



# HUON VALLEY COUNCIL

## **GEEVESTON TOWN HALL CONTROLLING AUTHORITY**

### **Rules**

### **August 2021**

### **Section 29 of the *Local Government Act 1993***

<b>Version Number</b>	<b>Approval Date</b>
<b>1</b>	<b>August 2021</b>
<b>2</b>	<b>January 2023</b>

## 1. PREAMBLE

- (a) Following the withdrawal by Forestry Tasmania from the Geeveston Town Hall (the Town Hall) and closure of the Forest and Heritage Centre in 2015 the Council established the Geeveston Town Hall Company Limited (GTH Co) as a Corporation limited by Guarantee to operate the Town Hall.
- (b) GTH Co has leased and operated the Town Hall since that time and ran a Visitor Information Centre (VIC) in the Town Hall up until 2018 when management of the VIC was transferred to the Council.
- (c) In 2019 the Council determined to undertake a review of GTH Co.
- (d) As a result of the impacts of COVID-19 on tourism within the Huon Valley and a review of the Council's provision of VICs, the Council closed the Geeveston VIC effective 30 June 2020.
- (e) In making the decision to close the VIC, the Council undertook community engagement in relation to the future of the Town Hall. Engagement was undertaken at the collaborate level as outlined in the Council's Community Engagement Framework.
- (f) The outcome of the engagement identified the following key matters
  - a. The 2015 Town Hall Vision remains relevant in 2020.
  - b. Management of the Town Hall by a community led organisation with skill-based volunteers is preferred, ensuring any arrangement between Council and the organisation includes long term tenure.
  - c. The Town Hall should generate sufficient revenue to manage the expenses of the operations.
- (g) As a result the Council resolved it's intention to wind up GTH Co and establish the Geeveston Town Hall Controlling Authority in accordance with section 29 of the *Local Government Act 1993*.
- (h) The Controlling Authority established is to have the same functions as GTH Co, be run by a Board of Directors (without any Council representative, Council Officer or Councillor members). Being a Controlling Authority of the Council, measures to ensure that the model is sustainable in the longer term is imperative.
- (i) The Controlling Authority will have a Board of seven (7 Directors) with a mix and balance of skills, knowledge and experience required for it to fulfil its functions.
- (j) To ensure consistency and transition from GTH Co to the Authority the Council has appointed the current Directors of GTH Co as the first Directors of the Authority. The first Directors will be responsible for overseeing appointment of the vacant Director positions to the Board.

## 2. DEFINITIONS

In these terms of reference the words mean:

**"Act"** means the *Local Government Act 1993*.

**"Authority"** means the Geveston Town Hall Controlling Authority appointed by the Council under Section 29 of the Act.

**"Council"** means the Huon Valley Council.

**"Chair"** means the Chair of the Authority appointed under Clause 14.

**"Financial Statement"** means the financial statement provided in the format as specified by the General Manager.

**"First Directors"** means the first Directors and their terms of office as shown in Schedule 2.

**"Functions"** means the functions of the Authority set out in Clause 4.

**"General Manager"** means the General Manager of the Council appointed under section 61 of the Act.

**"Initial Directors"** means the Directors whose positions are vacant and to be filled for the first Board of the Authority and their terms of office as shown in Schedule 2.

**"Town Hall"** means the Geeveston Town Hall located at Church Street, Geeveston as shown in Schedule 1.

**"Secretary"** means the Secretary of the Authority, appointed under Clause 17.

**"Treasurer"** means the Treasurer of the Authority, appointed under Clause 18.

## **THE CONTROLLING AUTHORITY**

### 3. NAME

Geeveston Town Hall Controlling Authority.

## **FUNCTIONS AND POWERS**

### 4. FUNCTIONS

The functions of the Authority are to manage and control the use of the Town Hall including:

- (a) Operating from the Town Hall any one or more of the following activities:
  - a. Visitor Centre or retail space
  - b. Museum
  - c. Galley and exhibition space
  - d. Café and/or restaurant
  - e. Events space;

- (b) Promote and facilitate the sustainable management of the Town Hall as an asset for the benefit of the local community and tourists to the area;
- (c) Promote the inherent value of the Town Hall as a key economic driver to the local area;
- (d) Manage the Vin Smith Collection;
- (e) Encourage strategic partnerships within community groups and public and private organisations in order to achieve maximum value from the facility;
- (f) Facilitate and assist in providing opportunities for individuals to engage with each other as members of the community and as visitors to the area;
- (g) Encourage and facilitate investment in the area, with a particular focus on local goods and services;
- (h) Raise the profile of the Town Hall throughout the local community (with an emphasis on social, economic and heritage);
- (i) Establish and promote high standards of governance in order to further these objects and achieve ongoing financial stability;
- (j) Work alongside and liaise with the community to ensure the Authority is effective in carrying out its purposes;
- (k) Print, publish, circulate, sell or issue any communications relating to the promotion of the objects set out in this Clause;
- (l) Do all such lawful things including other activities that are incidental to the objects set out in this clause; and
- (m) Promote any other purpose that is similar in nature to the objects set out in this Clause.

## **5. POWERS**

Subject to Clauses 6 and 7, in performing the Functions, the Authority may:

- (a) Employ staff;
- (b) Engage volunteers;
- (c) Execute a Deed;
- (d) Sign a Contract;
- (e) Approve a Town Hall Hire agreement, User agreement or Lease;
- (f) Set and collect fees and charges for the use or hire of the Town Hall;
- (g) Undertake a business activity;
- (h) Raise money and seek and accept donations, grants, subsidies and other moneys from all sources; and
- (i) Do anything reasonably incidental to the carrying out of its functions to the fullest extent that the Council could do in carrying out those functions.

## **6. QUALIFICATION OF POWERS**

- 6.1 The power to employ Staff or engage volunteers under Clauses 5(a) and (b) is to be with the approval of, and in accordance with guidelines, procedures or templates provided by, the General Manager for that purpose and the Authority is to consult with the General Manager on any issues relating to employee relationships including:
- (a) Recruitment;
  - (b) Work, health and safety;
  - (c) Workers Compensation claims;
  - (d) Industrial relations claims; and
  - (e) Human resources policies.

- 6.2 The powers to Execute a Deed; Sign a Contract; Sign a Town Hall Hire agreement, User agreement or Lease; under Clauses 5(c)(d) and (e) are to be in accordance with advice, guidelines, procedures or templates provided by the General Manager for that purpose.
- 6.3 The power to undertake a business activity under Clause 5(f) is limited to the extent that the Authority is to consider and apply competitive neutrality principles where applicable.
- 6.4 The power to seek and accept a grant under Clause 5(h) is limited to the extent that the Authority may seek and accept operational and recurrent grant funds however capital grant funds may only be sought and accepted with permission of the General Manager.

## **7. LIMITATION ON POWERS**

- 7.1 The Authority in performing its functions shall not have power to:
- (a) do anything referred to in section 22(3) of the Act;
  - (b) Institute Legal proceedings;
  - (c) Purchase land; or
  - (d) Take a lease or licence over land.
- 7.2 Notwithstanding clause 7.1 the Authority may request the approval of the Council to perform any of those actions where the Authority can demonstrate the action is necessary to perform its functions.
- 7.3 The Authority is prohibited from paying fees to its Directors.

## **8. DELEGATION**

Pursuant to section 22 of the *Local Government Act 1993* the Council may delegate functions and powers to the Authority that are necessary for the Authority to perform the Functions.

## **MEMBERS**

### **9. DIRECTORS**

- 9.1 The Authority is to be managed by a Board of a maximum of seven (7) Directors appointed in accordance with Clause 10.
- 9.2 Except for the First Directors the minimum number of Directors for operation of the Board shall be five (5) Directors.
- 9.3 The Directors are the only members of the Authority.
- 9.4 It is desirable that a Director is a resident of, works in, or has a business operating primarily in the Geeveston, Castle Forbes Bay, Waterloo or Port Huon localities.

9.5 The Directors are to be appointed on the basis that the Authority has an appropriate mix and balance of skills, knowledge and experience required for it to fulfil its functions including the following:

- Experience as a director, office bearer or a member a board of management in an incorporated or unincorporated association;
- Involvement within community groups within the Geeveston locality;
- Experience in management or administration of assets;
- Experience in operating a business;
- Qualifications or practical experience in accounting, financial management, governance or risk management.

## **10. APPOINTMENT**

10.1 Directors will be appointed on a rotational basis.

10.2 Directors of the Authority, not including the First Directors, shall be appointed through the following process:

- (a) The Secretary is to advertise within the Huon Valley calling for expressions of interest in being appointed as a Director for a period specified in the advertisement which must not be less than 14 days.
- (b) Paragraph (a) does not prevent the Authority or the Directors from directly approaching persons to encourage them to lodge an expression of interest.
- (c) Expressions of interest are to:
  - a. Confirm that person is a resident of the Huon Valley or have a business operating primarily in the Geeveston or Port Huon localities as set out in Clause 9.4
  - b. address the skills, knowledge and experience set out in Clause 9.5
- (d) Expressions of interest must be lodged with the Secretary in the manner set out in the advertisement and within the period specified in 10.2(a).
- (e) The Board, excluding those Directors that have lodged an expression of interest for a new appointment, will assess the expressions of interest and prepare recommendations for appointment to the Council.
- (f) On receipt the Council will make the appointments at the next available meeting and the term of Office will commence from that appointment.
- (g) In circumstances where the Council does not make the appointment as recommended, the Mayor, Deputy Mayor and the General Manager will meet with the Board with a view to explain the reasons for the decision and a course of action will be agreed which may include, but not be limited to:
  - a. The Board reconsidering the recommendation and submitting a new recommendation to the Council;
  - b. The Council reconsidering its decision based on further information provided by the Board.

## **11. CASUAL VACANCY - DIRECTOR**

A Casual Vacancy in the Office of Director will be filled in accordance with the process in Clause 10.

## **12. TERM OF OFFICE**

- 12.1 The term of office for the First Directors and Initial Directors shall be as set out in Schedule 2.
- 12.2 The term of office for a Director is for three (3) years unless stated within these Rules or stated to the contrary in the Council resolution when appointing the Director.
- 12.3 Each Director may, at the conclusion of his or her term, be re-appointed for a further term.
- 12.4 A Director may only be appointed for a maximum of three (3) consecutive terms.
- 12.5 The Term of Office for a Director appointed to fill a casual vacancy shall be for the remaining term of the Director being replaced or, if that term were to expire within a period 6 months from the position becoming vacant, for the period as if they were appointed as a replacement Director at the end of the term.
- 12.6 A Director may be removed by the Council pursuant to section 29(3) of the Act.

## **13. LOSS OF OFFICE**

- 13.1 The Office of Director becomes vacant if the Director:
- (a) Dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - (b) Resigns from office by notice in writing to the Chair, or in the case of resignation of the Chair, to the Secretary
  - (c) Is insolvent or declared bankrupt;
  - (d) Is convicted of a serious criminal or civil offence;
  - (e) Is absent without leave of absence granted by consent of the Directors from three (3) consecutive general meetings of the Authority,
  - (f) Is directly or indirectly interested in any contract or proposed contract with the Authority and fails to declare the nature of the interest as required under these Rules.
- 13.2 The Chair is to advise the General Manager within 2 days of becoming aware of an event occurring as set out in clause 13.1.
- 13.3 The vacancy will occur when confirmed by Council resolution.

## **OFFICERS**

### **14. CHAIR**

The Chair of the Authority shall be appointed by the Board annually from amongst the Directors.

### **15. DEPUTY CHAIR**

The Deputy Chair of the Authority shall be appointed by the Board annually from amongst the Directors.

## **16. ACTING CHAIR**

In the absence of the Chair and Deputy Chair (if one is appointed) an Acting Chair shall be elected by Board from amongst the Directors present at any duly and properly constituted meeting of the Authority for the purpose of presiding over that meeting.

## **17. SECRETARY**

The Secretary of the Authority shall be appointed by the Board annually from amongst the Directors.

## **18. TREASURER**

18.1 The Treasurer of the Authority shall be appointed by the Board annually from amongst the Directors.

18.2 The Treasurer shall keep accurate records of the financial transactions of the Authority in the prescribed format and attend to all financial affairs in accordance with guidelines, procedures and templates provided by the General Manager for that purpose.

## **19. HOLDING OFFICE**

A Director may hold no more than two (2) Offices of Chair, Secretary or Treasurer concurrently.

## **20. CASUAL VACANCY - OFFICER**

In the event of a vacancy in the office of Chair, Deputy Chair, Secretary or Treasurer of the Authority, the Board shall appoint a replacement as soon as practicable and the appointee shall take office immediately for the remaining period of the previous Office holder.

## **21. PECUNIARY INTEREST**

As a member of a Controlling Authority established under section 29 of the Act, each Director is subject at all times to the Pecuniary Interest provisions of Part 5 of the Act.

## **PROCEEDINGS AND MEETING PROCEDURES**

### **22. MEETINGS**

22.1 The Board shall hold a general meeting at least once every 3 months.

22.2 The Board shall hold an annual general meeting by 14 November of each year to conduct the following business to:

22.2.1 receive the Annual Report for the preceding 12 months;

22.2.2 receive the Financial Report for the preceding 12 months;

22.2.3 appointment of Office bearers for the following 12 months;

22.2.4 consider any issues arising from the Annual Forum held under clause 31.

22.3 The annual general meeting may be held in conjunction with a general meeting.



22.4 Special meetings of the Board may be called as required by the Secretary on the requisition of the Chair

## **23. NOTICE OF MEETINGS**

23.1 The Secretary must give notice of all general Board meetings to Directors and to the General Manager at least 7 days in advance.

23.2 The Secretary must give notice of any special meeting to Directors and to the General Manager at least 2 days in advance.

23.3 A notice of meeting setting out the places, dates and times of all Board meetings for any period up to a year and given to all the Directors and to the General Manager is sufficient notice for the meetings held in accordance with that notice.

23.4 Notices of meetings may be given by telephone, SMS, facsimile, e-mail or post.

## **24. QUORUM**

The Quorum of the Authority shall consist of one more than half of the Directors if there is an even number of Directors, or a majority of the whole number if there is an uneven number of Directors.

## **25. PROCEDURES**

25.1 The Authority is to use the standard for Agendas and Minutes for general meetings as supplied by Council.

25.2 The Board may otherwise establish its own rules for the conduct of its meetings.

## **26. DECISIONS**

26.1 Each Director, including the Chair, has one (1) vote at all meetings.

26.2 All motions shall be determined by a majority of the votes of those members present and entitled to vote.

26.3 To abstain from voting at a meeting is to vote in the negative.

26.4 A tied vote at a meeting results in the motion being determined in the negative.

## **27. MINUTES**

27.1 The Secretary shall keep accurate Minutes of every meeting recording details of those in attendance and details of decisions taken.

27.2 The Secretary shall provide the General Manager with a copy of the unconfirmed Minutes within 14 days of the meeting being held.

27.3 Minutes from the previous meeting of the Board are to be confirmed as the first item of business at the next meeting and signed by the Chair.

## **GOVERNANCE MATTERS**

### **28. STRATEGIES, PLANS AND BUDGET**

28.1 The Board on an annual basis is to prepare a:

- (a) Rolling strategic plan for a 3-5 year period demonstrating how it will undertake its functions over that period; and
- (b) A business plan for the coming year consistent with that strategic plan. The business plan is to consider and address:
  - a. Issues which may affect the financial viability or operating ability of the Authority;
  - b. Issues which may prevent or adversely impact achievement of the Functions;
  - c. Local community engagement to be undertaken by the Board in undertaking future actions to perform the Functions;
  - d. How the Board is to perform the Functions so as to manage the risks of the Authority.
- (c) Budget estimates for the coming year to undertake the Functions and actions set out in the business plan. The Budget estimates is to be in accordance with any guidelines, procedures or templates provided by the General Manager for that purpose.

28.2 The Board is to provide a copy of the plans and budget estimates prepared under clause 28.1 to the General Manager by 1 August of each year.

28.3 The Board is to manage the affairs of the Authority consistent with the plans and budget approved under this clause.

### **29. FINANCIAL REPORTING**

29.1 The Authority shall provide the General Manager with the annual financial statement by 31 July each year detailing transactions for the preceding financial year against the budget estimates. The financial statement will form part of the overall financial statements of the Council and is to be in accordance with any guidelines, procedures or templates provided by the General Manager for that purpose.

29.2 This annual financial statement must be signed by the Chair and Treasurer.

### **30. ANNUAL REPORT**

30.1 By 31 August of each year the Board is to prepare an Annual Report, reporting on its performance in respect of the plans prepared under clause 28.1 for the preceding year.

30.2 The Board is to provide a copy of the Annual Report to the General Manager when prepared to be included within the Annual Report of the Council for that year.

### **31. ANNUAL FORUM**

31.1 The Authority shall hold a meeting to be called the Annual Forum by no later than 30 September each year.

31.2 Notice of the Annual Forum is to be advertised within the Huon Valley and given to the General Manager at least 14 days prior to the Forum.

31.3 The public may attend the Annual Forum and ask Questions.

31.4 The purpose of the Forum is for the Board to provide information to the community on the activities of the Board, future intentions of the Board and to facilitate discussion with those present on any issues relating to the Authority's operations and functions and plans for the Town Hall.

31.5 No decisions are to be made at the Annual Forum however at the discretion of the Board, those attending may be asked to express their views on any proposals for the Town Hall that may be put to them by the Board.

31.6 Any matters raised or views expressed under clause 31.6 will be considered at the annual general meeting held in accordance with clause 22.2.

## **32. SUB-COMMITTEES AND WORKING GROUPS**

32.1 The Board may appoint sub-committees, working parties and advisory committees and determine their membership, procedures and functions.

32.2 Members of any sub-committee, working party or advisory Committee need not be a Director.

32.3 Sub-committees, working parties and advisory Committees may only investigate and report to the Board.

## **33. RECORDS**

33.1 The Secretary is to maintain all records of the Authority, including but not limited to correspondence and financial matters, which are considered to be records of the Council.

33.2 The Secretary must provide any records held by the Authority to the General Manager as requested.

## **34. INVENTORIES**

34.1 The Authority shall maintain adequate and appropriate details of all equipment located within the Town Hall.

34.2 Such inventory listings are to be updated annually with a copy being provided to the General Manager each year with the annual financial statements.

## **35. EXECUTION OF DOCUMENTS**

Any documents to be executed by the Authority must be signed on behalf of the Authority by:

- (a) The Chair or Secretary; and
- (b) One other Director.

### **36. VALIDATION**

A decision or action of the Authority is not invalid merely because:

- (a) It does not comply with any provision of these Rules; or
- (b) There is an invalidity in the appointment of any Director.

### **37. COUNCIL LIAISON**

The Authority will liaise with the Council through a Council Employee nominated by the General Manager for that purpose.

## **FINANCIAL MANAGEMENT**

### **38. FINANCIAL YEAR**

The financial year of the Authority shall be the period 1 July to 30 June.

### **39. BANK ACCOUNT**

The Authority must open a Bank Account in the name of the Authority into which all monies received shall be paid as soon as possible after receipt thereof and all payments of the Authority are to be made from.

### **40. OUTGOINGS**

The Authority will assume full responsibility for costs associated with the following:

- (a) Payment of all costs associated with performing the Functions and meeting obligations of the Authority under these Rules including but not limited to, finance management system, accountancy services, IT technology and support and office equipment;
- (b) Payment of all Electricity charges as apportioned agreed by the Council;
- (c) Payment of the relevant apportionment of Land Tax for the area occupied by the Town Hall;
- (d) Payment of any services charges levied by the Council which are used by the Authority but not payment of general rates or services not used;
- (e) Payment for water and sewerage charges imposed by TasWater apportioned as agreed by the Council;
- (f) Payment of all cleaning costs; and
- (g) Payment of all costs associated with maintenance and repair of the Town Hall interior, fixtures and fittings and to making good or repairing any damage caused to the exterior or structure of the Town Hall caused by the Authority.

### **41. PAYMENTS**

Payments made by the Authority may be by cheque or electronic methods. Regardless of payment method, two Authority members are required to authorise/sign the payment.

## **42. INSURANCE**

- 42.1 The Authority as a Controlling Authority established under section 29 of the Act is covered under the Council's Public Liability, Professional Indemnity and Products Liability Policies and is to comply with any requirements made by the Council in relation to those policies.
- 42.2 The Council will extend insurance cover for the Directors, Employees and volunteers of the Authority as if they were Councillors, employees or volunteers of the Council with respect to (where applicable):
- 42.2.1 Workers Compensation;
  - 42.2.2 Personal accident; and
  - 42.2.3 Directors and officers liability.
- 42.3 The Council will maintain adequate and appropriate comprehensive insurance costs associated with, and the contents of, the Town Hall. The Authority will be responsible for the cost of insurance for any assets or activities which are not insured as a matter of course by the Council in undertaking its normal business activities.
- 42.4 To ensure appropriate insurance coverage is available the Authority must give the General Manager a minimum of 30 days notice of proposed events for the following months.

## **43. PROCUREMENT PRINCIPLES**

- 43.1 The Authority is to undertake the procurement of goods and services considering the following principles:
- (a) Open and effective competition;
  - (b) Value for money;
  - (c) Promotion of local product and support for local businesses and industry; and,
  - (d) Ethical behaviour and fair dealing.
- 43.2 Any procurement of goods and services over the amount of \$50,000 is to be by approval of the General Manager and in accordance with the requirements of the Council's Code relating to Tenders and Contracts adopted under section 333B of the *Local Government Act 1993*.

## **RULES**

### **44. AMENDMENT**

- 44.1 These Rules can be amended by Resolution of the Council.
- 44.2 The Board at any time may request an amendment to these Rules by resolution of the Board stating the reasons for the proposed amendment.
- 44.3 Any approval of an amendment requested by the Board will be at the absolute discretion of the Council.

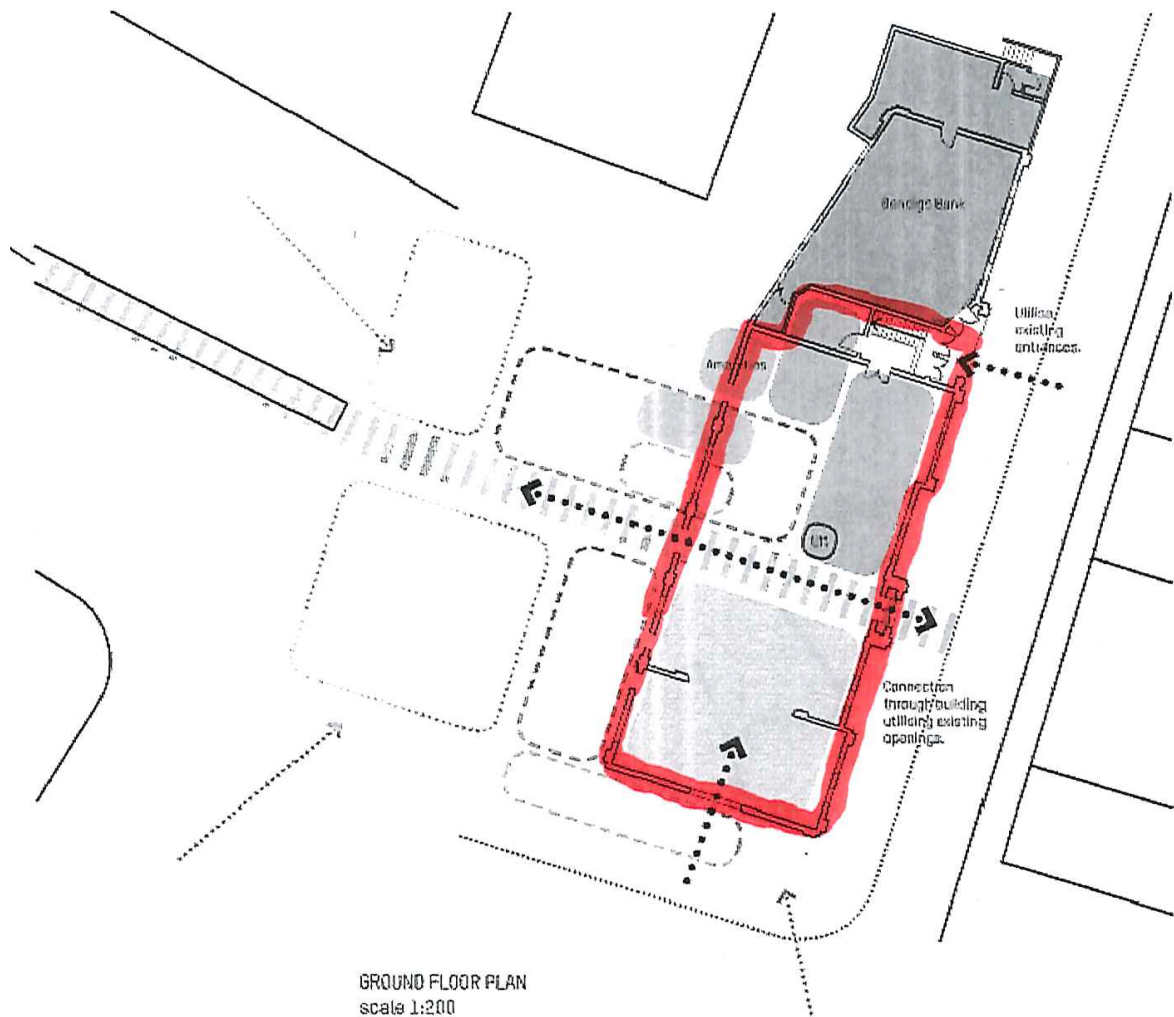
**SCHEDULE 1**

**GEEVESTON TOWN HALL**

15 Church Street, Geeveston Certificate of Title 105111/7

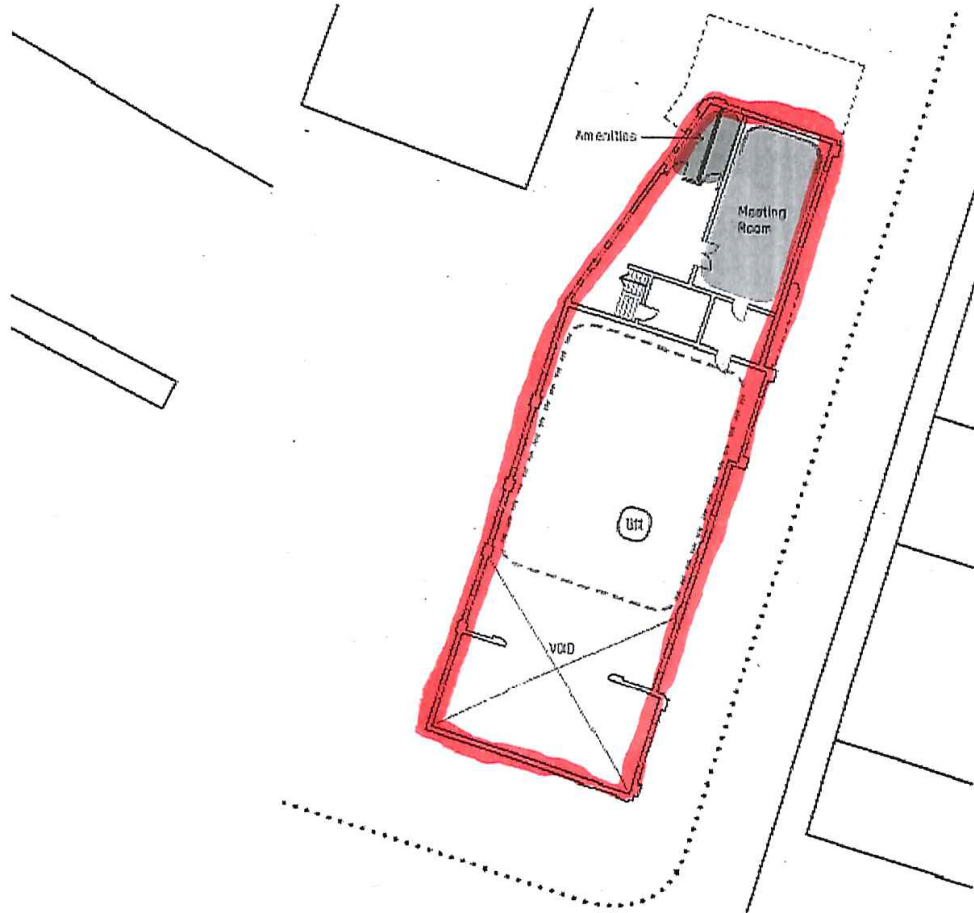
**GEEVESTON TOWN HALL**

Client Review, Tuesday 14th July 2015



# GEEVESTON TOWN HALL

Client Review, Tuesday 14th July 2015



FIRST FLOOR PLAN  
scale 1:200

**SCHEDULE 2****DIRECTORS**

<b>DIRECTOR</b>	<b>NAME</b>	<b>TERM</b>
<b>First Director</b>	<b>Ian Kuhl</b>	<b>2 years</b>
<b>First Director</b>	<b>Andrew Burgess</b>	<b>1 year</b>
<b>First Director</b>	<b>Lucy Whitehead</b>	<b>1 year</b>
<b>Initial Board Director</b>	<b>Vacant</b>	<b>2 years</b>
<b>Initial Board Director</b>	<b>Vacant</b>	<b>3 years</b>
<b>Initial Board Director</b>	<b>Vacant</b>	<b>3 years</b>
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