



Comhairle Cathrach na Gaillimhe Galway City Council

GALWAY CITY COUNCIL ALLOTMENT SCHEME

JUNE, 2022

An allotment is a plot of land made available for individual, non-commercial gardening or growing food plants. Galway City Council currently has two allotment sites in the City and proposes to develop further sites. This Scheme will apply to the allocation of any vacant or new plots.

General Principles

- Invitations from interested persons will be advertised/sought every two years.
- These applications will remain active for a period of two years or until such time as applications are re-advertised.
- Applications received will be kept on file during this period should any vacant or new plots arise. Following re-advertisement, any previous unsuccessful applications will be destroyed.

Qualifying criteria

- Applicants must be resident in the City.
- Applicants may only select one area of choice. Areas of choice are Eastside or Westside of the City (i.e. any areas East/West of the River Corrib).
- The size of each plot is 50m².

Allocation of Vacant Plots

- Following the closing date, applications will be sorted on area of choice East/West. If more applications are received than plots currently available, a draw will then take place.

- This draw will take place in the presence of an Elected Member of Galway City Council and a staff member of the Recreation & Amenity Department. The plot allocated will be decided first and then the successful applicant drawn to match this vacant plot. This draw will continue until all current vacant plots are filled.
- A further 20 applicants will be drawn for each area of choice as a waiting list should any future vacancies arise during this period – these applicants will be offered the next available plot in their area of choice as they arise.
- Further draws will take place in the same manner should these waiting lists be exhausted.
- The drawn list sheets will be signed and dated by the relevant Elected Member/staff member from the Recreation & Amenity Department present at the draw.
- Letters of offer will issue to the successful applicants setting out the relevant plot number including a site layout map.
- Applicants will be given two working weeks to accept the offer, otherwise, it will be deemed as being a refusal and the plot will be offered to the next applicant on the waiting list for that area of choice and plot size requirement.
- Should an applicant not reply to an offer or refuse the offer, their application will be removed from the list for any future offers and the plot will then be offered to the next applicant on the waiting list for that area of choice.
- Applicants who accept an offer of a plot, will be required to do the following:
 1. Pay a refundable deposit for the allotment key. This deposit will be refunded where a plot is repossessed/surrendered and no fees are outstanding by the plotholder at the time of surrender/repossession.
 2. Pay an annual fee for a full plot or where a person submits evidence that they are in receipt of a Department of Social Protection payment or pension, a reduced annual fee will apply (50% of the full annual plot fee). Evidence of a reduced income should be produced on payment of the relevant fee to the Customer Services Team. The tenant is responsible for the payment of rent whether formally demanded or not.
 3. Sign and return the Letting Agreement to the Recreation & Amenity Department along with evidence of payment of the key deposit & annual allotment fee. On receipt of same, the Recreation & Amenity Department will issue the allotment key to the new plotholder.
- Where successful joint tenants' circumstances change i.e. a joint tenant wishes to remove their name from the tenancy, this will be facilitated once all other conditions of the letting agreement are met. Should neither party agree to remove their names, then this plot will remain in joint names until the plot is due for renewal.

- Where a tenant wishes to add a joint tenant, this will be facilitated at the annual renewal of the tenancy agreement.

Conditions of the Scheme

Duration	• All Letting Agreements will be for a period of 12 months from the date of signing the agreement. • On the expiration of this 12 month period, a tenant who is complying with all the terms and conditions of the tenancy agreement will be given an option to extend their tenancy on signing a new letting agreement for a further 1 year or until the allotments are re-advertised whichever is the sooner. • On expiration of the initial two-year period, should any existing tenants re-apply, they will be given priority if they have previously complied with all the terms & conditions of the tenancy agreement.
Rent	• The rent payable will be subject to review every 2 years.
Keys	• The tenant will receive a key on payment of the relevant annual plot fee and refundable key deposit. This deposit is refundable on surrender/repossession of the plot once all other conditions of the tenancy agreement are complied e.g. rent paid up-to-date. • In the case where a registered group are the successful tenants, it may be possible to pay a further key deposit for additional keys on taking up the plot initially. • Should an applicant misplace/lose the allotment key, it will be necessary to pay a replacement fee in order to obtain another key. This fee is greater than the initial refundable fee.
Size of Plot	• In general, the full size of an allotment plot is 5m x 10m and also includes half of each of the surrounding paths.
Use	• The council does not provide a plot clearance service for new tenants. • The tenant must use the land as an allotment garden and for no other purpose whatsoever. • The plot must be fully or mainly cultivated for the production of fruit and vegetables. • The plot must be kept to a good standard of cultivation and in a clean and tidy condition, free from weeds and well-manured. • The landlord reserves the right to re-enter to inspect at any time to ensure that the tenant is cultivating in accordance with the terms of the tenancy.

Sprays and Fertilizers	• The tenant must take all reasonable care of trees, hedges and crops on neighbouring plots when using fertilizer and sprays. • If any damage occurs the tenant will be responsible for making good any damage incurred. • The tenant must choose chemicals which will cause least harm to neighbours, the general public, birds and wildlife.
Fencing and hedges	• The tenant is responsible for the provision and maintenance of all internal fencing or hedges and must replace if beyond repair. • The landlord is responsible for walls, hedges, fences and gates to the perimeter of the site.
Trees & Mature Vegetation	• The tenant must not plant any trees or fruit bushes requiring a maturity period of more than 12 months without the prior written consent of the landlord. • Trees growing on the communal parts of an allotment site are the property of the landlord and must not be damaged, pruned or cut down without the permission of the allotments administrator. Trees growing on plots are the responsibility of the respective tenants, and the landlord does not provide a pruning service for these trees.
Disposal	• The tenant must not dispose of any refuse or decaying matter in any hedge, ditch or dyke within the allotment site. Disposal of all such matter must be carried out in a responsible way. It may not be left anywhere on the allotment site. • The landlord does not provide allotment tenants with a rubbish collection service.
Communal Paths & Roads	• The tenant must not obstruct nor encroach on any pathway or road provided for use to all allotment holders on the site. The use of barbed wire on any fencing adjoining a communal path is strictly prohibited. • The tenant must ensure that all paths hedges and fencing within the site are maintained • The maintenance of allotment paths in a safe and good state is the responsibility of the tenants. Each tenant is responsible for the paths surrounding his/her plot and all tenants are jointly responsible for the maintenance of communal paths. The landlord does not provide a grass-cutting service for tenants and does not hire or loan strimmers.
Buildings	• The tenant must not erect any buildings, such as greenhouses or sheds, without the prior written consent of the landlord; such consent not to be unreasonably withheld.
Water Supply & Leaks	• There is a water supply on all sites, and the cost of water is included in the rent. If there is a water leak, please contact the landlord.

Bees, wasps and rodents	• Beekeeping is a useful activity on allotments, and is encouraged subject to some constraints. • From time to time wild bees and wasps build nests on allotments and rodents take up residence. The council does not provide a service to dispose of these for ploholders.
Animals	• The tenant is permitted to keep up to 10 hens or 10 rabbits on the allotment plot, which must not be used in connection with any trade or business. • The tenant is responsible for ensuring that any hens or rabbits do not cause a nuisance or health threat to neighbouring allotment holders. • Keeping hens or rabbits is ancillary to the main use of cultivation of the allotment plot. • Any dog brought onto the plot must be kept on a leash.
Nuisance	• The tenant is not to cause or allow any act or omission on the allotment which may cause a nuisance to the Council, its tenants or adjoining landowners. • All such nuisances to be abated immediately on notice from the Landlord.
Bonfires	• Bonfires are not permitted on the plots or surrounding areas.
Assignment	• The tenant is not permitted to assign, transfer, sublet or part with possession of the allotment plot, or any part of the plot, without the prior written consent of the Landlord.
Statute and By-Laws	• The tenant must comply with all statutes governing allotment use and any local By-laws.
Change of Address	• The tenant must inform the landlord immediately of any change of address
Dispute	• Any dispute between allotment holders will be referred to the Council whose decision is final.
Health & Safety	• It is important that allotment holders are aware of the Health Safety & Welfare implications of being an allotment holder and in respect of the potential hazards which can exist; 1. Personal Safety – keeping your allotment well cultivated and free from debris & clutter contributes to a safer environment for you and visitors to your plot. 2. Pesticides & fertilisers – you need to ensure you are aware of the potential hazards in using these products and use appropriate safety precautions as advised on the labelling;

	3. Lifting – always adopt correct manual handling procedures when lifting heavy objects such as bags of compost – ask a fellow allotment holder for assistance; 4. Tools – Use the tools for the purpose designed. Ask more experienced allotments holders for advice on correct posture and techniques, attend a horticultural course 5. Lone Working – Ensure to always tell others where you are going and keep a mobile phone with you. Try to work at the same times as others and avoid unsociable hours 6. Vehicles - vehicles are not permitted on the allotment site
Determination	The tenancy can be ended by the Landlord in any of the following ways: • By 1 month's written notice if the rent or part of the rent is in arrears for more than 40 days • By 1 month's written notice if the tenant is in breach of any of the conditions contained in the tenancy agreement • By 1 month's written notice if the tenant is no longer a resident of Galway City • By giving 3 months written notice if the land is required for any purpose under statutory provision including roads and sewers required for that purpose and does not have to provide an alternative site. • On the death of the tenant. The tenant can end the tenancy by sending 3 months written notice to the landlord. • The tenant will be responsible for compensating the landlord if there has been any deterioration in the condition of the plot as a direct result of the tenant's failure to cultivate.