



# Dollars & Sense

February 2017 Newsletter from the UCSA Resources Team

## Returning to say thank you

During last year, I was reminded several times about the parable recorded in Luke 17:11-19 where ten lepers were healed and only one returned to say thank you. The parable provides a stimulus for many great conversations, but on the simplest level, the act of saying thank you to God is central to the story. Recognising that all we have is given to us by God is fundamental to our understanding of stewardship (another story for another day), therefore being thankful should come easily. But while I would love to be that one person returning to say thank you, for many reasons I know that's not always true.

Within the Resources Team we are intentionally developing a culture of gratitude and to do so we have implemented several 'thank you' initiatives. Recently I had the privilege of sharing lunch with our Congregational Bookkeeping Unit Auditors to say thank you for generously giving their time and expertise to audit congregations' accounts. Together they audited over 40 congregations in 2016. It was good to be able to honour these contributions that otherwise may go unrecognised.

So as we begin the year, as we ponder the months ahead, plan our meeting schedules and look over our task lists, I want to say thank you for your service to the Church.

Thank you for your dedication to serve in your congregation. Thank you for accepting the responsibility to undertake work which is vital to support the mission and health of your congregation.

I hope this edition of Dollars and Sense will provide you with helpful information as you serve in your local community. As always, if you have any questions or suggestions, do not hesitate to contact us at [resources@sa.uca.org.au](mailto:resources@sa.uca.org.au).

**Peter Battersby**  
Executive Officer, Resources

## Beyond Limits



### Beyond Limits Outdoor Education – growing by the grace of God

In 2012, Uniting Venues SA introduced activity programs at three of our five campsites – Adare, Nunyara and Tarooki. At the time, over 50% of Christian campsites across Australia were successfully providing programs and it was clear that we simply needed to make a start.

Five years on, during 2016 Beyond Limits hosted just over 100 programs at six different locations and reported a small financial surplus without the need for financial support from Adare and Nunyara.

Our activities and programs are now designed within the framework of a 'Sequential Camps Experience'. A school group can attend a four / five / six year level program camp at Nunyara, then progress to a seven / eight program camp at Adare, a nine / ten program tent camp at Adare and return to Nunyara

for a leadership retreat in years 11 / 12. Most schools conduct their own program for 11 / 12 leadership retreats however we have been successful in providing team building activities of approximately 90 minutes in duration (generally on the morning of each day of their retreat).

We now employ 20 - mostly casual - staff who all maintain an active Christian faith as we provide a sequential camps experience across a variety of year levels to a number of Catholic, Independent Christian and government schools.

The secret to the success of Beyond Limits is twofold; continuous prayer and careful selection of staff. Prayer speaks for itself but selection of the staff who share our vision, passion and culture has been fundamental in the growth of Beyond Limits.

**Mark Lee**  
General Manager, UVSA

### “Property Services – hiring out property

Our church properties have great spaces to hire out for meetings, community groups, craft groups, other churches, wedding receptions, birthday parties and much more. Additionally, there are spaces that may be leased to organisations on an exclusive basis. It is an excellent way to build or maintain links with the local community as well as the obvious benefit of the generation of some income for the church and having a presence or additional presence on the church premises.

So if you hire out your church property – what do you need to do?

Use of church property	Description	Agreement
<b>Non-exclusive use</b>	Where another person/organisation has non-exclusive use of church property regularly or from time to time or on a once-off basis	Licence Agreement – Non-Exclusive, provided by Property Services <i>(managed by Church Council)</i>
<b>Partial exclusive use</b>	Where another person/organisation has some exclusive use of church property together with shared spaces	Licence Agreement – Exclusive, prepared individually by Property Services <i>(managed by Church Council)</i>
<b>Exclusive use</b>	Where another person/organisation has full exclusive use of a part of the church property or a shop premises	Commercial lease & Disclosure Statement – documents prepared by solicitor via Property Services <i>(managed by agent)</i>
<b>Peppercorn lease (exclusive use)</b>	Where another person/organisation has full exclusive use of a part of the church property on a peppercorn basis	Commercial lease & Disclosure Statement – documents prepared by solicitor via Property Services <i>(managed by Church Council)</i>

### Non-exclusive use of church properties

When hiring out church premises, a Licence Agreement must be completed. A Licence Agreement is used where another person or organisation wishes to have non-exclusive use from time to time of church property, including if the property is only required for one occasion.

It is prepared by the Congregation (the Owner’s Agent in the agreement) and provided to the User (the person or organisation hiring the property). Agreements regarding the use of real property are termed ‘licence agreements’ whereas agreements regarding the use of ‘chattels’ (movable personal property – furniture, transport, equipment etc) are ‘hire agreements’.

Property Services provides three Licence Agreements for non-exclusive use:

- **Short Form** – simplest of the forms, appropriate for once-off hires. Schedule has no provision for bond, conditions or keys
- **Long Form** - schedule includes items for specific conditions & provision of keys
- **Long Form & Bond** - schedule includes items for bond, specific conditions & provision of keys.

The Licence Agreements can be sent as Word documents to the congregation so a master Licence Agreement can be created including the details of the congregation, contact person, premises address, congregation’s bank account details etc. If forwarding the Licence Agreement to a User (hirer) by email, please change to a PDF document so the document can’t be changed easily.

### Some further information:

- A guidelines/information sheet with information regarding your premises can be added to the Agreement.
- Licence Agreements are updated regularly (at least annually).
- Maximum term for the agreement is 12 months but can be renewed by mutual agreement.
- Users (with some exceptions) must provide evidence of current Public Liability Insurance.
- The Licence Agreement must not be amended. However, we are committed to developing the Agreement further and are open to suggested amendments.
- Licence Agreements are signed by the Church Council or delegated nominee.

The Licence Agreements are regularly updated and available by email. To request the latest agreements and general information, please email [property@sa.uca.org.au](mailto:property@sa.uca.org.au).

### Partial exclusive use or exclusive use

For all partial exclusive use or exclusive use hire of property, please contact Lynne.

Lynne Aird, Property Administrator, 8236 4210 or [laird@sa.uca.org.au](mailto:laird@sa.uca.org.au)

Welcome to the first instalment of 'Safe-Tea Break' for 2017 - and my ongoing quest to try and demystify WHS. As we move forward into a new year following the busy Christmas period for most churches, there will be a number of congregations which are now well underway planning and preparing for events and camps in the coming months. Whether it's a joint camp like KCO or SAYCO, your own Easter camp or a new mission or fundraising event for this year, they all have additional risks and dangers that should be assessed and managed appropriately.

*Are such events workplaces?* The simple answer to this in most cases is yes. Firstly, in order for any activity or event to be covered under our insurance, they must be discussed, agreed and minuted by your Church Council. Events need volunteers to make them happen and congregations have a duty of care for those volunteers as well as those attending, wherever they take place. Congregations that are PCBU's (*employers - see the WHS article in the June 2016 edition for an explanation of this acronym!*) have a clear legal duty to manage the risks accordingly.

Our larger joint events organised through Synod such as KCO and SAYCO come with specific information and requirements to help ensure they operate as safely as possible. They include guidance and risk assessment documentation for congregations and coordinators to complete and this helps us to meet the legal requirement for multiple PCBU's (employers) to work together when managing joint risks.

The same principle applies when running an event at congregation level and the following are just a few examples of the common risks to consider:

- **Location, travel and transport** – ensuring the location is suitable and accessible to all who are attending; knowledge of the local facilities, particularly emergency services or local restrictions before you arrive.
- **Volunteers, leadership & supervision** – ensuring there are enough experienced and competent people to run the event and activities safely, and that the appropriate checks have been undertaken, particularly when children or vulnerable adults will be involved.
- **Activities** – are appropriate to the mission of the church, have been assessed appropriately and have qualified and experienced instructors where required.
- **Equipment** – all equipment being used, whether church owned or personal, is safe and fit for use and tested to ensure compliance with any relevant standards.
- **Weather** – the forecast is monitored in the run up to the event and provisions are made for alternatives or cancellation should the event or any activity become unsafe. Ensure that those setting up are kept safe and that sun safety practices are employed by all.

- **Insurance** – that any planned unusual or higher risk activities are notified to UCSA Insurance Services prior to confirm coverage. Ensure those providing personal equipment for use have their own cover in the event of damage or theft (only church owned property can be claimed under UCSA insurance). Any third party organisations attending or providing services/equipment have appropriate insurance in place.

As always, the above should come as no surprise to most and those who have run such events before, however if you're new to such things it can seem like a lot of work. The good news though is that doing things well the first time not only reduces the risks and helps ensure that your event runs safely, it will also provide a clear blueprint for running it again! This is particularly useful if you're looking to rotate coordinators and leaders. I've included a link to the 'Event and Activity Safety' guidance area available on the UCSA website for further information and resources:

<http://sa.uca.org.au/whs/service-team-contact-details/events-youth-events-excursions-camps-and-other-activities>

If you would like to discuss this or any other WHS related matters, I work Tuesday – Thursday at the Synod office and can be contacted on [wbooth@sa.uca.org.au](mailto:wbooth@sa.uca.org.au) or by phone on 8236 4214.

**Wayne Booth**  
WHS Coordinator

## Financial Services - General & Payroll

### Urgent Call for Auditors

The Uniting Church SA Synod Congregational Bookkeeping Unit (CBU) urgently requires assistance from suitably qualified auditors (CPA, CA or Registered Company Auditor) to provide low cost audit services to UCSA congregations.

The CBU currently provides bookkeeping services to approximately 30 Uniting Church entities, using MYOB. From time to time, other congregations who do their own bookkeeping will approach the CBU for a referral to a suitable auditor. If you or someone you know is available and willing to join a small team to provide this valuable service, please contact Marie-Ann Ellis, Congregation Finance Specialist on 8236 4251 for further information.

### Submitting the most current police check form

Screening Services Unit is unable to accept any 'old style' police check forms which continue to be submitted. These will be returned to the applicant for re-submission using the current form. Please destroy all stocks of old forms and download the current form from the web site <http://sa.uca.org.au/called-to-care/screening-process>

### Overdue 2017 Mission and Service Fund Contribution Response Forms

If you are yet to submit your 2017 Mission and Service Fund Contribution Response please download the form from <http://sa.uca.org.au/mission-and-service-fund> and send or scan and email the completed form to the Synod office. This information and commitment to contribute is an important part of budgeting

and subsequent reporting for the Synod office. Queries: Peter Harbison: (08) 8236 4282. Country Callers: 1300 766 956  
Email: [finance@sa.uca.org.au](mailto:finance@sa.uca.org.au)

### Overdue audited 2015 financial statements

Copies of audited 2015 financial statements for congregations, faith communities and parishes were due with the Synod office by 30 June 2016. These statements provide important and useful information for a variety of purposes so please send yours in today, if you have not already done so. Queries: Peter Harbison (08) 8236 4282. Country Callers 1300 766 956.

### Auditing of Financial Statements

Congregations and faith communities are reminded of Regulation 3.8.7 which governs the appointment of auditors for financial

statements. This can be viewed at [https://assembly.uca.org.au/images/resources/Regulations\\_Policies/2015\\_Regulations-updatedSeptember2016.pdf](https://assembly.uca.org.au/images/resources/Regulations_Policies/2015_Regulations-updatedSeptember2016.pdf) Copies of audited financial statements should be sent to the Synod office by the 30th of June.

### Advance Notice - Police Checks for KCO

KCO will be held this year on 25-26 March 2017. Police check forms are normally processed as soon as they are received by the Synod office. However, there may be delays in receiving results back due to the nature of the checking process in police jurisdictions. As a result congregations are strongly encouraged to forward police check forms as soon as possible to reach the deadlines as required by the KCO organisers.

Forms can be downloaded from <http://sa.uca.org.au/called-to-care/screening-process>

## Insurance Services Department

We are now 3 months into the new insurance year and thank you to all the congregations who have paid their insurance renewals early. For those who have not paid yet we would appreciate the finalisation of these amounts as soon as possible.

As I mentioned in the last newsletter, the recent September/October and now December storms caused damage to some congregational buildings.

Please remember if you did suffer any damage and you think it was from those storms, contact Insurance Services for advice or assistance. You may be able to claim on your insurance but it is better to do this sooner rather than later.

### IF A TREE FALLS IN A STORM WHO PAYS FOR ITS REMOVAL?

After recent storms across South Australia, a common enquiry was:

*When a tree on church property falls on a neighbour's property and damages a shed, is the congregation liable for the damage caused by the tree?*

The simple answer is no – but as always there is more complexity in the detail!

When a tree growing on church property falls and damages church property it is a straight forward application of the policy wording. Situations often arise when the tree falls on your neighbours' property and damages their building. The neighbour may think you are automatically liable, because it is after all your tree. The law about neighbours rights and responsibilities is covered generally by "common law", being the tort of nuisance or negligence. Just because the tree is on your property it does not mean you are automatically liable for the tree falling or dropping branches in a storm. For the congregation to be liable, generally you need

to be aware the tree is near the boundary and is in a dangerous condition, or belongs to a species which is known to drop branches. If a strong, healthy tree blows down across the boundary fence onto a neighbour's property (shed/house), and damages it, this is considered to be an "act of God" for which there is no liability to the church.

Insurers generally sets limits of \$20 million or more for "legal liability" to pay damages arising from a claim for an accident that results in death, bodily injury, or damage to property of a third party not living with you. This includes damage if a tree on your property falls and damages another person's property and you are liable. If you are not liable, a claim should be made on the neighbour's insurer. If you knew the tree was dangerous, for example, an arborist had recommended its removal or you had a Council order requiring its removal which you failed to act on, then you may be exposed to some liability. With boundary fences, generally each neighbour is responsible for 50% of the cost for repair or replacement of the fence. As you are only liable for 50%, then the insurer is only liable for 50%.

In terms of tree removal, our insurance policy will only cover you for the removal of the tree if it causes actual damage to an insured building or contents. If there is no damage to the building or contents, then there is no claim and you will be up for your own removal costs.

If you have any other questions about insurance, please contact Susanne Alley or me in Insurance Services on 08 8236 4222 or email us at [insurance@sa.uca.org.au](mailto:insurance@sa.uca.org.au)

Regards  
Tony Phillips

