

**C7 Instrument of Delegation**  
**by CEO to Community Asset Committee**

**South Gippsland Shire Council**  
**Instrument of Delegation**  
**by the**  
**Chief Executive Officer**  
**to the Foster Stockyard Gallery Community Asset Committee**

In exercise of the power conferred by s 47(1)(b) of the *Local Government Act 2020 (Act)*, I, as Chief Executive Officer of South Gippsland Shire Council, by this Instrument of Delegation –

1. delegate to each person who is from time to time appointed as a member of the Community Asset Committee, established by resolution of Council passed on 26 August 2020 and known as “Foster Stockyard Gallery Community Asset Committee” (Community Asset Committee), each power and/or function and/or duty set out in the Schedule;
2. declare that a delegate can only exercise the delegations contained in this Instrument of Delegation while acting as a member of the Community Asset Committee at a meeting of the Community Asset Committee;
3. declare that this Instrument of Delegation –
  - 3.1 comes into force immediately upon its execution;
  - 3.2 remains into force until varied or revoked and
  - 3.3 is subject to the conditions and limitations set out in paragraph 4 and 5, and in the Schedule;
4. declare that the delegate must comply with specified governance requirements to ensure appropriate standards of probity are met and monitor and report on the activities and performance of the Community Asset Committee;
5. declare that the delegate must not determine the issue, take action or do the act or thing if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of s 47 of the Act or otherwise.

**This Instrument of Delegation** is dated 1 September 2025 and is made by the Chief Executive Officer.

**Signed** by the Chief Executive Officer of Council  
in the presence of: Rhys Matulis

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*Rhys Matulis* 1/9/2025 | 09:50 AEST  
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) DocuSigned by:  
*Allison Jones* 1/9/2025 | 06:35 AEST  
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Witness

## **SCHEDULE**

### **Powers and functions**

To manage the following community asset:

Foster Stockyard Gallery, Main Street, Foster Vic 3960

And for that purpose:

To exercise Council's functions and powers and to perform Council's duties in relation to the management of an Art Gallery

#### **1. Reporting requirement**

The Committee must report to Council according to Clauses 3.2, 3.3, 5.5, 5.6, 6.1, 6.4 and 7.3 in the Schedule of the Instrument of Delegation of Foster Stockyard Gallery Community Asset Committee.

#### **2. Powers and functions**

To exercise Council's functions and powers to perform Council's duties in relation to the management of the Art Gallery and for those purposes.

#### **3. Administration**

- 3.1.** To do all things necessary or convenient to be done for or in connection with the performance of those functions, duties and powers;
- 3.2.** To provide Council with financial reports and minutes of every scheduled meeting and a Treasurer's report immediately after each scheduled meeting;
- 3.3.** To provide Council with an annual report, including an evaluation of the Committee's effectiveness, to be submitted in September including:
  - a. Patronage;
  - b. User groups;
  - c. Injuries and Accidents;
  - d. Maintenance/Improvements undertaken and future requirements;
  - e. Evaluation of operations and management;
  - f. List of policies, guidelines and sub-committees made under clause 3.7 of this delegation;
  - g. Financial Report;
  - h. Budget;
  - i. schedule of meetings for the forthcoming twelve (12) months;
  - j. membership and contact details of committee members;
  - k. Register of conflicts of interest and duty;
  - l. Victorian Child Safe Standards where applicable; and
  - m. Other matters considered relevant by the Committee

This annual report will be used by the Chief Executive Officer to provide an annual report to council on the activities and performance of the Community Asset Committee as required by section 47(6) Local Government Act 2020.

- 3.4.** To be the point of contact for the public with respect to the operation of the Art Gallery. All matters shall be referred to the committee for resolution in the first

instance. All requests shall be dealt with promptly and the Council shall be kept informed at all times;

- 3.5. To ensure that the decisions and policies (including those in respect of human rights, diversity and gender) of Council are implemented / adhered to without delay;
- 3.6. To elect office bearers including a Chairperson, Vice Chairperson, Secretary and Treasurer from the appointed members of the Community Asset Committee and notify council immediately after these appointments are made; and
- 3.7. To where considered relevant make operational policies, guidelines and sub-committees to assist in the proper functioning of the Community Asset Committee provided such policies, guidelines and sub-committees are not inconsistent with this Delegation or Council policy and procedures, and provide council with a copy of these immediately after these are made

**4. Facility use**

- 4.1. The power to negotiate the use, including seasonal use agreements where applicable, of facilities with user groups and the power to approve programs operating from the Art Gallery;
- 4.2. The power to set dates and opening / closing times;
- 4.3. To ensure that the museum is used only for purposes appropriate to the facility;
- 4.4. To ensure that the facility and reserve is operated in accordance with Art Gallery facility guidelines;

**5. Finance**

- 5.1 The power to set user fees;
- 5.2 The power to enter into contracts and to incur expenditure under \$5,000, with approval being required from Council for contracts over \$5,000;
- 5.3 The power to open and maintain a bank account at a bank and branch approved by Council, into which all monies received by the Committee shall be paid. All cheques and or transactions drawn on the account shall be signed and or authorised by any two of the following:
  - a. Chairperson
  - b. Vice Chairperson
  - c. Secretary
  - d. Treasurer;
- 5.4 To pay all utility, municipal and water charges incurred in occupying the premises;
- 5.5 To provide Council with adopted Financial Statements as part of the reporting required in clause 3.3, with support documentation being available upon request;
- 5.6 To provide Council with a proposed budget for the forthcoming year as part of the reporting requirement in clause 3.3;
- 5.7 The power to apply income received from facility users to the ongoing operation and management of the Art Gallery.

**6. Maintenance**

- 6.1 To develop a schedule of anticipated maintenance and provide this to Council with the Annual Report;

- 6.2 The authority to undertake minor repairs up to the value of \$2000, however consent from Council's Building Coordinator must be gained for any maintenance item over \$2000 that has not been anticipated in the 'Facility Maintenance Report'. Any works must be carried out by qualified personnel, relative to the task being performed, and all certificates of compliance must be forwarded to Council immediately, upon completion;
- 6.3 To make no structural alterations or additions to the premises without the written consent of Council's Infrastructure Department;
- 6.4 To maintain a register of keys issued by the committee and to include these details in the annual 'Facility Maintenance Report'. Council must be provided with a set of keys to all external and internal locks. Any change in locking system must be in accordance with Council's restricted lock system and should be paid for by the Committee;

## 7. Risk Management / Insurance

- 7.1 To include safety issues as a section of all committee meetings and advise Council if there are any issues requiring attention
- 7.2 To ensure that volunteers complete a registration form that is to be forwarded to Council. Work to be undertaken by volunteer groups or individual volunteers must be authorised by the committee at a committee meeting: and to maintain a volunteer register containing name, address, type of activity performed, times of work and volunteer signature;
- 7.3 To ensure that volunteers are capable of the tasks required and operate any equipment within the manufacturer guidelines
- 7.4 to comply with the *Appendix 1 – Foster Stockyard Gallery Community Asset Committee Guidelines* and as may be amended from time to time by the Chief Executive Officer.

### Exceptions, conditions and limitations

The Committee is not authorised by this Instrument to:

- 7.5 enter into contracts over \$5000, or incur expenditure, for an amount which exceeds the approved budget;
- 7.6 employ people, engage contractors or enter into leases without the prior consent of Council;
- 7.7 exercise the powers which, by force of the Act, cannot be delegated;
- 7.8 enter into a lease or licence for the use of the facility or parts thereof by other parties; and
- 7.9 borrow funds.

## **APPENDIX 1 - GUIDELINES — COMMUNITY ASSET COMMITTEE DELEGATIONS**

### **Name**

*These guidelines may be referred to as the Foster Stockyard Gallery Community Asset Committee Guidelines.*

### **Application**

*These guidelines apply to:*

*The Foster Stockyard Gallery Community Asset Committee*

### **Exercise of Powers**

*The powers, duties and functions set out in the Instrument are delegated to the Committee. This means that the Committee can only act under delegation when sitting in a formally constituted meeting. This requires that the meeting must be called and conducted in a manner that complies with the provisions of the Local Government Act 2020 (the Act) and with the Council's meeting procedures local law.*

*The Committee cannot exercise its delegated powers when gathered outside the formal meeting structure as described above. For example, an informal coming together of members cannot resolve to act under delegation. Similarly, the delegations do not extend to individual members of the Committee. Individual Committee members cannot by themselves exercise powers delegated powers.*

*All delegations must be read in conjunction with, and exercised in accordance with these guidelines and any other policies and guidelines that may be adopted by the Council from time to time.*

### **Conflicts of Interest or Duty**

*Conflicts of interest or duty must be avoided wherever possible.*

*If a conflict of interest or duty exists it must be declared and managed in the public interest.*

*Committee members must declare any conflicts interest or duty before consideration of any matter related to that conflict or as soon as the conflict becomes known to the committee member and be recorded in the minutes of the meeting and in a Register of Interests.*

*The Committee must maintain a Register of Interests in which interests of the committee members that may give rise to a conflict of interest or duty are recorded.*

### **Reporting Back**

*These guidelines have been developed to support the concept of delegation as a means of ensuring that the functions of Council are conducted in an efficient, timely and transparent manner.*

*Reporting back of delegations exercised may be necessary to ensure that adequate information regarding those actions is available to other staff, management and the Council.*

*Such reporting back would be by presentation of reports to Council within the time specified in the Instrument of Delegation; and production of minutes of meetings that will be circulated or available for inspection at any time.*

*It is to be noted that the reporting back requirements on this policy are a minimum standard only and that nothing will preclude more detailed or extensive reporting back of delegated actions if individual circumstances warrant.*

### **Insurance**

*After receiving Community Asset Committee Details Form, within 1 month of appointment, Council will, upon appointment of each committee, effect and pay for an annual public liability insurance policy to protect hirers. For events involving large numbers of people (more than 50), alcohol, some children's activities and some sporting events, Council will effect and pay for cover but may require the committee to ensure that hirers complete an insurance form which is to be directed to the insurance company by the committee. Council must be contacted before events such as carnivals, large sporting events and 'pop/rock' concerts are booked or organised, as cover may not be available for some events.*

*All of the above insurance arrangements are subject to Council approval based on reasonable use of facilities and frequency. If a committee is unsure about any aspect of insurance cover, they must contact Council's Risk Officer.*

*The actions of committee members, in the proper execution of the committee power and responsibilities, are covered by and indemnified under Council's existing public liability policy.*

### **Improvements and capital works**

*The Committee cannot not erect or construct or make any alteration or addition to any buildings or structures on the Premises, or make application for funding to erect or construct or make any alteration to any buildings or structures on the Premises, without first obtaining the council's written consent.*

*The Committee is responsible for obtaining all and any necessary permits and/or approvals required at law to erect such improvements and shall, upon request by the council, produce copies of such permits and/or approvals to the council.*

*The Committee is solely responsible for all costs of and incidental to the erection of any improvements including costs of permits and/or approvals.*

### **Ownership of improvements**

*All buildings, fixtures and fittings and structures on the Premises together with all structural additions and improvements made by the Committee are the property of the council.*

### **Maintenance**

*The Committee is responsible to: -*

- (i) repair, maintain and keep in good order and substantial repair and condition the Premises and all improvements on the Premises*

- (ii) maintain the grounds including trees, shrubs, turf, grass, plants, lawns and gardens on the Premises in accordance with proper horticultural standards including pruning trees, replacing dead or diseased trees, shrubs and other plants, watering and fertilising and top-dressing lawns and garden beds.*
- (iii) keep the Premises free from rubbish, keep waste in appropriate containers and have it removed regularly.*
- (a) The Committee is not obliged to: -*
  - (i) Make structural improvements; or*
  - (ii) Undertake any plumbing works below ground level; or*
  - (iii) Undertake any maintenance works which exceed \$2,000.00 (excluding GST) per occurrence.*
- (b) The Committee must engage qualified trades people to undertake maintenance and provide the Council with compliance certificates with respect to electrical and plumbing works where appropriate.*
- (c) The Committee must notify the council of maintenance undertaken and shall seek the consent of council for all other maintenance works over \$2,000.00 (excluding GST) and any renewal works.*
- (d) The Committee must comply with the Maintenance Schedule attached hereto and reasonable modifications made in respect of the same by the council from time to time.*
- (e) Any repairs or maintenance items not referred to in this Clause or the attached Maintenance Schedule are the responsibility of the committee.*

**Advertising**

- (a) The Committee cannot permit any sign, advertisement or other notice to be displayed or placed:*
  - (i) On the Premises; or*
  - (ii) On or over any building or structure on the Premises; or*
  - (iii) In any building or structure on the Premises so as to be seen from outside the building or structure;*

*without first obtaining council consent.*
- (b) The Committee accepts that council may at any time require the Committee to discontinue use of any piece or mode of advertising which in the opinion of the council has ceased to be suitable or has become unsightly or objectionable.*

# MAINTENANCE SCHEDULE

**TABLE 1 - BUILDING INTERNAL AND EXTERNAL**

Item	Landlord Responsibility	Tenant Responsibility
<b>Air conditioning / cooling systems and heating fixtures</b>	Full responsibility for renewal / replacement	Full responsibility for cleaning, servicing and repairs in accordance with manufacturer / installer recommended maintenance schedule and providing evidence on an annual basis of this maintenance occurring
<b>Building alterations (including non-structural upgrades) and capital works/improvements</b>	Full responsibility for renewal / replacement	<p>Consent from Landlord required for any building alterations the tenant wishes to complete and all relevant permits.</p> <p>Capital works/improvements are not necessarily approved as of right. Consent may be refused if the works/improvements create implications for Council that it cannot fund or does not see as essential to the service provided from the premise.</p> <p>The works/improvements are subject to Council’s Social, Community and Economic Infrastructure Blueprint processes.</p> <p>Non-structural upgrades require the consent of the Co-ordinator Building and Recreation Assets before any commencement of the upgrades.</p>
<b>Building – External</b>	Programmed maintenance as determined by Council’s Building Asset Management Plan	Cleaning, repairs and maintenance including washing down of walls

TABLE 1 - BUILDING INTERNAL AND EXTERNAL

Item	Landlord Responsibility	Tenant Responsibility
<b>Building – Internal (includes painting of walls, ceilings, and other surfaces)</b>	Programmed maintenance as determined by Council's Building Asset Management Plan	Cleaning and repairs
<b>Cleaning, including purchase of cleaning materials</b>	No responsibility	Full responsibility
<b>Curtains and blinds</b>	No responsibility	Full responsibility
<b>Doors (including cupboard doors, door locks and fittings)</b>	Programmed maintenance as determined by Council Building Asset Management Plan	Cleaning and repairs.
<b>Electrical wiring and fittings in building</b>	Full responsibility for wiring renewal Programmed maintenance as determined by Council Building Asset Management Plan	Renewal of light fittings / globes Cleaning and repairs Battery operated smoke alarms
<b>Energy/Power/Electrical Upgrades</b>		Requests for upgrades must be assessed by Coordinator Building and Recreation Assets and are subject to any Council Energy Assessment process or like process, anticipated savings, and renewal obligations.
<b>Essential Safety items - maintenance and inspections</b>	Full responsibility	No responsibility
<b>Exit and emergency lighting</b>	Full responsibility	No responsibility
<b>Fire extinguishers and fire hose reels</b>	Full responsibility, including regular servicing and maintenance	No responsibility, but payment of repairs / replacement due to misuse
<b>Floor surfaces and coverings</b>	Full responsibility for renewals / replacement other than due to a result of misuse	Cleaning and repairs
<b>Furniture and fittings</b>	No responsibility	Full responsibility
<b>Glass</b>	No responsibility	Cleaning, repairs and renewal
<b>Grease traps</b>	No responsibility	Full responsibility

**TABLE 1 - BUILDING INTERNAL AND EXTERNAL**

Item	Landlord Responsibility	Tenant Responsibility
<b>Plumbing and fixtures (drains, toilets, basins, taps and hot water service)</b>	Programmed maintenance as determined by Council Building Asset Management Plan	Cleaning and repairs. Servicing, maintaining and pumping out septic systems
<b>Roof</b>	Full responsibility for gutter cleaning	No responsibility (because of OHS risks)
<b>Signage</b>	Full responsibility for Corporate signage only	Full responsibility. Consent required from Landlord for all signage and permits
<b>Skylights</b>	Full responsibility for renewal / replacement	No responsibility
<b>Solar system installations</b>	Full responsibility for renewal / replacement	Full responsibility for cleaning, servicing and repairs in accordance with manufacturer's/installers recommended maintenance schedule and providing evidence on an annual basis of this maintenance occurring
<b>White goods (stoves, cooking equipment, fridges, dishwashers and urns etc). This includes commercial type equipment e.g. refrigerators/freezers, cooktops, and wiring and connections to power sources (electricity and gas) associated therewith</b>	No responsibility	Full responsibility

TABLE 2 – GROUNDS MAINTENANCE

Item	Landlord Responsibility	Tenant Responsibility
<b>Boundary fences</b>	Full responsibility for renewals	Full responsibility for maintenance
<b>External furniture</b>	No responsibility	Full responsibility
<b>External seating</b>	No responsibility	Full responsibility
<b>Gardening and landscaping</b>	No responsibility	Full responsibility
<b>Gas bottles (if appropriate)</b>	No responsibility.	Full responsibility
<b>Grading of unmade car parks and entrance roadways</b>	All maintenance.	No responsibility
<b>Graffiti</b>	No responsibility	Full responsibility
<b>Paths, decks, entrances and car parks</b>	Full responsibility for renewals (as determined by the Landlord)	Cleaning and repairs
<b>Playground areas – refer to Table 3 – Playground Area for additional detail</b>	Annual inspections Providing maintenance schedule to Tenants	Maintenance in accordance with schedule provided by Landlord
<b>Security lighting (Building perimeter only)</b>	Full responsibility for renewals	Cleaning and repairs
<b>Shade sails</b>	Full responsibility for renewals	Cleaning and repairs in accordance with manufacturer's/installers' recommended maintenance schedule and providing evidence on an annual basis of this maintenance occurring
<b>Signage</b>	No responsibility	Full responsibility with Council consent
<b>Trees</b>	Removal of trees when required	Pruning and general maintenance
<b>Waste and recycling management</b>	No responsibility	If tenant opts to use Council service tenant pays relevant Council fees and charges

TABLE 3 – PLAYGROUND AREA

Item	Council Responsibility	Tenant Responsibility
<b>Daily playground equipment inspection</b>	No responsibility	Check playground equipment, including playground / yard for wear and deterioration. Possibly using a dally checklist Checklist can be supplied by Council if requested
<b>Digging patch soil</b>	No responsibility	Committee of Management to maintain in accordance with Regulations  Sweep or rake back soil into contained areas to keep paths and lawn areas clean
<b>Existing fixed outdoor playground structures</b>	Annual inspections Providing maintenance schedule to Tenants	Maintenance in accordance with schedule provided by Landlord
<b>Existing sandpit and digging patch structures</b>	No responsibility	Full responsibility
<b>Lawn mowing</b>	No responsibility	Full responsibility
<b>Leaf Litter</b>	No responsibility	Sweep and rake up leaf litter, twigs and branches within playground area
<b>Security systems</b>	No responsibility	Full responsibility
<b>Watering</b>	No responsibility	Full responsibility
<b>Irrigation systems</b>	No responsibility	Full responsibility
<b>Soft fall mulch</b>	No responsibility	To maintain in accordance with Regulations  Rake back soft fall mulch in touch down areas, i.e. under swings and at base of slides on a daily basis. Sweep or rake back soft fall mulch back into contained areas to keep paths and lawn areas clean
<b>Playground fences</b>	No responsibility	Full responsibility

**TABLE 3 – PLAYGROUND AREA**

<b>Item</b>	<b>Council Responsibility</b>	<b>Tenant Responsibility</b>
<b>Recycled rubber surfacing</b>	Renewal/replacement	Cleaning and repairs
<b>Sand</b>	No responsibility	Full responsibility
<b>Sandpit covers and fittings</b>	No responsibility	Full responsibility
<b>Storage sheds and water features</b>	Council to assess and approve works before commencement	All costs, including maintenance associated with extra outdoor storage sheds and water features
<b>Timber edging/retaining walls</b>	No responsibility	Full responsibility

**TABLE 4 – GLOSSARY**

NOTE: Any damage to the items listed within the maintenance schedule caused by misuse by the Tenant will be repaired at the cost of the Tenant.

<b>Landlord Responsibility</b>	This reflects Councils existing Level of Service provided to our Facility user groups and is subject to alterations at the time of lease negation.
<b>Tenant Responsibility</b>	This reflects the current obligations imposed on Tenants of Council facilities and will be subject to change during negotiations.
<b>Cleaning</b>	The action required to preserve the condition of an asset in a safe and functional state.
<b>Maintenance</b>	The required action for retaining an asset as near as practicable to its original state.
<b>Programmed Maintenance</b>	The maintenance that is required to: Meet statutory regulations. Prevent potential asset component failure. Retain the asset in a state fit for its intended use.

**TABLE 4 – GLOSSARY**

NOTE: Any damage to the items listed within the maintenance schedule caused by misuse by the Tenant will be repaired at the cost of the Tenant.

<b>Renewal</b>	To return an asset to its original state.
<b>Repair</b>	Work undertaken to return a component or section of a component back to a functional condition.