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## Management of Allotment Gardens

### **Lessee Rights and Obligations**

The lessee may:

- Work on their allotment at any time during daylight hours during the period of their lease.
- Use the communal facilities on the site.
- Use the communal tools and equipment stored in the allotment tool box on the platform.
- Use the watering facilities that are provided.
- May end their lease, before the agreed date, by giving Council 2 weeks' notice in writing.

The lessee will:

- Comply with all terms and conditions stated herein and abide by the allotment rules.
- Act in accordance with Council's policies including the Work Health and Safety Policy, Volunteer Policy and Code of Conduct – Volunteers and Community Representatives.
- Notify Council of any Work Health and Safety issues and complete an incident report form if needed

### **Council's Rights and Obligations**

Council may:

- Make determinations in respect of allotment lease.
- Revoke a lease if it is determined that a lessee is not complying to the best of their ability with the rules and guidelines, and is continuing with non-compliance after two written warnings, or if the lessee is engaged in a dispute that Council has been unable to resolve through establishing the facts and facilitating mediation.
- Alter the rules and regulations at any time.

Council will:

- Repair or replace equipment or facilities that are old, in disrepair or dangerous.
- Ensure all lessees abide by the lease conditions and allotment rules.
- Inspect the plots regularly and issue warnings if pests and diseases are discovered.
- Give appropriate notice of any change to rules or regulations.
- Provide Work Health and Safety training, site risk assessment and a site induction for all lessees.

### **Disputes**

Council reserves the right to make determinations in respect of compliance with Allotment Rules, and any dispute that may arise between allotment lessees. In making a determination, the 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 leases of all of the parties in the dispute.

**Allotment Rules**

The lessee must:

- Pay the annual lease 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 (in the case of being alerted to pests and diseases on your plot, treatment must begin within 24 hours before a demerit point is issued to the allotment holder if failing to comply)
- 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 the site.
- Treat other lessees and their plots and property with respect and courtesy.
- Maintain the good order of the communal storage facilities on site.
- Notify a Council representative if any equipment or facilities are in need of replacement or repair or any risks or hazards have been identified.
- Notify council if taking a holiday or, for any other reason, will not be available to properly tend their bed. In this case a suitable representative must be sought by the lessee and the Platform Officer notified of their name, contact details, and period of temporary caretaking.
- Garden their plot according to organic growing principles.
- Maintain their plot in good order.
- Carry out all activities on site in a safe and sensible manner with reference to the Safe Work Method Statement for the site and the Coal Loader Platform Gardens Risk Assessment.
- Be mindful of the safety of all users of the site, and act in accordance with Councils Work Health and Safety Policy and Code of Conduct for Volunteers and Community Representatives.
- Vacate their allotment promptly at the end or cancellation of their lease period, and return any Council owned property to the nominated Council Officer.
- Supervise anyone under the age of 18.
- Report incidents to the nominated Council officer.

The lessee must not:

- Grow on their allotment any plant that reaches a mature height of over 1.5m.
- Grow on their plot any plant listed as Noxious in the North Sydney Council area.
- Use their plot for any commercial purposes, or for the production of commercial or illegal produce.
- 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 in their plot, or anywhere in the garden.
- Store anything in the storage areas on site without prior approval.
- Erect any building or structure (including fences or barriers) on their plot or anywhere on site without prior approval from Council staff.
- Modify or make any changes that are not pre-approved, in writing, by council.
- Take away from the site any tools or equipment not belonging to them.
- Take away from the site any soil, compost or mulch.
- Harvest any produce from other allotments.
- Use metal or sharp gardening implements in the allotments.

**Definitions**

Allotment – an allocated garden space rented by an individual

Lease – the contract between Council and the lessee

Lessee – an individual or group who signs the lease agreement for an allotment