

TERMS AND CONDITIONS

Submitting an application for membership in the Laker Reserve Community Garden ('Community Garden') is deemed acceptance to these Terms and Conditions.

1. Members must pay the membership fee in accordance with Council's Fees & Charges.
2. Membership ends on 1 July each year or after one year, whichever is earlier, and is subject to renewal, associated fees, and any other conditions that Council may place on membership renewal.
3. Members will be provided with a key to access the community garden. Keys are not to be cut or duplicated. Members must maintain secure possession of the key at all times and must not give their key to any other person. In the event that a key is lost, the Member acknowledges and accepts they must inform Council immediately and pay for a replacement.
4. Members must not remove any equipment, tools and/or gardening material from the Community Garden without the express written permission from Council.
5. Members must abide by the Community Garden Rules and any and all directions, verbal and/or written, by Council and its officers.
6. The consumption of alcohol, any illicit substances and/or smoking is strictly prohibited in the Community Garden.
7. Members understand and accept the nature and risks associated with gardening including, but not limited to, physical labour, use of tools and protective equipment, and animal bites.
8. Members unconditionally release Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the Member, any other Member or Council. The Member agrees not to sue to make any claim or demand against Council in respect to the Community Garden.
9. Members indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:
 - a. Loss of, loss of use of, or damage to property of Council; or
 - b. Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by a Member arising out of a Member's activities undertaken at or near the Community Garden. Member's liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

10. Council may, at its discretion, prohibit any activity from taking place in the Community Garden that it deems inappropriate.
 - a. In order to determine whether an activity may be considered as inappropriate, Council may consider whether the activity would likely:
 - i. bring Council into disrepute;
 - ii. be improper, illegal, unethical or offensive;
 - iii. raise a conflict of interests for Council or a Council official;
 - iv. is contrary to public interest;
 - v. is, or is likely to be perceived as, dangerous or hazardous; or
 - vi. any other reason that Council deems fit.
11. Council reserves the right to revoke, at its sole discretion without notice, any membership of a Member who does not abide by these Terms and Conditions or who has, in the opinion of Council, engaged in conduct which is fraudulent, misleading, deceptive, inappropriate (as defined in clause 8a) or generally damaging to the goodwill or reputation of Council.
12. Council may change and/or cancel memberships at its sole discretion without notice.
13. Privacy Statement

Strathfield Municipal Council (the 'Council') manages privacy and personal information in accordance with relevant legislation and Council's Privacy Management Plan. Information on how Council handles your personal information is explained in Council's Privacy Management Plan.

Council collects and stores your personal information to manage your membership in the Community Garden and keep you informed of further information concerning the Community Garden. You accept the provision of personal information is voluntary but failing to provide all or part of the sought after information may mean Council can not process your request for membership application. Information provided by you may be accessed by government agencies and members of the public in accordance with relevant legislation. Council is to be regarded as the agency that holds the information.

Under the Privacy and Personal Information Protection Act 1998 and the Government Information (Public Access) Act 2009 you can apply to access records of personal information Council holds about you, and then apply to amend or correct personal information.

You can access your personal information by writing to Council's Privacy Contact Officer at PO Box 120, Strathfield NSW 2135.

You can view Council's Privacy Management Plan by visiting www.strathfield.nsw.gov.au/council/privacy-management.