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USE OF FACILITIES AND EQUIPMENT POLICY

INTRODUCTION

Shared facilities and equipment can provide a number of benefits to OCR FM and the community. It is important that the community perceives OCR FM as being an essential part of the community, and this is more likely to happen when OCR FM makes as many of its facilities and resources available as is feasible.

PURPOSE

This policy is intended to ensure that proper legal, accounting, and risk management considerations are implemented in any use by external parties of the organisation's facilities or equipment.

POLICY

The facilities and the equipment of OCR FM are primarily employed to support its mission. To the extent that these facilities are not fully utilised for such activities they may be made available for use by other persons or organisations.

PROCEDURES

1) Agreements

Application for use of facilities and resources by the community must be formalised through the issuing of an Agreement for Use by OCR FM (see Appendix 1).

- 1.1. In instances where the standard Agreement for Use does not satisfactorily cover the requirements for a particular use, OCR FM may amend them.
- 1.2. A representative of the body applying for use must sign the agreement as a representative of their group, and will be responsible for ensuring compliance with the conditions of hire.
- 1.3. OCR FM may refuse to make any agreement where they believe the proposed activities to be inconsistent with the aims and objectives of OCR FM or likely to interfere with its operations.
- 1.4. Where users are not incorporated bodies particular caution must be exercised in drawing up such agreements.
- 1.5. Copies of Agreements for Use must be kept by OCR FM.
- 1.6. Licences may be terminated where:
 - there is a breach of the conditions;
 - unforeseen circumstances result in a need for exclusive use by OCR FM of the facilities and resources concerned; and
 - situations where the activity engaged in by the user is detrimental to OCR FM.

2) Fees and charges

The basic schedule of fees, charges, and refundable bonds to be applied for the use of the facilities and resources of OCR FM is to be determined by OCR FM from time to time.

Fees may be charged for the hire of facilities and resources and to cover the costs associated with their use, including power consumption, water, cleaning, insurance, administration, additional wear and tear and the use of specific items of equipment.

As a minimum requirement, fees should at least meet the additional recurrent operating costs incurred through use of the facilities and resources.

Users will also be responsible under the Agreement for the costs of repair or replacement of equipment or damage to buildings or fixtures.

Further additional fees may be levied after the use of the facility where, for example, additional cleaning is necessary, or security personnel are called out because the user has failed to reset an alarm system.

When setting a fee, account shall be taken of the following factors:

- nature of the intended use, including degree of wear and tear on the facility and/or use of equipment and resources;
- access times required;
- size of the user group;
- capacity of user to pay;
- comparability of fees to those charged by other providers within the local community;
- any additional administrative staff time which may be necessary; and
- category of user;
 - not-for-profit groups operating in the local community
 - other not-for-profit groups
 - governmental or quasi-governmental agencies (local, state or federal)
 - commercial enterprises

Fees may be waived in whole or in part on the authority of the Operations Manager after considering whether such use is likely to advance the goals of OCR FM.

3) Risk Management

OCR FM will make an assessment of the risk of the proposed use, taking into account:

- The age of the participants;
- The nature of the proposed activity;
- The quality of supervision;
- The facilities/equipment to be used;
- The group's ability to provide evidence of satisfactory use of other facilities;
- Whether the activity involves consumption of alcohol;
- The level of skill required to operate any equipment involved; and
- Any special circumstances related to the particular users.

OCR FM shall then institute procedures to ensure

- a) that the user has undertaken to provide for the avoiding of all foreseeable risks, and that
- b) adequate insurance cover is in place.

Any damage or accidents occurring during use must be immediately reported to Operations manager, who shall make an appropriate record of all incidents.

Incorporated groups and commercial users must show evidence of appropriate insurance cover.

RESPONSIBILITIES

1) Authorised Officer

It is the responsibility of the Operations Manager of OCR FM to appoint one or more persons authorised to enter into agreements for the use of the organisation's facilities and/or equipment. The names of all such authorised officers shall be reported to the Board regularly. Applications for use of facilities and resources must be approved by OCR FM and formalised through a written agreement signed by OCR FM and a representative of the user group.

2) Charges

Users will be charged fees, where appropriate, for the use of facilities and equipment, these fees to be set according to guidelines approved by the board from time to time. Charges may be waived in whole or part by the Operations Manager where this is thought to be likely to advance the goals of OCR FM; any such waiver shall be reported to the Board at its next meeting.

3) Risk Management

OCR FM's responsibility for ensuring a safe environment for all users of its facilities and resources extends to users involved in community use of its facilities and resources, including grounds. Users will be required to follow OCR FM's policies on such matters as risk management. Incorporated groups and commercial users must show evidence of appropriate insurance cover.

RELATED DOCUMENTS

- Agreement template (Appendix 1)

This policy was adopted as policy in principle by the OCR FM Committee of Management

Signed *Tyson Graham*

Date 20th October 2021

This Policy is due for review within 24 months of the date shown above.

Appendix 1

Draft Agreement for Use of Facilities

OCR FM agrees to permit the use of its facilities as described below for the activities described below on the terms and conditions specified below.

The facilities to be used are

Buildings _____

Equipment _____

Other _____

to be used at the times

_____ for the period

_____ to carry out the following activity/ies

_____ in return for the sum/s as spelled out below:

Returnable deposit

(The deposit will be refunded after the date of the activities provided that the premises and the equipment concerned have been left in a satisfactory condition.)

Fees and charges

Total amount

Terms and Conditions

I/We undertake to ensure that

- o adequate public liability insurance has been obtained for the activities
 Name of Insurer:
 Policy Number:
 Date of Expiry:
 Sum insured:
- o applicable regulations on food preparation, smoking on the premises, and alcohol use are being enforced
 (specify any measures taken) _____
- o all necessary police, local government, etc. approvals have been obtained
 (specify any measures taken) _____
- o adequate measures have been taken to ensure the security of those present
 (specify any measures taken) _____
- o any further activity-specific requirements in any appendices attached to this agreement will be observed
 (specify any measures taken) _____

Indemnities

I/We undertake to compensate OCR FM for any unforeseen repairs or other expenses necessitated by the activities.

I/We indemnify OCR FM against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of any injury arising directly or indirectly from the use of the premises or the equipment.

Termination

This agreement may be terminated at any time by OCR FM on evidence of breach by [the user group] of any of the provisions or undertakings specified above.

This agreement may be terminated by either party on working days' notice.

SIGNED

.....
(for OCR FM (Witness)

.....
(for [the user group]) (Witness)