



*Tatiara*  
*the good country*

TATIARA DISTRICT COUNCIL

# USE OF COUNCIL MACHINERY FOR COMMUNITY GROUPS POLICY

## PURPOSE

This policy covers the conditions that apply for the use of Council machinery on community projects and out of normal working hours.

Council shall establish a Community Assistance job number and include an allocation in its annual budget to which donations of machinery hire and/or labour to Community organisations can be charged.

Council may agree to make plant, machinery and staff available to:

- Assist Community and or sporting groups with community projects,
- Enable private or community projects to be carried out outside of normal working hours,

under the following circumstances:

1. Community and Service organisations and Sporting bodies may apply to have Council plant, equipment and staff assist with their projects at no cost to them. If approved then the clauses of this policy are to be complied with.
2. Any one organization can not receive any more than 40% of Council's total budgeted allocation in any one financial year. The aim of the policy is to assist with once off projects by that group and is not intended for annual maintenance works
3. Items of plant or machinery are not to be used without the knowledge and approval of the relevant supervisor usually in charge of that item of plant.
4. The item of plant or machinery shall not be used by anyone who:
  - does not have the appropriate licence (including load shifting)
  - is not adequately trained in its operation
  - is not a Council employee unless there are special circumstances and then only with the approval of the Manager of Technical Services
5. Council staff shall ensure that the item of plant:
  - is registered for use on roads if appropriate
  - is in good mechanical and physical condition
  - has had any risks to the health and safety of the operator eliminated or minimized
  - is suitable for the job to be carried out
6. A time sheet listing the exact hours or kilometres that the item of plant was either used for or travelled, shall be submitted to Council for booking out to a job.
7. Where Council has received a request for private or community work to be carried out but staff and machinery are too busy to carry out that job during normal work hours, Council has no objection to a staff member carrying out that job out of hours as long as:-
  - the clauses of this policy are complied with
  - the hirer is willing to either
    - pay the operator via Council the appropriate overtime wages rate, or,
    - reaches a private wages agreement with the operator, or,

- o the operator agrees to donate his time
  - Where Council is not paying the operator an agreement as per Appendix A is to be signed by the user.
  - The operator is not to use Council equipment to run his/her own private business and the equipment is not to be used for personal or commercial gain by any organisation or person.
8. When Council machinery is used out of hours and the operator is not being paid by Council:
- Responsibility for any breakage or damage, other than reasonable wear and tear, shall rest with the hirer of the machinery
  - The user will have the machine back in Council's yard at an agreed time, in a clean and undamaged condition so that Council work is not disrupted
  - The user agrees to notify the relevant supervisor of any damage or fault with the machine as soon as possible
  - The plant / equipment must be used only for the approved purposes and only at the premises of the approved group.
  - Council will require evidence of Personal Injury, Public Liability or other insurance as may be determined by the Manager Corporate & Community Services, demonstrating coverage for the organisation which seeks to use the equipment

**RECORD OF AMENDMENTS**

<b>DATE</b>	<b>REVISION NO</b>	<b>REASON FOR AMENDMENT</b>
9 <sup>th</sup> September 2008	Rev: 00	Draft Policy
13 <sup>th</sup> August 2013	Rev: 01	Policy Reviewed and Adopted



TATIARA DISTRICT COUNCIL

**HIRE OF PLANT AGREEMENT**

Tatiara District Council of 43 Woolshed Street, Bordertown being the owner of the item(s) of plant or machinery listed below, agrees to:

- Provide the item of Plant / Machinery in good mechanical and working order and in a safe condition.
- Cover all damage or breakage's due to normal wear and tear.

**The hirer of the plant being:**

\_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_

**Agrees to:**

- Be responsible for any damage or breakage other than reasonable wear and tear.
- Pay for the hire of the plant unless otherwise agreed to by Council.

**Plant / Machinery Item to be used:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note:** Where the operator of the item of plant is not being paid by Council and is either volunteering his/her labour or being paid by the hirer, the operator is **not** deemed to be an **employee** of the Council.

\_\_\_\_\_

**Council Representative**

\_\_\_\_\_

**Hirer Representative**

Date: \_\_\_\_\_

Date: \_\_\_\_\_