



DRAFT

Policy:

**Hire of Council Facilities,
Plant and Equipment**

2020

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Related Legislation*	<i>NSW Local Government Act 1993 NSW Local Government (General) Regulations 2005</i>
Related Policies	<i>Infrastructure Asset Management Policy</i>
Related Procedures/ Protocols, Statements, documents	<i>Asset Management Strategy Asset Management Plan</i>

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1. OBJECTIVES

The purpose of this policy is to provide a framework for the equitable, efficient and effective management of the private hire of Council owned assets, being facilities, plant, and equipment. This includes clear parameters around the hire of Council assets in accordance with Council’s annually adopted schedule of Fees and Charges, and alternate arrangements when no fee or charge has been levied for the current financial year.

2. SCOPE

This policy applies to any group, entity, or individual, including Council officials and Council staff who seek to hire Council assets and Council facilities.

This policy applies to Council assets which are available for periodic hire. This policy does not apply to Council properties for which contractual leases have been established.

3. DEFINITIONS

Council officials	Councillors, council employees, council committee members, delegates of council, volunteers.
Council staff	Council employees responsible for the hiring out of Council assets.
Council assets	Council assets available for hire including property, facilities, plant, and equipment.
Council facilities	Council facilities available for hire including meeting rooms, community halls, sports venues and grounds.
Council equipment	Council owned equipment available for hire as set out in Council’s Fees and Charges.
Council plant	Council owned plant available for hire as set out in Council’s Fees and Charges.
Hirer	A group, individual, or entity who hires a Council asset.
Lessee	A group, individual, or entity who leases Council facilities by way of a lease agreement.
Licensee	A group, individual, or entity who hires Council facilities by way of a licence agreement.
Hire agreement	Agreement between Council staff and Hirer setting out Council’s terms and conditions for the agreed use and hire of a Council asset.
Council Committee	A designated Committee of Council with delegated authority of Council or Advisory Committee.
Committee group	A committee independent to Uralla Shire Council whose core functions may be related to Council’s functions and services.
Community Organisation	A Not for Profit organisation operating primarily in the Uralla Shire.
Community Group	An unincorporated club or group of people engaged in a shared activity, hobby, or social and cultural exchange which provides community benefit.
Private Organisation	A private or commercial organisation which operates on a for-profit basis.
Individual	A person or group of people who are not operating as a community group or any other type of organisation.

External groups and organisations	External entities based outside of the Uralla Shire Local Government Area, whose primary functions or place of activity is not located within the Uralla Shire.
Core Council function	An essential service or activity of Council as set out under the <i>NSW Local Government Act 1993</i> or as determined by the NSW State or Federal Government.

4. STATEMENT

Uralla Shire Council is responsible for the management of a range of assets available for use by residents, organisations, businesses, and visitors to Uralla Shire. Effective management of Council assets is fundamental to their long term sustainability and ensures Council facilities and Council equipment are used in a manner which is both safe and equitable.

It is not the intention of Council to directly compete with local businesses or contractors for the provision of services they provide. The hiring of Council facilities, plant and equipment is not a core function of Council and is provided so as to secure access to facilities or equipment to the hirer within reasonable cost-effective means which might otherwise be unavailable. Council does not promote or seek any monopoly over these functions and hirers may wish to seek alternative quotations or hire options through other organisations.

Council recognises its commitment to the Uralla Shire first and foremost and will prioritise the interests of the local community when external groups or organisations seek the hire of Council assets. Priority for use of Council assets, labour and any other resources is to be given to Council's operational functions and works program at all times.

5. STRATEGIC AND LEGISLATIVE CONTEXT

In line with the Community Goals as set out in the Community Strategic Plan 2017-2027, Council is committed to providing services based on the principals of community participation, safety, diversity, accessibility, environmental sustainability, transparency, and efficient use of its financial resources.

Council is limited under the *NSW Local Government Act 1993* by how it can levy fees and charges for the services it provides. Council is also restricted in what services it can provide free of charge.

6. COUNCIL FACILITIES

6.1 Method of Facilities Hire

Certain Council facilities are available for hire in accordance with hire fees set out in Council's adopted schedule of Fees and Charges.

Enquiries for booking the hire of Council facilities are to be made by completing the Council Facilities Booking Form and submitting to Council staff via email at council@uralla.nsw.gov.au, by post to PO Box 106 Uralla NSW 2358, or in person at the Council Administration Centre Customer Service Desk.

Council staff will provide a copy of the approved Council Facilities Booking Form to the Hirer. Once approved, this form shall constitute the hire agreement and set out the terms and conditions of hire.

6.2 Order of Preference and Cancellations

Preference for use of all Council facilities is given to Council and Council Committees. While Council staff will attempt to make alternate arrangements, in the case when a hire agreement has been entered into for use of a Council facility which later conflicts with a core Council function, the hire agreement will be negated and full refund provided to the hirer.

Hirers may cancel any hire agreement with Council providing notice as set out in the terms and conditions of the hire agreement. Cancellations made by hirers with less than 10 days' notice prior to the hire date may incur a cancellation fee. Hire fees may not be refunded if a cancellation is made after the hire date.

6.3 Access to Facilities

For bookings outside of normal business hours, the hirer is to meet the costs of Council officials being available on-site to provide access, set up any equipment which may be required, remain on-site for the duration of the hire, and secure the facilities at the completion of the usage. The rates for this staff member and all hiring costs, including any bond applicable, will be determined in accordance with Council's adopted schedule of Fees and Charges or on a cost recovery basis, and will be subject to appropriate penalty rates.

6.4 Hire Agreements

Hire agreements of Council facilities fall under the following methods: lease agreements, licence agreements, regular repeating use, seasonal use hire, and single use hire.

Lease Agreements

A lease agreement provides the hirer with exclusive occupancy of Council facilities for an agreed period of time. The lessee has use of the leased facility under clearly stated terms and conditions.

Under the lease agreement the lessee pays all costs associated with the operation of the facility including minor and major maintenance, utility charges, water costs, rates, kerbside rubbish collection, and any other costs associated with the normal operation of that facility.

Lease terms will be subject to negotiation although generally up to a maximum of five (5) years.

Due to the exclusive nature of this agreement, a Lease Agreement is only issued in exceptional circumstances.

Licence Agreements

A licence agreement provides the hirer with a permit to use a facility for an agreed purpose for an agreed period of time. Licences do not provide the licensee with exclusive occupancy rights to the Council facility. The licensee has use of the Council facility under clearly stated terms and conditions of the licence agreement.

Under a licence agreement, the licensee pays the facility fee as set out in Council's annually adopted fees and charges and may be required to pay reasonable maintenance costs associated with the normal operation of the facility.

Licensees must hold suitable Public Liability insurance at a minimum amount of \$20 million.

Licence periods will be subject to negotiation with a maximum term of up to one (1) year.

Regular Repeating Use Hire

Regular repeating use hire provides the hirer with access to and use of a Council facility on a regular repeating basis (i.e. once a week or once a month) over an extended period of time but not more than one (1) year.

Under a regular repeating use hire agreement, the hirer pays the facility fee as set out in Council's annually adopted schedule of fees and charges. Council is responsible for the majority of the costs associated with the facility.

Seasonal Use Hire

Seasonal use provides the hirer with access to and continuous use of a Council facility over an extended period of time but not more than 90 days.

Under a seasonal use hire agreement, the hirer pays the facility fee as set out in Council's annually adopted schedule of fees and charges. Council is responsible for the majority of the costs associated with the facility.

Single Use Hire

All other applications for hire are on a single use or one-off basis. The hire period of a single use hire agreement is not to exceed a period of five (5) days.

6.5 Developmental Consent

Should the proposed use or activity undertaken as part of the facility hire require developmental consent, Council officials will communicate to the hirer that such consent is required and a Development Application must be lodged by the hirer or their representative prior to the hire agreement being issued.

Council officials will undertake reasonable steps to process related Development Applications in a timely fashion in order to enable the hirer to undertake the proposed activity at the proposed time, however due to timeframes and circumstances specific to the situation it may not be practical to do so.

6.6 Additional Conditions

Additional conditions for specific Council facilities are set out below.

Council Chambers

Priority for use of Council chambers is reserved for public meetings of Council, Council committees, committee groups, and other governmental functions.

Council chambers is not available for hire by private organisations or by individuals for private functions or recreational use.

Mayor's Office

Outside of usual Mayoral office hours the Mayor's office is primarily reserved for use by Council officials and will be given first preference.

The Mayor's office may be reserved for use by Council committees during ordinary business hours. Council committees and committee groups are able to reserve use of the Mayor's office if at least one (1) Council official is a member of the committee and present at the meeting.

The Mayor's office is not available for hire to community organisations, community groups, private organisations, or individuals.

Room bookings for the Mayor's office are managed solely by the Senior Executive Officer.

Uralla Swimming Pool

Booking preferences for the hire of the Uralla Swimming Pool will be given based on the following:

- (a) Schools based in the Uralla Shire
- (b) School Carnival Days
- (c) Educational programs and campaigns
- (d) Sports Days

Bundarra School of Arts Hall

The management and oversight of the hire of the Bundarra School of Arts Hall has been delegated to the Bundarra School of Arts Hall Committee but are still subject to the terms of this policy.

7. COUNCIL EQUIPMENT

7.1 Method of Equipment Hire

Council equipment is available for private hire if not required for operational use in accordance with hire fees set out in Council's adopted Fees and Charges.

Requests for hire of Council equipment are to be made in writing to Council staff via email at council@uralla.nsw.gov.au, by post to PO Box 106 Uralla NSW 2358, or in person at the Council Administration Centre Customer Service Desk.

Hirers whose requests for hire of Council equipment which have been approved shall be notified in writing. Hirers will be provided with a Hire Agreement which sets out the terms and conditions specific to the hire.

7.2 General Terms of Hire

The hirer must ensure that the equipment and the event for which the equipment will be used is/are covered by appropriate public liability/risk insurance to the value of \$20 million. A copy of the Certificate of Currency must be provided prior to the commencement of the hire period.

The hirer must at all times ensure that Council equipment is handled, transported and stored with due care and ensure the safety of the equipment and the public.

Council equipment must remain in the possession of the hirer during the term of the hire agreement. The hirer is not authorised to sub-hire or lend Council equipment to any third party during the term of the hire agreement.

It is the responsibility of the hirer to meet the full cost of repairs of any item found to be damaged or the full replacement cost of any item missing from the equipment after return. Council equipment is to be returned to Council premises in a clean and fully serviceable condition.

Additional terms and conditions may apply and will be provided to the Hirer in writing in the form of the hire agreement.

7.3 Hire of Council Equipment or undertaking works when no Fee or Charge has been determined

There may be circumstances in which no fee or charge has been determined in the adopted schedule of Fees and Charges for Council plant or equipment which is then subsequently deemed available for hire, whether due to recent acquisition or administrative error.

Should Council receive a reasonable request for hire of Council equipment for which no fee or charge has been adopted, Council may grant the request for hire on the following additional conditions:

- (a) Payment of a bond as calculated at 5% of replacement value; and
- (b) A hire fee to be charged as calculated at $\$/\text{day} = (\text{Current replacement value} / \text{total estimated life in days of use}) * 125\%$; and
- (c) If Council is engaged to transport the equipment, an administration/transport fee to be charged as calculated at internal hire rates as per Private Works to be calculated at full cost of works plus 25%.

Following the grant of hire, if it is appropriate to set a standard fee, Council officials will endeavour to prepare a report to an Ordinary meeting of Council in which the fee is identified as a proposed amendment to Council's annual schedule of Fees and Charges. Following Council's determination of same and subject to no submissions received during public exhibition, the Fees and Charges will be amended to include the adopted fee.

Payment in full is required prior to the commencement of any private works.

7.4 Order of Preference and Cancellation

Preference for use of Council equipment is given to Council officials for operational works. Should Council enter into a hire agreement for use of Council equipment which then later conflicts with Council's operational functions, the hirer is to be advised in writing that the hire agreement is to be negated and full refund provided.

In the event of an emergency, Council will prioritise the use of Council equipment by Emergency Services as much as practicable.

Hirers may cancel any hire agreement with Council providing notice as set out in the terms and conditions of the hire agreement. Cancellations made by hirers with less than 10 days' notice prior to the hire date may incur a cancellation fee. Hire fees may not be refunded if a cancellation is made after the hire date.

8. COUNCIL PLANT HIRE FOR PRIVATE WORKS

8.1 Availability of Council Plant for Hire

Hire of Council plant for private works is subject to the availability of Council plant and without significant disruption to existing work programs.

Any hire of Council plant requested will be at the discretion of Council's Director of Infrastructure and Development. Council programmed works receive first priority over any private hire activities.

8.2 Plant Hire Fees

The hire of Council plant for private works will either be in accordance with plant hire and labour rates as detailed in Council's adopted schedule of Fees and Charges, or as a tendered price submitted by Council for carrying out specified private works.

Plant hire fees as set out in Council's Fees and Charges applies to work carried out on an hourly basis, i.e. the hire of a grader by a landowner for one or two hours to carry out the grading of internal roads.

A tender submitted by Council to carry out specific private works will be based on Council's actual costs with an allowance for an appropriate margin as determined by the Director of Infrastructure and Development. The Director in their determination shall consider factors such as the size and nature of the work and the benefit to Council which would result from Council being successful in obtaining the tender to do the work.

In the case of carrying out roadworks for subdividers, Council will be responsible for future maintenance of the road and is therefore justified to base its tender to carry out the works at actual cost plus a margin in order to protect its future interests and ensuring the quality of the works completed.

Payment is to be made by a one-third deposit at the time of booking, one-third on commencement and one third upon completion of the private works.

8.3 Method of Hire

Hirers are to complete and sign the Application for Section 67 Works (Private Works) form prior to any works being undertaken.

A project estimate will be provided to the potential hirer outlining the estimated cost and timeframe of the private works to be undertaken. This estimate will include provision for recouping additional funds should the cost of the project exceed the estimate provided. Quotations for work may be provided to the hirer at the discretion of the Director of Infrastructure and Development.

Council will only carry out private works which have been approved by the Director of Infrastructure and Development.

Requests for private works on land outside of the Uralla Shire local government area must be approved by the General Manager.

All council plant hire for private works is on the basis of wet hire, except in special circumstances to a qualified Council employee or external contractor, as outlined at 8.5 and 8.7 below.

The hirer may only hire use of Council plant on land or property owned or occupied by the hirer or the hirer's immediate family unless prior approval for an alternative location is obtained, such as a sporting or community activity.

8.4 Order of Preference and Cancellation

Preference for use of Council equipment is given to Council officials for operational works. Should Council enter into a hire agreement for use of Council equipment which then later conflicts with Council's operational functions, the hirer is to be advised in writing. Council staff will endeavour to reschedule the private works. In the event the private works cannot be satisfactorily rescheduled, the hire agreement is to be negated and full refund provided.

In the event of an emergency, Council will prioritise the use of Council plant by Emergency Services as set out in [8.7](#) below.

Hirers may cancel any hire agreement with Council providing notice as set out in the terms and conditions of the hire agreement. Cancellations made by hirers with less than 10 days' notice prior to the hire date may incur a cancellation fee. Hire fees may not be refunded if a cancellation is made after the hire date.

8.5 Operation and Standard of Work

Operation of Council plant is restricted to authorised Council employees holding the appropriate licence, training and qualification.

It is the responsibility of the hirer to discuss with the operator the standard of work to be achieved or to terminate the plant operation at any time if the work does not meet the hirer's satisfaction. Works will be completed with all care and efficiency, but no responsibility will be taken for the effectiveness or quality of the completed works.

8.6 Personal Use of Council Plant by Council Employees

Personal use of Council plant by Council officials is not permitted without prior approval from the General Manager. Council will dry hire plant and equipment to the employee, subject to the employee holding the appropriate licence, training and qualifications, at the private works rates set out in the schedule of Fees and Charges.

Council plant is not to be hired to a Council official for use which involves personal financial reward. Misuse or unauthorised use of Council plant is a violation of the Code of Conduct. Any instances of corrupt conduct will be investigated and may lead to disciplinary actions or dismissal.

Council plant is to be returned to Council premises in a clean and fully serviceable condition. Any damage to Council plant whilst on hire will be repaired at the employee's cost.

8.7 Use of Council Plant by Emergency Services

In emergency situations Council will ensure its plant is made available to emergency service organisations when requested for hire.

Hire of Council plant will be provided to emergency service organisations at the rates detailed in Council's adopted schedule of Fees and Charges.

8.8 Operation of Council Plant by External Contractors

The operation of Council plant by external contractors is only permitted with prior authorisation from the Director Infrastructure and Development and is subject to the external contractor holding the appropriate licence, training and qualifications.

This authorisation is only provided in special circumstances and considered only when an authorised Council official is unavailable or unable to operate the plant.

9. FEES AND CHARGES

Bookings made will be subject to the rate applicable at the date of hire and not the date of reservation.

As Council's Fees and Charges are subject to change on 1 July of each financial year, an increase in fees within a hire agreement may occur.

10. APPLICATIONS FOR EXEMPTIONS

Fees set by Council's annual adopted Fees and Charges cannot be reduced or waived unless determined by formal Council resolution and placed on public exhibition for a period of 28 days. A hirer can make an application in writing to Council to request a reduction or waiver of the fee or charge for the hire of a Council asset.

Applications must be made to council at least 60 days prior to the proposed date of hire to enable Council to consider the matter and place their determination on public exhibition for a period of 28 days.

Applications received less than 60 days but more than 28 days prior to the proposed date of hire may be considered by Council at an Extraordinary Meeting of Council. The special meeting shall be called either:

- a) At the discretion of the General Manager; or
- b) By two or more Councillors providing a request for Extraordinary Meeting in accordance with Council's Code of Meeting Practice.

11. COUNCIL IN-KIND SUPPORT AND COMMUNITY GRANTS PROGRAM

Council recognises the important role community organisations and community groups play in the Uralla Shire community and may provide in-kind support by way of hire of Council assets through its Community Grants Program.

Applications are considered by Council's Community Grants Panel and in accordance with the Uralla Shire Council Community Grants Program Guidelines.

Hire of Council assets provided by way of in-kind support remain subject to the requirements of this policy.

12. REFUSALS AND TERMINATIONS

12.1 Refusals

Council reserves the right to refuse any request for the hire of a Council asset on the basis that it considers the activity or purpose of the hire to be detrimental to Council assets or pose inordinate risks to the safety of council officials, the hirer, or to the public.

Any such refusal is final. Council will provide justification for any declined requests to the potential hirer within ten (10) business days in writing.

12.2 Terminations

Council reserves the right to terminate any hire agreement without notice if Council has determined that the hirer has failed to comply with the reasonable direction of Council officials, or if the hirer has breached legislative requirements or regulations.

A hirer whose hire agreement has been terminated may appeal the decision in writing to Council.

13. LIABILITY AND INDEMNITY

13.1 Liability

Any damages or injury caused to persons or property during any hire agreement shall be the responsibility of the hirer. This includes but is not limited to: accidental injuries, damage to vehicles or equipment, damage to buildings or property, or damages to water, electricity, telecommunications and other supply infrastructure.

Council is to be notified of any incident, injury or damage which occurs during any hire agreement, regardless of the circumstances giving rise to any incident. The notification must be completed as soon as practical after the incident and can be made by telephoning Council's Customer Service Centre.

13.2 Indemnity

In undertaking the hire of a Council asset the hirer shall indemnify Uralla Shire Council against any claim, action or process for damage or injury which might arise during the progress of such hire and shall keep indemnified the Uralla Shire Council against any claim, action or process for damage and/or injury which might arise from the existence of such hire unless such damage and/or injury is due or contributed to by an act or omission of the Uralla Shire Council or Council officials.