

SOFTBALL ACT

and

HAWKER MEN'S SHED

AUSPICING

AGREEMENT

Current as at: 26 March 2021

PRELIMINARY

1. This agreement is between ACT Softball Association Incorporated, the “auspicor” and the Hawker Men’s Shed, the “auspicee”.
2. The Hawker Men’s Shed hereinafter referred to as “HMS” is an outreach program of the ACT Softball Association Incorporated, trading as Softball ACT, hereinafter referred to as SACT.
3. HMS was established in October 2019 as an auspice of SACT.
4. SACT was initially established in 1959 and in 1981 was incorporated as an Association within the ACT, complying with the Associations Act and registered as ACT Softball Association Incorporated.

RELATIONSHIP

5. The fundamental principles of this auspicing agreement are that:
 - a. the relationship between SACT and HMS is a collaborative one; and
 - b. both SACT and HMS are able to work together, trust each other and communicate well.
6. Nothing in this agreement creates any relationship of partnership or employment between SACT and HMS.

DEFINITIONS

7. **SACT** means, unless otherwise intended, ACT Softball Association Incorporated represented by the Board of Softball ACT through the Chief Executive Officer of SACT.
8. **HMS** means, unless otherwise specified in this document, the Committee of HMS and each of its members.

CONSTITUTIONAL REQUIREMENTS

9. SACT’s original objectives in establishing the Hawker Men’s Shed were to:
 - a. provide an opportunity for retired softball players and parents of softball players to remain involved in the softball community through craftwork, project activities and social interaction;
 - b. provide volunteering opportunities for people with whom they are comfortable with; and

- c. engage the Hawker community in the sport of softball through non traditional measures often associated with improving mental health and well-being.
10. The Board of SACT has the power to enter into this Auspicing Agreement if SACT is satisfied that the HMS activities continue to further the purposes of SACT in some way. If the activities do not align with SACT's purposes, the Board of SACT does not have power to approve the arrangements and approval could potentially breach legal duties.
11. Critical to the continuation of this auspicing arrangement is that work undertaken by HMS aligns with the purposes and powers within SACT's constitution and strategic plan. For purposes of this agreement, activities undertaken HMS must be seen to:
 - a. assist in encouraging and promoting the advancement of softball in the Capital Region;
 - b. promote the economic and community service of SACT;
 - c. promote the health and safety of members and all participants; and/or
 - d. assist in maintaining or improving facilities for the enjoyment of softball in the Capital Region.
12. Not all activities undertaken by HMS need to further the purposes of SACT.
13. Some examples of how HMS activities further the purposes of SACT in some way are:
 - a. HMS members volunteering to assist at SACT events;
 - b. HMS activities enhancing the SACT facilities through improvements, maintenance and repair work;
 - c. HMS promoting its activities as being held at the SACT complex thus ensuring SACT is more visible; and
 - d. HMS making decisions which are in the best interest of SACT.
14. Provided SACT can be satisfied that HMS activities further the purposes of SACT in some way, HMS may undertake other activities which have no impact on the SACT purposes or SACT itself.

TERM OF AGREEMENT

15. SACT and HMS have been in an undocumented auspicing arrangement since the inception of HMS in October 2019. This agreement formalises the auspicing arrangement and takes effect from the date the agreement is signed by both SACT and HMS.

16. This agreement will be reviewed annually.
17. This agreement will continue until such time as:
 - a. HMS becomes incorporated; or
 - b. either party fails to fulfill its obligations or otherwise breaches the agreement and is not in a position to remedy this; or
 - c. either party provides reasonable notice that it no longer wishes to continue with the auspice arrangement; or
 - d. HMS is dissolved.
18. In the event that this agreement is terminated as a result of *Clause 17*, SACT can request HMS to vacate the premises and land which has been allocated to HMS.

PROPERTY AND EQUIPMENT

19. Where HMS becomes incorporated under *17a*, all assets of HMS will transfer to the new incorporated body, and hire and storage fees may apply to utilise allocated space.
20. In the event that this agreement is terminated as a result of *sub-Clauses 17b, 17c or 17d*:
 - a. any asset purchased or being used by HMS that is referenced in Schedule 1 is to have ownership transferred to SACT;
 - b. all other HMS assets which are fully paid, including monies in the HMS bank account, remain the property of HMS;
 - c. any tool, or piece of equipment, on loan to HMS is to be returned to its rightful owner; and
 - d. HMS assets which have not been fully paid remain the responsibility of HMS to pay;
 - e. any tool, or piece of equipment, which becomes surplus shall be gifted to another Men's Shed with similar objectives to that of HMS or SACT.
21. While under auspice, where HMS owes a debt to third parties through financial arrangements formally agreed by SACT, all assets of HMS, including cash at bank are considered property of SACT until the debt is satisfied, so long as SACT does not unreasonably dispose of said assets.

HMS ACTIVITIES

22. The objectives of HMS are to:
 - a. provide men, women and other individuals from all walks of life with a friendly and inclusive safe haven where they can relax and enjoy each other's company in a non-threatening environment;
 - b. give all attendees the opportunity to participate at their own pace and in their own time; working together with other attendees or individually; and
 - c. give all individuals attending the shed the opportunity to participate in group activities, community projects, learn or share skills or undertake a hobby.
23. The aims of HMS activities are to improve the health and well-being of attendees through addressing social isolation and boosting mental health of participants in terms of:
 - a. feeling safe;
 - b. making friends;
 - c. sharing meaningful activities; and
 - d. providing vital health information and resources that attendees may not usually access or may be reluctant to access.
24. HMS may undertake whatever activities it sees fit provided:
 - a. those activities meet the objectives as set in *Clauses 22 and 23*; and
 - b. some activities are seen, to the satisfaction of SACT, to further the purpose of SACT as outlined in the *Constitutional Requirements* section above.
25. No members of HMS are required to carry out any routine softball complex maintenance.
26. Members of HMS may, as a personal decision and without obligation, volunteer to carry out softball complex maintenance or any other softball related projects.
27. There is no requirement for members of HMS to volunteer at any softball event.
28. Members of HMS may, as a personal decision, volunteer at softball events.
29. The HMS Committee may approve HMS members attending a softball event as a project or fundraiser for HMS.
30. HMS members are not members of SACT unless they specifically join and pay the SACT membership fees. This is a personal decision and there is no requirement for HMS members to be members of SACT.

SACT OBLIGATIONS

31. As the auspitor, SACT effectively takes on legal and financial responsibility for HMS. This responsibility is accepted by SACT on the basis that:
 - a. HMS has its own insurance coverage; and
 - b. HMS obtains SACT approval prior to entering into any financial arrangement which requires either a loan, hire or repayment arrangement.
32. While under auspice, if HMS cannot pay any amounts owing to third parties through financial arrangements formally agreed by SACT, SACT will assume responsibility for the payment of any outstanding amounts.
33. SACT does not wish, nor needs, to be involved where HMS is spending the money in the HMS bank account or which HMS has received from grants.
34. SACT agrees to provide appropriate administrative, operational and regulatory support to HMS in line with Schedule 2.

HMS OBLIGATIONS

35. As the auspicee, HMS agrees to comply with the requirements of this agreement in line with Schedule 3.

FINANCES

36. SACT is not responsible for funding any HMS activities or for meeting the cost of any HMS liabilities.
37. HMS is fully responsible for generating income to be used for HMS activities and paying HMS expenses.
38. SACT has made available an independent bank account with the Bendigo Bank for HMS to use for the purposes of depositing all receipts, donations and grants and from which to pay all liabilities.
39. Signatories to this account are HMS Committee members approved by SACT. Any changes to the signatories must be approved by SACT.
40. HMS is to operate as a not-for-profit outreach program of SACT.
41. HMS takes responsibility for all operational costs, including the paying of all invoices and accounts and issuing of receipts where necessary. SACT is not responsible for managing the HMS account or paying HMS liabilities.

42. As HMS does not have its own ABN and is not an incorporated association, it will not be able to enter into any formal contracts or liability arrangements.
43. SACT will not use funds within the HMS account for any non-HMS activities.

GRANT APPLICATIONS

44. As HMS does not have its own ABN and is not an incorporated association, it will not be able to apply for grants in its own right. SACT therefore agrees to the use of SACT's ABN and incorporated name for purposes of applying for HMS grants.
45. The President of HMS has SACT's authority to use the SACT name and ABN for the purposes of applying for grants on behalf of HMS.
46. SACT should be informed of grants applied for by HMS to ensure there are no conflicts and that any queries from the granting authority can be addressed in the appropriate manner.
47. All grants applied for on behalf of HMS will be used solely for HMS activities.
48. HMS is to provide SACT with a summary of all grants obtained and the acquittal progress each financial year.

INSURANCE

49. HMS is responsible for maintaining a current public and product liability insurance policy with the Australian Men's Shed Association (AMSA).
50. HMS is responsible for providing SACT with a current copy of the Certificate of Insurance each year.
51. Any insurance claims resulting from HMS activities are to be processed through the HMS insurance policy with AMSA, therefore HMS is to ensure that any insurance claims are directed to HMS and not through SACT.
52. SACT does not take responsibility for any insurance claims arising as a result of HMS activities.

PROJECT SPACE

53. SACT will make available for HMS use that area of land along the right field side of Diamond 2 which is 3 metres beyond the light pole (for service vehicle access). This area of land can be used for both storage and undertaking HMS activities.
54. Any fees or costs associated with the use of this area are addressed in Schedule 4.

55. As the complex is leased from the ACT Government, no permanent fixtures are to be erected without both the agreement of SACT and approval from the ACT Government. SACT therefore recommends that only portable buildings be erected in this area.
56. HMS is responsible for ensuring this area remains clean and tidy and free of hazards. HMS is also responsible for mowing this area. Use of the SACT mower and fuel is available for this purpose.
57. This allocation of space is granted only whilst SACT occupies the Hawker complex and does not tie the ACT Government or associated agencies as landholders to continue to allocate this space to HMS.
58. This allocation of space can be withdrawn at the discretion of SACT by giving reasonable notice of the intent to withdraw.

HMS OPERATING TIMES

59. As the complex is a softball complex and SACT pays the lease and other utility costs, SACT will need to approve the days and times of any HMS activities.
60. Any conflict between HMS activity times and SACT events are to be managed by negotiation between the two parties. Notwithstanding that the SACT event will need to proceed, it is possible to negotiate both activities proceeding in some circumstances.
61. Where there is an agreed HMS activity, SACT will ensure HMS has access to the complex. Where the activity is outside of regular SACT hours, arrangements will need to be made in relation to both access and lock up.

DISPUTE RESOLUTION

62. HMS is responsible for dealing with risks, issues and disciplinary actions resulting from HMS activities.
63. SACT will only become involved where the risks, issues or activity requiring disciplinary action cannot be appropriately resolved by HMS and there is a detrimental impact to SACT.

SCHEDULE 1

ASSETS TO BE TRANSFERRED TO SACT ON TERMINATION OF AGREEMENT

In the event that this agreement is terminated as a result of sub-Clauses 17b, 17c or 17d, the following assets are to be transferred to SACT:

- i. any site sheds;
- ii. any shipping containers;
- iii. any garden sheds or other sheds;
- iv. any mounted items such as a defibrillator or shelving structure;
- v. any paving and other landscaping activity outcomes which, if removed, will adversely affect the appearance of the softball complex; and
- vi. any other fixed assets.

Any changes to this schedule must be discussed and agreed between the auspicee and the auspisor prior to amendment.

SCHEDULE 2

SUPPORT TO BE PROVIDED BY SACT

SACT may agree to provide appropriate administrative, operational and regulatory support to HMS at an agreed cost.

This support includes:

- a) the use of SACT's ABN and incorporated name for purposes of applying for HMS grants;
- b) the use of an independent SACT bank account specifically and exclusively for all HMS financial activities;
- c) the use of reasonable printing and photocopying services;
- d) ensuring financial statements are audited;
- e) use of a specific area of land primarily for HMS activities;
- f) use of SACT utilities, including power, water and rubbish removal;
- g) use of other SACT facilities (e.g. clubhouse, BBQ area) on a needs basis or for specific HMS project activities (prior SACT approval is required to ensure no conflict is experienced);
- h) promoting specific HMS events to SACT members; and
- i) providing HMS with opportunities to raise funds (for example, through the payment for specific project work, by collecting donations at SACT events, etc.).

SACT agrees to provide these services to HMS provided:

- a) HMS continues to provide support to SACT;
- b) HMS ensures HMS activities continue to further the purposes of SACT as outlined in the "*Constitutional Requirements*" section above; and
- c) HMS continues to meet the requirements of this agreement.

SCHEDULE 3

HMS OBLIGATIONS

HMS agrees to comply with the requirements of this agreement and in particular:

- a) maintain a current HMS Charter in conjunction with SACT;
- b) maintain a current public and product liability insurance policy with the Australian Men's Shed Association (AMSA) and provide a copy of such to SACT;
- c) obtain SACT approval prior to entering into any financial arrangement which requires either a loan, hire or repayment arrangement;
- d) maintain appropriate financial records and provide an itemised financial statement each year which clearly identifies funding and expenditure; financial reports should be suitable for inclusion in the SACT audited financial statements;
- e) comply with grant conditions and ensure all grants are appropriately acquitted;
- f) obtain SACT approval prior to signing on a new sponsor to ensure there are no conflicts with SACT sponsorship agreements;
- g) ensure that the areas used by HMS are appropriately maintained and kept clean and tidy and free of hazards;
- h) ensure the grassed area on the right field side of diamond 2 (the area allocated to HMS) is kept mowed and tidy;
- i) provide SACT use of the "site shed" for SACT events, if requested (a minimum of 2 weeks notification will be given by SACT);
- j) consult with SACT prior to undertaking any construction or other works on the SACT complex;
- k) obtaining SACT approval with respect to the hours and days of operation of the Men's Shed and any of its projects;
- l) adhere to the Drug and Alcohol, Smoking and Dog policies of SACT and the ACT Government when within the SACT complex;
- m) notify SACT of any suspected fraudulent events, or other events or omissions that could affect SACT;
- n) provide SACT with details of HMS Committee members;
- o) maintain an up to date register of HMS members and make this available to SACT upon request;

- p) ensure Work Health and Safety requirements are observed at all times;
- q) obtain SACT approval prior to advertising any HMS event outside of the approved HMS operating hours; and
- r) provide SACT with an annual report of activities undertaken and financial status.

SCHEDULE 4

FEES AND COSTS

SACT and HMS agree that the following fees and costs will be reviewed annually by nominated officers for each organisation:

- Rent
- Electricity / Power
- Amenity access
- Water
- Stationary and office printing requirements.
- Other items as discussed between the officers

SACT and HMS agree that works/activities performed by HMS for the benefit of SACT can offset any fees or costs associated with the location of HMS at the Hawker Softball Centre, to be negotiated by nominated officers.