

Schedule of Conditions of Letting – Allotments

The Letting is subject to the following conditions:

Use of the Land

The Lease holder shall use the allotment plot as an allotment garden only (that is to say wholly or mainly for the production of garden flowers, vegetables or fruit crops for consumption by the Lease holder and her/his family and for no other purposes.

The Lease holder shall not use the allotment garden for residential purposes.

Cultivation

The Lease holder shall keep the soil clean and free from noxious contaminants, livestock carcasses, and weeds and keep the allotment garden in a good state of cultivation and fertility and in good condition. The allotment must be kept in a condition suitable for horticultural pursuits.

The Lease holder shall keep the paths surrounding the allotment clean and free from weeds and take reasonable care in accordance with best horticultural practices to ensure that all crop plants are protected against pests and diseases.

The Lease holder shall observe and perform any additional conditions which the Council considers necessary from time to time to preserve the allotment garden from deterioration and of which notice in writing shall be given to the Lease holder.

Use of Herbicides and Pesticides

Only herbicides and pesticides approved for use by the Department of Agriculture are permitted. The Lease holder is encouraged to minimise the usage of herbicides and pesticides within the allotment garden. Specifically, the Lease holder is not permitted to use any herbicides that are classified as residual in their activity.

The Lease holder must comply with manufacturers recommendations in the use of any chemical herbicide or pesticide and take all necessary safety precautions to ensure that other Lease holders and their crops are not exposed to the effects of chemical used.

Nuisance

The Lease holder shall not cause nuisance to the Council or to the occupier of any other allotment garden or to occupiers of neighbouring properties or obstruct any path or access route on the land of which the allotment garden forms part.

Any Lease holder, or any person being a guest of that Lease holder, or in their family found removing produce or other items from another Lease holders plot without the consent of the plot Lease holder, or from a vacant plot without the consent of the Council, may have their tenancy terminated immediately and may also face prosecution. The Lease holder will be held responsible for such guests and family members behaviour and health & safety.

The Lease holder shall comply with Health& Safety laws and exercise a 'Duty of Care' towards themselves, other Lease holders and the general public.

Erection of sheds, greenhouses, polytunnels and other structures

The Lease holder shall not erect any building on the allotment garden.

On Site Storage Shed

A storage container is available to all allotment holders to store any tools and materials in.

Structural Alterations

The Lease holder shall not interfere with or remove any existing or future hedges, fences, walls or boundary marks on the allotment site.

The Lease holder shall not use any barbed wire for any purpose on the allotment site.

The Lease holder shall not without the previous consent in writing of the Council cut, prune or remove any timber or other trees nor take, sell or carry away any mineral, sand or clay or permit any other person to do so.

The Lease holder shall not erect any notice or advertisement, other than the plot number, on the allotment plot.

Driving & Parking

The Lease holder may only access the parking area provided adjacent to the allotments. Any loading or unloading to the allotment sites will have to be done by hand.

The Lease holders should exercise due care and attention when driving through the Park and comply with speed restrictions posted.

Access Times

The Lease holder is permitted to access the allotment site during official park opening hours only. The park is open at 9am each day throughout the year. The closing times vary with the season and are as follows:

November, December, January 5pm

February – March 6pm

April 8pm

May & September 9pm

June, July & August 10pm

Security of main access gate to Allotment Facility

The Lease holder shall retain a key for the main access gate to the allotment site. This key shall be provided by the Council on assuming letting.

The Lease holder shall retain a key for the main access gate to the allotment site. This key shall be provided by the Council on assuming letting.

The Lease holder shall be responsible for locking the gate immediately after entering and leaving the site and shall not enter or attempt to enter the site other than by means of the gates. The gates should not be left open at any time.

Keys must be returned to the Council upon termination of Agreement. A fee will be charged for any replacement key issued.

Waste Disposal

Bonfires are not permitted at any time on the allotment site. Communal composting facilities are not provided at the allotment sites, however the License is encouraged to place a composting bin on their own allotment for their private use. All other bio-degradable waste is to be removed from the site by the Lease holder.

The Lease holder shall not deposit or allow other persons to deposit any refuse material or litter on the allotment site except manure and compost in such quantities as may be reasonably required for use in cultivation.

Water

The Lease holder shall comply with any restrictions relating to the use of the on site water supply as may be deemed necessary by the Council from time to time and during periods of water shortage. The overnight use of sprinklers and hoses is not permitted at any time.

The Lease holder shall ensure that waterbutts and other water receptacles are securely covered when not in use.

The water supplied on site is metered and the cost of the use of this water will be divided between all the allotment holders at the end of the year. This cost will be in addition to the rental fee and deposit paid on the allotment.

Prohibition of subletting, trade or business

The Lease holder shall not sub-let, assign or part with the possession of the allotment garden or any part thereof.

Keeping of Livestock

The Lease holder shall not keep on the allotment garden animals of any description, hens, pigeons or bees or take any dog on the allotment garden unless it is held on a lead and kept fastened up whilst there.

Planting

The Lease holder shall not grow any plants, weeds or otherwise, as specified and prohibited by Irish and European Laws.

The Lease holder shall not plant trees of any description. The sub clause shall not prevent the Lease holder from planting domestic fruit bushes.

Inspections / Warning Letters

Please note that it is expected that allotments rented will be properly and fully utilised.

The Council will carry out monthly inspections on each of the allotment sites to ensure that appropriate use of allotments is adhered to. Any plots that are deemed to be underutilized or overgrown will result in the Leaseholder being informed accordingly in writing. It will be clearly outlined in the letter the exact extent of the under utilisation / overgrown condition of the allotment and same will need to be rectified prior to the following months' inspection.

Any plot holder who receives two such letters during the 11 month lease period, will have their lease agreement terminated and the allotment reallocated. Kildare County Council also reserve the right to use the Lease holder's deposit against any expense that is incurred to bring the allotment back to a condition suitable for horticultural pursuits.

For those leaseholders who wish to renew the annual tenancy of their allotment, we will duly prepare a lease renewal document for them to sign. The lease holder must then duly sign the lease renewal document and return same to this Office, along with the appropriate annual rental fee.

Any plot holder who has not made payment and / or returned the lease renewal document duly signed, will receive a letter informing them that their lease agreement has been terminated and the allotment will be re-allocated.

General Conditions

Any duly authorised representative of the Council shall be entitled at any time to enter upon and inspect the Allotment Garden.

The Lease holder shall inform the Council of any changes of the Lease holders address.

Kildare County Council Reserves the right to alter, change or add any further conditions as they see appropriate.

While the Kildare County Council will endeavour to ensure fairness and quality for all plot holders within the site the Councils decision in relation to any of the above clauses is absolute.