# Community Management of Halls and other Council Land and Facilities Policy

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| Policy Type | Governance Policy | Version: | 3.1 |
| Responsible Officer | Manager Customer & Community Services | Date Approved: | 21/08/2024 |
| Review Officer: | Manager Customer & Community Services | Review Due: | 24/12/2027 |
| Author: | Manager Customer & Community Services | Commencement: | 21/08/2024 |

## 1. PURPOSE

The purpose of this policy is to set out the community tenure arrangements and levels of Council subsidy for the community management of Council owned halls, land and other facilities, on a non-exclusive basis for community use and benefit.

This policy covers community tenure arrangements where a local management group of community members is managing:

1. A council hall on behalf of the community for use by community members with the aim of increasing utilisation of the Council owned hall; or

2. Improvements to a parcel of Council land or establishment of a facility on Council land that has been initiated and led by the management group on behalf of the community for free public access and use of the land or facility.

This policy:

- Sets out the level of Council subsidy and management group responsibilities for each type of community tenure;

- Provides clarity on the scope and purpose of non-exclusive community management agreements;

- Defines the relationships and responsibilities of Council, management groups and facility users;

- Details a partnership approach to the community management of halls, land or other facilities, where Council supports management groups to manage the asset.

Through the provision of a coherent policy framework for management groups, Council will ensure that fair, equitable and ongoing usage is achieved for community groups and residents.

## 2. SCOPE

This policy applies to:

- Type 4 Community Tenure: Community management of Council owned halls by a local management group on behalf of the community; and

- Type 5 Community Tenure: Community management of Council land or facilities by a local management group on behalf of the community for free public use and access.

This policy does not apply to the following types of tenure arrangements with community groups which are covered by other Council policies and procedures:

- Commercial leases with businesses operating for the profit or gain of its individual members;

- Agreements for exclusive use of defined land and facilities or space within a multi-purpose Council facility (Type 1, 2 and 3 Community Tenure);

- Casual hall hire arrangements.

## 3. POLICY STATEMENT

Council recognises the significant community benefits to be gained by supporting the community management of halls, land and other facilities such as sports fields, tennis courts and amenities blocks, in towns and districts in the shire.

The community management of these assets is a commitment by Council to re-position community halls, land and facilities in local communities as well used and valued community assets. Community management groups responsible for the management of the hall, land or facility are drawn from the community serviced by the asset. They have intimate knowledge of how best to manage the land or facility to increase usage in ways that suit unique local characteristics and issues.

The asset is, and will remain, the property of Council, however the issuing of a non-exclusive community Management Agreement enables the management group to manage the asset on a long-term basis as it sees fit.

### 3.1 OBJECTIVES

- Support local management groups to manage community halls, land or facilities to become well used and valued spaces for a diverse range of community, recreational and sporting activities, to enhance community connectedness, liveability and wellbeing in the Shire.
- Support the management group to competently manage usage and the asset as they see fit.
- Increase the capacity of the management group by providing security of tenure to occupy and invest in assets and access grants for the benefit of the community.
- Outline Council's level of subsidy and the responsibilities held by Council and the Management Group to manage the asset.
- Ensure decisions regarding non-exclusive community management agreements are made in a transparent, consistent and fair manner, whilst allowing some flexibility to take into account special circumstances.

## 3.2 ELIGIBILITY

### Definition of Management Group

For the purposes of this policy, eligible management groups are not-for-profit community groups which manage and operate Council owned halls, land and other facilities, on a non-exclusive basis, for the benefit of the community rather than for the primary benefit of the group's members.

A management group eligible to enter into a non-exclusive agreement is defined as:

a) A not for profit, incorporated, group or association of persons with the primary aim of providing services for community benefit;
b) A community group that relies predominantly on volunteer labour, community fundraising, membership fees and donations; and
c) A community group that does not receive state or federal government operational grants and does not reply on a fee for service business model.

### General Exclusions

This policy excludes the following groups and facilities:

a) Groups who do not meet the definition of a community group as defined in this policy, Section 3.2;
b) Facilities where community groups undertake only commercial activities;
c) Community assets that are managed by community groups under an exclusive use agreement, for example sporting clubs;
d) Political groups and
e) Community groups where religious worship is the primary purpose.

**Exception**
Council will consider negotiating a subsided community tenure arrangement with a not-for-profit community organisation that does not meet the definition of an eligible Community Group at Section 3.2, should the community group request non-exclusive use of Council land, facilities or premises to lead and develop a community asset for community benefit including free public access.

The terms and conditions of the tenure agreement will be in accordance with the relevant Type Four or Type Five Community Tenure level of Council subsidy with approval by Resolution of the Council.

## 3.3 TYPE FOUR COMMUNITY TENURE – COMMUNITY MANAGEMENT OF COUNCIL HALLS

### a) Management Group

- The eligible management group must be a not-for-profit incorporated legal body that can insure and protect members, conduct activities or improve facilities for community benefit.

- The primary focus of the management group is to ensure the fair, equitable and ongoing usage of the hall by the management group, community groups, clubs, associations, societies, the general public and Council.

- The management group will manage the day-to-day operation of the hall in accordance with the terms and conditions of the Community Management of Council Halls Agreement and will be responsible for operating expenses.

- The management group will aim to manage bookings and activities in such a way as to ensure full utilisation of the hall.

- Full and adequate books of accounts and booking records will be established and kept by the management group and provided to Council on request.

- The management group will provide Council with a copy of their annual general meeting (AGM) minutes.

- The management group will provide Council with usage information by the first working day of each month, or as requested. The information required will be agreed to between Council and the management group.

- Where the management group is also a user group of the hall, the management group agrees to adopt a usage plan detailing how the facility will be available to user groups 80% of the time.

**b) Council Assistance**

- Council recognises the community benefits from the efforts of volunteer management groups managing Council-owned halls to increase the community's use of the halls. The primary beneficiaries are community members and rate payers, and not the management group's members. Therefore, Council provides a significant level of assistance to support the tenure arrangement.

- The management group and Council share maintenance responsibilities and Council is responsible for major maintenance. Council does not charge the management group rates and utilities for the hall and may cover other costs depending on the layout of the facility e.g., public toilet cleaning and grounds maintenance.

- This level of subsidy is fair and reasonable as the group is managing the hall on behalf of the community for community benefit, yet halls have some revenue raising capacity which the management group can use to cover operating expenses such as power and cleaning.

**c) Community Management of Council Halls Agreement**

- A non-exclusive Community Management of Council Halls Agreement (Agreement) grants the management group the right to operate, use and manage the hall in accordance with the Management Agreement and the usage plan.

- The Agreement will commence on the date it is executed and continues in perpetuity until Council or the management group provides written notice to the other party, three months prior to the intended end date of the agreement, or in the case that the management group ceases to operate.

- The management group can request a management agreement for a specified period. This request will be assessed on a case by case basis.

- The management group and a Council representative will review the management agreement on an as needs / as requested basis.

**d) Management and Use of Council Halls**

- The management group will take all reasonable steps to advertise and encourage shared use of the hall by community groups, clubs, associations, societies and the general public to increase community utilisation of the hall.

- The management group, if required, may utilise a small area of the hall for administration purposes and as an office for the management group.

- Where appropriate the management group will determine appropriate fees to be charged for use of the hall and are to be set at a level to ensure full and equitable access to and availability of the facility for the whole community.

- The management group may, at its discretion, reduce or waive any fees they have set for hiring of the hall.

- The management group will have discretionary power to make certain decisions relevant to user groups or other groups or individuals who may seek to utilise the hall, and the extent of this discretionary power is outlined in the management agreement.

- Fees derived by the management group in the operation and management of the hall shall be used to cover the operating expenses for the hall.

## 3.4 TYPE FIVE COMMUNITY TENURE: COMMUNITY MANAGEMENT OF COUNCIL LAND OR FACILITIES

**a) Management Group**

- The management group must be a not-for-profit incorporated legal body that can insure and protect members, conduct activities or improve facilities for community benefit.

- The management group is fully responsible for the facility or improvements to the parcel of Council land it has initiated and developed.

- The management group will take all reasonable steps to advertise and encourage free public use of the community asset it has developed on Council land.

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- The management group will manage the activities or improvements on the Council land in accordance with the terms and conditions of the Community Management of Council Land and Facilities Agreement and will be responsible for all associated costs.

**b) Council Assistance**

- Council recognises the community benefits from the management group establishing and managing a facility/asset on behalf of the community for free community use and enjoyment, such as walking trails, basketball court or environmental park. The primary beneficiaries are community members and not the management group's members.

- Therefore, Council's contribution is the provision of land at no cost, most often reserve land for which Council is Trustee, for the project.

- Council does not charge rates and utilities for the property.

- This level of subsidy is fair and reasonable as it is a facility/asset for community benefit and free public access, but the project was initiated and led by the group and the group may have access to grant funds for establishment and ongoing maintenance/upgrades.

### c) Community Management of Council Land/Facilities Agreement

- A Community Management of Council Land/Facilities Agreement (Agreement) grants the management group the right to operate, use and manage the land and improvements on the land for free public access and use in accordance with the Agreement.

- The Agreement will commence on the date it is executed and continues in perpetuity until Council or the management group provides written notice to the other party, three months prior to the intended end date of the agreement, or in the case that the management group ceases to operate.

- The management group can request a management agreement for a specified period of time. This request will be assessed on a case by case basis.

- The management group and a Council representative will review the management agreement on an as needs / as requested basis.

## 4. COMMUNITY GROUP AND COUNCIL RESPONSIBILITIES

A consolidated summary of the respective responsibilities of Council and community groups with exclusive use tenures is presented in the Table on the following pages.

| | | **Type 4 Community Tenure: Community Management of Halls** | | **Type 5 Community Tenure: Non-Exclusive Use and Management of Council Land / Facilities** | |
|---|---|---|---|---|---|
| **No.** | **Item** | **Management Group** | **Council** | **Management Group** | **Council** |
| 1 | Rent | No rent charged to groups with no commercial operations. | | | |
| 2 | Legal Costs/Admin Fee for preparation and maintenance of Agreement | No charge provided the standard documents are used | | | |
| 3 | Operating expenses including cleaning, gas, telephone, administration | ✓ | ✗ | ✓ | ✗ |
| 4 | Insurance – Public Liability | ✓ | ✗ | ✓ | ✗ |
| 5 | Insurance - contents/chattels | ✓ | ✗ | ✓ | ✗ |
| 6 | Insurance - general building at management group's discretion | ✓ | ✗ | ✓ | ✗ |
| 7 | Waste disposal | ✓ | ✗ | ✓ | ✗ |

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| 8 | Workplace Health and Safety | ✓ | ✗ | ✓ | ✗ |
| 9 | Electrical equipment testing and tagging | ✗ | ✓ | ✓ | ✗ |
| 10 | Fire equipment maintenance and compliance | ✗ | ✓ | ✓ | ✗ |
| 11 | Furniture and equipment – purchase, repair and replacement | ✓ | ✗ | ✓ | ✗ |
| 12 | Cost to repair facility damage including vandalism and graffiti removal | ✓ | ✗ | ✓ | ✗ |
| 13 | Water and Electricity consumption costs (sole or shared connections) | ✓ | ✗ | ✓ | ✗ |
| 14 | Septic tank maintenance (sole or shared connections) | ✓ | ✗ | ✓ | ✗ |
| 15 | Minor maintenance and refurbishments + grounds maintenance | ✓ | ✗ | ✓ | ✗ |
| 16 | Major maintenance, refurbishments and renewals | ✗ | ✓ | ✓ | ✗ |
| 17 | RCD testing and tagging | ✗ | ✓ | ✓ | ✗ |
| 18 | Building fire and safety compliance | ✗ | ✓ | ✓ | ✗ |
| 19 | General property rates and utility charges | **Not Charged** | | | |
| 20 | Promotion of facility for community utilisation | ✓ | ✓ at Council's discretion | ✓ | ✗ |
| 21 | Administrative records for community utilisation | ✓ | ✗ | NA | NA |
| 22 | User/hire agreements and fee collection | ✓ | ✗ | NA | NA |

**Explanatory Notes:**

**1** Council does not charge for legal costs or other costs associated with the preparation and maintenance of agreements provided the standard documents are utilised. This applies to all groups with community tenure, including those with commercial operations.

**2** Management groups are not charged rent.

**3-12** These items are the responsibility of all management groups with tenure to occupy and use Council land or facilities, irrespective of the type of community tenure.

**13-20** These items involve responsibilities that may be shared between Council and the management group depending on factors outlined in the specific item.

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**4** The management group must at its own cost maintain public liability insurance having a minimum limit of twenty million dollars.

**5** Each management group is responsible for insuring chattels and contents, at its discretion and own expense. Council is not responsible for insuring the furniture or equipment or other unspecified contents contained within facilities and accepts no liability for equipment owned by the management group.

**6** Management groups with facility tenure are responsible for general building insurance, including Management groups managing land and facilities on behalf of the community such as community halls. However, each Community group can decide to effect general building insurance at its discretion and own expense.

**7** Waste disposal is the responsibility of all management groups including organising and paying for their own waste disposal.

**8** All management groups with a type of community tenure are responsible for complying with the relevant workplace health and safety requirements.

**9-10** Council is responsible for the testing and tagging of electrical equipment and for fire equipment maintenance and compliance for Type 4 Community Tenure arrangements as the Management Group is managing the hall on behalf of the community at the request of Council.

**11** All management groups are responsible for the purchase, repair and replacement of their own equipment and furniture.

**12** It is the responsibility of all management groups to repair any asset damage including costs associated with, or arising from, anti-social behaviour.

**3** In principle, it is the responsibility of each management group to pay for the Group's **electricity and water consumption costs** to ensure these resources are managed in a responsible and sustainable manner. In practice, the assignment of these respective responsibilities depends on whether the facility (hall, clubhouse, building) or parcel of land (sports field, walking trails) has a separate water connection and a separate electricity connection for each management group with facility tenure and whether public amenities/spaces are connected.

The most common arrangement is one management group with tenure for one facility/parcel of land with **a sole water connection and a sole electricity connection**. The management group with facility tenure is therefore responsible for paying all water and electricity costs.

Under the Community Partnerships Program, financial assistance is available to eligible, not for profit community organisations for water consumption fees, by application to the Program.

Less common is a facility with **shared connections for water and/or electricity** such as a multi- purpose facility or hall. This generally involves more than one community group/management group with facility tenure and public amenities may or may not be connected. In this case, the costs will be shared on a pro-rata basis with Council contributing the water and/or electricity costs for the public amenities such as toilets or sports fields. If the administration of a pro-rata payment system is not feasible when public amenities are connected, Council will pay all water and electricity costs for the facility.

**14** It is the responsibility of each management group to contribute to the maintenance of the facility's septic system on a pro-rata basis. Where the facility has one septic tank and public amenities are attached, the septic system maintenance costs will be met by Council.

**15-16** **Minor Maintenance** is defined as a sensible and practical repair on a like-for-like basis for the continuance of operations, preservation, protection, repair to and upkeep, normally lasting no longer than one day. It can also include tangible changes to improve service delivery within the asset.

**Major Maintenance** is defined as maintenance which is either infrequent in nature or which is scheduled on a non-routine basis and may require setting aside funds over time or issuing additional debt to fund it.

**Management groups with Type 4 Community Tenure** for the non-exclusive use of the community hall are responsible for all minor maintenance of the facility. Council is responsible for major maintenance of the facility. This is fair and reasonable as the Management group does not have exclusive use and is managing the community hall for community use, often at the request of Council.

However, Council reserves the right to not undertake major maintenance on facilities under a **Type 4 Community Tenure agreement**. Should this occur the Management group will be issued with a Notice to Terminate the Agreement. Such notice will be in writing and be served not less than three (3) months prior to the intended date of termination.
It is fair and reasonable that groups with a **Type 5 Community Tenure** are responsible for all maintenance as the land and facilities were initiated, led, and developed by the community group and not by Council and the group often has access to grant funds for establishment, upgrades and renewals. Council will consider a request for maintenance assistance on a case-by-case basis.

**17** For similar reasons outlined at Item 16, Management groups with a Type 5 Community Tenure are responsible for Residual Current Device (RCD) testing obligations within the Facility. Council is responsible for Residual Current Device (RCD) testing obligations for Community groups with Type 4 Community Tenures.

**18** For similar reasons outlined at Item 16, Management groups with Type 5 Community Tenures are responsible for meeting building fire safety compliance. Council is responsible for building fire safety compliance including providing facility evacuation plans for facilities occupied by Community groups with Type Type 4 Community Tenures.

**19** Management groups with Type 4 & Type 5 Community Tenures are managing a community hall or another community asset or facility on behalf of the community and not for the sole benefit of group members, so are not charged rates and services.

**20** Management Groups responsible for community halls are required to promote the community hall to increase community utilisation. Council may assist at its discretion and in consultation with the Management Group for the respective hall. Management groups managing other community assets will promote and encourage community access at its own discretion and cost.

**21** Management Groups are required to keep administrative records for public utilisation including accounts, monthly usage statistics and other records reflecting the management of the facility. Management groups with a Type 5 Community Tenure to manage other types of community assets for public utilisation should keep relevant records as required.

**22** Management Groups with a Type 4 Community Tenure to manage community halls are responsible for ensuring user/hall hire agreements are in place with all user groups and that fees are collected and accounted for appropriately.

## 5. REPORTING

No additional reporting is required.

## 6. DEFINITIONS

*Management group* – means an incorporated not for profit community group. Refer definition of an eligible community group at Section 3.2 of the Policy.

*Management Agreement* – means a tenure instrument used to execute the non-exclusive use and operation arrangements of council halls, land and other facilities.

*User group* – means community groups, clubs, associations, societies formed for a particular purpose or activity.

## 7. RELATED DOCUMENTS AND REFERENCES

*Community Group Exclusive Use of Council Land and Facilities Policy* (MSC)
*Community Partnership Program Policy* (MSC)

*Standard Requirements for Public Liability Insurance for Approval Holders* (MSC)

## 8. REVIEW

It is the responsibility of the Manager Customer & Community Services to monitor the adequacy of this policy and implement and approve appropriate changes. This policy will be formally reviewed every four (4) years or as required by Council.