

Fingal County Council

Schedule of Conditions

Allotment lettings

1 Allocation of Vacant Allotments

- 1.1 Applicants who wish to register for an allotment must apply for an allotment application form AL1 available from Fingal Co. Co.'s Parks Division to register for an allotment.
- 1.2 Once a person has applied for an allotment, s/he will be placed on the waiting list or provided with an allotment if one is available immediately. Vacant allotments shall be offered by the County Council to applicants in order of application on the waiting list.
- 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 in Donabate or Powerstown in Blanchardstown or Skerries) 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 A person on the waiting list shall be allowed to refuse an allotment location or plot size twice. After the second refusal the County Council may place the person at the back of the waiting list or remove the person from the waiting list.
- 1.6 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. Licensees are required to complete a new AL1 application form before the 1st December at the end of their tenancy year.

2 Assignment

- 2.1 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 Allotments during the lifetime of the Tenancy.
- 2.2 The Licensee shall be responsible for his 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 Tenancy. Any items left on the Allotment after the Tenancy 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.
- 2.3 Only one plot will be assigned per address

3.0 Termination

- 3.1 The Allotment Licence agreement shall terminate every year at each allotment scheme on the dates indicated below:

Allotment scheme	Termination date licence agreement
Turvey	31 st December
Skerries	31 st January
Powerstown	31 st February

- 3.2 The Allotment Licence agreement may be terminated by the Council Council before the dates indicated in paragraph 3.1 if:

- 3.2.1 The rent is in arrear for more then 30 days after notification by the County Council
- 3.2.2 The Licensee is not duly observing the rules affecting the Allotment, or any other condition of his/her Tenancy

4. Rent

- 4.1 The rent of an Allotment shall be paid on an annual basis within two weeks following a request for payment send to existing and potential licensees by the County Council.
- 4.2 The rent is determined by the size of the allotment and is set as follows: €50,- for a 5m x 10m plot, €100 for a 10m x 10m plot and €200,- fora 20m x 10m plot
- 4.3 Failure to pay the rent within two weeks following the request for payment will result in the County Council issuing a two-week notice for payment within 14 days. If no rent is received after 14 days, the County Council may allocate the allotment to a new licensee from the waiting list.

5 Composting

- 5.1 Allotment holders must make every effort to compost waste materials.
- 5.2 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 Cultivation and Use of Allotments

- 6.1 Licensees must use Allotments for their own personal use and must not carry out any business.
- 6.2 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.
- 6.3 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.
- 6.4 Licensees shall not cut or prune any trees adjoining the Allotments.
- 6.5 The licensee shall not grow any plants, weeds or otherwise, as specified and prohibited by Irish and European law

7 Hoses and Other Restrictions

- 7.1 Sprinklers are not allowed due to the large volumes of water used. The licensee must not leave any hoses running after allotment closing hours.
- 7.2 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 adjoining 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 or a vacant plot without the consent of the Council, may have their licence agreement terminated immediately.

8 Dogs, Animals and Bees

- 8.1 Dogs, with the exception of guide dogs, must not be brought on to the Allotments or any part of the Site unless they are kept on a lead within the owners allotment.
- 8.2 Livestock, poultry and beehives shall not be kept on Allotments.

9 Unauthorised Persons

- 9.1 Only the Licensee, or a person authorised and/or accompanied by the Licensee is allowed on a Site.
- 9.2 The Council may order any person entering the Site unlawfully or in breach of these Rules, to leave immediately.
- 9.3 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.
- 9.4 Any Licensee, or any person being a guest of that licensee, found removing produce or other items from another licensees 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.

10 Security

- 10.1 Each licensee shall be issued by the County Council with a one key to access the allotment area.
- 10.2 The entry gates to the allotments are to be locked at all times by the licensee holders when entering and leaving the allotment site. The County Council will treat the non-compliance with this condition as a breach of the rules affecting the use of the allotment site as set out in paragraph 3.2.2. 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.
- 10.2 The costs for a replacement key from the County Council shall be €10,-

- 10.3 The transfer of keys to any unauthorised person(s) is strictly prohibited.
- 10.4 Keys must be returned to the Council upon termination of the letting agreement

11 Paths & Car Park

- 11.1 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.
- 11.2 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.

12 Sheds, Building and Structures

- 12.1 The licensees are allowed to erect new structures on the allotment garden. The sheds shall not be higher than 2.20metres and the total ground floor surface shall not exceed 9m².
- 12.2 No trade or business may be carried out from sheds, greenhouses or tool lockers.
- 12.3 Petrol, oil, fuel, lubricants or other flammable liquids must not be stored in the allotment, shed, greenhouse or tool locker.
- 12.4 The 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.
- 12.5 The Council shall not be obliged to replace or repair any private shed, greenhouse or tool locker which is destroyed or damaged.

13 Inspection

- 13.1 The Allotment (and any shed or greenhouse on it) may be inspected by an Officer or member of the County Council at any time and the Licensee must give whatever access is required by them.
- 13.2 The Council will carry out regular inspections on each of the allotment sites. The licencees of plots that are deemed to be underutilized, overgrown or in breach of any of the conditions of this Schedule of Conditions, 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. A maximum of two warning letters will be issued to the licencee. If no action is undertaken to rectify the problem within 4 weeks of the date of issue of the second warning letter, the lease agreement will be terminated and the allotment reallocated. The County Council will not re-fund the lease fee to a licencee once a second warning letter has been issued. Any licencee who receives two warning letters during any one seasons will not be given the option to renew their agreement for the following year.

14 Disputes

- 14.1 Disputes between Licensees are referred to the Council and the decision of the Council will be binding on all the Licensees involved in the dispute.

15.0 Change of Address

- 15.1 Licensees must immediately inform the Council in writing of changes of address.
- 15.2 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.
- 15.3 Notices served under paragraph 13.2 will be treated as properly served even if not in fact received.

16.0 Interpretation and Repeal

- 16.1 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 Council.
The County Council	Fingal County Council
Rent	the annual rent payable for the Tenancy of an Allotment and all amenities provided with it.
Licensee	a person who holds a Tenancy of an Allotment.
Letting agreement	the letting of an Allotment to a licensee.

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