

# Studley Parish Council Agreement for the Tenancy of Allotment Plot

## Preamble

Studley Parish Council's allotments are governed by the provisions of the Allotments Acts 1908-1950. The tenant undertakes at all times during the tenancy to observe and comply fully with all enactments, local, parochial and other byelaws, orders or regulations affecting the plot.

An allotment is defined in Section 22 of the 1922 Acts as "wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family". As landlord Studley Parish Council sets out in this document the guidance that must be followed when keeping chickens on Council-owned allotments site.

**THIS AGREEMENT is made on: Date .....**

### **1. Between Studley Parish Council and**

**Tenant (name) .....**

**Home Address .....**

**Tel. No. .... Email .....**

**Is allocated Allotment Plot Number .....**

At the site known as

At a rent per annum of **£ \_\_\_\_\_ which will be reviewed annually**

Payable in advance or before the **15<sup>th</sup> day of APRIL**: each year to the Parish Council.  
**Payment to be made at the signing of this Agreement.**

### **2. The Tenant agrees to observe the following:**

- a) To pay the Parish Council the agreed rent plus any additional charges levied from time to time in respect of water supply to the allotment or other agreed levy.
- b) Not to use the land for any purpose other than that of allotment gardens. That is to say allotments for the production of vegetables or fruit crops for private consumption.
- c) To cultivate, keep and manage the land in a good and husband like manner. At the end of the tenancy to leave the land in good condition without debris, rubbish, or materials, detrimental to the site.
- d) No waste may be left upon the allotment and you may not bring household rubbish, or rubbish associated with trade or business on to the allotment.

- e) Not to erect any building on the said allotment except a tool shed or greenhouse. To be of a design size and construction approved by the Parish Council .
- f) The Parish Council reserve the right to instruct you to take down and remove any building or other structure erected in contravention of Clause (e). The Parish Council can also instruct you to take down permitted buildings or structures if they become detrimental to the appearance of the allotment by reason of external appearance, unsafe or unsatisfactory workmanship or dilapidated condition.
- g) Not to carry on or permit to be carried on upon the allotment any trade or business for profit or any related activities.
- h) Not to cause or permit any nuisance, annoyance or danger to the occupier of any other allotment plot. Not to obstruct or damage any path, fence, gate, stile, hedge, or rails on the site.
- i) Studley Parish Council has adopted an Equality Policy that promotes equality between all, regardless of age, gender, race or religion. Anyone found in contravention of that policy will be reported and may have their tenancy terminated.
- j) Not at anytime without consent of the Parish Council to fell, cut, lop or allow to be cut, lopped or topped, any timber or trees on the allotment site that are not part of their plot.
- k) Not to under-let, assign or part with possession of the allotment or any part thereof, without the permission of the Parish Council.
- l) At all reasonable times to allow any officer or servant of the Parish Council access to the allotment for the purpose of viewing its state and condition or for any other purpose or to remedy any defect arising from non-observance or non-performance of any stipulation of this agreement following written notice and to pay any costs incurred by the Parish Council.
- m) Upon seven days prior notice (except in cases of emergency) to permit the Parish Council or their workmen access for the purpose of marking, felling, cutting and removing any timber or trees growing on the Allotment.
- n) To allow free passage of drainage water in any existing sewers, pipes, culverts, ditches, gutters and drains on the allotment site. Only hose pipes be used to fill water butts but we would encourage the use of water butts to collect rain water

**O) To lock the gates when entering and leaving the allotment site at all times in order to prevent:**

- **Trespass by unauthorised persons on the land.**
- **The formation of any right of way, public or private, easements over the said land or any part thereof.**

- p) To ensure that bonfires are only lit on the allotment after due consideration of wind direction and local residents. That only dry combustible material is burned, to minimise smoke emissions and nuisance to residents.  
**At no times whatsoever are fires to be left unattended.**
- q) Not to use barbed wire for a fence adjoining any path set out by the Parish Council and Studley Allotment Association for the use of occupiers of the allotment plots below **six feet** above the ground level
- r) Not to deposit any garden refuse, turf or other material, or otherwise obstruct any of the main roadways or paths through the allotments.
- s) At the termination of the tenancy deliver the allotment in accordance with this Agreement to Studley Parish Council.
- t) To observe and perform any other special conditions which the Parish Council may consider necessary to preserve the allotment from deterioration which will be notified to you in writing
- u) Due consideration to be given to storage of manure or compost on the allotment.

**3. The tenancy will continue until determined by any of the following:-**

- By the Parish Council giving the Tenant 12 months notice in writing, or shorter notice as may be authorised by the Parish Council.
- By the re-entry by the Parish Council at any time after giving 3 calendar months notice in writing to the Tenant on account of the plot being required:-
  - a. by the Parish Council or their successors in title for any building or mining or industrial purposes or for any roads or sewers necessary or for the purposes of any of the statutory duties or powers of the Parish Council or their successors in title;
  - b. by the cancellation of any contract held by the Parish Council.
- By the re-entry by the Parish Council at anytime:-
  - a) if rent or any part thereof is in arrears for 21 days (whether formally demanded or not) or
  - b) if it appears to the Parish Council that there has been any breach of the condition of agreement or stipulations on the part of the Tenant.

**4. Keeping Chicken on allotments in Studley**

- No person who is not a valid plot holder is permitted to keep chickens on the allotments site. If a plot holder ceases to hold an allotment arrangements must be in place to remove the chickens and any associated structure.
- This agreement applies only to chickens, bantams, and hens for laying eggs. The keeping of other poultry (ducks, geese, turkeys, etc) is prohibited. Roosters or cockerels are not permitted.
- The Council may require chickens and all related equipment to be removed giving one calendar month's notice. Such notice will not be served unreasonably. An explanation will be provided.

**5. No Trading on site**

- Advertising or trading produce is not permitted on any allotment site.

**6. Structure**

- The Allotments Letting Agreement requires the tenant to seek written permission to erect any structure, as clause (f) of the agreement. The plot holder will be required to remove any structure unless prior permission has been sought and granted.
- The footprint of the structure to house poultry plus the chicken run should not exceed one third of the size of the allotment. No more than 8 chickens should be kept per rod of land used for keeping chickens due to concerns about vermin on the allotments site.
- The coop and chicken run must be well built, weatherproof and robust for the job. Any structure must be placed entirely within the plot, it must not be on the border of a path or overhang a pathway. No structure should be located in such a way that it will overshadow or cause disadvantage to neighbouring plots. Any door must open onto the plot not on to shared pathways.
- No chicken is permitted to roam free anywhere on the allotments site at any time.

**7. Animal Welfare**

- Biosecurity involves good hygiene to minimise the risk of animal disease. The plot holder is responsible to ensure disease is controlled.
- The plot holder should not allow wild birds to come into contact with chickens. The use of small mesh for all enclosures will help prevent contact with other birds.
- Food loose on the ground attracts vermin. The plot holder should use specific food dispensers and ensure all dispensers are cleaned regularly and any spillage cleared up as quickly as possible.

- The chickens should not be exposed to temperature stress. They must be able to find adequate protection from sun in the coop.
- The plot holder must keep the chickens' food and water free from contamination by wild birds and other animals.
- It is not permitted to use communal water tanks to wash allotments tools or any equipment involved in keeping chickens. Water must be taken to the chicken coop/run to clean equipment. Soiled water should be returned to your own plot.
- The plot holder should ensure own hands, clothes and footwear are clean both before and after contact with your birds.
- It is important to know the normal behaviour of poultry and the flock must be watched closely for early signs of distress or disease. A daily inspection must be carried out to check that all birds are behaving normally. The plot holder should contact a vet if you suspect your birds are sick.
- In the event of the death of a chicken the carcass should be removed from other birds as soon as possible, the cause of death determined, and its disposal must be off site.
- The plot holder must keep records on the health and welfare of all livestock. The Council may on occasion ask to see these records. The records should include the following;

- ◆ Date of introduction of new birds.
- ◆ Date, purpose and outcome of vet visit
- ◆ Details of treatments applied
- ◆ Mortality– date and cause

- The plot holder should ask the allotments site committee to display a notice within the site to advise other plot holders and visitors not to interfere with the chickens for their own welfare and for that of the birds.

## 7. Risk Assessment

- Any plot holder wishing to keep chickens must complete an assessment of risks and how to deal with them. This must include consideration of the following;

- ◆ Protection against vermin
- ◆ Foxes and cats
- ◆ Disposal of dead carcasses
- ◆ Arrangements in times of temporary absence by the prime chicken keeper
- ◆ When allotment water supply is turned off– access to drinking water, cleaning
- ◆ Access to drinking water in freezing weather
- ◆ Escaped chickens
- ◆ Disease, notifiable diseases
- ◆ Vandalism
- ◆ Disposal of chickens and property when the plot holder no longer holds a plot
- ◆ Other risks (please specify)

- The risk assessment forms part of the permit to keep chickens on the allotment.
- **See attached forms.** These forms must be completed by all plot holders who keep chickens on their plot.
- Agreement to keep chicken
- Display notice form for Chicken Coop

- ◆ Useful advice on keeping chickens can be found on the internet.
- ◆ For information about bird flu and biosecurity, phone 084593335577 or visit : [www.defra.gov.uk/food-farm/animals/welfare/on-farm/poultry-welfare/](http://www.defra.gov.uk/food-farm/animals/welfare/on-farm/poultry-welfare/)
- ◆ Plain English advice on poultry keeping– [www.gov.uk/poultry-welfare-guidanceon-the-farm](http://www.gov.uk/poultry-welfare-guidanceon-the-farm)
- ◆ RSPCA: [www.rspca.org.uk/allaboutanimals/pets/farmanimals/chickens](http://www.rspca.org.uk/allaboutanimals/pets/farmanimals/chickens)
- ◆ British Hen Welfare Trust: [www.bhwt.org.uk/](http://www.bhwt.org.uk/)

8. The tenancy is subject to the Allotments Act 1908 and 1950 and any statutory modifications to the Allotment Rules.
9. Any notice given by the Parish Council pursuant to Clause 3 of this Agreement may be served on the Tenant by post, email or left for him/her on the said plot.

Dated .....

Signed and agreed by the Tenant.....

Signed and agreed on behalf of Studley Parish Council .....

Name & Designation ..... Council Officer / Plot Secretary

It is the intention of the Parish Council in conjunction with Studley Allotment Association to promote allotment gardening for all including younger members of the community, however in light of recent damage experienced on plots it is requested that young members of the community are in the company of a responsible adult during their visits to the allotments.

Studley Parish Council works closely with Studley Allotment Association in the management of the allotment sites.

Please give contact details. This notice must be displayed clearly on the chicken coop.

<b>Name of poultry keeper</b>	
<b>Mobile Phone</b>	
<b>Email</b>	
<b>Home phone</b>	
<b>Backup in case of absence– name</b>	
<b>Mobile phone</b>	
<b>Email</b>	
<b>Home phone</b>	

**Studley Parish Council**  
**Agreement to keep chickens on an allotment**

Permission to construct a chicken coop and to keep chickens at the allotment starts when the plot holder receives a countersigned copy of this form

Maximum number of chickens kept at any one time

Name of plot holder

Plot holder signature

Plot number & allotment site

Date of signature

Name of Council Officer / **Plot Secretary**

Council officer or **Plot Secretary's** signature

Designation

Date of signature