

**Hume City Council Community Gardens: USER AGREEMENT**

**INTRODUCTION**

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.

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

1. **BEHAVIOUR AND RESPECT**
	1. Council has a zero tolerance for violence and aggressive behaviour towards its employees or Councillors. Council has a duty to ensure that as far as is practically possible, it reduces the risk of violence, aggressive, or threatening behaviour towards its employees during their work. This includes when this behaviour takes place in person or in writing, via email, via social media or over the telephone.
	2. I will always conduct myself in a manner that respects:
		* + 1. all other members of the garden
				2. Community garden leaders
				3. Hume City Council officers
				4. Councillors
				5. Council contractors
				6. The gardens and the environment
	3. 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.
	4. If there is a disagreement that I am not able to resolve, I will seek assistance from Hume’s Community Development Officer.
	5. I agree to accept to work with the Community Development Officer to find the best outcome for all.
2. **RIGHTS AND RESPONSIBILITIES**
	1. As a member I take responsibility for:
3. maintaining my allocated plot,
4. surrounding pathways and
5. communal areas.
	1. I will provide the following items:
		* + 1. seeds, seedlings, and plants
				2. fertiliser
				3. soil
				4. mulch,
				5. gardening tools and equipment, personal protective gear, for example gloves, hat, sunscreen, closed shoes, face masks and hand sanitiser.
	2. My Garden Membership:
6. User Agreement will be reviewed and updated annually.
7. Garden access lock codes will be changed annually.
8. Will require me to read, understand and sign the updated User Agreement.
	1. I cannot transfer my plot to another person without permission from Hume City Council.
	2. One plot is allocated per household or incorporated community group.
	3. I can plant extra produce in communal plots.
	4. I will keep my garden plot clean. I will plant produce that will not impact on other member’s plots.
	5. If I cannot look after my plot one month or more, I will advise Hume City Council of who will look after it for me, or if I will stop my membership, while I am away.
	6. If my plot is not maintained for example excessive weeds, or overgrown vegetables:
		1. I will be asked to explain why and requested to tend to the plot within 14 days.
		2. If after the 14 days, I have not tended to my plot a formal written request will be sent asking me to take immediate action.
		3. If the plot has not been tended to after the 28-days, the plot will be reallocated.
	7. The community gardens are for everyone. I will:
		1. participate in community garden decisions
		2. attend and participate in a minimum of 3 working bees
		3. place weeds and other green waste into the bins provided
		4. take bins out on allocated nights for Council collection of curb side waste
		5. maintain communal areas for the benefit of all
		6. follow the rules and regulations of garden composting systems
		7. use the gardens in a respectful way to appreciate that the gardens are not spaces where I can leave unwanted products from home.
		8. seek permission from Hume City Council before donating items to the gardens.
		9. Update my contact details if they change.
9. **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:
10. over-exertion,
11. dehydration,
12. accidents
13. I participate at my own risk and accept full responsibility for my health and safety.

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

* + 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 program.
		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. 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.
	1. I am aware that 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.
	2. I will use and store any tools or garden equipment safely and responsibly avoiding hazards and potential incidents by:
1. Cleaning tools after I use them.
2. Keeping tools visible and away from paths.
3. Returning tools to the appropriate place in the tool shed.
	1. I will report any hazards, injuries, incidents or near misses to Hume City Council that I encounter or witness. Call customer service 9205 2200 or email: contactus@hume.vic.gov.au.
	2. I acknowledge that all visitors I invite to the Community Garden are my responsibility.
	3. I will always supervise any child (under the age of 14) who attends the gardens with me.
	4. 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.
	5. I will conduct a Safety Inspection Checklist with other members of the gardens.
	6. I will not bring unauthorised pets/animals to the gardens.
	7. I will not smoke within 5 metres of the gardens.
	8. A General Risk Assessment of the gardens is also available on request.
4. **EQUIPMENT AND ENJOYMENT OF USE**

The sheds in the gardens are shared by everyone.

* 1. I store my own supplies, equipment, or tools in the shed at my own risk.
	2. If I damage or break any of the communal equipment or facilities, I will notify the Hume City Council immediately. I may be asked to pay for what I have damaged.
	3. I will use water efficiently and I will comply with all water restrictions.
	4. I understand that the communal plots are for everyone.
1. garden members will decide what to plant and can use communal plots to plant excess seedlings.
2. I will respect what other garden member’s plant in the communal plots.
3. Excess produce from communal plots is to be shared with all community garden members.
4. **SECURITY & MAINTENANCE**

Your safety in the gardens is important. We all have a role to play in keeping each other safe.

* 1. I will lock the garden gate when I both enter and leave the gardens as per *daisy* chain lock signage on the gate.
	2. I agree that I will not give the key or combination lock number to another person without the permission of Hume City Council.
	3. I will follow signage, the instructions on all garden gates and facilities.
	4. If I see something that is broken, I will report it to Hume City Council Customer Service and after-hours number on 9205 2200 at any time.
	5. I will not take produce from another plot without permission from the owner. If I do it will result in cancellation of my membership.
	6. If I see unwanted visitors, anti-social behaviours or incidents that impact safety in the gardens, I will contact police by calling 000.
1. **FRIENDS OF THE GARDEN**

Who is a Friend of the garden?

Friends of the Garden are community members who do not to have an individual plot:

1. are welcome to participate in the gardens
2. help to work on communal plots
3. contribute to group activities and working bees
4. help others with their plots if requested and willing.
5. This User Agreement is also applicable to Friends of the Garden.

 **SUNBURY USER AGREEMENT Hume City Council Community Gardens:**

1. **SUNBURY COMMUNITY GARDEN BEEHIVE INSTALLATION**

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

This User Agreement includes extra risks associated with installing, monitoring, managing and supporting a single beehive in the Sunbury Community Gardens, Highgrove Drive Sunbury.

Sunbury Community Garden members are asked to read and understand the risks associated with the installation of a beehive. If members are allergic to bees, you are to always carry relevant EpiPens and first aid needs while in the gardens and to remain vigilant to the risks of a hive onsite.

Ongoing 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.

Sunbury Community Garden members will observe the installed signage.

The hive risk assessment is available on request. The assessment outlines the risks and control measures that are in place to ensure the safety of members.

All members will abide by the conditions of the User Agreement to ensure their safety.

1. **TERMINOLOGY**

**Daisy chain:**

A daisy chain also known as companion locking, is where two or more locks are joined to each other and then connected to a chain, to enable both Council contractors and community garden members to open and close the gates using their own lock code or master key.

The Council contractors have a master key that opens the padlock that is daisy chained to the community garden lock.

Community garden members are provided with a padlock code. The garden lock code is confidential and is to be used by community garden members only.

**Hazard:** defined as anything in the garden that has the potential to harm people.

**Risk:** risk is a measure of the potential for a hazard to be realised in respect to injury illness or harm to people or damage to property.

**Near miss:** defined as an unplanned event that did not result in injury, illness, or damage but had the potential to do so.

**Incident:** any unplanned event resulting in, or having a potential for injury, ill health, damage, or other loss. 'Injury': any physical or mental damage to the body caused by exposure to a hazard. Defined as those occurrences which has resulted in injury or illness, property damage or an event that compromised health and safety.

**Safety Inspection Checklist (SIC)** is a list of occupational risks in the community gardens that need to be managed for the safety of all garden members. The SIC is conducted every three months and is the responsibility of community garden members. It is a checklist that contributes to making a safe space and identifies actions that remedy any observed hazards.

**Communal Plot:** Is a shared plot, where members can plant excess seeds or seedlings. The produce from these plots is shared with the broader membership. All members help to look after these plots. May choose to donate produce to those in need or to food programs. Some communal plots may be tagged for herbs only. Members decide what to plant in the communal plots.

1. **ACKNOWLEDGEMENT**
* I have read, understood, and agree with the Terms and Conditions of this User Agreement
* I give permission for my name, phone number and email to be shared for the purpose of garden communications only.
	+ Phone
	+ Email

Name:

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

Email:

Phone / Mobile No.

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

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

Please COMPLETE, SIGN and RETURN to Community Garden Development Officer:

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