



Terms and Conditions of License Agreement for Shannon Allotments

For interpretation purposes, the following terms are used in this Agreement:

Allotment – any allotment let by or on behalf of the County Council

The Council – Clare County Council

Licence Fee – the annual sum payable for an Allotment and all amenities provided with it.

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

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

1. Allocation of Vacant Allotments

- 1.1 Applicants who wish to register for an allotment must complete an application form which are available from the Economic Development Directorate, Clare County Council, Áras Contae an Chláir, New Road, Ennis, Co. Clare, V95 DXP2 and on our website www.clarecoco.ie
- 1.2 Allotments will be allocated after all application forms have been considered. Preference will be given to existing allotment holders and to applicants normally residing in Shannon. Requests from persons normally residing outside of Shannon shall not be considered until all Shannon residents have been catered for.
- 1.3 Preference for allotment size shall be indicated at the application stage. The Council will endeavour to provide the first-preference plot size. Should the number of applications for a particular allotment size exceed the number available, allotments will be allocated by drawing lots.
- 1.4 On occasion, an opportunity may arise for a Licensee to relocate from one allotment to another and or upgrade/downgrade the size of their allotment. The Council will consider such applications, should they arise.
- 1.5 The Licensee takes the plot in its present condition and will not require the Council to carry out any improvements to the lands or the fences during the period of this Agreement.
- 1.6 The Council in considering applicants for allotments in future years will have regard to the Licensee's performance and use of the allotment under this Agreement.

2. Assignment

- 2.1 The Licensee must complete and sign the Licence Agreement and return it to the Council for the 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.
- 2.4 Only one allotment will be assigned per address.
- 2.5 The allotment is, and shall at all times remain, the property of the 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 grant to the Licensee any estate or interest in the lands. The Licensee hereby admits that the Agreement hereby created is for the temporary convenience of the parties hereto.
- 2.6 The Licensee or family members or guests working on the allotment do so at their own risk and shall not hold the Council liable for any injury suffered while working on it.

3. Termination

- 3.1 The Licence Agreement may be terminated by the Council before the specified date if the Licensee is in breach of the terms and conditions of holding an allotment.
- 3.2 On the expiration of the Licence Agreement, the Licensee shall hand over the quiet and peaceable possession of same to the Council or their duly authorised agent.
- 3.3 If the Licensee is found to be in breach of his/her obligations under the Licence Agreement, the Council may terminate it by notice in writing to the Licensee. On service of such notice the Licensee's right to use the allotment shall cease and the Licensee shall remove all vegetable /fruit crops from the lands within 14 days. In these circumstances no refund of the fee paid shall arise.

4. Rent

- 4.1 The Council shall permit the Licensee to use the allocated plot for the period set out in the licence agreement. The standard rental period will be 11 months. The Licence fee for an allotment shall be paid **in full** on the signing of the Agreement. No refund of the fee is payable.
- 4.2 The annual charge payable is determined by the size of the allotment, as follows:
 - €40 for a 54 square meters allotment (Small)
 - €60 for a 121.5 square meters allotment (Medium)
 - €80 for a 150 square meters allotment (Large)

5. Allotment Association

- 5.1 The new allotment scheme in Shannon will have an Allotment Association in place, with a properly constituted committee. All allotment holders will be required to become members of the Association. An annual fee may be payable for membership.

6. Composting and Waste

- 6.1 Allotment holders must make every effort to compost waste materials. Communal composting facilities will be provided at the site. However, the Licensee may place a composting bin on their own plot for their private use. All other non-bio-degradable waste is to be removed from the site by the Licensee. The Council or the Allotment Association may arrange for a skip to be placed on site if deemed necessary during the growing season to take away any surplus green waste.
- 6.2 Non-compostable/non-bio-degradable waste shall not be burnt at the site, but shall be removed from the allotment by the Licensee. Bonfires are not permitted on site.
- 6.3 The Licensee shall be responsible for the removal of all waste matter relating to fences, gates, sheds and crops from the allotment on termination of the Licence. Any items left on the allotment after the Licence has terminated will be disposed of in any manner which the Council deems fit, and the cost may be recovered from the Licensee.
- 6.4 Rubbish, refuse or decaying matter (except for quantities of manure or compost reasonably 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 their guest) found dumping such materials at their allotment or on the overall site without the consent of the Council, may have their Licence Agreement terminated immediately.

7. Cultivation and Use of Allotments

- 7.1 Cultivation of the plot is a matter for the Licensee. Licensees must use the allotment for their own personal/domestic use for the growing of vegetables/fruit crops and must not carry out any business on site. The Licensee shall be deemed to have satisfied themselves as to the suitability of the land for the growing of vegetables/fruit crops.
- 7.2 The Licensee shall not hold the Council responsible for any loss of or damage to crops on the allotment.
- 7.3 Allotments must be kept clean and in a good condition/state of cultivation, free from weeds of all descriptions. Uncultivated areas must not become overgrown or untidy.
- 7.4 Licensees shall take all reasonable steps in accordance with best horticultural practices to ensure that all vegetables/crops are protected against pests and diseases. Only herbicides and pesticides approved for use by the Department of Agriculture are permitted. Broadcast spraying is not permitted. The topical use of chemical treatments will be in line with S.I.155 of The European Communities (Sustainable Use of Pesticides) Regulations 2012 (*Ref: Regulation 15*) and the Licensee must comply with manufacturer's instructions in the use of any chemical herbicide or pesticide.

- 7.5 The Licensee shall be the “responsible person” for the purposes of the Noxious Weeds Act, 1936, in respect of their allotment for the period of the Agreement. The Licensees shall not grow any plants, weeds or otherwise that are specified / prohibited by Irish and European law.
- 7.6 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 or future hedging, fencing, walls or other boundary markers on the allotment site. The Licensee shall not use any barbed wire for any purpose on the allotment.
- 7.7 Licensees shall not cut or prune or remove any timber or other trees adjoining the allotments, nor take, sell or carry away any mineral, sand or clay or permit any other person to do so.
- 7.8 The Licensee shall not erect any notice or advertisement on the allotment, other than the allotment number.
- 7.9 The Licensee shall observe any additional conditions which the Council considers necessary from time to time to preserve the allotment from deterioration, notice of which shall be given to the Licensee in writing.
- 7.10 The Licensee shall not cause nuisance to the Council or to the occupier(s) of any other allotment or to occupiers of neighbouring properties.

8. Hoses and Sprinklers

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

9. Dogs and Animals

- 9.1 No livestock, poultry, pigeons, or animals, with the exception of guide dogs, are permitted onto the allotment site.

10. Authorised Persons and Visitors

- 10.1 Only the Licensee, or a person authorised and/or accompanied by the Licensee is allowed on a site.
- 10.2 Any children who are brought on to the site must remain under the supervision of the Licensee and not cause 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 terms to leave immediately.
- 10.4 The 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, other users of the site have been seriously inconvenienced.

- 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 guests' behaviour and their health and safety.
- 10.6 The Licensee shall comply with Health and Safety laws and exercise a "Duty of Care" towards themselves, other Licensees and the general public.

11. Security

- 11.1 Each Licensee shall be issued with one key or key code by the Council to access the allotment area.
- 11.2 The entry gate to the allotments is to be locked at all times by the Licensee when leaving the allotment site. Should the Licensee be observed by the Council or the Association leaving the gate un-locked more than twice, the Council will terminate the Licence Agreement.
- 11.3 The transfer of keys or key code to any unauthorised person(s) is strictly prohibited.
- 11.4 The Council reserves the right to change the lock or key code at any time and will notify all allotment holders.

12. Paths and Car Park

- 12.1 The Council or the Allotment Association (by agreement) will keep the car parking areas and pathways in good condition.
- 12.2 The Licensee shall ensure that they keep the paths and access routes clear of obstructions at all times.

13. Sheds, Building and Structures

- 13.1 The Licensees of the 13 large allotments may erect (non-permanent) structures on their allotment in accordance with the following:
 - Any shed or glasshouse shall not be higher than 2.20 metres
 - The total ground floor surface shall not exceed the area of the concrete plinth within the allotment.
 - Sheds should be well maintained and painted brown or green.
- 13.2 The storage of chemicals, oils, fuels, lubricants, or any other flammable liquids will not be permitted within the Allotments site.
- 13.3 The Council shall not be liable for loss of, or damage to, whether by accident, fire, theft or otherwise, any tools or contents in any shed, greenhouse or tool locker.
- 13.4 The 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 on it) may be entered and inspected, at any time during the lifetime of this Agreement, by an employee of the Council, and the Licensee must give them full access and co-operate with them. The Licensee shall undertake any work determined by the Council as being necessary for the management of the allotment.
- 14.2 The Council will carry out regular inspections on the allotment site. The Licensee of an allotment that is deemed to be underutilised, overgrown or in breach of any of these conditions will receive a warning letter outlining the problem with their allotment. If the issue is not resolved prior to the subsequent inspection, a second warning letter will be issued. If, after two warning letters, no action is undertaken by the Licensee within the time required, the Licence Agreement will be terminated. The Council will inform the Licensee in writing that the Licence Agreement has been terminated.
- 14.4 The Licence fee will not be refunded when the terms of the Licence Agreement have been breached.

15. **Disputes**

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

16. **Change of Address and Service of Notices**

- 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/her last known address, or by registered letter or by recorded delivery letter addressed to him/her there, or by fixing a notice in a conspicuous manner on the Allotment. Notices served will be treated as properly served even if not in fact received.

Approved by Allotment Association meeting on the 23rd July, 2019.

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Signed by _____ *Date* _____
Senior Executive Officer