

## Community gardens terms and conditions

Civic Centre  
165 Sir Donald Bradman Drive  
Hilton, SA 5033  
**Tel:** 08 8416 6333  
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1. These agreement conditions represent the requirements of the City of West Torrens (referred to as the 'Council' in the rest of this document) at the time the agreement is made.
2. The Council reserves the right to refuse any application without the necessity to give reasons for such refusal to the applicant.
3. The terms and conditions contained here may vary from time to time but any such variation shall not negate this agreement and the Council shall not be under any obligation to explain the reasons for any such changes.
4. You must be a resident of West Torrens to be eligible for a plot.
5. Only 1 plot per resident is permitted.
6. Your plot must be tended to regularly.
7. Plots must be kept tidy and free of weeds and rubbish.
8. Plots left untended for 4 weeks will be issued with a notice from Council. Failure to respond to the notice within 4 weeks of the issue date will result in the plot being forfeited and reallocated without further notice.
9. Plants must stay within plot boundaries and must not extend into pathway areas. If plants are encroaching on other gardens or pathway space they may be trimmed or removed by Council without notice.
10. Paths must be kept free from weeds. It is your responsibility to keep the pathways around your plot free from weeds.
11. Trellis and stakes are available in the shed for all gardeners. No other materials should be used to stake or support plants.
12. Tools are provided in the shed for all gardeners. Please clean and replace these in the shed after use.  
Please ensure:
13. Tools are used safely and care is taken for the safety of those around you.
14. Contact Council for assistance if you are unsure how to safely use any of the tools. Tools are used at your own risk.
15. Resources or tools are not allowed to be stored underneath or around your plot. All materials and tools are to be stored within the shed.

16. The Council accepts no responsibility for loss or damage to any personal goods or equipment.
17. During office hours, all damage, breakages and losses must be reported to Council as soon as possible. If these problems occur outside of office hours, and they affect the security of the garden area and its patrons, you must contact the after-hours emergency contact number - phone 8416 6333.
18. Permanent structures are not allowed to be built in garden plots or in other areas of the garden. Semi-permanent shade structures must be first discussed with Council staff and the risk will be assessed before construction.
19. Please dispose of all green waste in the compost bins or the green organics bins.
20. Chemical insecticides, fungicides and herbicides are prohibited. Natural methods of pest control such as companion planting, good plant and soil health, and biological controls are encouraged.
21. Chemical fertilisers are prohibited. Natural fertilisers such as compost or aged manure are encouraged.
22. Ensure you are sun smart when gardening. Sunscreen is available for all gardeners in the sheds. Upon joining the garden, all gardeners will receive a broad brimmed hat.
23. If you notice something is broken, damaged or hazardous it is your responsibility to report it to Council staff.
24. Please contact Council if you wish to return your plot, if you are unable to tend to your plot temporarily or if your contact details change.
25. In the interest of public health, and in line with government regulations, the City of West Torrens Community Gardens are smoke free spaces.
26. From time to time the Community Garden spaces may be used for community programming and events and may be unavailable for general access.
27. An agreement can only be entered into by a person over the age of 18 years and is not transferable.
28. The Council reserves the right to remove a person/s without liability if behaviour is not considered appropriate.
29. The Council may disregard any agreement that does not comply within the terms of this agreement and reserves the right to re-let plots that fail to meet the terms of this agreement.
30. The permit holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of, or in relation to, the issuing of the permit.
31. Please note that the City of West Torrens is a public authority which is bound by the Local Government Act 1999, and other relevant legislation, to retain information and to make certain information publicly available. In some instances, this will require Council to publish personal information such as names and addresses of those whose information it holds. If you have any questions regarding the use of your personal information please contact the Council - phone 8416 6333.

32. COVID-19: By entering a City of West Torrens venue, patrons acknowledge that, even with control measures in place, there remains an unquantifiable risk of transmission of viral illness, including COVID-19. As such, patrons acknowledge that they have considered those risks and their own personal circumstances, including any health condition or vulnerability that patrons may have, and the circumstances of persons with whom patrons will be in close contact following attendance at a City of West Torrens venue.