

# Glencullen Allotments Licence Agreement 2020

**ALLOTMENT LICENCE** dated this \_\_\_\_ day of \_\_\_\_\_ 2020

## 1. PARTICULARS

1.1 The Licensor: \_\_\_\_\_ of \_\_\_\_\_

1.2 The Licensee: \_\_\_\_\_ of \_\_\_\_\_

## 2. DEFINITIONS:

The terms defined in this Clause shall for the purposes of this licence generally have the meanings specified -

**"The Licensor's Premises"** means the lands at Bridge Road, Glencullen, County Dublin.

**"The Allotment Plot"** means the space on the licensor's lands allocated by the Licensor in writing and known as Plot No. \_\_\_\_ on the licensor's plan of the lands.

**"The Permitted Use"** means the growing of fruit, flowers and vegetables for personal consumption or use, but not for trade or market, subject to the terms and conditions hereof as amended from time to time.

**"The Licence Period"** means from 01/02/2020 - 31/12/2020.

**"The Licence Fee"** means the fee of € \_\_\_\_ for the Licence period payable in advance.

**"The Deposit"** means € \_\_\_\_ payable by the licensee, in addition to and paid in conjunction with the license fee.

**"The Terms and Conditions"** means the terms and conditions as stated herein, and such other terms and conditions as may be made, or amended by the Licensor from time to time, and notified to the Licensee in writing or by means of posting of a notice on the Allotment Plot.

References to the masculine gender includes all other genders and the singular includes the plural. Where two or more persons are the Licensee of an Allotment Plot, their obligations are joint and several.

**IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as follows:-

3. In consideration of the payment of the Licence fee by the Licensee to the Licensor, the Licensor hereby licenses and authorises the Licensee to use the plot for the Licence Period for the Permitted Use only.

### Restriction on Assignment

4. This Licence is personal to the Licensee and is not in any circumstances assignable.

5. The Licensee shall not be or become entitled to any estate or priority interest in or to exclusive possession or occupation of the Allotment Plot or any part of the Licensor's Allotment Area and the

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Licensee is pursuant to the Licence, invited only to share occupation of the Allotment Plot with the Licensor for the purpose of and strictly in accordance with the terms and conditions of the Licence.

6. The Allotment Plot and Allotment Area are, and shall at all times remain the sole property of the Licensor and the Licensee shall acquire no right, title or interest in either, save the right to cultivate the Allotment Plot for the Licence Period, in accordance with the terms and conditions of the Licence. This Licence does not and is not intended to create or grant to the Licensee any estate or interest in either the Allotment Plot or Allotment Area, or to create the relationship of Landlord and Tenant between the parties.

### **Keeping Animals**

7. The Licensee shall not keep on the plot animals of any description, nor shall the Licensee take any dog onto the Allotment Plot unless it is held on a leash and kept fastened at all times.

### **Buildings/Structures**

8. The Licensee shall not erect any buildings or structures, awnings or shed of any kind on the Allotment Plot without prior written consent from the licensor, and according to specifications and site location determined by the licensor.

### **Depositing of Refuse/Waste**

9. No fires or bonfires are permitted at any time in the Allotment Plot. Composting facilities may be provided for the use of all Licensees in designated areas of the Allotment Area and waste material should be composted where possible. All other non biodegradable waste shall be removed from the site by the Licensee. In addition the Licensee should clear the Allotment Plot of all waste matter residual from the crops sown there before the termination of the Licence Period.

10. The Licensee shall not deposit or allow other persons to deposit any refuse material or litter on the Allotment Plot except manure or compost in such quantities as may be reasonably required for use in cultivation.

### **Allotment Boundaries**

11. The Licensee shall not interfere with or remove any existing or future hedges, fences, walls or boundary marks on the Allotment Area. In addition, the Licensee shall not use any barbed wire for any purpose on the Allotment Plot.

12. No existing fence, hedge, tree or branch shall be removed without the prior written permission of the Licensor.

### **Cultivation**

13. The Licensee shall keep the soil clean and free from noxious contaminants and weeds and shall keep the Allotment Plot in a good state of cultivation to the extent of *at least fifty per cent of the total area*.

14. The Licensee shall keep the headland areas at the front, back and sides of the Allotment Plot free from weeds and shall maintain the allotment Plot in a clean and tidy condition at all times.

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15. Only herbicides and pesticides approved for use by the Irish Department of Agriculture shall be permitted on the Allotment Plot. The Licensee shall minimise the usage of herbicides and pesticides within the allotment plot. Specifically the Licensee is not permitted to use any herbicides which are classified as residual in their activity. The Licensee shall comply with manufacturer recommendations in the use of any chemical herbicide or pesticide and shall take all necessary safety precautions to ensure that other Licensees and their crops are not exposed to the effects of any chemicals used on the allotment plot.

16. No toxic substances or materials are permitted on the Allotment Plot.

### **Planting**

17. The Licensee may grow the normal range of soft fruit and vegetables on the Allotment Plot with the following restrictions:-

17.1. The growing of full size fruit trees is not allowed

17.2. The growing of plants that are invasive to the extent of affecting paths and other Allotment Plots

17.3. The growing of plants or trees that are illegal or genetically modified are prohibited and it is the Licensee's responsibility to comply with all the legal requirements pertaining to such matters.

### **Cutting and Pruning**

18. The Licensee shall not cut or prune any timber or trees on the Allotment Plot or Allotment area or take, sell or carry away any minerals such as gravel, sand, earth or clay.

### **Water and Ponds**

19. The Licensee shall only use the water taps provided within the Allotment Area. The Licensee shall only use these sources of water supply. No water drum shall be stored on the allotment plot unless it is adequately covered. In addition the Licensee shall comply with any restrictions relating to the use of on site water supply as may be deemed necessary by the Licensor from time to time and in particular during periods of water shortage. The use of sprinklers is not permitted at any time.

20. The Licensee shall not make any well or pond on the Plot.

### **Nuisance**

21. The Licensee shall not do anything on the Allotment Plot or Allotment Area which may be a nuisance or annoyance to the Licensor or the Licensee of any neighbouring Allotment Plot or the owners or occupiers of any neighbouring property. The Licensee shall not obstruct or leave paths or access routes to the Allotment Area or which the Allotment Plot forms a part.

22. Any Licensee or any person being a guest of that Licensee or being a member or their family found removing produce or other items from another Licensee's Allotment Plot without the consent of the other Licensee or from a vacant plot without the consent of the Licensor, may have their Licence Agreement terminated immediately.

### **Security and Access**

23. Access to the plots is during daylight hours only. Outside those hours access by the Licensee is not permitted.

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24. The Licensee shall not share the clubhouse key-safe code with any other person, nor make copies of said key.

25. The Licensor reserves the right to alter, change or terminate any facility or service affecting the use and enjoyment of the Allotment Area and the Allotment Plot including the installation and operation of CCTV within the Allotment Area for security and/or insurance purposes.

### **Vandalism, Damage & Loss**

26. The Licensor accepts no responsibility for security or supervision of the Allotment Plot or for the security of any tools equipment, plants or other personal property stolen or damaged thereon.

27. The Licensee shall make good any damage he/she has caused to gates, fences or other structures on the Allotment Area to the satisfaction of the Licensor of which notice in writing shall be given by the Licensor to the Licensee within 14 days of the giving of such notice or such other periods as the notice may specify, and on the Licensee's failure to comply with such notice the Licensor may carry out the work referred to therein and recover the cost thereof on demand from the Licensee.

28. The Licensee is responsible and shall indemnify the Licensor against all liability howsoever arising in respect of the Licensee's use and occupation of the Allotment Plot as well as the safety of any family member or guest or other third party brought or invited onto the lands by the Licensee.

29. The Licensor has Public Liability Insurance relating to the Allotment Area. This policy does not cover the consequences of any event which occurs on the Allotment Plot. It does not cover the consequences of any event which could have been avoided by the Licensee and/or his/her visitors.

30. The Licensor shall not be held responsible for any loss, damage or injury to the Licensee, permitted visitors, equipment, crops or to property during the Licence Period no matter how such loss damage or injury should occur.

### **Inspection**

31. The Allotment (and any shed or greenhouse on it) may be inspected by the Licensor at any time and the Licensee must facilitate full access.

32. The Licensor will carry out monthly inspections on each of the allotment sites. Any plots that are deemed to be underutilized, overgrown or in any breach of any of the conditions of this licence, will receive an email outlining the problem with their plot. This will need to be rectified prior to the following month's inspection. Failure to do so may result in the licence agreement being terminated.

### **Determination of Licence**

33. The Licence Agreement shall absolutely determine on the 31st December 2020 and the Licensee shall vacate the allotment plot on that date.

34. The Licensor shall have the right to determine the Licence Agreement at its absolute discretion upon the breach or non observance of any of the terms and conditions hereof.

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35. The Licensor shall be at liberty at any time to terminate this Licence on giving to the Licensee not less than one months' notice in writing where upon the Licensee shall cease to use the plot and this Licence shall be null and void and have no further force or effect.

36. The Licensor may without terminating the Licence, change the allocation of the Plot to another Plot on the Licensor's land by giving to the Licensee one months' notice in writing specifying the other Plot.

37. Notwithstanding the notice provision of clause 35, the Licensor shall be entitled to terminate summarily without notice if the Licensor considers that the Licensee is carrying out on any business or other activity in a manner prejudicial to the lands or used the plot in such a way that it detracts from the character of the lands and the Licensor's other Tenants or Licensees.

38. In the event of this Licence being terminated for any reason, no refund of any part of the Licence fee will be made.

39. In the event of this Licence being terminated, the Licensee shall remove all his/her goods and equipment from the Allotment Plot, making good any damage to the Allotment Plot, and shall remove all other goods and equipment from the Allotment Area, within 30 days of such termination notice.

40. If on the termination of this Licence, any goods or belongings of the Licensee remain on the Allotment Plot or Allotment Area, the Licensor may remove any such goods or belongings and dispose of same; if any waste charges are incurred by the Licensor in doing so, such charges shall be a debt due and owing by the Licensee to the Licensor.

41. The deposit is held for the period of the license and refunded upon term pursuant to the licensee fully vacating the Plot and at the satisfaction of the Licensor's final Plot inspection. Satisfactory condition is defined at the sole discretion of the Licensor, namely but not limited to, licensee removal of all items and materials introduced during the licence period and the return of the Plot to the condition presented on commencement of the licence.

### **Change of Address**

42. The Licensee shall inform the Licensor of any change of the Licensee's permanent residential address. Any notice to be served on the Licensor pursuant to this agreement shall be served on him at the address as per this agreement.

### **Service of Notices**

43. Any notice to be served on the Licensee may be served by ordinary post to the last known address of the Licensee or may be served on the Licensee personally or by affixing the notice to the Allotment Plot

WHEREOF the parties have hereto signed on the date of this Agreement.

SIGNED by the Licensor

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SIGNED by the Licensee

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