



SANDHURST PARISH COUNCIL

ALLOTMENT POULTRY KEEPING AGREEMENT

This document has been produced in order to provide some basic guidelines about the minimum standards expected of tenants who keep poultry on Sandhurst Parish Council's Allotment Gardens.

TERMS

Allotment Gardens

- Allotment sites owned by Sandhurst Parish Council.

Hens

- Hens kept for the purpose of laying. For any avoidance of doubt, this excludes cockerels, other fowl or birds.
- Cockerels, other fowl, birds or any other animal may not be kept in the Allotment Gardens.

Tenant

- A person who holds a tenancy of an allotment.

Parish Council

- Sandhurst Parish Council.

1. REVIEW OF AGREEMENT

- 1.1 The Parish Council reserves the right to review this agreement as is reasonably required. Before implementing any changes, the Parish Council will notify the tenant of such changes in writing.

2. TENANCY

- 2.2 Any person keeping hens on the Allotment Gardens must be a tenant and is bound by the allotment conditions of tenancy, 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 any hens on any plot in the Allotment Gardens will be met by the tenant.

3. GENERAL

- 3.1 The Parish Council reserves the right not to allow or to withdraw its agreement for the keeping of hens on any plot on any Allotment Garden, where it is reasonable to do so.
- 3.2 The most important consideration is the welfare of the hens themselves. In meeting the basic physiological and behavioural needs, the following must be provided by the tenant under the **Animal Welfare Act 2006**:



- a suitable environment for the hens.
- a suitable diet and clean, fresh water.
- to allow the hens to exhibit natural behaviour.
- to house social hens with others.
- to protect hens from pain, injury, suffering and disease.

3.3 The minimum size of plot on any Allotment Garden that Hens can be kept on is 125 sq metres.

4. REGISTRATION AND INSPECTION

- 4.1 Tenants are required to register their hens with the Parish Council in writing, stating the number of hens (up to a maximum of 10) to be kept and confirming their agreement to follow the terms and conditions in this agreement in full.
- 4.2 Failure to register hens or to comply with any term or condition in this agreement may result in the termination of a tenant's allotment tenancy.
- 4.3 If tenants choose to keep hens on their allotment plot they must check on them daily; provide competent care and management; and have the knowledge and skills to ensure the well-being of the hens. In addition, tenants are expected to keep hens under proper control to avoid disturbance to others.
- 4.4 An authorised representative of the Parish Council has the right to inspect hens in the Allotment Gardens at any time. This includes a right of entry to the plot and any structures thereon. If the Parish 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 tenant for payment.
- 4.5 All deaths of hens are to be recorded by the tenant and reported to the Parish Council immediately. All dead hens must be disposed of according to the **Animal-bi-Products Regulations 2003** (or any legislation replacing or superseding it for the time being). The only disposal route is (as **Category 2 – ABP Waste**) to an approved incineration or rendering plant, for which the tenant may incur a charge. When more than one hen dies at the same time (for the purposes of this part of this agreement, the term "at the same time" means within 60 hours of the death, or discovery of the death (whichever occurs last) of any other hen) would need to be taken to a vet for disposal after post-mortem examination to rule out disease.

5. DISEASE CONTROL

- 5.1 Any sick or injured hens must be removed from the Allotment Gardens by the Tenant immediately and treatment sought without delay. The Tenant must tell the Parish Council of the name and address of the Veterinary Surgeon who examined the hen or hens. The cause of disease or injury will be



identified and remedial action taken by the Tenant. Any national disease prevention and/or control programme in force for the time being, must be adhered to by the Tenant.

6. ANIMAL HUSBANDRY

- 6.1 The number of hens to be kept on any allotment plot per tenant shall be a maximum of 10.
- 6.2 The area given over to the hens on any allotment plot must be protected from predators such as foxes by suitable fencing around the hen house and run area. The only acceptable form of fox control on an allotment is a commercial repellent.
- 6.3 To minimise potential nuisance caused to local residents, the hen house and run on any plot should be sited a minimum of 3.1 metres (10') from adjacent boundaries abutting residential properties. Furthermore, the tenant shall meet the following standards:
 - Fresh water must be provided and changed daily. Young chicks must be provided with suitable drinkers which prevent them climbing in and drowning.
 - The cost of any vermin control associated with the keeping of hens will be met by the tenant responsible.
 - The tenant will be responsible for the removal from the Allotment Gardens of all arisings and waste material, including material used for bedding.
 - All hen feed is to be kept in a suitable rat proof container.

7. IMPROVEMENT NOTICE

- 7.1 Where it is deemed necessary by the Parish Council to effect improvements to the accommodation of overall keeping of a hen on any allotment plot, in the interest of welfare of any hen kept, then reasonable notice in writing will be given by the Parish 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 timescale for the improvements to be made by the tenant. Failure to comply with such a notice will be considered a breach of this agreement and may result in termination of an allotment tenancy.

8. TERMINATION

- 8.1 Failure to comply with the terms set out in this agreement can lead to the tenancy of any allotment plot being terminated.



TENANT

I have read and agree to comply with the Parish Council's poultry keeping terms and conditions.

SIGNED:

..... **PRINT**.....

PLOT NO AND SITE..... **DATE**.....

PARISH COUNCIL

The Parish Council hereby accepts the above signatory as a Tenant who has been granted permission to keep poultry upon the allotment plot as set out above.

SIGNED:

..... **COUNCIL REPRESENTATIVE/POSITION** **DATE**

ON BEHALF OF:
Sandhurst Parish Council
Old School Hall
Back Road
Sandhurst
Kent TN18 5JS
Tel: 01580 850295



ADDITIONAL INFORMATION:

NAME:

ADDRESS:

.....

.....

DAYTIME TELEPHONE NUMBER:.....

VETS BUSINESS NAME:.....

VETS ADDRESS:

.....

.....

VETS TELEPHONE NUMBER:

NAME OF EMERGENCY CONTACT PERSON:

.....

DAYTIME TELEPHONE NUMBER EMERGENCY CONTACT:

.....

PLEASE DRAW THE LOCATION OF THE HENHOUSE/RUN WITHIN THE BOUNDARIES OF THE PLOT AND IN LOCATION TO ANY OTHER PERMANENT STRUCTURES IN THE SPACE BELOW: