

Fingal County Council - Terms of License for Allotment Lettings

1. Allocation of Vacant Allotments

- 1.1. Applicants who wish to register for an allotment must complete form AL1 (Allotment Application) available from Fingal County Council Operations Department, Grove Road, Blanchardstown, Dublin 15 or www.fingal.ie/environment/allotments
- 1.2. Vacant plots will be allocated on a first come first served basis. Fingal County Council no longer operates a waiting list or a mid-season letting period at any of our allotment sites.
- 1.3. Preference will be given to applicants normally residing in Fingal. Requests from persons normally residing outside County Fingal shall not be considered until all Fingal residents have been catered for.
- 1.4. Preference for location (Turvey Donabate, Powerstown Blanchardstown, Skerries or Balbriggan) and for allotment size (5m x 10m, 10m x 10m or 20m x 10m) shall be indicated at the application stage and subsequent renewal notices by a first and second preference. The County Council shall endeavour to provide the first preference plot size at the preferred location when vacant places become available.
- 1.5. Existing Licensees will be given first preference if they wish to relocate from one site to another and/or upgrade/downgrade the size of their allotment. Existing Licensees are required to complete a new AL2 application form every year.

2. Assignment

- 2.1. The Licensee must complete and sign the Licence Agreement and return this to Fingal County Council for the Licence Agreement to come into effect.
- 2.2. The allocation of an allotment is personal to the Licensee. Licensees may not assign, sublet or part with possession of all or part of their allotment(s) during the period of the Licence.
- 2.3. The Licensee shall be responsible for his/her allotment and all that is on it. The Licensee shall be responsible for the removal of all waste matter relating to fences, gates, sheds and crops from the allotment at the termination of the Licence. Any items left on the allotment after the Licence has terminated will be disposed of in any manner, which the County Council deems fit and the cost of such disposal may be recovered from the Licensee.
- 2.4. Only one plot will be assigned per address.
- 2.5. The allotment is, and shall at all times remain the sole property of the County Council. The Licensee shall acquire no right, title or interest in the plot. The Licence gives the Licensee the right to cultivate the plot for the period of the Licence according to the Terms outlined in this document. The Licence does not, and is not intended to create or

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grant to the Licensee any estate or interest in the lands, or any other part of the County Council's land.

3. Termination

3.1. With effect from 2015, all allotment schemes have been brought in line to have a standard rental period of 11 months, terminating on 31st December each year.

3.2. The Allotment Licence Agreement may be terminated by Fingal County Council before the dates indicated in paragraph 3.1 if the Licensee is in breach of the rules affecting the allotment or any other condition of his or her Licence Agreement

4. Rent

4.1. The Licence fee for an allotment shall be paid in **full** at the beginning of the rental period.

4.2. The letting period for 2019 will run from **Tuesday 1st January 2019 – Thursday 31st January 2019**. Payments will not be accepted outside of these dates, and any plots not renewed during this period will be reallocated.

4.3. The following are the fees for the various sized plots for all 4 allotment sites:

- €50 for a 5m x 10m plot (plus €10 Allotment Association Fee);
- €100 for a 10m x 10m plot (plus €10 Allotment Association Fee);
- €200 for a 20m x 10m plot (plus €10 Allotment Association Fee).

The fee is determined by the size of the allotment.

4.4. Fingal County Council will only reimburse the Licence fee if the allotment is returned by the Licensee within four weeks of the date of acceptance of the Licence Agreement.

5. Management Committees

5.1. With effect from 2015, all allotment schemes will have an Allotment Association in place. All plot-holders **must** become members of their Allotment Association. The annual membership fee is €10 per person.

5.2. The Allotment Association fee **must** be paid at the same time as the plot rental fee.

5.3. Allotment Association membership entitles each plot holder to one vote. In circumstances where two people are listed as plot holders, they will pay one fee and hold one vote.

5.4. Each Allotment Association will have a properly constituted and elected Management Committee.

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5.5. The Management Committee will oversee the day-to-day running of the allotment schemes and queries and requests from plot holders should firstly be addressed to the Management Committee.

6. Composting & Waste

6.1. Allotment holders must make every effort to compost waste materials. The County Council will arrange for skips to be placed in each allotment scheme when deemed necessary during the growing season to take away any surplus green waste.

6.2. Non-compostable waste shall **not** be burnt at the allotment site, but shall be removed from the site by the Licensee. Bonfires are only permitted on site for the burning of diseased plant material, providing that such bonfires do not cause nuisance or annoyance to other Licensees or local residents. Bonfires must not under any circumstances be left unattended.

6.3. Rubbish, refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) must not be deposited on the allotment or any adjacent land by the Licensee or by anyone else with the Licensee's permission. Any Licensee, or any person being a guest of that Licensee, found dumping such materials at the Licensee's plot, a vacant plot or adjacent lands without the consent of the Council, may have their Licence Agreement terminated immediately.

7. Cultivation and Use of Allotments

7.1. Licensees must use allotments for their own personal use and must not carry out any business.

7.2. Allotments must be kept clean and in good condition, free from weeds and must be cultivated to the extent of at least fifty per cent of the total area.

7.3. Licensees shall keep hedges, fences and gates within the boundary of their allotment properly cut, trimmed and maintained. The Licensee shall not interfere with or remove any existing hedging, fencing or other boundary markers on the allotment site.

7.4. Licensees shall not cut or prune any trees adjoining the allotments.

7.5. The Licensee shall not grow any plants, weeds or otherwise, as specified and prohibited by Irish and European law

8. Hoses & sprinklers

8.1. Sprinklers are not allowed due to the large volumes of water used. The Licensee must not leave any hoses running after allotment closing hours.

9. Dogs, Animals and Bees

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9.1. Dogs, with the exception of guide dogs, must not be brought on to the allotments site unless they are kept on a lead within the Licensee's plot.

9.2. Livestock, poultry and beehives shall not be kept on the allotment.

10. Authorised Persons & Visitors

10.1. Only the Licensee, or a person authorised and/or accompanied by the Licensee is allowed on a site.

10.2. All children who are brought on site must remain under the supervision of the Licensee and not cause harm, nuisance or danger to either themselves or other users of the allotment site.

10.3. The Council may order any person entering the site unlawfully or in breach of these rules to leave immediately.

10.4. The County Council may take action against a Licensee for allowing an unauthorised person to be on the site, when it has reasonable grounds for believing that by permitting unlawful access has seriously inconvenienced other users of the site.

10.5. Any Licensee, or any person being a guest of that Licensee, found removing produce or other items from another Licensee's plot without the consent of that plot's Licensee, or from a vacant plot without the consent of the Council, may have their Licence Agreement terminated immediately. The Licensee will be held responsible for such guest's behaviour.

11. Security

11.1. Each Licensee shall be issued by the County Council with one key to access the allotment area. The key shall not be copied by the Licensee.

11.2. The entry gates to the allotments are to be locked at all times by the Licensee when entering and leaving the allotment site. The County Council will treat the noncompliance with this condition as a breach of the rules affecting the use of the allotment site as set out in paragraph 3.2. Should the Licensee be observed not locking the gates more than 2 times by County Council staff or members of the local allotment committee, the County Council will terminate the Licence Agreement.

11.3. The costs for a replacement key from the County Council shall be €10.

11.4. The transfer of keys to any unauthorised person(s) is strictly prohibited.

11.5. Keys must be returned to the Council upon termination of the Letting Agreement.

12. Paths & Car Park

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- 12.1. The County Council or Allotment Committee by arrangement will keep the car parking areas and distributor pathways in good condition. The County Council will also regularly cut the grass in the car parking areas to maintain a tidy look of the parking areas.
- 12.2. The Licensees shall keep clear the distributor paths of obstructions at all times and these paths can only be accessed by Licensees for large deliveries to the allotment plot such as the delivery of large quantities of manure and compost. Access to the pathways will be controlled by the County Council.

13. Sheds, Building and Structures

- 13.1 The Licensees are allowed to erect new structures on the allotment garden in accordance with the following requirements:
 - The sheds shall not be higher than 2.20metres
 - The total ground floor surface shall not exceed 9m squared.
- 13.2 No trade or business may be carried out from sheds, greenhouses or tool lockers.
- 13.3 Petrol, oil, fuel, lubricants or other flammable liquids must not be stored in the allotment, shed, greenhouse or tool locker.
- 13.4 The County Council shall not to be liable for loss of, or damage to, whether by accident, fire, theft or otherwise, any tools or contents in the shed, greenhouse or tool locker.
- 13.5 The County Council shall not be obliged to replace or repair any private shed, greenhouse or tool locker which is destroyed or damaged.

14. Inspection

- 14.1 The allotment (and any shed or greenhouse on it) may be inspected by an authorised Officer or employee of the County Council at any time and the Licensee must give whatever access is required by them and cooperate with them. The Licensee shall undertake any work determined by the County Council as being necessary for the preservation of the allotment.
- 14.2 The Council will carry out regular inspections on each of the allotment sites. The Licensee of a plot that is deemed to be underutilized, overgrown or in breach of any of the conditions of this Terms of Licence for allotment lettings will receive a warning letter outlining the problem with their plot. This problem will need to be rectified prior to the following month's inspection otherwise a second warning letter will be issued.
- 14.3 A maximum of two warning letters will be issued to the Licensee. If no action is undertaken by the Licensee to rectify the problem within 4 weeks of the date of issue of the second warning letter, the Licence Agreement will be terminated. The County Council will issue a termination letter to notify the Licensee that the Licence Agreement has been terminated.

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- 14.4 The County Council will not re-fund the Licence fee when the Licence Agreement is terminated on foot of the termination letter.

15. Disputes

- 15.1 Disputes between Licensees will be referred to the Senior Parks Superintendent of the County Council. The decision of the Senior Parks Superintendent County Council will be binding on all the Licensees involved in the dispute.

16. Change of Address

- 16.1 Licensees must immediately inform the Council in writing of changes of address.
- 16.2 Any notice must be served on a Licensee either personally or by leaving it at his last known address, or by registered letter or by recorded delivery letter addressed to him there, or by fixing a notice in a conspicuous manner on the Allotment.
- 16.3 Notices served under paragraph 16.2 will be treated as properly served even if not in fact received.

17. Interpretation and Repeal

- 17.1 In these rules, the following words are to have the following meanings:

Allotment - any allotment or leisure garden let by or on behalf of the County Council.

The County Council - Fingal County Council

Licence fee - the annual sum payable for an Allotment and all amenities provided with it.

Licensee - person who holds a Licence Agreement for an allotment.

The headings of these rules are not to affect their interpretation.