

# Terms & Conditions

## For Use of Waverley Community Garden

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### 1 Definitions

- The "Plot" means the plot assigned to you in Council's letter of offer.
- The "Garden" means the Waverley Community Garden, in Clementson Park, Ebley Street, Bondi Junction
- The "Fee" means the annual plot licence fee set by Council
- The "Rules" means the garden rules set out in Schedule 1
- The "Licence" means the licence granted by the agreement

### 2 Scope, Period and Termination

- These terms and conditions relate to a plot or plots in the Waverley Community Garden and apply for the duration of the Licence.
- Council may terminate a licence at any time if it determines that a licensee is not complying to the best of their ability with these terms and conditions and persists in non-compliance after two warnings, or if the licensee is engaged in a dispute that Council has been unable to resolve through establishing the facts and facilitating mediation.
- A plot holder may end their licence by giving Council notice in writing.

### 3 Licensee's Rights and Obligations

The licensee may:

- Enter the site at any time during daylight hours during the period of their Licence
- Use the communal facilities on the site, including the storage sheds and composting facilities
- Use the communal tools and equipment stored in the sheds on site
- Use a reasonable amount of water from the communal water tank on site to maintain their plot

The licensee will:

- Comply with all Terms & Conditions stated herein.

### 4 Council's Rights and Obligations

Council may:

- Make determinations in respect of plot licences
- Revoke a licence if it is determined that a licensee is not complying to the best of their ability with the rules and guidelines, and is continuing with non-compliance after two warnings
- Alter the rules and regulations at any time.

Council will:

- Facilitate the maintenance of the areas of the site that are not licensed plots
- Repair or replace any communal equipment or facilities that are old, in disrepair, or dangerous
- Ensure all licensees abide by the licence conditions and Garden Rules
- Provide mulch to the Garden, for the use of the licensees
- Inspect the plots regularly
- Give appropriate notice of any change of rules or regulations
- Pay all rates and other outgoings in respect of the Garden.

### 5 Disputes

- Council reserves the right to make determinations in respect of compliance with Garden Rules, and any dispute that may arise within the Garden. In making a determination, the nominated Council Officer will seek to establish the facts and will arrange for mediation, if appropriate. Failure to resolve a dispute through these means may result in termination of the licences of all of the parties in the dispute.



## 6 Garden Rules

The licensee must:

- Pay the annual licence fee to Council
- Allow representatives from Council to inspect their plot at any time without notice
- Comply in a prompt manner with any Council directive
- Keep all communal areas neat and in good order at all times, and the paths free of obstruction and contribute to the care of communal areas of land
- Respect and help to maintain common areas and common equipment
- Respect the plots and property of others
- Treat other licensees and their plots with respect and courtesy
- Maintain the good order of the communal sheds on site
- Protect to the best of their ability all fences and infrastructure belonging to Council from damage
- Notify a Council representative if any communal equipment or facilities are in need of replacement or repair
- Garden their plot according to organic gardening principles
- Maintain their plots in good order and work to improve the soil
- Keep their mulch up to a reasonable quality and depth to improve water efficiency and prevent weed growth
- Maintain site security by closing and locking the sheds and gate after entry to or exit from the site
- Carry out all activities on site in a safe and sensible manner with reference to the Safety Health and Environmental Safe Work Method Statement for the Garden
- Be mindful of the safety of all users of the site, and act accordingly
- Vacate their plot promptly at the end or cancellation of their licence, and return to the nominated Council Officer all keys and equipment belonging to the Garden.

The licensee must not:

- Grow on their plot any plant that reaches a mature height of over 1.5m
- Grow on their plot any plant listed as Noxious in the Waverley Council area, including Blackberries and Prickly Pear
- Use their plot for any commercial purposes, or for the production of commercial produce
- Allow access to the site to anyone not listed on their licence
- Allow anyone under 16 access to the site without parental or guardian supervision
- Bring onto the site, or allow access to any animals besides seeing-eye dogs and native wildlife
- Allow weeds to dominate their plot, or allow any weeds to go to seed
- Use chemically prepared pesticides (including herbicides, fungicides, insecticides etc) or fertilisers on their plot, or anywhere in the gardens
- Store anything in the sheds on site without prior approval
- Erect any building or structure (including fences or barriers) on their plot or anywhere on site without prior approval
- Prune any trees or large shrubs on site without prior approval of the Council
- Breach water restrictions or use the water on site for anything other than maintaining their plot and cleaning any tools or equipment used
- Take away from the site any soil, compost or mulch
- Take away from the site any tools or equipment not belonging to them.

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*Last revised October 2010*