July to 30th June) no later than the end of August for each completed year.

4.7 What are the secretary's duties?

- Receive all incoming correspondence and bring it to the attention of the committee
 - Write and dispatch all outwards correspondence as required by committee business
 - Liaise with the president between meetings so that the business of the committee is attended to, and if necessary call extra meetings
 - Send all committee members notices of meetings, agendas and copies of correspondence, reports etc
 - Keep minutes of all meetings, which should have the following information:
 - attendance at the meeting of members and visitors (if any)
 - apologies received
 - all decisions of the committee
 - agenda items considered
 - all formal decisions, including the person who moved the decision, who seconded it, and whether motion was approved or not
 - date and time of next meeting
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Duties of Office Bearers and Committee Members

4.8 What are the risk-management officer's duties?

Where appointed, a risk-management officer would, in conjunction with Council's Risk Manager:

- Need to develop a basic understanding of Occupational Health & Safety regulations and Risk Management Principles in accordance with AS 4360 (Council will help to train the officer).
- Ensure that the committee is aware of and implements measures to mitigate risk at the facility.
- Ensure that Council policies and procedures about Occupational Health & Safety are implemented, monitored and reviewed for compliance.
- Ensure all reasonable steps are taken to protect the public, and take reasonable care to avoid foreseeable risk of injury to anyone lawfully entering your facility.
- Carry out inspections of assets under the control of the committee and any user groups. Inspection reports should be documented on the form in Annex 6 and kept for record and audit purposes. The findings should be acted on. Council should be sent the completed inspection reports and be told of the results of the inspection. Council will then copy the document and send a copy back to the committee for your records.
- Ensure that user groups of the facility have the necessary public liability and asset protection insurance, where applicable (copies to be submitted to Council quarterly). If they do not have appropriate insurance, they should buy it for their particular event through Council via the hire agreement form. The committee is responsible for ensuring that appropriate public liability insurance is purchased if it is not evidenced by a copy of an insurance policy.
- Ensure that hirers of the facility (casual and seasonal) comply with Council procedures, including pre- and post-hire inspections to identify hazards.
- Ensure the committee notifies Council and the relevant emergency response agency in the event of a crisis at the facility (i.e. fire, serious injury, etc). Council will be able to provide advice and expertise in helping to manage the crisis.
- Council officers to conduct an annual inspection of the facility in conjunction with the Committee of Management,

If the committee believes a risk-management officer is not necessary, the committee must still do the work of risk management. The appointment of a risk-management officer is strongly recommended as the most effective way of ensuring these obligations are met.

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Duties of Office Bearers and Committee Members

4.9 I'm not an officer bearer but a member of the Committee of Management. What are my responsibilities?

- As a member of the Committee of Management it is your responsibility to assist the office bearers in maintaining the reserve / facility
- Inform the committee of any problems you have noticed or have been notified of that need attending to
- Actively participate in committee activities and business
- Attend all committee meetings and participate in decision-making
- Vote as necessary on issues that may arise or decisions that need to be made
- Bring to the committee's attention any known problems or issues

4.10 Can other people become part of the Committee of Management?

- The Committee of Management may co-opt additional people to the committee; however those people do not have any voting rights.
- The Pyrenees Shire reserves the right for a Councillor, the Chief Executive Officer or nominee to attend any committee meeting. Council also reserves the right for its representative to exercise a voting option.
- A co-opted person may be appointed to convene a sub-committee, or to an additional position created by the Committee of Management (particularly if they have skills needed by the committee). However they may not be appointed as one of the four key office bearers (president, vice-president, secretary or treasurer).

4.11 Can the Committee of Management form sub-committees?

- The Committee of Management may form a sub-committee for a particular purpose and may co-opt additional people to the sub-committee.
 - Council must be formally advised in writing of the formation of any sub-committee, and reserves the right to not approve any such sub-committee.
 - It is desirable (but not essential) that at least one Committee of Management member be a part of that sub-committee and act as the convenor.
 - Minutes of sub-committee meetings must be kept.
 - Members of the sub-committee have voting rights, however the sub-committee can only make recommendations to the Committee of Management.
 - The convenor or chair of a sub-committee must report back to each Committee of Management meeting.
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Reporting and Financial Requirements

5.1 Why do we take minutes of every meeting?

- Minutes are the record of all attendances, apologies, discussions and decisions that take place at each meeting.
- Minutes can be referred to at any time to clarify items.
- The minutes should also include a monthly financial report from the treasurer so the committee knows its financial position.
- Minutes provide a formal reference point for the committee on decisions that may be in dispute.
- Minutes are compulsory for every committee meeting.

5.2 Why do we need to give council annual financial returns?

- The committee is regarded as an extension of Council, and Council is required to provide an annual account of all of its financial activities.
- Council requires annual financial returns from each committee to ensure that the committee is financially able to carry out repairs and maintenance of the reserve/facility.
- The information in the returns can also highlight areas in which Council can assist committees with financial planning and management.

5.3 What format should the financial return take?

- a sample is attached for your use, but you do not have to use this format (see Annex 15).

5.4 Does the financial return need to be audited?

- unless specified in the Deed of Delegation, a full audit is not required, but because the Committee of Management holds public money, the return should at least be checked by an independent person such as a bank manager or accountant.

5.5 Who owns any profit we make?

- As the committee of management is acting for and on behalf of Council, any ownership of 'profit' or cash surplus lies with Council.
 - The committee may retain any 'profit' or cash surplus for use, provided that the committee has a plan approved by Council that outlines how a cash surplus will be used to further the maintenance or development of the facility.
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Reporting and Financial Requirements

5.6 General financial record-keeping

To ensure that they make proper and complete financial reports, committees are urged to maintain suitable records. The Australian Taxation Office (ATO) provides two good resources to help with this:

- How to keep your business records (NAT 3029) see Annex 16. (This is not necessarily the most up-to-date copy of this document — please check the ATO website on www.ato.gov.au if you wish to confirm the currency of this document).
- 'E-Record', a CD-ROM containing a simple, easy-to-use electronic package of worksheets on which to build financial records. (NAT 3043).

(The numbers listed above relate to the ATO product ordering system. These numbers are useful if you are contacting the ATO to order these products.)

5.7 Financial Power

Revenue and spending

Revenue received by a committee must be directed to activities associated with the reserve or facility. Revenue can come from grants, user fees, rentals, fundraising activities, donations, etc.

Committees are not required to spend all revenue in the year it is received, and it is quite wise to carry forward some funds into the next year. If a committee has plans for a large development in the next few years (e.g. major renovations), it is acceptable to accumulate funds.

It is strongly recommended that committees do not carry excessive funds for no foreseeable purpose. As the facility is for public use, funds should be spent on maintaining and enhancing the facility.

Fees and charges

Fees can be either non-discretionary (e.g. "Every adult person seeking admission to the grandstand shall pay a fee of \$2.50") or discretionary (e.g. "The committee may, from time to time, determine a scale of fees for admission to the grandstand").

The committee for a reserve/facility determine what fees and charges may be made. Fees and charges must be used responsibly and:

- *Should be in line with similar rates in the area so there is maximum public benefit of the facility; and*
- *Should not use the advantage of lower overheads associated with ownership of the land to the disadvantage of competing activities on private land.*

If normal rates do not seem appropriate, reasonable fees for the purpose must be set. For example, non-profit community groups may receive a discount rate. 'Similar rates' are defined as fees and charges that are in line with the general rates operating in your area at the time.

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Reporting and Financial Requirements

5.8 Mandatory expenses

Water, sewerage, electricity (utilities)

A committee will generally be invoiced by the provider for any water, sewerage or electricity services for its reserve. This includes service and usage charges. The committee may enter into arrangements with certain users of the reserve or facility to pay for such utilities.

Contracts

A committee can only enter into contracts that are directly related to its reserve or facility and within its area of responsibility. Committees can enter a contract to buy services (e.g. mowing), buy goods (e.g. plants and garden supplies) or to undertake a project or works (e.g. construction of a new clubhouse).

It is good business practice to invite quotes or tenders for contracts. The committee needs to judge whether the good or service that is required is of sufficient value or specialised nature that the committee should seek quotes or call for tenders.

For example, if a committee needs a ride-on mower or other expensive equipment it should seek two or three written quotes. However, a committee wishing to undertake some major development work should invite tenders. The quote and tender systems help committees get the best value for their spending.

If a committee seeks to let a contract by inviting quotes or tenders, it should:

- *Achieve value for money in the result*
- *Have open and fair competition for all potential providers*
- *Operate with professional integrity*
- *Provide clear and consistent specifications and documentation to all*
- *Make and record its decisions in a clear and transparent manner.*

Before entering into any contract arrangements, the committee must consult with Council's project manager, who may be able to help with the tendering process. Council's project manager must be consulted on large items, and not on the day-to-day running of the facility.

Borrowing money

Section 86 Committees of Management are expressly forbidden from borrowing money on behalf of the committee. If money needs to be borrowed, the committee should contact Council.

Asset management

As part of its financial records, a committee must maintain an asset register with details of all assets it owns or manages, including buildings and facilities. The register should contain:

- *A description of each asset*
- *The date it was bought*
- *An estimate of its value*

Each year, the asset's value should be adjusted to reflect depreciation (for physical assets such as buildings equipment, and stock). Depreciation is a method of spreading the historical or purchase cost of an asset across its useful life, roughly corresponding to normal wear and tear. It is of most use when dealing with assets of a short, fixed service life, and which lose value over that life, for example a car, which decreases in value over time as it is used.

A copy of the asset register must be forwarded to Council each year, with the financial records.

There is no requirement for a Committee of Management to record the value of the land.

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Powers of a Committee of Management

6.1 What are the powers of a Committee of Management?

- The committee is to manage, improve, maintain and control the land and facility.
- It may carry out works and improvements on the land/facility with the consent of Council.
- It may, in consultation with Council, set regulations for the management, care and protection of the land, giving the committee the power to exercise control over the use of the reserve and the ability to enforce compliance with them.
- In some cases, it may be required to enforce Council policies or regulations (e.g Council's No Smoking policy).

6.2 The power to manage

The management of facilities should be planned, rather than ad hoc, to help achieve the best possible outcomes. Committees are strongly recommended to prepare a management plan or works schedule with a corresponding business plan or annual budget. These documents provide a plan for any expected expenditure to which every member has agreed, and they draw together the big picture of what the committee wants to achieve.

Management documents may include:

- A management plan/management statement. This outlines the committee's aspirations for the use and development of the reserve/facility over its term of office. It details what the committee intends to do to maintain and develop the reserve/facility over the longer term – say, five years.
- A business plan. This outlines how the committee will implement its management plan. It details what actions the committee will need to take – employ staff, enter into leases or licences, seek grant money through Council, etc – over its term to achieve its objectives.
- A financial plan. This details the income and expenditure needed to achieve the management plan. It is often incorporated into the business plan.
- These documents may be developed as a single document rather than as three separate documents. Smaller facilities may simplify this process further into a simple management statement containing a 12-month vision and receipts and expenses.
- A longer-term strategic management plan is essential for any committee to secure any funding from Council or other external bodies.

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Meetings and Meeting Conduct

7.1 How often do we need to hold meetings?

- Meetings need to be run regularly — normally once a month, but if there isn't a lot of new business, the meetings can be held once every three months (at least).
- Your Deed of Delegation has more detailed information about meetings.

7.2 Who can attend our meetings?

- Anyone can attend your meetings.

7.3 Who can vote at these meetings?

- The only people who can vote at these meetings are those appointed to the Committee of Management by Council.

7.4 What if a non-committee member has something they want to say or an issue they want to raise?

- If a non-member wishes to raise an issue, it must be given to the committee's secretary in writing before the meeting, and the committee will then decide if the issue needs to be brought up at that meeting or deferred to the next one.

7.5 What if a non-member starts to interrupt and talk over members?

- If this situation arises, it is up to the president to take control of the meeting and request that this person be quiet and be seated.
- Should their interruption cause too much trouble, the president may ask that person to leave the meeting.

7.6 Attending meetings

Committee members are expected to attend all meetings, but illness, family crisis or other good reasons may result in absences. If you cannot attend a meeting, contact the president, secretary or other office bearer, and your apology will be recorded in the minutes. It is important that apologies are sent and accepted by the committee. Any member's position on a committee will become vacant if they miss three consecutive meetings without approval.

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Meetings and Meeting Conduct

7.7 Managing conflicts of interest

A 'conflict of interest' arises when a person has to make a decision on an issue in which they have – or are perceived to have – a personal interest or benefit in a specific outcome. The conflicts can often be based on financial matters (pecuniary interest) such as contracts or the terms and conditions of a rental or tenure arrangement. For example, a local builder on a committee of management would have a pecuniary interest in any building contracts let by the committee for which he or she had tendered.

Another conflict of interest could be, for example, if a committee member is also a member of the local football club and takes part in a decision to lease part of the reserve to the football club.

A simple way to manage this problem is to disqualify the affected committee members from discussing and voting on issues. Often, people will leave the room once they have declared their conflict. However, this is not always practical, particularly since it could mean that the committee no longer has a majority of voting members present (a quorum).

The key factors in dealing with conflicts of interest are to:

- Acknowledge they exist
- Be open and transparent in managing them, within and outside the committee.

7.8 Keeping good conflict-of-interest records

Keeping good public records is crucial for a committee to be regarded as open and transparent in managing conflicts of interest.

The committee minutes must record how conflicts of interest were handled. For example, a committee member who is a builder declares he has a conflict of interest on the next agenda item, a building contract to be discussed.

The minutes must record:

- What the conflict was
- If the committee member left the room (at what time he left/returned and at what stage of the discussion)
- The result of the discussion and the decision made.

Private interests should not be confused with specialist knowledge, which is not a conflict of interest. For example, a member who is a builder, but who is not tendering for the job, would have useful specialist knowledge.

7.9 Working through a conflict of interest

Generally, a committee member with a conflict of interest will not take part in the discussion or voting on that particular issue. However, to maintain a quorum the member(s) may have to take part.

Here's what should be recorded in the minutes when members with declared conflicts of interest must take part in the discussion and decision-making:

1. The decision
2. Which members have a conflict and what they are
3. How each member voted
4. Why the committee believes it has made the most appropriate decision

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Meetings and Meeting Conduct

7.10 Meeting Procedures

This section provides greater detail on meeting procedures. However, each Committee of Management decides its own meeting procedures, and the information below is given as a guide only.

7.10.1 Notice of the meeting

A notice of meeting, typically incorporated with the agenda, is circulated to committee members at least two days, and preferably a week, before the meeting.

Reasonable notice of meetings should also be provided to the public. This may involve publishing annually a schedule of meetings, or publishing a notice of meeting just before each meeting.

7.10.2 Agenda

Before any meeting an agenda is prepared. The agenda is a short document that sets out the business to be dealt with at the meeting.

Usually the secretary, in consultation with the president, prepares the agenda, but all committee members can nominate items of business to be included on the agenda.

A typical agenda includes some or all of the following:

- Details of time and place of meeting (notice of meeting)
- List of all members, and any non-members invited to attend
- Apologies (if known)
- Minutes of the previous meeting
- Correspondence inwards
- Correspondence outwards

Reports:

- secretary's report
- treasurer's report
- manager / caretaker's report, and
- General business

An example of an agenda is shown in Annex 14.

When circulating the agenda, the minutes from the previous meeting and any reports to be considered at the meeting are usually attached.

At the start of the meeting the president usually asks

- (a) if there are other items of business that any member wishes to be added to the agenda, and
- (b) if any member wishes to change the order of the agenda.

The addition of new items at the meeting is generally acceptable, but if those items are contentious and/or some members are absent from the meeting, the committee may decide to refer such items to a subsequent meeting.

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Meetings and Meeting Conduct

7.10.3 Quorums

A quorum is the minimum number of members of the Committee of Management who must be present for the committee to make decisions (a majority).

If, 30 minutes after the start of the meeting, a quorum has not been obtained, the president will decide to:

- postpone the meeting, or
- conduct the scheduled business of the committee, but refer all decisions and motions to a subsequent meeting when a quorum is present for reconsideration and/or ratification.

If, at any time during the meeting a quorum cannot be maintained, the president will decide to:

- close the meeting and refer any unfinished business to a subsequent meeting, or
- continue to conduct the scheduled business of the committee, but refer all decisions and motions made with no quorum present to a subsequent meeting (when a quorum is present) for reconsideration and/or ratification.

7.10.4 Voting

One method for voting is a show of hands. The president calls first for those in favour of a motion, and then for those opposed to a motion, and then declares the result to the meeting. In the event of a tied vote, the president may exercise a casting vote.

7.10.5 Addressing the meeting

For more formally run committees, all committee members addressing the meeting must direct their remarks through the president. A committee member addressing the meeting shall not be interrupted by any other member, except that the president has the right to provide any direction to the member regarding the conduct of that address (appropriate language, length of time taken, etc).

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Meetings and Meeting Conduct

7.10.6 Making decisions / motions

Each decision of the committee should be made by a formal vote, even if everyone agrees, and recorded in the minutes.

Decisions are made by passing motions. Any committee member may move a motion and the president accepts the motion for consideration. This could be as simple as:

“I move that the treasurer’s report be accepted,” Bill Smith moves.

“I second that motion,” says Mary Black.

The president says: “All in favour.” (counts six raised hands) “All against.” (counts no raised hands) “The motion is carried.”

The minutes will record the wording of the motion, who moved it, who seconded it, whether it was passed or defeated, and usually the voting margin.

Committees may have motions that are more complicated and contentious, arising from their discussions on how to proceed with a project or manage their reserve/facility. In such cases, it may be useful for the motion to be written down and read out or circulated before voting, so that everyone is clear about what is being decided.

If a vote is tied, the president has a second or casting vote.

A committee can only make decisions (i.e. move and pass motions) if a quorum of its membership is at the meeting.

7.10.7 Public participation

All committee meetings are open to the public. The form of public participation at any committee meeting is at the discretion of the committee, and may range from simply allowing the public to witness the committee’s proceedings to actively encouraging input into the discussion of general business.

Suggestions on managing public participation include:

- allowing question time at the start of any meeting
- accepting questions in writing, either at the start of the meeting or as part of general business, and
- encouraging deputations and petitions.

A committee that regularly attracts public interest may develop and circulate publicly some simple rules on how members of the public are expected to conduct themselves in committee meetings. These rules can detail any limits on participation, such as limiting questions to two per person, or giving the president the right to eject any person disrupting the meeting.

Members of the public cannot vote on any matter before the committee.

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Meetings and Meeting Conduct

7.10.8 Minutes

Minutes are a formal, written record of a meeting and must be kept for all meetings of the committee. They should record decisions, rather than who said what. At a minimum, the minutes should record:

- the time the meeting started and finished
- the place of the meeting
- the names of the committee members present
- the time of any arrivals or departures of members during the meeting
- a list of all items of business considered
- the exact wording of any motions moved, including the name of the mover and seconder, and the mover and seconder of any amendments to the motion
- a record of any or all of the members who supported or opposed the motion, if requested by any member
- the failure of a quorum
- the results of consideration of any motions – carried, lost, withdrawn, lapsed or amended
- details of any questions taken on notice
- details of any deputations made to the committee, or any guest speakers, and
- disclosure of any pecuniary interest or conflict of interest of any member.

The minutes should enable a committee member not present at the meeting to be informed of all actions and decisions arising from the meeting, and the reasons for those actions and decisions.

Every page of the minutes should be numbered, and should have the date of the meeting.

Minutes are a permanent record of the committee's decisions and proceedings. The secretary should keep a minute book that will be passed on to the incoming secretary at the end of the committee's term. In the longer term, the minute books must be stored and archived in accordance with the Public Records Act because committees of management are public bodies. To facilitate this, all records older than two years should be forwarded to Council for appropriate archiving. See Section 3.5 of this manual for more information on this point.

The minutes of a meeting should be endorsed by the following meeting as being a true and accurate record. The motion endorsing the minutes of a previous meeting should only be moved and seconded by members who actually attended.

Upon ratification of the previous meeting's minutes, the president should sign the minutes, and initial each page of the minutes. Once endorsed by the signing of the president, they must never be altered.

7

Meetings and Meeting Conduct

7.11 The annual general meeting (AGM)

The AGM is a public meeting where the committee reports to its community. It includes:

- ratification of the minutes of the previous AGM
- a president's report on the committee's activities of the past 12 months
- presentation of audited financial statements by the treasurer or secretary
- an outline of the committee's proposed activities for the next 12 months, which may also include seeking the community's approval of those plans.

The AGM should be advertised in advance in local newspapers, on public notice boards and via a mail-out to users of the reserve/facility. Committee members should receive the agenda, reports, and minutes from the last AGM at least one week before the meeting. Ideally, public notification of an annual general meeting should be made at least a week before the meeting.

Attendees can ask questions of the committee (only in the time set aside in the meeting to do so), but the AGM is not a forum for taking motions from the floor or for voting on proposals. These actions can only be undertaken by committee members, and any such business should be held over to the next regular meeting.



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Public Risk Management

8.1 Does Council cover the Committee of Management for public liability insurance and professional indemnity insurance?

- The Committee of Management is indemnified under Council's insurance policy. The Deed of Delegation defines the powers, duties, discretion and functions imposed on the committee. The committee members are covered by Council's insurance only when they are acting within the confines of the Deed of Delegation and are working within the scope of their duties for, and on behalf of, the Council.

8.2 What about volunteer workers?

- Volunteers authorised by the Committee of Management to perform works around the reserve/facility are covered by Council's insurance policy for personal injury provided they are acting in that capacity within the scope of their duties for, and on behalf of, the Council.
- It is the committee's responsibility to keep an up-to-date register of volunteers using the forms in Annex 17. Copies of this register are to be given to Council upon demand.

8.3 What about building insurance?

- building insurance is covered by Council.

8.4 What about contents insurance?

- Contents insurance is covered by Council.

8.5 What about casual hirers and users of the reserve?

- Council's public liability insurance provides cover for users of the facility where Council has a duty of care to provide a safe environment.
- Users and hirers of the facility are expected to have their own public liability cover for activities where the hirer or user owes a duty of care to participants.
- Casual hirers may have access to public liability insurance through Council, where coverage may be purchased on a sessional basis. This must be done before the event is held, when the hire agreements are filled out. See Annex 6.

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Public Risk Management

8.6 What about regular users of the facility or reserve?

- Regular users of the reserve should have their own public liability cover as a condition of using the facility.
- A copy of this insurance is required annually upon renewal of the seasonal hirer agreement with the Committee of Management.
- A copy of this insurance should be forwarded annually to Council's HR manager, with the information about hiring use of the facility. See Annex 7.

8.7 What are the committee's responsibilities for public risk management?

- The committee's responsibilities are outlined under the duties of the Risk Management Officer.

8.8 Public safety program

The aim of a public safety program is to establish procedures to prevent injury to members of the public or damage to third-party property.

8.8.1 Maintaining public safety standards

Once a committee has checked the current safety levels, and undertaken any repairs and improvements necessary to bring the reserve and its facilities up to the appropriate standard, it needs to maintain that standard. To do that, it requires regular inspections, a maintenance program and a system for reporting and remedying faults and defects. This system should be documented.

8.8.2 Regular inspection

The purpose of regular inspections is to detect and repair faults and defects before members of the public, employees or volunteers are injured, or the faults and defects cause a more rapid depreciation of the asset, and hence higher maintenance and repair costs.

Inspections should be conducted regularly using a checklist. The frequency of inspection will vary with the type, nature and uses of that particular facility. Records should be maintained of the facility to be inspected, including details of each inspection and:

- who undertook the inspection
 - the date of the inspection
 - copies of the checklist
 - results of the inspection and any repairs required, and
 - dates the repairs were made and by whom.
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Public Risk Management

8.8.3 Maintenance

A well-documented, regular maintenance schedule should be kept for all facilities.

All facilities should be maintained in a safe condition. Failing to maintain facilities can have worse consequences than not providing the facilities at all. For example, a poorly maintained stairway on a coastal foreshore may be more dangerous than not providing access at all.

The Committee of Management should ensure that it allows for maintenance costs in the budget, and that adequate provision is made for the increased maintenance requirement as the facility ages.

8.8.4 Fault / defect reporting

Faults and defects will be identified as part of the regular inspections, but will also be identified at other times by different people, including committee members, users of the reserve and the general public. They may be fixed immediately, or may require action by maintenance staff or a contractor.

It is crucial for a committee to have a system to record faults and defects that are identified outside the regular inspection program, and to ensure that any such faults and defects are brought to the notice of the committee. Such a system should not rely on casual contact or telephone calls, but must be a written record that includes details such as:

- who identified the fault and defect
- the date it was reported to the committee, and to which committee or staff member
- corrective action required, and
- dates the corrective actions were taken and by whom.

It is essential that prompt action be taken to investigate a matter and carry out the appropriate repairs. It is particularly difficult to defend a case for liability for injury when the injury has occurred to a member of the public after a specific fault or defect had been reported to a committee but had not been acted upon.

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Public Risk Management

8.9 Some Public Safety Tools

8.9.1 Signage

The value of signage depends on its legal standing. A sign by itself has no legal backing unless it is advising of legislation, regulations or local laws.

For example, signs advising users of a facility that they do so “at their own risk” carries no legal backing. Indeed, this type of sign can give committee members, employees or volunteers the false belief that they have no liability for the safety of others who may be affected by committees’ action or inaction.

A sign may have no legal backing but might still be useful, such as in advising the public of physical dangers. Signs such as “Road under repair – take care” serve an obvious useful purpose.

All signs should comply, as far as possible, with the Australian Standards. The Australian Standards Association has produced a wide range of pictogram signs, which are designed to be understood by people unable to read English and which can often be recognised by children. The committee must consult with Council regarding any signage.

The placement of signs must be appropriate to the hazard and, once installed, the signs must be maintained and legible (i.e. not obscured by graffiti or vegetation).

8.9.2 Emergency procedures

The requirement for, or the extent of, emergency procedures will obviously vary, depending on the facilities and the type of emergency that could arise.

Where facilities are provided on a leasing arrangement (e.g. sports ground facilities to sporting clubs), committee members should ensure that emergency arrangements are provided, such as adequate fire-fighting equipment and clear exits, and that the users of the facility have considered the need for an appropriate fire and evacuation drill.

Under Council’s Municipal Emergency Management Plan, Council may take temporary control of a Section 86 Committee of Management-governed facility at any time to help deal with an emergency in the area.

8.9.3 Security

A committee needs to make its facilities as safe as possible for all types of users.

A facility may meet safety standards for its intended use but be unsafe for the de facto uses that, by default, it attracts. For example, car parks, footpaths and paved areas can become de facto skateboarding or bicycle rinks. If a person is injured undertaking such activities, even though they are (strictly speaking) trespassing, they can sue the committee if the injury has been caused by the negligence of the committee or its members or volunteers.

Similarly, a committee may unwittingly create what is known as an “attractive nuisance”. For example, a building site or swimming pool could be considered an attraction to any children in the area. Therefore, the committee has an obligation to ensure that no one can enter the site after hours and injure themselves.

Any committee facility that is to be closed for a period of time should also be secured.

In this type of security, the main aim is not to prevent theft but to minimise unauthorised use of a facility or area outside supervised times.

9

Appointment and Reappointment Processes

9.1 For how long are we appointed Committee of Management?

- This will be detailed in your Deed of Delegation, included in Annex 1, however Council usually appoints a Committee of Management for a three-year term.

9.2 What if someone wants to resign from the committee?

- The person who wishes to resign from the Committee of Management must do so in writing, sign and date the resignation and give it to the committee. The committee then must write to Council advising of the resignation and including the letter from the person resigning.

9.3 What if someone wishes to join the Committee of Management?

- The person wishing to join the Committee of Management must do so in writing, advising the committee that they are willing to carry out the duties and abide by the rules and regulations set out by the Committee of Management. The committee must then write to Council stating that the committee is willing to let this person become a member and including the signed letter from the prospective member.

Council will then have the person either appointed or revoked from the Committee of Management. The term of appointment for the new person will expire on the same date that the Committee of Management's term expires.

9.4 When do we need to appoint a new Committee of Management?

- Council will notify the Committee of Management three to four months before its current appointment expires. All the relevant information will also be forwarded at this time, including the nomination forms to be completed and signed by the nominees for the new Committee of Management.

9.5 How do we appoint a new Committee of Management?

- If the membership of the committee is entirely made up of representatives from organisations or clubs using the facility, the retiring committee will advise those groups of the need to forward nominations for the new Committee of Management.
 - If there are community representatives on the committee, Council will call for community nominations.
 - All nominations are forwarded to Council for a decision.
 - Previously serving members of the Committee of Management are able to reapply to remain on the committee.
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Appointment and Reappointment Processes

9.6 How many people do we need on our committee?

- Committee membership will be detailed in the Deed of Delegation under Section 4 – Membership. See Annex 1 of this document.

9.7 How do we remove a committee member?

- Council can remove a member from a committee at any time, but this power is rarely used.
- If the committee member has been absent for three consecutive committee meetings without first obtaining a leave of absence from the committee.
- Bankruptcy
- Conviction of a serious offence
- The committee member becomes incapable of performing committee duties (for example, chronic illness).

It is a difficult and subjective matter to decide that a fellow committee member is “not performing” – i.e. not carrying out their committee duties satisfactorily. The first step here is for the president or the whole committee to discuss the matter with the member concerned, to try to resolve the issue.

9

Appointment and Reappointment Processes

9.8 What do the office bearers need to do to hand over to a new committee?

The outgoing treasurer should:

- Balance the books and have them audited
- Provide copies of any business plans and financial reports prepared over the committee's term
- Advise the incoming committee of any committed funds
- Organise the changeover of bank account details
- Advise service providers (e.g. gas and water) of the incoming committee's contact details, if applicable, and
- Hand over the books to the incoming committee.

The outgoing secretary should:

- Hand over all correspondence, including the minute book and all copies of these guidelines
- Provide copies of all management plans or statements, and corresponding performance reports, prepared by the committee over its term, and
- Provide all details to the incoming committee of any contracts (e.g. leases, licences or any other contracts for services).

The outgoing president should ensure that the handover is completed in a timely and professional manner, and that the incoming committee is adequately briefed.

Outgoing committee members must return all keys to Council and sign the master key register to show that they have been returned. New committee members must visit Council and collect a key to the facility and sign the master key register to show that they have taken a key.

The incoming committee members must familiarise themselves with:

- Their responsibilities, both as a committee and as individual committee members, by reading these guidelines, and
- The particulars of the reserve/facility they have been appointed to manage, including, if necessary, reviewing and updating the management plan or management statement.

New committee members are not formally appointed until approved by Council.

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Appointment & Reappointment Processes

9.9 Early ending of a committee's term

There are some circumstances under which a committee may wish, or be forced, to relinquish its management responsibility before its term ends. Also, Council may revoke the committee's appointment at any time and either assume direct responsibility for the facility's management or appoint a new committee.

A committee may resign because of the inability of its members to work together or perhaps because its duties have become unnecessary (e.g. a public hall in a remote area might no longer be in demand). If the resignation is not related to a declining demand for the facility, Council may appoint a new committee. The resigning committee should undertake a handover process (9.8).

If Council agrees there is no longer a need for a committee of management for the facility, the outgoing committee, in consultation with Council, will need to wind up the affairs before disbanding.

When this has been completed to Council's satisfaction, Council will resume direct responsibility for the facility and all its assets, including decisions on the disposal of any assets, the revocation or change of purpose of the facility, and any future use of the facility and site.

10

Code Of Conduct

10.1 What is a 'Code of Conduct' for the Committee of Management?

- A 'Code of Conduct' has been established for the Committee of Management. This outlines Council's expectations of committee members (see Annex 3).

10.2 What is a user 'Code of Conduct'?

A user 'Code of Conduct' is a guide to ensure the enjoyment and safety of all users and the protection and maintenance of the facility itself. It outlines the committee's expectations of facility users. A few examples are:

10.2.1 If the facility is a public hall

- Please ensure that all electrical appliances and lights are turned off before leaving the hall (exit lights must be left on at all times)
- Any crockery or cutlery used must be washed and put away
- If necessary, floors to be swept or carpets to be vacuumed
- No blu tack or sticky tape to be used on walls for flyers or decorations
- This hall has a septic tank — please do not place foreign objects down the drains or toilets
- All rubbish to be placed in the bins provided. If no bins, please take your rubbish home.

10.2.2 If a recreation reserve

- Place all rubbish in the bins provided. If no bins, please take your rubbish home
- Please park in designated areas only
- Dogs must be kept on a leash at all times.

These are only a few examples of rules that can be put in place by the Committee of Management to help users maintain the condition of the reserve/hall.

A copy of the 'Code of Conduct' can be placed in the hall or on a wall for all users to read, and can be included in the regulations.

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Grants & Fundraising

11.1 Who do we contact to apply for a grant?

- There are a variety of grants that can be applied for, from state and federal government. Council will help you find funding sources and develop your funding applications.
- Council will lodge the application on behalf of the committee, as the committee has no legal capacity to enter into an agreement with the funder (frequently, local government is the only body that may actually apply for funding). See the Contact List in Annex 2 for appropriate council officers to contact for help in this matter.
- You can also apply to Council for grants under its Community Grants Program (see Annex 5). A long-term strategic plan for the facility is a minimum requirement under this program.

11.2 What can we apply for?

- Generally, grant applications are for the development of the facility, new activities and programs and major works that create new opportunities or increase participation.
- Funding bodies rarely provide funds for regular or cyclic maintenance, or to replace or repair damaged facilities arising from misuse or accident.

11.3 What about fundraising?

- Fundraising is a matter for the committee to deal with. Committees are best placed to decide the best way to raise money, for example:
- Permanent hire of the hall to local clubs to use for meetings, giving a regular income from rental.
- Casual hire of the hall for weddings, parties and dances.
- Holding Sunday markets and making money by charging stallholders a small fee.
- Obtaining sponsors from the community or nearby areas, giving them signs on fences or similar for an annual fee.

11.4 Who sets the user fees?

- The committee can establish standard charges and collect revenue for the use of the facility, however Council can override established charges where it sees fit.
- The committee may reduce or waive fees in special circumstances.

11.5 What things can't the committee do to raise funds?

- The committee shall not undertake any commercial activity without the consent of Council.
 - The committee may not enter into loan arrangements on behalf of Council.
 - Applications for funding may not be submitted to external authorities without the consent of Council.
 - Committees shall not undertake any raffles, except in accordance with the regulations under the Gaming Regulation Act 2003.
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Facility Hire

12.1 How do we hire out the facility?

- Council has an established procedure for facility hire, which the committee is bound to follow.
- All hirers must enter into a hire agreement for all casual, short-term, long-term or seasonal use.
- This means even regular users, such as football or cricket clubs, must have a user agreement with the Committee of Management.
- Seasonal agreements are most easily managed on an annual basis.
- All organisations or individuals hiring the facility must provide evidence that they have public liability insurance cover, or evidence that they are covered by another organisation's public liability insurance, or purchase sessional coverage through either Council, the committee or an insurance broker. If the hirer provides evidence of their own public liability insurance cover, the committee is responsible for ensuring that they get a copy of the insurance for the hire records.





13

Other Legislative Obligations

13.1 Electric power lines

A committee, as the occupier of the reserved land, is responsible for ensuring that trees do not interfere with any electric power lines that run through or into it, even if no power from the line is used on the reserve. This applies only to distribution lines (i.e. ordinary lines) and not to transmission lines (i.e. the larger steel structures carrying high-voltage lines).

The committee is also responsible for the maintenance of any trees on the reserve that may overhang a boundary and interfere with a power line on a neighbour's property.

Any issues with trees should be reported to Council.

13.2 Pests and weed control

A committee, as the occupier of the land, has an obligation to control all weeds and pests on its reserve and ensure that they do not invade neighbouring land. Grants may be available through Council to assist in pest and weed control.

13.3 Fire prevention works

Reserves in rural areas may need to carry out fire prevention works before summer. As a first step, contact Council's Municipal Fire Prevention Officer.

13.4 Buildings

For buildings that require an occupancy permit, and were built after July 1994, that occupancy permit will include a list of essential services for the building (fire mains, exit doors, etc) and the maintenance required for those services. Council will undertake this responsibility.

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Pyrenees Shire
Section 86
Committee of Management Manual
Annexures



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Deed of Delegation

DEED OF DELEGATION OF COUNCIL'S POWERS AND FUNCTIONS TO A COMMITTEE OF MANAGEMENT PURSUANT TO THE PROVISIONS OF SECTION 86 OF THE LOCAL GOVERNMENT ACT, 1989.

The Pyrenees Shire Council, pursuant to the powers conferred under Section 86 of the Local Government Act, 1989 hereby delegates to a Committee of persons known as the Pyrenees Motocross Reserve Committee of Management the powers and functions hereunder specified (other than the power of delegation) with regard to the management and control of the Pyrenees Motocross Reserve.

1 DEFINITIONS

- 1.1** Pyrenees Shire Council (herein after referred to as the "Council.")
- 1.2** [name of facility] Committee of Management (herein after referred to as the "Committee.")
- 1.3** [name of facility] (herein after referred to as the "Facility"), including all buildings and features as described in the attached Plan1 and all assets as listed in Annex "A" and Plan 1.
- [Annex A lists all assets in building/s; Plan 1 details the floor/site plan of the buildings & grounds that the committee is to be responsible for]

2 POWERS AND FUNCTIONS

The purpose of the Committee is as follows:

- 2.1** To maintain and develop the Facility for the overall benefit of the community.
- 2.2** To advise Council in relation to the general development and maintenance of the Facility.

3 DUTIES

3.1 Management of the Facility

- 3.1.1** The Committee shall be responsible for the day to day management of the Facility and grounds as identified on the attached plan.
- 3.1.2** The Committee shall utilise the Facility to the best economic advantage of its community.

3.2 Financial Management

- 3.2.1** The Committee shall establish standard charges and collect revenue for Facility usage.
- 3.2.2** The Committee may reduce or waive revenue collection fees in special circumstances.
- 3.2.3** The Committee may undertake fund raising activities for the purposes of maintenance or development of the Facility.
- 3.2.4** The Committee shall use the funds accrued for:
- 3.2.4.1** Maintenance of the Facility
- 3.2.4.2** Administrative costs involved in the efficient management of the Facility
- 3.2.4.3** Development of the Facility
- 3.2.4.4** Community Development activities auspiced by the Committee
- 3.2.4.5** Any works authorised by Council.
- 3.2.5** The Committee shall not undertake any commercial activity without the consent of Council.
- 3.2.6** The Committee may not enter into loan arrangements on behalf of Council.
- 3.2.7** Applications for funding may not be submitted to external authorities without the consent of Council

3.3 Facility Maintenance

- 3.3.1** The Committee is responsible for the identification of maintenance works associated with the Facility.
- 3.3.2** The Committee shall be responsible for the undertaking of minor maintenance requirements and shall manage this from any funds supplied by the Council, or funds generated by the Committee through hire charges and fund raising activities.
- 3.3.3** The Council is responsible for undertaking major maintenance requirements, and may consult with the Committee for identifying and undertaking major maintenance requirements.

Deed of Delegation

- 3.3.4** The Committee shall be responsible, in conjunction with Council, for the development of a maintenance schedule for the Facility.
- 3.3.5** The Maintenance schedule for the Facility over the next financial year shall be determined and a copy forwarded to Council.
- 3.3.6** The budget for the next financial year shall be determined and a copy forwarded to Council.
- 3.4 Facility Development**
- 3.4.1** The Committee in conjunction with Council is responsible for the development of a strategic plan for the Facility.
- 3.4.2** Council may refer any development proposals initiated by itself to the Committee for comment.
- 3.4.3** Submissions to Council for Capital Works and General Revenue must be received by 01 March each year for consideration in the forthcoming year's Council budget.
- 3.4.4** Council shall assist the Committee in the development of funding submissions that address developments identified in the strategic plan for the Facility.

4 MEMBERSHIP

- 4.1 The Committee shall comprise:**
- 4.1.1** One person nominated as representative by each of the key stakeholder or user groups of the facility, as listed in Annex "B."
- 4.1.2** The Pyrenees Shire reserves the right for a Councillor, the Chief Executive Officer or nominee to attend any Committee Meeting. Council also reserves the right for its representative to exercise a voting option.
- 4.1.3** A Community Representatives recruited by a public nomination process.
- 4.1.4** The Committee may co-opt additional persons to the committee; however those persons shall not have any voting rights.
- 4.2 Committee - Nomination**
- 4.2.1** The Committee will advise Council of nominations to replace retiring user group representatives on the Committee of Management.
- 4.2.2**
- 4.2.3** The Council will publicly advertise in a local newspaper calling for nominations to Council to replace the retiring Community Representative\ s of the Committee of Management (where this applies).
- 4.2.4** In the event of an extraordinary vacancy of a Community Representative, notice is to be publicly advertised by Council in a local newspaper calling for nominations. Nominations are to then be submitted to Council. For the purpose of retirement, the term of the extraordinary appointment shall be deemed to be the same as the last holder of the position, and the new appointee shall serve out the term of the last holder.
- 4.2.5** The Committee shall make recommendations to the Council for replacement Community Representatives.
- 4.2.6** All retiring Community Representatives of the Committee are eligible for re-appointment.
- 4.2.7** The Committee shall choose from amongst its members
- a President
 - a Vice President
 - an Honorary Secretary
 - an Honorary Treasurer
- 4.2.8** The Committee may choose to have additional executive positions.
- 4.2.9** The Committee shall be empowered to declare a member's office vacant if he/she fails to attend three (3) consecutive meetings without first obtaining leave of absence from the Committee.
- 4.2.10** The term of office of the Committee of Management shall be three years, at the conclusion of which, all members shall retire.

5 ANNUAL GENERAL MEETING AND OTHER MEETINGS

5.1 Annual General Meeting

5.1.1 An Annual General Meeting of the Committee shall be held in the month of August each year at which:

5.1.2 The President shall report in writing on the activities of the Committee for the previous twelve (12 months.)

5.1.3 The Treasurer shall present a statement of income and expenditure for the year ending on 30 June.

5.1.4 A copy of the Annual General Meeting minutes and reports shall be forwarded to council (it should be noted that these may be posted Council's Internet Web site).

5.1.5 Members of the Committee shall give their full names and addresses, for the service of notices, to the Secretary who shall record them and forward a list of Committee Membership to council.

5.1.6 Membership of the Committee shall be advertised through Council's Community directory and Internet Web site

5.2 Ordinary Meetings

5.2.1 The Committee shall convene a minimum of six (6) meetings annually.

5.3 Extraordinary Meetings

5.3.1 An extraordinary meeting of the Committee may at any time be called by the President or by any three (3) members by notice in writing to the Secretary who shall convene such a meeting by notice in writing to all members not less than seven (7) days prior to the date of the meeting.

5.3.2 Four Committee members shall be a quorum at any meeting of the Committee and no business shall be transacted at any meeting unless a quorum is present.

5.3.3 Each member shall have one (1) vote and in the event of any equality of votes, the President of the meeting shall have a second or casting vote except on the election of President (in which case the election shall be decided by lot.)

5.3.4 No meeting of the Committee shall be invalidated in consequence of there being any vacancy in the number of members at the time of such meeting provided there is a quorum.

5.4 The Secretary shall keep proper minutes of all proceedings of the Committee.

5.5 Council may request the minutes of any ordinary or extraordinary meeting and the Secretary shall forward a copy to the Council within fourteen (14) days of the receipt of such a request.

5.6 At all meetings of the Committee, the President shall be Chairperson but if at any meeting he/she is not present within fifteen (15) minutes from the time fixed for the meeting or is unwilling to act, the members present shall appoint one (1) of their members to be Chairperson of such meeting.

5.7 The proceedings of the Committee shall, with such adaptation as is necessary be in accordance with Council's meeting procedure Local Law No. 2

5.8 All recommendations, reports and inquiries to the Council must be in written form addressed to the Chief Executive Officer.

5.9 Pecuniary & Conflict of Interest

5.9.1 Committee members shall declare any items of Pecuniary or Conflict of Interest on the agenda at the start of each meeting.

5.9.2 A member who has declared a Pecuniary or Conflict of Interest and shall not take part in any discussion or voting on such items.

5.9.3 A member who has declared a Pecuniary or Conflict of Interest and may make a presentation to the Committee on such items.

5.9.4 A member who has declared a Pecuniary or Conflict of Interest and may be required to leave the room during discussion of such a item (however it should be noted that where this may affect the presence of a quorum, the Committee may choose to allow the member to remain).

Deed of Delegation

6 FINANCE

- 6.1 The financial year shall be 1 July to 30 June, and all accounting functions shall generally conform to the requirements of the Municipal Accounting Regulations.
- 6.2 After agreement with the Committee, the Council may send to the Committee accounts being for costs and expenses incurred directly or indirectly by Council in regard to the functions of the Committee.
- 6.3 The Honorary Treasurer shall prepare and make ready for audit a financial statement of income and expenditure at the conclusion of each financial year no later than the 31 July in each year pursuant to the provisions of Section 96 (5) of the Local Government Act.
- 6.4 The Honorary Treasurer and his/her representative shall, as soon as possible after the receipt, pay all monies received by the Committee into the established bank account.
- 6.5 No monies shall be drawn out of such account save by cheque signed by any two (2) of the following four:
- 6.6 President, Secretary Treasurer or Vice President

7 AUDIT

- 7.1 The annual financial statement of income and expenditure shall be forwarded to Council by no later than 31 August each year.
- 7.2 On seven (7) days clear notice all financial and accounting records shall be presented to the Chief Executive Officer.
- 7.3 The Committee's books of account shall be liable to audit by Council's Municipal Auditor.
- 7.4 Unless specified, a full audit is not required however the Committee shall cause all financial and accounting records to be checked by an independent person i.e. A bank manager or accountant.

8 INSURANCE

- 8.1 **The Council will indemnify the Committee against the following and pay all costs incurred in respect of:**
- 8.1.1 Building Insurance,
- 8.1.2 Public Liability Insurance,
- 8.1.3 Contents Insurance (limited to items listed in Annex A),
- 8.1.4 Fire and extraneous perils, accidental damage, burglary and theft, loss of records and removal of debris in respect to buildings, contents and all other properties within the confines of the Facility (Material Damage Insurance.)
- 8.2 **The Committee is responsible for the development and implementation of a Risk Management Plan for the Facility.**
- 8.2.1 The Risk Management Plan shall be audited by Council's risk Manager.
- 8.3 **Hirers\users of the Facility**
- 8.3.1 The Committee is responsible for ensuring that all hirers\users of the Facility have their own Public Liability Insurance or in the absence of such, purchase appropriate short term cover available through Insurance Brokers.
- 8.3.2 The Committee is responsible for ensuring that all hirers\users of the Facility have their own Risk Management Plan for the event to be conducted at the Facility and that a copy of this is forwarded to council's Risk manager.

9 REVOCATION OF DEED

- 9.1 The Council may at any time revoke the delegation.
- 9.2 If Council revokes the delegation the Committee shall pay or transfer to the Council all monies and other assets held by or on behalf of the Committee.

Deed of Delegation

THE COMMON SEAL OF THE PYRENEES SHIRE COUNCIL
WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Shire Mayor

Councillor

Chief Executive Officer

Dated this day of 20

Pyrenees Shire Officer List

Pyrenees Shire

5 Lawrence St
Beaufort 3373

Ph 03 5349 1100

Fax 03 5349 2068

Email pyrenees@pyrenees.vic.gov.au

Position

Chief Executive Officer

Director of Corporate & Community Services

Director of Assets & Development

Manager Community Development and Aged Care Services

Manager Economic Development and Community Services

Community Building Project Officer

Town Planner

Building Department

Environmental Health Officer

Risk Manager

Works Manager

Responsibility

Strategic co-ordination and management of Council services

Committee elections, committee membership, financial reporting, meetings and meeting procedural issues. Permits for street stalls and raffles

Infrastructure maintenance, building maintenance, grounds management, roads access, internal roadways, strategic planning, waste management, local laws

Community services, playground development, strategic development, community development, assistance in funding applications

Assistance in relation to economic or tourism-related activities or promotions i.e. community events, 'back to' festivals etc.; community-building programs

Assistance with any community-building programs

Town planning, planning permits. Note: planning permits may be required not only for building development but also for some types of activities and events. It is always best to check with the Town Planner before organising any events.

Building permits, structural issues

Facility inspections, food safety, food hygiene, public health, septic systems

Facility inspections, risk management strategies, Occupational Health & Safety policies & procedures, environmental risks and strategies

Infrastructure works management, i.e. roads and footpaths

Code of Conduct

1 PURPOSE & SCOPE

The purpose of this policy is to ensure that all Committees of Management of Pyrenees Shire Council conduct themselves in a manner which enhances public confidence in local government.

This policy applies to all members of S86 Committees of Management of Pyrenees Shire Council.

2 POLICY

Committee members have a duty to present themselves and conduct themselves in a manner that is ethical, consistent and responsible. To this end, member standards of behaviour will be enforced.

3 PROCEDURE

Standards of Behaviour Towards Other Persons & Fellow Committee Members

- Be honest and fair with others;
- Treat fellow committee members and the general public in a manner consistent with acceptable community standards, maintaining a courteous approach and refraining from any impolite, abusive or offensive behaviour or language;
- Assist each other and display teamwork;
- Avoid criticism of fellow members;
- Act in accordance with equal opportunity legislation, occupational health and safety legislation and the various Acts and Regulations which apply;
- Be impartial in reaching decisions and be prepared to accept the responsibility associated with that decision;
- Treat confidential items and confidential discussions relating to Council/Committee business with the strictest confidence;
- Make decisions consistent with designated delegations;
- Declare any gifts or gratuities;
- Meet appropriate presentation and grooming standards;
- Wear safety clothing as stipulated by the committee;
- Take suitable measures to avoid situations which may have, or may be seen to have a conflict of interest in performance of duties;
- Ensure personal use of alcohol and / or other drugs does not affect work performance or the safety to self or others whilst at work or on official Council/Committee functions.

Appropriate Standards in Conducting our Business

- Act with integrity and honesty;
- Respect the privacy of members and the public;
- Behave in a professional manner, both internally and externally;
- Be innovative, with a focus on performance, outcomes and excellence;
- Act in a way that is respectful;
- Be environmentally responsible;
- Develop and maintain a safe working environment;
- Be effective and open in our communication.

Authority to Represent Council (Media)

- The only authorised persons to make comments to any media are the Mayor or Chief Executive Officer of the Pyrenees Shire Council;
- No member or office bearer of a Committee of Management can make comment on behalf of Council;
- 'Off the Record' statements are not to be made by any Committee members.

Promotion of the Standard

This Standard is to be communicated to all Committee members when they are first appointed as Committee members and at any other such time as is deemed necessary.

Code of Conduct

3

PROCEDURE (continued)

Reporting Breaches of the Standard

Alleged breaches of the Standard should be reported to a Committee President unless the breach pertains to that person, in which case the breach should be reported to Council.

The President may initiate an investigation ensuring that the process of investigating the allegation is fair and consistent.

It is important that the committee member who makes the report is reassured that the matter has been investigated and appropriate action taken. The committee member making the report will not be informed of the detail of the outcome.

Action must be taken to protect the committee member who reported the alleged breach from reprisals.

Ramifications of Breaches of the Standard

Where there is a breach of the Standard, the committee member will be made aware of the breach and asked to explain the circumstances surrounding the breach. Where appropriate, the president will then decide what further action should be taken. This action could be a warning, explanation as to why the behaviour/breach is unacceptable. Further action would need to be given to the Committee to decide.

Examples of Misconduct

Examples of misconduct which would result in a warning or when deliberate and / or wilful misconduct may result in discussions at the Committee are:

- Unauthorised absences from the committee of more than three instances without explanation;
- Unauthorised private use of Committee equipment;
- Dishonesty;
- Unauthorised releases regarding Council/Committee activities to media.

Serious misconduct resulting in the Committee having to decide on a member's ongoing status with the Committee may include (but are not limited to):

- Any deliberate unsafe act which results in, or could lead to, injury to a second person or damage to Council property;
- Any criminal act committed as an member of the Committee, including fraud, vandalism, wilful damage, sabotage or deliberate damage to Council property;
- Physical assault or harassment by a Committee member against any fellow Committee member or member of the general public during the course of his / her lawful duties;
- Accepting secret commission or rewards from a person to afford an advantage to that person in their business dealings with the Committee;
- Disclosing anything relating to the business or transactions of any person having business relations with the Committee so as to afford an advantage to any other person;
- Unlawfully discriminating against, or improperly giving preference to, any person wishing to make use of the services of the Committee;
- Drinking alcohol and being intoxicated, or being under the influence of non-prescription drugs whilst on Committee business to an extent that will impair work performance and / or judgement;
- Misrepresenting Council or the Committee and its activities to the media;
- Stealing Council or Committee property or stealing from other Committee members.

The above list does not cover all types of misconduct but is intended as a guide to what may constitute misconduct and what may become a dismissible offence.

Date Ratified by Committee of Management:

Signature of President:

Signature of Secretary:

Strategic Management Template

(Business Plan)

The following templates are provided as an overview of how to write a business plan for a Committee of Management.

They should be used as a guide, and the Committee should make their plan their own.

A business plan is a necessary step if you want to apply for funding from the Community Grants fund through Council or for any external funding from government.

The process does not have to be a big one, the final document in fact can be no larger than the attached template as long as the words used within it convey the meaning and explain adequately what the Committee is trying to achieve.

The important thing is to get started, as once it is started the whole process becomes a lot easier, and the finished document will help the Committee get a real idea of where they are going, how they are going to get there and how they will know when they have arrived.

Good Luck!

Strategic Management Template

(Overview)

Contents

Cover Sheet

Signature page

Executive Summary

1.0 Introduction

2.0 History of Committee

3.0 Committee objectives

3.1 Mission statement

3.2 Vision statement

3.3 Values

3.4 Goals

3.5 Key Objectives

3.6 SWOT analysis

4.0 Committee position analysis - Key Performance Areas

4.1 Management

4.1.1 Committee name and legal form

4.1.2 Governance

4.1.3 Committee structure

4.1.4 Volunteer management – Recruitment and retention

4.1.5 Demographics

4.1.6 Existing Facility conditions

4.2 Marketing

4.2.1 Fundraising

4.2.2 Promotions

4.3 Operational

4.3.1 Facilities

4.3.2 Equipment

4.3.3 Services

4.4 Financial

4.4.1 Five year financial history and forecast year

5.0 Strategies

5.1 Select an aspect of the Committee to target

5.1.1 Objective

5.1.2 Actions in progress

5.1.3 Strategies for the future

5.2 Select an aspect of the Committee to target

5.2.1 Objective

5.2.2 Actions in progress

5.2.3 Strategies for the future

5.3 Select an aspect of the Committee to target

5.3.1 Objective

5.3.2 Actions in progress

5.3.3 Strategies for the future

5.4 Select an aspect of the Committee to target

5.4.1 Objective

5.4.2 Actions in progress

5.4.3 Strategies for the future

6.0 Action Plan

6.1 Area of action

6.2 How will we know it is finished?

7.0 Timeline

8.0 Conclusion

9.0 Appendices

9.1 Example Signature

Strategic Management Template (Overview)

COVER SHEET

A cover sheet should include your Committee name, venue address, postal address, contact person, contact phone number and the period covered by the business plan.

SIGNATURE PAGE

It is always important that key personnel are committed to the business plan. Empower them by having them have direct input into the planning process and signing the signature page once contents have been agreed upon.

The signature page should look similar to Appendix 1.

EXECUTIVE SUMMARY

The executive summary summarises who you are, what your Committee does, where your Committee is going, why it is going where it is going, and how it will get there. If you are seeking funding, it specifies the purpose of the funding you seek and justifies the financial feasibility of your plan.

Although the executive summary appears near the front of the plan, it is most effectively written after the rest of your business plan is complete. At that time, your concepts will be well developed and all the information and financial data needed will be available.

In a concise, one-page statement you will sum up the essence of your business plan by including

- Purpose of writing a business plan, aims and objectives
- What your plan incorporates and the time frame of your plan
- Why is funding needed?
- Past achievements
- Recommendations
- Acknowledgments

Strategic Management Template (Overview)

1

INTRODUCTION

An introduction to the business plan process, how it was initiated and who by, why a business plan is being produced and who was involved in the whole process.

2

HISTORY

This section should include the background of your Committee. When it was formed, what facilities are available? <possibly insert a picture of your Committee>

3

COMMITTEE OBJECTIVES

3.1 Mission Statement

Why does the organisation exist? What is the purpose for their existence?

3.2 Vision

A statement that describes where the Committee wants to go. Where you want to be in the near to distant future?

3.3 Values

Values help to make decisions about what is important in your Committee. What values does your organisation see as important?

3.4 Goals

What are the goals of the organisation in question? What is it that they wish to achieve? Ensure that all goals are measurable.

3.5 Key Objectives

A number of statements that clearly outline intentions surround:

1. Bodies - Issues surrounding people
2. Buildings - Issues surrounding facilities and equipment
3. Budget - Issues surrounding money and finances

3.6 SWOT Analysis

Specific statements (can be one word or more) outlining the organisations:

STRENGTHS	WEAKNESSES
OPPURTUNITIES	THREATS

4 COMMITTEE POSITION ANALYSIS – KEY PERFORMANCE AREAS AND FOCUS AREAS

4.1 Management

4.1.1 Committee Name and Legal Form – S86 Committee of Management for the Pyrenees Shire Council.
(Please insert committee name)

4.1.2 Governance

The (name of Committee) is run by a paid/unpaid administration made up of a committee of (number of people). The (name of Committee) was enacted as a S86 Committee of Management for the Pyrenees Shire Council under the Local Government Act 1989, and as such its powers are contained within its Deed of Delegation.

Insert a table outlining committee members and their position.

4.1.3 Committee structure

This section consists of elected positions of President, Vice President, Secretary, Treasurer and elected general committee members.

You may want to include an organisational chart.

Table

4.1.4 Volunteer Management

Table outlining all Committee volunteers and the positions they have taken on. How does the Committee go about recruiting/retaining volunteers?

4.1.5 Demographics

The changing demographics of your local community can play an important part in your planning process. There are a number of factors that affect the environment of your Committee.

4.1.6 Existing facility conditions

Give a brief description of your current facility conditions and any work that has been done to improve the quality of your facilities.

4.2 Marketing

4.2.1 Fundraising

Does the Committee partake in any fundraising? Are there any opportunities that the Committee may be missing out on?

4.2.2 Promotions

How does the Committee promote itself to the general public? Do they have a plan in place to promote the Committee?

Table

This section should include a description of your Committees most successful promotional activities over the past year. How did you measure its success? (ie. community markets, rent to clubs etc).

4.3 Operational

4.3.1 Facilities

What facility(s) does your Committee control?

4.3.2 Equipment

Does the Committee own any equipment? Are they in need of new and updated equipment?

4.3.3 Services

What services does the Committee provide for the general public?

4.4 Financial

4.4.1 Five year financial history and forecast year

NOTE: Optional. Committees may wish to add financial information to their business plan.

Strategic Management Template (Overview)

5

STRATEGIES

5.1 Select an aspect of the Committee to target (eg. Seasonal User Groups)

5.1.1 Objective:

A statement that clearly outlines the organisation's intentions surrounding the issue.

Strategies to implement Committee policies & procedures where needed:

5.1.2 Actions in progress:

A list of actions that are already in progress or activities that the Committee already undertakes.

5.1.3 Strategies for the future:

A list of actions that the organisation has planned to do in the future.

NOTE: This process can be repeated for a number of aspects within the Committee.

Strategic Management Template (Overview)

6 ACTION PLAN

- 6.1 Area of action:** Same area(s) as looked at in strategies section.
- 6.2 How will we know it's finished:** Specific measurement or it could be on-going.

Action What will be done	Responsibility Who will oversee/do it	Others Who else should be involved	Timeline When will it be done	Resources What is required to do it

Strategic Management Template (Overview)

7

TIME LINE

12 Month Action Sheet - To Be Checked At Every Committee Meeting

Date to be Completed by:	Person(s) Responsible	Action to be Completed
November 2007		
December 2007		

A twelve month account of what should happen month by month. During the first few months, putting the business plan into place and the activities involved with that process should take up most of the time.

8

CONCLUSION

A quick conclusion of how the strategic planning process went. What went right and what went wrong should be included so that next time the process is completed, the reader can see what to repeat and what to change.

9

APPENDICES

9.1 Appendix 1 – Example Signature

The following Business Plan has been developed at length and agreed to and signed off by the following stakeholders of <name of Committee>

Name	<input type="text"/>	Signature	<input type="text"/>
------	----------------------	-----------	----------------------



Group Name

Group ABN

Contact Person

Postal Address

Email Address

Telephone Contact

BH:

AH:

MOBILE:

OTHER:

The purpose for which Community Grant is sought, including timing for expenditure of grant:

Amount of Grant sought: \$ (Grants will be funded to a maximum of \$1500)

Has your service, project or event previously received a Community Grant from Council?

Yes

No

If yes, please specify how much

\$

and date

/

/

Does the service, project or event receive any other support from Council?

Yes

No

If yes, please specify

What community benefit will be derived from the service, project or event?

Is there a demonstrated need in the community for the service, project or event?

About Your Group:

Does your Group operate within the Pyrenees Shire?

Yes

No

Is your group incorporated as a community organisation

Yes

No

Is your group a non-profit organisation

Yes

No



Financial Information:

What contribution can your group provide for this project?

Cash Contribution \$

In-kind Contribution Valued at \$

Please attach details of in-kind contribution

Please provide your most recent annual financial report

Have you made or are you going to make an application to any other funding bodies for this project?

No Yes Still under consideration Amount sourced \$

If yes, please specify the source(s):

I / We agree to abide by the conditions as specified in the Community Grants Policy:

Signed: Date: / /

Name: Position:

Community Grants Policy

PURPOSE:

The Community Grants Policy recognises the importance of providing financial assistance to local community groups to enable them to develop and provide innovative activities, which promote community participation and wellbeing.

THE GRANTS PROGRAM:

Grants are provided in recognition of the contribution made by community groups and volunteers in promoting community participation and building stronger communities.

Council makes a yearly budget allocation, which is made available in two funding rounds.
Grants will be to a maximum of \$1500.

Funding will only be provided to community organisations which:

- Operate within the Shire
- Are incorporated as a community organisation
- Are a non-profit community group

ELIGIBILITY CRITERIA:

Projects, services or events, for which funding is sought must:

1. be located in or provide services to the residents of Pyrenees Shire.
2. have a clear intent or purpose which, when achieved, will benefit the residents of Pyrenees Shire.
3. not unnecessarily duplicate existing services or activities.
4. not have been funded in the previous round by Council.
5. have current public liability insurance which covers the activity.
6. have an Australian Business Number (ABN) or exemption from the Australian Taxation Office.
7. not be in debt to Council.

PRIORITY SETTING:

Priority will be given to projects, services or events which:

1. meet an identified community need and there is clear community benefit.
2. the applicant group contributes to the activity with its own funds and/or in kind efforts.
3. the activity encourages the community group to broaden their role in the community.
4. have not received a grant in the previous round.
5. are not already supported by Council

CONDITIONS OF GRANT:

The grant is made subject to acceptance of the following conditions:

- A statement along with supporting documentation (eg. receipts) specifying that the grant was spent for the purpose for which it was approved must be forwarded to Council by 30 June in the financial year the grant was made.
- Any unspent funds from the grant as at 30 June must be returned to Council
- Acknowledgement of Councils support must be included on all promotional material



Application for a Temporary Limited Licence

Liquor Control Reform Act 1998

OFFICE USE ONLY	
Date Rec'd	
Receipt No.	
File No.	

About temporary limited licences

A temporary limited licence may be granted to cover a:

- one-off event, such as a ball or presentation night, or an
- extension of trading hours for a one-off event, or a
- series of events over a limited season, such as a theatre production or racing carnival.

The following limitations apply to the issuing of temporary liquor licences:

- a person or organisation may apply for temporary licences to cover a maximum of six one-off events at a venue over a 12-month period
- a maximum of three events will be accepted per application
- where an application is made for a series of events over a limited season, the season must extend for no longer than three months
- an applicant must have the right to occupy the premises during the event or season nominated.

If your requirements for a liquor licence exceed the above, you may apply for a permanent licence. You can contact us on 1300 65 03 67 for more information.

Applications for limited licences should be lodged at least 35 days before the event commences. In some cases, you may be required to provide further information or a floor plan of the premises, or to publicly display a notice of the application.

A person must be over the age of 18 years to apply for a liquor licence.

You can apply online for a temporary limited licence at www.consumer.vic.gov.au

Details of applicant

Name of person, club or company making the application

Postal address

State	Postcode

Permanent Victorian Liquor Licence number (if applicable)

ABN (if applicable)

Name of contact person

Daytime telephone number

Email address (if applicable)

Fax number (if applicable)

Details of event

Name of event (if applicable)

Description of event (nature and purpose)

Venue name (where the event is being held)

Venue address

State	Postcode

Right to occupy

- I, the applicant, or on behalf of the applicant, certify that I/we have the right to occupy the premises during the event(s) or season nominated.

Provide a description of the venue (eg community hall, sports ground etc. Indicate which part of the venue will be used for the supply and consumption of alcohol and whether this area is indoors or outdoors)

What type of event(s) are you proposing to hold?

- one-off event such as a ball or presentation night etc - complete Section 1 below
- a season of events held over a limited period of time such as a theatre production, racing carnival, street festivals or marketing promotions - complete Section 2 below

Section 1 - One-off events

This section should be completed by persons seeking a liquor licence for one-off events and by existing holders of a liquor licence who are applying for an extension of hours to cover one-off events

Event No	Date of event	Start time	Finish time	Estimated number of patrons
1.				
2.				
3.				

Section 2 - Season of events

This section should be completed by persons seeking a liquor licence for events run regularly over a limited period of time or 'season'. Such events may include a theatre production, racing carnival, street festival or marketing promotion.

Length of season (note: the season cannot be more than a three month period or you will need to apply for a permanent licence)

Start date End date

Frequency of events during the season

On what days of the week will events be held (eg Monday, Tuesday, everyday, weekend)

During what hours will the events be held (eg 2.00pm to 10.00pm)

Provide an estimate of the maximum number of patrons attending a typical event during the season

Signature of applicant

I certify that I am over the age of 18 years and that the information contained in this application is true and correct and understand that it is an offence under section 118 of the *Liquor Control Reform Act 1998* to make a false and misleading statement.

Signature of applicant Date

How to pay for this application

The fee is \$56.80 or for permanent licence holders \$26.10. Fee amounts are applicable until 30 June 2008. There is no GST payable. You can pay by cheque, money order or credit card. Cash will be accepted only if paying in person. Cheques and money orders are to be made payable to "Consumer Affairs Victoria". If paying by credit card, fill in your credit card details below. Application fees are not refundable.

Visa Mastercard Bankcard Amex Amount \$

Card number Card expiry date /

Name of cardholder Signature of cardholder Date

How to lodge this application

By fax to: (03) 8684 0688

By post to: Consumer Affairs Victoria – Liquor Licensing GPO Box 4304 Melbourne 3001

In person to: 113 Exhibition Street Melbourne Victoria 3000

(Counter hours 8.30am-5.00pm Monday to Friday – closed on public holidays)

Please note that the lodging of an application does not automatically mean that the application will be approved. Applicants should not advertise or promote the event(s) before the application is approved.

Privacy - Consumer Affairs Victoria is committed to responsible and fair handling of personal information consistent with the *Information Privacy Act 2000* and its obligations under the *Liquor Control Reform Act 1998*. All information provided in this application is available for public viewing.

LL 10 (1/7/07)



Facility Hire Agreements

Council Controlled Buildings

01 PURPOSE

To facilitate the timely and accurate process of taking bookings, keeping records and taking payment for Hall's, Community Centres and Resource Centres under the control of Council

02 SCOPE

To identify the procedural actions required when Council Controlled Hall's, Community Centres and Resource Centres are hired out to the public, community organizations or other public bodies. It extends to cover the Avoca Hall, Avoca Community Centre, Avoca Resource Centre, Beaufort Hall, Beaufort Community Centre, Beaufort Resource Centre and other Council controlled facilities that may be let from time to time.

03 ACTIONS AND RESPONSIBILITIES

3.1 Facility Acceptable for Hire

The Customer Services Officer/Facility Co-ordinator is to ensure that the facility to be hired meets the requirements of the potential hirer. Unsuitable issues may be the type of hirer for the facility, activities proposed to be undertaken, deficiencies in the facility, any dangers that may exist if granted access to the facility etc.

3.2 Maintenance & Cleaning of Facilities

3.2.1 Maintenance

Monthly workplace inspections are undertaken by Management representatives for all Council controlled buildings. Refer: Workplace Inspections Procedure PYR-09-209

3.2.2 Cleaning of Facilities

All Council Controlled Buildings are cleaned on a regularly cycle by Councils Contract Cleaners except for the Avoca and Beaufort Hall. These facilities are to be cleaned on a "need basis" prior to any hiring of the venue. The Customer Service Officer/Facility Co-ordinator shall notify Councils Contract Cleaners of any permanent or casual bookings of the date, time and what facility is required at the time of taking the booking and at least one week prior to the hiring as a follow-up.

3.3 Fees, Charges and Bonds

3.3.1 Fees and Charges

Council Controlled Facility hire fees are set by Council from time to time. Requests for any variation to these fees and charges are to be directed to the relevant Director or Chief Executive Officer. Refer to the Schedule of Fees and Charges for Council Facilities – CUS-09-23(6.1) for the current hiring and insurance costs.

3.3.2 Security Deposit

A Security Deposit is required for certain types of functions that are held in Council Controlled Facilities. These can be identified by checking the Schedule of Fees and Charges CUS-09-23(6.1) which will identify what functions require a Security Deposit. The Customer Services Officer/Facilities Co-ordinator shall receive the Security Deposit and issue a receipt. Details of the Deposit are to be recorded on the Security Deposit Record Schedule CUS-09-23(7.0), Facility Booking Diary CUS-09-23(1.0) and Hire Agreement CUS-09-23(2.0).

For the returning or withholding of Security Deposit monies, refer to 3.6.2 Post-Event Inspections for full details.

Facility Hire Agreements

Council Controlled Buildings

03 ACTIONS AND RESPONSIBILITIES (CONTINUED)

3.4 Bookings, Agreement and Conditions of Hire

The Customer Service Officer/Facilities Co-ordinator shall take all bookings for Council Controlled Facilities. A Facilities Hire Checklist CUS-09-C23A is to be obtained and the first section completed prior to completing the Hire Agreement CUS-09-23(2.0). The Hire Agreement CUS-09-23(2.0) is to be fully completed, formally acknowledged and signed off by the hirer as being read and understood. A copy of the Conditions of Hire CUS-09-23(3.1) is to be given to the hirer.

Under no circumstances are Council Controlled Facilities to be hired without completing a formal Hire Agreement CUS-09-23(2.0).

The Customer Services Officer/Facilities Co-ordinator shall record the booking in the Facilities Booking Diary CUS-09-23(1.0), recording the name or organization hiring the venue, what facility is being hired, time of hiring, contact persons name, phone number and an address for sending accounts. When payment of any bond is received, the receipt number and amount is to be recorded. If full payment is made the receipt number and amounts are also to be recorded.

If the hire fee is not paid prior to the hire, the Customer Service Officer responsible for issuing monthly Invoice/ Statements shall at the end of the month, sent an invoice to the hirer for the required fee. Details for the invoice are to be obtained from the Facilities Booking Diary CUS-09-23 (1.0) or checking the Hire Agreement CUS-09-23(2.0) for payment details.

3.5 Insurance (Public Liability)

All Hirers of Council Facilities must have Public Liability Insurance.

3.5.1 Providing Own Insurance

If the Hirer has their own Public Liability Insurance, evidence of the cover must be produced and a current copy of the policy attached to the Hire Agreement CUS-09-23(2.0) to form part of that agreement. The amount of cover must not be less than five (5) million dollars, insuring the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be bought, made or claimed against Council or Hirer or both, arising out of or in relation to the hiring arrangement.

3.5.2 Council to Provide Insurance

If the Hirer does not have any Public Liability Insurance or does not comply with the requirements of Council in regard to satisfactory cover for the hiring, cover may be taken out through Councils Insurers by payment of the current fee, refer to Schedule of Fees and Charges – Council Facilities CUS-09-23(6.1) and completion and acceptance of the Hire Agreement CUS-09-23(2.0)

3.6 Pre and Post – Event Inspections

3.6.1 Pre-Event Inspection

The Customer Services Officer/Facility Co-ordinator shall conduct a pre-event inspection of all facilities hired. This is to be carried out preferably with the hirer. A walk through of the facility is suggested and any important issues or unusual features are to be verbally pointed out to the hirer. This may include pointing out where equipment or appliances are kept, any “off-limit” areas, location of cleaning equipment and what can or cannot be moved or placed on the building or around the walls such as decorations. Any issue not covered in the Hire Agreement CUS-09-23(2.0) are to be clarified through this inspection. If whilst carrying out any of these inspections, any maintenance needs are identified, they are to be reported immediately to the Management representative. The Management representative shall take immediate steps to rectify any problems or maintenance needs before the venue is re-hired.

Facility Hire Agreements

Council Controlled Buildings

03 ACTIONS AND RESPONSIBILITIES (CONTINUED)

3.6.2 Post Event Inspection

At the completion of the hiring, the Customer Services Officer/Facility Co-ordinator shall carry out a post-event inspection. The condition shall be noted on the Facility Inspection Record CUS-09-23(5.0). If the Customer Services Officer/Facility Co-ordinator is satisfied the hirer has left the premises in an acceptable condition (no damage to buildings, fittings and furniture) and there is no breach of the Facilities Hire Agreement CUS-09-23(2.0), they shall complete a Security Deposit Refund Advice CUS-09-23(8.0) and give to the accounts payable officer who shall raise a cheque through Council creditors to refund the Security Deposit. Once the Security Deposit Refund Advice CUS-09-23(8.0) is processed by the Accounts Payable Clerk, the Security Deposit Record Schedule CUS-09-23(7.0) is to be complete noting when the Security Deposit was refunded or if not what action was taken.

If the facilities have been left in an unacceptable condition and the Facilities Inspection Record CUS-09-23(5.0) identifies a problem or there was a breach of the Officer/Facilities Co-ordinator is to notify their Director who shall take such action to see that the problem is rectified or the bond shall be surrendered.

3.7 Filing and Records

Completed Hire Agreements - CUS-09-23(2.0), Facility Hire Checklists CUS-09-C23A, Inspection Records CUS-09-23(5.0) and any other records or documents that relate to a specific hire agreement shall be filed in Councils Central Records Filing System (Refer Procedure PYR-16-04) against the relevant facility file by the Central Records Officer.

04 STANDARDS AND REFERENCES

Facility Hire Arrangements	CMP Best Practice Manual
Workplace Inspections	Procedure PYR-09-209
Central Records Filing Systems	Procedure PYR-16-04

05 FORMS AND RECORDS

Facility Booking Diary	CUS-09-23(1.0)
Facility Hire Agreement	CUS-09-23(2.0)
Conditions of Hire	CUS-09-23(3.1)
Facility Hire Checklist	CUS-09-C23A
Facility Inspection Record	CUS-09-23(5.0)
Schedule of Fees and Charges – Council facilities	CUS-09-23(6.1)
Security Deposit Record Schedule	CUS-09-23(7.0)
Security Deposit Refund Advice	CUS-09-23(8.0)

CUS•09•23 (2.0)



Club/Organisation:

Name:

Address:

Telephone: BH: AH:

Date of Application: / /

I, of hereby make application for the premises set out in the Schedule to this application for the day and the times specified in the Schedule and I acknowledge having received and read a copy of the Conditions of Hire CUS – 09 – 23 (3.0) and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions.

Signature:

SCHEDULE

DETAILS OF FACILITIES TO BE HIRED:

Name of Venue:

Address:

Date of Hiring: / /

Preparation: From: To: Function: From: To:

DETAILS OF FUNCTION:

Type of Function: No. of people attending:

Will you be serving a meal? Yes No Will kitchen facilities be used? Yes No

Will alcohol be consumed? Yes No Permit Provided? Yes No

PUBLIC LIABILITY INSURANCE:

Have you got your own Public Liability Insurance? Yes No

If YES, copy of Policy to be attached to this application.
If NO or DO NOT comply with Council Requirements Insurance to be taken out with Council's Insurers.

Amount Paid: \$ Receipt No.

SECURITY DEPOSIT: (If Applicable)

Amount: \$ Receipt No. Date Paid:

HIRE FEE:

Amount: \$ Receipt No. Date Paid:

Signature of Authorised Officer: Date Received:

Security Deposit Refund Advice

PYR•09•23 (8.0)



Name of Hirer:

Address:

Date of Hire: / /

Facilities Hired:

Ledger Account: **712010000000**

- A I Authorize the sum of \$..... To be refunded, as the facilities have been inspected and found to be in a satisfactory condition.
- B The Amount of \$..... Is to be refunded, as the facilities were not left in a satisfactory condition and the full Security Deposit is not refundable.
- C The Security Deposit is not to be refunded as the facilities were left in an unsatisfactory condition.

*A/B/C Strike out whichever is not applicable.

Signature of Authorised Officer



Check Suitability of Facilities

Facility Hire Agreement CUS-09-23(2.0) Completed

Conditions of Hirer CUS-09-23(3.0) Given to Hirer

Evidence of Insurance Received

YES	NO
-----	----

IF NO :

Cover taken out with Council Insurers - Paid Receipt No:

Facilities Booking Diary CUS-09-23(1.0) Noted

Security Deposit Required

YES	NO
-----	----

IF YES :

Recorded on Security Deposit Record Schedule CUS-09-23(7.0)

Security Deposit Paid - Receipt No:

Pre-Inspection Carried Out-Facilities Inspection Record CUS-09-23(5.0)

Keys Issued

Post-Inspection Carried Out-Facilities Inspection Record CUS-09-23(5.0)

Keys Returned

Security Deposit Refund Advice CUS-09-23(8.0) Completed

Records Filed

Completed By:

Date:



Date: / /

Facility being inspected:

PRE-EVENT

	Tick		Comments (if applicable)
Facilities Clean, Floors, Walls, Toilets etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Cleaning Equipment Supplied, Brooms, Mops etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Equipment Stored Correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Emergency Exits Clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Fire Fighting Equipment in Place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Facilities, Furniture and Fixtures - Any Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Anything Else to Note	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

POST-EVENT

	Tick		Comments (if applicable)
Facilities Left Clean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Cleaning Equipment Stored Correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Equipment & Furniture Stored Correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Emergency Exits Clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Fire Fighting Equipment OK and in Place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Any Damage to Facilities, Furniture, Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Any Other Loss of Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

Signature of Authorised Officer



HALLS

Type of Function	AVOCA HALL				BEAUFORT HALL	
	Supper Room	S/Room & Kitchen	Hall Only	Hall S/Room & Kitchen	Hall Only	Hall & Kitchen
Reception, Concert, Dance, Wedding, Cabaret Ball, etc.						
Day OR Night	\$13.00	\$26.00	\$45.00	\$83.00	\$45.00	\$70.00
Day AND Night	\$19.00	\$45.00	\$64.00	\$102.00	\$64.00	\$102.00
Security Deposit Required						
Meeting, Lecture, Land Sales						
Day OR Night	\$13.00	\$26.00	\$45.00	\$83.00	\$45.00	\$70.00
Day AND Night	\$19.00	\$45.00	\$64.00	\$102.00	\$64.00	\$102.00
Security Deposit Required						
Bazaar, Fete, Exhibition			\$89.00	\$133.00	\$89.00	\$133.00
Rehearsals, Preparation, Deb Practice, Decoration, Dance Lessons, Exercise Classes			\$13.00		\$13.00	
					WAUBRA HALL	
					\$45.00	\$70.00
					Dance etc.	\$13.00

AVOCA & BEAUFORT COMMUNITY CENTRES

Facility	All Day	Half Day	Night	
Meeting Room	\$38.00	\$26.00	\$26.00	Kitchen extra \$26.00 if using full facilities ie. Meal
Hall	\$51.00	\$38.00	\$38.00	
Allied Health Room	\$26.00	\$26.00	\$26.00	
Beaufort Community Centre - Play Group Hire		\$13.00 per day		

AVOCA & BEAUFORT COMMUNITY RESOURCE CENTRES

Meeting Rooms	All Day	Half Day	
Large Meeting Rooms	\$45.00	\$26.00	Non-profit & Community Groups a recovery fee of \$7.00 per half day.
Small Meeting Rooms	\$26.00	\$13.00	
Tea & Coffee can be provided at a fee of \$1.15 per head			

BEAUFORT COMMUNITY DEVELOPMENT CENTRE

Facility	All Day	Half Day
Meeting Space A (whole space)	\$127.00	\$95.00
Meeting Space B & C (half space)	\$64.00	\$45.00
Community Groups - Meeting Space A	\$58.00	
Community Groups - Meeting Space B & C	\$29.00	

ALL FEES AND CHARGES ARE GST INCLUSIVE

**** Security Deposit Required For All Functions Where Alcohol is Consumed****

PUBLIC LIABILITY INSURANCE - \$14.00

SECURITY DEPOSIT - \$250.00

Security Deposit Record Schedule



CUS*09*23 (7.0)

Bond Refund

Date of Hire	Facilities Hired	Name	Address	Bond Amount	Receipt No.	Date Paid	Amount	Date Paid	Cheque No.	Authorised

LEDGER A/C 7120100000000

Conditions of Hire

Council Controlled Buildings

Council grants the hire of its facilities subject to the following conditions:

- 01 APPLICATION**
- The right to use the hall is subject to the Council receiving a Facility Hire Agreement CUS-09-23(2.0) signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club the agreement must include the personal undertaking by the president and secretary or at least two members of that club.
- 02 SECURITY DEPOSIT**
- For functions that require a Security Deposit, the required sum shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the buildings or any fitting and furniture contained therein, and for any cleaning arranged by the council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the (nominated council officer) to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the security deposit will be returned.
- 03 HIRE FEES**
- Hire Fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable two (2) weeks prior to the date of the function.
- 04 MINIMUM BOOKING TIME**
- The minimum booking time for any Council Facility is two (2) hours.
- 05 USE OF FACILITY AFTER ENGAGED TIME**
- If the area is not vacated by the nominated time, the hirer shall forfeit the entire Security Deposit, if applicable.
- Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.
- 06 CANCELLATION OF BOOKING**
- Any cancellation of a booking for the hire of the premises shall be made at least 24 hours prior to the date of the function.
- 07 INSURANCE**
- The hirer is responsible for obtaining Public Liability Insurance cover by way of a "PRINCIPLES INDEMNITY CLAUSE"
- If the hirer does not have their own Public Liability Insurance or does not comply with the requirements of Council for satisfactory cover, cover is to be taken out with Council insurer's by payment of the current fee. (Refer to current Schedule of Fees and Charges – Council Facilities CUS-09-23(6.1) for the insurance costs)
- If the hirer has their own Public Liability Insurance, evidence must be produced and a current copy attached to the Facility Hire Agreement CUS-09-23(2.0).
- 08 INDEMNITY**
- The hirer agrees to indemnify, and keep indemnified, and to hold harmless the council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.
- 09 ACTS AND REGULATIONS**
- The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By-law or Regulations made thereunder, and shall be liable for any breach of such Acts, Local Laws/By-laws or Regulations. All other Statutory rules. Provisions and regulations of the Commonwealth of Australia or state of Victoria/Tasmania for the time being in force must be complied with by the user and the notice given to the proper officers.

Conditions of Hire

Council Controlled Buildings

10

OBSTRUCTIONS

The hirer shall comply in every respect with regulations under the Health Act and Victorian/Tasmanian Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

11

PERMISSION TO OCCUPY

- (a) The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the Facility Hire Agreement CUS-09-23(2.0) and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
- (b) The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

12

ASSIGNMENT

Hirers that are granted permission to use the facilities shall not assign the right of use to any person, organisation or body.

13

ADULT SUPERVISION

Hirers under the age of 21 years must have the application form referred to in Clause 1, completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions

14

GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

15

SUNDAYS "PUBLIC ENTERTAINMENT"

Where a function comes within the provisions of the Sunday Entertainment Act 1967 the hirer shall prior to the function produce to Council staff the permit form the Minister required under the provisions of the above-mentioned Act.

16

DETERMINATION

If the hirer commits, permits or allow any breach or default in the performance and observance of any of these conditions, the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council if applicable.

17

THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

18

CORPORATE MANAGER

Wherever appearing in these conditions and where the context so admits the expression (nominated council officer) shall be deemed to include any other officer of the Council acting with the authority of the (nominated council officer) expressly or implied.

Conditions of Hire

Council Controlled Buildings

19 REFUSAL TO GRANT HIRE

It shall be at the discretion of the (nominated council officer) to refuse to grant the hire of a hall in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and security deposit paid, the (nominated council officer) shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have not claim at law or in equity for any loss or damage in consequence thereof.

20 GOOD ORDER

- (a) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.
- (b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building

21 PIANO

The Council's piano must not be moved off the stage and no piano shall be brought into the building without the permission of the (nominated council officer). Any authorised movement of pianos shall be done under the supervision of the (nominated council officer). Upon the return of the piano to its original position on the stage the Council shall arrange for the returning of the piano and the cost of such returning shall be paid the hirer.

22 CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

23 DAMAGES

- (a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
- (b) The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

24 SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the (nominated council officer).

25 DECORATIONS STAGE FITTINGS

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the (nominated council officer). All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

26 SMOKING

Smoking is not permitted in any council controlled facilities

27 LIQUOR

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the Liquor Control Commission, and the permit is produced to the (nominated council officer) who shall make an endorsement on the Facility Hire Agreement CUS-09-23(2.0).

Conditions of Hire

Council Controlled Buildings

28 SUBJECT OF ENTERTAINMENT

The (nominated council officer) may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the premises.

29 FREE ACCESS

Any officer or employee of the Council whom the (nominated council officer) may appoint shall at all times be entitled to free access to any and every part of the building.

30 DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the (nominated council officer) thereon shall be final and conclusive.

31 PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Pyrenees Shire Council against any claim for breach of copyright or any other action herewith.

32 EXITS

During the period of the hire, all doors marked "EXIT" must be kept unlocked, for use as escape in case of fire or other emergencies.

33 WHEN VACATING

Heaters and stoves are to be turned off. Fridge's to be turned off and the doors left open. Ensure that all doors are LOCKED and ALL LIGHTING is OFF.

Regular/Seasonal User Hire Documents

INDEX

Description

- 1. Regular Hire Approvals Process
- 2. Reserve Facility User Agreement
- 3. Periodic Tenure Acceptance Form / Annual Access Acceptance Form
- 4. Schedules & Attachments

Regular/Seasonal User Hire Documents

1. Regular Hire Approval Process

Processes	Actions Required	Responsibility
1. Application	1.1. Fill out and provide the Initial documentation. (See checklist below)	Hirer
2. Approvals (Committee of Management, P&G, Risk, CD)	2.1. Review of Application / Documents	Committee of Management supported by IMS
	2.2. Risk Assessment	CoM & IMS
	2.3. Determine whether additional information required	Committee of Management
3. Recommendations to Committee of Management	3.1. Blanket/Conditional Approval	Committee of Management
	3.2. No Approval / Resolution options	
4. Committee of Management determine to accept/reject the hire application	4.1. Application form signed	Committee of Management
	4.2. Evidence of Authority sighted	
	4.3. Signed application form provided to Customer Services	
	4.4. Evidence of Insurance sighted & copied.	
	4.5. Security Deposit received	
	4.6. Hire fee received.	
	4.7. Acknowledgement Signed	
5. Pre-Hire Inspection	5.1. On-site inspection carried out	Committee of Management and Hirer Council
	5.2. Inspection forms filled out and signed by Committee Representative and Hirer.	
	5.3. Provision of Key/s	
6. Post Hire Inspection	6.1. On-site inspection carried out	Committee of Management and hirer Council
	6.2. Inspection forms filled out and signed by Committee Representative and Hirer.	
	6.3. Return of Key/s	CoM
	6.4. Return of Security Deposit (If applicable)	

Checklist of what applicants have to Provide:

Documentation	Provided	Hirer
Evidence of Insurance	Sighted & Copied	CoM, Hirer
Security Deposit	Paid	Hirer
Hire Fee	Paid	Hirer
Evidence of Authority	Sighted	CoM, Hirer

Regular/Seasonal User Hire Documents

2. Reserve Facility User Agreement

This agreement pertains to the [redacted] Reserve.

The agreement is between the Reserve Committee of Management and the User Group/s who are named in and signatories to this agreement.

Definitions :

Council	Refers to Pyrenees Shire Council, the controlling authority of the Reserve, who has established a Delegated Committee to undertake day to day management responsibilities of the Reserve.
Delegated Committee of Management	Refers to the [redacted] Committee of Management, henceforth known as the Committee of Management, who is responsible for the management of the reserve in accordance with Instrument of Delegation authorised by the Pyrenees Shire Council.
User Group	Clubs or other regular community users of the reserve under this Facility User Agreement (FUA) authorised by the Committee of Management.
Reserve	Refers to all built and natural assets on Council owned/controlled lands. This includes but is not restricted to; buildings, ovals, open space areas, driveways, pathways and trees etc included within the Bounds of the Delegation for the [redacted] Reserve.
Facility	Specific area(s) of the Reserve, available for use, allocated to User Group/s per schedule 1
Access	Details of User Group/s entitlements to use specified Facility(ies) as per Schedule 1

Facility User Agreement - Facility Inclusions

Facilities available to be accessed under this FUA to Reserve Users are:

Facility Name	Facility Description	Facility Components
Facility 1		
Facility 2		
Facility 3		
Facility 4		
Facility 5		
Facility 6		
Facility 7		
Facility 8		
Facility 9		

Please see Schedule 1 of "Facility User Agreement; Annual Access Agreement" for details of Reserve User's Annual exclusive/shared use.

Regular/Seasonal User Hire Documents

2. Reserve Facility User Agreement

01 USER FEES

- 1.1 The Committee of Management will establish User Groups fee charges as deemed appropriate as per Schedule 2 of the Annual Access Agreement.
- 1.2 A review of User Fee Charges will occur annually to be confirmed by January 31st subject to Council approval.
- 1.3 All information required by the Committee of Management is to be provided by user groups.

02 OTHER COSTS

- 2.1 The Committee of Management and the User Group shall agree on responsibility for any other costs which may be incurred as a result of or related to tenancy at the reserve.
- 2.2 These other costs may include, but are not limited to, carpark lighting, security systems or services and fire services.
- 2.3 Other costs and the contribution received from the users is detailed in schedule 2 of the Annual Access Agreement.

03 SAFETY & RISK MANAGEMENT

- 3.1 There shall be a joint Emergency Evacuation Management Plan for the facility, to be produced and managed jointly by the User Groups and the Committee of Management. (A copy of the Emergency Evacuation Management Plan is to be maintained by the Committee of Management and made available to Council on request.) It shall be reviewed on an annual basis. Each party shall be responsible for displaying relevant information regarding the Emergency Evacuation Management Plan in their respective areas and ensuring that all persons entering their areas are aware of the Plan.
- 3.2 The Committee of Management shall ensure the safe condition of the facility at all times.
- 3.3 All User Groups must:
 - (a) Comply with reasonable direction of the Committee of Management relating to Sport & Recreation Management and any specific regulations of their own user association.
 - (b) Have in place safety procedures, practices and equipment.
- 3.4 The facility will operate using Risk Management practices consistent with the Council requirements (as stated in the Pyrenees Shire S86 Committee of Management Manual).

Regular/Seasonal User Hire Documents

2. Reserve Facility User Agreement

04 TENURE

- 4.1 User Groups may negotiate exclusive or shared access to the facilities on an annual basis under the "Facility User Agreement; Periodic Tenure Agreement". This is subject to the User Group abiding by the terms of this User Agreement, subsequent variations and written instructions of the Committee of Management.
- 4.2 The Committee of Management is responsible for allocation of tenure of the facility to the User Groups (in writing).
- 4.3 The User Group shall have use of the facility for the period of their tenure, except where access is approved by the Committee of Management for the purposes of:
 - another User Group's out-of-season requirements, including meetings, registration days, presentations etc;
 - promotional activities which may be conducted at the Reserve; or
 - casual hire of the facility
 so long as this usage does not conflict with the currently allocated User Group's needs.
- 4.4 In the interests of the Reserve and the community, the Committee of Management may negotiate any potential booking conflicts to achieve a compromise regarding access.
- 4.5 No sub-letting of the facility by User Groups is allowed.
- 4.6 Where no satisfactory resolution of a dispute regarding access can be reached Pyrenees Shire Council reserves the right to mediate and arbitrate the decision.
- 4.7 Tenure may be revocable at any time, without notice, in the event of any contravention of the conditions of the Facility User Agreement.
- 4.8 The Committee of Management shall ensure Reserve users provide the Committee of Management details of their annual activities. The Committee of Management is to collate this and provide to Council an Annual plan of usage by March 31st, for the year covering the period 1st July to 30th June.

05 USE OF FACILITIES FOR SPECIAL EVENTS

- 5.1 A User Group may negotiate additional access to other areas of the reserve based on needs and availability with the Committee of Management.
- 5.2 All special events (eg Finals Matches, Fundraising, Celebrations, Festivals) are required to obtain a Casual Hire Agreement with Committee of Management.

06 ACCESS /KEYS

- 6.1 The Committee of Management will issue keys to all relevant User Groups upon the completion and signing of the User Agreement.
- 6.2 All keys will be returned to the Committee of Management following the cessation of tenure for each User Group.
- 6.3 The Committee of Management is responsible for maintaining a key register with the names and contact details of all persons allocated with keys and providing an annual update to Council. (March)
- 6.4 A bond may be required prior to hand over of keys as deemed necessary by the Committee of Management, for an amount which they may determine.

Regular/Seasonal User Hire Documents

2. Reserve Facility User Agreement

07

INSURANCE AND LIABILITY

- 7.1** The Reserve and its Facilities is hired at the User's own risk and the User remains responsible for their actions.
- 7.2** The Committee of Management is advised that Public Liability insurance is required to utilise the Reserve and its Facilities.
- 7.3** Council has obtained "General Public and Products Liability Insurance" for casual / adhoc hirers for the hire of the facility. Casual / Ad Hoc is defined as no more than 52 times per annum. This insurance coverage is for not for profit users only and is subject to the policy wording.
- 7.4** The Committee of Management is advised that the following activities are excluded from Council's "Casual Occasional Public Liability Insurance." Conduct of these activities therefore requires the User groups to prove to the Committee of Management (by provision of certificate of currency) that they have obtained appropriate insurance coverage (\$10 million). Without appropriate insurance coverage, the User acknowledges that the stated activities are specifically prohibited:
- 7.4.1** Fireworks
 - 7.4.2** Rock / Pop Concerts
 - 7.4.3** Festivals
- Any unusual activities should be referred to Councils Risk Officer for advice on insurance coverage required.
- 7.5** The User is advised that the following risks are excluded from Council's "Casual Occasional Public Liability Insurance." The User is responsible to ensure that these risks are identified and adequately treated:
- 7.5.1** Sporting participation at the facility
 - 7.5.2** Amusement (children's rides, animal rides, amusement rides and devices, inflatable recreational equipment)
 - 7.5.3** Grandstands
 - 7.5.4** Sub-contractors
 - 7.5.5** Security Personnel
 - 7.5.6** Child molestation
 - 7.5.7** Excludes Products Liability in respect of children's toys
 - 7.5.8** Terrorism Attacks
 - 7.5.9** Electronic Data.
- 7.6** The seasonal users under the "Facility User Agreement; Annual Access Agreement" are not covered by the casual users policy, and they must have their own public liability insurance cover prior to the start of the agreement.
- 7.7** Proof of cover must be provided annually as per "Facility User Agreement; Annual Access Agreement" (A copy of certificate of currency must be supplied to the Committee of Management. Note that you may also be required to supply a copy of the full insurance policy to the Committee of Management or Council upon request).
- 7.8** The User is advised that they are at liberty to obtain Public Liability Insurance in addition or instead of Council's "Casual Occasional Public Liability Insurance."
- 7.9** The User shall be responsible for all actions, claims, penalties, demands, costs, expenses or damages in any way related to any act or omission in respect to the use of services and facilities at the Reserve when the User has booked and or uses the facility.
- 7.10** If the Reserve is left in an unacceptable condition, due to neglect, not including circumstances out of the user's control, which results in an action, claim, penalty, demand, cost, expense or damages, then the user who left the Reserve in an unacceptable condition will be held responsible and liable for any damages/ costs.

Regular/Seasonal User Hire Documents

2. Reserve Facility User Agreement

08 THEFT AND VANDALISM

- 8.1** Council insurance which covers all Council buildings on recreation reserves does not cover contents of the buildings not owned by Council. User Groups must have their own insurance for such purposes relating to loss or damage to any property belonging to the user group within the buildings.
- 8.2** Council shall not be responsible for any loss or damage sustained by the hirer for any person, firm or corporation entrusting to or supplying any article or thing to the user by reason of any such article or thing being lost, damaged or stolen. The user shall indemnify Council against any claim by any such person, firm or corporation in respect of such article or thing.
- 8.3** Any act of vandalism resulting in damage to facilities, due to lack of due diligence by the User Group and whilst under the control of a User Group will be the responsibility of the User Group and the Committee of Management. The responsibility for costs incurred must be negotiated between the two parties. Vandalism must be reported to the Police and to the Nominated Council Liaison Officer immediately for insurance purposes. The User Group and the Committee of Management must keep appropriate documentation in relation to each event of vandalism.

09 BUILDING, ALTERATIONS, ADDITIONS, MODIFICATIONS

- 9.1** No work of any kind, is to be undertaken on a building at a Reserve without prior approval from the Committee of Management and Council. Should a club wish to undertake major works they must first provide relevant plans and permits and obtain written approval from the Committee of Management who also must obtain approval as per the Council delegation to the Committee. Please note should Clubs undertake unauthorised works Council may require these works to be removed or to be completed to Councils requirements.

10 CAR PARKING

- 10.1** Car parking is to occur within designated parking areas only.

11 CODES OF CONDUCT

- 11.1** Alcohol must not be provided or consumed without appropriate license at the Reserve. It is the responsibility of the User Group to ensure that all provisions of licences held are adhered to.
- 11.2** Intoxicated persons will not be granted admission. It is the responsibility of the club to ensure all legal requirements of the public liquor laws are upheld in relation to BYO functions.
- 11.3** Equipment must be maintained in good condition. Replacement of equipment damaged through misuse will be the responsibility of the User Group.
- 11.4** The Reserve encourages access to all groups. Any individual or group, which through their behaviour limits the enjoyment of other users, will be asked to leave the facility.
- 11.5** Animals (with the exception of guide dogs) may not enter the buildings.
- 11.6** Smoking is not permitted in all Council facilities. Users are required to enforce this on behalf of Council through appropriate actions and signage. Users may choose to provide a designated outdoor area receptacles for the purposes of smoking.
- 11.7** No activity is to be conducted at the facility which contravenes the rules and/or guidelines of either Pyrenees Shire Council or the Committee of Management. User Groups are to abide by any decisions of Council or the Committee in relation to use of the facilities.

Regular/Seasonal User Hire Documents

2. Reserve Facility User Agreement

12 CLEANING

- 12.1** User Groups are responsible for cleaning the Reserve and removal of rubbish both inside and surrounding the facility prior to departure from the Reserve on each day of use.
- 12.2** For example:
- 12.2.1** Kitchen benches, crockery and equipment must be cleaned and put away. All foodstuffs are to be removed.
 - 12.2.2** Rubbish bins are to be emptied into large bin outside.
 - 12.2.3** As a guide, floors in all indoor areas utilised must be vacuumed and mopped at the conclusion of every session. Floors, walls, showers and toilets to be cleaned thoroughly throughout the change rooms.
- 12.3** If the shared access areas of the Reserve are left in an unacceptable condition, that being not ready for use for normal programming, due to neglect, not including circumstances out of the clubs control, contract cleaners may need to be employed and the User Group responsible for the neglect will incur all costs associated to remedy this neglect.

13 MAINTENANCE

- 13.1** All User Groups in conjunction with the Committee of Management are responsible for maintenance of the facility due to any damage or necessary maintenance that arises during their use.
- 13.2** All maintenance work must be conducted reported and recorded in accordance with the Committee of Management Appointments and delegations policy and procedures.
- 13.3** An annual condition assessment of all areas is required to be undertaken by the Committee of Management and User Group.

14 COMMUNICATION

- 14.1** The Committee of Management and the User Groups shall work co-operatively to promote each other's activities. This will include reciprocal rights to display promotional literature in areas of the Reserve/facility approved by each and to distribute said material to participants.
- 14.2** User Groups must provide updated contact names and addresses of office bearers following their Annual General Meeting every year to the Committee of Management and Council.
- 14.3** In order to enhance communication between all parties, the Committee of Management shall comprise representatives of all User Groups as well as community representatives.

15 CHANGE OF CONDITIONS

- 15.1** Council reserve the right to change any of the above mentioned conditions and will discuss the changes with the User Groups and Committee of Management prior to implementing any changes.

3. Facility User Agreement

Periodic Tenure Agreement



This agreement pertains to the Reserve.

The agreement is between the Reserve Committee of Management and the User Group as named.

The agreement becomes effective as of the date of signing by the Committee of Management.

Access is granted subject to the terms and conditions of the User Agreement and subject to annual completion of "Facility User Agreement; Annual Access Agreement"

User Group:

Period of Tenure (Not including 'out of season' access):

From: To:

I,
being an Office Bearer of the User Group

Confirm acceptance of the terms and conditions of the User Agreement and hereby sign this agreement to access allocated facilities at the above named reserve.

Signature:

Title as Office Bearer:

Date: / /

I,
being an Office Bearer of the Reserve

Committee of Management hereby sign this agreement to access by the aforementioned user group.

Signature:

Title as Office Bearer:

Date: / /

3. Facility User Agreement

Annual Access Agreement



This agreement pertains to the Reserve.

The agreement is between the Reserve Committee of Management and the User Group as named.

The agreement becomes effective as of the date of signing by the Committee of Management.

Access is granted subject to the terms and conditions of the User Agreement and subject to annual completion of "Facility User Agreement; Annual Access Agreement"

User Group:

Period of Tenure (Not including 'out of season' access):

From: To:

Time of Hiring From: To:

I,

being an Office Bearer of the User Group

Confirm acceptance of the terms and conditions of the User Agreement and hereby sign this agreement to access allocated facilities at the above named reserve.

Signature:

Title as Office Bearer:

Date: / /

I,

being an Office Bearer of the Reserve

Committee of Management hereby sign this agreement to access by the aforementioned user group.

Signature:

Title as Office Bearer:

Date: / /

4. Schedule 1

Access Agreement

In completing this form Facilities are for example, Club Rooms, Oval, Grandstand etc. being specific area(s) of the Reserve available for regular hire use.

Facility Name	Facility Description	Access (Exclusive/Shared)
Facility 1		
Facility 2		
Facility 3		
Facility 4		
Facility 5		
Facility 6		
Facility 7		
Facility 8		
Facility 9		

4. Schedule 2

Fees

User Fees	
Additional Costs	
Total User Fees	

Attachments

- List of Office Bearers (and contact details)
- "Reserve User Group Data"
- Insurance – Copy of Users Certificate of Currency

Tagout Of Unsafe / Defective Equipment

PURPOSE:

To provide the means by which unsafe or defective appliances and minor equipment can be identified, removed from service and isolated until maintenance or repair work is undertaken.

SCOPE:

Extends to include unsafe/defective appliance and minor equipment in all Council work locations including Municipal Offices, Depots, Information and Community Centres, Libraries and Compound areas of Site Works.

The identification of unsafe/defective appliances and minor equipment will extend to enminate from the following:

- Employee awareness and detection from work related processes and activities.
- Scheduled Workplace Inspections carried out in accordance with Procedure PYR-09-209.
- Risk Assessments undertaken from the Identification of Hazards.
- Without limiting all appliances and minor equipment that may be applicable, unsafe/defective appliances and equipment may include the following examples:
 - Office furniture and equipment i.e. PC's, Photocopiers, Fax Machine, Cash Registers, Chairs.
 - Kitchen and Electrical Appliances i.e. Whitegoods, Urns, Microwave Petrol Bowser, Welding Appliance.
 - Electric Power Tools i.e. Drills, Sanders, Saws, High Pressure Cleaner.
 - Heating/Cooling Appliances i.e. Heaters, Cooling Fans, A/C Units.
 - Hand Tools and Implements i.e. Whipper snippers, Small Mowers, etc.

PROCEDURE:

1. Reporting Responsibilities

Where any Shire employee or representative identifies an unsafe/defective, appliance or equipment that person shall turn off the equipment, and/or immediately notify his/her supervisor or management representative for the work area. In the absence of a management representative being available contact is to be made with the relevant OH&S Representative for the work area.

2. Identifying Unsafe/Defective Equipment

Where equipment/appliances are confirmed as being unsafe or defective the Supervisor or Management Representative shall affix an OUT OF SERVICE – DO NOT OPERATE tag AID-07-01(4) in a prominent location. Where possible tagged equipment is to be removed and stored into a designated service location.

Until such time as the item is repaired or replaced the Out of Service tag is not to be removed from the item. Management representatives for each work location are responsible to nominate to staff the location of Out of Service storage areas.

3. Defective Plant Report

When unsafe/defective items of equipment have been identified and tagged out the Supervisor or employee shall complete a DEFECTIVE EQUIPMENT REPORT PYR-09-119(1) and return it to the management representative for the work area. Management representatives for the reporting of defective/unsafe items shall be the same management representative for workplace inspections.

Management representatives are responsible to ensure that identified items and equipment are then repaired or replaced and in doing so he/she shall record and verify the action taken, on the report.

All defective equipment reports when completed shall be forwarded to the IMS department for recording and audit purposes.

STANDARDS AND REFERENCES:

O.H. & S. Act, 2004	
O.H. & S. (Plant) Regulations, 1995	
Code of Practice – Plant	
Plant and Equipment Servicing	AID-07-01
Workplace Inspections	PYR-09-209

FORMS AND RECORDS:

Defective Plant Report	PYR-09-119(1)
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Defective Equipment Report

PYR-09-119(1)



WORKGROUP

EQUIPMENT DESCRIPTION

LOCATION

REPORTED BY

DATE

FAULT / DEFECT DESCRIPTION :

EQUIPMENT TAGGED OUT

EQUIPMENT ISOLATED

REPORTED TO MANAGEMENT REP

REPAIRED

REPLACED

NEW PRODUCT

DELETED TOTALLY

DESCRIBE ACTIONS :

Location:
Inspection Date:
S86 Rep:
Council Rep (if appropriate):

SCORE:

PRIORITY:

- U** UNSATISFACTORY
- S** SATISFACTORY
- NA** NOT APPLICABLE

- A** IMMINENT ACTION REQUIRED
- B** ACTION REQUIRED WITHIN 24 HOURS
- C** ACTION REQUIRED BY NOMINATED DATE
- D** HAZARD REQUIRES SEPARATE RISK ASSESSMENT

ACTION COMPLETE AT INSPECTION

DATE ACTION COMPLETE

Health & Safety Issues

	SCORE	PRIORITY	DETAILS OF PROBLEM	ACTION COMPLETE AT INSPECTION	DATE ACTION COMPLETE
Accident/Incident forms available					
Emergency procedures displayed					
Evacuation plan displayed					
OH&S Policy displayed					
Material Safety Data Sheet (MSDS) Register for all chemicals available and updated in last 12 months					

Housekeeping

Work areas free of obstructions - benches, desks and floors					
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Floors

Free from Slip/Trip hazards					
Maintained clean & tidy					
Free from oil/water/debris					
Mats used where appropriate					
Mats in good order					

Walkways

Free from rubbish / obstructions					
Clear view at intersections					
Paths of travel to exits clear					

Lighting

Good natural light levels					
Adequate lighting levels					

Fire Protection

Extinguisher / hoses condition ok & checked within last 6 months					
Flammable products stored appropriately					
Exits clear of obstructions					
Emergency exit signs operating (ie lit)					
Required exit doors intact and operational					
Emergency procedures displayed					
PC's & monitors shutdown at night and turned off					
Smoke detectors / alarms installed					
Heaters / air conditioners turned off when no one is in attendance					
Extinguisher locations signed with 'fire extinguisher' pictogram, and type of extinguisher eg dry chemical					
Fire protection systems adequate					
Small heaters / other electrical items free of dust					
Heaters guarded					

First Aid

Cabinets are adequate and updated regularly					
Personnel trained in first aid available					
First Aid procedures available					
Up to date First Aiders list available					

Electrical

Plugs / switches appear faultless					
Are there any leads on floors (trip hazard)					
Electrical leads checked within last 12 months (look for dated tag on lead)					

	SCORE	PRIORITY	DETAILS OF PROBLEM	ACTION COMPLETE AT INSPECTION	DATE ACTION COMPLETE
Environmental					
Use of energy sources minimised - electricity, gas, water					
eg lights, equipment, taps turned off when not in use					
Electronic mail used where possible					
Double sided photocopying and printing used where possible					
Work Stations / Desks					
Access not obstructed					
Layout adequate / Clear of debris					
Working heights / Posture appropriate					
Adequate storage areas					
Clean & tidy - housekeeping ok					
Adequate ventilation / airflow					
Storage Areas					
Containers labelled - preferably original packaging					
Hazardous substances stored correctly					
Storage heights adequate (not above shoulder and not below knee)					
Appropriate '3-point' ladders available for higher storage areas (ie two feet and one hand on ladder at all times)					
Double handling minimised					
Nothing stored where it could fall					
Unauthorised entry restricted eg locks					
Signs and Placarding					
Warning signs erected and clearly visible					
No Smoking signs					
Restricted area signs					
Flammable/Corrosive Store signs					
Property Exposures					
Fire - Arson (public access to unauthorised areas restricted, access to combustibles incl. rubbish bins, flammable materials stored adjacent to buildings)					
Fire - Non Arson (electrics overloaded, gas, dangerous flammable goods)					
Burglary / Theft (door/window damage, security, skylights barred, roof access via trees, ladders, valuable items left out, equipment left unsecured)					
Water / Storm Damage (leaking pipes, blocked drains and gutters, loose roof and wall materials, condition of trees near assets eg leaf drop into gutters)					
Vandalism (investigate any acts of vandalism or willful damage)					
Other hazards (that may cause property damage, list here)					
Other					
Name	Position	Signature			

Community Markets

Organising a community market has much merit and offers opportunities for local community development.

This information is provided by Council as a way of assisting committees to understand the issues involved in establishing a community market. *It should be regarded as a guide only and not be taken to be any commitment by Council, nor definitive legal advice.*

People seeking to develop a community market are strongly urged to commence the planning process early, and wait until confirmation that a market can be held at a chosen location before setting a first market day. This will avoid any distress that may be caused if unexpected problems arise and prevent the operation of the market on the chosen day.

KEY ISSUES

Public liability insurance (PLI)

This area is often the most difficult. The following observations/options are based on advice received from Council's insurer.

- Council's insurance policy does not provide PLI coverage for activities carried out by community groups and organisations.
- Council's coverage extends ONLY to those Committees of Management appointed to act on behalf of Council (i.e. Section 86 Committees of Management).
- Coverage that Council has in relation to hall and community centre hire for unincorporated groups does not extend to activities such as a market.
- There is coverage for community groups available through a Community Not For Profit Organisations scheme, auspiced by Council's Insurer. It is highly likely that the community market will meet the criteria for coverage by the scheme, and even though the organising committee is unincorporated, PLI may still be available through the scheme.
- Insurance can be purchased through local brokers.
- Seek an auspice organisation for the market (i.e. an incorporated body with its own PLI), so as to come under that organisation's PLI coverage.
- PLI coverage obtained by the market organiser will only cover the organiser(s) of the market. Each individual stallholder should have their own separate PLI coverage and it is the responsibility of the market organiser to ensure that the stallholders demonstrate their proof of coverage in writing.
- **Council's policy in relation to community groups and organisations is that Council itself is not able to act as an auspice for community activities for the purposes of extending PLI coverage.**
- However, if a Council Committee of Management of a facility agrees to auspice a community market (i.e. the Committee Of Management agree to auspice the community market as a fundraising exercise to support the facility/centre operations and/or local community groups) then the market could come under the extended coverage of the Committee of Management under Council's policy. This is acceptable, provided that the committee agrees to conform to Council's risk-management procedures and policies.

PLANNING PERMITS

In the Pyrenees Planning Scheme, a market is defined as: *Land used to sell goods, including foodstuff, from stalls.*

Under the planning scheme, a planning permit may be required before the commencement of any proposed market. The location of the market and the zoning under the planning scheme will determine whether or not a planning permit is required.

Under legislation, where a planning permit is required for an activity, and the activity is carried out without a planning permit approval, Council is obligated to issue an infringement notice, which may carry a penalty of up to \$500. The final outcome of an infringement notice is subject to Council's discretion.

Once a permit application is lodged, there is a statutory obligation for the application to be advertised and for a copy to be placed on display on the property. The fee for application is \$440. As Council has the discretion to waive any Council fees or charges, it may be worth writing to Council, requesting that the fee be waived, considering the value of the project to the community.

Usually, lodging a planning permit application involves advertising in local papers, opportunity for objections, consideration of the application and objections, time for appeals against decisions, etc., all of which could take several weeks. It is therefore highly desirable that sufficient time be allowed for the process. It is suggested that a minimum of two months be allowed for the planning permit process.

Generally, the following steps should be followed:

1. Contact the planning officer to see if a planning permit is required. In some circumstances a permit may not be required.
2. If a planning permit is required, lodge one as soon as possible.

Note:

- A permit application would require proof of public liability insurance.
- Letters from adjoining property owners indicating their support for a market would aid the process, and it could be worth including any people who might reasonably be affected by traffic entering and leaving the market precinct.

FOOD SAFETY

All food must be prepared in registered food premises. All food must be labeled in accordance with current requirements. If the food requires temperature control, then adequate refrigeration or heating must be provided. Hand washing and drying facilities must be provided.

In the first instance, this requirement falls on the stallholder, however the market organiser should insist that the stallholder either demonstrate their compliance or leave.

TOILETS

There is no requirement from Council's Planning or Environmental Health departments to provide access to toilet facilities in order to hold a community market.

Sample Agenda

for Normal Committee Meetings

Committee meeting for the

S86 Committee of Management

MEETING AGENDA

Meeting No ___/ 20___

Meeting Details: Time (am/pm) Date

Venue:

Members:

Apologies:

- **Welcome**
- **Apologies**
- **Minutes of previous meeting**
- **Business arising from the minutes**
- **Correspondence**
- **Reports**
- **Agenda items**
- **General business**
- **Date of next meeting**
- **Closure of meeting**

Risk Management

PROCESS TO FOLLOW WHEN DEVELOPING A RISK MANAGEMENT PLAN

WHAT IS A RISK?

A risk is the chance of something happening that will impact adversely on your objectives. Most activities have some risk, and risk management tries to limit the effect of undesirable events, without discouraging appropriate risk-taking and initiative.

STEP 1: IDENTIFY THE RISKS

Risk is measured in terms of consequence and likelihood. In conducting a risk assessment, you need to identify all the elements that make up that risk. The following questions should help you to do so:

- What could go wrong?
- How could it happen?
- When could it happen?
- Where could it happen?
- Who could be involved in creating the risk?
- Who or what could be impacted by the risk?
- What measures are in place to prevent or manage the risk?
- How reliable is the data/information?
- What information is not available?

EXAMPLE

Example 1:

There is a risk of someone falling down the stairs while entering or leaving the building. The stairs are in good order and well lit. There is no hand rail. A ramp is adjacent to facilitate access for people with a disability.

Example 2:

There is a risk that committee funds might be misappropriated. All cash is counted by two people, and two signatures are required on each cheque and bank withdrawal. Committee funds are audited each year.

STEP 2: ASSESS THE CONSEQUENCES OF EACH RISK

The consequence of a risk can usually be expressed as a measure of financial loss, impact upon the achievement of business or project objectives, reputational damage, or safety impacts.

Consequence is determined on the basis of “most credible worst case scenario”. The ultimate worst case scenario of any risk could potentially be a catastrophic loss to any organisation. However, such extreme worst scenarios are not those that are experienced by the overwhelming vast majority of organisations that are exposed to risk.

Impact Level	Safety and Security	Financial Performance
Catastrophic	<ul style="list-style-type: none"> An incident resulting in multiple fatalities. Long term severe health impact on significant numbers of people. 	<ul style="list-style-type: none"> Operating budget blowout of >30%. Reduction in operating profit of >30%.
Major	<ul style="list-style-type: none"> An incident resulting in a single fatality. Long term severe health effects on multiple individuals. 	<ul style="list-style-type: none"> An operating budget blowout of 20-30%. Reduction in operating profit of 15-30%
Moderate	<ul style="list-style-type: none"> A severe injury or multiple casualties requiring hospitalisation. Long term negative health effects on one or more members of the staff or public. 	<ul style="list-style-type: none"> An operating budget blowout of 10%. Reduction in operating profit of 5-15%.
Minor	<ul style="list-style-type: none"> Injuries requiring medical attention. Short term negative health effects. 	<ul style="list-style-type: none"> An operating budget blowout of <5%. Reduction in operating profit of 1-5%.
Minimal	<ul style="list-style-type: none"> Incident requiring simple first aid only. Transient or limited ill health impact. 	<ul style="list-style-type: none"> An operating budget blowout of <1%. Reduction in operating profit of <1%

EXAMPLE

Example 1:

The consequence of someone falling down the stairs while entering or leaving the building is “moderate”. The most credible worst case scenario is that someone might have a severe injury.

Example 2:

The most credible worst case consequence that committee funds might be misappropriated is “catastrophic”. This is because potentially all of the committee’s funds could be lost.

Business Performance and Capability	Reputation
<ul style="list-style-type: none"> • The overall survival of the Committee is threatened. • Majority of major goals, programs and or projects cannot be achieved. • Significant intervention by Council is required. 	<ul style="list-style-type: none"> • Consistent extreme negative media attention for greater than one month. • A consistent and long term public outcry against policies or actions of the committee • A long term irreconcilable loss of confidence in the committee’s capabilities.
<ul style="list-style-type: none"> • The continued capability of the committee is threatened. • One or more critical goals, programs or projects cannot be achieved. • Significant intervention by committee is required. 	<ul style="list-style-type: none"> • Consistent extreme negative media attention for a period of several weeks. • Prolonged public disaffection with the policies or actions of the committee • Loss of confidence in the committee’s capabilities lasting for several months
<ul style="list-style-type: none"> • The efficiency and effectiveness of major elements of the committee deteriorate. • The achievement of objectives or delivery of outcomes for one more critical programs or projects is significantly impaired. • Substantially increased management intervention is required. 	<ul style="list-style-type: none"> • Consistent negative headlines for greater than one week. • Public disaffection with the committee’s policies or actions lasting from days to weeks. • Loss of confidence in the committee’s capabilities lasting for several weeks
<ul style="list-style-type: none"> • The efficiency and effectiveness of elements of the committee are impaired. • The ability to achieve objectives or deliver outcomes is affected. 	<ul style="list-style-type: none"> • Negative media attention for one or two days. • Public disaffection with the committee’s policies or actions is limited to a few days. • Short term loss in public confidence regarding the committee’s capabilities lasting for several days.
<ul style="list-style-type: none"> • There is a negligible impact on the efficiency and effectiveness of the committee. • There are minimal effects on the achievement of objectives or the delivery of outcomes. • Management can be undertaken within existing parameters. 	<ul style="list-style-type: none"> • Occasional negative media coverage. • There is limited public disaffection with the policies or actions of the committee. • Public confidence in the committee remains largely unaffected.

Risk Management

STEP 3: ASSESS THE LIKELIHOOD OF EACH RISK

The next step involves determining the likelihood of the risk occurring with the particular consequence as estimated in Step 2 above. Estimation of likelihood is based on a consideration of the effectiveness of the controls known to be currently in place.

It is important to note that when we are talking about likelihood we are talking about the likelihood of an event occurring with the predetermined “most credible worst case scenario”

Level	Descriptor	Probability Description
A	Almost Certain	<ul style="list-style-type: none"> • 99% probability, or • Risk is occurring now, or • Could occur within “days to weeks”
B	Likely	<ul style="list-style-type: none"> • >50% probability, or • Balance of probability will occur, or • Could occur within “weeks to months”
C	Possible	<ul style="list-style-type: none"> • >20% probability, or • May occur but against short term probabilities, or • Could occur within “months to years”
D	Unlikely	<ul style="list-style-type: none"> • >1% probability, or • May occur but not anticipated, or • Could occur in “years to decades”
E	Rare	<ul style="list-style-type: none"> • <1% probability • Occurrence requires exceptional circumstances

Example 1: The likelihood of someone falling down the stairs and sustaining a severe injury while entering or leaving the building is “possible”. The rating was chosen because the event is could occur within months to years.

Example 2: The most credible worst case consequence that all of the committee’s funds might be misappropriated is “unlikely”. This rating was chosen because all financial transactions including cash handling involve two people.

EXAMPLE

Example 1:

The likelihood of someone falling down the stairs and sustaining a severe injury while entering or leaving the building is “possible”. The rating was chosen because the event is could occur within months to years.

Example 2:

The most credible worst case consequence that all of the committee’s funds might be misappropriated is “unlikely”. This rating was chosen because all financial transactions including cash handling involve two people.

STEP 4: DETERMINE THE LEVEL OF RISK

The overall level of risk or “risk rating” is determined through combining the consequence and likelihood estimations using the table below, to achieve a risk rating or risk level of “Low” to “Extreme”, allowing groups of risk to be prioritised if required.

		Consequence				
		Minimal	Minor	Moderate	Major	Catastrophic
Likelihood	Almost Certain	Medium	Significant	High	Extreme	Extreme
	Likely	Medium	Medium	Significant	High	Extreme
	Possible	Low	Medium	Significant	High	High
	Unlikely	Low	Low	Medium	Significant	High
	Rare	Low	Low	Medium	Significant	Significant

EXAMPLE

Example 1:

The level of the risk of someone falling down the stairs and sustaining a severe injury while entering or leaving the building is “significant” (moderate/possible).

Example 2:

The level of the risk that all of the committee’s funds might be misappropriated is “high” (catastrophic/unlikely).

Risk Management

STEP 5: EVALUATE THE RISK

Evaluating risk involves determining which risks are acceptable (or can be tolerated), and which risks are unacceptable (or cannot be tolerated). Criteria for determining acceptability/tolerability of risk are included in the diagram below.



EXAMPLE

Example 1:

The level of the risk of someone falling down the stairs and sustaining a severe injury while entering or leaving the building is “significant” (moderate/possible) and as an “yellow” level of risk falls between the treat within 3 months and treat via monitoring sections.

Example 2:

The level of the risk that all of the committee’s funds might be misappropriated is “high” (catastrophic/unlikely) and as an “orange” level of risk falls between the treat within 1 and treat within 3 months sections.

STEP 6: EVALUATE THE RISK

Where risk has been determined as unacceptable or intolerable, some form of treatment will usually be required to reduce the level of risk. It will never be possible to completely control all risk, the aim is to manage the level of risk to an acceptable level.

EXAMPLE

Example 1:

The level of the risk of someone falling down the stairs and sustaining a severe injury while entering or leaving the building could be treated by installing a hand rail to prevent the likelihood of a fall occurring. If there was a concern of all fall during an event then maybe a doorman might be appropriate.

Example 2:

The level of the risk that all of the committee’s funds might be misappropriated could be treated by having an operating account and an investment account so that access to the majority of the committee’s funds was not available. Requiring the treasurer to report at each committee meeting and show banking details/ balances would aid early detection.

Risk Management

STEP 7: MONITOR AND REVIEW

Risks can change due to changes in circumstances. So you need to regularly monitor and review each risk (at least every six months) to see if they have changed in any way.

EXAMPLE RISK MANAGEMENT PLAN

POTENTIAL RISK	SOMEONE FALLING WHILE ENTERING OR LEAVING THE BUILDING.
Consequence	Moderate
Likelihood	Possible
Risk Level	Significant
Risk treatments	Install handrail. Ensure door person in place during events
SIGNATURE :	
COMPLETED	✓

POTENTIAL RISK	THERE IS A RISK THAT COMMITTEE FUNDS MIGHT BE MISAPPROPRIATED.
Consequence	Catastrophic
Likelihood	Unlikely
Risk Level	High
Risk treatments	Instigate regular monthly reporting Open separate operating and investment accounts
SIGNATURE :	
COMPLETED	✓

Risk Management

POTENTIAL RISK	
Consequence	
Likelihood	
Risk Level	
Risk treatments	
SIGNATURE :	
COMPLETED	

POTENTIAL RISK	
Consequence	
Likelihood	
Risk Level	
Risk treatments	
SIGNATURE :	
COMPLETED	

POTENTIAL RISK	
Consequence	
Likelihood	
Risk Level	
Risk treatments	
SIGNATURE :	
COMPLETED	