

MITCHELL SHIRE COUNCIL

Council Meeting Attachment

SUSTAINABLE COMMUNITIES

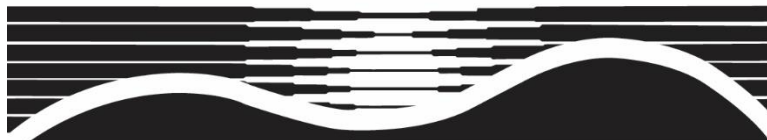
20 JUNE 2016

7.9

COMMITTEES OF MANAGEMENT AND FUNDING AND SERVICE AGREEMENT REVIEW

**Attachment No: 1
Final DRAFT FASA**

MITCHELL SHIRE COUNCIL



DRAFT FUNDING AND SERVICE AGREEMENT

Between

MITCHELL SHIRE COUNCIL

and

<INSERT NAME> COMMITTEE OF MANAGEMENT INCORPORATED

for

<INSERT FACILITY NAME AND ADDRESS>

For the period 1 July 2016 to 30 June 2017

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1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, unless the contrary intention appears –

<Acronym> means **<Facility Name>** Committee of Management Incorporated.

AIR Act means the Associations Incorporation Reform Act 2012.

Agreement means this Funding and Service Agreement comprising of all terms and conditions, Schedules and any annexures.

Approved activity means the activities or services as approved by Mitchell Shire Council that can be undertaken at the **<Facility Name>** as specified and contained in Item 10 of Schedule 1.

Annexure means any annexure as attached to this Agreement.

Casual user means an individual, not-for-profit community group or organisation who has an occupancy agreement in place for use of the facility on a temporary basis for an agreed period or event.

Claim means any claims, actions, proceedings, demands, liabilities and obligations (whether performed or unperformed), representations, acts, omissions and proceedings made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencement Date shall mean the date as specified and contained in Item 6 of Schedule 1.

Committee means the Committee of **<Facility Name>** Committee of Management Incorporated.

Committee meeting means a meeting of the Committee conducted in accordance with the rules of **<Facility Name>** Committee of Management Incorporated.

Committee member means a member of the Committee, elected or appointed in accordance with the rules of **<Facility Name>** Committee of Management Incorporated.

Community representative means a community member of **<Acronym>** who has been elected to the Committee of **<Facility Name>** Committee of Management Incorporated.

Confidential information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties, before, on or after the date of this Agreement relating to the

affairs the subject of this Agreement and any information as provided by Council in which any reasonable person would consider to be confidential in nature.

Conflict of interest means any conflict of interest between a committee member's public duty to manage the facility in the best interests of the community and the member's private interests. A conflict of duty (also known as a conflict of role) is a type of conflict of interest that can occur even if you do not have any private interest at stake. It is a conflict between your public duty to manage the facility in the best interests of the community; and your duty to another organisation (private or public). It exists due to your role with the other organisation (e.g. as a committee member, employee, volunteer or member).

Council means the Mitchell Shire Council.

Council's representative means the Council officer of Mitchell Shire Council who is the nominated primary Council contact point for <Facility Name> Committee of Management Incorporated.

Councillor means a person currently elected to serve on the Mitchell Shire Council pursuant to the provisions of the Local Government Act 1989 and the Constitution Act 1975.

Expiry shall mean the date of expiration of this Agreement as set out and contained in Item 8 of Schedule 1.

Facility means the <Facility Name> and includes any and all buildings on the Land, pavilions, and any fixtures, fittings and chattels contained on the Land as installed and varied from time to time.

Financial year means the period of 12 months ending on 30 June.

Funds means any funding, payment or sum of money as provided by Council from time to time together with such other funds as received by the <Facility Name> Committee of Management Incorporated from managing, operating and maintaining the Facility in accordance with the terms and conditions as set out in this Agreement.

Insolvency event means in relation to a body corporate, a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets or the entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events.

Land means the land on which the reserve or facility known as < Facility Name> described in Item 2 of Schedule 1 is located, and shown hatched in Annexure 1 – Facility plan, which can be varied from time to time.

Liabilities means debts, obligations, claims, losses, liabilities, costs or expenses of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and the amount of which for the time being is not ascertained or ascertainable.

Member means a member of <Facility Name> Committee of Management Incorporated.

Member organisation means the entity which is the only official representative of, and controlling authority for, a regular user as defined in the Rules of <Facility Name> Committee of Management Incorporated and approved by Mitchell Shire Council.

President means the President of <Facility Name> Committee of Management Incorporated.

Registrar means the Registrar of Incorporated Associations.

Regular user means such not-for-profit entity or person as approved by Mitchell Shire Council and admitted as a Member Organisation of <Facility Name> Committee of Management Incorporated under the Rules of <Acronym> such as a club, specialist body or association.

Rules of <Acronym> means the rules of the incorporated association of <Facility Name> Committee of Management Incorporated.

Schedule means any schedule as contained and attached to this Agreement.

Usage rights means the rights to use the facility at the times/days/activity approved and under Mitchell Shire facility conditions of hire and other information.

Writing means all modes of representing or reproducing words, figures or symbols in a visible form.

1.2. Interpretations

In these Rules, unless the contrary intention appears –

1.2.1. "dollars" or "\$" is a reference to the lawful currency of Australia.

1.2.2. Any legislation shall include any act of parliament and any subordinate legislation, rule, regulation, order or instrument made thereunder and shall include any statutory modification, substitution or re-enactment of such legislation.

1.2.3. An individual or person includes a corporation, partnership, joint venture, association, governments, local government authorities and agencies.

1.2.4.A party to this Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.2.5.Clause headings in this Agreement are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.2.6.Cross reference to a clause number is a reference to all its sub-clauses.

1.2.7.In this Agreement where words are defined in the Agreement, other parts of speech and grammatical forms of those words have corresponding meanings.

1.2.8.References to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement.

1.2.9.References to an individual or person includes a corporation, partnership, joint venture, association, governments, local government authorities and agencies.

1.2.10.References to a party to this Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.2.11.References to a person include the legal personal representatives, successors and permitted assigns of that person.

1.2.12.This Agreement shall be subject to and construed in accordance with the laws of the state of Victoria.

1.2.13.The Annexures and Schedules to this Agreement and any documents included by reference in this Agreement shall be incorporated into and be read and construed as part of this Agreement.

1.2.14. Words importing the singular include the plural and vice versa.

1.2.15. Words importing a gender include any gender.

1.3. Words or expressions contained in these Rules shall be interpreted in accordance with the Interpretation of Legislation Act 1984 and the Act as in force from time to time.

1.4. Compliance with Law

1.4.1.This Agreement is to be interpreted so that it complies with all applicable laws of the state of Victoria and if any provisions do not comply then they must be read down so as to give it as much effect as possible.

- 1.4.2. If it is not possible to give that provision any effect at all, however, then it is to be severed to this Agreement in which case the remainder of this Agreement will continue to have full force and effect.

2. INTRODUCTION

2.1. Mitchell Shire Council is the registered proprietor or appointed manager of **<Facility Name>** and has the responsibility of ensuring that the Facility is used and promoted by the **<Facility Name>** Committee of Management Inc. as a public facility in accordance with the requirements of this FASA.

2.2. The following principles guide the management, operation, promotion and use of the Facility:

2.2.1 *Diversity* – Facilities will provide for a variety of age groups, physical and social opportunities and experiences.

2.2.2 *Appropriateness* – Facilities will have a defined function and be developed and managed in accordance with core service levels for each priority function type and catchment level served.

2.2.3 *Co-location and multiple use* – maximise efficient and effective use of resources through:

(a) Minimising the number of building footprints on a reserve;

(b) Integrating community, active and social use of facilities, where possible; and

(c) Encouraging shared use and multiple users in preference to providing single use facilities.

2.2.4 *Access and inclusion* – Ensuring residents have equal opportunities, access and use of facilities, regardless of ability, age, gender or cultural background. Facilities will be designed using the principles of universal design.

2.3. The objectives of Council for the management and use of the Facility are:

2.3.1. To provide the community and visitors with opportunities to participate in a diverse range of community and leisure activities.

2.3.2. To support the **<Facility Name>** Committee of Management Inc to manage, operate, promote and maintain the **<Facility Name>** for the benefit of the local community and Facility users.

2.3.3. To maximise usage and encourage community use of the Facility.

- 2.3.4. To ensure that there is fairness and equity in the allocation of facilities and resources at the Facility through transparent and accessible processes.
- 2.3.5. To maximise overall community benefit, encourage and facilitate use of the Facility by community groups, residents and visitors.
- 2.3.6. To achieve social and financial objectives, encourage co-operation and foster partnerships with the community.
- 2.3.7. To provide facilities which are socially, financially and environmentally sustainable.
- 2.3.8. To promote community health and wellbeing through provision of facilities and services that meet community needs and promote and encourage healthy lifestyles.

2.4. Plan and Description of the Facility

- 2.4.1. The Facility plan, and description are provided in Annexure 1.

3. THE AGREEMENT

- 3.1. The **<Facility Name>** Committee of Management Incorporated hereinafter referred to as **<Acronym>** is a not for profit community organisation that has been established for the purpose of managing, operating, promoting and maintaining the **<Facility Name>** for the benefit of the local community and Facility users.
- 3.2. In consideration of the **<Acronym>** managing, operating, promoting and maintaining the Facility in accordance with the terms and conditions as set out in this Agreement and as determined by Council, Council agrees to provide the Funding in accordance with the terms and conditions as set out in this Agreement.
- 3.3. The **<Acronym>** agrees to operate in accordance with the rules and policies of Mitchell Shire Council and in accordance with the terms and conditions of this Agreement and any other Agreements between the **<Acronym>** and Mitchell Shire Council and in accordance with the Rules of **<Acronym>**.
- 3.4. There shall be no variations to this Agreement unless approved in writing by Mitchell Shire Council.

4. AIM AND PURPOSES OF <ACRONYM>

- 4.1. **<Acronym>** is a non-profit community organisation appointed by Council to manage, operate, promote and maintain the **<Facility Name>** for the benefit of the local community and Facility users.
- 4.2. To operate in accordance with the rules and policies of the **<Acronym>** and Mitchell Shire Council and in accordance with the terms and conditions of this Agreement and all other Agreements with Mitchell Shire Council.
- 4.3. The purposes of the **<Acronym>** are:
- 4.3.1. To manage, operate, promote and maintain the Facility for the benefit of the community, having regard to the principles of good governance.
 - 4.3.2. To ensure the effective financial control of **<Acronym>** to meet the objectives of Mitchell Shire Council and the aim and purposes of **<Acronym>** in a responsible, efficient, effective and practical manner.
 - 4.3.3. To encourage public interest and maximise involvement and participation of the community in the development, use and sharing of the Facility.
 - 4.3.4. To provide updates and recommendations to Council in relation to the use, management, maintenance and development of the Facility.
 - 4.3.5. To manage, operate, promote and maintain the Facility and to act as a policy development and implementation, planning, promotion and co-ordinating body in accordance with Mitchell Shire Council policies and procedures for the Facility and in particular:
 - (a) To make representation to Mitchell Shire Council on behalf of other organisations relating to the Facility and to act as an advisory and liaison body between the Mitchell Shire Council and the community which use the Facility.
 - (b) To ensure that the Facility is only used for approved activities as listed in item 10 of Schedule 1.
 - (c) To encourage public interest and maximise involvement and participation of the community in the usage and development of the Facility.
 - (d) To ensure a wide range of programs and activities are fostered and provided at the Facility to give Mitchell Shire Council residents a choice of community and leisure activities.

- (e) To ensure the implementation of Mitchell Shire Council and <Acronym> policies and procedures for the successful management, operation and maintenance of the Facility.
- (f) To ensure the Facility is managed in a socially, financially and environmentally sustainable manner.
- (g) To manage, operate, promote and maintain the Facility in accordance with and adhering to relevant legislation, Mitchell Shire Council policies, plans and procedures.
- (h) To ensure that only users who have completed the Council template required for seasonal users, regular users or casual hires and have been given usage rights by <Acronym> to use the Facility.
- (i) To promote and facilitate participation in community and leisure activities at the Facility.

5. POWERS OF <Acronym>

5.1. The powers of the <Acronym> under this Agreement to manage, operate, promote and maintain the <Facility Name> are:

5.1.1. Having regard to the Rules, aim and purposes of the <Acronym> and ensuring compliance with Council policy and Mitchell Shire Council Local Law, develop, approve, repeal and make alteration to operational policies and procedures necessary for the proper management of the Facility.

5.1.2. Authority to seek advice, assistance and expertise as is necessary for the proper and efficient management, operation, promotion and maintenance of the Facility within the budget of the <Acronym> and in accordance with this Agreement and the AIR Act.

5.1.3. Resolve any conflicts in the community use of the Facility in accordance with Council policies, this Agreement and the Rules of <Acronym>.

5.1.4. The <Acronym> shall not carry out or authorise any capital works, extensions, additions or materially alter the Facility, buildings or surrounds without prior written approval from the Council.

5.1.5. To undertake or arrange for maintenance in respect of the Facility in accordance with Schedule 2.

5.1.6.To raise funds, solicit and receive donations, and with prior Council approval, government grants in accordance with the policies of Council, this Agreement and the rules of **<Acronym>**.

5.1.7.To conduct or sponsor functions and other fundraising activities to meet the aim and purposes and the Rules of **<Acronym>**, this Agreement and Council policies.

6. DUTIES AND FUNCTIONS OF <Acronym>

6.1. The duties and functions of the **<Acronym>** under this Agreement to manage, operate, promote and maintain the **<Facility Name>** are:

6.1.1.Make recommendations to Council on future capital works, including facility upgrades and redevelopments and the provision of improvements to facilities and amenities at the Facility, in accordance with Strategies and Service Levels adopted by Council.

6.1.2.Convene or cause to be convened such meeting, forums, seminars or other activities as may be deemed of value by the Committee of **<Acronym>** to meet or assist in meeting its aim and purposes.

6.1.3.Liaise with Council and its staff to ensure continuing cooperation and coordination of the Facility.

6.1.4.Comply with and ensure that any contractors engaged by the **<Acronym>** comply with all applicable legal obligations and requirements such as any Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to the management, operation and maintenance of the Facility.

6.1.5.The Committee of **<Acronym>**and its servants shall not commit, or permit to be carried out, any act which will render the operation of Council's insurance policies invalid.

6.1.6.Publicise and promote interest in the Facility.

6.1.7.To maintain a register of signed agreements and schedule of use for the Facility.

6.1.8.Require all users to agree to abide by the conditions of use through signed user agreements which meet Council's requirements.

6.1.9.Provide Council with the names, positions and contact details of the Committee of **<Acronym>** within 14 days of the Annual General Meeting each year.

6.1.10.Insure all **<Acronym>** assets and contents.

- 6.1.11. Shall not allow any goods or items to be left in or stored at the Facility unless there is a signed usage agreement in place with the owner of the goods or items and that evidence has been provided of the owner's current Public Liability and Products Liability Insurance and Contents Insurance for the goods or items.
- 6.1.12. To be responsible for ensuring that conditions of use stipulated by Council local laws and policies and State and Federal laws are enforced and to report to Council any breaches which occur and that cannot be appropriately dealt with by the Committee of **<Acronym>**.
- 6.1.13. To promptly report to Council staff any breakages or damage at the Facility or malfunction of any mechanical item, equipment or structure hazard deemed to be a risk management issue or any abnormal damage to playing surfaces or surrounds.
- 6.1.14. To obtain written Council approval prior to undertaking any alterations, additions or installation of any new fixed assets at the Facility. Any alterations additions or the installation of new assets which have been approved in writing by Council must be carried out in accordance with approved plans and specifications by appropriately qualified and insured contractors. Council approval may include the **<Acronym>** and/or user group being responsible for ongoing maintenance and removal.
- 6.1.15. Full details (including costs) of any new assets are to be provided to Council, so they can be included within Council's Asset Management Register.
- 6.1.16. If approval in principle is given to undertake alterations, additions or installation of any new fixed assets, Council's Municipal Building Surveyor must issue any building permit for approved capital works. Other statutory approvals may also be required.
- 6.1.17. To ensure that the Facility is kept in a clean condition at all times.
- 6.1.18. To ensure that the Facility is only used by the Committee and users in accordance with this Agreement, Council policies and in a lawful and reasonable manner.
- 6.1.19. The Committee may forward to Council a list of priority high value maintenance items that are Council's responsibility by 31 October each year. These will be assessed by Council and considered for inclusion in future operational and capital works budgets.
- 6.1.20. In conjunction with a Council officer, Committee representatives will conduct an annual risk assessment of the Facility by 30 January.

6.1.21. A schedule of works required as identified in Sub-clause 6.1.20 including completion dates are to be submitted to Council within 14 days of completion of the annual Risk Assessment.

6.1.22. Provide Council with a list of non Council assets and contents items at the Facility by the 31 October each year.

6.1.23. Immediately notify Council of any incident involving:

- (a) Occupational Health and Safety issues.
- (b) Significant property damage.
- (c) Damage to the Facility that may cause any interruption to normal operation of the Facility.
- (d) Any incident requiring the attendance of Emergency Services (Police, CFA or Ambulance).
- (e) Any criminal activity.
- (f) Any other matter that may lead to litigation or otherwise adversely affect the interest of Council.
- (g) Details to be provided include the date, time, location of the incident, groups and individuals involved.
- (h) Follow-up in writing with a written report within three (3) days.

6.1.24. Written report to be provided to Council on any other incident apart from those listed in Sub-clause 6.1.23 within five (5) business days of occurrence.

6.1.25. The Committee of **<Acronym>** must not use, or permit to be used, the Facility:

- (a) For any illegal, immoral, objectionable, noxious, noisy or offensive purpose nor for any act which may be an annoyance, nuisance or inconvenience to the Council or any other person; or
- (b) For any purpose other than the approved activities (as listed in Schedule 1) without the prior written consent of Council.
- (c) For any activity which is not covered by the user's insurance policies.
- (d) For any activity which is not covered under the **<Acronym>** insurance policies.

6.1.26. Ensure compliance with smoking, tobacco restrictions and alcohol licencing requirements.

6.1.27. Ensure that all required licences and permits are obtained for all activities undertaken at the Facility.

6.1.28. Operate under transparent and sound financial arrangements and in accordance with the rules of the **<Acronym>** and this Agreement.

6.1.29. Regularly report to Council in accordance with this Agreement.

6.1.30. Maintain and carry out approved minor repairs and maintenance in accordance with Schedule 2.

6.1.31. Shall be responsible for all utility costs, outgoings and expenses as incurred and associated with the maintenance and ongoing operations and management of the Facility from time to time unless otherwise specified in this Agreement or that those costs and expenses are agreed, in writing, to be paid by Council in its absolute discretion from time to time.

7. FINANCIAL MANAGEMENT

7.1. Financial Management

7.1.1. The **<Facility Name>** Committee of Management Inc shall comply with the provisions of all relevant laws relating to Council's financial obligations or the keeping of accounts by Council and the Associations Incorporation Reform Act 2012.

7.1.2. The **<Facility Name>** Committee of Management Inc must establish and implement financial procedures and policies that can be audited to demonstrate sound management practice in relation to approach, collection, banking and distribution of financial resources.

7.1.3. Operate bank account/s in the name of the **<Facility Name>** Committee of Management Inc.

7.1.4. Exercise financial powers and functions delegated by this Agreement.

7.1.5. All funds of the **<Acronym>** must be deposited into the financial account/s of **<Acronym>** no later than five (5) working days after receipt.

7.1.6. All monies of the Association account/s are to be applied to the management, operation, promotion and maintenance and of the Facility and any other expenses which may be incurred by the Committee of **<Acronym>** in its management of Facility.

7.1.7. All cheques, drafts, bills of exchange, promissory notes, Electronic Funds Transfer (EFT) and other negotiable instruments shall be authorised by two members of the Committee of **<Acronym>** who are authorised to authorise expenses.

7.1.8. The financial year shall be the period of 12 months ending on 30 June.

7.1.9. All accounting functions shall conform to the requirements of Australian accounting standards, relevant regulations, this Agreement and the Rules of **<Acronym>**.

7.1.10. The **<Acronym>** must give Council, or a third party nominated by Council, including but not limited to an auditor appointed by Council, access to all information and records of all accounts as referred to in this Clause 7, to enable the Council or the third party to:-

- (a) determine whether the **<Acronym>** is complying with all of its obligations under this or any other Agreement with Council and/or its obligations under the AIR Act;
- (b) determine the accuracy of **<Acronym>**'s reports, invoices and financial statements in relation to the management, operation, promotion and maintenance of the Facility and the receipt, custody and expenditure of all fees in operating the facility;
- (c) ascertain any other matters reasonably considered by Council or the third party as appointed by Council to be relevant to the performance of the **<Acronym>**'s obligations under this or any other Agreement with Council and/or its obligations under the AIR Act;
- (d) the rights of Council under this Agreement are in addition to any power, right or entitlement that Council is entitled to exercise pursuant to the terms of any governing statutory or regulatory requirements;
- (e) if at any time during the term of this Agreement it is determined in the absolute discretion of the Council or any independent auditor acting on behalf of the Council that the **<Acronym>** has expended, transferred or committed any amount of Funds as paid by the Council or as received in accordance with Clause 7.1.6 to the **<Acronym>** in breach of this Agreement, the **<Acronym>** is liable to repay to the Council the amount of money so spent and the Council may recover that money from the **<Acronym>** as a debt due to Council. Without limitation, recovery by Council under this Clause may include offsetting the repayment amount against any future payments required by operation of Schedule 3 to this Agreement or under any other arrangement between the parties.

7.1.11. In accordance with the Association Incorporation Reform Regulations 2012 the **<Acronym>** may reimburse a member for expenses properly incurred by the member, or for goods and services provided by the member – if this was done in good faith on terms no more favourable than if the member was not a member.

7.1.12. The <Acronym> is responsible for:

- (a) all fees and charges for electricity, gas, water and sewerage.
- (b) payment of any petty cash, reasonable expenses and allowances as the <Acronym> determines.

7.1.13 The <Acronym> may agree to provide an additional annual allowance of up to but not exceeding \$500 to up to two members of the Committee of <Acronym>.

7.2. Source of Funds

7.2.1 The <Acronym> shall source funds in accordance with the rules of the <Acronym> and Council policies.

7.2.2 The funds of <Acronym> shall be derived from facility hire, program fees, donations, government funding and grants, interest and such other sources as the Committee of <Acronym> determines and in accordance with Clause 7.2.1.

7.2.3 Council will provide <Acronym> with an annual funding allocation calculated using the contribution formula outlined in Schedule 4. Council may vary this amount as part of its annual Budget process.

7.2.4 The <Acronym> must seek written approval from Council before submitting any grant applications in regards to the Facility.

7.3. Fees and Charges

7.3.1. The <Acronym> shall:

- (a) Develop an annual schedule of such fees and charges to be applied to seasonal, regular and casual hirers of the Facility that enable the effective financial management of the Facility in accordance with this Clause and the budget of <Acronym>.
- (b) The Committee should charge user fees to enable the <Acronym> to meet management, operational and maintenance costs of the Facility.

7.4. Financial Records

7.4.1. The <Acronym> shall keep correct accounts and books showing the financial affairs of <Acronym> with full details of all receipts and expenditure and all

accounts connected with the activities of <Acronym> to enable Financial Reports to be properly drawn up so as to give a true and fair reflection of the financial position of <Acronym>.

7.4.2. All such records to be maintained in accordance with Clause 7.4.1 must be maintained in accordance with the accepted industry accounting standards as applied in commercial practice and to an auditable standard as required by any governing, statutory and regulatory requirements.

7.4.3. <Acronym> shall retain the financial records for seven (7) years after the transactions covered by the records are completed.

7.5. Financial Statements and Reports

7.5.1. For each financial year, the Committee must ensure that the requirements under the AIR Act relating to financial statements of <Acronym> are met. This includes:

- (a) The preparation of the financial statements, as required by the AIR Act;
- (b) The review or auditing of the financial statements;
- (c) The certification of the financial statements by the Committee;
- (d) The submission of the financial statements to the Annual General Meeting of <Acronym>;
- (e) The lodgement with the Registrar of the financial statements and accompanying reports, certificates, statements and fee.

7.5.2. The <Acronym> will ensure that after the end of each financial year of <Acronym> the accounts are reviewed and certified by two members of the Committee, other than the Treasurer, or audited as required under the AIR Act for associations with larger turnovers.

7.5.3. Provide to Council the <Acronym> Annual Report including the annual statement of accounts for Council audit purposes. The Secretary shall be responsible for ensuring that the report is lodged with Council by 31 October each year or within two weeks of completion of the Annual General Meeting. Committees will be required to report to Council using Council's financial report template for Committees of Management.

7.5.4. The <Acronym> shall upon such request being made by Council prepare such reports, assessments, and documentation or provide such other information in the format as required by Council and within the timeframes as specified by Council.

7.5.5. The <Acronym> represents and warrants that all reports provided to Council and financial information and reports as provided pursuant to the terms of this Agreement will be accurate, complete and comprehensive in relation to all matters relevant to the management, operation, promotion and maintenance of the Facility and will not contain information that is misleading in any respect.

8. MEMBERSHIP

8.1. The <Acronym> must have at least five members.

8.2. The Committee of the <Acronym> shall be formed in accordance with the rules of <Acronym> and must include:

8.2.1. <Insert number to be elected – minimum of two> Community Representatives elected in accordance with the Rules of <Acronym>.

8.2.2. The representatives of Member Organisations appointed in accordance with the rules of <Acronym>.

8.3. Mitchell Shire Council – Nomination of Councillor to Committee of <Acronym>

8.3.1. The Mitchell Shire Council may nominate a Councillor to the Committee of <Acronym> who can attend and speak at meetings, participate in discussions but is not entitled to vote.

8.4. The Committee of the <Acronym> must notify Council in writing within 14 days of the Annual General Meeting:

8.4.1. The details of the officers and members of the Committee.

8.4.2. From the Committee's elected Officers the persons who will be their primary and secondary contacts with Council.

9. MEETINGS

9.1. The Committee of <Acronym> shall conduct all such meetings as required in accordance with the Rules of <Acronym>.

9.2. The Secretary of <Acronym> or their nominated representative shall at least 28 days before the date fixed for holding a general meeting of <Acronym>, notify Council in writing stating the place, date and time of the meeting and the nature of the business to be conducted at the meeting.

9.3. Meeting Procedures

- 9.3.1. All meetings shall be conducted in accordance with the rules of **<Acronym>**.
- 9.3.2. Any decision of the **<Acronym>** which does not relate to a matter permitted under and/or within the terms of this Agreement with **<Acronym>** cannot be actioned until approved by Council.
- 9.3.3. The Committee of **<Acronym>** agrees and acknowledges that notwithstanding any determination as made by them pursuant to the terms of this Clause 9/Agreement that Council will maintain an absolute discretion in the making of any final decisions relating to the Facility, including but not limited to any capital expenditure and the providing of funds.
- 9.3.4. The Secretary is responsible for providing Council with minutes of all general meetings and financial reports within (14) fourteen days of the meeting.

10. CONFIDENTIALITY AND SECURITY

- 10.1. All Information provided to the Committee of **<Acronym>** by or on behalf of the Council under this Agreement shall be treated as confidential by the Committee of **<Acronym>** unless Council otherwise expressly specifies that it may be disclosed to the public. In Clause 10 this information is referred to as "Confidential Information".
- 10.2. The Committee of **<Acronym>** agrees that the Committee, or its employees, agents, directors, members or consultants shall not disclose to any person, any Confidential Information or documentation relating to the Council or the affairs of others which may have come to its or their knowledge as a result of this Agreement or the management of the Facility and shall take all necessary precautions to prevent unauthorised access to such information or documentation.
- 10.3. All Confidential Information shall remain the property of the Council and shall (where possible) be returned to the Council's representative at the expiration or termination of this Agreement.
- 10.4. The Confidential Information supplied to the Committee of **<Acronym>** under this Agreement shall be used only for the provision of the management, operation, promotion and maintenance of the Facility or as directed by the Council's representative and shall not be used for any other purpose.
- 10.5. The Committee of **<Acronym>** shall not divulge any information regarding the management, operation or maintenance of the Facility or give any publicity concerning the Facility except with the written consent of the Council's representative.
- 10.6. This Clause 10 shall survive notwithstanding the expiration or earlier termination of this Agreement.

11. CONFLICT OF INTEREST

- 11.1. The Committee of <Acronym> warrants that, to the best of its knowledge and belief after due inquiry as at the date of this Agreement, they have no Conflict of Interest except where a full written disclosure has been made to the Council's representative and prior written permission has been obtained from the Council's representative which permission may be given, or withheld, by the Council's representative in their absolute discretion.
- 11.2. During the term of this Agreement the Committee of <Acronym> must take all reasonable steps to avoid having any Conflict of Interest except where a full written disclosure has been made to the Council's representative and prior written permission has been obtained from the Council's representative which permission may be given, or withheld, by the Council's representative, their absolute discretion.
- 11.3. The Committee of <Acronym> shall at all times comply with the material personal interest provisions in the Associations Incorporation Reform Act 2012 and in the rules of <Acronym>.

12. INSURANCE

12.1. Council Responsibilities

- 12.1.1. Council will insure the Facilities, against liabilities for damage or loss by fire, flood, storm or tempest to their full insurable value.
- 12.1.2. Council will arrange and pay the costs for the following insurances for the <Acronym> to an amount as determined by Council in consultation with the Committee of <Acronym> for approved activities:
- (a) Public Liability incorporating Products Liability;
 - (b) Personal Accident (Volunteers);
 - (c) Directors and Officers Liability;
 - (d) Contents for Council owned assets only.

12.2. Committee of Management Insurance Responsibilities

- 12.2.1. The <Acronym> will be responsible for any other insurance not listed in Clause 12.1 that they deem required for the <Acronym>.
- 12.2.2. The Committee of <Acronym> is responsible for ensuring that only Facility users who have provided the required insurances with their completed Council template required for seasonal users, regular users or casual hires are given usage rights by <Acronym> to use the Facility.

12.2.3 The Committee of <Acronym> must not do or permit anything which might violate or interfere with any policy of insurance in respect of the Facility, or which might prejudice any claim under such policy or render the Council liable for any increased premium on any policy of insurance in respect of the Facility.

13. RELEASE AND INDEMNITY

13.1. In accordance with the Associations Incorporation Reform Act 2012 the <Acronym> must indemnify each of the office holders of <Acronym> against any liability incurred in good faith by the office holder in the course of performing his or her duties as an office holder of <Acronym>.

13.2. The <Acronym> uses and occupies the Facility at its own risk and releases the Council from all claims and liability resulting from any damage, loss, death or injury in connection with the Facility except to the extent that the Council is negligent.

13.3. The <Acronym> must indemnify and hold harmless the Council against all claims and liability resulting in any damage, loss, death or injury in connection with the Facility and the use and occupation of the Facility by the <Acronym> except to the extent that the Council is negligent.

14. POWERS EXCLUDED

14.1. The <Acronym> is not by this Agreement empowered to do any of the following things without the prior written approval of the Council:

14.1.1. Make any alterations or additions to the Facility.

14.1.2. Represent Council in its dealings with seasonal, regular or casual hirers.

14.1.3. Enter into any contracts that would exceed the expiry date of this Agreement.

15. REVIEW

15.1. This Agreement may be varied by the mutual agreement of the Committee of <Acronym> and Council at any time following a request for review by either party.

16. REVOCATION

16.1. This Agreement may be revoked at any time by the Council, if in the view of the Council the <Acronym> is not managing, operating, promoting and maintaining the Facility in the best interests of the community or does not fulfil its obligations to the community and the Council under this Agreement and/or the AIR Act.

- 16.2. The Council shall not exercise this power of revocation unless all reasonable attempts at negotiation have been exhausted between Council and the **<Acronym>**.

17. DISSOLUTION

- 17.1. **<Acronym>** shall not be dissolved or wound up without the prior written consent of Mitchell Shire Council.
- 17.2. In the event of **<Acronym>** being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall not be transferred to any current or former Community Members or Member Organisations.
- 17.3. An asset or part of an asset of **<Acronym>** consisting of property supplied by a government department, public authority or Mitchell Shire Council, including the unexpended portion of a grant, must be returned to—
- (a) the department, authority or Council that supplied the property; or
 - (b) a body nominated by that department, authority or Mitchell Shire Council.
- 17.4. Subject to the rules of **<Acronym>** and any court order made under Section 133 of the Associations Incorporation Reform Act 2012, the surplus assets must be given to a body/ies as agreed to by Mitchell Shire Council.
- 17.5. Within one month of the dissolution the Officers of **<Acronym>** shall arrange for:
- 17.5.1. A financial statement to be prepared, audited and presented to Council.
 - 17.5.2. The **<Acronym>** bank account/s to be closed and the balance of Council's funding be paid to Council
 - 17.5.3. All keys to the Facility formerly under the management of the **<Acronym>**, to be returned to Council.

18. OBLIGATIONS OF **<ACRONYM>**

- 18.1. At the end of this Agreement, the Committee of Management must:
- 18.1.1. Vacate the Facility and hand back the Facility to Council in a state of repair and condition, fair wear and tear excluded, that is consistent with the **<Facility Name>** Committee of Management Inc having complied with its obligations under this Agreement.
 - 18.1.2. Remove the Committee of Management's fixtures and fittings only if required by Council and make good any damage caused by any such removal.
 - 18.1.3. Return to Council all keys and all other security devices (if applicable) required for the purposes of obtaining access to the Facility or any storage area.
- 18.2. Any goods, items, fixtures and fittings of the **<Acronym>** remaining at the Facility or in any storage area at the end of this Agreement will become the property of Council.
- 18.3. If alterations or additions to the Facility are undertaken by the **<Acronym>** or by a seasonal or regular user without the written approval of Council, the **<Acronym>** and/or the user will remove and/or rectify the Facility to conform to the directions of Council. The cost of removal and/or rectification will be borne by the responsible party.

19. OPERATIONS AND RESOURCE MANUAL

- 19.1. Council will provide the Committee of **<Acronym>** with an Operations and Resource Manual.
- 19.2. The Operations and Resource Manual provides a framework for the day to day management, operation, promotion and maintenance functions and responsibilities in accordance with this Agreement, Council policies and local laws, the Associations Incorporation Reform Act 2012, the Associations Incorporation Reform Regulations 2012 and Rules of the **<Acronym>**.
- 19.3. The Operations and Resource Manual will provide information regarding:
- 19.3.1. Responsibilities of the **<Acronym>** in accordance with this Agreement and the Associations Incorporation Reform Act 2012.
 - 19.3.2. Responsibilities of Council.
 - 19.3.3. Responsibilities of the regular user groups and casual hirers.

- 19.3.4. Operational processes and procedures.
- 19.3.5. Processes for facility maintenance and capital development.
- 19.3.6. Other information as determined by Council from time to time.

20. HIRE OF FACILITY

- 20.1.1. The Facility is to be made available for hire during the operating hours specified in Schedule 1 Item 5.
- 20.1.2. The Committee of **<Acronym>** must ensure only users who have completed the Council template required for seasonal users, regular users or casual hires and have been given usage rights by **<Acronym>** to use the Facility
- 20.1.3. The Committee of **<Acronym>** is responsible for ensuring that only Facility users who have provided the required insurances with their completed Council template required for seasonal users, regular users or casual hires are given usage rights by **<Acronym>** to use the Facility
- 20.1.4. The Committee of **<Acronym>** must apply fees and charges for hire of the Facility set in accordance with this Agreement.

21. CAPITAL WORKS AND MAJOR MAINTENANCE

- 21.1. If there are scheduled capital works to be carried out at the Facility that will result in the Facility or a component of the Facility being unavailable for public use, the Council may, in its absolute discretion, suspend or amend the terms of this Agreement, by giving the Committee of **<Acronym>** at least (28) days written notice (except for emergency works) and specifying in that notice the period of suspension.
- 21.2. Where this Agreement has been suspended pursuant to Sub-clause 21.1 the Committee of **<Acronym>** agrees that the terms of this Agreement shall be suspended or amended for the period in which such capital or maintenance works are to be conducted and that Council will have full or partial rights of uninterrupted access to facilitate and ensure that the capital or maintenance works are carried out and completed.

22. CONTRACTS ENTERED INTO BY **<ACRONYM>**

- 22.1. The **<Acronym>** is permitted to enter in contracts for annual (1 July – 30 June) services at the Facility to a maximum value of **\$5,000**.
- 22.2. The **<Acronym>** may apply to Council in writing to vary this amount and, if it gives its consent it may impose conditions as it deems necessary in its absolute discretion.
- 22.3. The **<Acronym>** must not enter into any contract which extends beyond the initial term of this Agreement without prior written approval of Council.

23. GRANT PAYMENTS

- 23.1. Subject to the terms of this Agreement Council shall pay the annual grant amount in four equal instalments. The **<Acronym>** may apply to Council in writing to vary the proportion of instalments, and will be subject to Council being satisfied as to the need for the variation proposed.
- 23.2. Grant payment instalments will only be provided on receipt of all **<Acronym>** documents and reports required to be provided to Council under this Agreement.

24. ENTRY BY COUNCIL

- 24.1. The Council may enter the Facility at any reasonable time without providing any such notice to the Committee of **<Acronym>**.

25. COUNCIL'S CONSENT

- 25.1. Where consent is required to be granted by the Council under this Agreement, the Council may withhold its consent at its absolute discretion and, if it gives its consent it may impose conditions as it deems necessary in its absolute discretion.

26. TERMINATION

- 26.1. The Council may re-enter the Facility and temporarily close the Facility or any part of it or permanently terminate this Agreement without notice if:
- (a) it has been resolved by Council in its absolute discretion that it is to retake possession and control of the Facility; or
 - (b) the **<Acronym>** is the subject of an Insolvent Event; or

- (c) The <Acronym> breaches this Agreement and does not remedy the breach within thirty (30) days of receipt of written notice from the Council; or
- (d) Council conducts a risk assessment of the Facility and is of the opinion the Facility or any part of it is unsafe or unsuitable for the intended use.
- (e) the Council reasonably believes that the continued use of the Facility will cause increasing or irreparable damage and deterioration to the Facility or any part of it; or
- (f) the Facility or a part of it is destroyed or damaged so that the <Acronym> and the community cannot safely access or utilise a part or all of the Facility.

26.2. No compensation shall be payable by Council with respect to any termination of the Agreement under this Clause.

26.3. Any termination of this Agreement under this Clause shall be without prejudice to any rights or obligations of the parties which have accrued at the date of the termination.

27. DAMAGES FOLLOWING DETERMINATION

If this Agreement is determined by the Council due to a default by the <Acronym>, the Committee of <Acronym> agrees to fully compensate the Council for any loss or damage the Council suffers arising in connection with the <Acronym>'s breach of this Agreement.

28. ESSENTIAL TERMS

28.1. Breach by the <Acronym> of any of the following clauses of this Agreement is a breach of an essential term and constitutes repudiation; Clauses 5, 6, 7, 8, 9.3.2, 9.3.3, 10, 11, 12.2, 14, 17, 19 and 20. Other obligations of the Committee of <Acronym> as set out under this Agreement may also be essential.

28.2. Even though the Council do not exercise their rights under this Agreement on one occasion, the Council may do so on any other occasion.

29. EXPIRATION OF TERM

Upon the expiration of the Term the <Acronym> continues to manage, operate and maintain the Facility after the end of the term, without objection by the Council:

- 29.1. The <Acronym> is a monthly licensee and may use the Facility on the terms set out in this Agreement modified so as to apply to a monthly licence;
- 29.2. The Council or the <Acronym> may end this Agreement by giving thirty (30) days written notice to the other party.

30. GRANT OF LICENCE ONLY

The <Acronym> agrees with the Council that:

- (a) The <Acronym> is not entitled to exclusive occupation or use of the Facility and must use the Facility in common with any other users and licensees permitted by Council.
- (b) The Council may use or permit other parties to use, the Facility.
- (c) This Agreement does not create any estate or interest in the Facility, other than a contractual right to manage, operate and maintain the Facility in accordance with the terms and conditions as set out in this Agreement.
- (d) This Agreement does not constitute a lease at law and the <Acronym> will not claim before a court or tribunal that this Agreement constitutes a lease at law; and
- (e) In the event that a court or tribunal determines that this Agreement is a lease at law, the Council may, at its option, terminate this Agreement by written notice to <Acronym>.

31. GENERAL

31.1. Special Conditions

The <Acronym> also agree to be bound by any Special Conditions that may be specified and contained in Item 12 of Schedule 1. In the event of any inconsistency with any of the Special Conditions and the general terms and conditions as contained in this Agreement, then to the extent of any inconsistency the Special Conditions shall prevail.

31.2. Incorporated Associations

The <Acronym> warrants that it is incorporated under the Associations Incorporation Reform Act 2012 and will at all times comply with the requirements of that Act.

31.3. Notices

Any notice required to be served under this Agreement must be in writing and must be served by prepaid post, by facsimile, by electronic mail or hand delivered to:

- (a) the <Acronym> at its address as set out in Item 12 of Schedule 1; and
- (b) the Council at its address as set out in Item 11 of Schedule 1.

31.4. Entire Understanding

This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

31.5. Waiver

If the Council does not exercise or delays exercising any of the Council's rights under this Licence, it will not be a waiver of the breach of this Agreement by the **<Acronym>** or of the Council's rights under this Agreement.

SCHEDULE 1

ITEM

- 1. Facility** <Facility Name> located at <insert street address of the Facility> includes any and all buildings on the Land, pavilions, and any fixtures, fittings and chattels contained on the Land as installed and varied from time to time as shown hatched on Annexure 1 – Facility plan
(a) Existing Facility:

A full list of Council assets is detailed on Annexure 2.
- 2. Land** means the land on which the reserve or facility known as <Facility Name> is located at <insert street address of the Facility> as shown hatched on Annexure 1 – Facility plan.
- 3. Aim** The aim of the <Facility Name> Committee of Management Incorporated is:
- 31.1. To manage, operate, promote and maintain the <Facility Name> for the benefit of the local community and Facility users.
- 31.2. To operate in accordance with the rules and policies of the <Acronym> and Mitchell Shire Council and in accordance with the terms and conditions of this Agreement and all other Agreements with Mitchell Shire Council.
- 4. Operating Hours** <Insert operating hours>
- 5. Commencement Date** 1 July 2016
- 6. Term** Initial Term: one (1) year
Extension option at Council’s discretion: one (1) further year
- 7. Expiry Date:** 30 June 2017
- 8. Role of Council:** Mitchell Shire Council or its officers will:
Act in an advisory and advocacy capacity when necessary and to otherwise act in accordance with and monitor compliance with this Agreement.
- 9. Approved Activity/s:** To be completed in consultation with <Acronym>.

- 10. Council Address for Notices: Recreation and Open Space Co-ordinator
Mitchell Shire Council
113 High Street
Broadford 3658
Phone: (03) 5734 6200
Facsimile: (03) 5734 6222
Email: <insert Council generic email>
- 11. Committee of Management Address for Notices: <Insert Name>
<Insert Position>
<Acronym>
<Insert Postal Address>
Phone: <insert phone number>
Facsimile: <insert fax number>
Email: <insert email address>
- 12. Committee at Date of Agreement: <Insert Names and positions of the Committee at date of agreement>
- 13. Regular User Groups at Date of Agreement: <Insert the names of each approved regular user group at Date of Agreement>
- 14. Allocated Annual Grant Year One \$<insert amount>
- 15. Special Conditions: <Insert any special conditions which apply to this Agreement>

SIGNED by) <Insert Name>
<Insert Position>
Mitchell Shire Council

for and on behalf of)

Mitchell Shire Council) Signature: _____

on this day) Date: _____

SIGNED by) <Insert Name>
<Insert Position>
<Acronym>

for and on behalf of)

<Acronym>

) Signature: _____

on this day

) Date: _____

SCHEDULE 2 FACILITY MAINTENANCE

BUILDING MAINTENANCE

Item	Committee of Management	Council
Air conditioning and evaporative Cooling	<p>Servicing and minor repair costs:</p> <p>Non-ducted split systems, reverse cycle air conditioners, evaporative coolers – quarterly servicing.</p> <p>Repair and replace due to negligence to carry out preventative maintenance and servicing.</p> <p>Notify Council of any defects or structural faults.</p>	Repair and replace due to structural fault and/or at end of economic life.
Asbestos Removal	Report any suspected asbestos to Council.	Council fully responsible for asbestos management.
Building structure/frame/flooring	Notify Council of any defects or structural faults.	Conduct condition audits, repair, renew or replace due to structural fault and/or at end of economic life.
Cleaning	Regular cleaning of building interior (including cupboards/shelving), external doors and windows.	No responsibility.
Cupboards and internal bench tops/shelving	Maintenance and repairs. Notify Council of any structural faults.	Replacement due to structural fault and/or at end of economic life as per Council's Asset Management Program.

Item	Committee of Management	Council
Curtains/drapes/blinds	Installation, regular cleaning, repair and replacement.	No responsibility.
Doors, door fittings and fly screens	Cleaning and maintenance of flyscreens, door hinges, door handles.	Repair and replace doors and door fittings due to structural fault and/or at end of economic life as per Council's Asset Management Program.
Electrical testing and tagging of appliances, extension leads/power boards	<p>Testing and tagging to be undertaken by a qualified electrician or contractor every 6 – 12 months.</p> <p>Provide a copy of test documentation to Council.</p>	No responsibility.
Electrical wiring, fittings and lights	<p>Notify Council of any identified electrical faults.</p> <p>Damage caused as a result of misuse by hirers will be the responsibility of the committee of management (entire cost of repairs).</p> <p>Replace internal and external light globes, ensure power points, light fittings and all switches are safely secured.</p> <p>Provide Council with a Certificate of Compliance for works over \$500 completed by qualified electrician engaged by Committee of Management.</p>	Repair and replacement of all building wiring from main supply to and including the switchboard, safety switches, light fittings and power points due to age.
Emergency works affecting the operation, safety and security of the building and surrounds.	Report any serious defects or identified emergency works to Council immediately.	Conducted by Council.

Item	Committee of Management	Council
Essential Services, including extinguishers and fire hose reels, exit signs and emergency lighting	<p>Notify Council of any faults with essential services.</p> <p>Replace fire blankets if stolen.</p>	Responsible for servicing, repairs, inspections and replacement of fire extinguishers, fire hose reels, exit signs and emergency lighting.
Floor coverings (including tiles, vinyl, carpet, carpet tiles)	<p>All regular cleaning and repair/maintenance.</p> <p>Notify Council of any defects/faults.</p>	Replacement of floor coverings at end of economic life as per Council's Asset Management Program.
Free standing fixtures, furniture and equipment (includes free standing cupboards)	<p>Maintain all items.</p> <p>Repair or replace when required.</p>	No responsibility.
Glass	<p>Replace accidental breakages for doors and windows.</p> <p>Regular cleaning.</p>	No responsibility.
Graffiti	All internal and external graffiti to be removed within 48 hours of sighting.	No responsibility.
Keys and locks	<p>Advise Council if keys differ from Council's bi-lock keying system.</p> <p>Notification to Council of lost/damaged keys or damaged locks.</p> <p>Provide written request for additional keys. Payment of additional keys. Pay for costs of lock repairs, due to misuse.</p> <p>Maintain key register.</p>	<p>Provide initial set of Council bi-lock keys to Committees of Management.</p> <p>Provide additional keys to Committees upon written request.</p> <p>Engage Council's authorised locksmith to affect repairs to locks.</p>

Item	Committee of Management	Council
Painting, internal or external (including doors)	Minor touch up works as required, including all fixtures, work surfaces, cupboards, doors, handles and hinges.	Full or major painting as per Council's Asset Management Program.
Personal hygiene services	Supply and on-going service fees.	No responsibility.
Pest control	<p>Control in respect to spider, wasp and rodent infestation.</p> <p>Notify Council of suspected termites or woodborer activity.</p> <p>Notify Council of snakes posing risk to public.</p>	<p>Control in respect to termite and woodborer infestation.</p> <p>Snake removal.</p>
Plumbing	<p>Replace and repair taps, washers, sinks, toilet fixtures and hand basins.</p> <p>Clearing of blocked waste pipes, pumping of septic tank systems.</p> <p>Provide Council with a Certificate of Compliance for works over \$600 completed by qualified plumber engaged by Committee of Management.</p>	<p>Repairs or renewal works required for drainage purposes, including sewerage, stormwater, water reticulation.</p> <p>Repair of gas pipes.</p>
Roof, skylight, spouting, downpipes and flashing	<p>Minor repairs to roof, sky lights, spouting and downpipes.</p> <p>Notify Council of defects.</p>	<p>Cleaning of roof guttering and downpipes.</p> <p>Major repairs and renewal as per Council's Asset Management Program.</p>
Security system (if installed)	Maintenance and servicing.	No responsibility.

Item	Committee of Management	Council
Signage	Maintain and install activity signs. Removal of graffiti.	Maintain and install Facility identification signs. Updating and replacement of statutory signage.
Smoke detectors (where installed)	Replacement of batteries and units. Maintenance as required.	Initial provision (if required).
Shade sails	Minor repairs and maintenance. Notify Council of any identified damage to shade sails and posts.	Replacement of shade sail and/or posts due to defects/and or at end of economic life as per Council's Asset Management Program.
Solar panels	Servicing and maintenance, as per manufacturer's requirements. Notify Council of any structural or mechanical faults.	Replacement of solar panels.
Telecommunication systems	All charges associated with installation and servicing.	No responsibility.
Timber flooring surfaces – halls and stadiums		
Walls and ceiling	Repair to all plaster, painting if due to damage/misuse.	Major repairs and/or replacement due to structural faults or at the end of its economic life as per Council's Asset Management Program.

GROUNDS MAINTENANCE

Item	Committee of Management	Council
Aerating and weed control of active Sportsgrounds – where the Committee of Management is responsible for Sportsground management and maintenance	Minimum twice each year.	No responsibility.
Aerating and weed control of active Sportsgrounds – where Mitchell Shire Council is responsible for Sportsground management and maintenance	No responsibility.	Twice each year.
Application of Wetting Agent/top dressing/verti draining for active Sportsgrounds – where the Committee of Management is responsible for Sportsground management and maintenance	As required.	No responsibility.
Application of Wetting Agent/top dressing/verti draining for active Sportsgrounds – where Mitchell Shire Council is responsible for Sportsground management and maintenance	No responsibility.	As required.
Car Parks, road pavement and pathways (sealed and unsealed)	<p>Notify Council of any maintenance items relating to car park and road pavement surfaces, car park lighting, footpaths, kerb and channel and access roads.</p> <p>Ensure car parks, road pavement surfaces, footpaths and kerb and channel are free of rubbish and leaf litter, drainage systems are free flowing.</p>	<p>All maintenance, repair and replacement of car parks surfaces, car park lighting, footpaths, kerb and channel and access roads.</p> <p>Repair/replacement of drainage systems.</p> <p>Traffic control and parking signage.</p> <p>Grading of unmade car parks and reserve roadways.</p>

Item	Committee of Management	Council
<p>Coaches Boxes/player shelters</p>	<p>Maintenance of coach’s boxes and player shelters. Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).</p>	<p>Repair and replace at end of economic life.</p>
<p>Cricket pitches – synthetic – where the Committee of Management is responsible for Sportsground management and maintenance</p>	<p>General maintenance of synthetic wicket surface. Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).</p>	<p>Provision of synthetic cricket pitches. Repair and replace due to structural fault and at end of economic life.</p>
<p>Cricket pitches – synthetic – where Mitchell Shire Council is responsible for Sportsground management and maintenance</p>	<p>No responsibility.</p>	<p>Provision of synthetic cricket pitches. General maintenance of synthetic wicket surface. Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through Council (entire cost of repairs). Repair and replace due to structural fault and at end of economic life.</p>

Item	Committee of Management	Council
Cricket pitches - turf – where the Committee of Management is responsible for Sportsground management and maintenance.	Cricket hirers are responsible for maintenance and preparation of turf tables and pitches. .	No responsibility.
Cricket pitches - turf – where Mitchell Shire Council is responsible for Sportsground management and maintenance.	No responsibility.	Cricket hirers are responsible for maintenance and preparation of turf tables and pitches. . No responsibility to Council.
Cricket practice nets/batting cages/fly fences	Maintenance and repair. Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).	Repair and replace due to structural fault and at end of economic life.
Established Garden Beds, Flowerbeds	Controlling weeds, watering, pruning, mulching and staking.	No responsibility.
Equestrian Menage	All maintenance, repairs and weeding.	Renewal/replacement at end of economic life.
General Fencing	Maintenance and repairs of boundary and internal fencing. Notify Council of damaged/deteriorated fencing.	Repair and replace due to structural fault and at end of economic life.

Item	Committee of Management	Council
Fencing around ovals	<p>Maintenance of oval fencing.</p> <p>Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).</p>	<p>Provision of post and rail or bollard fencing to a minimum standard suitable to restrict vehicle movement inside the reserve. Provision subject to Council approval and relevant Facility Requirements Guidelines.</p> <p>Repair and replace due to structural fault and at end of economic life.</p>
Fertilizer Application to Active Sportsgrounds - where the Committee of Management is responsible for their management and maintenance	As required - minimum twice each year.	No responsibility.
Fertilizer Application to Active Sportsgrounds - where Mitchell Shire Council is responsible for their management and maintenance	No responsibility.	As required - minimum twice each year.
Fire prevention	Undertake all fire prevention works to minimise fire risk (i.e keeping grounds/gardens free of debris/accumulated vegetation).	Inform and educate Committees of Management in relation to required fire prevention practices.
Fixed Barbeques	<p>Cleaning, maintenance and repair of any other fixed barbeque facilities that are not Council designated public, fixed barbecues.</p> <p>Seek Council's written approval for replacement.</p>	Cleaning, maintenance, repair and replacement of Council designated public, fixed barbecue facilities.

Item	Committee of Management	Council
Gates	<p>Maintenance and repair of gates.</p> <p>Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).</p>	<p>Replace due to structural fault and at end of economic life.</p>
Goal Posts	<p>Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).</p>	<p>Maintenance of goal posts.</p> <p>Replace at end of economic life.</p>
Grass Cutting of Sportsgrounds (including turf wickets) - where the Committee of Management is responsible for their management and maintenance	<p>Mowing of oval as required to maintain appropriate standard.</p>	<p>No responsibility.</p>
Grass Cutting of Sportsgrounds (including turf wickets)- where Mitchell Shire Council is responsible for their management and maintenance	<p>No responsibility.</p>	<p>Mowing of oval as required to maintain appropriate standard.</p>
Grass cutting of surrounds – where the Committee of Management is responsible for grass cutting of surrounds	<p>Grass cutting of surrounds as required.</p>	<p>No responsibility.</p>
Grass cutting of surrounds – where Mitchell Shire Council is responsible for grass cutting of surrounds	<p>No responsibility.</p>	<p>Grass cutting of surrounds as required.</p>

Item	Committee of Management	Council
Line Marking of Sportsground	<p>All line marking shall be the responsibility of users in accordance with the specified requirements.</p> <p>Boundary markings must be marked in accordance with the agreed guidelines of the association/competition in which the club/association competes.</p> <p>All line marking on oval will be completed using water based paint. The use of lime, salt, any weed killer (eg Glyphosate) or hot water is prohibited.</p> <p>Clubs, groups and contractors using prohibited substances will be held responsible for reinstatement costs associated with damage caused.</p>	No responsibility.
Netball and Tennis Courts	<p>Regular maintenance and cleaning of court surfaces.</p> <p>Notify Council of any damage to the courts, including cracks.</p>	Resurfacing, renewal and/or replacement of court surfaces and structures due to structural fault and/or at end of economic life.
Park/outdoor furniture	Maintenance and repair of all outdoor furniture (except for open space bins provided by Council).	Replace as per priorities of Council's Asset Management Program.
Play equipment	Notification to Council of any defects.	All maintenance, repairs and renewal/replacement.

Item	Committee of Management	Council
Scoreboards	<p>Maintenance and repairs of scoreboards.</p> <p>Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through the Committee of Management (entire cost of repairs).</p>	<p>Replacement due to structural fault and at end of economic life.</p>
Signage –Advertising and Sponsorship	<p>Responsible for ensuring that signage is maintained in a safe manner at all times.</p> <p>Removal and replacement of hazardous signage.</p>	<p>Conduct regular assessments of the reserve signage.</p> <p>Removal at the expense of the owner of hazardous signage and signage not approved by Council if users fail to remove the signage by the nominated time.</p>
Signage – Directional, Information and Statutory	<p>No responsibility.</p>	<p>Maintenance, repair and replacement of information, directional and statutory signage for the reserve, buildings and facilities.</p>

Item	Committee of Management	Council
<p>Sportsground Lighting and tower structures</p>	<p>Report to Council of any damage/faults.</p>	<p>Maintenance, repair and replacement of light globes, light fittings and tower structures.</p> <p>Damage caused as a result of misuse or vandalism by hirers (user clubs/associations including away teams during matches and competitions) will be the responsibility of the hirer, through Council (entire cost of repairs).</p> <p>Replacement due to structural fault and at end of economic life.</p>
<p>Sportsground sprinkler System – where the Committee of Management is responsible for Sportsground management and maintenance.</p>	<p>All repairs and maintenance.</p>	<p>No responsibility for repairs and maintenance.</p> <p>Replacement at end of economic life. Funding subject to Council’s Asset Management Program.</p>
<p>Sportsground sprinkler System – where Mitchell Shire Council is responsible for Sportsground management and maintenance.</p>	<p>No responsibility.</p>	<p>All repairs and maintenance.</p> <p>Replacement at end of economic life. Funding subject to Council’s Asset Management Program.</p>
<p>Sportsground pumps and storage tanks – where the Committee of Management is responsible for Sportsground management and maintenance.</p>	<p>Repairs and maintenance of pumps and tank fittings.</p> <p>Report to Council of any structural or mechanical faults.</p>	<p>Replacement due to structural, mechanical fault and/or at end of economic life. Funding subject to Council’s Asset Management Program.</p>

Item	Committee of Management	Council
<p>Sportsground pumps and storage tanks – where Mitchell Shire Council is responsible for Sportsground management and maintenance.</p>	<p>No responsibility.</p>	<p>All repairs and maintenance.</p> <p>Replacement due to structural, mechanical fault and/or at end of economic life. Funding subject to Council’s Asset Management Program.</p>
<p>Tree planting/Landscaping</p>	<p>Notification of dangerous trees to Council.</p> <p>Committees of Management to consult with Mitchell Shire Council and have written consent from Council prior to undertaking tree planting and/or landscaping or vegetation works.</p>	<p>Removal of dangerous trees.</p> <p>Inspections of trees.</p> <p>Planting and pruning/maintenance of trees.</p> <p>Mitchell Shire Council to consult with Committee of Management prior to undertaking any tree planting, tree removal and/or landscaping or vegetation works.</p>
<p>Waste Management</p>	<p>Coordination and payment of waste collection services for user group generated waste.</p> <p>Ensure that bins remain in the correct location for collection on the nominated day.</p>	<p>Provide litter collection service for Council installed bins located in public areas as per Council’s litter bin collection schedule.</p>
<p>Watering of Sportsground - where the Committee of Management is responsible for Sportsground management and maintenance.</p>	<p>Manage the irrigation requirements of the Sportsground surface.</p>	<p>No responsibility.</p>
<p>Watering of Sportsground - where Mitchell Shire Council is responsible for Sportsground management and maintenance.</p>	<p>No responsibility.</p>	<p>Manage the irrigation requirements of the Sportsground surface.</p>

Item	Committee of Management	Council
Watering of gardens and surrounds	Manage the watering requirements of the gardens and surrounding areas.	No responsibility.
Weed Control - general	The control of weeds throughout the Facility grounds, including paved areas, will be carried out to maintain quality and to eliminate undesirable weeds.	No responsibility.

SCHEDULE 3 UTILITIES

Item	Responsibility	
	Council	Committee
Contents Insurance (Councils assets)	Payment of Premium (annual inspection to include agreed list of Council assets)	<p>Payment of excess</p> <p>Payment of Insurance for Committee assets</p> <p>Committee is to ensure that approved users and hirers have their own contents insurance for goods and items left in or stored at the facility.</p>
Public Liability incorporating Products Liability Insurance; Personal Accident (Volunteers); Directors and Officers Liability	Council to arrange and pay for costs.	Ensure all users have their own Public Liability Insurance before use.
Rates - Land	No responsibility	Payment (where applicable)
Water / Sewerage charges	No responsibility	Payment of all accounts
Electricity	No responsibility	Payment of all accounts and associated charges
Gas	No responsibility	Payment of all accounts and associated charges
Telephone	No responsibility	Payment of all accounts and associated charges
Accounts	No responsibility	Payment of all accounts relating to the day to day general operations of the COM & facilities

SCHEDULE 4 COUNCIL FINANCIAL CONTRIBUTION / COUNCIL GRANT**Council financial contribution formula**

There are five key factors used to calculate Council's financial contribution:

Maintenance costs (M)

Utility costs (U) (50% water/20% electricity)

Insurance costs (I)

Reserve contributions (R)

Operational Grant (O)

$$M + U + I \text{ (Building only)} + R + O = \text{total Agreement contribution}$$

The formula for calculating Council's contribution is based on recognition of the parameters identified below.

Maintenance Costs

The allocation for maintenance is based on an estimate of the maintenance requirements at each recreation reserve or facility in order to maintain the area at an acceptable standard for the types and frequency of uses. In the case of reserve committees of management, the allocation is sufficient to allow both the playing oval and surrounds of the reserve to be maintained and ensure that the focus is **not only on the oval surface**. In general, recreation reserves are available to the general community and play an important role in providing passive recreation opportunities. The community derives great benefits from the provision of recreation reserves, this it is appropriate for Council to make a substantial contribution to their maintenance.

Recreation reserves and public halls are major community assets and it is considered appropriate for Council to contribute the full cost of maintain these areas to a basic standard. If user groups require a level of maintenance which is beyond the standard determined to be appropriate by Council, then they would be required to meet the additional costs involved.

Utility costs

User groups would be required to pay for all utility costs associated with the use of facilities. Council will contribute 50% pf the total water costs and 20% of the total electricity cost. 100% of gas costs will be incurred by the Committee of Management.

Insurance Costs

Council will arrange and pay for the costs of for the following insurances for the <Acronym> to an amount as determined by Council in consultation with the Committee of <Acronym> for approved activities:

- Public Liability incorporating Products Liability Insurance;

- Personal Accident (Volunteers);
- Directors and Officers Liability
- Contents for Council owned assets only

The Committee of <Acronym> is responsible for ensuring that only facility users who have provided the required insurances with their completed Council template required for seasonal users, regular users, or casual hires are given usage rights by <Acronym> to use the Facility.

Council, as the owner of most buildings located on recreation reserves, will cover the full cost of building insurance premiums. At present, the excess for claims under Council's building insurance is \$1,000. Committees of Management are required to meet the cost of:

- a) Damage up to \$1,000; and/or
- b) Payment of the \$1,000 excess

It is appropriate for Council as the owner of facilities to cover the full costs of building insurance as a means of protecting its assets and ensuring adequate cover is maintained.

Reserve Contributions

Council will make a contribution to the cost of top dressing, special repairs, building maintenance and reserve furniture at each reserve. The contribution formula comprises allocations of this:

- \$500 per season of use, per oval for top dressing and special repairs
- \$150 per season as a contribution to building maintenance
- \$150 per season as a contribution to park and reserve furniture, i.e. seating, bins, etc.

A season of use is 6 months, i.e. Football season or Cricket season.

Council's contribution to these components will allow reserve Committees to ensure that facilities remain in good condition. The allocations, in most cases, will not cover the full cost of the required works, but are considered an appropriate contribution for Council to make as a means of encouraging user groups to undertake preventative maintenance work on grounds and buildings.

Operational Grant

Once established, Committees of Management will have ongoing operational costs. It is appropriate for Council to meet a portion of these costs by allocating an annual operation grant to each Committee of Management. The **Grant*** component of the formula is a set amount of \$500 to assist with the general operational expenses that will be incurred by the Committee of Management, eg, Stationery, postage, meeting expenses, audit fees, advertising costs etc.

This will allow Committees to operate on a more 'professional' basis and ensure that the conditions contained in the Deed of Delegation in regard to meeting procedures, minute and agenda circulation, financial auditing, etc. are adhered to.

ANNEXURE 1 FACILITY PLAN

ANNEXURE 2 COUNCIL ASSETS AT THE FACILITY