

**TRANSITION EMAIL NO. 6 RE: Duty of Care when managing a Camp/residential conference Part I:
Some of “What Can Happen” NOVEMBER 18, 2009**

(As Geelong Grammar School refers to an event like the TAFTA FORUM as a Camp, as standard format, that terminology is used here).

From Janet De Boer:

- TO: Glenys Mann and the members of her staffing team for Fibres Geelong 2010, dates of September 26 – Oct 2, 2010: Deb McArdle, Belinda Gonsalves, Mags Nixon, Joss Farmar-Bower, Prue Barridge, Janice Appleton and Alicen Kaye
- To The TAFTA Board of Directors, currently comprising President, Leonie McNally; Vice-President Sue Mears; Hon Secretary Donna Toussaint; Directors Kay Faulkner; Sue Ford; Jude Skeers; Svenja; Martien van Zuilen; Sheila Virgo
- To Paul Sugden, the Honorary Solicitor of TAFTA
- To Geelong Grammar School via Marina Oman; Matt Bouma and Steve Radojevic, Manager of Finance and Administration – those people at Geelong Grammar School who have had the most direct interest and involvement in TAFTA’s Textile FORUM over the years. As well, **Ron Brandy, Property Manager**, is included in this email (and will be included in subsequent emails) as he has traditionally been the person to sign off on Hire Agreements between Geelong Grammar School and TAFTA.

The Strain of DUTY OF CARE It has been an interesting exercise for me to review my 30 years in Events Management, starting in 1980 with what became a 22-year history with the McGregor Creative Arts Summer Schools/University of Southern Queensland, in Toowoomba QLD; not to mention nearly 40 FORUMs conducted on behalf of TAFTA, and that’s not counting involvement with a host of regional FORUMs. Would I do it again? From a creative standpoint YES. From a Duty of Care standpoint, it’s a much tougher question to know the answer to.

The responsibility of schools. One thing I know for sure is that I would never enter into any agreements with schools, to use their premises for a residential conference, unless they had a fully evolved approach to the hire of their facility and/or an on-site, full-time Events Management team (as it the case with Kinross-Wolaroi School in Orange, NSW). There is far too much potential for disaster otherwise, especially with TAFTA’s target population of mainly older women, despite the fact that, for the most part, they are engaged in reasonably gentle indoor activity.

Fortunately, because of TAFTA’s carefully audited company structure, I was always in touch with government rules and regulations, and where it was evident that the facility being hired was too, we had a hope.

The dreaded Accident: Accidents are an on-going source of anxiety and attend nearly every conference in one form or another, from a simple cut or mild burn to very serious bodily harm. To start with the most serious issue you need to be ready for: participants can die on the way to your event (usually road accidents); on the way home (same thing) or – when in your care – which, in the case of the McGregor Summer School was again due to a driving accident that also caused two people to wear a neck brace for most of the rest of their lives. It has to be understood and accepted in events management that notifying the next of kin, and speaking to the whole of a conference, may have to happen. These terrible occurrences must be acknowledged.

We have had the (FORUM) situation where a participant was injured on the tarmac, getting off her plane on arrival, which meant staff needed to get her to hospital daily for reasonably long periods of time and check on her constantly. We have had broken arms; spectacles smashed into the face and eye when people fell on their faces; people tripping over their own power cords and bringing their sewing machines over on them; white spider bite; 3rd degree burns; severe cuts; serious back injury from falling; people drinking mineral turps from their own coffee mugs; and irate relatives arriving to fetch the injured. And yes, this is only a partial list.

We have had many unrevealed illnesses turn up: diabetes 2; cancer in advanced stages; serious heart conditions (sometimes known by the individual – sometimes only discovered when the oxygen tank had to be found); thrombosis; Crone's disease; recent hip and knee replacements – and people turning up in wheelchairs expecting the venue to be fully accessible.

Emotional Stress: In addition to physical problems, you need to be prepared for the fact that people will arrive at times showing symptoms of serious emotional stress that require medical attention.

And the list goes on: There's a lot I haven't mentioned in the lists above, including all night stays in emergency rooms (suspected heart attack that turned into a real one); then there was anaphylactic shock and an ambulance that took a long time to arrive... and more. And I do not feel that I've been unlucky. Statistically, it's just going to happen over thirty years of dealing with full-on residential events. And the moment you think it won't, you maybe very sorry – and reminded of Murphy's Law.

At this point I would like to pay tribute to Jude Skeers' assistance over the years, as he has always taken Duty of Care very seriously, and when everyone else had given up and gone to ground, he continued to patrol the grounds and be aware of major safety issues that I had become too tired to deal with. He rushed to the scene when alarms went off; he met any fire trucks or ambulances that arrived on the grounds; he forced people to move their vehicles from inappropriate parking places, and certainly did much more than I can cite here.

SAFETY AUDITS AND SAFETY RELEASE FORMS

Jude Skeers has been in regular charge of the Safety Audits we conduct daily in each classroom, from the very start of the FORUM. Nagging people to attend to potentially dangerous situations may not make you popular, but there's no point in saying "It can't happen here."

It has also been my policy to issue every tutor with a sample Safety Release Form well before they arrive at a FORUM, so they can identify any potentially hazardous substances and/or techniques that they may be introducing into a classroom situation. A very obvious example would be spray painting dyes, where both the dyes and the technique can be hazardous if not handled with proper care, respirators, and ventilation. But there are many less obvious hazards which are nevertheless to be discussed fully with the students. (Also, something like dye disposal must be fully discussed in advance with the venue – and great care must be taken to avoid dye spills on school property; they happen far too often).

I am providing an example of the Safety Release Form I have used, as an attachment to this communication. Should a student feel they have been injured due to what is being taught, this does come back to the tutor as the liable party; however, if the Camp coordinator has not adequately prepared its tutors, it can come back to the Camp's management. And then to the school as the controller of the facility, if they do not monitor what happens in their facility when they hire it out.

INSURANCES.

Proof of adequate **Public Liability Insurance** being carried by the Camp management is a standard requirement of most institutions, and takes the form of a Certificate of Currency, provided by the Camp manager, well before any Camp employees may arrive to set up. It is the venues right to set the minimum amount that must be taken out.

Workers' Compensation has been discussed previously as a mandatory form of insurance that the Camp must take out to cover its 'workers' (a broadly defined term under the act). Fines are severe if this is ignored. Any Camp must also see to the insuring of volunteers when on the hired premises, if volunteers are used and not 'workers'.

Further to the notion of insuring workers and/or volunteers, I would like to describe the path TAFTA went down in hiring out its facility, *Gallery 159* build as part of Company Offices in Brisbane in 2002. As *Gallery 159* was to be offered for hire for individuals or groups to stage exhibitions, I moved swiftly, on behalf of the Board, to access detailed ArtsLaw information on Hire Agreements for use of the gallery. For one thing, a hiring venue that does not detail its expectations and demands can be deemed negligent. Also, a simple respect for the law needs to be evident at all times.

Further to Workers Compensation Insurance, and insuring Volunteers:

It was the advice of ArtsLaw that the TAFTA contract include the following:

The Hirer will:

- (a) Take out and maintain all necessary insurances including adequate contents insurance, volunteers' insurance and workers' compensation for the Hirers' employers, agents and licensees (if any).

TAFTA's Honorary Solicitor has been asked for advice about modifying this somewhat, to read:

The Gallery will:

- (a) Maintain all necessary insurances including volunteers' insurance and workers' compensation for TAFTA's employees, agents and licensees (if any) and does NOT insure the Hirer's employees, agents and licensees (if any).

However, it seems unlikely that Geelong Grammar School would soften a contract to that extent, as it is fully within their scope to insist that the Hirer be fully insured in all regards, and to require a Certificate of Currency, not only for public liability insurance, but for Workers' Compensation insurance.

Having opened this Pandora's Box, I know I could go on and on; thirty years does add up to a lot of memories. For now I'd have to conclude that while it has been an enormous privilege to exercise my creative inclinations to the extent that the FORUM format allows (and the McGregor Summer School also made possible for me), my final conclusion, at the end of each conference, is that **the real creativity lies in detailed attention to, and understanding of Duty of Care.** Remaining in touch with this reality throughout a conference can be difficult, but vital.

There are additional steps beyond those mentioned here, that TAFTA has undertaken to exercise Duty of Care; and numerous papers have been provided by Geelong Grammar School over time. All that will be examined in my next Transition communication.

Respectfully submitted,

JANET DE BOER, O.A.M.