



Example of a user charter for a collective garden

0. Preamble

The provision of the land located on rue (...) to (...), property of (...), to achieve the following objectives:

- To make plots available to members to grow vegetables, plants and flowers with a view to respecting the environment and sustainable development;
- provide members with the opportunity to enjoy low-cost outdoor activities and to obtain fresh, healthy food;
- strengthen social ties, promote exchanges, mutual aid, dialogue and conviviality;
- to give a point of support to people with disabilities or in difficulty in order to regain social utility and dignity by having the opportunity to participate in creative and productive work.

As all life in society requires a few rules of good use, this charter has been drawn up to ensure the proper functioning of the collective garden. Members receive a copy and agree to abide by it. The text will evolve according to the proposals made by members and users, experience over time and situations on the ground.

I. Concession of plots

1. The temporary and precarious concession of a plot of land is granted by the **management committee**.

In no case is it a lease. Vacant plots are allocated to people on a waiting list, in chronological order of their registration.

2. Each member may only have one plot of land which he or she keeps from one year to the next. He may not sell it without the agreement of the management committee. The gardener wishing to vacate his plot must inform the management committee one month before the end of its occupation.
3. The management committee may reserve areas intended for collective cultivation. These areas are entrusted, after examination by the committee, to the good care of the team of gardeners who submit the request for collective cultivation after having appointed a person in charge. The latter is the contact person for the association in the same way as a plot holder.
4. The gardener cultivates his plot himself using his own tools and products (seeds, plants,...).
5. The maximum surface area of an individual plot is half an are (50 m²). If there is still unallocated cultivable area, part of it may be allocated to gardeners who wish to do so,



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ERASMUS PLUS – KA2 STRATEGIC PARTNERSHIP
Grant Agreement No. 2023-1-FR01-KA220-ADU-000153638

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on condition that they transfer it on request to any new gardening candidates at the end of the growing season.

6. Each gardener undertakes to pay an annual fee of 15 **euros for 25 m²** and 20 **euros for 50 m²** before the **start** of the (...). The gardener who does not pay his contribution may have the concession of his plot or the right to practice withdrawn.
7. The candidate gardener completes and submits to the representative of the association at the time of registration the declaration of membership contained in the appendix to this charter.

II. Cultivation and maintenance of the garden

1. The plot made available must be maintained with due care and cultivated with respect for the environment, neighbouring plots and the rules of organic gardening.
2. The cultivation of vegetables, flowers, medicinal, officinal or condiment plants is exclusively for family use.
3. The gardener undertakes to respect a sufficient crop rotation to avoid the risk of disease. In order to avoid any forgetfulness or misunderstanding, the gardener draws up a sketch or a description of his plot with mention of the different crops.
4. The gardener will encourage the planting of native plants. Exotic plants are tolerated as long as they do not pose a danger to the local botanical balance if they are spread outside the gardens. For the same reason, no GMOs can be grown on gardens.
5. Water made available in collective containers will be used sparingly; As much as possible, water-saving mulching techniques should be used.
6. No trees may be planted on the plots.
7. It is forbidden to use pesticides and chemical fertilizers. Only biocides used in organic farming are permitted, provided that preventive measures to control diseases and pests are effectively applied in parallel. Amendments from compost and manure are allowed.

III. Equipment and maintenance of the surroundings

1. Non-composable waste cannot be left in the garden. The burning of grasses and garbage is prohibited.
2. Deposits of scrap metal, wood, or miscellaneous materials, the storage of flammable materials (gas bottles, etc.) or dangerous products are prohibited, as is the installation and use of heating and kitchen appliances, etc.
3. No shelter, construction, game (swing type) made of any materials for individual use may be built on the plot. Only tunnels, layers, composting bins are allowed,... for individual use not exceeding 75 cm in height. They must not interfere (by their shade) with the exploitation of neighbouring plots.
4. A grassy path of at least 60 cm must be maintained along the outer boundaries of each plot. This cannot be closed.



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IV. Life of the Group

1. The management committee ensures compliance with the principles and regulations of the shared gardens. It also undertakes to provide technical information about organic farming to gardeners who wish to do so.
2. The gardeners respect the calm of the site and the tranquility of the other gardeners as well as the local residents.
3. Each gardener participates in the collective work of development and maintenance of the common areas (alleys, fences, shelters, tunnels, etc.) under the advice of the association's representative.
4. All forms of advertising are excluded from the gardens, except for the promotion of activities directly related to the association's corporate purpose.
5. Persons from outside the site are only allowed on a plot in the presence of the titular gardener. If, during a holiday period, the gardener has his plot maintained by another person, he must report this to a representative of the association before leaving for the holidays. The gardener can bring his family with him, but must take care that the children do not enter other plots.

V. End of the concession

1. In the event of cessation of activity or takeover of the land by the owner municipality, the gardens must be vacated on the requested dates. No compensation of any kind whatsoever may be claimed by the gardener.
2. Poor maintenance of the plot, insufficient cultivation and, in general, non-compliance with these regulations, will result in a warning, or even the withdrawal of the plot concession after two written warnings issued by the management committee in the same year.
3. Any gardener caught stealing or damaging the property of others or who is guilty of verbal or physical aggression, will have the concession of his plot withdrawn by the management committee; he shall, if necessary, be excluded from the association under the conditions set out in the statutes of the latter.
4. In the event of disagreement, the gardener concerned may ask to explain himself to the management committee, which confirms or reverses his decision. The decisions of the management committee may be appealed to the general assembly which, in the event of an appeal, shall decide in the last instance on the withdrawal of the concession of plots and the exclusion of members.
5. The excluded gardener has a period of 8 days from the notification to remove everything that belongs to him on the plot. Any appeal suspends this period.

The resigning gardener or, where applicable, his beneficiaries have a period of one month from the removal of the growing harvests to definitively vacate the plot. No compensation, for any reason whatsoever, can be claimed.





Declaration of membership in 2 copies:

I, the undersigned:

Surname, first name:

Address:.....

Phone:.....

Possible email:

declares that it has received a copy of the charter governing the use of the collective garden and that it has read it, undertakes to respect its terms, pays the annual membership fee **of (...)** euros for the current year.

Gardener's signature:

,

Signature of two representatives of the Management Committee for the General Assembly:



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