

Fingal County Council Allotment Agreement 2019

AGREEMENT made the _____ day of _____ 2019 BETWEEN THE COUNTY COUNCIL OF THE COUNTY OF FINGAL with offices at Fingal County Hall, Main Street, Swords in the County of Dublin (hereinafter called "the Council") of the one part and _____ Name _____ of _____ Address _____ hereinafter called "the Licensee") of the other part: WHEREAS the Council pursuant to Section 211 (5a) of the Planning & Development Act, 2000, lets and the Licensee takes a letting of plot number _____ at _____ allotment site in con-acre and not by way of tenancy or interest in the lands for the SEASON ENDING 31 December 2019 for the purpose of growing crops for private, domestic use, **PAYING €Fee** _____ on the following terms:-.

1. The Licensee shall clear the lands of all waste matter residual from the crops before the termination of the letting.
2. The Licensee accepts complete responsibility for any loss, damage or injury to himself/herself, his/her equipment, crops and property during the letting period and while he/she is in occupation of the lands. Furthermore, the County Council shall not be held responsible for any loss, damage or injury to the Licensee, his/her equipment, crops and to property during the letting period or while the Licensee is in occupation of the lands, no matter how such loss, damage or injury should occur.
3. Should the Council require possession of the allotments or any part thereof during the letting period for the purpose of development or any other cause, the Licensee agrees to give possession on receiving the customary notice of ten days in writing from the Council, notice of such possession being deemed to be received by the Licensee on the date following the date of postage.
4. Should the Licensee fail to use this allotment in a full and proper manner, as set out in the schedule of conditions of allotment letting, the Council may, at its discretion, terminate this Agreement and re-allocate the allotment.
5. The Licensee undertakes to keep the headland areas at the front, back and sides of this allotment free of weeds and maintain same in a clean and tidy condition.
6. The Licensee will become a member of the Allotment Association for your Allotment Scheme, on payment of the annual membership fee of €10. Membership will entitle the Licensee to one vote at AGM and on Management Committee matters.

I have read the terms and conditions of the allotment policy

Licensee: _____

Address: _____

Witness: _____

Address: _____