



Mackie Rd Neighbourhood House
36 - 42 Mackie Rd, Mulgrave 3170
Ph: 03 9548 3311
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Kerrie Neighbourhood House Inc.

ABN: 15192371415
Reg No.: A0015592L

COMMUNITY GARDEN USAGE AGREEMENT & PLOT APPLICATION FORM 2024/25

Name of Organisation/Individual: _____

ABN (if applicable): _____

Address: _____

Contact Name and Phone number(s): _____

Email address: _____

Rental Period (12mth) _____

Garden Bed No. preference (see attached plan): _____

Usual day/time in garden (if known): _____

Maximum number of people using the garden at any one time: _____

Are you a Not-for-Profit Organisation/Charity? No Yes

If yes, please attach proof of not-for-profit status e.g. Constitution/Rules of Incorporation or print out registration details from Australian Charities & Not-for-profits Commission website (www.acnc.gov.au)

Please provide an overview of how you/your group would like to use the Community Garden

Important Note: If your gardening program/activity involves children (0-18yrs) a copy of your organisation's child safety policy must be provided with the application.



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2024/25 Annual Community Garden Plot Fee

Hire & Fee is for a 12-month period only.

- 1 Large Garden Plot \$50
- 2 Small Garden Plots \$50
- Security Deposit Key \$50 (refundable on return)

Payment is required in full prior to access being given to the community garden.

Insurance

All groups using the Community Garden must have Public Liability Insurance (minimum of \$10 million) and, where appropriate, Professional Indemnity Insurance (a limit of \$5 million)

Please **attach a current copy** of your Public Liability Insurance Cover and where appropriate a copy of your Professional Indemnity Insurance Policy.

(NB: The Public Liability Insurance Policy must cover the full period of the hiring).

I agree to these fees and payment conditions. I have read and agree to abide by (pages 3-7). By signing I agree I have read, understood & will abide to the Mackie Rd Neighbourhood House Community Garden Terms and Conditions (pg. 3-5)

Name: _____

Signed _____

Dated _____ **Position in Organisation (if applicable)** _____

Office Use Only

- Certificate of Currency or Copy of Public Liability Insurance provided (if required)
- Evidence of not-for-profit status provided (if required)
- Organisation's Child Safety Policy provided (if required)

Application for 12months usage of a plot within the MRNH Community Garden has been approved.

Plot no. allocated:

Manager:

Date:

Mackie Rd Neighbourhood House Community Garden (MRNH Community Garden) Terms and Conditions of Usage

All garden users must read and agree to abide by these Terms and Conditions.

In accordance with Monash Council regulations **SMOKING, ALCOHOL AND RESTRICTED AND/OR ILLEGAL SUBSTANCES ARE NOT PERMITTED** within 10 meters of the entrance to or within the MRNH Community Garden. Members are responsible for ensuring their group/participants are aware of this policy.

Application for garden plot

1. The request for use/allocation of a garden plot in the MRNH Community Garden must be made, in full, on the Application Form accompanying these Terms and Conditions.
2. Subject to availability, gardeners/gardening groups/organisations are approved access/use of the garden for 12 months from commencement of rental agreement.
3. The KNH Inc. Committee of Governance or its nominated representative has the sole discretion to approve usage of, and allocate plots within, the MRNH Community Garden

Charges

4. The annual plot fee is \$50 for one large or two smaller plots. This money is used to maintain and improve the garden infrastructure etc.

Cancellation of Agreement

5. The Usage Agreement will be terminated immediately if a gardener/gardening group/organisation fails to comply with these Terms and Conditions.

Damage

6. No notice, sign, advertisement, poster or fittings of any kind shall be erected in the MRNH Community Garden without prior consent of the Manager.
7. If any damage occurs to the garden beds, seating, fencing, the shed or its contents the KNH Inc. Committee of Governance's assessment of the damage will be taken as final, without right of appeal, and such amount will, upon request, be immediately payable by the gardener/gardening group/organisation responsible for damage (including damage caused through failure to lock the garden/shed after use).
8. Misuse of the garden and/or facilities in any way is sufficient cause to terminate this agreement forthwith. The annual plot fee will be refunded pro rata less admin charge of \$15.00.

Insurance

9. It is the responsibility of the gardener/ gardening group/organisation using the garden to obtain Public Liability Insurance cover of a sum not less than \$10 Million Dollars and where appropriate, Professional Indemnity Insurance cover of not less than Five Million Dollars for the duration of their use of the garden. The hirer shall obtain appropriate insurance cover for all workers both paid and voluntary engaged for the duration of the activities carried out in the MRNH Community Garden
10. A current copy of your public liability insurance policy or Certificate of Currency is to be provided when submitting your application. The policy must cover the full period of usage.

Claims

11. The gardener/ gardening group/organisation shall be solely responsible for any accident, loss, damage or injury sustained by or resulting from the actions of, any person or persons attending the garden/garden activity of the gardener/gardening group/organization, notwithstanding that such injury may arise from or by reason of any defect in the furniture, fittings, accessories of any kind, or building or otherwise, including any negligence or negligent act of or by the Manager, Committee of Governance, Staff or Volunteers or City of Monash or any Officer or agent of any such party. The hirer agrees to indemnify the Committee of Governance, its employees, volunteers, the Manager and any person acting on behalf of KNH Inc, against all claims and demands made or costs or expenses incurred in connection therewith.

Security

12. The hirer shall:
 - Pay a \$50 refundable key deposit and sign the register on receipt of key
 - Report any lost key immediately to the MRNH office staff and submit a signed Statutory Declaration in respect of the loss.
 - Immediately pay for replacement cost of keys and/or possible replacement of locks
 - be solely responsible for security of the garden and equipment ensuring that the shed and garden gate are locked on leaving the garden
13. All keys are to be returned to the MRNH office at the end of the usage agreement

Limit of Usage

14. Each gardener/gardening group/organisation assigned a bed is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance activities are all the responsibility of the gardener/gardening group/organisation. Gardeners may arrange for another gardener/gardening group/organisation (with MRNH approved use/access to the garden) to water their plots for short periods of time, if necessary (e.g. holidays/illness)

15. A limited number of tools, hoses and watering equipment are available in the community garden storage shed for use.
16. Each gardener will be given one key to the garden and the storage shed for access to tools and watering equipment. Gardeners are responsible for bringing that key each time they work in the garden. Keep garden gate and shed locked at all times and return all tools.
17. Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
18. Garden plots should be cared for at least once a week. It is the gardener/gardening group/organisation's responsibility to notify the MRNH Manager if he or she is not able to care for their plot in any given week. If any plot remains unattended for more than three weeks that plot is subject to reassignment.
19. The application of herbicides (weed killers) to garden plots is prohibited.
20. Gardener's/gardening group's/organisation's may harvest vegetables and flowers from their garden only.
21. At the end of the growing season, gardener/gardening group/organisation's are responsible for clearing their plot of all plant material and leaving the plot as they found it.

Nature of Usage

22. No departure from the statement submitted with the Application Form is permitted unless advised in writing in advance of the Community Garden event/activity to the Manager and approval is granted.

Sub-Letting

23. Sub-letting is not permitted under any circumstance.

Approval, Supervision and Authority

24. The gardeners/gardening groups must comply with any reasonable instruction given by the Manager or a member of the Committee of Governance in respect of supervision of any function or activity.

Free Access

25. Members of the Committee of Governance or the Manager are entitled at all times to access any and every part of the MRNH Community Garden

Disputes

26. In the event of any disputes or differences arising out of the use of the MRNH Community Garden or the interpretation of these conditions, or of any matter contained herein, the Manager or a representative of the Committee of Governance has absolute authority to deal with any dispute arising from the use of MRNH Community Garden and the decision shall be final.

Mackie Rd Neighbourhood House Community Garden (Plan) – Not to scale

