



## Allotment Poultry Keeping Terms & Conditions/Agreement

### 1. Definitions

In this agreement (also referred to as the Allotment Poultry Terms and Conditions):

- “Allotment Tenant”: means any tenant on any plot or plots on any Allotment land within the London Borough of Hillingdon
- “Allotment Land” means any land owned by or managed for the council as allotments within the London Borough of Hillingdon
- This agreement covers all forms of poultry kept on allotments and includes Chickens, Turkeys, Geese, Ducks and Quails or Guinea Fowl which must be declared prior to permission being requested and/or granted.
- Cockerels and pigeons **may not** be kept on any allotment land

### 2. Review of agreement

The Allotment Service of Hillingdon Council reserves the right to review this agreement and to make changes as required at any time.

### 3. Tenancy

Any person keeping poultry on allotment land must be an allotment tenant and are bound by the allotment conditions of tenancy and all relevant laws in force at the present time, in addition to the terms and conditions contained in this agreement.

The allotment tenant accepts that all costs and expenses incurred for the keeping of any poultry on any plot on any allotment land will be met by them alone.

### 4. General

4.1 The Allotment Service of Hillingdon Council reserves the right **not to** allow the keeping of poultry on any plot on any allotment land.

4.2 The Allotment Service of Hillingdon Council reserves the **right to withdraw** its agreement for the keeping of poultry on any plot on any allotment land at any time if it is felt necessary to do so.

4.3 The most important consideration is the welfare of the birds themselves. In meeting basic physiological and behavioural needs the following must be provided by the tenant under the Animal Welfare Act 2006 (or any legislation replacing or superseding these regulations)

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

4.4 The minimum size of plot on any allotment land that birds may be kept on is 125 square metres.

## **5. Registration and inspection**

5.1 Allotment tenants are required to register their birds with the Allotment Service of Hillingdon Council by completing the detail at the end of this document, stating the number of birds to be kept and confirming their agreement to follow the terms and conditions in this agreement in full.

5.2 A requirement of registration will be that the birds are vaccinated, and a record kept of their medication history.

5.3 Failure to register birds or to comply with any of the terms or conditions in this agreement may result in the termination of an allotment tenancy agreement.

5.4 If allotment tenants keep birds on their plot, they must check on them daily, provide competent care and management, and have the knowledge and skills and ensure the wellbeing of the birds. In addition, tenants are expected to keep birds under proper control to avoid disturbance to others.

5.5 Tenants should also register their birds with APHA/Defra and keep their contact details up to date so APHA/Defra can contact them quickly if there is a disease outbreak in the area and they need to take action.

5.6 Keepers can also sign up to receive emails and text alerts for notifiable diseases by registering with the [APHA alerts service](#)

5.7 An authorised representative of the Allotments Service and/or Hillingdon Council has the right to inspect birds on allotment land at any time. This includes a right of entry to the plot and any structures thereon. If the Allotments Service and/or Hillingdon Council or the RSPCA has cause to investigate complaints of maltreatment, then the reasonable cost of vets or other official inspection will be passed to the allotment tenant.

5.8 All deaths of birds are to be recorded by the allotment tenant and reported to Allotment Service of Hillingdon Council immediately. All dead birds must be disposed of according to the Animal-bi-products Regulations 2003 (or any legislation replacing or superseding these regulations).

5.9 Any change to the number of birds being kept must be provided to the Allotments Service in writing via [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk).

## 6. Disease Control

Any sick or injured birds must be removed from the allotment land immediately by the allotment tenant and treatment (by an avian veterinary practice) sought without delay. The allotment tenant must advise the Allotment Service of Hillingdon Council of the name and address of the veterinary surgeon who examined the birds and the outcome of any examination/treatment.

The cause of any disease or injury will be identified and remedial action taken by the allotment tenant. Any national disease prevention and/or control programmes in force at the time must be adhered to by the allotment tenant

## 7. Animal Husbandry

7.1 The allotment tenant must calculate the available housing space in advance to ensure that there is the required and minimum internal floor area of 2 square feet per bird available prior to bringing birds to site.

7.2 No more than **6 birds** may be kept in total in any one contained area.

7.3 The area given over to birds on any allotment plot must be protected from predators such as foxes by suitable fencing around the building and run area.

7.4 In addition to effective containment, housing is also key in ensuring the welfare of the birds and should allow expression of natural behaviour.

7.5 To minimize potential nuisance to local residents the housing and run on any plot should not abut any residential property and the tenant shall meet the following standards

- The birdhouse should be fully enclosed.
- All floors should be kept clean. Fresh bedding materials shall be supplied and changed regularly to absorb moisture and odour
- Nest boxes, roosting areas and perches should not be so high above floor level that birds have difficulty using them.
- Bird house conditions should at all times be adequate to provide sufficient fresh air, but care should be taken to protect confined birds from draughts in cold conditions.

- An outdoor run (which means a fully enclosed caged run) that provides a minimum size of 0.37 square metres (4 square feet) is required and it should provide the birds with plenty of space to dig, dust themselves and flap their wings. The optimum size for the outdoor run is 1.9 metres (6 feet) x 2.8 metres (9 feet)
- A suitable balanced feed must be available to hens at all times: laying hens require a calcium supplement and chickens must have access to insoluble grit to aid digestion.
- Fresh water must be provided and changed daily, young birds must be provided with suitable drinkers which prevent them climbing in and drowning
- The cost of any vermin control associated with the keeping of birds will be met by the allotment tenant responsible
- The allotment tenant will be responsible for the removal of all arisings and waste material including material used for bedding from the allotment land
- All bird food is to be kept in a suitable rat proof container

## **8. Improvement Notices**

Where it is deemed necessary by the Allotment Service of Hillingdon Council, and in the interest of the welfare of any birds kept, to effect improvements to the accommodation or overall keeping of any bird on any allotment plot, then reasonable notice in writing will be given to the allotment tenant (as long as there is no case of urgency where immediate rectification is required).

Such notice will specify the nature of the improvements to be made by the allotment holder.

Failure to comply with such notice will be considered a breach of this agreement and may result in the termination of an allotment tenancy

## **9. Termination**

Failure to comply with the terms and conditions of this agreement can lead to the tenancy of any allotment plot being terminated

## Allotment Poultry Keeping Agreement

Please read this document carefully, complete below as required, sign, date and email to [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk).

**Note: If permission is granted to keep poultry on the identified plot/allotment site, this Agreement will be signed by the Council and re-issued to the tenant (and site secretary if fully devolved site) to be kept on record.**

**Allotment site:** ..... **Plot Number:** .....

**Size of Plot (in Sq.M.):** ..... **Size of housing: (in Sq.M.)** .....

**Number of Chickens:** .....

**Name:** .....

**Address:** .....

**Mobile Number:** ..... **Home Number:** .....

**Date of Birth:** .....

**Email:** .....

**Emergency Contact Name:** .....

**Emergency Contact Number:** .....

**DATA COLLECTION** - The London Borough of Hillingdon, in its capacity of Data Controller, holds certain information about you ("personal data") which it needs to process for the purpose of providing the service of administering an Allotment Poultry Keeping Agreement.

The London Borough of Hillingdon will hold and process personal data that includes your contact details, including name, address, postcode, telephone number (mobile) and (home), email address, date of birth, registration of disability and some, or all, of this information may be shared with other Council services, Data Processors acting on the Council's behalf (including site secretaries) and other partner organisations to prevent and detect fraud.

The London Borough of Hillingdon will only keep personal data for as long as it needs to, in order to fulfil the purpose for which it is collected and for so long afterwards as it considers it may be required to deal with any questions or complaints about the service, which is provided to you, unless it elects to retain your data for a longer period to comply with legal and regulatory obligations.

**DECLARATION:**

1. By signing this document, I am consenting to the collection and processing of my personal data for the purposes set out and, in accordance with the Data Collection statement above. I understand that I have the right to withdraw consent for data collection at any time by contacting [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)
2. By signing this document, I also agree that I have read and agree with this Allotment Poultry Keeping Agreement and the associated Terms and Conditions

**Signature (tenant)..... Printed Name (tenant) .....**

**Date: ..... /..... /.....**

**In the presence of:**

**Signature (Witness) ..... Printed Name (Witness) .....**

**Of Address (Witness)**

.....

**Date: ..... /..... /.....**

**The Council accepts the above-named Allotment Garden Tenant, as a Poultry Keeper upon agreement and adherence to the conditions set out in the Allotment Poultry Keeping Agreement, Terms and Conditions.**

**Plot Number: .....**

**Allotment Site: .....**

**Signature (Landlord) .....**

**Printed Name (Landlord).....**

**Date: ..... /..... /.....**

Note: For the purpose of reporting any matter as required by this agreement the tenant should contact the Allotment Service on [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)