



Hawkesbury City Council

attachment 1
to
item 186

Draft (Revised)
Community Facilities
Manual

date of meeting: 10 August 2010
location: council chambers
time: 6:30 p.m.

Community Facilities Manual

Guidelines to assist community committees who have been delegated care, control and management of Council owned Neighbourhood Centres and Halls, Childcare Centres and other community facilities (under Section 377 of the Local Government Act (1993)).



Hawkesbury City Council

INTRODUCTION

Welcome to Hawkesbury City Council's *Community Facilities Manual*. This manual provides Council's management committees with information about their role, as well as information about how Council can support and assist them in managing community halls and centres. This manual is intended as a starting point, and as an aid in encouraging two way communication between committees and Council so that they can work together to provide safe and friendly facilities for use by the community.

Hawkesbury City Council provides thirty three Community Centres and Childcare facilities within the local government area. The majority of these are managed by management committees with powers delegated to them under Section 377 of the Local Government Act (1993).

Members of Management Committees are volunteers who provide their assistance in the management of community facilities. The effective management of community facilities often calls for skills in general management and the ability to understand procedural and legal requirements. While Council staff members are always available to assist in the interpretation and analysis of these rules and regulations, it is felt that a procedure manual could be of assistance to Committee members in their work. The following pages are meant to serve as a ready reference and guide. In some instances the nature of the issues to be resolved would require more detailed discussion with Council staff.

Council acknowledges the valuable services rendered by members of Management Committees in giving of their time, energy and skills in the management of community assets.

Please use this manual, and make sure that new committee members are aware of it and are familiar with the information. It is all designed to assist you.

HAWKESBURY CITY COUNCIL COMMUNITY FACILITIES

Child Care Services

Child Care Centres

Elizabeth St Extended Hours Pre-School	Elizabeth Street North Richmond
Golden Valley Childrens Learning Centre	Golden Valley Drive Glossodia
Greenhills Child Care Centre	Stewart Street South Windsor
Hawkesbury Family Day Car	Cnr Guardian and Alexander Sts Bligh Park
Hobartville Long Day Care Pre-school	Cnr Laurence & Harold St Hobartville
McGraths Hill Childrens Centre	Andrew Thompson Drive McGraths Hill
Wilberforce Early Learning Centre	Cnr Singleton & King Roads Wilberforce

Pre-Schools

Richmond Pre-School	March Street Richmond
Wilberforce Pre-School	Cnr Singleton & King Roads Wilberforce
Windsor Pre-School	Church Street Windsor

Family Services

South Windsor Family Centre	Stewart Street South Windsor
Stewart Street Early Intervention Centre	Stewart Street South Windsor

Neighbourhood Centres and Halls

The Band Room	March Street Richmond
Bilpin District Hall	Bells Line of Road Bilpin
Bowen Mountain Community Hall	Lt Bowen Rd Bowen Mountain
Blaxlands Ridge Community Centre	Blaxlands Ridge Road Blaxlands Ridge
Bligh Park Neighbourhood Centre	Sirius Road Bligh Park
Chas Perry Hall	Elizabeth Street North Richmond
Colo Heights (Horrie Eley) Hall	Singleton Road Colo Heights
The Dungeon	Macquarie St Windsor
Glossodia Community Centre	Golden Valley Drive Glossodia
Kurrajong Community Centre	McMahon Park Road Kurrajong
Maraylya Hall	Boundary Road Maraylya
McGraths Hill Community Centre	Phillip Place McGraths Hill
North Richmond Community Centre	William Street North Richmond
St Albans School of Arts	Upper Macdonald Road St Albans
Tingingi Community Centre	Rifle Range Road Bligh Park
Wilberforce School of Arts	Singleton Road Wilberforce
Yarramundi Community Hall	Thornbill Way Yarramundi

Youth Centres

North Richmond Youth Centre

William Street
North Richmond

Tiningi Youth Centre

Rifle Range Road
Bligh Park

Other

Bligh Park Childrens Centre

Cnr Guardian & Alexander Sts
Bligh Park

Peppercorn Place

George Street
Windsor

LIAISON WITH COUNCIL

Please contact Council's Customer Support Co-ordinator, Community Services Branch, for information or assistance with regard to Committees, their function or any matter requiring liaison with Council.

Council Contact: Patricia Sundin
Position: Customer Support Co-ordinator
Branch: Community Services
Telephone: 02 4560 4576
Facsimile: 02 4560 4481
Email: psundin@hawkesbury.nsw.gov.au

Office Address: Community Services Branch
Hawkesbury City Council
366 George Street
WINDSOR NSW 2756

Postal Address: Community Services Branch
Hawkesbury City Council
PO Box 146
WINDSOR NSW 2756

☞ EMERGENCY/AFTER HOURS CONTACT ☞

In the event of an Emergency, or significant issue that may occur, either during, or after Council office hours, Management Committees or Hire Groups are advised to call Council's 24 hour monitored telephone number below:

(02) 4560 4444

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PART A

COMMUNITY FACILITY -DAILY MANAGEMENT

COMMUNITY BUILDINGS

COUNCIL RESPONSIBILITIES

Please note that Council's responsibilities are regularly reviewed, and may be changed, in light of the Council's operational budget.

Rates

Council will pay Council rates

Building Maintenance

External

- Painting – normally required every seven (7) years and is subject to inspection.
- Guttering and roof repairs and cleaning
- Repairs to paving and concreting, including pedestrian paths
- Service lines and connections (water, sewerage and electricity)
- Repairs to fences
- Car parks
- Brickwork
- Drainage
- Vandalism
- Graffiti

Internal

- Structural building problems eg. Leaking roof
- Replacement of permanent electrical systems, such as hot water, stove, exhaust fans, wiring and power points.
- Periodic internal painting – normally required every seven (7) years.
- Replacement of permanent floor coverings
- Major plumbing problems eg. broken or leaking pipes in walls.
- Control of vermin causing structural damage eg. white ants and restoration of damaged areas.
- Complete renewal of wall and floor tiles when needed.
- Doors and locks

Insurance

- i) Building cover - including storm and tempest, fire and establishment fittings and permanent fixtures of the building.
- ii) Public liability - liability after primary insurance taken out by the community group.

Vandalism and Graffiti

In the event of vandalism being reported, Council will determine priorities for rectifying damage.

Support

Council staff will assist Committee upon request.

COMMITTEE RESPONSIBILITIES

Committees are responsible for using the Centre's hiring fees to meet day to day operating costs, such as :

Services

Payment of garbage, electricity, security, gas, telephone and water.

Insurance

Primary cover for Public Liability, furniture and fittings or property of the Committee.

Grounds

Maintenance of grounds, including lawn mowing of those areas that are the committee's responsibility. This will usually mean any area enclosed by a fence but may, in some circumstances, mean a playing field or oval.

Buildings

Overall cleaning and internal maintenance from wear and tear through daily usage (ie. equipment breakdown, hot water service, heaters, toilets, lights, tap washers etc.)

In facilities where legislative requirements (such as the Children's Services Regulation 2004) have to be met to for licensing purposes the cost of alterations and services required to meet those licensing standards will be met by the committee.

Signs and Advertising

Provision of specific signs for directions or for advertising. These are to be in keeping with the building, and meet Council requirements. All fees associated with any Development Application for signage.

Other Costs

Replacement of initial supply of table, chairs, crockery, cutlery etc as required.

Other costs related to any activities of the Committee.

Determination of Fees and Charges (see section "Financial Management and Reporting")

No doubt there will be some confusion or 'grey' areas regarding who is responsible for what when it comes to maintenance issues. If a problem arises contact Council staff for clarification.

PROPERTY

Property Alterations

Prior to undertaking any alterations or improvements, the permission of Council must be obtained.

Property Repairs and Maintenance

Committee should note that the Council will not be aware of any instances of facilities requiring repairs or maintenance unless the need is brought to its attention by Committees. The responsibility rests on the Committee to ensure that any such instances are brought to the notice of the Customer Support Co-ordinator promptly.

To enable efficient communication between committees and Council each committee should appoint a Property Manager who will be responsible for liaison with Council on all building matters. The Property Manager will be the only person authorised to request works. Each committee should advise staff and tenants that all building requests must be forwarded to the Property Manager and that Council will not respond to requests from other parties. The Customer Support Co-ordinator will forward the request to the relevant Council department for attention.

Any instances of urgent maintenance attention should also be directed to the Customer Support Co-ordinator during office hours, after office hours ring Council's after hours number. Instances of an urgent nature may include malfunctioning exit signs, emergency lighting and fire extinguishers, which should be operative at all times.

LEGAL LIABILITY

On May 10 2002, the regulation requiring incorporated associations to maintain public liability insurance was amended removing the obligation to take out and maintain such insurances. However the removal of the obligation does not affect the liabilities or rights of the association with respect to injuries or damage to property. In particular, it does not mean that associations may not be subject to public liability claims.

For this reason it is a Council requirement that all Committees hold Public Liability insurance, with Council noted as an interested party on the policy. Furthermore all Committees should ensure that all facility hirers also hold current Public Liability Insurance.

CHILDRENS SERVICES

It is Council's intention to support the development of a range of children's services throughout the Local Government Area; to enable parents the choice of service which best suits their needs and the needs of their children, as close as possible to where they live.

Whilst Council has a responsibility to ensure the building is maintained in good order and condition, Management Committees should budget for ongoing maintenance and licensing requirements and consult with Council on matters that may require attention to ensure they are covered in annual estimates. While Council may assist financially, if funds are available, in all cases it is the Licensees responsibility to meet licensing requirements such as those administered by the NSW Department of Human Services (formerly DoCS).

BUILDING SECURITY

Insurance

Council's insurance will cover the building and permanent fixtures. Any contents purchased by the Committee for its own use will need to be covered separately against loss. For example, ceiling fans and heaters which are permanent fixtures are included in Council's insurance cover. Office furniture, portable fans etc are the responsibility of the Committee.

Fire Equipment

These are included in all new buildings at Council's expense but then become part of the Committee's responsibility. The Committee will meet all ongoing costs such as the service and inspection of extinguishers, fire blankets and other emergency equipment.

Locks and Keys

All locks on community facilities are part of a master key system. Security will not be compromised as only authorised persons can request the duplication of keys on the master system.

In the event of fire or other emergencies access may be necessary therefore additional locks, other than those fitted by Council, **must not be installed and if installed without permission will be removed and replaced with Council's keys at the committee's expense.**

Committees are requested to advise their individual requirements in regard to lock and key combinations. For example, a building may house three (3) or more different organisations so locks can be keyed for access by each individual organisation.

Replacement keys are available from Council at the committee's expense at an amount as set out in Council fees and charges.

The Committee shall keep a Keys Register listing all keys issued to the committee members and other facility users. The register should record the number of each key, the name and signature of the person issued the key, the date of receipt and the date of return.

Contacts

A list of contact people for each facility and their telephone numbers must be forwarded to Council. It is highly recommended that at least one of these contacts be a member of the staff/committee so as to be able to provide information on damage and/or theft of property if the need arises. This is essential in the event of any contact by the Police following break-in, vandalism or any other emergency. This list should be reviewed periodically to ensure that all contacts listed are current.

DRAFT

RISK MANAGEMENT

All Council property is covered by Council's insurances policies, however, **Committee members must never admit liability for injury, loss or damage, nor suggest that Council or its insurers will pay compensation. Any such action can invalidate insurance.**

All Committees, however, have a responsibility to ensure that an unsafe facility is not hired out and that potentially dangerous situations are repaired or reported immediately to Council, depending upon the area of responsibility.

For advice and guidance on insurance and risk matters, please contact Council's Risk Manager on 4560 4433.

Where applicable, evidence of renewal of all insurance policies, ie. Public Liability, Workers Compensation etc. must be forwarded to Council.

Definite answers cannot be given in relation to when Council or a Committee is liable in relation to injury to others or damage to their property, negligence must be proven.

However, it can be assumed that we all owe some duty of care to each person in the community. Where children are concerned, this has been shown to be virtually total responsibility. Stated simply, this duty of care is:-

“Taking every precaution reasonable in the circumstances to protect the health, safety and welfare of all people”.

Section 8 Occupational Health and Safety Act 2000

RISK MANAGEMENT

The following are guidelines to be used by Committees in ensuring effective risk management of the facilities for which they are responsible.

- 1) Inspections to be undertaken and implemented where practicable:-
 - Pre schools and Kindergartens - daily
 - Halls and Theatres - prior to use
 - Parks and gardens - monthly
 - Active sporting facilities - monthly
 - Playgrounds and playground equipment - monthly
- 2) A system should be put in place to ensure the recording of defects and hazards and allow for provision of follow-up.
- 3) Members of committees and the community can be of great assistance to Council in achieving its goals in loss control by reporting hazards, so that corrective action can be taken.

- 4) In the case of hazards being reported by members of the public, it is essential that action be taken as soon as practicable to investigate the matter, and carry out appropriate remedial action.

PHYSICAL HAZARDS

Regular inspections of these items should be made.

Some hazards associated with buildings can be:-

- Trip hazards caused by polished floors, damaged carpeting, broken tiles.
- Trip hazards caused within the premises by such activity as the extension of electrical cords, cleaning and similar activity.
- Hazards created through lack of maintenance eg. broken stair rails, inadequately guarded mezzanine areas, broken or defective windows or glass partitioning.
- Hazards created by equipment and fittings within the building - these will include safe shelves, storage areas etc.
- The ventilation system and fire safety protection eg. fire extinguishers

FIRE SAFETY AND EVACUATION

Regular inspections should include:-

- Ensuring no accumulation of rubbish.
- Control of flammable or toxic substances, such as cleaning fluids and the like.
- Ensuring that fire fighting equipment, such as sprinkler heads, hydrants and extinguishers are kept clear and accessible.
- Ensuring the adequate operation of fire fighting equipment.
- Ensuring fire fighting equipment is adequately sign posted and kept clear.

EMPLOYMENT OF CONTRACTORS

In choosing a contractor prior to any works a committee would need to provide Council with a copy of the contractor's current:

- Workers Compensation Insurance policy,
- Public Liability Insurance policy,
- OH &S safety management plan
- Workplace Safety Assessments for each task to be performed,
- Safe Work Method statements for each task to be performed,
- A written guarantee that the scheduled work will take place in line with legislation (Australian Standard and Building Code of Australia),
- Subcontractors Statement, and

- Statement of maintenance.

This documentation should be submitted to Council's Building Services department and approved **before** any work can commence.

PUBLIC USE/HIRING OF THE CENTRE/HALL

Committees should establish clear policies for the use of their centres, and have a standard hiring agreement, covering areas such as damage to property or buildings, after hours use etc. It is common practice to set a bond fee, as well as a hiring fee, to cover possible damage.

A Committee should also require the user of a facility to also produce evidence of independent insurance cover for a particular event or activity, eg. aerobics, martial arts, dancing classes, 18th or 21st birthday parties, musical concerts.

If further information on hiring agreements or use policies is required, contact Council's Community Services staff.

DRAFT

COPYRIGHT - LICENCE FEES

Under the provisions of the Copyright Act a duty is imposed on a person or body that causes or authorises the public performance of protected sound recordings to obtain a licence from the owner of the relevant copyright. A licence is required for the use of the copyright in the recording (owned by the Phonographic Performance Company of Australia (PPCA)) as well as the copyright in the musical work itself (owned by the Australian Performance Rights Association (APRA)).

It is recommended that management committees include in their hire agreements the following clause:

“I/we are solely responsible for the playing of recorded music or videos in this hall and acknowledge that Hawkesbury City Council as the owner of these premises or its agents have not authorised me/us or in any way bear responsibility for the performance of any recordings or the works comprised therein at the proposed function.”

A breach of these conditions entitles the management committee to terminate the hire agreement.

The licence fees for APRA and PPCA are based on the seating capacity of the hall and the number of likely functions during the year which involve the playing of music or video or tape recordings. Hirers who require a licence should negotiate a licence fee with both APRA and PPCA.

DISPOSAL OF WASTE AT COMMUNITY CENTRES

Community Centres are responsible for their own waste disposal.

Council's Waste Management Team can provide a removal service based on the same frequency and cost as neighbourhood properties. However, if Committees wish to source an alternative contractor they are free to do so.

In the interests of public health and Centre appearance, Council is seeking the co-operation of Committees to ensure that all garbage is kept within approved waste containers, such as sulo bins:

- All garbage from the premises should be wholly contained in a sufficient number of water-tight garbage containers fitted with a close fitting cover.
- Garbage containers should only be stored in the area set aside for that purpose.
- Garbage containers should be kept in a clean and serviceable condition at all times.
- The garbage containers should not be so filled as to prevent the cover from being fitted to the container.
- Should special clearances be required following special functions or parties, these can be arranged at a special fee.

"Garbage" shall be deemed to mean all household refuse and waste, animal and vegetable food wastes, bones, papers, broken crockery and glassware, fruit, vegetables, bottles, tins, tinware and office sweepings and the like but shall not include the following – hot ashes, liquid matter, machinery and motor vehicle parts, old iron, metal piping and the like, builder's waste and soils.

Under no circumstances shall extra garbage be placed out for collection other than in proper garbage containers.

LIQUOR LICENCES – SERVING OF LIQUOR

SALE OF LIQUOR

If an organiser of a function wishes to sell liquor, prior permission must be obtained from the:

Name: Licensing Court of NSW

Address: Level 6 PO Box 760
323 Castlereagh Street SYDNEY 2001
SYDNEY 2001

Telephone: 02 9996 0816

It should be noted that licences for the sale of liquor are usually given to not for profit organisations for fundraising purposes and not to individuals for private functions.

SERVING OF LIQUOR

There are no restrictions on the serving of liquor in Community Facilities except that no person under eighteen (18) years of age should serve or consume liquor while on the premises.

It is strongly recommended that hirers inform the NSW Police of their function using the “Mynite” website available over the Internet at www.mynite.com.au (and complete the online registration form at the “Party Signup” link) or at any NSW Police station.

CONSUMPTION OF LIQUOR WITHOUT SALES OR ENTRY FEE

Activities within a Centre that do not charge a fee, or charge, for alcoholic beverages do not require a liquor licence.

FINANCIAL MANAGEMENT AND FACILITY UTILISATION REPORTING

As a committee managing a Council community facility, there are certain minimum requirements for the maintaining of financial records and facility utilisation and the reporting of these to Council.

FEES AND CHARGES

Committees are requested to consider the following when setting fees and charges:-

- Cost recovery principles
- Capacity to pay, eg. take into account the group's ability to pay, and set fees accordingly.

Profit making is not an objective, although funds may be accumulated where a forward financial plan has identified future expenditure (eg. the need to purchase new equipment).

It is important that Committees revise fees and charges annually, in the light of inflation and cost of living increases, so that operating costs can be met. Once charges are set by a committee each year a schedule of those charges should be forwarded to Council for inclusion in Council's Fees and Charges statement contained in the annual Management Plan.

FINANCIAL SYSTEM

1) **Setting up a simple financial system**

Every financial system starts with two basic types of information:

- Income - the money you receive
- Expenditure - the money you spend, the money that goes out.

2) **Maintaining adequate records**

2.1 Receipts, in the committee's name, are to be issued for all monies received and copies of receipts are to be kept for audit purposes.

2.2 Invoices for goods and services are to be retained.

2.3 All payments shall be made by cheque, cash, credit card or direct bank deposit and receipts for payments obtained and kept.

2.4 Monthly reconciliations between Cash Book (or computer software package) and Bank Statements are to be made and all Bank Statements retained.

2.5 A certificate/statement must be obtained from the bank showing the balance on the account at the end of the financial period.

2.6 Annual Statements of Account are to be compiled in the required form, comprising:-

- Statement of Receipts and Payments
 - This is a cash statement which would be prepared as a summary of the Cash Book or ledger or computer program.
- Income and Expenditure Account
 - This is a statement of all expenditure incurred during the year, whether paid for or not and all income for the year, whether received or not.
- Balance Sheet
 - This is statement showing the accumulated surplus which is represented by assets or liabilities.

3) Income

3.1 Use a spreadsheet, ledger, computer program or cash book.

3.2 Information should include:-

- date
- description of income (eg. cash, cheque, direct deposit)
- receipt number (if a receipt is cancelled, the original should be attached to the receipt book)
- type of income eg. fees, grants etc.

4) Expenditure

4.1 Use a spreadsheet, ledger, computer program or cash book.

4.2 All payments should be made by cheque, or credit card.

4.3 Information should include:-

- date
- description of payment
- cheque number or card details.
- type of payment eg. wages, service charge etc.

5) Approval of Expenditure

All expenditure should be approved by the Committee, and those decisions should be recorded in the minutes of the meeting at which the payment was approved.

6) Entries in Minutes of meetings pertaining to the Treasurers Report

Set out below is a recommended guide for the recording of minutes, with particular attention to the Treasurer's report and ratification of expenditure.

6.1 The Committee should keep minutes in suitable form and keep in it a record of the proceedings of all meetings of the Committee. The minutes should be confirmed at the next meeting after the one they refer to and upon confirmation, should be signed by the Chairman.

6.2 Amongst other things, the minute book shall contain:-

- the date, time and place of the meeting;
- the members present;
- confirmation of minutes;
- a listing of all accounts passed for payment (such listings should agree with all payments set out in the Cash Book);
- Treasurer's report. A statement that the cash book has been reconciled with the bank statement at the end of the month, with details of receipts and payments since the previous meeting, as follows will suffice:

Balance at the beginning of previous meeting	\$
Add: All receipts to (date of meeting)	\$
(list of receipts)	
.....	
.....	
.....	
Less: Payments to (date of meeting)	\$
(list payments)	
.....	
.....	
.....	
CASH AT BANK AS AT (date)	\$

- Any decisions made by the group.

7) Audit

Under the terms of the Local Government Act, 1993, there are requirements for the Management Committees in relation to the auditing accounts:

- All Committees

The audited financial statements need to be prepared by a qualified accountant and forwarded to Council within three months of the AGM.

FACILITY UTILISATION

Each Management Committee should maintain a simple database of all utilisation of the facility. This should contain:

- The room within the facility to be hired
- The day (date), starting time and finishing time of each hire period.
- The approximate number of people attending.
- The amount paid for the hire.
- The date and amount of any bond held (and its refund, where applicable).
- A record of insurances sighted.
- A record of the key number (and in some cases, alarm code) issued (and their return, where applicable).

Council will request a sample month (November) of this data to be forwarded to Council's Customer Support Co-ordinator within three months of the start of each calendar year to assist in the review of assets management.

Want to know more?

Please contact Council's staff if you have further enquiries.

MANAGEMENT COMMITTEE CHECKLIST

From this manual the following items need to be forwarded to Council.

1. Date of AGM (and minutes) (1 month prior to the meeting)
2. Minutes of AGM (within 3 months of your AGM)
3. List of Committee Members and Officer Bearers (within 3 months of your AGM)
4. List of contacts for emergency call outs (within 3 months of your AGM)
5. Audited financial statements (prepared for AGM) (within 3 months of your AGM)
6. Fees and charges for usage (By the end of January each year)
7. A copy of your current constitution
8. Proof of insurances held (within a month of the renewal date)
9. Summary of facility utilisation (within 3 months of the end of the year)

PART B

POLICY

DRAFT

HAWKESBURY CITY COUNCIL COMMUNITY SERVICES POLICY

Adopted 3/2/1993

OVERALL GOAL

To ensure that the social, cultural and recreational needs of the people of the City of Hawkesbury are met by promoting the development of a range of activities, services and facilities.

POLICY STATEMENT

1. Planning and Co-Ordination of Services

Council's primary responsibility is to evaluate the needs of the community and to then plan and co-ordinate services in response to those identified needs. Council will encourage service providers and other levels of government to co-operate in their delivery of services and facilities in the local area.

2. Support to Service Providers

Council will undertake ongoing community consultation to assess the need for services and facilities and will then seek to provide support in the following ways :

- i. Development Support - Council will provide information and assistance to locally based groups or organisations wishing to provide a service to the City of Hawkesbury.
- ii. Advocacy - Council will make representations to other levels of government outlining community service needs and act in support of local community organisations.
- iii. Provision of Resources - Subject to restraints on Council resources, Council will give consideration to providing financial assistance, accommodation and land towards the development of approved services.
- iv. Initiation - Where a local need is identified, Council may, subject to priorities of need, initiate action to meet this need.
- v. Access - Council will work towards ensuring community facilities and services are accessible to the whole community.

3. Provision of Services

Where there is an identified local need Council may sponsor a service, activity or program to meet that need. In determining the appropriateness of such action Council will assess the following :

- i. the level of demand for service
- ii. the guidelines of funding bodies
- iii. the availability of alternative sponsors
- iv. the extent of council's involvement in administration In the event of Council taking a sponsorship role, Council will endeavour to involve

local residents in the management and operation of the service.

OBJECTIVES

Council will seek to meet the needs of the community through social planning and community development.

1. Social Planning

Identification of the services and facilities needed by the people throughout the City of Hawkesbury, and promotion of action to meet those needs, through the development of a social planning process. This process includes :

- i. Developing a consultation strategy to encourage community participation in identifying issues for the City.
- ii. Gathering research material and undertaking Council's own research as necessary.
- iii. Regularly producing a community profile which seeks to describe the City and identifies the needs of various groups in the City.
- iv. Making available information to local organisations, and assisting wider planning processes.
- v. Increasing awareness of community needs.
- vi. Identifying resources to meet these needs and promoting access to these resources by Council and local groups.

2. Community Development

Assistance to the community to develop appropriate services, activities and programs to meet identified local needs. This will be achieved through :

- i. Assisting local communities to utilise and develop available resources, initiate programs or take appropriate action.
- ii. Providing support, training and advice to local groups to help them establish, develop and operate programs, where a need has been identified.
- iii. Supporting applications for grants and developing appropriate methods of evaluating programs.
- iv. Promoting the co-ordination and co-operation of groups providing community services in the local area.
- v. Being responsive to the demands of community based organisations by offering ongoing support where required.

APPOINTMENT OF A NEW COMMITTEE OF MANAGEMENT

Council will usually resolve to delegate care, control and management of a community facility under Section 377 of the Local Government Act (1993) as the result of a decision by Council to construct a new Community Centre, or where Council has decided to transfer the management of an existing facility to a Community Committee.

Where a facility exists and a committee is required to be formed the following steps are usually taken are:

1. Council publishes a notice in the local newspapers inviting residents to attend a Public Meeting to be held for the purpose of electing a Management Committee for the community facility. The name of the person appointed by Council to chair the meeting will be stated in the notice and that person will be the Returning Officer for the election of the first committee at the inaugural meeting.
2. Hawkesbury City Council resolves to exercise its power under Section 377 of the Local Government Act (1993) to delegate to a community committee the management of a community facility.
3. The inaugural meeting will be conducted as closely as is appropriate to the manner provided for the conduct of annual public meetings in the draft constitution prepared by Council. An election of a Management Committee of the facility, conforming to the requirements of the draft constitution, is held.
4. Following the election Council will request the new committee to adopt a constitution and to execute an Agreement with Council which determines the roles and responsibilities of the committee and the Council in relation to management of the facility.
5. As soon as possible after the election of the Management Committee and after adoption by it of a Constitution and execution by it of the Agreement with Council, the names of the newly elected Committee Members, the adopted constitution and the Agreement with Council are submitted to Council for confirmation.
6. The Committee should note that any changes to the Management Committee should be notified in writing to Council promptly.
7. Council may appoint a Councillor as a member of the Management Committee.
8. Upon being satisfied with the terms of the Agreement with Council, Council will formally delegate to the Management Committee, comprising

those of the persons elected at the public meeting who have been approved by the Council, pursuant to Section 377 of the Local Government Act the function of caring for, controlling and managing the facility in the manner provided for by the Agreement between the Management Committee and Council.

9. Council may make an Establishment Grant towards initial expenses incurred in setting up the facility. This Grant will be used for the purchase of furniture and equipment required to make the facility operational. This would usually buy chairs, tables, white goods, cutlery, crockery and soft furnishings. The type and variety of equipment will depend on the size of the facility and the fittings already on the building. This initial supply of furniture and equipment remains, at all time, the property of the building.

It will be the Committee's responsibility to purchase all the necessary equipment thereafter, using the Committee's funds – including the replacement of any lost or damaged furniture or equipment from the initial supply.

10. Council in conjunction with the Committee arranges for the official opening of the new facility.
11. The Committee assumes the care, control and management of the facility.
12. Should the Committee fail to observe a sufficient quorum for a significant period, or be continually in breach of the procedures manual or legislative requirements, the Committee will be declared redundant, with administrative responsibilities reverting to the Council.

DUTIES AND POWERS OF MANAGEMENT COMMITTEES

GENERAL GUIDELINES

ROLES/DUTIES OF A COMMITTEE

The Committee

- Is responsible for the day to day running of the organisation/centre. This may involve the recruitment of staff to perform this duty.
- Must comply with the constitution of the organisation.
- Be familiar with the objectives and procedures of the organisations in general terms.
- Keep members informed at all times.
- Is responsible for decision making.

The President

- Assists the secretary to prepare the agenda.
- Chairs each meeting.
- Should be impartial, allowing debate in an orderly way.
- Act as spokesperson for the group.
- Keeps the meeting on track, so that decisions are made and business is transacted promptly.
- Does not usually move or second motions.
- Can have a casting vote if there are equal votes by the committee.

The Secretary

- With the president, prepares the agenda for the meeting.
- Takes the minutes of the meeting, ensures they are typed and distributed prior to the next meeting.
- Deals with correspondence, receiving and answering letters on behalf of the committee (this can be done at the direction of the committee, or following a committee decision.)
- Maintains all files.

The Treasurer

- Brings a brief financial report to each meeting.
- Is custodian of the Committee's cash book, receipt book, bank statements and cheque book.
- Ensures that receipts are issued for any money collected, pays bills promptly and banks all money as soon as possible. Or, where staff is employed for this purpose, ensures that this is carried out.
- Ensures that all financial requirements are met as outlined in the Financial Management section of this manual.
- Will have the books audited each year, in time for the AGM.

These three positions (President, Secretary and Treasurer) form what is called "The Executive", and as a body they will also:

- Handle day to day management issues and correspondence.
- Act on behalf of management committee in an emergency.
- Act on issues referred from the management committee.
- Provide support/training for committee.

If more information is required about the roles and responsibilities of the committee, please contact Community Services staff.

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STAFFING

Management committees operate as autonomous entities and has sole responsibility for the staff or volunteers employed by the committee to provide the services of the facility. Any enquiries, concerns or complaints in relation to the conduct of staff or volunteers will be referred to the Manager of the facility.

Council accepts no responsibility and shall not be liable for any claims made against the employees or volunteers of community committees which may arise as a result of the activities conducted by the committees.

The NSW Child Protection (Prohibited Employment) Act 1998 requires that all employees undergo a "Working with Children" Check prior to employment in a facility where children or young people are participating in programs. If a Committee is unsure of the need for the check contact the NSW Commission for Children and Young People at Level 2, 407 Elizabeth Street, Surry Hills, 2010 Ph: 9286 7276 or online at <http://www.kids.nsw.gov.au/check/>.

ANTI DISCRIMINATION GUIDELINES

Management committees should ensure that they do not conduct any event/activity/project or program where such an activity would prohibit or otherwise prevent the participation of residents and facility users regardless of race, gender, disability, sexual preference, religion, philosophy, cultural backgrounds or HIV status.

Therefore management committees are to ensure that:

- 1) All facilities must be accessible to all members of the community.
- 2) Use of facilities must be available to all sections of the community equally.
- 3) When employing staff, committees must follow correct Equal Employment Opportunity procedures.

This is only a brief introduction to the Anti-Discrimination guidelines, more information can be obtained by consulting Community Services staff.

DRAFT CONSTITUTIONS FOR MANAGEMENT COMMITTEES

Management committees, whether they are for parks, child care centres or neighbourhood centres, all require constitutions, also termed Rules, so that they can have clear directions for operating.

INCORPORATION

When Management Committees incorporate there are sixteen (16) requirements which must be included in the set of rules by which the organisation will be run. These rules are usually incorporated into the organisations' constitution. Following is a table to assist in checking a constitution to ensure that these are met.

The matters which must be covered are as follows:

1. Membership qualifications:
The qualifications (if any) for membership of the incorporated association
2. Register of members:
The keeping of a register of members of the incorporated association.
3. Fees, Subscriptions etc.:
The entrance fees, subscriptions and other amounts (if any) to be paid by members
4. Member's liability:
The liability (if any) of members to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association
5. Disciplining members:
The procedure (if any) for disciplining members or the mechanism (if any) for appeals by members against disciplinary action taken against them.
6. Committee:
The name, constitution, membership and powers of the committee or other body having the management of the incorporated association; and:
 - a) the election or appointment of members
 - b) the terms of office of members
 - c) the grounds on which, or reasons for which, the office of a member shall become vacant

- d) the filling of casual vacancies
 - e) the quorum and procedure at meetings
7. General meetings (calling of):
The intervals between general meetings of members and the manner of calling general meetings.
 8. General meetings (procedure):
The quorum and procedure at general meetings of members and whether members are entitled to vote by proxy at these meetings.
 9. General meetings (notices):
The time within which, and the manner in which, notices for general meetings and notices of motions are to be given, published or circulated.
 10. Funds (source):
The source from which funds are to be or may be derived.
 11. Funds (management):
The manner in which the funds are to be managed and, in particular, the mode of drawing and signing cheques on behalf of the incorporated association.
 12. Alteration of objects:
The manner of altering the objects of the incorporated association.
 13. Rules:
The manner of altering and rescinding the rules and of making additional rules.
 14. Common seal:
Provision for the custody and use of the common seal.
 15. Custody of books etc.:
The custody of books, documents and securities of the incorporated association.
 16. Inspection of books etc.:
The inspection by members of the books and documents.

These sixteen (16) matters are the **minimum** requirements for an association's rules. There is no reason why a more complex system of decision making and management cannot be provided for if an association wishes. Despite the fact that it may be tedious and boring to draft and redraft rules, it is important that careful effort be put into creating a set of rules so that they give a true reflection of the objects and understandings of the members.

Additional advice is available from Council staff, or the NSW Department of Commerce, Office of Fair Trading on <http://www.fairtrading.nsw.gov.au/business/associations.html> .

There are also several informative publications on incorporation available such as *Incorporation: An explanation of the Associations Incorporation Act* by Graham Wheeler, which is published by the Council of Social Service of New South Wales (NCOSS).

Refer to Appendices for Examples of Constitutions.

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FOR HELP AND INFORMATION

ORGANISATIONS

These organisations listed below could help you in your role as a management committee:

TRI COMMUNITY EXCHANGE

688 High Street, PENRITH
Po Box 63 EMU PLAINS
Ph: 02 4721 1866
Fax: 02 4721 1510
www.tri.ngo.net.au

TRI is a federally funded organisation whose aim is to assist non government community based groups.

WESTERN SYDNEY COMMUNITY FORUM

Suite 4002, Level 4 146 Marsden Street, PARRAMATTA 2124
PO Box 208 PARRAMATTA 2124
Ph: 02 9687 9669
Fax: 02 9687 8665
www.wscf.org.au

This is a peak body for community based groups.

LOCAL COMMUNITY SERVICES ASSOCIATION

Level 1 Old Bidura House, 357 Glebe Point Road, GLEBE 2037
PO Box 29 GLEBE NSW 2037
Ph: 02 9660 2044
Fax: 02 9660 4844
1800 646545
www.lcsa.org.au

This is a NSW based association that offers assistance to community groups.

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APPENDIX 1 Example of Conditions of Hire Document - Complex

Terms and Conditions of Use

Basis for hire and use

1. The Hirer may only use the venue for the purposes shown and for the period stated on the "Application for Hire of venue" form. Only the specific room(s) booked may be used. Any time required for setting up the venue or for cleaning up at the end of the event must be included in the period booked. The venue must be vacated by the time stated on the application form.
2. Bookings are for a minimum of one hour and in one hour periods thereafter. If the agreed booking time is exceeded, the additional hire fees payable will be deducted from refund of the bond.
3. The hirer must be at least eighteen (18) years of age - proof of age may be required.
4. Special conditions may be imposed for some types of events, including additional security requirements.
5. The stated maximum capacity of the venue, as noted on the venue's Place of Public Entertainment (POPE) licence, must not be exceeded at any time.
6. Hirers should be aware that the use of the facility may result in action for damages against them due to an allegation of negligence.

Payment of Bond and Hire Charges (including GST)

7. For **regular hirers**, being organisations or individuals hiring the facility more than ten (10) times in a calendar year, hire charges will be calculated and invoiced at the beginning of the month for the following month's/term's hire.

Invoices have a 30-day payment period and if payment is not received by the due date, action will be taken to recover amounts due. Initial access to the facility is granted subject to payment of the bond, and thereafter subject to invoices being paid by the due date. Unpaid amounts may attract interest and enforcement fees.

8. For **casual hirers**, being organisations or individuals hiring the facility for no more than ten (10) times in a calendar year, the bond must be paid

within ten (10) days to confirm the booking made. Hire charges must be paid no later than one month prior to the event.

For bookings made within one month of the event, the bond and hire charges must be paid immediately to confirm the booking.

Access to the venue will not be allowed unless all charges are paid in full.

Increase in Hire Charges

9. Hire charges are set annually in late June for the following financial year. Any change in hire charges will apply from 1st July. Any increase **will** apply to bookings already confirmed. Non- payment of hire charges will lead to the cancellation of booking(s).

Refund of Bond

10. The bond will be automatically refunded by cheque, **usually within one month** of the last date of hire to which the bond applies.

The fee for any **additional** time or equipment or facilities used will be **deducted** from the refund amount, as well as the cost of any repairs or additional cleaning required. The venue may be inspected for any damage, including cigarette burns or stains in carpet/flooring, damaged paintwork or equipment etc. following your hire period. The facility is to be left in a clean and tidy condition, with floors swept, any spills cleaned up, kitchen equipment cleaned, and all decorations and rubbish removed.

Cancellations

11. Cancellation of a booking must be made in writing to the management committee.

Regular hirers will be required to pay 100% of hire charges and GST for any bookings cancelled within one (1) month of the event.

For **casual hirers**, once the bond has been paid, the following cancellation charges will apply and may be deducted from the refund of any fees or the bond being held.

- (a) Where cancellation is received more than three (3) months prior to the event date a \$10.00 processing fee will be charged.
- (b) Where cancellation is received between three (3) months and one (1) month prior to the event date 25% of the hire charge and GST will be charged as a cancellation fee.
- (c) Where cancellation is received within one (1) month of the event date 100% of hire charges and GST will be charged as a cancellation fee.

Alcoholic Beverages (where applicable)

12. If a hirer wishes to sell liquor, prior permission should be obtained from the Licensing Court. It should be noted that licences for the sale of alcohol are usually given to non-profit organisations for fundraising purposes, and not to individuals for private functions. Where a Liquor Licence is obtained a copy must be provided to the Management Committee.

Activities conducted within the Centre that do not charge a fee, or charge for the beverage do not require a liquor licence.

13. There are no restrictions on the serving of liquor in Community Centres excepting that no person under eighteen (18) years of age should serve, be served or consume liquor.

14. It is recommended that hirers inform the NSW Police of their function using the 'Safe Party Pack' available over the Internet at http://www.police.nsw.gov.au/_data/assets/file/2728/SafePack.pdf or at any NSW Police station.

Public Liability Insurance

15. Incorporated bodies, sporting clubs/associations and commercial groups or commercial type bookings must have Public Liability Insurance to a level not less than \$10 million. Other non-profit/community groups or individuals must have cover to a level not less than \$5 million. All hirers, regular or casual, must provide evidence of their Public Liability Insurance prior to the commencement of the hire period and provide a copy of any insurance renewal during the hire period prior to expiry of the previous policy.

16. All hirers must sign and return a completed 'Application for hire of Community Venue' form to the Booking Officer as a condition of hire.

Hirer's Other Obligations

- a) **Chairs and tables:** The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer.
- b) **Furniture or equipment** required, other than that already provided, must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- c) **Prohibited items:** Barbecues, gas bottles, open flames, fireworks, kerosene or spirit-type lamps, spit roasts or kegs must not be used within the premises. **Candles** may only be used if secured in a glass (or similar) holder that will contain the flame if knocked over and which will prevent wax from dripping on tables or floors. Prior authorisation must be obtained from Council for the use of any **ceremonial fire** and strict conditions will be imposed and must be observed (monitoring costs may apply at some venues). No fire of any type may be lit in the surrounding grounds of the venue.

- d) **Confetti, rice or glitter** is not to be thrown within the venue or surroundings. Cost of removal may be deducted from the bond.
- e) **Signs** may not be displayed except on notice boards where provided, unless by prior arrangement with the Booking Officer. Any non-complying sign or notice will be removed and cost of removal may be deducted from the bond.
- f) **Decorations:** Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event (including any blu-tak or similar that has been used). If any items remain, the cost of removal may be deducted from the bond.
- g) **Balloons** must be tied down and not allowed to rise to the ceilings otherwise removal costs may be incurred (including cost of repairing any damage to ceiling fans).
- h) **Performing rights:** The hirer is responsible for obtaining any permit required for the performance of any dramatic or musical work, or the playing of any recorded music.
- i) **Breakages, theft or damages:** The hirer is responsible for any breakages, theft or damage caused to the venue or supplied equipment. Should such an incident occur, the Booking Officer must be advised immediately. Where such loss exceeds the amount of the bond paid, the costs must be paid within thirty (30) days of the date of the event. Unpaid amounts may attract interest and enforcement costs. Neither the XXXXX nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the hirer or attending the event.
- j) **End of hire period:** The hirer must ensure that all lights, fans, heaters and cooking appliances are turned off, windows closed, and all doors locked prior to leaving the premises. At venues where there is an alarm system in use, the alarm must be activated.
- k) **Keys** must be returned within two working days of the end of the hire period – failure to return keys may result in charges being incurred for replacing locks and all keys.
- l) **No smoking** is permitted within the facility. It is the responsibility of the hirer to ensure that this condition is strictly enforced. Any cigarette butts in the surroundings of the building are to be collected and placed in the garbage bins provided.
- m) **Cleaning:** If the venue is left in an unsatisfactory condition that requires additional cleaning, hirers will be charged for this service even if the amount exceeds that total of the bond. If such costs exceed the amount of the bond paid, the additional amount must be paid within thirty (30) days of the date of the event. Unpaid amounts may attract interest and enforcement fees.
- n) **Children** are not to enter kitchen or kitchenette areas.
- o) **Rubbish:** All rubbish must be removed from the facility at the completion of the hire to the bins provided outside. The hirer must take with them any rubbish that will not fit in the exterior bins provided.

The personal information that XXXXX has collected or is collecting from you is personal information for the purposes of the Privacy and Personal Information Protection Act 1998 (PPIPA). The intended recipients of the personal information are officer within the XXXXX, data service providers engaged by the XXXXX from time to time, any other agent/contractor of the XXXXX and other Statutory Authorities.

The supply of the information by you is not voluntary. If you cannot provide or do not wish to provide the information sought, the XXXXX may be limited in dealing with your request. XXXXX has collected this personal information from you in order to process your hire application.

You may make application for access or amendment to information held by XXXXX. You may also make a request that XXXXX suppress your personal information from a public register. XXXXX will consider any such application in accordance with the PPIPA.

Please ensure that you have read this document carefully before signing the application form. XXXXX reserves the right to cancel any booking or not to accept any booking that is considered inappropriate for the facility.

**I have read these Conditions of Hire
and understand and accept them.**

.....
Signature of hirer

APPENDIX 2 Example of Conditions of Hire Document - Simple

Hire agreement between

and

1. Agreement

The parties, being XXXXXXXXXX(Licensor) and YYYYYYYYYY(Licensee), agree to enter into an agreement for the hire of(name or number of hall) at (name of community/neighbourhood centre).

2. Operational

YYYYYYYYYY will conduct (type of service) on a weekly basis on (day/s of the week) during the hours of (times & whether school terms only). Extra time will be negotiated with the management committee. (number) keys will be issued to YYYYYYYYYY.

A key bond of \$20- per key will be paid to the management committee. Such bond will be returned on the return of the issued keys. It is not permitted fir any duplicate keys s to be issued or cut. XXXXXXXXXX will conduct a key audit at regular intervals and YYYYYYYYYY is to accommodate this. Should YYYYYYYYYY not be able to produce key/s that have been issued to them they agree to pay all costs associated with changing the multiple locks associated with the missing keys.

3. Hire rates

The hire rates for the use of (name of facility for hire) by YYYYYYYYYY will be \$.. per hour/day and applies during (state dates/terms etc.) . The cost of hiring for additional hours will be at \$.. per hour (GST inclusive). This hire rate is a contribution to the centre's outgoings i.e. insurances, water, electricity, garbage collection, cleaning, garden and general maintenance.

Hire payments to be paid on receipt of invoice.

4. (insert name of facility to be hired)

YYYYYYYYYY understands that this agreement does not provide exclusive use of (facility to be hired) , and that XXXXXXXXXX can lease to other groups on the

days the area is vacant. In order to facilitate sub-letting of this area, the area must be kept clean and tidy at all times and YYYYYYYYYY is responsible for this.

Should XXXXXXXXXX find the areas not being kept clean to a standard that would enable reletting then YYYYYYYYYY agree to pay appropriate cleaning fee, as necessary.

All documentation used by YYYYYYYYYY is to be stored appropriately.

On termination of this agree, all property, display and promotional material owned by YYYYYYYYYY will be removed from all the areas stipulated in Section 1 of this agreement.

5. Agreement period

The agreement will be for a period of one year and will commence from the date of the written acceptance of these terms and will be reviewed on the anniversary of that date.

6. Public Liability Insurance

YYYYYYYYYY is to provide the management committee with a current certificate of currency for Public Liability Insurance to the minimum value of ten million dollars (\$10,000,000.00).

YYYYYYYYYY will notify the management committee of any injury to any person or damage to property, which may occur or arise, either directly or indirectly, in the course of the use of the premises that is likely to be a claim that would involve the management committee.

7. Maintenance of assets/facilities

YYYYYYYYYY is responsible for their assets that are located at (name of facility to be hired).

YYYYYYYYYY will notify the management committee of any repairs and general maintenance issues relating to the premises as soon as practicably possible.

XXXXXXXXXX will maintain in a structural sound condition the premises and the buildings as (name of neighbourhood centre) and will use all reasonable endeavours to maintain essential services.

8. Dealings with the interest of parties under this agreement

YYYYYYYYYY must not sub-lease any part of the premises and ensure that at all times the use of (location of area to be hired) is used for the purposes of (purpose).

9. Indemnity

YYYYYYYYYYY indemnifies XXXXXXXXXXXX in respect of any claim, demand or liability for any loss or damage arising from the use and/or occupation of the premises except to the extent caused by the act, error or omission of XXXXXXXXXXXX.

10. Termination of agreement

The agreement will be terminated by either party by thirty (30) days written notice during the term of the agreement.

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Execution Clause

Executed as an Agreement

XXXXXXXXXXXX - Licensor

Signed for and on behalf of the Licensor

Chairpersons name (print)

Chairpersons signature

Date

YYYYYYYYYYY - Licensee

Signed for and on behalf of the Licensee

Name (print)

Signature

Date

APPENDIX 3 Example of Application for Regular Hire

APPLICATION FOR REGULAR HIRE OF COMMUNITY VENUE

Organisation Name: _____

Contact Name: _____ Position _____

Postal Address _____

Telephone Number (W) _____ (H) _____ (M) _____

Email _____

Invoices to be sent to Name _____
Address _____
Phone (W) _____ (H) _____ (M) _____

A list of regular hirers is usually displayed at each venue. Please nominate a contact name and phone number for inclusion on this list to enable enquirers to contact your organisation.

Name: _____

Phone: _____

Venue required _____ Purpose of hire _____

Day(s) required _____ Time from _____ am/pm to _____ am/pm

Commencement date _____ Final date for year _____

Please tick the statement that applies to your booking:

For incorporated bodies, sporting clubs/associations, commercial hirers

I am attaching/have supplied evidence of my organisation's current public liability insurance with a minimum cover of \$10 million (Failure to supply a copy of the currency policy or a certificate of currency will result in denial of access to the venue.)

For individuals and other non-profit/community groups

I am attaching /have supplied evidence of my/our current public liability insurance with a minimum cover of \$5 million (Failure to supply a copy of the current policy or a certificate of currency will result in denial of access to the venue)

Insurer

Policy number

Expiry Date

Your commitments as a hirer

1. I confirm that the bookings details including venue, date(s) and time(s) required, as set out above, are correct and include the time required for setting up and for cleaning prior to departure.
2. I understand that I will be required to pay for any additional time the venue is used.
3. I have read and understand the XXXXXXX "Conditions of hire" and agree to abide by these conditions.
4. I undertake to be responsible for payment of the bond, hire charges and GST: as well as the cost of any additional cleaning required and the cost of any damage caused in association with the hire of the venue.
5. I am solely responsible for the playing of recorded music or videos in this hall and acknowledge that Hawkesbury City Council as the owner of these premises or its agents have not authorised me or in any way bear responsibility for the performance of any recordings or the works comprised therein at the proposed function.

You must be aware that the use of the venue could result in an action for damages against you due to an allegation of negligence

Signed _____ Date _____

Please print name

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APPENDIX 4 Example of Application for Casual Hire

APPLICATION FOR HIRE OF COMMUNITY VENUE

Your details

Organisation or Hirer's name _____

Contact Name _____

Postal address _____

Telephone number (H) _____ (W) _____ (M) _____

Email _____

Details of hire

Venue required _____ Purpose of hire _____

Date required _____ Time required from _____ to _____

Please tick the statements that apply to your booking:

Maximum number of people attending this event			Will this event be publicly advertised?	<input type="checkbox"/>	<input type="checkbox"/>
Is alcohol to be consumed at this event?	<input type="checkbox"/>	<input type="checkbox"/>	Will you be charging an entry fee for this event?	<input type="checkbox"/>	<input type="checkbox"/>
If the event is an 18 th or 21 st birthday party, have you made any security arrangements?	<input type="checkbox"/>	<input type="checkbox"/>	Does your event include the use of a ceremonial fire cauldron, smoke machine or similar?	<input type="checkbox"/>	<input type="checkbox"/>

- For incorporated bodies, sporting clubs/associations, commercial hirers**
I am attaching evidence of my organisation's current public liability insurance with a minimum cover of \$10 million.
- For other non-profit or community groups or individuals**
I am attaching evidence of my/our current public liability insurance with a minimum cover of \$5 million.

Hirers who fail to provide a copy of a suitable current Public Liability policy or a certificate of currency will be denied access to the venue

Your commitment as a hirer

1. I confirm that the booking details including venue, date(s) and time(s), as set out above, are correct and include the time required for setting up and for cleaning prior to departure.
2. I understand that I will be required to pay for any additional time the venue is used.
3. I have read and understand the XXXXXXXX "Conditions of Hire", as well as any additional conditions of use as issued by the booking officer and agree to abide by these conditions.
4. I undertake to be responsible for the payment of the bond, hire charges and GST; as well as the cost of any additional cleaning required and the cost of any damage caused in association with the hire of the venue.
5. I am solely responsible for the playing of recorded music or videos in this hall and acknowledge that Hawkesbury City Council as the owner of these premises or its agents have not authorised me or in any way bear responsibility for the performance of any recordings or the works comprised therein at the proposed function.

You must be aware that your use of the venue could result in an action for damages against you due to an allegation of negligence.

Signed _____ Date _____

Please print name

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APPENDIX 5 Example Constitution - Neighbourhood Centre

MODEL RULES FOR INCORPORATED ASSOCIATIONS

As suggested by the NSW Office of Fair Trading (Revised December 2007)

Part 1 – Preliminary

1. Definitions

(1) In these rules:

Commissioner means the Commissioner of the Office of Fair Trading.

Ordinary member means a member of the committee who is not an office-bearer of the association, as referred to in rule 14(2).

Secretary means:

(a) the person holding office under these rules as secretary of the association, or

(b) if no such person holds that office – the public officer of the association.

Special general meeting means a general meeting of the association other than an annual general meeting.

The Act means the Associations Incorporation Act 1984.

The Regulation means the Associations Incorporation Regulation 1999.

(2) In these rules:

(a) a reference to a function includes a reference to a power, authority and duty, and

(b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

(3) The provisions of the *Interpretation Act 1987* apply to and in respect of these rules in the same manner as those provisions would so apply if these rules were an instrument made under the *Act*.

Part 2 - Membership

2. Membership qualifications

A person is qualified to be a member of the association if, but only if:

(a) the person is a person referred to in section 15(1) (a), (b) or (c) of the *Act* and has not ceased to be a member of the association at any time after incorporation of the association under the *Act*,

Or

(b) the person is a natural person:

(i) who has been nominated for membership of the association as provided by rule 3, and

(ii) who has been approved for membership of the association by the committee of the association.

3. Nomination for membership

(1) A nomination of a person for membership of the association:

(a) must be made by a member of the association in writing in the form set out in Appendix 1 of these rules, and

(b) must be lodged with the secretary of the association.

(2) As soon as practicable after receiving a nomination for membership, the secretary must refer the nomination to the committee which is to determine whether to approve or to reject the nomination.

(3) As soon as practicable after the committee makes that determination, the secretary must:

(a) notify the nominee, in writing, that the committee approved or rejected the nomination (whichever is applicable), and

(b) if the committee approved the nomination, request the nominee to pay (within the period of 28 days after receipt by the nominee of the notification) the sum payable under these rules by a member as entrance fee and annual subscription.

(4) The secretary must, on payment by the nominee of the amounts referred to in clause (3) (b) within the period referred to in that provision, enter the nominee's name in the register of members and, on the name being so entered, the nominee becomes a member of the association.

4. Cessation of membership

A person ceases to be a member of the association if the person:

(a) dies, or

(b) resigns membership, or

(c) is expelled from the association.

5. Membership entitlements not transferable

A right, privilege or obligation which a person has by reason of being a member of the association:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

6. Resignation of membership

(1) A member of the association is not entitled to resign that membership except in accordance with this rule.

(2) A member of the association who has paid all amounts payable by the member to the association in respect of the member's membership may resign from membership of the association by first giving to the secretary written notice of at least one month (or such other period as the committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.

(3) If a member of the association ceases to be a member under clause (2), and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

7. Register of members

(1) The public officer of the association must establish and maintain a register of members of the association specifying the name and address of each person who is a member of the association together with the date on which the person became a member.

(2) The register of members must be kept at the principal place of administration of the association and must be open for inspection, free of charge, by any member of the association at any reasonable hour.

(3) A member of the association may obtain a copy of any part of the register on payment of a fee of \$1 for each page copied or, if some other amount is determined by the committee, that other amount.

8. Fees and subscriptions

(1) A member of the association must, on admission to membership, pay to the association a fee of \$1 or, if some other amount is determined by the committee, that other amount.

(2) In addition to any amount payable by the member under clause (1), a member of the association must pay to the association an annual membership fee of \$2 or, if some other amount is determined by the committee, that other amount:

(a) except as provided by paragraph (b), before 1 July in each calendar year, or

(b) if the member becomes a member on or after 1 July in any calendar year – on becoming a member and before 1 July in each succeeding calendar year.

9. Members' liabilities

The liability of a member of the association to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by rule 8.

10. Resolution of internal disputes

(1) Disputes between members (in their capacity as members) of the association, and disputes between members and the association, are to be referred to a community justice centre for mediation in accordance with the Community Justice Centres Act 1983.

(2) At least 7 days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

11. Disciplining of members

(1) A complaint may be made to the committee by any person that a member of the association:

(a) has persistently refused or neglected to comply with a provision or provisions of these rules, or

(b) has persistently and wilfully acted in a manner prejudicial to the interests of the association.

(2) On receiving such a complaint, the committee:

(a) must cause notice of the complaint to be served on the member concerned; and

(b) must give the member at least 14 days from the time the notice is served within which to make submissions to the committee in connection with the complaint, and

(c) must take into consideration any submissions made by the member in connection with the complaint.

(3) The committee may, by resolution, expel the member from the association or suspend the member from membership of the association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.

(4) If the committee expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the committee for having taken that action and of the member's right of appeal under rule 12.

(5) The expulsion or suspension does not take effect:
(a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
(b) if within that period the member exercises the right of appeal, unless and until the association confirms the resolution under rule 12(5), whichever is the later.

12. Right of appeal of disciplined member

(1) A member may appeal to the association in general meeting against a resolution of the committee under rule 11, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.

(2) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

(3) On receipt of a notice from a member under clause (1), the secretary must notify the committee which is to convene a general meeting of the association to be held within 28 days after the date on which the secretary received the notice.

(4) At a general meeting of the association convened under clause (3):
(a) no business other than the question of the appeal is to be transacted, and
(b) the committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
(c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

(5) If at the general meeting the association passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

Part 3 – The committee

13. Powers of the committee

The committee is to be called the committee of management of the association and, subject to the Act, the Regulation and these rules and to any resolution passed by the association in general meeting:

- (a) is to control and manage the affairs of the association, and
- (b) may exercise all such functions as may be exercised by the association, other than those functions that are required by these rules to be exercised by a general meeting of members of the association, and
- (c) has power to perform all such acts and do all such things as appear to the committee to be necessary or desirable for the proper management of the affairs of the association.

14. Constitution and membership

(1) Subject in the case of the first members of the committee to section 21 of the Act, the committee is to consist of:

- (a) the office-bearers of the association, and
- (b) 3 ordinary members, each of whom is to be elected at the annual general meeting of the association under rule 15.

(2) The office-bearers of the association are to be:

- (a) the president
- (b) the vice-president
- (c) the treasurer, and
- (d) the secretary.

(3) Each member of the committee is, subject to these rules, to hold office until the conclusion of the annual general meeting following the date of the member's election, but is eligible for re-election.

(4) In the event of a casual vacancy occurring in the membership of the committee, the committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office, subject to these rules, until the conclusion of the annual general meeting next following the date of the appointment.

15. Election of members

(1) Nominations of candidates for election as office-bearers of the association or as ordinary members of the committee:

- (a) must be made in writing, signed by 2 members of the association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
- (b) must be delivered to the secretary of the association at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.

(2) If insufficient nominations are received to fill all vacancies on the committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.

(3) If insufficient further nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.

(4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

(5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.

(6) The ballot for the election of office-bearers and ordinary members of the committee is to be conducted at the annual general meeting in such usual and proper manner as the committee may direct.

16. Secretary

(1) The Secretary of the association must, as soon as practicable after being appointed as secretary, lodge notice with the association of his or her address.

(2) It is the duty of the secretary to keep minutes of:

- (a) all appointments of office-bearers and members of the committee,
- (b) the names of members of the committee present at a committee meeting or a general meeting, and
- (c) all proceedings at committee meetings and general meetings.

(3) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

17. Treasurer

It is the duty of the treasurer of the association to ensure:

(a) that all money due to the association is collected and received and that all payments authorised by the association are made, and

(b) that correct books and accounts are kept showing the financial affairs of the association, including full details of all receipts and expenditure connected with the activities of the association.

18. Casual vacancies

For the purposes of these rules, a casual vacancy in the office of a member of the committee occurs if the member:

- (a) dies, or
- (b) ceases to be a member of the association, or
- (c) becomes an insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth, or
- (d) resigns office by notice in writing given to the secretary, or
- (e) is removed from office under rule 19, or
- (f) becomes a mentally incapacitated person, or
- (g) is absent without the consent of the committee from all meetings of the committee held during a period of 6 months.

19. Removal of member

(1) The association in general meeting may by resolution remove any member of the committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.

(2) If a member of the committee to whom a proposed resolution referred to in clause (1) relates makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representation be notified to the members of the association, the secretary or the president may send a copy of the representations to each member of the association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

20. Meetings and quorum

(1) The committee must meet at least 3 times in each period of 12 months at such place and time as the committee may determine.

(2) Additional meetings of the committee may be convened by the president or by any member of the committee.

(3) Oral or written notice of a meeting of the committee must be given by the secretary to each member of the committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the committee) before the time appointed for the holding of the meeting.

(4) Notice of a meeting given under clause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.

(5) Any 3 members of the committee constitute a quorum for the transaction of the business of a meeting of the committee.

(6) No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

(7) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

(8) At a meeting of the committee:

(a) the president or, in the president's absence, the vice-president is to preside, or

(b) if the president and the vice-president are absent or unwilling to act, such one of the remaining members of the committee as may be chosen by the members present at the meeting is to preside.

21. Delegation by committee to sub-committee

(1) The committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the association as the committee thinks fit) the exercise of such of the functions of the committee as are specified in the instrument, other than:

(a) this power of delegation, and

(b) a function which is a duty imposed on the committee by the Act or by any other law.

(2) A function the exercise of which has been delegated to a sub-committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.

(3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.

(4) Despite any delegation under this rule, the committee may continue to exercise any function delegated.

(5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the committee.

(6) The committee may, by instrument in writing, revoke wholly or in part any delegation under this rule.

(7) A sub-committee may meet and adjourn, as it thinks proper.

22. Voting and decisions

(1) Questions arising at a meeting of the committee or of any sub-committee appointed by the committee are to be determined by a majority of the votes of members of the committee or sub-committee present at the meeting.

(2) Each member present at a meeting of the committee or of any sub-committee appointed by the committee (including the person presiding at the meeting) is entitled

to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

(3) Subject to rule 20(5), the committee may act despite any vacancy on the committee.

(4) Any act or thing done or suffered, or purporting to have been done or suffered, by the committee or by a subcommittee appointed by the committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the committee or sub-committee.

Part 4 – General meeting

23. Annual general meetings – holding of

(1) With the exception of the first annual general meeting of the association, the association must, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the association, convene an annual general meeting of its members.

(2) The association must hold its first annual general meeting:

(a) within the period of 18 months after its incorporation under the Act, and

(b) within the period of 6 months after the expiration of the first financial year of the association.

(3) Clauses (1) and (2) have effect subject to any extension or permission granted by the Commissioner under section 26(3) of the Act.

24. Annual general meetings – calling of and business at

(1) The annual general meeting of the association is, subject to the Act and to rule 23, to be convened on such date and at such place and time as the committee thinks fit.

(2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

- (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
- (b) to receive from the committee reports on the activities of the association during the last preceding financial year,
- (c) to elect office-bearers of the association and ordinary members of the committee,
- (d) to receive and consider the statement which is required to be submitted to members under section 26(6) of the Act.

(3) An annual general meeting must be specified as such in the notice convening it.

25. Special general meetings – calling of

(1) The committee may, whenever it thinks fit, convene a special general meeting of the association.

(2) The committee must, on the requisition in writing of at least 5 per cent of the total number of members, convene a special general meeting of the association.

(3) A requisition of members for a special general meeting:

- (a) must state the purpose or purposes of the meeting, and
- (b) must be signed by the members making the requisition, and
- (c) must be lodged with the secretary, and
- (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.

(4) If the committee fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.

(5) A special general meeting convened by a member or members as referred to in clause (4) must be convened as nearly as is practicable in the same manner as general meetings are convened by the committee and any member who consequently incurs expenses is entitled to be reimbursed by the association for any expense so incurred.

26. Notice

(1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

(2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under clause (1), the intention to propose the resolution as a special resolution.

(3) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under rule.

(4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

27. Procedure

(1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.

(2) Five members present in person (being members entitled under these rules to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.

(3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:

(a) if convened on the requisition of members, is to be dissolved, and

(b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

(4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) is to constitute a quorum.

28. Presiding member

(1) The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of the association.

(2) If the president and the vice-president are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

29. Adjournment

(1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

(2) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

(3) Except as provided in clauses (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

30. Making of decisions

(1) A question arising at a general meeting of the association is to be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

(2) At a general meeting of the association, a poll may be demanded by the chairperson or by at least 3 members present in person or by proxy at the meeting.

(3) If a poll is demanded at a general meeting, the poll must be taken;

(a) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment, or

(b) in any other case, in such manner and at such time before the close of the meeting as the chairperson directs, and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

31. Special resolution

A resolution of the association is a special resolution:

(a) if it is passed by a majority which comprises at least three-quarters of such members of the association as, being entitled under these rules so to do, vote in person or by proxy at a general meeting of which at least 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in

accordance with these rules, or
(b) where it is made to appear to the Commissioner that it is not practicable for the resolution to be passed in the manner specified in paragraph (a), if the resolution is passed in a manner specified by the Commissioner. Model Rules for incorporated associations

32. Voting

(1) On any question arising at a general meeting of the association a member has one vote only.

(2) All votes must be given personally or by proxy but no member may hold more than 5 proxies.

(3) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.

(4) A member or proxy is not entitled to vote at any general meeting of the association unless all money due and payable by the member or proxy to the association has been paid, other than the amount of the annual subscription payable in respect of the then current year.

33. Appointment of proxies

(1) Each member is to be entitled to appoint another member as proxy by notice given to the secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

(2) The notice appointing the proxy is to be in the form set out in Appendix 2 to these rules.

Part 5 – Miscellaneous

34. Insurance

The association may effect and maintain insurance.

35. Funds – source

(1) The funds of the association are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the association in general meeting, such other sources as the committee determines.

(2) All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association's bank account.

(3) The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

36. Funds – management

(1) Subject to any resolution passed by the association in general meeting, the funds of the association are to be used in pursuance of the objects of the association in such manner as the committee determines.

(2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 members of the committee or employees of the association, being members or employees authorised to do so by the committee.

37. Alteration of objects and rules

The statement of objects and these rules may be altered, rescinded or added to only by a special resolution of the association.

38. Common seal

(1) The common seal of the association must be kept in the custody of the public officer.

(2) The common seal must not be affixed to any instrument except by the authority of the committee and the affixing of the common seal must be attested by the signatures either of 2 members of the committee or of 1 member of the committee and of the public officer or secretary.

39. Custody of books

Except as otherwise provided by these rules, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the association.

40. Inspection of books

The records, books and other documents of the association must be open to inspection, free of charge, by a member of the association at any reasonable hour.

41. Service of notices

(1) For the purpose of these rules, a notice may be served on or given to a person:

- (a) by delivering it to the person personally, or
- (b) by sending it by pre-paid post to the address of the person, or
- (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.

- (2) For the purpose of these rules, a notice is taken, unless the contrary is proved, to have been given or served:
- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
 - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
 - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

These Model Rules are available on line from the NSW Office of Fair Trading at;

http://www.fairtrading.nsw.gov.au/Cooperatives_and_associations/Associations/Rules_and_obligations/Model_rules.html

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Appendix 1

(Rule 3 (1))

APPLICATION FOR MEMBERSHIP OF ASSOCIATION

.....
Incorporated

(incorporated under the Associations Incorporation Act 1984)

I,

.....

(full name of applicant)

of

.....

(address)

hereby

(occupation)

apply to become a member of the abovenamed incorporated association.
In the event of my admission as a member, I agree to be bound by the rules of the association for the time being in force.

.....
Signature of applicant Date

I, a member of the association,

(full name)

nominate the applicant, who is personally known to me, for membership of the association.

.....
Signature of proposer Date

I, a member of the association,

(full name)

second the nomination of the applicant, who is personally known to me, for membership of the association.

.....

Signature of seconder

Date

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Appendix 2

(Rule 33 (2))

FORM OF APPOINTMENT OF PROXY

I,
.....
.....
(full name)

of
.....
.....
(address)

being a member of
.....
(name of incorporated association)

hereby appoint
.....
(full name of proxy)

of
.....
.....
(address)

being a member of that incorporated association, as my proxy to vote for me on my behalf at the general meeting of the association (annual general meeting or special general meeting, as the case may be) to be held on the.....day of
and at any adjournment of that meeting. (month and year)

- My proxy is authorised to vote in favour of/against (delete as appropriate) the resolution (insert details).
- to be inserted if desired.

.....
.....
Signature of member appointing proxy Date

NOTE: A proxy vote may not be given to a person who is not a member of the association.

CROSS REFERENCE GUIDE TO MINIMUM REQUIREMENTS

<u>Requirement</u>	<u>Relevant clause in sample constitution</u>
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APPENDIX 6 Example Constitution – Long Day/Child Care Centres

Developed under the Commonwealth/Sates Capital Works Program to meet the requirements of the Associations Incorporation Act.

1. NAME

The name of the association shall be XXXXX Child Care Centre Incorporated (referred to in this Constitution as 'the Association')

2. OBJECTS

The objects of the Association shall be:

- a) Each year to appoint a management committee (referred to in the Constitution as ' the Committee") for the purpose of carrying out the delegation of Hawkesbury City Council to XXXXXX Child care Centre Incorporated under which the committee is made responsible for the care, control and management of the property at XXXXX known as XXXXX Child Care Centre (referred to in this Constitution as ' the Centre') and for its use in the provision of a long day care service for the community of XXXXX and its surrounding regions;
- b) To assist and support the Committee in discharging its responsibilities under its delegation;
- c) To undertake such other activities as the Association may decide in relation to early childhood care and education in furtherance of the policy of the Committee and of the work of the Centre.

3. MEMBERSHIP

- 3.1 All residents of XXXXX and surrounding regions who are interested in the furtherance of the objects of the Association, other than paid employees of the Centre shall be eligible for membership of the Association.
- 3.2 Members shall pay an annual subscription which shall be as determined from time to time by the Association at a general meeting. The Public Officer shall maintain a register of members showing the name and address of each member, the date of joining the Association and the date each year of the payment of the annual subscription.
- 3.3 The annual subscription shall be paid at the time of joining the Association, and each year thereafter within two months after the date of the holding of the Annual General Meeting. A member who has not paid the annual subscription by the due date shall be deemed unfinancial and if the subscription is not paid within a period of a further thirty (30) days, the member shall be deemed no longer in membership and the name of the member shall be removed from the register.

- 3.4 A member who has paid the current annual subscription may resign from the Association by giving notice to the Secretary either in writing or in person, and upon the expiration of the notice so given the member shall cease to be in membership and the register shall be adjusted accordingly.

4. LIABILITY OF MEMBERS

The members of the Association shall have no liability to contribute towards the payments of any debts or liabilities of the Association or the Centre or towards the costs, charges and expenses of any winding up of the Association, except to the extent of any unpaid annual subscription payable under Clause 3.

5. DISCIPLINING OF MEMBERS

The Committee shall have the power to discipline members and shall determine the procedure in relation thereto. Any member who wishes to appeal against a decision of the Committee under the provisions of this Clause shall notify the Secretary of such wish and the appeal shall be heard at the next general meeting of the Association.

6. MANAGEMENT OF THE ASSOCIATION

- 6.1 The Committee (being referred to in Clause 2) shall be responsible for managing and controlling the affairs of the Association.
- 6.2 Each year at its Annual General Meeting, the Association shall appoint the Committee which shall comprise four (4) persons to hold office as, respectively, President, Vice President, Secretary and Treasurer, and not less than three (3) nor more than nine (9) other persons. All such persons so appointed shall hold office as members of the Committee until the next ensuing Annual General Meeting. The Committee shall fill any casual vacancy that occurs in its membership between such Annual General Meetings.
- 6.3 The quorum for meetings of the Committee shall for an elected committee of seven (7) persons be four (4), and for an elected committee of eight or more persons be five (5).
- 6.4 The Committee shall meet as often as necessary to conduct the business of the Association. Notice of future meetings of the Committee may be given at a meeting of the Committee and be recorded in the minutes thereof, or by such other means as the Committee may decide. Meetings of the Committee shall be held no less frequently than once every two months.
- 6.5 A member of the Committee may resign from office by giving written notice to the Secretary. A member of the Committee shall cease to hold office upon being removed from the register of members of the Association.

- 6.6 The office of a member of the Committee shall become vacant if;
- a) that person holds or is appointed to an office of profit in the Association or is appointed to any salaried position with the Centre;
 - b) that person is directly or indirectly interested in any contract or proposed contract with the Association.
- 6.7 A member of the Committee whilst holding office shall not be appointed to any salaried position with the Centre or to any office of the Association for which remuneration is payable by fee or honorarium.
- 6.8 No remuneration or other benefit in money or in kind shall be paid or allowed to any member of the Committee except as:
- a) repayment of out-of-pocket expenses necessarily incurred for the objects of the Association or the Centre;
 - b) interest at a rate not exceeding interest at the rate for the time being which is or would be charged by the Association's bankers for money lent to the Association;
 - c) reasonable and proper rent for premises let to the Association.

7) POWERS OF THE COMMITTEE

The committee shall have all the powers necessary for the achievement of the objects of the Association including, but not limited to, the following:-

- a) to appoint one of its number to be the licensee on behalf of the Association for the provision of the said child care service and otherwise to act on behalf of the Association wherever so required under the provisions of the Children (Care and Protection) Act, 1987 and the regulations thereunder;
- b) for the purpose of complying with the relevant provisions of the said Act and regulations, to appoint a person (referred to in this Constitution as the 'Director') to be the authorised supervisor to have the overall supervision of the provision of the child care service so licensed;
- c) to carry out such functions as are necessary, the said delegation of the Council of the City of Hawkesbury;
- d) to appoint permanent and casual staff, provided that the Committee may delegate to the Director authority to engage casual staff on a short term basis to replace any permanent staff absent on short notice;
- e) to enter into contract for the provision of services necessary for the operational needs of the Centre;

- f) to determine policies for the good management of the Centre;
- g) to raise monies to be expended in furthering the objects of the association.

In exercising its powers the Committee shall have regard to the guideline publications of the Council of the City of Hawkesbury, the New South Wales Department of Community Services, and the Commonwealth Department of Family and Community Services.

8) PUBLIC OFFICER

The Committee shall appoint a person to be the Public officer of the Association. Such person shall be eighteen (18) years of age or older and shall be a resident of New South Wales.

Whenever there is a vacancy in the office of Public Officer, the Committee shall within fourteen (14) days after the vacancy arises give notice to the New South Wales Department of Fair Trading of the occurrence of the vacancy, and shall appoint a person to fill the vacancy.

The Public Officer of the Association may hold any other office with the Association.

The Public Officer shall be deemed to have vacated office in any of the following circumstances, namely death. Resignation, removal by the Committee or by a general meeting, bankruptcy or financial insolvency, mental illness, no longer resident in New South Wales.

9) FINANCIAL YEAR

The financial year of the Association (referred to in this Constitution as 'the financial year') shall be from the 1st day of April each year to the 31st day of March of the following year, or such other dates as determined by the Committee.

10) MEETINGS OF THE ASSOCIATION

10.1 Subject to holding an Annual General Meeting each year, the Association may hold such other meetings as may be necessary to secure the attainment of the objects of the Association. All such other meetings shall be special general meetings. The term 'general meeting' whenever used in this Constitution is to be taken as referring to 'Annual General Meeting' or 'special general meeting' according to the needs of the context.

10.2 The Annual general meeting shall be held within a period of sixty (60) days immediately following the end of the financial year.

The Committee shall decide the date of the Annual general Meeting and shall give at least fourteen (14) clear days notice thereof to the residents

of XXXXX and surrounding regions by Public Notice advertisement in at least one local newspaper.

- 10.3 Whenever requested to do so by written notice given to the secretary by at least four (4) members of the Association, the Committee shall within twenty eight (28) days of the receipt of such notice convene a Special general Meeting of the Association. If the said written notice gives notice of a motion to be resolved by the Association, the committee shall give twenty one (21) clear days notice of the date of the Special General Meeting. Otherwise a Special General Meeting may be convened on seven (7) clear days notice.

The Committee may likewise convene Special General meetings.

- 10.4 The quorum for an Annual general Meeting shall be nine (9) persons present in person, or for a Special General Meeting six (6) persons.
- 10.5 Voting at general meetings of the Association shall be by a show of hands unless a ballot is demanded. All votes shall be given personally - there shall be no voting by proxy.

Decisions shall be made by a simple majority vote.

- 10.6 The President, or in the absence of the President, the Vice President shall preside at all meetings which shall follow accepted meeting procedures and custom.

11) BUSINESS OF THE ANNUAL GENERAL MEETING

The business of the Annual general Meeting shall be:

- a) to receive the annual reports of Office Bearers;
- b) to receive the annual report of the Director;
- c) to receive and adopt the Statement of Income and Expenditure for the financial year just concluded and the Balance Sheet showing the financial position at the end of the financial year, together with the Auditor' Report thereon;
- d) to appoint the office bearers of the Association for the ensuing year and the other members of the management committee;
- e) to appoint the auditor for the ensuing financial year;
- f) to transact any other business for which due notice has been given or which the meeting agrees to admit.

12) BUDGET

- 12.1 Each year, in the month of January, the Committee shall prepare for the following financial year, a balanced budget of income and expenditure.

- 12.2 The income of the Association shall be derived from the annual subscriptions of members, grants and subsidies from government departments and agencies, enrolment and attendance fees payable in respect of children attending the Centre, fund raising activities undertaken by the Committee, and from such other sources as the Association or the Committee may approve.
- 12.3 The Committee shall, after making allowance for all other income, determine and adopt a fee structure for the ensuing year that will ensure a balanced budget, and shall submit the budget and the fee structure for approval by the relevant Commonwealth government department.
- 12.4 The Committee shall make provision each year, as necessary, for any continuing and accruing liabilities, as follows:-
- a. accrued entitlements of sick and annual leave;
 - b. accruing entitlements of long service leave for all staff who have completed two years of service;
 - c. depreciation/replacement of kitchen and laundry equipment and the like;
 - d. building maintenance;
 - e. upgrading of equipment for children's rooms and playground.

13) FINANCIAL MANAGEMENT

- 13.1 The funds of the Association shall be deposited with a bank to be selected by the Committee. The President, the Vice President, the Secretary, the Treasurer, and the Director shall be the authorised signatories with any two such signatories being required to sign cheques and authorise any other instruments that draw upon any funds so deposited.
- 13.2 The Committee may place on deposit with its bank funds not immediately required for operating expenses.
- 13.3 All accounts for goods and services for the Centre shall be paid by cheque, provided that the Director may operate on the imprest system a petty cash account for the payment of minor cash purchases.
- 13.4 Accounts and invoices for operating expenditure necessarily incurred in the day to day affairs of the Centre as covered in the annual budget shall, subject to certification by the Director or the delegate of the Director, be paid by the due date without reference to the Committee provided that the Treasurer shall at each meeting of the Committee provide the Committee with a statement of expenditure incurred since the immediately preceding meeting.

Accounts and invoices for expenditure not previously approved by the Committee shall be submitted to the Committee for approval before being paid.

- 13.5 The Treasurer shall ensure that appropriate books of account are maintained for the purpose of recording the financial transactions of the Association. All such books of account together with vouchers, invoices, pass sheets and the like relevant to the financial affairs of the Association and of the Centre shall be housed and stored at the Administrative office of the Association and retained for as long as required by Commonwealth and State authorities.

14) AUDIT

- 14.1 The Association shall at the Annual General Meeting each year appoint an Auditor. The Auditor shall not be a member or closely related to a member of the Committee. The Auditor shall hold such professional qualifications as are required by Commonwealth and State funding authorities.

Subject to the provisions of this Clause, the Auditor so appointed shall be eligible for re-appointment at ensuing Annual General Meetings.

- 14.2 The Auditor shall, at the end of each financial year, examine the books of account of the Association together with vouchers, invoices, pass sheets, statement and the like and shall furnish a report thereon, and shall give a certificate in respect of the balance sheet setting out the financial position of the Association at the close of the financial year.
- 14.3 Subject to the next succeeding paragraph of this clause, notice of intention to nominate a new Auditor to replace the current Auditor shall, together with name of the proposed new Auditor, be given to the secretary at least twenty one (21) clear days before the date set down for the Annual General Meeting. The Secretary shall send a copy of the notice of nomination to the current auditor at least seven (7) clear days before the said date of Annual General Meeting. The current Auditor shall be entitled to attend the Annual General Meeting and, if he so wishes, to be heard at the meeting.
- 14.4 Where the current Auditor submits his resignation, or notifies the Secretary of his intention not to seek re-election as Auditor, the immediately preceding paragraph shall not apply.

15) FEES FOR CHILD CARE

- 15.1 The daily and weekly fees payable for the child care service operated and provided by the Centre shall conform to the fees structure approved pursuant to Clause 12.
- 15.2 Fees for child care shall be payable in advance, and the fees payable in respect of each child enrolled shall be kept fully paid for at least one (1) clear week in advance at all times.
- 15.3 The Committee may impose an enrolment deposit to be paid at the time of enrolment. Such deposit is refundable after a child has ceased to be enrolled at the Centre, subject to two (2) clear weeks notice of withdrawal from the Centre having been given to the Director, and subject to fees having been fully paid for the period of enrolment.

16) NOTIFIED ABSENCES AND ADDITIONAL ATTENDANCES OF CHILDREN

When a vacancy exists arising from the notified absence of an enrolled child, the Director may because of special circumstances at the time allow another enrolled child to attend the Centre for one or more additional days, provided that the daily fee normally payable in respect of the second child shall be paid for each additional day on which the second child attends the Centre. Any remission of the fee or part of the fee payable for such day or days in respect of the first child shall be at the direction of the Director, subject to any general policy directive of the Committee.

17) AMENDMENT OF THE CONSTITUTION

This Constitution may be amended by special resolution carried by simple majority at a Special general Meeting of the Association convened for the purpose, or at an Annual general Meeting. The notice convening the meeting shall show the existing wording of the Clause or Clauses which it is proposed should be amended and the proposed new wording of each such clause. The notice shall also include a brief explanatory note giving the reason for, or the purpose to be achieved by, the amendment.

18) INSURANCE

The Association shall, each year, effect and maintain insurance as required under the provisions of the Associations Incorporation Act and such other insurances as may be required by law or otherwise required or deemed necessary in the interests of the good management of the Association and the Centre.

19) COMMON SEAL

The Common Seal of the Association shall be kept in the custody of the secretary, and shall be affixed to a document only by authority of the Committee. The affixing of the Common Seal shall be attested by the signatures of any two of the President, the Vice President, the Secretary and the Treasurer.

20) CUSTODY OF BOOKS

Except as otherwise required by this Constitution, the books and records of the Association shall be kept under the custody or control of the Public Officer, provided that this Clause shall not extend to the books and records of the centre relating to enrolled children, past or present.

21) INSPECTION OF BOOKS

The books and records of the Association shall be open to inspection, free of charge, by a member of the Association upon giving of reasonable notice, provided that this Clause shall not extend to the books and records of the Centre relating to any enrolled children, past or present.

22) INFECTIOUS DISEASES ETC.

The Director shall, and is hereby empowered to, implement the requirements of the Public Health Act in relation to infectious diseases and the like. It shall be a condition of enrolment that parents and guardians shall comply with any such requirements notified to them by the Director which make it necessary for any child or children temporarily to be withdrawn or to remain away from the Centre on account of an outbreak of a suspected outbreak of a disease or sickness.

23) AGE FOR ENROLMENT

Subject to the requirements of funding and licensing authorities, the Centre shall accept for enrolment children who are six (6) weeks of age and older but who have not attained the age of six (6) years, subject also to guidelines governing priority of access whenever vacancies occur.

24) PERIOD OF OPERATION OF THE CENTRE

For the purpose of providing a long day child care centre, the Centre shall operate for 49 weeks each calendar year, Monday to Friday, public holidays excepted. The finishing date each year and the commencing date the following year shall be such that the Centre ceases operations prior to the Christmas Day public holiday and remains closed for three (3) consecutive weeks.

25) HOURS OF OPERATION

Subject to the requirements of the funding and licensing authorities, the hours of operation of the Centre each day shall be as determined by the Committee.

26) CONDITIONS OF EMPLOYMENT

The conditions of employment of all staff shall be in accordance with relevant industrial awards and determinations.

The committee may grant special sick leave in cases where an employee is furnished with a medical certificate and where the employee has exhausted all award based entitlements to ordinary sick leave.

27) REVIEW OF APPOINTMENTS

All appointments of permanent staff, whether full time or part time shall be subject to review by the Committee upon the completion of three (3) months service, one (1) year of service and five (5) years of service, and applicants for such staff appointments shall be so informed at the time of interview.

28) DISSOLUTION AND WINDING UP

The Association shall be dissolved in the event of the membership being less than five (5) persons or upon the vote carried by a three-fourths majority of the members present at a general meeting of the Association called for the purpose of considering a motion that the Association be dissolved.

For the purpose of this Clause the term 'surplus property' shall have the meaning given in Section 53(1) of the said Act, surplus property shall be handed over and vested in another child care centre or early childhood service centre within the City of Hawkesbury.

29) CONTINUITY AS A BODY CORPORATE

Nothing shall operate to affect or interrupt the continuity of the Association as a body corporate registered on XXXXX merely by reason of the adoption of this constitution to replace the former constitution.