



OFFALY COUNTY COUNCIL

STANDARD TERMS AND CONDITIONS APPLICABLE TO SHORT TERM LAND LETTING FOR 2024.

1. The lands and acreage shall be as described in the Short Term Lease of Land advertisement and Site location information map supplied by Offaly County Council.
2. The rent payable for the said letting agreement shall be the sum as agreed at the Tender stage. Payment of the entire sum to be made through the Offaly County Council Cash Office only at Aras an Chontae, Tullamore, before the lease commencement date.
3. The lessee may not enter or otherwise take possession of the lands until the letting agreement has been signed and the full payment discharged before the start of the Lease term.
4. The lands will be let for an (11) Eleven month period commencing on the **1st February 2024 and ending on the 31st December 2024,**
5. All lettings will expire on the **31st December, 2024** or subject to one (1) month's notice, or on an earlier date if the necessity should arise and formal notice in writing is given by either party.
6. The lands are to be used for the grazing of cattle and /or horses only.
7. The herd owner will be required to provide an equine registration number and /or herd number and a certificate from the Department of Agriculture under the Brucellosis and T.B. Eradication Scheme before any letting agreement is completed.
8. The lessee will be responsible for his own herding and fencing and will make no claim against the Council or their agents for accident, disease, trespass or loss.
9. The Lessee will be responsible for compliance with the Noxious Weeds Act 1936 and Section 40 of the Wildlife Act 1976 (restrictions on cutting hedgerows).
10. The Council or their agents will reserve the right to enter onto the lands in question for inspection purposes or for any of their other functions during the letting period.
11. The lessee may not sub-let or sub-divide the lands without the prior approval of the Council.
12. The lessee will indemnify the Council against all claims and demands of whatever nature arising from any loss, damage or injury to persons, equipment and property during the letting period.
13. The Council will not be responsible for the water supply and the lessee must make full provision for same throughout the letting period.
14. In the event of the land, or any part thereof, being required by the lesser (for disposal or otherwise) during the letting period the rent payable by the lessee will be adjusted on a pro-rata basis taking both the unexpired letting period and the reduction in the area available into consideration.
15. The lessee shall not over stock the lands or damage the lands unduly or cause any nuisance to neighbouring dwellings or lands during the term of the lease.
16. The lessee shall not cause any littering on the lands or on access roadways etc. All animal feed wrapping, feed debris etc. shall be removed and disposed of in a responsible manner.
17. Some lands may have additional Terms and Conditions regarding access times. Example - lands that are in close proximity to a Cemetery shall not move animals either to or from the lands during funeral times or during other formal cemetery activities.