



**Mackie Rd  
Neighbourhood  
House**

*a place where all can learn, share and belong*

Mackie Rd Neighbourhood House  
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**Mackie Road Neighbourhood House  
2021/2022 Community Garden Usage Agreement &  
Plot Application Form**

**1<sup>st</sup> September 2021 – 31<sup>st</sup> August 2022**

**Name of Organisation/Individual:**

**ABN (if applicable):**

**Address:**

**Contact Name and Phone number(s):**

**Email address:**

**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](http://www.acnc.gov.au))

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

.....  
.....  
.....  
.....

If insufficient space please attach a signed statement or program.

**Important Note: If your gardening program/activity involves children (0-18yrs) a copy of your organisation’s child safety policy must be provided to the Coordinator**



**Insurance Details**

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).

**2021/22 Annual Community Garden Plot Fee is \$50 (one large or two smaller plots)**

Payment of the annual garden plot fee and a \$50 refundable security deposit are payable upon application approval and on having a garden key signed out to you/your organisation.

I agree to these fees and payment conditions. I have read and agree to abide by the Mackie Rd Neighbourhood House Community Garden Terms and Conditions.

Print Name:.....Signed:.....

Dated: .....Position in Organisation (if appropriate):.....

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

Plot no. allocated: .....

Coordinator: ..... 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 commencing 1<sup>st</sup> September
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.
5. Plot fees are set by the KNH Inc. Committee of Governance annually and published in July each year.

### Cancellation of Agreement

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

### Damage

7. No notice, sign, advertisement, poster or fittings of any kind shall be erected in the MRNH Community garden without prior consent of the Coordinator.
8. 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).
9. Misuse of the garden and/or facilities in any way is sufficient cause to terminate this agreement forthwith. The annual plot fee will not be refunded if the agreement is terminated due to misuse of the garden and/or facilities.

### Insurance

10. 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 Ten 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.

11. 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**

12. 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 Coordinator, 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 Coordinator and any person acting on behalf of KNH Inc, against all claims and demands made or costs or expenses incurred in connection therewith.
13. 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

### **Security**

14. 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
15. All keys are to be returned to the MRNH office at the end of the usage agreement

### **Limit of Usage**

16. 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)
17. A limited number of tools, hoses and watering equipment are available in the community garden storage shed for use.
18. 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.
19. Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
20. Garden plots should be cared for at least once a week. It is the gardener/gardening group/organisation's responsibility to notify the MRNH Coordinator 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.



21. Each assigned plot MUST be labelled. Mackie Rd will provide markers or gardeners are welcome to use their own. Any plot with a marker MUST NOT be touched unless express permission has been given by the plot owner.
22. The application of herbicides (weed killers) to garden plots is prohibited.
23. Garden plots will be allocated by the MRNH Coordinator. If there are more applications than plots available, garden plots will be awarded by ballot. The decision of the MRNH Coordinator is final.
24. Gardener's/gardening group's/organisation's may harvest vegetables and flowers from their garden only.
25. 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 in the spring.
26. The MRNH Coordinator is responsible for ensuring that the rules are followed at all times.

### **Nature of Usage**

27. 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 Coordinator and approval is granted.

### **Sub-Letting**

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

### **Approval, Supervision and Authority**

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

### **Free Access**

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

### **Disputes**

31. 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 Coordinator 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.

### **Declaration.**

I have read and understood, and agree to abide by the above terms and conditions.



**Mackie Rd**  
Neighbourhood  
House

Print Name:.....Signed:.....

Dated: .....Position in Organisation:.....

Contact Phone: .....Email:.....

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

**Kim Brear**  
1

2

3

4

5

6

**Tate family**  
7

**OC Connections**  
8

9

10

**Florence/ Baha'i**  
11

**Susan**  
12

13

14

**Uniting (Vic & Tas)**  
15  
(Chinese Playgroup)

**Garden Shed  
(not in  
position)**

**Entrance to  
Garden**