

Section 355 Committee Operational Manual

2020



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Section 1 – INTRODUCTION AND CONTACTS

1.1. COUNCIL CONTACTS

1.1.1 Place Managers and Section 355 Coordinators

Council has a number of Section 355 Committees with a delegated function to manage facilities or deliver unique functions. The Place Management Team oversees the operations and functions of the Section 355 Committees across the Tamworth Regional Council Local Government Area. Each individual Section 355 Committee has a Section 355 Committee Coordinator allocated to assist them with delivery of the delegated function.

Council's Place Management Team may be contacted by phone 02 6767 5555 between the hours of 9am to 4pm Monday to Friday or email trc@tamworth.nsw.gov.au

1.1.2 Website

Please refer to the website www.tamworth.nsw.gov.au/s355 for:

- Overview of Section 355 Committees;
- Section 355 Committee Operational Manual;
- Section 355 Committee Meeting Minutes and Agendas;
- Community Events;
- Section 355 Community Newsletters; and
- Section 355 Committee commonly used forms.

1.1.3 After Hours

Contact can be made with the Council's After Hours Emergency phone number 02 6767 5555 which is a 24 hour service.

Please note that the After Hours Call-Out facility should only be used for emergency situations. All other contact should be made during normal business hours.

1.2. TERMS OF REFERENCE

Under Section 355 and 377 of the Local Government Act 1993, Council is able to delegate some of its functions to a Committee of Council. Council uses this delegation and appoints community people to manage facilities or functions through a Section 355 (S355) Committee.

Council encourages community participation in a number of its functions. The aim of the Committee should be to accurately reflect both the present and future needs of the facility or function they represent.

Councillors and staff at their discretion may attend meetings of a Section 355 Committee to enable them to gauge the areas of concern of the community and assist in prioritising any proposals for improvement, growth and development plans of the area of responsibility of the Committee.

Section 2 –

ROLES AND RESPONSIBILITIES

2.1 ROLES AND RESPONSIBILITIES OF SECTION 355 COMMITTEES

Council at its discretion may appoint a community Committee under Section 355 and Section 377 of the *Local Government Act 1993*.

Community Committee are representative of the local community or interest group of the facility or function, which the Committee manages. Volunteers over 90 years and under 10 years of age are not covered under Council's volunteer insurance.

The Executive of the Section 355 Committee will consist of a:

- Chairperson;
- Deputy Chairperson;
- Secretary; and
- Treasurer.
- A deputy Chairperson and a Treasurer are optional depending on the Committee's needs. The Committee may also merge positions subject to Council approval.

Council, Committee members and volunteers all have individual roles and responsibilities. Full details of the Committee executive roles and responsibilities can be viewed at [Appendix 2a](#)

Legally, the Committee is a representative of Council and Any action which the Committee undertakes is Council's responsibility. Council delegates its authority to the Committee to act on Council's behalf.

Council may dissolve a Committee at any time if that Committee is not complying with its roles and responsibilities. All assets and funds of the Committee will, after payment of all expenses and liabilities, be handed over to Council.

At the end of the section to assist you further there are details on:

- Formation of a Community Committee
- Community Committee membership
- Election of office bearers
- Dissolution of a Community Committee
- Vacation of office
- The Roles and responsibilities of Council and Committees
- Environmental sustainability
- Contributions and ownership
- Legal Framework and Code of Conduct

2.2. APPOINTMENT AND ELECTION

2.2.1. Formation of a Community Committee

- (a) The formation and appointment of Committees is at the discretion of Council. Committees are appointed and reappointed in accordance with the provisions of Section 355 and Section 377 of the *Local Government Act 1993*.
- (b) Council aims to form Committees that are representative of the local community or interest group of the facility or function, which the Committee manages.
- (c) Council, at its discretion, will choose to hold either a public Inaugural Meeting or call for Expressions of Interest from the community to gain membership for a new Committee.
- (d) Council must appoint new members before being able to vote or take part in the meetings of the Committee.
- (e) Committees are formally appointed by the Councillors in office, therefore after the General Election of Council, all Committee members will cease to hold office unless otherwise reappointed by Council.
- (f) All nominations as members of a Committee are required to be formally submitted in writing to Council for appointment. Noting the recommendation in the Committee minutes and forwarding the minutes to Council will satisfy this requirement.

2.2.2. Community Committee Membership

- (a) A Committee will comprise those people appointed to it by Council. Membership is on a four year term of Council. Members may stand for re-election.
- (b) **Committee membership will not number less than four including office bearers.** There is no limit on the number of members a Committee can have.
- (c) Whilst no particular qualifications are necessary, a positive commitment to the activities of the Committee and a willingness to be actively involved in Committee issues is essential.
- (d) **Members of Committees are volunteers and therefore do not receive payment for their involvement or pecuniary benefit.** The Committee may by resolution reimburse the Bookings Officer or Secretary for phone calls, printing and stationery in relation to the hire of the facility. No other payment is to be made to Committee members without the prior written approval of Council.
- (e) The executive will advise new members that this manual is available on the internet at <https://www.tamworth.nsw.gov.au/about/the-council/groups-and-committees/committee-overview-and-process-s355> and contains the information they need to effectively perform the roles and functions of the Committee.
- (f) To hold office and be responsible for the management of a council facility or function, all Committee members must be appointed by Council.
- (g) Council must appoint new members before being able to vote or take part in meetings of the Committee, **however**, if the minutes of the meeting do not reach Council in sufficient time to be presented at the next Council Meeting, new members will be given discretion to vote at the next ordinary meeting of the Committee.
- (h) If Council rejects the Committee's recommendation on a new member, the Committee will need to review all decisions that the person had voted on prior to the recommendation.

SECTION 2 ROLES AND RESPONSIBILITIES

- (i) To become a member of a Committee the individual may either write to the Committee requesting to become a member or attend an Ordinary Meeting and request membership.
- (j) It is expected that a member would serve a minimum of one year.
- (k) Tamworth Regional Council reserves the right to appoint a Council representative to each Committee with full voting rights.
- (l) Community representatives nominated for the Committee are not required to be citizens of the Tamworth Regional Council (TRC) area.
- (m) Committee membership should reflect the community organisations which use the facility and must be open to representatives of user groups and interested community members. Equal representation of two members from each user group is recommended.

2.2.3. Election of Office Bearers

- (a) The Committee must, from its own members, elect an executive of the Committee:
 - Chairperson;
 - Deputy Chairperson;
 - Secretary; and
 - Treasurer.
 - A Deputy Chairperson and a Treasurer are optional depending on the Committees needs.
- (b) Executive positions may be held by an individual for a maximum of two years, unless otherwise approved by Council.
- (c) Executive positions must be held by individuals 18 years or over.
- (d) At the discretion of the Council, executive positions may be combined.
- (e) The committee may, at its discretion, elect or appoint additional positions from among its members such as:
 - Assistant Secretary/Treasurer;
 - Publicity Officer; or
 - other positions as deemed necessary.
- (f) A maximum of two relatives of any one family can be office bearers on the same Committee at the same time.
 - i. Only one of those office bearers in (f) is to sign cheques on behalf of the Committee at the same time.
 - ii. This means that relatives of the same family can be appointed to the same Committee simultaneously but only two can be office bearers, and only one can sign cheques during the time they are members.
- (g) All Community Committees are required to advise Council of the details of the persons who are authorised signatories of the Committee's bank account.
- (h) **Volunteers over 90 years and under 10 years of age are not covered under Council's volunteer insurance.**

2.2.4. Dissolution of Community Committee

- (a) Council may dissolve a Committee at any time if that Committee is not complying with its roles and responsibilities.
- (b) The Committee can also be dissolved by a vote of 75% of members entitled to vote present at an Ordinary or Extraordinary Meeting convened to consider this option.
- (c) Upon a resolution being passed in accordance with clause (b) and confirmation by Council, all assets and funds of the Committee will, after payment of all expenses and liabilities, be handed over to Council.

2.2.5. Vacation of Office

- (a) A person will cease to be a member of a Committee if the member resigns from office by notification in writing to the Committee and Council. Notation in the minutes forwarded to Council is acceptable.
- (b) The Committee can **recommend the removal of members who are absent for more than three Meetings without leave of absence** through the following procedure:
 - Inform the individual in writing of the lapse of membership and impending removal. The Committee must then allow a two week period for a response from the member to indicate any interest to continue as a member.
 - Should no response be received, the Committee can then vote to remove the member at the next Ordinary Meeting and verify outgoing correspondence in the minutes of meeting.
 - Removal of membership must be noted by the Secretary in the Minutes of the Committee meeting to be forwarded to Council, failure of the Committee to do this may result in those members being able to vote at AGM's and Ordinary Meetings. Council has the right to refuse the recommendation.
- (c) Council reserves the right to pass a resolution to remove a member from the Committee at any time.
- (d) Should a member fail to disclose any pecuniary interest in any matter with which the Committee is concerned and takes part in the consideration, discussion or votes on any question relating to the matter they may be removed from the Committee at the discretion of Council. For the purposes of this provision "pecuniary interest" has the same meaning given to that term in Section 442 of the *Local Government Act 1993*.
- (e) If the member was a representative from a user group, upon receipt of the resignation the Committee members will call for nominations from the user group with which the member was affiliated and refer this nomination to Council for concurrence.

2.3. RESPONSIBILITIES OF COUNCIL AND COMMITTEES

Council sets out the delegation of the Committee in a resolution of Council. This resolution sets out the specific function delegated by Council. Refer to Council's website <https://www.tamworth.nsw.gov.au/about/the-council/groups-and-committees/committee-overview-and-process-s355> for current functions.

2.3.1. Responsibilities of Council

(a) Funding Major Improvements

Council shall be responsible for the funding and erection of all major improvement works in the facility, in accordance with the adopted Annual Operational Plan **and availability of funds**. **The Committee must provide to Council annually a Committee approved Strategic Plan**. The template can be found on the website <https://www.tamworth.nsw.gov.au/about/the-council/groups-and-committees/committee-overview-and-process-s355>

(b) Maintenance Responsibilities

Council shall be responsible for maintenance works of the facility as set out in **Appendix 2c**

(c) Insurance of Assets

Council shall fully insure all Council owned buildings, fixtures and fittings. Any contents, assets or fixtures that are not Council owned are not covered by Council's insurance. **The Committee must provide to Council annually a list of all assets - known as the Register of Assets**. The Committee Asset Inventory template can be found on the website <https://www.tamworth.nsw.gov.au/about/the-council/groups-and-committees/committee-overview-and-process-s355>

(d) Insurance of Committee Members

Council shall insure the Committee in respect of Public Liability, Professional Indemnity and Volunteers Insurance/Workers Compensation.

(e) Notification of Fees and Charges

Council shall notify the Committee of any proposed variation of hire fees recommended for the ensuing year following the Annual General Meeting.

(f) Improvement Recommendations

Council shall consider with its annual budget process all improvements suggested by the Committee, as per the Committee Strategic Plan.

(g) Training of Committees

Training to advise members and the Executive of the Committee of the requirements of their positions will be arranged and conducted by Council, where appropriate or requested by the Committee.

2.3.2. Responsibilities of Community Committees

(a) Responsibilities

The Committee will be responsible for the **care, control and management** of the facility, including hiring, cleaning, maintenance, minor repairs and operations and the purchase of furniture and fittings up to the value of \$5,000 in any one purchase. The Committee is empowered to use sums for expenditure as is necessary from amounts received from fees and charges to meet costs resulting from the delegated function, to the satisfaction of Council. Refer **Appendix 2c**

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(b) Care includes

- Duty of care to ensure the health, safety and welfare of persons using the facility or participating in a function of the Committee;
- Maintaining the facility and protecting the physical assets from damage, misuse and deterioration, including testing and tagging of electrical equipment as required;
- Ensuring the security of the facility and that adequate security systems are in place;
- Advising Council of any potential insurance risks that may arise in regard to the facilities and users;
- Attaining sufficient funds to maintain the facility as a going concern;
- Ensuring sufficient and equitable access of the facility by the community; and
- Ensure that all users of the facility conform to the insurance requirements as set out in this manual.

(c) Control includes

- Holding regular meetings with recorded minutes;
- Monitoring and maintaining financial records;
- Submitting an annual report and all records for an annual audit;
- Submitting financial reports in accordance with GST requirements;
- Recommending hire fee structures for determination by Council;
- Administering and overseeing the use of facilities by other groups;
- Clearly defining the role of Officer Bearers and Committee members;
- Submit an estimate of income and expenditure for the period 1 July to 30 June;
- Submit a current list of all assets belonging to the Committee (not User Groups) for inclusion in Council's Insurance Policy, by 31 January each year;
- Submit a current list of all Committee members including the address, email and phone number using **Appendix 2d** "Notification of Change of Executive and Committee Members" to Council immediately following nominations of the Committee and where there are changes; and
- Submitting Officer Bearers and current Committee members names to Council following the Annual General Meeting.

(d) Management includes

- Ensuring that all monies received will be used for the benefit of the facility in an equitable, honest and consistent manner;
- Ensuring that the organisation is not used for the financial gain of individual members;
- Ensuring that all written material provided to potential hirers or used to promote the facility or program acknowledges the Committee's status as a Section 355 Committee of Tamworth Regional Council;
- Ensuring that the standard hire forms and terms and conditions are used as per **Appendix 2e**
- Being aware of, and involved in, appropriate community activities which are compatible with the goals of the facility;

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- Developing and updating the Committee Strategic Plan;
- Recommending policies and procedures, which contribute, to the effective management of the facility; and
- Being accountable to the community and the Council for the Committee's actions and initiatives in respect of the facility.

(e) Limitations of powers

The Committee **may not** make decisions concerning the following:

- Fixing of charges or fees (the Committee may submit recommendations for approval to Council in relation to the fixing of charges and fees for the use of the facility under its control);
- Borrowing any monies without the express written consent of Council on each such occasion;
- The sale, lease or surrender of any land or other property vested in its care under the provision of the *Local Government Act 1993* (as amended);
- The acceptance of tenders which are required to be called by Council;
- A decision under Section 356 of the *Local Government Act 1993* to contribute or donate money to individuals or organisations, unless prior approval has been granted from Council;
- Formation of submissions to government policies or implementation of policies without the prior written consent of Council;
- The carrying out of any works on or to the facility including alterations, reconstruction or construction without the prior written consent of Council (this does not include minor maintenance work). No reimbursements will be made by Council without prior written consent;
- No payment is to be made to Committee members or volunteers without the prior written approval from Council;
- Unreasonably withholding consent for the hiring of the facility to any organisations which agreed to comply with and adhere to the rules adopted for the use of the facility, providing the acceptable hiring period is available; and
- The exercise by the Committee of its powers and functions will be subject to such limitations and conditions as may from time to time be imposed by law, specified by resolution of Council, or in writing by Council staff to the Committee. The Committee will observe any rules and regulations determined by Council, in relation to the facility/function under its management and control.

If at any time the Committee is deemed to be functioning outside the limits of its delegated function as described herein, all powers may be revoked by written notice to the Committee signed by the General Manager or the General Manager's representative.

2.3.3. Contributions and Ownership

Sporting or community groups contributing items for the permanent improvement of the facility will be informed by the Committee that such a contribution will become the property of Council and will not be for that group's exclusive use.

Any items provided and funds raised by the Committees are the property of Council, however, Council will ensure where possible these items and funds will be put into the development of the Committee's facility.

2.4. LEGAL FRAMEWORK AND CODE OF CONDUCT

2.4.1. Legal Issues

It is important for Section 355 Committees of Council to be aware that they are in fact acting on Council's behalf. **Legally, the Committee is a representative of Council and any action which the Committee undertakes is Council's responsibility. Council delegates its authority to the Committee to act on Council's behalf.**

Records of your Committee:

- Documents should be kept for at least seven years. They should be given to the Council to be archived.
- Minutes have a legal status and are liable for subpoena in court cases. Minutes must record all motions and amendments put to the meeting, and the results. The Chairperson and the Secretary are responsible for all meeting minutes to be confirmed, ensuring that there have been no unauthorised alterations to the minutes. **The motion to confirm the minutes can only be moved and seconded by a person in attendance at that meeting to which the minutes relate.**

2.4.2. Code of Conduct

Council has an adopted Code of Conduct available on Council's website <https://www.tamworth.nsw.gov.au/about/policies-plans-and-regulations/general-policy-register>. Every Council volunteer needs to be aware of this Code and how it applies to them.

The Code of Conduct sets minimum standards of behaviour for Council officials and applies to Councillors, staff and volunteers. The Code of Conduct covers:

- general conduct;
- fairness and equity;
- development decisions;
- other business or employment;
- conflict of interests;
- personal benefits/gifts;
- improper and undue influence;
- relationships between council officials;
- access and use of information and council resources;
- confidential and personal information; and
- maintaining the integrity of the Code.

You **must not** conduct yourself, in carrying out your functions, in a manner that is likely to bring the Council or Councillors into disrepute. You must **not** act in a way that:

- contravenes the *Local Government Act 1993*, associated regulations, Council's relevant administrative requirements and policies;
- is detrimental to the pursuit of the Charter of Council;
- is improper or unethical;
- is an abuse of power or otherwise amounts to misconduct;
- causes, compromises or involves intimidation, harassment or verbal abuse;
- causes, compromises or involves discrimination, disadvantage or adverse treatment in relation to employment; and

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- causes, compromises or involves prejudice in the provision of a service to the community.

You **must**:

- consider all issues consistently, promptly, fairly and in a non-discriminatory manner;
- treat others with respect at all times;
- take all relevant facts known to you, or that you should be reasonably aware of, into consideration and have regard to the particular merits of each case. You must not take irrelevant matters or circumstances into consideration when making decisions.

Breaches of the Code of Conduct must be reported to the General Manager, in writing. Reports regarding the General Manager are to be made to the Mayor, in writing. Allegations of suspected breaches must not be made to Councillors, at Council Meetings or in public forums.

2.4.3. Confidential Information

In regard to information obtained in your capacity as a volunteer of Council, you must:

- only access Council information needed for Committee business;
- not use that information for private purposes;
- not seek or obtain, either directly or indirectly, any financial benefit or other improper advantage for yourself, or any other person or body;
- only release information in accordance with established policies and procedures in compliance with relevant legislation;
- protect confidential information;
- only release confidential information if you have the authority to do so;
- only use confidential information for the purpose it was intended;
- not use confidential information with the intention to cause harm or detriment to Council or any other person; and
- not disclose any information discussed during a confidential session of a Committee Meeting.

When dealing with personal information you must comply with:

- the *Privacy and Personal Information Protection Act 1998*;
- the *Health Records and Information Privacy Act 2002*;
- the Information Protection Principles and Health Privacy Principles;
- Council's Privacy Management Plan; and
- the Privacy Code of Practice for Local Government.

2.4.4. Pecuniary and Non Pecuniary Conflicts of Interests

A conflict of interest exists where:

- you could be influenced; or
- a reasonable and informed person would perceive that you could be influenced by a personal interest when carrying out your volunteer duty.

You **must**:

- be aware of conflicts of interest, whether real or perceived.
- you should be aware of circumstances where possible conflicts of interest may arise and must declare the conflict to your Committee Coordinator.

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You **must not**:

- use your position to gain profit or advantage.

A **Pecuniary Conflict of Interest** involves a financial gain or loss (by yourself or a close friend or relative).

Non Pecuniary Conflicts of Interest are private or personal interests resulting from relationships or associations with sporting or social clubs. Depending on how close the relationship is would determine whether it is a Significant or Non-Significant Non Pecuniary Conflict or Interest.

Any conflict of interest must be managed to uphold the probity of Council decision-making.

Think about how others would view your situation. Even if the conflict is not significant, you must disclose a non-pecuniary interest that conflicts with your public duty fully and in writing. A disclosure should be made at a Committee Meeting, both the disclosure and the nature of the interest must be recorded in the minutes. This disclosure constitutes disclosure in writing.

A non-pecuniary conflict of interest will be significant where a matter does not raise a pecuniary interest but it involves:

- (a) a relationship between a Council official, volunteer or another person that is particularly close, for example; parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the person's spouse, current or former spouse or partner, de facto or other person living in the same household;
- (b) other relationships that are particularly close, such as friendships and business relationships. Closeness is defined by the nature of the friendship or business relationship, the frequency of contact and the duration of the friendship or relationship; and/or
- (c) an affiliation between the Committee member and an organisation, sporting body, club, corporation or association that is particularly strong.

If you have disclosed that a significant non-pecuniary conflict of interest exists, you must manage it in one of two ways:

- (a) remove the source of the conflict, by relinquishing or divesting the interest that creates the conflict, or reallocating the conflicting duties to another volunteer; or
- (b) have no involvement in the matter, by absenting yourself from and not taking part in any debate or voting on the issue.

If you determine that a non-pecuniary conflict of interest is less than significant and does not require further action, you must provide an explanation of why you consider that the conflict does not require further action in the circumstances.

The decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with your Committee Coordinator.

2.4.5. Personal Benefit

If you deal with Council in a personal capacity you must not expect or request preferential treatment in relation to the matter and avoid any action that could lead members of the public to believe that you are seeking preferential treatment.

2.4.6. Acceptance of Gifts/Benefits

You may accept small gifts from users of their services as appreciation of a job well done e.g. chocolates and flowers, however, the gifts must not create a sense of obligation and there must not be any improper and undue influence involved in the gift.

Gifts must not be accepted when they are more substantial in nature or contain cash or cash like items such as credit cards, gift vouchers or gift cards.

You **must** take all reasonable steps to ensure that your immediate family members do not receive gifts or benefits that give rise to the appearance of being an attempt to secure favourable treatment. Immediate family members ordinarily include parents, spouses, children and siblings.

You **must not**:

- (a) seek or accept a bribe or other improper inducement;
- (b) seek gifts or benefits of any kind;
- (c) accept any gift or benefit that may create a sense of obligation on your part or may be perceived to be intended or likely to influence you in carrying out your volunteer duty;
- (d) accept any gift or benefit of more than token value; or
- (e) accept an offer of cash or a cash-like gift, regardless of the amount.

Where you receive a gift or benefit of more than token value that cannot reasonably be refused or returned, this must be disclosed promptly to your Coordinator. The Coordinator must ensure that any gifts or benefits of more than token value that are received are recorded in a Gifts Register. The gift or benefit must be surrendered to Council, unless the nature of the gift or benefit makes this impractical.

2.4.7. Use of Council Resources

You **must**:

- use Council resources ethically, effectively, efficiently and carefully in the course of your volunteer duties and must not use for your own purposes; and
- be scrupulous in your use of Council property and ensure they are not misused.

You **must not**:

- convert any property of the Council to your own; or
- use Council's computer resources to search for, access, download or communicate any material of an offensive, obscene, pornographic, threatening, abusive or defamatory nature.

2.4.8. Interaction Between Staff/Volunteers and Councillors

Councillors and volunteers must interact in an appropriate manner. Councillors must not seek to direct, influence or interfere with staff or volunteers in the performance of their duties. Inappropriate interactions are a breach of the Code and include:

- (a) Councillors approaching staff/volunteers and staff/volunteer organisations to discuss individual and operational staff/volunteer matters other than broader workforce policy issues;
- (b) Council staff/volunteers approaching Councillors to discuss individual and operational staff/volunteer matters other than broader workforce policy issues;
- (c) Council staff/volunteers refusing to give information that is available to other Councillors to a particular Councillor;
- (d) Councillors being overbearing or threatening to Council staff/volunteers;

- (e) Councillors making personal attacks on Council staff/volunteers in a public forum; and
- (f) Councillors directing or pressuring staff/volunteers in the performance of their work, or recommendations they should make.

2.4.9. Obligations of Volunteers

The General Manager is responsible for the efficient and effective operation of the Council's organisation and for ensuring the implementation of the decisions of the Council without delay.

Volunteers of Council **must**:

- (a) give their attention to the business of their Committee while on duty;
- (b) ensure that their work is carried out efficiently, economically and effectively;
- (c) carry out lawful directions given by any person having authority to give such directions; and
- (d) give effect to the lawful decisions, policies, and procedures of Council, whether or not the volunteer agrees with or approves of them.

2.4.10. Obligations During Meetings

You **must** act in accordance with Council's Code of Meeting Practice and the *Local Government (General) Regulation 2005* during Committee Meetings and show respect to the Chairperson, other Council officials and any members of the public present during Committee Meetings. The Code of Meeting Practice may be viewed on Council's website.

2.4.11. Maintain Integrity of the Code of Meeting Practice

You **must not**:

- conduct yourself in a manner that is likely to undermine confidence in the integrity of the Code or its administration;
- make a complaint or cause a complaint to be made under the Code for an improper purpose. A complaint is made for an improper purpose where it is trivial, frivolous, vexatious or not made in good faith, or where it otherwise lacks merit;
- take detrimental action or cause detrimental action to be taken against a person in reprisal for a complaint they have made under the Code or for a function exercised under the Code.

Responsibilities of the Chairperson

The Chairperson generally has the following specific duties which make up the major part of their responsibility:

Before a meeting

- Prepares the agenda (in consultation with the Secretary or members, or can delegate this role to the Secretary), setting out the items of business to be considered.
- Ensures meeting is properly convened in accordance with the Code of Meeting Practice, i.e. proper notice of a meeting is given and a quorum is present.

During the meeting

- Opens the meeting, welcomes and introduce members and guests.
- The Mayor has the right to take the chair at any meeting he/she attends and this offer should be extended by the Chair at the beginning of the meeting.
- Reads/Tables Risk Management Awareness Statement at the commencement of the meeting.
- Keeps individuals and the meeting focussed on the topics being discussed and encourages all members to participate, ensuring adequate opportunity is given to members who wish to speak.
- Ensures correct meeting procedures are followed, as per the Code of Meeting Practice, and control of the meeting is maintained, keeping track of time (or delegates someone to do this).
- Makes sure members are aware of decisions being made and that the minute taker has recorded decisions of the meeting.
- Acts impartially and uses discretionary powers in the best interests of members and in accordance with the agreed standing orders, i.e. method of conducting meetings, and ensures all statutory regulations and organisation's rules are observed.
- Closes meeting after business at hand has been properly concluded.

The Chairperson needs to be aware of certain issues and procedures and the importance of establishing and maintaining a working relationship with Council. Particularly in regard to Government funding, Risk Management, Council's budget, including Council and community involvement and requirements.

The Chairperson acts as the Risk Management Induction Officer for the Committee. This includes ensuring that Committee members are aware of and understand how to implement Council's Risk Management requirements. This includes, but is not limited to, making available a copy of the Section 355 Committee Operational Manual, presentation of Risk Assessment procedures and ensuring Sign on/Sign off sheets are used for all activities, including meetings by the Committee.

The Chairperson is responsible for providing assistance to all members of the Community Committee and ensuring that they fulfil their respective roles. **The Chairperson is the 'spokesperson' for the Committee.**

Responsibilities of the Secretary

The Secretary generally has the following specific duties which make up the major part of their responsibility:

Before a meeting

- Draws up the agenda (in consultation with the Chairperson);
- Makes copies of the agenda if required; and
- Ensures agenda is forwarded to Council for inclusion on Council's Website **at least one week prior to the meeting.**

During the meeting

- Takes minutes;
- Reads minutes of previous meeting if necessary;
- Provides a list of correspondence in order and summarises any important points; and
- Records any motions and/or decisions of the meeting including, mover and seconder.

After the meeting

- Forwards minutes of meeting to Council for Council approval and inclusion on Council's Website as soon as practicable;
- Keep a register of inward and outward correspondence;
- Forward copies of all correspondence to Council; and
- In between meetings, inform Committee members of any correspondence requiring urgent attention.

Responsibilities of the Booking Officer

The Booking Officer generally has the following specific duties which make up the major part of their responsibility:

- Taking enquiries – pencil in bookings, send out hire agreement forms and conditions of use. After receiving confirmation of hire, finalise booking;
- Advises Committee of user groups and bookings and raises any concerns or issues;
- Issues receipts to users for bond and hiring fees and issues keys;
- Advises the cleaner each time a casual booking is made (inspection by cleaner next morning);
- Recommends refund of bond after consultation with cleaner;
- Gives any money to the Treasurer for banking;
- Meets with the Treasurer to confirm usage of the facility before accounts are sent; and
- Payments for casual hire, including bonds, should be recovered and banked at least two weeks before the function (time enough to have the cheque cleared by bank).

Responsibilities of the Treasurer

The Treasurer generally has the following specific duties which make up the major part of their responsibility:

Primary Function:

To take responsibility for the financial management of the Community Facility and 355 Committee.

Responsibilities:

- To ensure that all financial records of the Committee are kept in a proper manner.
- To prepare and present monthly reports to the Community Committee.
- To prepare and bring to audit all financial records of the 355 Committee.
- To prepare and present proposed annual budget to the 355 Committee.

Duties:

- Keeping financial records for all incoming and outgoing transaction.
- Banking all monies received by the committee in an approved bank account.
- Present to each Committee meeting a current financial statement.
- Present to each Committee meeting all invoices received on behalf of the Committee and follow up on payments of invoices.
- Prepare and submit the financial books of the Committee to Council annually by 31 August.

Treasurer's Checklist:

- Be prepared: have available an accurate and up to date statement of the Committee's financial position.
- Move the financial report be accepted and that the amounts for the payment be passed.
- Explain the financial statement in lay terms and ensure that all Committee members understand.
- Be Assertive.
- Present a forward budget.
- Ensure that the Committee understands the implications of proposed expenditure.
- Set limits.

Responsibilities of Committee Members

Committee members' role is important and ensures the democratic process is followed.

Members' responsibilities are:

- Attend most committee meetings.
- Participate in meetings – this involves:
 - Being on time
 - Sticking to the agenda
 - Contributing to the discussion where appropriate
 - Being objective, listening to others' views
 - Volunteering to do some of the necessary tasks required
 - Support the office bearers in carrying out their jobs.
 - Follow Council's Code of Conduct, Policies, Procedures and instructions.
 - Assist in organising the Annual General Meeting.
 - Attend and participate in any planning days that may be held.
 - Make sure the facility is being maintained and run smoothly.

Any Committee member who acts outside the delegated function of the Committee, who acts in a way that contravenes Council's Risk Management policy and/or Council's Code of Conduct or who behaves in a manner that is found to be contrary to the expectations of Council will be subject to the same disciplinary action as any employee (volunteer) of Council. A summary of this process follows:



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Building and Recreation Reserve Maintenance Responsibilities

Introduction

The day to day operation of a number of Council's buildings and recreation reserves are under the care and control of S355 Committees. The appended list of maintenance and repair tasks shows those tasks for which the S355 Committee is responsible and those for which Council is responsible.

Initiating Maintenance and Repair Work

S355 Committee maintenance and repair work may be undertaken by the Committee without reference to Council. All other maintenance and repair work should be referred to your S355 Coordinator.

Specific Maintenance Works and Capital Improvement Works

In addition to the items listed on the following *Appendix* the Committee may choose to request Council to consider funding non-routine items, e.g. new power outlets, addition to or structural change to the existing infrastructure such as pergolas/verandahs etc. Council will evaluate the request based on necessity and available funding at the time of the request. **The request may be included in a future budget allocation not necessarily the current year.** Note: that not all requests may be funded by Council. Committee requests should be directed to your S355 Coordinator.

Routine Inspections

The Committee will undertake a general inspection of buildings and recreation reserves under its care and control at six (6) month intervals. Sport and Recreation field inspections will be undertaken at a time determined by the Asset Manager. An inspection of buildings by Council's Assets Division will be conducted annually.

Note:

1. S355 Committees are responsible for the maintenance and repair of all fittings and consumables and for accidental **breakages**.
2. In the instance of **graffiti**, please take a photo of the "tag" and forward to your S355 Coordinator for logging. This will assist Council in its graffiti eradication project.
3. Council's relevant Standard Work Practice (SWP) should be followed when carrying out each maintenance procedure. Please contact your S355 Coordinator to confirm the relevant procedure.

The following table contains the split in buildings and recreation reserve maintenance responsibilities:

DESCRIPTION	RESPONSIBILITY
Additional electrical services and circuit upgrade - By a qualified electrical contractor	S355
All tap washers and toilet cistern washers	S355
Carpet cleaning	S355
Cleaning leaf matter (ground only)	S355
Ceiling fan Cleaning	S355
Damage to internal structure and fittings, including windows – break and enter only	Council – through Insurance. Excess is \$25,000 payable by the S355 Committee
General housekeeping	S355
Internal walls and ceiling cleaning	S355
Maintenance of scheduled lawns and gardens	S355
Marking and remarking of sports courts	S355
Removal of internal graffiti	S355
Repair and replacement of tennis court net	S355
Repair of sports court surface	S355
Repair of tennis court surface	S355
Replacement of stove components and oven elements	S355
Window cleaning (internal and external)	S355

DESCRIPTION	RESPONSIBILITY
Building and Sporting Field - light bulbs/tubes (indoor and outdoor)	Council
Damage to internal structure and fittings, including windows – break and enter only	Council – through Insurance. Excess is \$25,000 payable by the S355 Committee
Exterior and internal painting	Council
Exterior paving	Council
Maintenance of air conditioning and heating systems	Council
Maintenance of door knobs, locks and fittings	Council
Maintenance of emergency exit doors	Council
Maintenance of fire extinguishers	Council
Maintenance of toilet hygiene facilities	Council
Removal of external graffiti	Council
Replacement of floor coverings	Council
Replacement of light fittings, switches and power outlets	Council
Replacement of stove	Council
Repair and replacement of boundary fences	Council
Repair and replacement of hot water system	Council
Repair, clean and replacement of roofing, gutters and downpipes	Council
Repair electrical service and circuits	Council
Resurfacing sports courts	Council
Water, sewerage and stormwater services	Council
Window and door assemblies	Council

See notes on previous page

Appendix 2d

	Contact Details: Postal Address: PO Box 555, Tamworth 2340 Telephone: (02) 6767 5555 Email: trc@tamworth.nsw.gov.au	Office Locations: 27 Alice Street, Baraba 210 Manila Street, Manila Jenkins Street, Nundle 437 Peel Street, Tamworth
Notification of Change of Executive and Committee Members		
(To be included with minutes of AGM)		
SECTION 355 COMMITTEE		
Committee Postal Address:		
Committee Email Address:		
EXECUTIVE		
Information about your committee is included on Tamworth Regional Council's website www.tamworth.nsw.gov.au . Please indicate by marking Yes or No whether you approve details to be accessible to the public and published on the website and other publications. Booking Officer details are required to be on the website)		
Chairperson:		
Address:		Yes No
Phone:		Yes No
Mobile:		Yes No
Email:		Yes No
Deputy Chairperson:		
Address:		Yes No
Phone:		Yes No
Mobile:		Yes No
Email:		Yes No
Secretary:		
Address:		Yes No
Phone:		Yes No
Mobile:		Yes No
Email:		Yes No
Treasurer:		
Address:		Yes No
Phone:		Yes No
Mobile:		Yes No
Email:		Yes No
Booking Officer:		
Address:		Yes No
Phone:		Yes No
Mobile:		Yes No
Email:		Yes No
Other Position:		
Address:		Yes No
Phone:		Yes No
Mobile:		Yes No
Email:		Yes No

* Volunteers over 90 years and under 10 years of age are not covered under Council's volunteer insurance.

Privacy Statement: Any personal information you have supplied to or is collected by the Council will only be stored and processed by the Council for lawful purposes directly related to the functions and activities of the Council. Any personal information supplied will only be disclosed to a third party for the purpose of performing a lawful function or activity and for no other purpose.

{Insert Name of} S355 Committee

A Section 355 Committee of Tamworth Regional Council
 Committee Mailing Address: PO Box XX Town NSW 23XX
 Phone: 04XX XXX XXX Email: Email@mail.com

APPLICATION FOR HIRE OF A COMMUNITY HALL

Hirer's Details			
Hirer's Name:			
Hirer's Contact Details:	Address		
	Phone		
	Email		
Date/s to be hired:			
Time of use: (including set up, pack up and cleaning)			
Purpose of use:			
Other:			
Public Liability:	<input type="checkbox"/> Casual Hirer (non commercial / no more than 10 days per year)		
	<input type="checkbox"/> Copy of current policy attached (minimum cover of \$20million required)		
Alcohol:	<input type="checkbox"/> Will alcohol be available for sale during the function? YES /NO		
	<input type="checkbox"/> Will alcohol be on the premises during the function? YES/NO		
Keys - Nominated person(s) to be responsible for keys:			
Name:		Name:	
Address:		Address:	
Mobile:		Mobile:	

Acknowledgement of Hire Agreement See Attached for Terms and Conditions of Hire- Please read carefully

I, the hirer have read and understand the attached Terms and Conditions of Hire of the Tamworth Regional Council hall. I agree to be fully responsible for the payment of fees and charges and any additional charges arising out of hiring in accordance with the terms and conditions that have been supplied to me.

Name: _____ Date: _____

Signature: _____

Please note that your booking is not confirmed until return of completed Application Form and relevant bond paid to the Committee's Booking Officer

Committee Use Only			
Hire Fee:		Bond paid:	
Receipt no:	Date:	Receipt no:	Date:
Key deposit:		Deposit paid:	Date:
Receipt no:	Date:	Receipt no:	
Alcohol permit sighted: YES / NO		Balance:	
Key issue date:		Key Return Date:	
Inspection date:		Bond return date:	
Notes:			

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Terms and Conditions of Hire- *Copy to be kept by hirer*

Casual Hirer

Hirers who can be described as non-commercial not incorporated and irregular users of Council facilities. Casual hirers are further defined as third parties who hire Council facilities for no more than a total of ten (10) days over a twelve (12) month period. Depending on the type of function/event, details of private security arrangements may be asked for prior to confirmation.

Public Liability Insurance

Casual hirers are covered under Tamworth Regional Council's Public Liability Policy. However, regular hirers, including registered clubs, sporting clubs and corporate bodies are expected to carry sufficient insurance for their activity, this must be at least \$20 million public liability. A copy of this policy must be provided at the time of booking.

Businesses, Incorporated Bodies or Associations of any kind. Any activity that includes a financial transaction; is a club or group of like minded individuals such as a chess club, hobby group, social club, ballet school etc., is not considered to be a casual user.

Please note that you must also provide your own insurance to cover your own equipment.

Hire Terms Of Agreement

The Organisation/Group/Individual agrees with Tamworth Regional Council S355 Committee to use the facilities and the key to the facilities on the following terms:

- To abide by the Rules and Conditions applying to the use of the Community Facility.
- To use the facility only for agreed time and purpose specified.
- Applications for hire must be made by persons over 18 years of age.
- The nominated Hirer must remain at the hall for the duration of the hire and is responsible to provide adequate instructions to all persons attending your activity as per induction guidelines.
- To ensure the maintenance of good order at the facility during its use and to leave the facility on each occasion of use in a clean and tidy state. Failure to do so will result in the forfeiture of the bond.
- The Hirer agrees to have usage of the areas as prescribed in the hiring agreement, and use only that part of the facility for which a fee has been paid.
- The Hirer must state the nature and type of activity that is to take place and pay in accordance with the Schedule of Fees and Charges as adopted by Council.
- The Hirer undertakes that in connection with the use of the facility they will not permit anything to be done which is damaging, disorderly or offensive.
- An inspection of the hall will be conducted within 48 hours of the function. Should any of the terms and conditions not be met the bond or part there of shall be withheld. Any excess costs exceeding the bond amount as a result of damage would be payable by the hirer if negligence is found. Refundable deposits will be returned within two weeks of the hired date, provided the facilities are left in a condition satisfactory to the committee and the key returned.
- The Committee reserves the right to cancel the Agreement if:
 - Payment is not made by the due date.
 - Any significant change to the original intended purpose for the use of the facility occurs.
 - Any breach of the Conditions of Hire.
- Council, any of its Officers or Committee reserves the right to refuse any booking or to cancel a booking and shall no way be liable for any loss or damage suffered by the Hirer, or any firm or corporation supplying any article or service to the hirer, or otherwise in consequence of the exercise of this right.
- All hire fees, bonds and deposits are to be paid 14 days in advance.
- The Hirer is required to give 14 days notice of cancellation otherwise full payment must be made.
- A Hirer or person nominated by the hirer may collect keys and sign the rental agreement (must have letter of authorisation from the group) at a time suitable to the Booking Officer.
- Any request to change the Hiring Agreement form must be made in writing to the Committee.
- The hirer is responsible to disarm and arm any security systems as required on entry and exit.
- All damage or break-ins must be reported to the committee immediately.
- All music and noise levels must be kept at an acceptable level and music must cease at midnight. The center and car park must be clear by 1.00am.
- Third Party contractors engaged by the Hirer to provide services, including but not limited to; catering, music, and face painting, are the Hirer's responsibility and will not be covered by Council's Liability policy.
- A copy of the key can only be made by Council.
- The hirer is responsible to Notify Police immediately if there is any threat of trouble.

22. Report any accidents or near misses to the Committee upon return of your key.
23. The person or group using the hall shall be held responsible for the cleanliness of such area.
24. No animals are to be on the hall grounds unless prior permission is given by the Committee with the exception of registered assistant animals.
25. The Hirer must obtain Council's approval for the erection of any signs within or outside the facility,
26. Hirers must ensure they obtain the necessary Permits e.g. Liquor License, Fireworks Permit, Entertainment License etc.(if required)
27. All Council buildings and areas are smoke free zones.
28. No substance is to be placed on any floor that may alter the surface.
29. Furniture and equipment must be carried and not dragged.
30. Chewing gum is not permitted in any part of the hall.
31. All persons attending event/activity are the responsibility of the Hirer.
32. All activities involving food handling and/or preparation must comply with the Food Act 2006. All licensable food businesses must hold and display a current Food Licence.
33. Children are not permitted in kitchens.
34. The Hirer shall not permit the use of any additional cooking appliances in the Hall kitchens unless written approval has been received from the Committee. Council's preference is for plastic cups or aluminium cans to be used at the Hall and not glass.

Closing Procedures:

The Hirer must ensure the building is left clean and ready for the next user. This includes:

- Floor swept and mopped. (Spills are to be mopped with warm water only.)
- Wiping all benches and tables.
- Any kitchen appliances that have been used must be completely cleaned out & switched off.
- Rubbish to be disposed of in the correct manner. Recycle where possible.
- All taps are turned to off position
- All lights, fans & air conditioning (if applicable) are turned off.
- All doors and windows are closed & locked
- Toilets to be cleaned, swept and mopped.
- Tables & chairs stacked & returned
- The outside area, including the car park to be free of litter.

Failure to follow these procedures may incur a fee and such will be charged to the Hirer.

Please report if the hall was not found in a clean and tidy state at the commencement of the hire.

Decorations

Decorations are welcome at the hall however they should be secured to the hooks provided around the walls only. Helium balloons are not permitted at the hall. NO smoke machines are allowed.

Drinking Water

Should the water supply at this venue not be reticulated (i.e. town water supply) it is not suitable for drinking therefore the hirer is responsible to provide their own suitable drinking water.

Risk Management

For the duration of the hire period the hall will be under the Hirer's physical and legal control. It is the Hirer's responsibility to inspect and approve the booked hall as being safe to use for your activity. If the Hirer considers it unsafe, they must cease the use immediately and notify the Committee of the problem. Use of the hall is deemed to be an acknowledgement that the Hall is fit and proper for the intended use and acceptance that all liability associated with the use of the hall shall rest with the Hirer.

The Hirer must undertake a site inspection with a Committee member prior to a hire.

Hirers are recommended to prepare and implement a risk management plan for activities being undertaken within the hall. This plan should include:

- Workplace Health and Safety
- Fire prevention / safety
- Safety of people attending the function
- First aid in the event of an accident
- Evacuation of the premises
- Security
- Compliance with legislation that may be applicable to 'working with children'
- Safety checks on any equipment brought into the Hall
- Provision for people with special needs
- Management of attendance numbers.

Fire Safety

All persons hiring a hall are to comply with the Environmental Planning and Assessment Act and Regulations.

- Evacuation routes are not to be obstructed, including the final exit to the hall
- Any door along an evacuation route is not to be locked during use of the hall
- The number of persons at the Hirer's part of the hall is not to exceed the approved maximum number. The number of persons permitted is provided to the Hirer at the time of booking
- Where fire extinguishers and or fire hose reels are installed at the hall, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of bond and may attract a penalty.

Accident, Injury or Incident

All accidents, injuries and incidents must be reported to the Committee within **24 hours** of the event occurring. Any accident, injury and incident that results in a person being taken to hospital must be reported **immediately** to Council on **02 6767 5555**.

~END~

{Insert Name of} S355 Committee

A Section 355 Committee of Tamworth Regional Council
 Committee Mailing Address: PO Box XX {Town} NSW 23XX
 Phone: 04XX XXX XXX Email: Email@mail.com

APPLICATION FOR HIRE OF A SPORTING or RECREATIONAL FACILITY

Hirer's Details

Hirer's Name:			
Hirer's Contact Details:	Address		
	Phone		
	Email		
Facility to be Hired:			
Date/s to be hired: (Please attach seasonal draws if applicable)			
Time of use: (including set up, pack up and cleaning)			
Purpose of use:			
Areas required:			
Other:			
Public Liability:	<input type="checkbox"/> Casual Hirer (non commercial / no more than 10 days per year)		
	<input type="checkbox"/> Copy of current policy attached (minimum cover of \$20million required)		
Alcohol:	<input type="checkbox"/> Will alcohol be available for sale during the function? YES /NO		
	<input type="checkbox"/> Will alcohol be on the premises during the function? YES/NO		

Keys - Nominated person(s) to be responsible for keys: (if applicable)

Name:		Name:	
Address:		Address:	
Mobile:		Mobile:	

Acknowledgement of Hire Agreement See Attached for Terms and Conditions of Hire- Please read carefully

I have been inducted to the site, as the hirer I have read and understand the attached Terms and Conditions of Hire of the Tamworth Regional Council facility. I agree to be fully responsible for the payment of fees and charges and any additional charges arising out of hiring in accordance with the terms and conditions that have been supplied to me

Name: _____ Date: _____

Signature: _____

Please note that your booking is not confirmed until return of completed Application Form and relevant bond paid to the Committee's Booking Officer

Committee Use Only

Hire Fee:	Bond paid:		
Receipt no:	Date:	Receipt no:	Date:
Key deposit:	Deposit paid:		Date:
Receipt no:	Date:	Receipt no:	
Alcohol permit sighted: YES / NO	Balance:		
Key issue date:	Key Return Date:		
Inspection date:	Bond return date:		
Notes:			

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Terms and Conditions of Hire (to be retained by Hirer)

Casual Hirer

Hirers who can be described as non-commercial not incorporated and irregular users of Council facilities. Casual hirers are further defined as third parties who hire Council facilities for no more than a total of ten (10) days over a twelve (12) month period. Depending on the type of function/event, details of private security arrangements may be required prior to confirmation.

Public Liability Insurance

Casual hirers are covered under Tamworth Regional Council's Public Liability Policy. However, regular hirers, including registered clubs, sporting clubs and corporate bodies are expected to carry sufficient insurance for their activity, this must be at least \$20 million public liability. A copy of this policy must be provided to the Committee at the time of booking.

Businesses, Incorporated Bodies or Associations of any kind. Any activity that includes a financial transaction; is a club or group of like minded individuals such as a chess club, hobby group, social club, ballet school etc., is not considered to be a casual user.

Please note that you must also provide your own insurance to cover your own equipment.

Hire Terms Of Agreement

The Organisation/Group/Individual agrees with Tamworth Regional Council S355 Committee to use the facilities and the key to the facilities on the following terms:

- To abide by the Rules and Conditions applying to the use of the Community Facility/Sporting or Recreational Facility.
- To use the facility only for agreed time and purpose specified.
- Applications for hire must be made by persons over 18 years of age.
- To ensure the maintenance of good order at the facility during its use and to leave the facility on each occasion of use in a clean and tidy state.
- To disarm and arm any security systems as required on entry and exit.
- To report any damage or break-ins to the committee immediately when noticed.
- A copy of the key can only be made by Council
- Council/Committee retains the right to refuse a booking without the necessity to give reason.
- Any request to change the Hiring Agreement form must be made in writing to the Committee.
 - The Committee reserves the right to cancel the Agreement if:
 1. Payment is not made by the due date.
 2. Any significant change to the original intended purpose for the use of the facility occurs.
 3. Any breach of the Conditions of Hire.

Hirers Responsibilities

1. The individual playing field or area on a sportsground facility shall be clearly identified and rented separately, the Hirer agrees to have usage of the areas as prescribed in the hiring agreement, and use only that part of the facility for which a fee has been paid (*bookings for canteens, dressing rooms etc. must be specified in the hire agreement*).
2. The Hirer must state the nature and type of activity that is to take place and pay in accordance with the Schedule of Fees and Charges as adopted by Council.
3. The Hirer undertakes that in connection with the use of the facility they will not permit anything to be done which is damaging, disorderly or offensive.
4. Notify Police immediately if there is any threat of trouble.
5. Report any accidents or near misses to the Committee upon return of your key.
6. All bonds and deposits are to be paid 14 days in advance. Balance is to be paid with 7 days of the booking.
7. An inspection of the grounds will be conducted within 48 hours of the function. Should any of the terms and conditions not be met the bond or part thereof shall be withheld.
8. Any excess costs exceeding the bond amount as a result of damage would be payable by the hirer if negligence is found.
9. The Hirer is required to give 14 days notice of cancellation otherwise full payment must be made.
10. The person or group using the sportsground shall be held responsible for the cleanliness of such area. Failure to leave grounds in a clean and tidy state will result in the forfeiture of the cleaning bond.
11. No vehicles are to be driven on the playing fields without prior approval of the Committee.
12. Sub rental by sporting bodies which have been allocated the use of a particular sporting facility is prohibited.
13. Council, any of its Officers or Committee reserves the right to refuse any booking or to cancel a booking and shall no way be liable for any loss or damage suffered by the Hirer, or any firm or corporation supplying any article or service to the hirer, or otherwise in consequence of the exercise of this right.
14. A Hirer or person nominated by the hirer may collect keys and sign the rental agreement (*must have letter of authorisation from the group*) at a time suitable to the Booking Officer.
15. Bonds will be returned within two weeks of the hired date, provided the facilities are left in a condition satisfactory to the committee and the key returned.
16. Creosote or dieseline products are **not** to be used for permanent markings. Substances to be used for markings must be approved by a Council Sport & Recreation Officer.

17. No animals are to be on the ground unless prior permission is given by the Committee and is not in contravention of Council's Ordinance signs with the exception of registered assistant animals.
18. The Hirer must obtain Council's approval for the erection of any signs within or outside the facility, in accordance with Council's Advertising Policy.
19. Hirers must ensure they obtain the necessary Permits for their activity e.g. Liquor License, Fireworks Permit, Entertainment License etc.

Terms for Regular Sporting Groups

20. Sporting bodies making application for seasonal use must nominate commencement and finishing dates. In addition dates for trials, competition and finals must be provided, together with training days and times.
21. All affiliated groups have priority use on their normal competition date, in their season.
22. The Committee is to be provided with a list of numbers of players/teams, towns of residence and age groups. This information is to be used by Council to develop future facilities.
23. All clubs are to supply the names and addresses (*including telephone numbers*) of their President, Secretary and delegates of their club to the Committee.
24. Groups who have a seasonal booking may seek permission from the Committee to leave goal posts etc. in position during their off season, subject to cricket requirements but should be removed promptly on request from the Committee.

SUMMER (From 3rd Weekend in September to 2nd Weekend in March)

End of season games can be played during March with priority over Winter sports, where multi-purpose fields are involved, provided that the club hiring the field has a home ground advantage. No Association will have the right to allocate fields for semi finals or finals during the months of March or September, unless prior approval of the Committee or Council (whichever is applicable) is granted.

WINTER (From 3rd Weekend in March to 1st Weekend in September)

End of season games can be played during September with priority over Summer sports, where multi-purpose fields are involved. Pre-seasons training may commence from the first week in February but must be in accordance with the requirements of the Summer hirers end of season competition. No Association will have the right to allocate fields for semi finals or finals during the months of March or September, unless prior approval of the Committee or Council (whichever is applicable) is granted.

Parking Noise and Surrounding Residents:

The facility is located in a residential area therefore it is expected that the surrounding residents be respected. The Hirer is responsible for the preservation of good order during and following the hire of the center.

1. Vehicles should not obstruct access to driveways or restrict parking in the street. Please use the car park provided.
2. All music and noise levels must be kept at an acceptable level and music must cease at midnight. The center and car park must be clear by 1.00am.

Drinking Water

Should the water supply at this venue not be reticulated (i.e. town water supply) it is not suitable for drinking therefor the hirer is responsible to provide their own suitable drinking water.

Damage and Breakages:

The Hirer is responsible for the full replacement cost of any damages or breakages to the facility, its fittings and contents, inclusive of surrounding grounds.

The Hirer must advise if any fire fighting equipment has been used in anyway. If fire equipment is used in an irresponsible manner the cost of inspection and replenishing will be deducted from the bond.

All breakages must be reported to the booking officer upon return of key.

Cleaning:

Any facilities hired must be left clean and ready for the next user. This includes:

- All items on the exit checklist that will be provided by the Committee on confirmation of the booking. The Hirer must ensure all listed items are undertaken.
- Floor swept and mopped.
- Wiping all benches and tables.
- Any kitchen appliances that have been used must be completely cleaned out & switched off.
- Rubbish to be disposed on in the correct manner. Recycle where possible.
- All taps are turned to off position
- All lights, fans & air conditioning (if applicable) are turned off.
- All doors and windows are closed & locked.
- Toilets to be cleaned, swept and mopped.
- Tables & chairs stacked & returned
- The outside area, including the car park to be free of litter.

Failure to follow these procedures may incur a fee and these will be charged to the Hirer.

Please report if the facilities were not found in a clean and tidy state at the commencement of the hire.

Smoking:

Council has adopted a non-smoking policy. As such no smoking is permitted at Council's community facilities.

Please Note

Please ensure that you have read this carefully before signing the application form. Council/the Committee reserves the right not to accept any booking that it considers inappropriate for the facility.

We undertake to be responsible for payment of the fees and charges fixed by Council for hire of the facilities and for payment of any other charges arising out of the clubs/organisations hire thereof, in accordance with the rules and conditions applying to Hire of Sporting or Recreation Facilities, a copy of which has been supplied to us and which we agree shall apply to and form the basis of this application.

~END~

Section 3 – MEETINGS

3.1. GENERAL REQUIREMENTS

The Committee should hold meetings at least quarterly per annum. However, if required Ordinary Meetings of the Committees may occur more regularly to ensure that any outstanding matters are dealt with.

A **Volunteer Sign On/Sign Off Form** must be completed prior and at the conclusion of each meeting or activity. Refer **Appendix 3a**

Minutes of the matters discussed will be kept, a copy made available to all Committee members and Council:

- by email: trc@tamworth.nsw.gov.au
- by post: PO Box 555, Tamworth NSW 2340;

Any items requiring action by Council are to be the subject of a separate letter addressed to the General Manager and forwarded to Council as above.

All meetings will be conducted in accordance with Council's document "Code of Meeting Practice".

A quorum will normally consist of half the total number of voting members plus one. However, a request for approval to have a quorum of a differing number may be submitted to Council.

Should a quorum of members not be in attendance at 15 minutes after the starting time, the meeting will be adjourned to the same time and place at the next scheduled meeting.

3.2. RISK MANAGEMENT AWARENESS STATEMENT

At the start of every meeting the Chairperson or, in the absence of the Chairperson, another executive member must make a Risk Management Awareness Statement (a Due Diligence Statement). This includes:

- All members and volunteers must sign the Volunteer Sign On/Sign Off sheet before the commencement of any activities and events undertaken by the Committee.***
- All members are aware of and understand the Section 355 Committee Operational Manual found on Tamworth Regional Council's website, <https://www.tamworth.nsw.gov.au/about/policies-plans-and-regulations/general-policy-register>***
- Committee members are not to act outside the delegated function of the Committee.***
- A Risk Assessment must be conducted for any activities carried out under the Committees delegated function. Such activities must be minuted.***
- Has anyone attending this meeting identified any Hazards and/or Risk that should be discussed now?***

3.3. ORDINARY MEETING

Ordinary Meetings of the Committee are required where applicable to address correspondence, hiring of the facilities, finance matters, organising of events, risk management matters and maintenance of the facility.

3.4. SUB-COMMITTEES

Subject to Council approval sub-committees may be created to address individual Committee functions of the Section 355 Committee. A request from the Committee must be forwarded to Council for approval.

Sub-Committees must report back to the relevant Section 355 Committee and any recommendation/s need to be supported by that committee and noted in their minutes.

Sub-Committees must receive Section 355 Committee support and Council approval prior to conducting any event, function, movies working bee etc.

It is recommended that any short term project/s be recognised as a “Working Group” as opposed to a sub-committee. Working groups can only be given a delegated function which is held by the Section 355 Committee. Reporting and approval processes for working groups are the same as for sub-committees as stated above.

3.5. AGENDAS

The Agenda of a meeting will be forwarded to members and Council giving at least one week’s notice of the proposed meeting. Only items listed on the agenda are to be discussed and voted on at the meeting. It is suggested any issue raised in General Business be placed on the agenda for next meeting for resolution, unless the item is deemed by the chairperson and the Committee as a matter of urgency. Sample of an **Ordinary Meeting Agenda** - refer *Appendix 3b*

3.6. ANNUAL GENERAL MEETING (AGM)

The Annual General Meeting (AGM) date must be set at an Ordinary Meeting and **publicly advertised at least 14 days prior** to the meeting date. At that Ordinary Meeting the Secretary must circulate the current list of members who will be eligible to vote at the coming AGM.

New Members CAN NOT join a Committee at an AGM until Elections have taken place and therefore do not have any right to vote on the Election of Office Bearers at an AGM.

Current members can only vote once on the election of each position of Office Bearers at an AGM.

The Chairperson is required to report on the activities of the Committee for the year.

If an Ordinary Meeting is to be held on the same day/night, it must be held after the AGM.

The Annual Financial Report **MUST** be presented to the Committee for adoption then forwarded to Council for auditing purposes. Sample of an **Annual General Meeting Agenda**- refer *Appendix 3c*

3.7. EXTRAORDINARY MEETING

An Extraordinary Meeting requested by two members of the Committee may be called to discuss urgent business and matters outside the scope of a scheduled Ordinary Meeting.

An agenda will be prepared and circulated to all members of the Committee with a minimum of two days notice. Only items on the Extraordinary Meeting Agenda are to be discussed.

Minutes outlining the reason for the Extraordinary Meeting will be kept and a copy forwarded to Council.

3.8. MINUTES

3.8.1. Minute Format

All meeting minutes will be kept and a copy forwarded to Council for presentation to a forthcoming Ordinary Meeting of Council. Keep them short, clear and concise, and consistent.

It is not required to record every statement made at the meeting. Accurately record each motion/resolution – note mover and seconder.

A copy of the minutes should be retained as a permanent record of the meeting. It is the chairperson's responsibility to see the minutes are unaltered after adoption and are signed as an accurate record.

Circulate minutes as soon as possible following the meeting, allowing follow-up action in a timely manner. Sample of **Minutes**- refer *Appendix 3d*

3.9. PROCEDURE FOR MOTIONS

Any motion must be 'seconded' before it can be accepted by the chairperson and opened for debate. Record the mover and seconder. If there is no seconder, the matter lapses.

3.9.1. Amendments

Amendments may be made to a motion. The amendment must be clear and be part of the motion being considered, have a seconder and be put to the vote before the motion is carried.

VOLUNTEER SIGN ON/ SIGN OFF REGISTER

Appendix 3a

Committee Name: _____ **Date:** _____

Activity: _____ **Resolved at Committee held on** ___/___/___

Location: _____

Volunteers Name	Sign on Time	Signature	Protective Equipment Issued	Protective Equipment Returned	Sign Off Time	Signature

Secretary (Print Name)

(Signature)

___/___/___
Date

[Name of] Committee

A Section 355 Committee of Tamworth Regional Council
Committee Mailing Address: [Current mailing address]

Contact Information:

Chairperson:

Name:

Phone:

Email:

Booking Officer:

Name:

Phone:

Email:

Secretary:

Name:

Phone:

Email:

AGENDA

Meeting scheduled for:

[Date, time and location of meeting]

1. **Welcome by Chairperson**
2. **Present:** Committee members and any guests
3. **Apologies:**
4. **Membership:**
5. **Risk Awareness Statement**
6. **Minutes** from previous meeting held [insert date]
7. **Business Arising** from the minutes
8. **Correspondence In**
 - 8.1.
 - 8.2.
9. **Correspondence Out**
 - 9.1.
 - 9.2.
10. **Treasurer's Report**

Tabled Report (*if available otherwise verbal report*).
11. **Booking Officer's Report**

Verbal Report on bookings.
12. **Future Bookings:**
13. **General Business**
 - 13.1.
 - 13.2.
14. **Business Without Notice:**
 - 14.1.
 - 14.2.
15. **Next Meeting/s:** [Date, time and location]

Meeting closed at:

[Name of] Committee

A Section 355 Committee of Tamworth Regional Council
Committee Mailing Address: [Current mailing address]

Contact Information:

Chairperson:

Name:
Phone:
Email:

Secretary:

Name:
Phone:
Email:

Treasurer:

Name:
Email:

AGENDA ANNUAL GENERAL MEETING

Scheduled for [Date, time and location of meeting]

1. **AGM: Welcome by Returning Officer**
2. **AGM: Present** (as noted on Sign on/ Sign off Register)
3. **AGM: Apologies**
4. **AGM: Confirmation of Minutes** of the AGM held [date].
5. **AGM: Chairperson's Report**
6. **AGM: Financial Report**
7. **AGM: Business Arising/ Questions**, if any, in relation to the Chairperson's Report and/or the Financial Report.
8. **AGM: Election of Office Bearers/Executive** to be conducted by Returning Officer (Existing members only can vote. Members can only vote once for each position.)
 - a) **Election of Office Bearers:**
 - **Position of Chairperson**
 - **Position of Deputy Chairperson**
 - **Position of Secretary**
 - **Position of Treasurer**
 - **Position of Booking Officer**
9. **AGM: New Members** – Acceptance of nominations from user groups and community members.
10. **AGM: Returning Officer hands the 'chair' to the newly elected Chairperson**
11. **AGM: Thank the Returning Officer**
12. **AGM: Welcome new committee**
13. **AGM: General Business-** relating to matters relevant to AGM only.
14. **AGM: Proposed date, time and venue of meeting dates for the coming year**
15. **AGM: Proposed date, time and venue for [year] AGM (to be held in July/August)**
16. **AGM: Closing time of the [year] Annual General Meeting:**

[Name of] Committee

A Section 355 Committee of Tamworth Regional Council
Committee Mailing Address: [Current mailing address]

Contact Information:

Chairperson:

Name:
Phone:
Email:

Secretary:

Name:
Phone:
Email:

Treasurer:

Name:
Phone:
Email:

MINUTES of Meeting held [insert date]

[insert location]

Meeting commenced at [insert time]

1. **Chairperson** welcomed all to the meeting.
 2. **Present:**
 3. **In attendance:**
 4. **Apologies:**
 5. **Membership:**
 6. **Risk Awareness Statement:**
 7. **Minutes of previous meeting:** [date of previous meeting]
 8. **Business Arising from the previous meetings:**
 9. **Correspondence In**
 - 9.1. **Action: [if required]**
 - 9.2. **Action: [if required]**
 10. **Correspondence Out**
 - 10.1.
 - 10.2.
 11. **Treasurer's Report**
 - 11.1.
 12. **Booking Officer's Report**
 - 12.1. **Action: [if required]**
 - 12.2. **Action: [if required]**
 13. **General Business/ Business Without Notice:**
 - 13.1. **Action: [if required]**
 - 13.2. **Action: [if required]**
 14. **Date, time and venue for next [name of] Committee Meeting**
 15. **Next meeting:** [insert date, time and location]
- Meeting closed at [insert time]

Section 4 – RISK MANAGEMENT AND INSURANCE

4.1. RISK MANAGEMENT OVERVIEW

Risk Management is a method of taking preventative and precautionary measures to avoid injury, loss and damage, to either persons or property.

The Committee has a duty of care to ensure the health, safety and welfare of persons attending a Committee meeting, using a facility managed by the Committee or attending an event or activity organised by the Committee. This involves regular maintenance, to keep the facility and grounds safe, clean and tidy, as well as a system of inspection to detect faults and hazards at an early stage.

Council and Committees of Council, have a wide range of potential liability. Liabilities can be based on statute and common law duties of care. To ensure compliance there must be appropriate policies, procedures and practices in place. **It is the Committee's responsibility to ensure that compliance with Council's Risk Management procedures and the relevant paperwork is undertaken.**

4.2. GUIDELINES TO REMEMBER

4.2.1. Risk Management

The basic principles of and processes in Risk Management are:



Examples of common problems at events give you an idea of the type of things you would look for in your planning and prior to the event:

- holes in grounds or in footpaths;
- marquee pegs in thoroughfares;
- electrical leads on ground and untagged electrical equipment;
- overcrowding in carparks or mixing vehicle and pedestrian traffic;
- uneven stage floor or performance space; and
- no hand washing facilities at food handling stalls.

These examples could be rectified with simple solutions, by early identification of hazards risks can be minimised.

4.2.2. Hazards

A hazard is a situation which could potentially cause injury to a person or damage to property.

If a hazard requires urgent attention a warning should be placed near the hazard to alert users of the facility to the danger. The Committee must contact Council to advise.

Committees are urged to apply some common sense rules for hirers of facilities such as restacking of tables and chairs, cleaning spills from floors, rubbish removal e.g. "chairs must be stacked and placed against the wall".

A routine inspection process will alert Committees to possible dangers or faults, fire or accidents risk to users of the facility, and can be carried out periodically using the Inspection Checklist. A copy can be forwarded to Council for action if required. Refer **Appendix 4a**

4.2.3. Fire Protection

All Council facilities should be supplied with fire & safety equipment and information on how to use it. If this is not available Council must be notified immediately. Equipment will be inspected twice annually by a professional qualified contractor. This is organised by Council. If the equipment is used irresponsibly by a hirer this should be deducted from the hirer's bond.

4.2.4. Emergency Exits (Buildings)

All emergency exits must be identified by an illuminated exit sign and inspected by a Council contractor no less than two times a year. Emergency exit routes must be kept clear at all times. Exit doors should not be barred or locked at any time while the facilities are in use.

4.2.5. Building Inspections

Regular inspections are essential to identify potential risks, and to assist in the defence of claims brought against Council. Inspection must be thoroughly documented. Refer to

Inspection Checklist and Summary – *Appendix 4a*

The Committee will be responsible for inspection of the facilities under their control.

Inspections may be either formal or informal.

Formal inspections:	Inspection of the facilities under the Committee's control must occur and be documented using checklists at least once every six months . Refer to <i>Appendix 4a – Inspection Checklist and Summary</i> .
	Inspection of the facilities should also be conducted annually by Council's Asset Division.
Informal Inspections:	Informal inspections are incidental in the course of Committee business. Any defect or problem discovered must be dealt with in accordance with the Building Maintenance Responsibilities . Refer to <i>Appendix 2c</i>
S355 Hire Checklist	Committees are encouraged to develop their individual Facility Hire Checklist. Refer to <i>Appendix 4b – Facility Hire Checklist</i>
Safety Inspections by Hirers:	It is the responsibility of the user groups/hirers to ensure that any field or facility is safe for the use immediately before and during its use. This will include ensuring there are no holes likely to cause injury and any broken glass and other hazardous matter is removed.

4.3. INSURANCE

4.3.1. General

Council is responsible for insurance policies to cover Council's liability as a consequence of Council's business activities. These policies include:

- (a) Public Liability;
- (b) Professional Indemnity;
- (c) Personal Accident;
- (d) Casual Hirers; and
- (e) Property.

4.3.2. Notification

Committees and hirer/user groups are instructed that any matter or incident which may give rise to a claim against Council **must be reported to Council as soon as it occurs (within 24 hours and paperwork to be submitted to Council within 48 hours of the incident) to Council on 02 6767 5555**. This will ensure that investigations and remedial actions can be undertaken to protect Council's interests. **A Workplace Incident Report and Investigation Form must be completed –please contact your Committee Coordinator immediately.**

Council has a responsibility to notify its insurer as soon as a potential claim is known. Committees may receive advice regarding claims via writing or telephone call or by observation. Once the Committee becomes aware of a potential claim they are to notify Council immediately. If Council does not notify its insurer immediately of potential claims (they could have reasonably known about) indemnity may be denied by the insurer.

4.3.3. Volunteer Labour

For projects involving volunteer labour, an estimate of numbers and details of the activity/project must be forwarded to Council as soon as possible to ensure the project is covered by and noted on the appropriate policy. All activities/projects must also be recorded in the Committee's minutes noting the proposed activity/project and the proposed date

The Volunteer Sign On/Sign Off Sheet which must be completed by each volunteer participating in any Committee project/activity. The completed sheet must be kept by the Secretary for a record of that activity. Refer to **Appendix 3a - Volunteer Sign On/Sign Off Sheet**.

4.3.4. Public Liability Insurance

Public liability insurance provides cover for its legal liability to the public for Council's business activities.

The Committee is responsible for the care, control and management of the facility or function under Section 355 of the *Local Government Act*. If a third party suffers property damage or personal injury as a result of Council or Committee negligence they are covered under the Public Liability Policy.

The Committee should note that the policy does not cover participants of events/and or groups/associations or incorporated bodies. By law, all incorporated bodies, sporting clubs must have their own public liability insurance as they are excluded from Council's policy.

4.3.5. Workers Compensation Insurance

Council's Workers Compensation Policy only covers Council employees. **If contractors are engaged they must provide a copy of a current workers compensation policy prior to any work being undertaken.**

4.3.6. Property Insurance

Council maintains property insurance on all its facilities. This includes contents insurance on equipment owned by Council or the Committee.

Any new equipment purchased by the Committee must be notified to Council for inclusion under the policy.

Other equipment belonging to sports clubs, playgroups etc. is not covered by Council's policy and such groups must be advised to obtain their own cover for such items if stored at the facility.

4.3.7. Professional Indemnity Insurance

Professional indemnity insurance usually refers to claims where it is alleged that incorrect advice, certificates or incorrect practice has occurred. The Council may be liable for its conduct arising out of its representations or the conduct of its employees, consultants and Committee members.

4.3.8. Casual Hirer Insurance

A casual hirer is a user that hires the facility for a one off activity and excludes incorporated bodies, sporting clubs or associations of any kind. Such excluded groups must by law have their own insurance and the Committee as discussed previously, must sight and keep a copy with the booking documentation.

4.3.9. Personal Accident Insurance

Personal accident insurance covers bodily injury for Committee members whilst engaged in an activity directly or indirectly connected with or on behalf of the Council, including whilst travelling directly to and from such activity. Please ensure that a S355 Committee Sign On/Sign Off sheet is completed. Refer to **Appendix 3a– Volunteer Sign On/Sign Off Sheet.**

Work Health and Safety (WHS) – Inspection Checklist and Summary

INSPECTION CHECKLIST

AREA OF INSPECTION	GOOD	SATISFACTORY	ACTION REQUIRED	
			IMMEDIATELY	TO BE SCHEDULED

FIRE

Extinguishers in place, clearly marked for type of fire and recently serviced.				
Adequate direction notices for fire exits.				
Exit doors easily opened from inside.				
Fire instructions available and displayed				
Regular for drills carried out.				
Training sessions				

ELECTRICAL

No broken plugs, sockets or switches.				
No frayed or damaged leads.				
Portable power tools in good condition.				
No temporary leads on floor.				
Emergency shut down procedures in place.				
No Strained leads				

GENERAL LIGHTING

Adequate Illumination				
Good Natural lighting				
Good light reflection from walls and ceilings.				
No direct or reflected glare				
Light fittings clean and in good condition				
Emergency lighting operable				

CHEMICALS

MSDS for all chemicals				
Containers clearly labelled				
Do special storage conditions apply?				

AREA OF INSPECTION	GOOD	SATISFACTORY	ACTION REQUIRED	
			IMMEDIATELY	TO BE SCHEDULED

FIRST AID

Cabinets and contents clean and orderly				
Easy access to cabinets				
Employees aware of location of first aid cabinet				
Cabinet clearly labelled				
Adequate stocks				

FLOORS

Clean surfaces, no cracks and holes				
Loose boards				
Grills cleaned regularly				
Oil and grease removed				
Entry across walkways kept clear				
No electrical leads across walkways				
Walkways adequately lit and clearly marked				
Unobstructed vision at intersections Stairs/Risers				

OFFICE HAZARDS

Filing systems stable				
Chairs and desks in good repair and suitable for intended purpose				
Workstations appropriate				
Use of soft pastel interior decorating				
Carpeting in office areas				
Ventilation in enclosed offices				
Noise levels in enclosed offices				
Shelving height				

PERSONNEL

Protective equipment in use				
Working alone – near traffic, open flames, electricity				

AREA OF INSPECTION	GOOD	SATISFACTORY	ACTION REQUIRED	
			IMMEDIATELY	TO BE SCHEDULED

SITES

Warning signs and flashing lights				
Facilities and/or control or traffic and pedestrians				
Perimeter/boundary fences or barriers				

ELECTRICAL POWER TOOLS

Awareness of electrical hazards				
Compulsory tagging of power tools				
Regular maintenance of power tools				
On site checking of tools prior to using				
Requirement of earth leakage Circuit Breaker				

SMALL PLANT

Observation of warning tags				
Training sessions on proper use				
Observing possible danger to passers by, children, onlookers				
Clear working area				
Erection of required signs				
Checking/securing the required guards				
Secure safety devices/valves etc. are functioning				
Observe the correct procedures for handling/lifting of heavy items				
Observe the correct procedure for fuelling and keeping of fuel				

LARGE PLANT/MACHINERY

Check and maintain machine in good working order				
Regular servicing and testing of units				
Erection of required signs				
Ensure amber revolving/flashing lights work				

AREA OF INSPECTION	GOOD	SATISFACTORY	ACTION REQUIRED	
			IMMEDIATELY	TO BE SCHEDULED
Observe the applicable regulations and restrictions e.g. Working under power lines				
Training and proper licensing of operators				
Use only proper slings and ropes				
Ensure safety devices and warning barriers are in good working order				
Correct procedures are followed e.g. Wearing seat belts, operating manner				

DEPOT

Observe procedure for entering an area where an activity is taking place				
Observe restriction on the keeping of dangerous goods				

HAZARDOUS MATERIAL

Understand the nature of hazardous materials				
Understand the procedures to handle dangerous goods				

SMALL PLANT

Preserve safety of others				
Protective clothing/gear				

TRUCKS

Safety of load				
Safe operating manner				
Check and maintain truck in good working order				

INSPECTED BY: _____

(NAME)

(SIGNATURE)

(NAME)

(SIGNATURE)

DATE: ____ / ____ / ____

Work Health and Safety (WHS)

INSPECTION SUMMARY

Location: _____

Date of Inspection: _____

Manager Responsible: _____

Areas Requiring Further Attention:

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

Please notify your Coordinator of any works required.

Committees are encouraged to develop their individual Facility Hire Checklist. Following is an example. *Appendix 4b*

FACILITY HIRE CHECKLIST

Location: _____

Date of Use: _____

Area	Before Hire	After Hire	Comments
Overall Cleanliness			
Toilets			
Floors, Floor Covering			
Walls			
Rubbish emptied and removed			
Furniture (tables/chairs) check all in good repair			
Stage and Equipment			
Doors, Locks etc.			
Kitchen – check cupboards, floors, sink			
Fire fighting equipment			
Electrical - check switchboard			
Overhead fans			
Heating			
Plumbing – taps in toilet and kitchen areas etc.			
Verandah/s			
Pathways/stairs			

After Hire Comments:

Signatures:

<u>Hirer:</u>	<u>Management Committee:</u>
(before hire) _____	(before hire) _____
(after hire) _____	(after hire) _____

Section 5 –

FINANCIAL MANAGEMENT

5.1. FINANCIAL MANAGEMENT OVERVIEW

Committees are subject to the same standards of financial accountability as Council. The Committee is responsible for the care, control and management of all funds. All funds and assets held by the Committee belong to Council.

Under the delegated function of the Committee all income and expenditure must be specific to the delegation resolved.

It is important that the Committee maintains clear and accurate records which detail all financial transactions. The responsibility for bookkeeping is under the role of Treasurer. The records must be kept up to date at all times.

The following sample financial documents referred to in this section are included as Appendices:

- (a) Cash Book – Income and Expenditure
- (b) Community Facilities Cheque Payment Form/ Direct Payment Form (EFT)
- (c) Petty Cash Vouchers
- (d) Petty Cash Book
- (e) Financial Statements
- (f) Monthly Treasurers Report
- (g) Statement of Financial Position and Statement of Cash Flows
- (h) Audit Report

5.2. GETTING STARTED

Each Committee who handles public funds on behalf of Council will open a cheque account in the name of the Committee at a local financial institution (bank or building society) and operate the daily transactions from it. This account usually earns interest but does not attract high fee charges.

5.2.1. Expenditure

Committees are not able to commit or expend any monies greater than \$5,000, without the prior reference and approval from Council.

5.2.2. Bank Accounts

Account signatories will be any two of the Committee executive. Council representatives on the Committee are also to be signatories on all accounts. The Committee must decide who is empowered to approve payments. All approved signatories are to be notified to Council. Unless the Committee decides otherwise, all payments are to be approved by the Committee prior to cheques being signed or on line banking being processed. All payments are to be endorsed by the Committee and recorded in the minutes. This is can be done by receiving and accepting the Treasurer's Report.

5.2.3. Principles to Follow

Both Council and the Committee's financial year is from 1 July to 30 June. The accounts will need to be completed and submitted to Council by 31 August each year following their adoption at a Committee meeting, if necessary, called to adopt the accounts. This will enable Council to incorporate the Committee's accounts into Council's accounts as required under the *Local Government Act 1993*.

Committees are to obtain a Bank Statement from their nominated bank showing the balance of the Committee's account as at 30 June each year.

5.3. RECEIVING MONEY

5.3.1. What to Do

To receive and account for money (e.g. hire of the facility) you will need a cash tin for security purposes, as well as a receipt book and a deposit book for your bank account.

The procedure is:

1. the money is taken as cash or cheques and counted or checked;
2. a receipt is written out in the receipt book, and must include GST details;
3. the money or cheque is put in the cash tin; and
4. money in the cash tin is banked promptly.

5.3.2. Banking

As soon as possible after the money is received and receipted, bank the money. Then write up the cash book, add up the amount in the cash book which must equal the amount receipted and banked. All income (cash and cheques) must be banked in the form in which it is received. **Payments are not permitted to be made from cash receipts held awaiting banking.**

On the deposit book butt write the amount, the date of banking, and the receipt numbers for the money (e.g. Receipt Nos 491-507).

In the cash book, write the amount banked in the banked column of the receipts page, beside the last entry. This amount should equal the total of the receipts entered since the last banking amount was entered.

See **Appendix 5a Cash Book**

5.3.3. Issuing Tax Compliant Receipts

Receipts in duplicate pre-numbered (use carbon paper if needed) must be written in ink or indelible pencil for all income as it is received, irrespective of its source. Receipts must show:

- (a) date of receipt;
- (b) name (and address if over \$1000.00) of person from whom payment is received;
- (c) total amount received in words and figures, indicate as cash or cheque and show all GST details;
- (d) the reason or particulars for which the receipt was issued;
- (e) signature of (authorised) person receiving the payment; and
- (f) Council's ABN and recognition as a Section 355 Committee.

Only the original copy of the receipt is to be given out, a second copy is to remain fixed in the book for audit purposes. Issued receipts are entered into the cash book in chronological order.

For hall/sportsground bookings, the receipt number, amount paid and date of payment are immediately recorded in the booking diary. This provides a cross reference between bookings and payments, so it is clear if fees or deposits have been paid.

Personal cheques must be receipted to the name on the cheque. For example, a person pays by personal cheque for hall hire on behalf of a group or organisation, the receipt should be made out to the name on the cheque with a notation of the group or organisation he/she represents e.g. Mr G Jones (of Swamp Creek Soccer Club).

Where it is necessary for a receipt to be cancelled, all copies should be returned and clearly marked "CANCELLED" with the receipt being initialled by the authorised Committee person. If an original receipt is lost or destroyed, a statutory declaration must be completed.

Change cannot be given for cheques received. Immediately upon receipt, cheques should be crossed and marked "Not Negotiable".

5.4. GOODS AND SERVICES TAX (GST) COMPLIANCE

5.4.1. GST Guidelines for Treatment of Income

Most of the income collected by Committees will be subject to GST. Below is a short list of major income items that Committees collect and how they should be treated for GST purposes. If your Committee collects income from any other source, please contact your Committee Coordinator for any advice needed in accounting for these amounts.

5.4.2. Hire Income – e.g. hall hire, tennis court hire etc.

GST applies. If the hire charge is \$5.00 then ten per cent will have to be added to this amount being GST, the charge will now be \$5.50. The amount of \$5.50 will be included in the GST Return and the \$0.50 GST component paid to the Australian Taxation Office.

5.4.3. Donations – e.g. from residents, other Committees, etc.

GST does not apply. To be a donation the money must be voluntarily given and the donor must not expect to receive any material advantage in return.

5.4.4. Fund Raising – e.g. raffles, fetes etc.

GST applies. The total money of these fund raisers must be divided by 1/11th and a receipt made out indicating the GST portion and the fund raising event e.g. raffle proceeds. If the amount was \$132.00 raffle proceeds the receipt would need to show \$12.00 GST (\$132 divided by 11).

Any receipts or invoices that are issued must contain the following information:

- the Committee Name;
- identified as a Section 355 Committee of Tamworth Regional Council;
- ABN NO: 52 631 074 450;
- the words "TAX INVOICE";
- GST Inclusive Price;
- date of issue of the invoice;
- brief description of what was supplied; and
- the name of the supplier and if the invoice is for an amount greater than \$1000 it must also contain their address.

5.4.5. GST Guidelines for Treatment of Expenditure

All Committees will pay GST on the purchase of the majority of their goods and services. The GST paid will be able to be claimed back on your behalf by Council providing the Committee's Summary GST Return form is submitted within the current financial period.

In order to claim back amounts, it is imperative that a compliant tax invoice is received for the goods and services that are purchased by the Committee.

In order to be a TAX INVOICE the invoice must contain:

- the suppliers name;
- the suppliers ABN no.;
- the words "TAX INVOICE";
- GST inclusive price;
- date of issue of the tax invoice; and
- a brief description of what is supplied.

If the invoice does not contain this information it is not a TAX INVOICE and the GST paid will NOT be able to be claimed back from the Australian Taxation Office.

5.5. MAKING PAYMENTS AND INVESTMENTS

5.5.1. Making Payments

The Committee must pay for bills by cheque or on-line banking. Prior to establishing on-line banking Council must approve utilisation by the Committee. The procedure for this is:

- (a) the invoice, bill or receipt for reimbursement is received by the Treasurer;
- (b) the Treasurer is to make sure the amount is correct and payable, and prepares a payment voucher (See **Appendix 5b**) **supported by a valid Tax Invoice**;
- (c) the payment voucher is authorised by a delegated person or Committee Meeting;
- (d) the payment voucher and the supporting documents (e.g. invoice) are stored in a file (not kept loose) and must be kept for seven years;
- (e) the cheque is written, signed by two signatories, or the online transaction is approved by two signatories and sent (with an appropriate note if necessary). The date, amount, purpose and payee of the cheque payment should be recorded on the cheque butt; and
- (f) payments recorded regularly in the cash book.

All payments of \$50 and over shall be made by cheque and receipts for payments obtained and kept. Smaller payments may be made from petty cash.

All cheques are to be signed by at least two authorised cheque signatories, be crossed and marked "Not Negotiable" and made payable to the individual or order. Cheques should not be payable to "Cash", unless for the purpose of a properly established petty cash advance. Under no circumstances should a blank cheque be signed.

5.5.2. Cheque / Online Banking Voucher

Payments are supported by a properly completed and certified cheque or online banking payment voucher (See **Appendix 5b**). The payment voucher will be accompanied by a tax invoice, delivery advice, or receipt (if provided). Invoices and all claims for payment of goods and services received or reimbursements for out of pocket expenses are to be retained.

The payment voucher and supporting documentation is to be marked as “PAID” once the cheque has been drawn or online banking transaction has been processed.

The payment voucher is then stored with supporting documents and must be retained for audit purposes.

5.5.3. Petty Cash Procedures

The Committee should resolve to have petty cash and set the amount of the float. For security reasons, it is recommended that the float be less than \$100. Unless otherwise decided by the Committee, the Treasurer will be responsible for the petty cash.

A petty cash float is permitted for minor purchases or expenses, or for initial change at a function.

To have a petty cash float you will need a petty cash book, a petty cash receipt book and a petty cash tin.

Purchases from petty cash may be either directly from the petty cash tin or as a reimbursement to the delegated Committee member.

The petty cash voucher and attached dockets must be marked “Paid”. Payments over \$50 will be made by cheque or online transaction. Petty cash vouchers are to be numbered consecutively as each claim is made. The details are then recorded in the petty cash book, recording GST on the transaction. See **Appendix 5c Petty Cash Voucher**

5.5.4. Giving Change

Petty cash may be used as an event/activity cash float e.g. when selling tickets at the door of a function. After the function, count the cash float, subtract the amount you started with, and the difference is the income from the event inclusive of GST. This amount should be treated as a receipt, not as petty cash. Write the amount into the cash book and bank it, returning the cash float to the petty cash tin.

Alternatively, the Committee may resolve to establish a separate cash float for a particular function. In this case, the whole amount in the function’s cash float is banked and recorded in the cash book.

5.5.5. Petty Cash Accounting

The reimbursement of petty cash can be done on a regular basis or when the amount left falls too low (say \$10), simply draw a cash cheque on the bank account. Petty cash should be balanced monthly or at time of reimbursement.

- Write each petty cash voucher into the petty cash book, individual columns for the date, number of the petty cash voucher, the purpose of the payment, the amount, and the balance remaining in petty cash;
- The balance is calculated by subtracting the total of the vouchers from the petty cash total. The total cash remaining in the petty cash tin must equal the balance; and

Draw a cheque using the cheque payment voucher, attached to the petty cash vouchers that are being reimbursed. Record cheque details in the cash book and present to the

Committee for endorsement. The cheque is then cashed and put into the petty cash tin.
See **Appendix 5d**

5.5.6. Trust Funds

Funds in excess of \$10,000 are to be transferred to Council to be held in a trust fund that is specifically designated for that facility. These funds could be used for major upgrades at that facility.

5.5.7. Purchase and Sale of Assets

An asset is an item which has a useful life and provides service potential or future economic benefit. Examples include, plant, equipment, furniture, fittings and improvements.

Assets (essentially these are items which have a resale value) can be purchased by the Committee through its normal process of approval or payments. Assets purchased by a Committee are the property of Council, though it is not Council's policy to take assets away from the facility that purchased them.

Items greater than \$5,000 must be referred to Council prior to purchase. Asset purchases are recorded in the equipment column in the cash book. Committees may sell assets they have purchased if these become redundant. The income from the sale is entered into the receipts side of the cash book under "Sundries". Allowances must be made for GST obligations.

At the end of each year, the Committee will update their assets list (reflecting all purchases and sales) which shows what major items they own. Each year Council's financial services goes through the Council's assets list and works out the level of depreciation for each item.

Council's anticipated threshold for asset recognition is \$1,000 which also applies to aggregated assets e.g. if you have 10 chairs valued at \$150 each, then they can be brought to account as assets. E.g. 10 chairs \$1,500.

If an acquisition is under the threshold of \$1,000 or provides no future economic benefit or service potential, then it can be treated as an expense in that period.

Council must approve the purchase of any assets and this would normally be done by including the proposed asset purchase in the committee's annual budget.

5.5.8. Depreciation and Replacement Fund

Each year, when the Committee receives its audited accounts, any amounts shown for depreciation of assets should be included in a special account set aside for the replacement of Committee assets.

5.6. KEEPING THE CASH BOOK

The cash book records the Committee's receipts and payments of money. A cash book consists of pages ruled into columns. A separate page is kept for your Committee's income (receipts of money), and payment details, every month you rule across after the last entry, add up how much you have paid and received, and check that this tallies with the bank statement.

On the **receipts**, page, columns are required for:

- date;
- source of funds;
- receipt number;
- amount received;
- date of banking; and

SECTION 5 FINANCIAL MANAGEMENT

- columns for frequent sources of funds, such as donations, interest, received amounts and a column specifically for GST collected.

For **facility hire**, have columns for:

- date the facility was used;
- amount paid for facility hire (excluding GST); and
- amount paid as damage deposit (bond) (excluding GST).

On the **expenditure** pages of the cash book, the columns should include:

- date;
- payee's name;
- cheque number;
- amount paid; and
- columns for the main uses for funds, such as deposits forfeited, facility cleaning, purchases of equipment, GST payable and so on;
- a "Sundries" column on both the income and expenditure pages would contain all income or expenditure not listed in specific columns and of a minor or irregular nature;
- receipts and payments are entered consecutively in date and receipt number/cheque number order in the appropriate page of the cash book;
- one entry is written on each line, filling the relevant columns;
- the total amount of the income or payment is entered – in the total amount column. In the column(s) for the type of income or payment enter amounts exclusive of GST, GST is written in GST column;
- for example, a receipt of \$215 being \$150 hiring fee and \$50 bond deposit for hall and \$15 for GST would show \$215 in the Total column, \$150 in the facility hire column, \$50 in the facility bond deposit column and \$15 in the GST column; and
- if an incorrect entry is written in the cash book, it is neatly ruled through and initialled before writing the correct entry. **Liquid paper correction fluids should not be used to alter an incorrect entry.**
- Start a new page in the cash book for each month, unless there are very few entries. To do this, rule off under the month, add up the columns, and over a new page start the next month with the first entry in each page being the balance (column table) brought forward from the previous month.

See **Appendix 5a**

5.6.1. Recording of Deposits or Bond Moneys

In the cash book, deposits or bond moneys received (such as indemnity deposits, hire deposits) are recorded in the receipts side of the cash book in facility bond deposits column. This money is to be banked.

When a deposit is refunded, the amount paid is shown under the facility refunds column in the payment section of the cash book.

Special rules apply to deposits made as a security for the performance of an obligation. These are called security deposits/bonds. Normally these deposits are returned once the obligations are performed and no GST is applicable. However, if the deposit is forfeited it is treated as if it was part of the supply, GST is payable on the amount forfeited. A bond register must be maintained to record the movements of deposits received and refunded. Any forfeited deposits should be highlighted within the register and appropriate GST noted in the move records.

If a hirer leaves the facility in an unclean or damaged condition, a portion of the deposit may be forfeited and retained by the Committee. The amount forfeited must include an allowance for GST under the taxable supply rules applicable to upkeep the facility as a result of a function. The payment entry in the cash book would be written up to show the deposit was refunded but a portion was taken in income, as follows:

- (a) the amount of the actual refund is shown in the amount column;
- (b) the total amount of the deposit paid is shown in the deposits refunds column;
- (c) the amount forfeited is shown in the forfeited deposits column in brackets () indicate that this amount is to be treated as additional income (exclusive of GST); and
- (d) GST is applicable to forfeited amount.

The Cash Book should provide a separate page to record all deposits for the hire of the facility. In individual columns write:

- the receipt number and deposit amount; and
- the refund cheque number or on-line banking identification number and refunded amount (full or partial).

These notations and cross referencing help to identify outstanding deposits when compiling a list of deposits still held at any specified time and especially at the end of the financial year.

The details or refunds for damage (indemnity) deposits should be noted in the booking diary.

The deposit book should list each individual cheque being deposited and cash in total. The Committee copy of the deposit should record the receipt numbers matching the amount deposited.

See **Appendix 5a Cash Book**

5.6.2. Banking Reconciliations

At the end of each month, the Committee will obtain a bank statement for each of the accounts under its control and reconcile this with the cash book. All banks statements are to be retained. The steps for a bank reconciliation is:

Prepare

1. Mark in the cash book all payments and banking which are shown in the bank statement as having been made. Check the amounts are the same.
2. Enter into the cash book any entries on the bank statement which are not already recorded – payments are likely to be bank charges for the month, and deposits are likely to be interest.
3. Rule off the cash book under the last entry (for both receipts and payments), and add up the amount received and paid since you last ruled off. Make sure that the total of the amounts column equals the total of the other columns.

Calculate

4. Write down the amount in the bank at the time of the last reconciliation. This is the opening balance for the current month. Add the total amount of money received (according to the cash book) since the last reconciliation.
5. Subtract the total amount paid (according to the cash book).
6. Add the total amount for un-presented cheques and subtract the total of any unbanked receipts in the cash book (the last banked amount should be recorded in the Banking column, and all receipts after that should not yet have been banked).

7. Check that the amount you have calculated is the same as the amount on the bottom of your bank statement. If not, repeat this process.

5.7. BUDGET/REPORTS

5.7.1. Annual Budget

A budget will be prepared for the period 1 July to 30 June each year to coincide with the period for the Statement of Financial Position and the Statement of Financial Performance. The budget is to be prepared in conjunction with the Committee Strategic Plan and must be completed by 30 November for the next reporting period. The budget should be prepared using the “accrual” (anticipated income & expenditure) accounting concept.

A copy of the budget is to be submitted to Council. See *Appendix 5e*

5.7.2. Treasurer’s Report

The Committee’s Treasurer will prepare a Treasurer’s Report for presentation at each Committee meeting. The report should inform other Committee members of the receipts and payments since the last report and include a banking reconciliation. A copy must be forwarded, with the minutes, to the Council following each meeting. See *Appendix 5f Treasurer’s Report*

5.8. ANNUAL FINANCIAL STATEMENTS

5.8.1. Annual Statements

The Statement of Financial Position

The Statement of Financial Position shows the financial worth of the Committee. Assets, liabilities and accumulated funds are separately disclosed – the net worth is the accumulated funds, that is, the assets less the liabilities.

Monies received by Committees, such as bond deposits on the hire of the centre, should be treated at year end as a sundry creditor since the monies will be repaid to the hirer upon satisfactory completion of the hiring terms.

See *Appendix 5g Statement of Financial Position*

The Income and Expenditure Statement (Statement of Financial Performance)

The income and expenditure statement shows how much the Committee received during the year, how much it paid out, and whether there was a surplus or deficit. This statement should be prepared based upon the concept of accrual accounting, so it will include items of expenditure incurred but not yet paid, and items of income earned but not yet received, as well as the actual receipts and payments.

A copy of the Treasurer’s Report and Financial Statements will be sent to the Chairperson of the Committee and Council.

See *Appendix 5g Statement of Financial Position*

The Auditor’s Statement

The important aspects of the Auditor’s Report is that it clearly expresses an opinion that the financial statements represent a true and fair view of the committee’s results for the period and financial position as at the end of the period.

See *Appendix 5h Audit Report*

Notes to the Accounts

Notes to the accounts are written by the auditor to provide additional information on any item in the Financial Statements. Examples would include a schedule of sundry debtors and sundry creditors, a list of capital expenditure for the period and list of deposits held.

The Annual Financial Statements prepared by the auditor should include a balance sheet, income and expenditure statement, notes to the accounts and auditor's report.

5.8.2. Closing off the Books

Immediately before the close of the Committee's financial year (30 June), the Treasurer will pay all outstanding bills and try to collect any outstanding monies.

This Financial Statement should summarise the receipts and payments for the year. Record the monthly totals of receipts and payments under the same headings used on the monthly pages. Add up the total for the twelve months for each column, and write these totals in a list.

Prepare a bank reconciliation for the year. The opening balance for the year is the closing balance from the previous year.

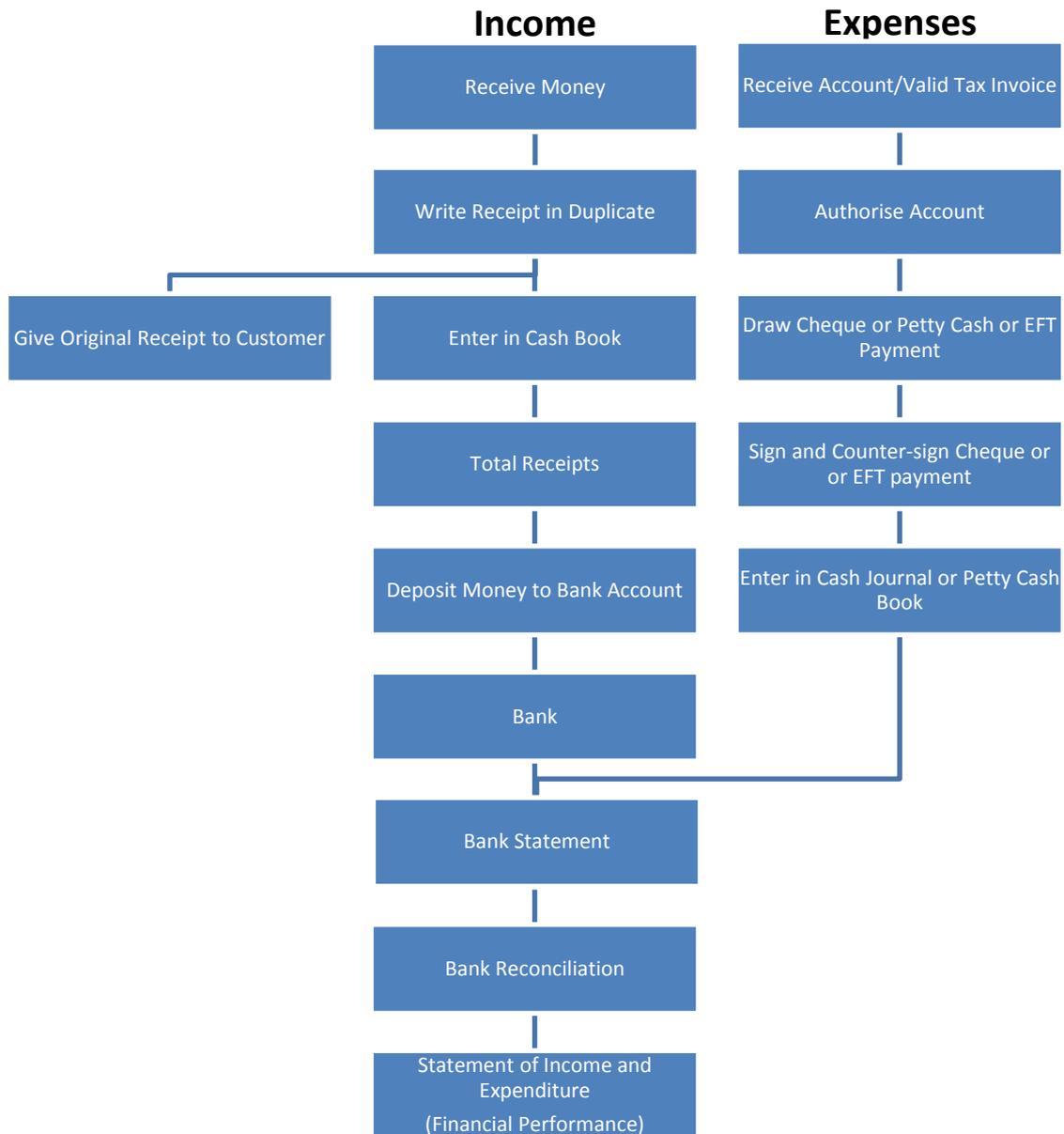
The cash book and other supporting documents (receipts, payment vouchers, cheque book, bank statements) shall then be forwarded to the Council for auditing by 31 August each year. Be sure to include references to any creditors and debtors that exist at the year end.

5.8.3. Audit of Accounts

The financial and related records must be available for audit after the end of each year and for any interim check which may be called by Council's internal or external auditors at any time during the year.

The auditor shall make a full and complete audit of the accounts of the Committee, using due care, skill and diligence, and shall certify whether in his/her opinion the statements of accounts are full and fair statements properly drawn up so as to exhibit a full and true view of the Committee's affairs and whether they are in accordance with the books of the Committee.

5.9. FINANCIAL FLOW CHART



Financial Forms

<i>Appendix 5a</i>	Cash Book – Income and Expenditure
<i>Appendix 5b</i>	Committee Cheque Payment Form/ Direct Payment Form (EFT)
<i>Appendix 5c</i>	Petty Cash Vouchers
<i>Appendix 5d</i>	Petty Cash Book
<i>Appendix 5e</i>	Financial Statements
<i>Appendix 5f</i>	Monthly Treasurers Report
<i>Appendix 5g</i>	Statement of Financial Position and Statement of Cash Flows
<i>Appendix 5h</i>	Audit Report

CASH BOOK**INCOME – JULY 2019**

RECEIPT DATE	DETAILS	RECEIPT	TOTAL	CASUAL HIRE	PERMANENT HIRE	BONDS RECEIVED	INTEREST	GST	BANKING	Deposit Date
1.7.2019	ABC Football Club	40135	320.00	200.00		100.00		20.00		
7.7.2019	Fitness Club	40136	550.00		500.00			50.00	870.00	
10.7.2019	Soccer Club	40137	270.00	200.00		50.00		20.00		
14.7.2019	P Smith	40138	160.00	100.00		50.00		10.00	430.00	
20.7.2019	T Jones	40139	385.00		350.00			35.00		
22.7.2019	J Citizen	40140	330.00		300.00			30.00	715.00	
24.7.2019	Bank Interest		12.50				12.50	-	12.50	
31.7.2019	Sewing Club	40141	55.00		50.00			5.00	55.00	
			2082.50	500.00	1200.00	200.00	12.50	170.00		

CASH BOOK**EXPENDITURE - JULY 2019**

DATE	PAYEE	CHEQUE	TOTAL	CLEANING	CONTRACT PAYMENTS	REPAIRS	PETTY CASH	TELEPHONE	BANK CHARGES	BONDS REFUNDED	TOTAL GST
1.7.2019	J Smith	100452	220.00	200.00							20.00
10.7.2019	Telstra	100453	79.20					72.00			7.20
15.7.2019	WSC	100454	1100.00		1,000.00						100.00
20.7.2019	Able F'ball Club	100455	100.00							100.00	-
22.7.2019	Cash	100456	44.55				40.50				4.05
31.7.2019	H Jones	100457	220.00	200.00							20.00
			1763.75	400.00	1,000.00	0.00	40.50	72.00	0.00	100.00	151.25

TAMWORTH REGIONAL COUNCIL
S355 COMMITTEE CHEQUE PAYMENT FORM /
DIRECT PAYMENT FORM (EFT)

Payee _____

Cheque No. / Direct Payment Reference No. _____

DATE	DETAILS	AMOUNT
	GST Payable	
	TOTAL (incl GST)	

Note: Tax Invoice attached to support payment.

I HEREBY CERTIFY THAT:

- (A) () These goods have been received in good condition as ordered
- () These services have been rendered
- () The refund is due

- (B) The computations of this account are correct
- (C) The prices charged are in accordance with contract/quotation
- (D) The prices charged are fair and reasonable

_____ (TREASURER)

I HEREBY CERTIFY THAT the above account was submitted to the Management Committee meeting on _____ and was authorised for payment.

_____ (CHAIRPERSON)

NOTE: This voucher should be marked as PAID once the cheque has been drawn or the direct payment processed.

PETTY CASH VOUCHERS

TAMWORTH REGIONAL COUNCIL	
PETTY CASH DOCKET	
Date	<u>06.07.19</u>
Details	<u>Purchase tea bags</u>
<hr/>	
<hr/>	
Amount	\$ <u>2.00</u>
GST	\$ <u>.20</u>

PETTY CASH BOOK

DATE	DESCRIPTION	DOCKET NO.	\$ GST EXCL.	GST \$	\$ GST INCL.
6.7.19	Tea Bags	1	2.00	.20	2.20
7.7.19	Train Fare	2	8.00	.80	8.80
9.7.19	Batteries	3	15.00	1.50	16.50
13.7.19	Photocopying	4	10.00	1.00	11.00
15.7.19	Miscellaneous	5	1.00	.10	1.10
20.7.19	Stationery	6	1.50	.15	1.65
27.7.19	Thumb Tacks	7	1.50	.15	1.65
30.7.19	Gloves	8	1.50	.15	1.65
	TOTAL PAGE		40.50	4.05	44.55
30.7.19	Cash on hand		5.45		
31.7.19	Cash Received		44.55		
	TOTAL FLOAT		50.00		

CHEQUE NO. _____

AUTHORISED BY: _____

FINANCIAL STATEMENTS**XYZ COMMUNITY CENTRE****ANNUAL BUDGET (EXCLUDING GST)****01.04.19 TO 31.03.2020**

		<u>2019</u> \$
<u>INCOME</u>		
Regular hire charges	11,000.00	
Casual hire	5,000.00	
Caretaker rent	2,000.00	
Red phone	500.00	
Bond forfeited	200.00	
Other	100.00	
Interest	200.00	19,000

		<u>2019</u> \$
<u>EXPENDITURE</u>		
Contract payments	9,000.00	
Capital expenditure	2,000.00	
Cleaning services	2,000.00	
Rates	500.00	
Water	500.00	
Electricity	2,000.00	
Cleaning materials	2,000.00	
Repairs	500.00	
AGL	500.00	
Stationery	50.00	
Bank Charges	40.00	19,090.00
		(90.00)

NON CASH EXPENDITURE

Volunteer Labour 200 hours @ \$20.00 per hour	4,000.00
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PREPARATION OF MONTHLY TREASURER'S REPORT

XYZ COMMUNITY CENTRE

Treasurer's Report – July 2019

Results for the month of July were favourable with a positive cash flow of \$318.75. This was consistent with results for the same period last year and is largely due to increased hall bookings.

Income and Expenditure for the Period 1/7/19 to 31/7/19Income

Hall Rentals - Casual	500.00	
- Permanent	1200.00	
Bank Interest	12.50	
Bonds Received	200.00	
GST Collected for ATO	170.00	2,082.50

Expenditure

Cleaning	400.00	
Telephone	72.00	
Petty Cash	40.50	
Bonds Refunded	100.00	
Contract Payments	1000.00	
GST Paid-recoverable from ATO	151.25	1,763.75

Net Result		<u>318.75</u>
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Confirmation of Accounts Paid

July cash payments of \$1,763.75 comprise the following cheques drawn and are hereby submitted to the committee for ratification. Most payments include GST.

<u>Cheque</u>	<u>Creditor</u>	<u>Cheque</u>	<u>Description</u>
100452	J Smith	220.00	Cleaning
100453	Telecom	79.20	Telephone
100454	WSC	1100.00	Contract payments
100455	ABC Football Club	100.00	Bond refund
100456	Cash	44.55	Petty Cash reimbursement
100457	H Jones	220.00	Cleaning
		<u>1763.75</u>	

**Section 355 Committee
Statement of Financial Position
for the year ended 30 June 2019**

	2018	2019
Current Assets		
Cash	12,500.00	11,000.00
Total Current Assets	12,500.00	11,000.00
Net Assets	12,500.00	11,000.00
Equity		
Accumulated Surplus	12,500.00	11,000.00
Total Equity	12,500.00	11,000.00

**Section 355 Committee
Statement of Financial Performance
for the year ended 30 June 2019**

	2018	2019
Expenses from Ordinary Activities		
Hall/Rec Maintenance	1,818.18	1,090.91
Fundraising Expenses	1,386.36	754.55
Printing & Stat	454.55	181.82
Bank Charges	50.00	30.00
Sundries	409.09	186.36
Total Expenses from Ordinary Activities	4,118.18	2,243.64
Revenue from Ordinary Activities		
Hall/Rec Hire	2,772.73	2,636.36
Fundraising Income	1,818.18	1,454.55
Interest	50.00	20.00
Sundries	904.55	386.36
GST Payable	72.72	236.37
Total Revenue from Ordinary Activities	5,618.18	4,733.64
Surplus/(Deficit) from Ordinary Activities	1,500.00	2,490.00

**Section 355 Committee
Statement of Cash Flows
for the year ended 30 June 2019**

	2018	2019
Cash flows from Operating Activities		
<i>Payments</i>		
Hall/Rec Maintenance	2,000.00	1,200.00
Fundraising Expenses	1,500.00	800.00
Printing & Stat	500.00	200.00
Bank Charges	50.00	30.00
Sundries	450.00	200.00
<i>Receipts</i>		
Hall/Rec Hire	3,000.00	2,900.00
Fundraising Income	2,000.00	1,600.00
Interest	50.00	20.00
Sundries	950.00	400.00
<i>Net Cash used in Operating Activities</i>	1,500.00	2,490.00
Cash at the beginning of the reporting period	11,000.00	8,510.00
Cash at the end of the reporting period	12,500.00	11,000.00

**Section 355 Committee
Bank Reconciliation as at 30 June 2019**

CASH BOOK BALANCE BROUGHT FORWARD AS AT 01.07.19		\$	11,000.00
add: Receipts		\$	6,000.00
less: Payments		\$	4,500.00
BALANCE AS PER CASH BOOK		\$	12,500.00
less: Unbanked Receipts		\$	0.00
add: Outstanding Cheques	50	\$	200.00
BALANCE AS PER BANK STATEMENT		\$	12,700.00

AUDIT REPORT

Section 355 Committee

I hereby certify that I have audited the books, receipts and accounts of the Section 355 Committee and the following statements are drawn up in accordance therewith:

Tamworth Regional Council Designated Officer

Issues from Audit:

Receipts:

Expenses:

Section 6 – MANAGEMENT OF FACILITIES

6.1. MANAGEMENT OF FACILITIES OVERVIEW

Liaison between the Committee and Council is essential to adequately maintain the facility.

The following documents are relative to this section:

- (a) Application for Hire of Community Facility/Sporting or Recreational Facility - refer to **Appendix 2e**
- (b) Building Maintenance Responsibilities – refer to **Appendix 2c**
- (c) Requisition for Maintenance – refer to **Appendix 6a**
- (d) Facility Hire Checklist – Refer to **Appendix 4b**
- (e) Inspection Checklist and Summary – refer to **Appendix 4a**

6.2. ACCEPTABLE HIRING PROCEDURES

6.2.1. Conditions of Hire

Hirers MUST sign a Hire Agreement which shows that they abide by the Conditions of Hire set out by the Committee, and in accordance with Council policies. See **Appendix 2e**

6.2.2. Fees and Charges

The schedule of fees and charges is not solely determined by Council however must be approved by Council, following a recommendation from the Committee.

Committees are to review their fees and charges annually at their Annual General Meeting and make recommendations to the Council.

All fees and charges attract GST. Council can advise the current GST rate applicable.

The Committee is not able to provide subsidies or waive hire fees. All requests concerning fee reduction must be referred to Council.

FEES AND CHARGES MAY NOT BE VARIED WITHOUT THE PRIOR WRITTEN APPROVAL OF COUNCIL

6.2.3. Damage Bond

The Committee must hold a hirer's bond to cover damage to the facility or equipment, or to cover the need for additional cleaning, where appropriate.

Hirers should be advised the bond will be refunded by cheque if all conditions of the hire are adhered to.

Any abnormal costs associated with the hire of the facility will be deducted from the bond including GST.

6.2.4. Consumption of Liquor

Committees are responsible for advising hirers of the conditions relating to the consumption of alcohol. The consumption of alcohol by persons under the age of 18 years and the sale of alcohol on the premises without a Functions Licence is prohibited.

Hirers wishing to sell alcohol can obtain applications for a Functions Licence from their local Police Station.

6.3. MAINTENANCE OF FACILITY

6.3.1. General

The Committee has responsibility for the overall cleanliness and maintenance of the facilities under their control. For details of Committee's responsibilities see *Appendix 2c*

Building Maintenance Responsibilities.

6.3.2. Purchasing

The Committee is able to take advantage of Council's purchasing options with approval from Council prior to any purchase. This may be an advantage to the Committee as the arrangement allows for Council to claim the GST at the time of purchase and the Committee does not have to wait until their GST return has been processed, speak with your Coordinator.

6.3.3. Contracting

With reference to the Building Maintenance Responsibilities *Appendix 2c* committees may need to engage the services of a contractor.

Committee responsibilities which require engagement of a contractor must:

- Ensure the contractor is registered and licensed;
- Ensure the contractor is inducted on to the site; and
- Ensure a copy of the contractor's Public Liability Insurance (\$20 million cover) is provided prior to being engaged. Council's insurance does not cover the contractor.

Council's maintenance responsibilities as identified on *Appendix 2c* are to be notified to Council immediately.

6.3.4. Maintenance Advice

A Committee can make a written request to Council to undertake facility upgrades or improvements not listed on the Building Maintenance Responsibilities. Refer to *Appendix 6a Request for Maintenance*.

6.4. PLANS OF MANAGEMENT

6.4.1. Strategic Plan for Facility

The Committee will provide Council with a Strategic Plan for the facility on an annual basis by 30 November.

The plan proposals will be prioritised by the Committee and referred to Council for endorsement. Upon gaining endorsement from Council, the prioritised list will be considered in conjunction with Council's Annual Budget and other available funding opportunities.

6.5. HIRE OF FACILITIES

6.5.1. Hire of a Community Facility

The main purpose of the Committee is to manage the hiring of community facilities. Each Committee should have a Booking Officer. Refer to the responsibilities of the Booking Officer in Section 2.

SECTION 6 MANAGEMENT OF FACILITIES

An application form is required to be completed prior to use of these facilities – See Hire Agreement Form – **Appendix 2e**.

Conditions of Hire for Community Facilities are outlined in **Appendix 2e** and must be acknowledged by hirer.

6.5.2. Hiring of Sporting Facility

An application form is required to be completed prior to use of these facilities – See **Hire Agreement Form - Appendix 2e**.

Conditions of Hire for Sporting Facilities are outlined in **Appendix 2e**.

Regular hirers/users must submit a hire application form each year at least two months prior to the commencement of the season nominating the dates and times of facility use.

Allocations of the sporting facilities will be made according to the applications received with regular seasonal hirers given priority. No allocations will be made to clubs who fail to submit an application form. All applicants will be advised of allocations and payment of the appropriate charges.

Request for Maintenance

RM Number: _____
(Council Reference Only)

Sportsground Park Building Other: _____

Facility: _____

Address: _____

Requested by: _____ Date: _____
(Committee)

Contact Person: _____ Phone: _____

Job Location: (eg ladies or gents toilet, kitchen etc) _____

Description of Work Required: _____

Signature: _____ Date: _____

Office Use Only:

Builder: _____ Plumber: _____

Electrician _____ Others _____

Priority:

Job Number: _____

Routine ASAP Urgent Emergency

Comments: _____

Completed By: _____ Date: _____

Section 7 – EVENTS

7.1 EVENTS OVERVIEW

To assist the Committees in the planning of an event, activity, stall or function, Council has developed **Event Management Guidelines**. Please contact your S355 Committee Coordinator who will provide you with a copy of the Guidelines and assist you with completing the appropriate forms.

It is crucial that the appropriate documentation and forms are completed correctly and lodged with Council within the timeframes outlined. Failure to do so could result in Council and/or Council's insurance not covering the event and/or providing financial assistance to this event.

As you can appreciate there is considerable amount of work and consents required for events. The recommended timeframes are as follows:

Small events e.g. Trivia Night, Social gatherings - Minimum of 8 weeks notice to Council

Medium events e.g. Market/Pickers Stalls - Minimum of 8 weeks notice to Council

Large events e.g. Festivals, Dinner dances, events requiring Road Closures, Market Days - Minimum 6 months notice to Council

Please contact your Coordinator in the first instance to determine the requirement for Development Consent for new events when you are planning market stalls.

7.1.1. Pre Event Analysis

A Pre Event Analysis is to be completed in the planning stages of the event. This form is to be returned to Council **as per the timeframe stated in 7.1.**

All requests for donations and/or funding to assist in hosting an event should be listed in the Pre Event Analysis. Requests for assistance that have not been listed in the Pre Event Analysis will not be considered. All Committees must examine the benefits of holding an event with the view of becoming self sustaining (no Council cash contribution) within three years of the first event. Refer to the following **Pre Event Analysis Form – Appendix 7a**

7.1.2. Road Closures

An application form for **Traffic Management for a Special Event** will need to be completed by the Committee prior to any road closures being considered. The completed form must be returned to Council **at least 6 months prior to the date of the event**, for approval. Please contact your Coordinator should you require Road Closures.

7.1.3. Risk Assessments

Risk Assessments for Events should be presented together with the Pre Events Analysis to your Coordinator to enable Council to assess and ensure adequate insurance cover is provided.

Risk assessments are specific to individual events. Please contact your Committee Coordinator to discuss a draft risk assessment for your event. A minimum of 2 Committee members must review and sign off on Risk Assessment. Please remember that the risk assessment must accompany the Pre Event Analysis, allow adequate time to prepare your risk assessment and meet the required timeframes for lodgement as detailed above.

7.1.4. Post Event Analysis

This form is to analyse the event and recognise and identify anything that was missed in the planning for the event so that the event can be improved next time it is held. This form is to

be completed and returned to Council **no later than 2 months after the event**. Refer to the following **Post Event Analysis Form – Appendix 7b**

7.1.5. Checklist for Promotion of your Event

To help promote your **approved** upcoming event including engaging key stakeholders such as Tamworth Regional Council (and their tourism arm Destination Tamworth), using social media and also letting local media know your event is on.

- Add your event to the Destination Tamworth website. Go to the 'Events' section of www.destinationtamworth.com.au and select 'Add your event'.
- Email event details to Tamworth Regional Council's Marketing and Communication Team via info@destinationtamworth.com.au including name of event, date, time, location and include any promotional materials already created such as a poster or flyer.
- Create a Facebook 'event' on your page. Ensure you include an exciting image that depicts the event, and helpful information about where, when and what the event is. Include any costs and RSVP details here also.
- Social media is a great (and free) way to let people know about your event. You can share your community event with local community pages – some are listed below. Please note, Tamworth Regional Council is not associated with these pages.
 - Tamworth Events-promos (over 5,600 followers)
 - Barraba, NSW (over 2,700 followers)
 - Manilla NSW What's On (over 1,900 followers)
 - Nundle Community Notice Board (over 837 members)
 - Kootingal & Moonbi Community Noticeboard (over 993 members)
 - Kootingal & Moonbi Neighbourhood Watch (over 3,061 members)
 - What's up Woolomin? (over 328 members)
- Local media love hearing about upcoming events, and often run a 'community calendar'. Send them your event details by contacting:
 - Northern Daily Leader mail.ndl@ruralpress.com
 - Manilla Express manxpres@bigpond.net.au
 - Barraba Gazette bargaz1@bigpond.net.au
 - 88.9FM info@tamworth889fm.com.au
 - ABC nenw@yourabc.net.au or nenw@abc.net.au
 - Community Connect <http://www.mycommunityconnect.com.au/>

Depending on the scale of your event, Tamworth Regional Council's Marketing and Communication Team may be able to assist with media and promotional support. It's important that you register your event details with them early, so that they can work with you in promoting it.

Section 355 Community Committees

Pre Event Analysis

This form must be completed and submitted to Tamworth Regional Council **at least six (6) months before the event**. Please direct any questions to your Coordinator.

Committee Name:	
Contact Person:	Office/Title:
Telephone:	Facsimile:
Secondary Contact:	Telephone:

Name of Event:

Event Start Date / Time:	Event Finish Date / Time:
Event Occurrence: (Annually, Bi-Annually etc.)	

Event Description:

Attendance How many people are expected to attend this event:
How many people from outside the town/location are expected to attend:
How many people attended this event last time it was held:

Planning and Management

Please complete the following table outlining the major planning stages of this event and when they are expected to be completed by.

Action:	Date:
<p>Notify Council</p> <p>Small events e.g. Trivia Night, Social gatherings - Minimum of 8 weeks notice to Council</p> <p>Medium events e.g. Market/Pickers Stalls - Minimum of 8 weeks notice to Council</p> <p>Large events e.g. Festivals, Dinner dances, events requiring Road Closures, Market Days - Minimum 6 months notice to Council</p>	
Promotion / Marketing	
Allocate volunteers roles	
Engage stakeholders – paid and unpaid	
Notify community services e.g. Police,	

What are the expected short and long term economic benefits this event will bring to the community?

Are there any Community Service Obligations in facilitating this event?

Event Budget			
Income:	\$	Expenditure:	\$
Admissions:		Administration:	
Fundraising:		Venue/Equipment Hire:	
Sponsorship:		Marketing:	
State/Federal Grants:		Other Event Costs: (Please itemise all costs over \$500.00)	
Council Contribution Requested:			
Other:			
Total:		Total:	

Other Comments:

Privacy Statement

Any personal information you have supplied to or is collected by the Council will only be collected, stored and processed by the Council for lawful purposes directly related to the functions and activities of the Council. The information supplied will assist Council in assessing your application. Failure to supply the information may result in delays and/or rejection.

Signature

I certify that all details supplied in this form are true and correct to the best of my knowledge and that the form has been submitted with the full knowledge and agreement of the committee.

Signature: _____ Date: _____

Section 355 Community Committees

Post Event Analysis

This form must be completed and submitted to Tamworth Regional Council **no later than two (2) months after the event**. Please direct any questions to your coordinator.

Committee Name:	
Contact Person:	Office/Title:
Telephone:	Facsimile:
Secondary Contact:	Telephone:

Name of Event:

Event Start Date / Time:	Event Finish Date / Time:
--------------------------	---------------------------

Overall Event: (how did it go?)

What elements could have been improved:

--

Attendance

How many people are attended this event:

How many people from outside the town/location attended to event:

Planning and Management

Please complete the following table outlining the major planning stages of this event and the result.

Action:	Result:

Were the expected short and long term economic benefits of this event achieved and how?

Funding

Cash Donation from Council

Amount Received: \$

(Please detail below how this money was expended.)

Event Statement			
Income:	\$	Expenditure:	\$
Admissions:		Administration:	
Fundraising:		Venue/Equipment Hire:	
Sponsorship:		Marketing:	
State/Federal Grants:		Other Event Costs: (Please itemise all costs over \$500.00)	
Council Contribution Requested:			
Other:			
Total:		Total:	

Other Comments:

Privacy Statement

Any personal information you have supplied to or is collected by the Council will only be collected, stored and processed by the Council for lawful purposes directly related to the functions and activities of the Council. The information supplied will assist Council in assessing your application. Failure to supply the information may result in delays and/or rejection.

Signature

I certify that all details supplied in this form are true and correct to the best of my knowledge and that the form has been submitted with the full knowledge and agreement of the committee.

Signature: _____ Date: _____

Section 8 – FUNDRAISING AND GRANTS

8.1 FUNDRAISING

8.1.1 Qualification as a ‘Charitable Purpose’

At common law, there are four 'heads of charity'. S355 Committees would come under the fourth being “*any other purpose beneficial to the community*”.

Under the *Charitable Fund Raising Act 1991*, a charitable purpose also includes any benevolent, philanthropic or patriotic purpose. Generally, appeals to the public to assist members of the community or for causes of benefit to the community.

8.1.2 Do you need Council Approval to Fundraise?

Yes, a Section 355 Committee must seek Council approval prior to any fundraising activity.

8.2 GRANTS

Identifying Grants and Funding Opportunities:

1. Decide what you need a grant for. Is this item listed in your Committee’s current/adopted Strategic Plan? If not, seek Council approval to apply for funding. Consult your Coordinator.
2. Grant guidelines generally state what is eligible and ineligible for any particular grant.
3. Before you begin:
 - Ensure your budget is detailed and includes everything from stationery to promotion and equipment. Include absolutely every item that will be utilised in the project.
 - Check the guidelines; you may be able to add in a percentage for administration or project costs.
 - When obtaining quotations for your budget, go to local suppliers wherever you can. Check funding guidelines for the number of quotes required.
 - Grant providers like to see the funds supporting the community wherever possible.
4. Some grants are ongoing (no closing date) and some have specific rounds (publicised opening and closing dates). Be proactive towards grants; be aware of what grants are available to your Committee and what their applicable timeframes are. Your Coordinator will advise of available opportunities as they arise.
5. **Once you have completed your application, forward it to your Coordinator for approval to submit. Please allow ample time (10 working days) for your Coordinator to review and clarify any matters.**

SECTION 9 - AMENDMENT REGISTER

Date	Item/s Page/s	Changes
13/03/2020	All	Original Issue
07/05/2021	6	Paragraph 5 amended
07/05/2021	22, 23	Removed (blank pages inserted)

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