

## ALLOTMENT POULTRY KEEPING AGREEMENT

### 1. Definitions

In this agreement:

- a) "The Council" means Witley & Milford Parish Council, Council Offices, Milford Village Hall, Portsmouth Road, Milford, Surrey, GU8 5DS and includes the Allotment Management Group;
- b) "Tenant" means any tenant of the Council on any Allotment Garden on any Allotment at Enton or Redgate Farm Allotments;
- c) "Allotment Land" means any land owned by, or managed for, the Council as allotments within the Witley & Milford Parish;
- d) "Poultry" means chicken hens kept by the Tenant for the purpose of laying and, pigeons kept for racing.
- e) "Pigeon lofts", means those that are already existing on plots 6A, 18A, 33 and 37 at Enton.

### 2. Tenancy

Any person keeping poultry on Allotment Land must be an Allotment Tenant and is bound by the Allotment Tenancy Agreement, and all relevant laws, in force for the time being, in addition to the Terms and Conditions contained in this agreement. The Tenant accepts that all costs and expenses incurred for the keeping of poultry on any Allotment Garden on any Allotment Land will be met by the Tenant.

### 3. General

- 3.1 The Council reserves the right not to allow or to withdraw its agreement for the keeping of poultry on any Allotment Garden where it is reasonable to do so.
- 3.2 The Council may permit up to six (6) laying hens (irrespective of breed or size) per Tenant and depending on Allotment Garden size, at its discretion and that the Allotment Garden is predominantly used for growing vegetables, fruit and flowers for the Tenant and their family and not for any business or trade.
- 3.3 Tenants must comply with the welfare codes enforced by the RSPCA and DEFRA by the Animal Welfare Act 2006 on keeping of poultry (or any legislation replacing or superseding it).
- 3.4 If a Tenant ceases to hold an Allotment Garden, arrangements must be made to remove poultry and any associated structures, at the Tenant's cost.
- 3.5 Council will only grant permission for one hen coop/pigeon loft per Tenant regardless of how many Allotment Gardens a Tenant rents. Joint tenancies will be considered as singular when considering an application.
- 3.6 Existing hens on plots previously declared by Tenants and recorded by Council, are permitted to remain at the Council's discretion, but must not be replaced where the Tenant is already over the maximum of six (6).
- 3.7 Cockerels or other birds including ducks or geese may not be kept on any Allotment Land excluding pigeons from existing lofts at Enton only.
- 3.8 Council will only permit, at its discretion, existing pigeon lofts on plots 6A, 18A, 33 and 37 at Enton to current tenants and must be removed when the tenant ceases to rent an allotment plot. No new pigeon lofts are permitted at Enton, and existing ones at Enton are not transferable and will automatically end with the tenancy. No pigeon lofts are permitted at Redgate Farm allotments.
- 3.9 Existing pigeon lofts must not be increased in size and no more than 60 pigeons are permitted for large lofts and 25 for small lofts. Existing pigeon flock sizes, previously declared by Tenants and recorded by Council, must not be increased.
- 3.10 All existing pigeon keepers must provide proof to Council of current membership of a recognized pigeon society or association.
- 3.11 Council will contact neighbouring tenants to enquire if they have any concerns or objections to requests for poultry when a new application is considered.
- 3.11 Council reserves the right to review this agreement as is reasonably required giving appropriate notice of changes in writing.
- 3.12 Tenants must ensure they have appropriate insurance including adequate public liability and risk cover.
- 3.13 The Tenant's emergency contact details must be registered with the Council.

### 4. Registration and Inspection

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- 4.1 Tenants must register their poultry with the Council, in writing, stating the number to be kept and confirming they will follow the Terms and Conditions of this agreement in full. They must complete and return the declaration within 14 days of receipt.
- 4.2 Tenants must register poultry with DEFRA (Government Department of Environment, Food, Rural Affairs) [Register as a keeper of less than 50 poultry or other captive birds - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/register-as-a-keeper-of-less-than-50-poultry-or-other-captive-birds) and provide evidence of this to Council within 1 month of this agreement.
- 4.3 Failure to register poultry or to comply with any Term or Condition in this agreement may result in the termination of the tenancy.
- 4.4 An authorized representative of the Council has the right to inspect poultry on Allotment Land at any time. This includes a right of entry to the plot and any structures thereon. If the Council or the RSPCA has cause to investigate complaints of maltreatment, then the reasonable costs of vets or other official inspections will be passed to the Allotment Tenant for payment.

### **5. Animal Husbandry**

- 5.1 Tenants must ensure all poultry have:
  - 5.1.1 the correct welfare,
  - 5.1.2 comfortable, safe, secure and clean shelter,
  - 5.1.3 readily accessible fresh water and a diet to maintain health and vigour,
  - 5.1.4 freedom of movement,
  - 5.1.5 the opportunity to exercise normal behavioural patterns,
  - 5.1.6 light during the hours of daylight and a means of inspecting the birds at any other time,
  - 5.1.7 prevention, diagnosis and treatment of any parasite, injury, infection or disease,
  - 5.1.8 emergency arrangements in the event of fire, flood or other, with emergency contact details displayed on site.Failure to keep poultry in safe and secure conditions with adequate food and or water will result in loss of tenancy and possible prosecution.
- 5.2 If Tenants choose to keep poultry on their Allotment Garden, they must check on them daily; provide competent care and management; and have the knowledge and skills to ensure the wellbeing of poultry. In addition, Tenants are expected to keep poultry under proper control to avoid disturbance to others.
- 5.3 To reduce vermin problems poultry should be fed by hand only sufficient that is cleared within 15 minutes, twice a day. Not by constant hopper. All uneaten feed should be removed at night. All feed sacks should be kept in a suitable vermin proof container. Drinking water for poultry should be removed or covered at night. Weed removal is especially important.
- 5.4 An inspection should be carried out daily to check the birds' welfare and to provide clean water, and structures used to house the birds must be made fox-proof where possible.
- 5.5 All dead poultry must be disposed of according to the Animal-bi-Products Regulations 2003 (or any legislation replacing or superseding it).
- 5.6 Tenants must comply with any Government restrictions i.e. Avian Influenza and report any notifiable diseases in accordance with Animal Health Act 1981 (or any legislation replacing or superseding it) and report it to Council.
- 5.7 The Tenant will be responsible for the removal of all arisings and waste material including bedding from the Allotment Garden.
- 5.8 Council may deem, if additional vermin control associated with keeping of poultry is required, that the cost be met in full by the Tenant responsible.

### **6. Improvement Notice**

Where deemed necessary by Council, in the interest of poultry welfare, to effect improvements to the accommodation or overall keeping of any poultry on any Allotment Garden then reasonable notice in writing will be given by the Council to the tenant accordingly (in the case of urgency immediate rectification may be required). Such notice will specify the nature of the improvements required and give a reasonable time scale for the improvements to be made by the Tenant. Failure to comply with such notice will be considered a breach of this agreement and may result in the termination of the Allotment Tenancy.

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**7. Termination**

- 7.1** Failure to comply with this agreement can lead to the tenancy of any Allotment Garden being terminated.
- 7.2** The Council, in partnership with the Allotment Management Group, reserves the right to intervene should any poultry welfare be in question. The Council may require poultry and all related equipment to be removed giving one calendar months' notice. Such notice will not be served unreasonably, and an explanation will be provided.