



'The Chin-Wag' Newsletter



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The Forest Community Men's Shed Assoc. Inc.

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IMPORTANT SPECIAL EDITION

THE REASON FOR PUBLISHING THIS SPECIAL EDITION OF THE NEWSLETTER IS TO PROVIDE MEMBERS WHO WERE UNABLE TO ATTEND THE 3rd ANNUAL GENERAL MEETING AND ORDINARY GENERAL MEETING THAT FOLLOWED, WITH THE SAME IMPORTANT INFORMATION THAT WAS DISCUSSED AT THOSE MEETINGS.

The minutes of both meetings are available for members to read and are located in a ring binder on the book shelf in the lunch room. Members are encouraged to read the minutes at their leisure.

The report in this newsletter primarily focusses on the discussions that took place concerning the contentious Deed of Licence between Uniting and The Men's Shed.

Members will be aware that our continuing access to and use of The Men's Shed facilities is dependent upon The Shed management committee executing a Deed of Licence to use the space designated as The Men's Shed.

To begin I will focus on the positive aspects of the Licence; those negotiated outcomes that we might describe as 'the wins' for The Shed.

- The most significant and most recent 'win' is the great news that we will be allowed to use what we have always referred to as 'the screened off compactus area' behind the shadow board wall. This will allow us to increase the workshop size by about 25% and we already have a draft plan of action in place to prepare this space for use by members commencing in 2017. At the meeting members were asked to submit their ideas and suggestions (in writing) as to how they would like this space utilised.

Regulars at The Shed will no doubt already be aware that the compactus shelving has been removed in readiness for our occupancy, and we have been able to retain one bank of shelves for our use.

- We get to retain our use of the space under the building where our work in progress store is located as well as the space where timber is stored on the racks.
- Earlier this year we were told that we would no longer be allowed to carry out any Shed activities outside The Shed roller doors and would therefore have to relinquish our use of the spaces we use immediately outside our main door. That meant that we could no longer use the portable 'bed' work benches AND would have to remove the trailer, the cabinets that house the thicknesser and the jointer as well as the recently constructed cupboard where we store our crafts for sale.

I am delighted to advise that we have now negotiated to retain our use of these outside areas and can keep the thicknesser/jointer cabinets although the craft cupboard will have to be removed.

- We have been successful in getting Uniting to agree to partially funding the cost of mandatory Testing & Tagging of our electrical tools and equipment which is likely to cost us in the order of \$1,200 per year and which might double if we are forced to Test & Tag twice per year. Uniting's contribution will be around \$500 per annum.
- We are permitted to keep the three dust extractor units in-situ but we cannot add any more machinery.

I will now address those less than desirable and seemingly non-negotiable outcomes within the Licencing agreement - 'the losses'

- All members have now been advised that as from September 1st the parking of members' vehicles in the carpark and on the roadway leading into the carpark is strictly prohibited. The exception to this being that members displaying a valid disability parking sticker on their vehicle may park in an allocated space where such is available. Uniting may consider adding additional disability parking spaces.

All member vehicles must be parked on the gravel carpark adjoining the paddock or on Morgan Road.

- The most contentious and indeed the most displeasing clause within the Licence agreement relates to the non-negotiable requirement that all Men's Shed members MUST undergo a Police check if they are to access any of the areas designated as 'Men's Shed'.

There was lengthy discussion about this very contentious matter at the meeting but given that this is a non-negotiable requirement for continuing membership of The Shed, the meeting resolved to accept this condition within the Licence. Your committee has yet to work out how we are going to implement this requirement as it appears to require every member to make a personal application to NSW Police Dept. at a likely cost of around \$40 per applicant.

Notwithstanding our requirement to comply, I believe that it is only fair and reasonable that every Men's Shed member be given the opportunity to decide whether or not they are willing to undergo a Police check.

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Below I have detailed the precise wording of the clauses within the Deed of Licence that refer to this requirement and they are as follows:-

Clause 12. Police Certificate

The Licensee (The Forest Community Men's Shed Inc.) must:

(a) Ensure that each person who is a member of the Men's Shed, who may or will access the Licensed Area or who has or may have access to the Residents and that is not supervised by the Licensor and who has, at any time that is less than 3 years old;

(b) Ensure that each person who is a member of the Men's Shed, who may or will access the Licensed Area or who has or may have access to the Residents and that is not supervised by the Licensor and who has, at any time after they turned 16 years old, been a citizen or permanent resident of a country other than Australia, has made a statutory declaration in a form which satisfies the Commonwealth Statutory Declarations Act 1959 declaring they have never been convicted of murder, sexual assault or convicted of and sentenced to imprisonment for any other form of assault;

(c) Ensure that a person who has been convicted of murder, sexual assault or convicted of and imprisoned for any other form of assault, will not access the Licensed Area;

(d) Provide a certified copy of the Police Certificate and, if relevant, the statutory declaration referred to in subclause (b), to the Licensor prior to that person accessing the Licensed Area;

(e) Ensure that any contract entered into with a contractor contains provisions which require that contractor to advise the Licensee immediately if any event occurs which would give rise to a notification on their Police Certificate or which affects their suitability to conduct any works in or access to the Licensed Area;

(f) Ensure that at all times the Licensee conducts itself and ensures each member or contractor engaged by the Licensee conducts themselves so as to comply with the requirements of, and to ensure that the Licensee is in compliance with, the "Office of Aged Care Quality and Compliance – Police Certificate Guidelines for Aged Care Providers" as published by the Department of Health & Ageing at all times.

(g) The Licensee acknowledges that the Licensor is reliant upon the Licensee to satisfy its obligations set out in this clause 12 in order to comply with the Licensor's legislative requirements.

The meeting agreed that the requirement to undergo Police checking in order to retain membership of The Men's Shed is both repugnant and potentially discriminatory; however there appears to be no other option than to comply.

Individual members will therefore have to make their own decision.

Within the Licence Deed there are a number of other requirements that we (your management committee) are not happy with, some of which place the burden of risk onto our association and we have been advised by our insurers to seek a legal opinion before agreeing to these contentious clauses.

Legal Advice is therefore clearly required if we are to have any chance of removing the requirement for Police checks and to address some other areas of concern.

I am pleased to advise that we have now been successful in securing the services of a large legal practice that has agreed to review the Deed of Licence in its entirety and advise us on what action we should take.

The legal practice has very kindly agreed to provide their services free of charge (pro-bono) as a community service and in support of what they describe as a very worthwhile cause.

I can also advise that between 24th – 26th August, I have spoken at length with both the Managing Partner, Rod Berry and with Janelle Boutros the Lawyer assigned to assist us and I have every confidence they will do whatever is possible to assist us in determining a more realistic and favourable Deed of Licence; although on this point I cannot pre-empt any particular outcome.

There is just one final matter that was addressed at the meeting of members which needs to be brought to everyone's attention.



Loose Lips Sink Ships, a World War II American idiom means "beware of unguarded talk".

I recently attended a tram project 'thank you' function at Northern Beaches Council at which both the General Manager and past Warringah Mayor publicly made mention that Council would continue to look for 'new premises' for The Forest Community Men's Shed.

I was gob-smacked ! What the heck were they talking about ?

Well it seems that a rumour had emerged that The Men's Shed was looking for new premises because we were being 'kicked out' of where we are. **WE ARE NOT BEING KICKED OUT.** Yes, we have some challenges to negotiate but we have a minimum of 3 years occupancy under the terms of the Licence.

We cannot afford to have rumours spreading. If Uniting were lead to believe we were actively looking for alternate premises (which we are not) they might reasonably ask us to sod-off, and then we would be well and truly up the creek without a paddle.

Cheers – President Tim