



SUNBURY USER AGREEMENT Hume City Council Community Gardens:

MISSION STATEMENT

Hume's Community Gardens are communal spaces where local people of different ages, backgrounds and abilities are welcome and share a gardening facility. The community gardens provide a space that promotes health, wellbeing, sustainability, and friendship. People come together to grow fruit, vegetables, and plants and work together to keep the gardens in good condition for the benefit of all members. Hume Community Gardens aim to provide a safe and harmonious environment that nurtures the sharing of gardening knowledge, experiences, and skills.

GOVERNANCE

Hume City Council, its servants, and agents (collectively 'the Council') is the landowner and manages the community gardens in collaboration with all garden users.

The Community Development Officer works with:

- Council Officers
- Appointed Community Garden Leaders
- Community members who are current users/members of the community gardens
- Council contractors

When you sign this agreement, you agree with your garden rights, responsibilities and expected behaviours.

NB: Sunbury Community Garden Leaders and Members have opted to have a single beehive installed in the Sunbury Community Gardens in November 2022.

This community garden User Agreement has been amended to consider the extra risks associated with installing, monitoring, managing and supporting a single bee hive in the community gardens.

Community Garden Leaders and members are asked to read and understand the risks associated with the installation of a hive. Where members are allergic to bees, are asked to carry relevant EpiPens and first aid needs at all times while in the gardens and to remain vigilant to the risks of a hive onsite.

Education opportunities will be provided to members.

Members who bring visitors to the gardens are responsible for ensuring they are informed of the risks associated with the hive.

Garden community leaders and members are asked to observe the signage and to make themselves aware with this updated User Agreement and all relevant plans associated with the risks and hazards of the gardens.

A current specific hive risk assessment is available on request to review risk control measures that are in place to ensure the safety of community garden members. All members are to abide by the conditions of this User Agreement to ensure their safety and the safety of their responsible parties while recreating in the Sunbury Community Gardens.

A General Risk Assessment of the gardens is also available on request.

1. BEHAVIOUR AND RESPECT

- 1.1. I will always conduct myself in a manner that respects:
 - (a) all other members of the garden
 - (b) Community garden leaders
 - (c) Hume City Council officers
 - (d) Council contractors
- 1.2. Where I find myself disagreeing or being disagreed with by another member, Council officer or contractor, I will communicate my concerns in a respectful manner.
- 1.3. If there is a disagreement that I am not able to resolve, I will seek assistance from Hume's Community Development Officer.
- 1.4. I agree to accept to work with the Community Development Officer to find the best outcome for all and in the interests of the gardens.

2. RIGHTS AND RESPONSIBILITIES

- 2.1. My involvement at a Hume Community Garden and the opportunity to use an allocated plot is a privilege, not a right. As a member I take responsibility for:
 - a) maintaining my allocated plot,
 - b) surrounding pathways and
 - c) communal areas.
- 2.2. In planting and maintaining the allocated plot I acknowledge that it is my responsibility to provide the following items:
 - a) seeds, seedlings, and plants
 - b) fertiliser
 - c) soil
 - d) mulch, gardening tools and equipment.
- 2.3. My Community Garden Membership:
 - a) maximum period of 12 months from the registration date.
 - b) Renewed annually by 30 July.
- 2.4. I acknowledge that I may not transfer the allocated plot to another person without permission from the Hume City Council.
- 2.5. I have access to one plot per household per 12-month period and can plant extra produce in communal plots.
- 2.6. I am aware that I must exercise a level of garden hygiene:

- a) that will not impact other garden member's plots that my plot is next to.
 - b) I will choose plants that will not affect the plots on either side of my plot.
 - c) I will respect and support other gardener's rights to plant produce that is in the best interests of all garden members.
- 2.7. If I am unable to tend to the allocated plot for one month or more, I will advise the Hume City Council of the name and contact details of a person who will care for it during this period.
- 2.8. I understand if my plot is not maintained (excessive weeds, vegetables going to seed) and I have not tidied the plot the following steps will be taken by the community garden leader in consultation with the Community Development Officer:
- a) If the plot is not maintained the community garden leader will seek to learn why the garden is not being tended to and the plot owner will be requested to tend to the plot within 14 days.
 - b) If after the 14-day period, the plot has not been tended to, the plot manager will write formally requesting the plot be tended to.
 - c) If the plot has not been tended to after the 28-day period, the Community Development Officer will advise that the plot will be cleaned and reallocated.
- 2.9. If I am able, I will help members to maintain their allocated plot.
- 2.10. I will not enter any unauthorised areas without permission
- 2.11. As the gardens are communal spaces, I agree to contribute to tasks that support the overall management of the community garden including:
- a) participation in community garden committee and/or working group
 - b) working bees, at least three per year
 - c) placing weeds and other green waste into the bins provided
 - d) taking out the bins on allocated bin nights
 - e) development and implementation of planting plans for communal beds
 - f) maintenance of communal areas
 - g) community garden meetings
 - h) and I acknowledge that it is my responsibility to ensure that the contact details I provide are correct and up to date
 - i) I will follow the rules and regulations of garden composting systems.
 - j) I will not bring unwanted items into the gardens.
 - k) I understand and acknowledge that the gardens are not spaces for the dumping or allocation of unwanted products from home.
 - l) If I have items to donate to the gardens, I will consult Hume City Council.

3. HEALTH, SAFETY, AND INSURANCE

- 3.1. I understand that this is a working community garden with associated hazards and that gardening can be physically demanding. There may be other activities which occur onsite (e.g. animal husbandry) and it's associated risks. I am not aware of any medical condition or impairment that will be detrimental to my health if I participate.
- 3.2. I acknowledge that my participation may involve the risk of injury from various causes including:
- a) over-exertion,
 - b) dehydration
 - c) accidents, and

- d) adverse reaction from flora and fauna located onsite.
- e) I acknowledge that I participate at my/our own risk and
- f) accept full responsibility for my health and safety.

3.3 Whilst participating in garden and community activities at the site:

3.3.1 I accept all risk and release Hume City Council, its servants, and agents (collectively "the Council") from all claims, demands or proceedings which may otherwise be brought, made or claimed against the Council by me, arising out of or in connection with my participation with the community gardening programme.

3.3.2 I agree to indemnify and keep indemnified Hume City Council, its servants, and agents (collectively "the Council") against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought, made, or claimed against the Council, arising out of or in connection with my participation in the community gardening programme, and be directly related to my negligent acts, errors, or omissions.

3.3.3 My liability to indemnify the Council under this clause shall be reduced proportionally to the extent that any negligent act, error, or omission of the Council directly contributed to the loss or liability.

3.4 I am aware public liability insurance is arranged through Hume City Council's community insurance policy with a limit of \$20 million and understand that I will be responsible for the excess of \$250 for each claim made through this policy in connection with my participation in the community gardening programme. The \$250 excess is payable only by the "gardener" who is alleged to have caused the "third party" injury or property damage i.e., the one that has caused the incident. Each assessment is made on a claim-by-claim basis.

3.5 I will use and store any tools or garden equipment safely and responsibly avoiding hazards and potential incidents by:

- a) Cleaning tools after I use them
- b) Keeping tools visible and away from paths
- c) Returning tools to the appropriate place in the tool shed.

3.6 I will report any injuries, incidents or near misses to the Hume City Council that I encounter or witness.

3.7 I acknowledge that all visitors I invite to the Community Garden are my responsibility and I will ensure they abide by garden rules described within this User Agreement.

3.8 I will always supervise any child (under the age of 12) who accompany me to the garden.

3.9 I will not consume or be under the influence of drugs or alcohol while using the garden. I will not smoke in or within five metres of the garden.

4. EQUIPMENT AND ENJOYMENT OF USE

4.1. I acknowledge that if I choose to store my own supplies, equipment, or tools in the shed it is at my own risk. If storage space becomes sparse, members with excessive supplies, equipment or tools will be requested to remove items by Hume City Council.

- 4.2. If I damage or break any of the communal equipment or facilities, I will notify the Community Garden Leader or Hume City Council immediately. I may be held responsible for the cost of repairs as determined by Hume City Council.
- 4.3. I will be mindful of the need to use water efficiently to avoid waste. I will comply with all water restrictions stipulated by public authorities.
- 4.4. I understand that the communal plots are shared spaces:
 - a) where it is up to the discretion of garden members what to plant,
 - b) whether based on either individual choice or group conscience
 - c) I will respect what other garden member's plant in the communal plots
 - d) Excess produce from communal plots is to be shared with all community garden members.

5. SECURITY & MAINTENANCE

- 5.1. I appreciate the need for security of the garden and will lock the garden gate when I both enter and leave the gardens.
- 5.2. I also agree not to give the key or combination lock number to another person without the permission of the Hume City Council.
- 5.3. I will abide by all signage, instructions and requirements of the garden and will follow the instructions provided by Hume City Council on all garden gates and facilities.
- 5.4. If I see something that is broken in the gardens it is my responsibility to report it to Hume City Council Customer Service and after-hours number on 9205 2200.
- 5.5. I acknowledge that each plot is the property and ownership of other garden members and that taking produce from another plot without permission from the owner will result in suspension of my membership.
- 5.6. If I see unwanted visitors, anti-social behaviours or incidents that impact the safety of myself and others I will contact and report this to the police by calling 000.

6. FRIENDS OF THE GARDEN

- 6.1. Friends of the Garden are community members who wish to join and contribute to the community garden although choose not to have an individual plot.
 - a) Friends are welcome to participate in the gardens
 - b) Work on communal plots
 - c) contribute to group activities and working bees
 - d) help others with their plots if requested and willing.
- 6.2. It is understood that this User Agreement is also applicable to Friends of the Garden.

7. ACKNOWLEDGEMENT

- I have read, understood, and will abide by this User Agreement
- I give permission to have the following details shared with other gardeners
 - Phone
 - Email

Name: _____

Address: _____

Email: _____

Phone / Mobile No. _____

Signed: _____ Date: _____

Plot Number: _____ Garden: _____

Please COMPLETE, SIGN and RETURN to 'Community Development Officer' Community Health and Wellbeing using one of the options below:

Post: PO Box 119, Dallas, Victoria, 3047

Email: communitygardens@hume.vic.gov.au