



Belhaven Community Garden Group Membership Agreement 2015-2017

NHS Lothian is allocating some of its unused land to temporary community gardening. This land will be available to community groups who accept that the use of this land is short-term and subject to being needed for development or sale by the NHS.

1. Context

Belhaven Community Garden (BCG) is a Sustaining Dunbar pilot project to transform an area of land adjacent to Belhaven Hospital, Dunbar, into gardens where local residents, community groups, staff and patients can grow together. All areas are currently common areas and there is a real sense of community and a shared love of nature. The site is being made available to Sustaining Dunbar, initially on a five year agreement, up to 4th October 2017 by NHS Lothian, which sees this as an experiment that could be scaled up if successful. The Gardens are to be community gardens promoting health, community, and environmental sustainability; they are not comprised of individual allotments.

2. Governance

Governance of the community gardens is through a steering group. The steering group is comprised of representatives from NHS Lothian, the Federation of Edinburgh and District Allotments and Gardens Associations, the Federation of City Farms and Community Gardens, NHS Estates, Public Health, the Royal Edinburgh Hospital, and others as required.

Sustaining Dunbar (SD) has been selected to act on behalf of NHS Lothian as the management organisation for the gardens. SD carries out its management role in line with direction from the steering group, through the SD Belhaven Garden Working group which includes a member of the steering group.

3. Opportunities for Engagement

- Garden usage will be available for individuals and groups who accept the short-term use of the gardens.
- Group members are encouraged to take part in the design, management, and development of the site. However, all proposed initiatives must be agreed with the working group - or referred to, and agreed by, the Steering Group if appropriate - prior to starting any work under that initiative in the Gardens.
- Group members are welcome to publish photos and press releases provided that they clearly indicate they are representing themselves and not the Belhaven Garden *per se*. Sustaining Dunbar will be responsible for all major public relations activities representing the BCG, with oversight provided by NHS Lothian communications.
- All events and use of the Gardens must be booked with the Garden Coordinator.
- The SD Garden Working group shall be the principal point of contact for all group members. The membership contract set out below is entered into between the group member and SD, and SD will be entitled to enforce the terms and conditions of the membership contract accordingly.
- Group members are encouraged to apply for external funding and will liaise with SD to ensure that the gardens are developed in accordance with the requirements of NHS Lothian and in line with initiatives agreed with SD or the NHS as referred to above.
- The Gardens are open from 9am-5pm during winter hours and 8am-8pm during summer hours, with extension of those hours available for special events upon request.

4. Terms of Agreement

This membership contract is for the period to 4th Oct 2017 unless (a) the lease between NHS Lothian and SD terminates for any reason or (b) membership of the group terminates for any reason.

We, Sustaining Dunbar, will:

- Introduce you to how the BCG works and your role in it
- Ensure that open and clear communication is maintained
- Consult with you and keep you informed of possible changes
- Provide such insurance cover as we consider appropriate in relation to your activities at the BCG during BCG operating hours.
- Apply our complaints procedure if there is any problem with our communications
- Provide you with a share of the harvest
- Provide the site with basic infrastructure, including access to gardening tools and materials, secure tool storage, water, and toilets (but on the understanding that Sustaining Dunbar will not be liable if any of that basic infrastructure is unavailable at any time due to factors outwith Sustaining Dunbar's reasonable control)
- Provide a Garden Coordinator to coordinate and facilitate work in the gardens and support training in horticulture and in organic gardening where possible.

I, _____ of _____ [insert group] agree to:

- Participate in the gardens in the ways described by the section on the opportunities for engagement.
- Discuss potential new developments with the Garden Coordinator to make sure they will be alright with the rest of the community and in keeping with the ethos of the garden.
- Be responsible for my own safety and the safety of those I am responsible for whilst I am at the gardens.
- Share the harvest with everyone. Part of the harvest will go to Sustaining Dunbar to showcase the gardens and to support ongoing operating costs.
- Follow the Garden Guidelines
- Periodically provide feedback to Sustaining Dunbar on my experience in the gardens to assist with fundraising and publicity.
- Accept the garden's opening hours.
- Agree to book all use of the Gardens with the Garden Coordinator.

Nature of Member rights

For the avoidance of doubt, I shall have no tenancy rights, nor any other right or interest allowing me exclusive occupation of any part of the gardens.

Indemnity

I shall indemnify Sustaining Dunbar and NHS Lothian in respect of any loss, liability or claim (including, without limitation, the costs on a solicitor-client basis of resisting or defending any claim, and any award of expenses), where such loss, liability or claim arises out of or in connection with my involvement with the Belhaven Community Garden or any act or omission of mine or of any children or any other individual working under my supervision.

Termination of membership

If I am in breach of any of the provisions of this membership contract (any breach of the Garden Guidelines or the terms and conditions set out in any booking form being taken to be a breach of the provisions of this membership contract for this purpose), Sustaining Dunbar will be entitled (at its option; and without limiting its ability to pursue any other remedy against me) to terminate my membership with immediate effect, by way of a notice issued to me at the address set out above.

Please sign below if you understand and agree to the terms of membership:

Signed _____
Date _____

Signed (Sustaining Dunbar) _____
Date _____

Next of Kin: _____
Contact Details: _____
Permission to use photos Yes No