

**Hume Community Gardens: USER AGREEMENT**

**MISSION STATEMENT**

Hume’s Community Gardens are spaces where local people of different ages, backgrounds and abilities are welcome. The community gardens are a space that promotes health, wellbeing, sustainability, and friendships allowing people to come together to grow fruit, vegetables and plants. The Community Gardens aim to provide a safe and harmonious environment that nurtures the sharing of gardening knowledge, experiences, and skills.

1. **BEHAVIOUR AND RESPECT**
	1. I will conduct myself in a manner that respects all other members of the garden, the Community Garden Committee and Hume City Council at all times.
	2. I will attempt to resolve any differences or disputes that occur between members through direct and respectful negotiation involving both parties.
	3. If the difference or dispute is not resolved between the two parties within seven days through active participation in negotiation, members are required to seek assistance from the Community Garden Committee or Hume City Council. I agree to accept and abide by the decision made by the Community Garden Committee and Hume City Council.
2. **RIGHTS AND OBLIGATIONS**
	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 maintaining the allocated plot, surrounding pathways and communal areas.
	2. In planting and maintaining the allocated plot I acknowledge that it is my responsibility to provide the following items:
		1. seeds, seedlings and plants
		2. fertiliser
		3. soil
		4. mulch, gardening tools and equipment.
	3. My Community Garden Membership is for a maximum period of 12 months from the registration date. I am required to renew the membership annually by 30 June.
	4. I acknowledge that I may not transfer the allocated plot to another person without permission from the Community Garden Committee or Hume City Council.
	5. Only one plot is available per household. Each household must apply every year for a plot but returning members will be given first preference and permitted to keep the same plot if they wish.
	6. If I am unable to tend to the allocated plot for one month or more for health or other reasons, I will advise the Community Garden Committee (‘plot manager’) or Hume City Council of the name and contact details of a person who will care for it during this period.
	7. A ‘plot manager’ is a representative of the Community Garden Committee or Working Group and/or designated Council Officer.
	8. I understand that in the event where my plot is not maintained (excessive weeds, vegetables going to seed etc.) and I have not communicated an intention to tidy the garden bed, the following steps will be taken by the plot manager or designated Council Officer:
		1. If the plot is not maintained the plot manager will seek to learn why the garden is not being tended to. I will be requested to tend to the plot within 14 days.
		2. 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 within 14 days.
		3. If the plot has not been tended to after the 28-day period, the plot manager or Council Officer will advise that the plot is being reallocated.
	9. If I am able, I will help members to maintain their allocated plot.
	10. As the gardens are a communal space, I agree to contribute to tasks that support the overall management of the community garden including:
		1. participation in community garden committee and/or working group
		2. working bee participation
		3. event preparation
		4. development and implementation of planting plans for communal beds
		5. maintenance of communal areas
		6. meeting participation
		7. acknowledge that it is my responsibility to ensure that the contact details provided are correct to allow communication from the Community Garden Committee or Hume City Council on any garden matters.
3. **HEALTH, SAFETY AND INSURANCE**
	1. I understand that this is a working community garden with associated hazards and that gardening can be physically demanding. I am not aware of any medical condition or impairment that will be detrimental to my health if I participate.
	2. I acknowledge that my participation may involve the risk of injury from various causes including over-exertion, dehydration, and accidents. I acknowledge that I participate at my/our own risk and accept full responsibility.
	3. I accept all risk and release Hume City Council, its servants and agents, and each of them and any person or body, directly or indirectly associated with the community gardening program, from all claims, demands and proceedings arising out of or connected with my participation and indemnify them against all liability for all injury, loss or damage arising out of, or connected with, my participation in the community garden.
	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.
	5. I will use and store any tools or garden equipment safely and responsibly. If I am not sure how to use a tool or piece of equipment, I will seek instruction from either a Community Garden member or a member of the Community Garden Committee prior to use.
	6. I will report any injuries, incidents or near misses to the Community Garden Committee or Hume City Council that I encounter or witness.
	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 the User Agreement. I will supervise at all times any child (under the age of 12) who accompanies me to the garden.
	8. 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**
	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 the Community Garden Committee or Hume City Council.
	2. If I damage or break any of the communal equipment or facilities, I will notify the Community Garden Committee or Hume City Council immediately. I may be held responsible for the cost of repairs as determined by the Community Garden Committee or Hume City Council.
	3. I will be mindful of the need to use water efficiently and avoid waste. I will comply with all water restrictions stipulated by public authorities.
	4. I understand that the communal plots are shared spaces where it is up to the discretion of garden members what to plant, whether based on either individual choice or group conscience. I will respect what other garden member’s plant in the communal plots given that it is for the greater good of the garden.
	5. I acknowledge that produce grown in communal plots is to be shared evenly among members who have contributed to the planting and maintenance of the plot. Excess produce from communal plots is to be shared with all community garden members.
5. **SECURITY**
	1. I appreciate the need for security of the garden and will lock the garden gate if I am the last to leave.
	2. I also agree not to give the key or combination of the lock to another person without the permission of the Community Garden Committee or Hume City Council.
6. **FRIENDS OF THE GARDEN**
	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. They are welcome to participate in the garden by the attending to communal plots, contributing to group activities and assist members with their plots if requested and willing.
	2. It is understood that this User Agreement is applicable to Friends of the Garden.
7. **ACKNOWLEDGEMENT**
* I have read, understood, and will abide by this User Agreement and will work towards the harmonious running of the garden.
* I give permission to have the following details shared with other gardeners. Please note that one form of communication should be supplied for communication from:
	+ Phone
	+ Email

Name:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:

Phone / Mobile No.

Signed: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plot Number: Garden: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please COMPLETE, SIGN and RETURN to ‘Community Development Officer’ via one of Council Offices. Or return using one of the options below:

**Post:** PO Box 119, Dallas, Victoria, 3047

**Fax:** +613 9309 0109

**Email:** communitygardens@hume.vic.gov.au