

**Recreation & Amenity Section, City Hall, College Road, Galway.**

**PLAYING PITCH ACCOMMODATION FORM 2024/2025**

**NOTE:** This form must be completed in full. The word “None” must be entered in any case where applicable.

**1. Official Name of Club/School/College:**

\_\_\_\_\_

**Official Correspondence Address:** \_\_\_\_\_

\_\_\_\_\_

**Official Email:** \_\_\_\_\_

**Please note this email will be solely used by Galway City Council for the purposes of issuing correspondence/invoices relating to this pitch licence application**

**Code: (GAA, Soccer, Hockey, etc.)** \_\_\_\_\_

**Leagues in which club/school/college participates:** \_\_\_\_\_

\_\_\_\_\_

**2. Full details of any playing facilities available to the Club/school/college other than Galway City Council:**

\_\_\_\_\_

\_\_\_\_\_

**Number of Juvenile Teams catered for (U.18):** \_\_\_\_\_

**Number of Senior Teams catered for (0.18):** \_\_\_\_\_

**3. Pitch/es for which Licence is sought under this application – please refer to Schedule of Available Pitch Areas attached:**

\_\_\_\_\_

Fee of €750.00 is payable for each playing pitch with changing facilities and €525.00 for playing pitch without facilities. In the event that there is more than one licensee for the same pitch, Galway City Council will notify the names of the other licensees for that pitch

- 4. Under GDPR, by ticking “Opt In”, you are agreeable to Galway City Council retaining your details including insurances and correspondence for future reference.**

**Opt In**

Please note that for insurance purposes, records will be kept securely for a period of 18yrs from the date the pitch licence has issued

It is a requirement for each club to forward a copy of their constitutional documentation and a list of the current Trustees of the club.

I THE UNDERSIGNED OFFICIAL TRUSTEE OF \_\_\_\_\_ CLUB/SCHOOL/COLLEGE has read the general conditions of letting applicable to the letting of City Council pitches. Should our Club/School/College obtain pitch accommodation, we agree to be bound by the General Conditions of letting.

**Trustee/:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Principal**

**Tel No.:** \_\_\_\_\_

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**PART A – JUVENILE TEAMS (I.E. TEAMS UNDER 18 YEARS):** \_\_\_\_\_

I hereby certify that \_\_\_\_\_ teams belonging to \_\_\_\_\_ Club/School/College have been accepted into leagues organised by my Association /Board and that all the necessary Affiliation Fees have been paid by the Club/School/College.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Office: \_\_\_\_\_

Association/League: \_\_\_\_\_

Address: \_\_\_\_\_

**PART B – SENIOR TEAMS (I.E. TEAMS OVER 18 YEARS):** \_\_\_\_\_

I hereby certify that \_\_\_\_\_ teams belonging to \_\_\_\_\_ Club/School/College have been accepted into leagues organised by my Association/Board and that all the necessary Affiliation Fees have been paid by the Club/School/College

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Office: \_\_\_\_\_

Association/League: \_\_\_\_\_

Address: \_\_\_\_\_

**Signature of Club Trustee/School/College Principal making application:**

\_\_\_\_\_ **Date:** \_\_\_\_\_



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## PLAYING PITCH ACCOMMODATION

### GENERAL CONDITIONS OF LETTING

#### OPERATIVE PROVISIONS

##### **1. Definitions and Interpretation:**

In this Licence where the context so admits:

- (a) the following expressions shall have the following meanings:
  - (i) a “**Bare Licensee**” means a person given authority by the Licensor to use its premises without becoming entitled to exclusive possession, the licence created being deemed a personal privilege without conferring any interest in the land;
  - (ii) “**Licence Fee**” means €[ ] per annum;
  - (iii) “**Licence Period**” means the period of 12 months commencing on the date hereof unless terminated earlier in accordance with the provisions of this Licence or such extended period as the parties agree in writing from time to time;
  - (iv) “**Licensed Property**” means the playing pitch(es) as more particularly described in the First Schedule hereto; and
  - (v) “**Permitted Use**” means the use of the Licensed Property solely and exclusively for use as playing pitches for the purposes of playing field sports, and for no other purpose whatsoever.
- (b) Words referring to persons shall include clubs, schools, firms, companies, corporations and vice versa if and as applicable.
- (c) Any reference to an Act of the Oireachtas shall include any statutory amendment modification or re- enactment of it for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issue or given under it.
- (d) The headings appearing in this Licence are for reference only.

##### **2. Licence**

So long as this Licence shall remain in operation the Licensor **LICENSES** and authorises the Licensee (subject to the terms and conditions contained in this Licence) to enter upon and use solely for the purpose of the Permitted Use the Licensed Property as a Bare Licensee subject to the Licensor’s termination and relocation rights specified at clauses 7 and 8 respectively.

### **3. The Period of Licence**

This Licence shall continue in force during the Licence Period.

### **4. The Licence Fee**

The Licence Fee payable from time to time during the continuance of this Licence shall be paid yearly in advance.

### **5. The Licensee's Obligations**

The Licensee **AGREES AND UNDERTAKES:-**

- 5.1 To pay the Licence Fee on the days and in the manner specified in this Licence.
- 5.2 To keep the Licensed Property clean neat and tidy and free from any rubbish or fire or health hazard and to remove all waste and refuse from the Licensed Property;
- 5.3 Not to damage any part of the Licensed Property;
- 5.4 To notify the Licensor immediately in writing of any damage caused by the Licensee or any employee servant agent or invitee of the Licensee to the Licensed Property and of any damage to or deterioration in the Licensed Property howsoever arising;
- 5.5 To use the Licensed Property for the Permitted Use only and not to do or permit to be done in or about the Licensed Property anything which shall be a nuisance inconvenience or disturbance to the Licensor or the licensees or occupiers of nearby properties;
- 5.6 Not to knowingly keep or allow to be kept on the Licensed Property any inflammable explosive dangerous or harmful substance liquid or gas;
- 5.7 Not, without the express consent in writing of the Licensor (which consent shall be at the Licensor's sole discretion) to keep or place or permit to be kept or placed any goods or articles on the Licensed Property outside of the times when the Licensed Property is being actively used for the Permitted Use by the Licensee;
- 5.8 Not to obstruct any part of or accessway to the Licensed Property;
- 5.9 Not to do or permit to be done anything on the Licensed Property whereby any policy of insurance on the Licensed Property may become void or voidable or whereby the rate of the premium on it may be increased and immediately to repay on demand to the Licensor all expenses incurred by the Licensor in the renewal of any such policy rendered necessary by a breach of this obligation and at all times to comply with all the requirements of the insurers of the Licensed Property if notified by the Licensor;

5.10 To indemnify and keep indemnified the Licensor (both during and after the Licence Period) from and against:-

5.10.1 all claims, losses, damages, costs and expenses (to include legal costs and expenses) which the Licensor may suffer as a direct result of, any action or omission or conduct by the Licensee, its agents, employees, invitees, proprietors, partners or officers or in consequence of any death of, or any bodily injury, harm, pain or suffering happening to any person or property on or at the Licensed Property arising directly from the activities carried out from the Licensed Property by the Licensee, its agents, employees, proprietors, partners, officers or invitees save for the direct actions of the occupants;

5.10.2 any claim which might be made against the Licensor by any employee(s) of the Licensee whether under the European Communities (Safeguarding of Employees Rights on Transfer of Undertakings) Regulations 1980 or otherwise, upon the expiration or termination for whatever reason of this Licence;

5.11 To insure to the satisfaction of the Licensor the Licensee's own property and risks (including the obligations of the Licensee under this Licence) and to produce to the Licensor whenever required the last receipt for payment of the premium due currently and the policy or policies of such insurance with the interest of the Licensor noted thereon to include employers liability insurance in the amount of €13 million and public liability insurance in the amount of €6.5 million;

5.12 To observe and comply with and to cause its employees servants agents and invitees to observe and comply with all requirements and regulations made from time to time by the Licensor with regard to the use and management of

5.12.1 the Licensed Property

5.12.2 any common parts owned and/or managed by the Licensor in the vicinity of the Licensed Property

5.12.3 the Licensed Property roads and footpaths and amenity areas (if any)

including safety cleanliness, noise, branding and signage and other environmental matters and car parking access and loading requirements and regulations and in particular the current Branding and Signage Policy attached at **Appendix A** and the Permanent Signs on Public Lands attached at **Appendix B**;

- 5.13 To ensure good estate management with parking at and in the vicinity of the Licensed Property and not to permit any congestion or obstruction of any roadways or footpaths on the Licensed Property. The Licensor accepts no responsibility or liability for any loss or damage to or theft of or from any motor car or other vehicle pedal or motor bike or scooter parked on the Licensed Property save for the direct actions of the Licensor;
- 5.14 To use or cause the employees servants agents and invitees of the Licensee to use the common parts of the Licensed Property made available from time to time by the Licensor for use by the Licensee and other occupants of the Licensed Property in a careful and responsible manner;
- 5.15 Subject to Clause 10.9, to use the Licensed Property only during daylight hours or during such other times as may be notified to the Licensee by the Licensor (acting reasonably) from time to time;
- 5.16 Not to make any alteration or addition to the Licensed Property and not to erect any sign or advertisement in or upon the Licensed Property or elsewhere on the Licensed Property without the prior written approval of the Licensor;
- 5.17 To obtain the prior written approval of the Licensor before installing any plant, machinery or equipment in or on the Licensed Property;
- 5.18 To permit the Licensor and all persons authorised by the Licensor to enter the Licensed Property at any time and for any purpose;
- 5.19 Immediately upon termination of the Licensee's right to use the Licensed Property to remove all the Licensee's property from the Licensed Property and to leave it clean and tidy and to bear the cost (if any) incurred by the Licensor in making good any damage caused in the course of the removal of the Licensee's property.;
- 5.20 To nominate appoint and duly authorise, as the Licensee's agent, a manager who will be responsible for the management of the Licensed Property and the activity of the Licensee conducted there and to give full particulars in writing of such manager to the Licensor;
- 5.21 To ensure that any key provided to the Licensor or its agent in accordance with clause 6.2 of this Licence shall be present with a person duly authorised by the Licensor to so hold it whenever the Licensor is using the Licensed Property in accordance with the Permitted Use;
- 5.22 To immediately on termination of this Licence, howsoever arising, to return to the Licensor any key provided to the Licensor or its

agent in accordance with clause 6.2 of this Licence;

- 5.23 In the event that any there are any complaints from adjoining owners or property owners to the Licensee, the Licensee shall promptly notify the Licensor and the Licensee shall use all reasonable endeavours to remedy the matter;
- 5.24 To facilitate and attend meetings with the Licensor on the request of the Licensor (acting reasonably and at reasonable times) at the Licensed Property or the Licensor's offices or at such other location as agreed between the parties.
- 5.25 To secure any gate or entrance barrier subsequent to use of the Licensed Property to include, if applicable, ensuring that such gates or barriers are locked subsequent to use.
- 5.26 Not to cause or suffer to be caused any damage to any gates, fences, entrances or accessways to or from the Licensed Property immediately preceding, during or immediately after use of the Licensed Property by the Licensor or its agents or invitees.
- 5.27 To comply with all such rules and regulations relating to the use of the Licensed Property as the Licensor may (acting reasonably) require and notify the Licensee of in accordance with Clause 10.5 of this Licence.
- 5.28 To ensure that, during any period of use of the Licensed Property by the Licensee, that access to any dressing rooms on the Licensed Property is supervised and controlled and that the Licensee shall have a sufficient number of stewards available to so supervise and control as would reasonably be expected in the circumstances.
- 5.29 Not to use any material with the chemical compound creosote in it for the marking of any part of the Licensed Property.
- 5.30 To use strings of twine only if securing nets to goal posts. For the avoidance of doubt, the Licensee shall not use (or allow to be used) adhesive tape to secure nets to goal posts.

## **6. Licensor's Obligations**

- 6.1 The Licensor **AGREES AND UNDERTAKES** to provide the Licensed Property in accordance with the terms of this Licence.
- 6.2 Subject to the Licensee providing the details of the Licensee's agent to the Licensor in accordance with clause 5.20 of this Licence, the Licensor shall provide the Licensor's said agent with a key, if required, for the locking and unlocking of any gates or barriers restricting vehicular access to the Licensed Property (if applicable).

## **7. Termination**

- 7.1 This Licence may be terminated by the Licensor giving to the Licensee not less than two calendar months' notice in writing expiring on any day and by the Licensee giving to the Licensor not less than two calendar months' notice in writing expiring on any day.
- 7.2 This Licence shall terminate immediately if the:-
- 7.2.1 Licensee shall fail to pay the Licence Fee or any other sums payable under the Licence within fourteen days of the due date and if demanded or if the Licensee is in breach of any of the obligations agreements terms and conditions of the Licence; and/or
  - 7.2.2 Licensee (being a company) shall suffer the appointment of a Receiver or an Examiner or shall have an order made or effective resolution passed for its liquidation or if any of the property of the Licensee shall be taken in execution or process of law; and/or
  - 7.2.3 Licensed Property shall be unused for a period of six consecutive weeks or such time to be agreed between the Parties; and/or
  - 7.2.4 Licensed Property shall become incapable of use through fire destruction or any other such reason beyond the control of the Licensor; and/or
  - 7.2.5 conduct of the Licensee has resulted in damage to the Licensed Property or there are unresolved complaints of anti-social behaviour or noise complaints.
- 7.3 Termination under any of the provisions contained within this clause shall not affect the rights of action of either party in respect of any prior breach of any of the obligations agreements terms and conditions of the Licensee contained in this Licence and on termination the Licensee shall immediately vacate the Licensed Property and remove its stock plant machinery equipment and other property from the Licensed Property provided that without prejudice to any other remedy for non-payment of any sums due the Licensor shall be entitled to exercise a right to detain such stock plant machinery equipment and other property of the Licensee in the Licensed Property in respect of any monies due from the Licensee until such debt is paid.

## **8. Relocation Right**

It is expressly agreed between the parties that the Licensor has the right at any time, (upon giving the Licensee not less than one calendar month's prior written

notice), to move the Licensee to another area within the Licensor's administrative area either once or several times, whether smaller or larger, under the terms of payment provisions referred to in this Licence.

## **9. Nature of the Licence**

9.1 This Licence is personal to the Licensee and may not be transferred or otherwise disposed of and for the avoidance of doubt the Licensee may neither part with nor share possession or occupation of the Licensed Property or any part of it nor grant a licence of the whole or any part of the Licensed Property to any other person or body.

9.2 Nothing in this Licence shall establish any partnership or any joint venture between the Licensor and the Licensee or be construed or creating a legal transfer or grant of exclusive possession to the Licensee or create any greater interest in the Licensee than a licence on the terms set out above **AND** the Licensee agrees not to impede in any way the Licensor and its officers employees servants agents invitees and licensees in the exercise by them of the Licensor's right of possession and control of the whole of the Licensed Property including the Licensed Property itself.

## **10. General Provisions**

10.1 The Licensor shall not in any circumstances be responsible to the Licensee or its employees servants agents or invitees for any claims, losses, damages, costs and expenses (to include legal costs and expenses) which they may suffer as a result of, any action or omission or conduct by the Licensor, its agents, employees, invitees, proprietors, partners or officers or in consequence of any death of, or any bodily injury, harm, pain or suffering happening to any person or property and the Licensee shall indemnify the Licensor against any injury illness death damage destruction which may at any time be caused or done to the Licensee or its employees servants agents and invitees or to the Licensed Property or to the common parts of the Licensed Property or to any of the goods merchandise plant equipment machinery or property of the Licensee or its employees servants agents or invitees in or about the Licensed Property save for any direct negligence of the Licensor or its employees servants agents invitees and licensees.

10.2 Any dispute between the parties hereto on any issue arising in relation to the operation of this agreement shall be dealt with by reference to mediation/arbitration in accordance with the following provisions:-

10.2.1 In the event of the parties or any of them identifying a potentially serious dispute or issue to be resolved they shall in the first instance agree to make all necessary

attempts to resolve the dispute by meeting directly with each other in a bona fide search for solutions and failing this by way of mediation. If a suitable mediator cannot be agreed then any of the parties hereto may request the President of the Law Society or the Chairman of the Mediation Institute of Ireland to appoint a suitably qualified mediator with a view to assisting the parties to reach an amicable resolution of the dispute without recourse to arbitration.

10.2.2 In the event that there is still an outstanding dispute between the parties having first attended at mediation then the parties hereto agree that the matter shall thereafter be referred by them for arbitration which arbitration shall be conducted under the Arbitration Acts 2010. For the purpose of appointing an arbitrator the parties hereto agree that they shall request the President for the time being of the Law Society to appoint a sole arbitrator from the panel of arbitrators maintained by them. In the event that the President of the Law Society of Ireland is requested in these circumstances to appoint such an arbitrator the said President shall be obliged to have regard to the nature of the dispute or difference in question and shall appoint as arbitrator a professional from a discipline appropriate in all the circumstances of the dispute.

10.2.3 If the arbitrator duly appointed relinquishes his or her appointment or dies or it becomes apparent that for any reason he is unable or has become unfit or unsuitable (whether because of bias or otherwise) to complete his duties or he is removed from office by Court Order, a substitute may be nominated in his place and in relation to any such nomination the procedures hereinbefore set forth shall apply as though the substitution were a nomination de novo, which said procedures may be repeated as many times as may be necessary.

10.3 Any notice to be given or served under this Licence to the Licensee shall be sufficiently given and served if such notice is either affixed to a place at the Licensed Property or sent by ordinary post to the manager nominated by the Licensee under Clause 5.20 of this Licence.

10.4 Any notice to be given or served under this Licence to the Licensor shall be sufficiently given and served if such notice is sent by pre-paid registered post to the head office of the Licensor.

10.5 Notices of requirements and regulations made with regard to the use

or the management of the Licensed Property including common parts and any roads and footpaths leading to or from the Licensed Property and amenity areas (if any) shall be sufficiently given and served on the Licensee if posted or attached to a notice board within the Licensed Property or sent by ordinary post to the manager nominated by the Licensee under Clause 5.20 of this Licence.

- 10.6 Nothing in this Licence shall in any way render the Licensor responsible for the security, safekeeping, insurance, storage or preservation of any of the Licensee's equipment or other property left on the Licensed Property or otherwise and all such equipment and property shall during the currency of this License be at the Licensee's sole risk.
- 10.7 The Licensor may, at its sole discretion, suspend the entitlement of the Licensee to access and use the Licensed Property in circumstances where:-
- 10.7.1 the Licensor is of the view (acting reasonably but at its sole discretion) that any pitch and/or playing surface or part thereof on the Licensed Property is unplayable ; and/or
- 10.7.2 the Licensor has given the Licensee reasonable prior notice (and in any case not less than 14 days' notice) that maintenance and/or upgrade works are to be carried out on the Licensed Property; and/or
- 10.7.3 the Licensor has given the Licensee reasonable prior notice (and in any case not less than 14 days' notice) that the Licensed Property is required for a public outdoor event.
- 10.8 Notwithstanding the provisions of Clause 10.7.1, it is a matter for the Licensee to ensure that the entirety of any pitch and/or playing surface on the Licensed Property is safe prior to undertaking the Permitted Use and to ensure that the said area(s) is(are) free from hazards.
- 10.9 The Licensee hereby acknowledges that the Licensor may, at its sole discretion, grant a licence or licences (on similar terms to the licence herein) to persons or entities operating within its functional area for the use of the Licensed Property during the Licensed Period and in such circumstances the contact details of the Licensee shall be shared with such other users of the Licensed Property so that all licensed users of the Licensed Property may arrange, as between themselves and without direction from the Licensor, what periods each user shall use the Licensed Property. In circumstances where the users of the Licensed Property fail to agree as between themselves allocation of times to use the Licensed Property, then and in those circumstances, the Licensor reserves the right to

allocate users, including the Licensee herein, specific time slots to use the Licensed Property, outside of which times the applicable user, including if applicable the Licensee herein, shall not be entitled to use the Licensed Property. Such allocation shall be at the Licensors sole discretion.

- 10.10 In circumstances where this Licence has been terminated by reason of a breach of any term by the Licensee, then and in those circumstances, the Licensee hereby irrevocably authorises and consents to the Licensors contacting, at the Licensor's sole discretion, the Licensee's governing body and informing the said governing body of the Licensee's said breach and the subsequent termination of the Licence.

**Galway City Council**  
*Schedule of Available Pitch Areas for 2024-2025 season*

<b>#</b>	<b>Description</b>	<b>Location</b>	<b>Sport</b>	<b>Changing or Shower Facilities available</b>
1	Cappagh Park 2	Cappagh Road	GAA	√
2	Cappagh Park 3	Cappagh Road	GAA/Rugby-Jnr	√
3	Cappagh Park 4	Cappagh Road	Soccer	√
4	Millers Lane 1	Millers Lane	Soccer	√
5	Millers Lane 2	Millers Lane	Soccer	√
6	Westside 1	S. McKenna Road	GAA	√
7	Westside 2	S. McKenna Road	Training	√
8	Westside 3	S. McKenna Road	Soccer	√
9	Laurel Park 1	T. Hynes Road	Soccer	X
10	Laurel Park 2	T. Hynes Road	Rugby	X
11	Shantalla Park	S. Quirke Road	Soccer	X
12	McGrath's Field	Shangort Road	GAA/Rugby-Jnr	X
13	South Park 1	Claddagh	GAA	√
14	South Park 2	Claddagh	Soccer	√
15	South Park 3	Claddagh	Soccer	√
16	South Park 4	Claddagh	Rugby	√
17	South Park 5	Claddagh	Training	√
18	The Plots	Dyke Road	GAA	X
19	Bohermore 1	S. Mulvoy Road	Soccer	√
20	Crestwood 1	Menlo Road	GAA	√
21	Crestwood 2	Menlo Road	Soccer	√
22	Renmore Parks 1	Renmore Road	Soccer	X
23	Renmore Parks 2	Renmore Road	Soccer	X
24	Renmore Parks 3	Renmore Road	GAA	X
25	Renmore Parks 4	Renmore Road	GAA	X
26	West Park 1	Melody's Court	Soccer	X
27	West Park 2	Melody's Court	Training	X
28	Castle Park 1	Ballybane	Soccer	√
29	Castle Park 2	Ballybane	Soccer	√
30	Castle Park 3	Ballybane	Rugby	√
31	Fahy's Field 1	Mervue	Soccer	X
32	Fahy's Field 2	Mervue	Soccer	X
33	Fahy's Field 3	Mervue	Soccer	X

<b>#</b>	<b>Description</b>	<b>Location</b>	<b>Sport</b>	<b>Changing or Shower Facilities available</b>
34	O'Sullivan Park 1	Mervue	Soccer	X
35	O'Sullivan Park 2	Mervue	Soccer	X
36	Mervue Park 1	Walter Macken Road	GAA	X
37	Mervue Park 2	Walter Macken Road	GAA	X
38	Roscam 1	Boireann Bheag	Soccer	X
39	Roscam 2	Boireann Bheag	Training	X
40	Merlin Woods City (Doughiska) Park 1	Doughiska Road	Soccer	X
41	Merlin Woods City (Doughiska) Park 2	Doughiska Road	Soccer	X
42	Merlin Woods City (Doughiska) Park 3	Doughiska Road	GAA	X

## APPENDIX A



### **BRANDING AND SIGNAGE POLICY**

#### **Introduction**

The objective of this policy is “provide a framework for a coherent visual branding of the City, its attractions, festivals and international connections to advise residents and visitors”.

It is intended that this policy will be implemented by the following departments of the Council, all of whom have responsibilities for dealing with advertising signs on public places. The statutory basis for this policy is outlined in the following legislation:-

- Roads Department (under the Roads Act 1993 as amended)
- Planning Department (under the Planning & Development Acts)
- Environment Department (under the Litter Pollution Act 1997-2003)

This policy will be implemented in consultation with other relevant departments of the Council as appropriate.

There are three types of signage which could be made available for branding/event promotion currently in Galway City and it has been established that there is a need for a clear, consistent approach required for the usage of these signs.

Advertising structures, where required, shall be sized and placed in a manner, which is unobtrusive. Advertising structures and signage shall be minimised, of a high standard, co-ordinated in design and appropriately scaled and located (City Development Plan 2011-2017).

This policy will seek to control and optimise the use of:-

- ▶ Obsolete National Development Plan (NDP) signage
- ▶ Road Safety Authority (RSA) signage
- ▶ Information Plinths

## **NDP Signs** (not for use by third parties)

It is proposed to brand the City and City Council in a positive manner, highlighting significant civic features such as twinning, with other link/twin cities, e.g. Bradford, Lorient, Chicago, Aalborg and Seattle as well as permanent designations for e.g. "UNESCO City of Film".

## **RSA Signs (16 No.)**

RSA Signs will continue to be made available on an annual basis to cultural and sporting events of scale and quality, which attract significant numbers of visitors to the City.

Signage will be in place for a period one month including the event, and will be removed no later than seven (7) days after the end of the event.

For the remainder of the year, the RSA signs will be used to promote Road Safety and a Litter Free City.

- > Applications from the organisers of the festivals must be received one month prior to the signs being erected.
- > Layout will be clear and simple with one strong central image promoting the Festival only and will not contain reference to the sponsors of the event either explicitly or implicitly.
- > Logos permitted are Galway City Council and Festival logo.
- > A combination of words and numbers will be kept to a maximum of ten.
- > All graphic designs will be submitted with the application and will be subject to revision as required by the City Council.
- > In lieu of payment for use of the signs, boards will include Galway City Council approved logo. Galway City Council's logo will be made available in digital graphic format.
- > All costs associated with the erection and removal of the signage is borne by the event promoter.
- > All applications must be accompanied by details of the promoter including appropriate details such as insurance, method statements etc.
- > A cash deposit will be paid in advance of the erection of any sign. The deposit will be refunded after the signage is removed within seven (7) days at the end of the event.
- > All sixteen (16) RSA signs must be used unless Galway City Council require them for other purposes.

## **Information Plinths**

Information Plinths are tall rectangular signs which Galway City Council have permitted to be erected on certain public lighting poles. They are three sided, supported on a steel frame of sound construction and designed to limit damage to the public lighting poles. A photographic example of these plinths can be seen

in the appendix. They are dressed in a durable metallic/plastic compound. Under no circumstances will coriboard or similar weak materials be accepted for use on these plinths. The purpose of these plinths is to display information to pedestrians (not motorists).

Taking into account the existence of Archaeological Conservation areas in the City centre area, permission for the erection of Information Plinths at a maximum of ten (10) pre-approved locations may be allowed in the City centre and a maximum of three (3) in Salthill. Alternative locations will be considered upon application but will depend on factors including, but not limited to path width and visibility to pedestrian areas.

Plinths will be in place for a maximum of two (2) weeks at a cost of €31.50 per plinth in accordance with Section 254 of the Planning and Development Act 2000, as amended.

The promotion of festivals, culture, arts, sporting events, events organised by charities and services taking place in the City of general interest to the public is the primary use of advertising on plinths. The plinths can be attractive and colourful. See *Appendix* for examples.

Applicants should allow a minimum of four (4) weeks before the required booking date for approval, production and installation of plinths.

The City Council is the sole owner of the advertisement space. The City Council may make space available for promoting activities and attractions, subject to the following terms and conditions.

- > Galway City Council approved logo will be included. Galway City Council's logo will be made available in digital graphic format.
- > The direct and indirect promotion of private and commercial corporations, businesses and organisations and related products and services shall not be permitted on the plinth.
- > Political campaigns either within Ireland or internationally shall not be permitted.
- > Applications from the organisers of the above festivals must be received one month prior to the signs being erected.
- > Logos permitted are the Galway City Council and the festival or event logos (excluding commercial or title sponsors).
- > All graphic designs will be submitted with the application and will be subject to revision as required by the City Council.
- > All costs associated with the erection and removal of the signage is borne by the event promoter.
- > All applications must be accompanied by details of the promoter including appropriate details such as insurance, method statements etc.

Copyright of Information Plinth artwork/production is the responsibility of the client. Galway City Council takes no responsibility for any copyright issues.

## **Artwork Criteria**

All artwork for plinths must be approved in advance, by the Planning and Transportation Directorate, Galway City Council, and comply with the required dimensions.

Booking applications will be dealt with on a first-come first-served basis.

The granting of a licence at any location will not be deemed to constitute a precedent.

Unauthorised signage on the public road may be removed by Galway City Council under the Roads Act 1993 (Section 72). Unauthorised signage on private property may be pursued under Planning Enforcement.

**FEBRUARY 2016**

## APPENDIX B



# Comhairle Cathrach na Gaillimhe Galway City Council

## GALWAY CITY COUNCIL

### Policy regarding Permanent Signs on Public Land

These are signs that are placed on any part of a public road or street including grass verges, footpaths, hard shoulders, lay-bys, roundabout islands, public car-parks, median areas or islands, public right of ways or any location that is deemed by the Local Authority to be a public area.

#### **What is required to erect a permanent sign on public land?**

A licence is required from the Planning Department of Galway City Council prior to erecting any permanent sign on public land. ([Appendix 1: Licensing Principles and Conditions](#))

#### **How do I apply for a licence to erect a permanent sign on public land?**

Application forms under Section 254 of the Planning and Development Act 2000 (as amended) are available from the Planning Department of Galway City Council at College Road, Galway or on line at [www.galwaycity.ie](http://www.galwaycity.ie)

#### **How much does a licence cost for a permanent sign on public land?**

The Planning & Development (No. 2) Regulations 2002 confirm the fees as follows:

- A licence for a Finger Post sign, not exceeding one meter in length and which is a directional sign, currently costs €50. An annual licence fee of €50 also applies.
- A licence for any other sign currently costs €630 on application. This is an annual fee.

Where Galway City Council considers that there is sufficient public benefit in allowing a Finger Post sign which indicates a non-profit charitable, cultural, sporting or community facility, the fee may be waived, and a written agreement entered into with the representatives of the facility.

#### **What happens if I erect a permanent sign on public land without a licence?**

Unauthorised advertising signs/structures will be dealt with under the enforcement provisions of the Planning Acts and/or the Roads Acts.. The person, company or business responsible for erecting unauthorised signs on public

property shall be subject to enforcement proceedings, and shall be directed to remove the sign within 7 days. Failure to comply with this direction will result in the sign(s) being removed. Cost for removal of signs may be recovered by Galway City Council (see [Appendix 2: Recovery of Costs, Unpaid Fines and Schedule of Charges](#)).

**What happens if I already have a permanent sign on public land without a licence?**

You must apply for a licence to keep the sign in place. The Council will write to all parties who already have permanent signs in place but who do not have a licence, and will advise them that the sign(s) will be removed, unless a licence application has been submitted within one month of the date of the letter. If a licence application is submitted, and a licence is not granted, the sign must be removed.

## **APPENDIX 1**

### **LICENCING PRINCIPLES AND CONDITIONS**

The following licencing principles and conditions will be taken into account when considering applications for licences for erecting signs on a public place.

#### **Licencing Principles**

The following principles will be taken into account when considering applications for licences for erecting signs on a public place.

(a) Signs will only be considered where an advertising 'need' is identified. In this context the term "need" relates to the requirements of the travelling public, not the desire of the commercial operators to advertise as widely as possible. Each such need will be assessed on its merits.

(b) In rural areas signs will generally be only licensed where premises are located away from main traffic routes.

(c) Advertising Signs for Commercial premises/events shall not be permitted on National roads and shall be severely restricted on Regional and Local Roads. If premises are located along a National or Regional road they should not have a sign on the road. A sign on their property is adequate.

(d) In areas where consideration is given to the erection of fingerpost signs for local advertising they will only be permitted where they do not give rise to confusion for road users or endanger traffic safety. For each commercial operation any favourable consideration will generally only extend to a maximum of one sign located at the road junctions either side of the premises. Generally, no finger post signs for individual commercial businesses on junction with a National Road.

(e) The more effective location of tourist signs will be encouraged in such a way as to help the user identify tourist attractions of national or regional importance, yet does not lead to visual clutter, dis-amenity or traffic hazard.

(f) Provision of signs will not be permitted where the location of such structures compete with traffic information signs, sight lines or may distract attention at a junction so as to create a potential traffic hazard.

(g) If more than one industry or business is located in the same area, a general signpost indicating the direction of the industrial location may be considered. No trade name or other identification mark will be allowed.

## **APPENDIX 1 (Contd.)**

(h) So as to avoid clutter and intrusion, in general no more than five advertising finger post signs on any one pole will be permitted. A second signpost for the same premises will not be considered within 250 meters of such permitted sign. (In urban areas, the 250 metres may be reduced).

(i) In the case of Accommodation signs, one fingerpost sign at the junction nearest the premises may be permitted for hotels, guesthouses and other similar accommodation.

j) There shall be a general presumption against the approval of roads related advertising signs for individual industrial, commercial and other enterprises. Consideration may be given to erection of signs using generic symbols indicating the location (but not the name) of tourist attractions at suitable locations on National Roads. These signs would indicate directions of attractions such as Sports Centres, Parking, Public Toilets, Fuel and Accommodation, etc. Notwithstanding the above, this Council reserves the right to deal with each application on its merits or on an individual basis. Nothing in this policy should prevent anyone from applying for a licence or planning permission for such advertising signs.

### **Licencing Conditions**

In the event of the Local Authority granting approval for the erection of a sign, the following conditions will apply:

All signs shall be manufactured and created in accordance with the standards in Department of Environment, Traffic Signs Manual or similar current standards specified for the construction of traffic signs.

The owner of the business being advertised may erect signs and poles if valid insurances are submitted and accepted by the Council. The location and dimensions/details of the sign must be agreed in advance. The owner of the business is liable for all costs/expenses incurred. Signs for more than one premises may be erected on the same pole.

The owner of the business to which the signs relate shall be responsible for the cost of routine maintenance and replacement of signs should they become damaged or need renewal in the case of normal wear and tear.

The Council shall retain the right to remove a sign or alter its location at any time.

The owner of all existing signs will, where appropriate, be required to obtain a licence under the Planning and Development Act 2000 and subsequent regulations. Where authorised signs not conforming to the proposed criteria are already in place, road authorities may consider allowing the existing signs to

remain. All new and replacement signs shall comply with the requirements of this policy.

The granting of a licence at any location will not be deemed to constitute a precedent.

## **APPENDIX 2**

### **RECOVERY OF COSTS, UNPAID FINES AND SCHEDULE OF CHARGES**

#### **Recovery of Costs:**

The Roads Act 1993 provides for the recovery of the costs by the City Council from the sign owner for removing and storing unauthorised sign, cars etc. as detailed in Section 71(6) which states:

“a sign, caravan, vehicle or other structure or thing removed and stored under this section shall be given to a person claiming it if, but only if, he makes a declaration in writing that he is the owner of the sign, caravan, vehicle or other structure or thing or is authorised by its owner to claim it and, at the discretion of the road authority or the (Garda) Commissioner, pays the amount of the expenditure reasonably incurred in removing and storing it”

It is the policy of Galway City Council that the Local Authority will in all but exceptional cases, seek the recovery of its costs.

#### **Unpaid Fines:**

It is the Local Authority's policy that all unpaid fines issued will be prosecuted through the Courts.

#### **Schedule of Costs:**

This schedule has been developed on the basis that there will be a set charge for removing each type of sign plus a daily storage charge. It is proposed to use these set charges instead of logging and tracking the actual specific costs for each sign. This will simplify the administration and reduce the time, resources and cost of implementing this policy. It is proposed that these charges will increase by 5% each year starting on the first day of January unless otherwise decided by the Council.

In special circumstances where a particular sign does not fit any of the categories on the schedule of charges or where the actual costs incurred in removing and storing the sign are significantly more than the charge listed, the Council may charge the actual cost involved. In such a case, the Council will provide the necessary backup supporting the actual charge.

## APPENDIX 2 Cont'd./...

<b>Schedule of Charges for Removal and Storage of Unauthorised Signs</b>			
<b>Type of Sign</b>	<b>Description of Sign</b>	<b>Removal Charge</b>	<b>Daily Storage Charge/m<sup>2</sup> area of sign</b>
Type I	Sandwich Board set on Ground/ Footpath/ Pavement	€50.00	€5.00
Type II	Sign Panel Attached to Existing Post/Pole/Wall	€50.00	€5.00
Type III	Sign Panel Mounted on its Own Post(s)	€75.00	€7.00
Type IV	Sign Panel Mounted on Mobile Trailer	€250.00	€9.00
Type V	Signs printed on Parked Cars, Vans, Lorries, etc.	See Note 1 below	€9.00

### **NOTES:**

- 1) Removal charge to be based on actual costs which might involve a low loader and lifting equipment.
- 2) Daily Storage Charge will not commence until Ten working days after the date Notice to Owner has been issued informing them of whereabouts of sign. Storage Charges will be computed based on working days. Storage charges will commence immediately in the event of a second or further breach of legislation.
- 3) Area of Sign for calculating storage charges to be based on total area of one side of the sign.
- 4) Area to be rounded down to nearest square metre but minimum charge for one square meter shall be charged for signs that are smaller than one square metre.
- 5) In special circumstances where a particular sign does not fit any of the categories on the table or where the actual costs incurred in removing and storing the sign are significantly more than the charge listed, the Council may, at its discretion, charge the actual cost involved.

- 6) Total Charge to Sign Owner is Removal Charge plus charge for Daily Storage for relevant number of working days that the sign is stored.
- 7) These charges shall increase by 5% each year starting on the first day of January unless otherwise decided by the Council.
- 8) The item may be disposed of if the owner fails to claim it and remove it within six weeks of the date of service of notice on him/her.