

Portishead Town Council
Gertie Gale's Allotment Association
PLOT HOLDER TENANCY AGREEMENT

This agreement in connection with renting a plot or plots at
Gertie Gale's Allotment, Clevedon Road, Portishead, BS20 6RR (the "Site")

is effective from and is made between:
(date)

Portishead Town Council of 95 High Street Portishead, BS20 6PR (the "Council")
and

..... (the "Tenant" or "Plot holder")
(print name)
residing at

.....
(print full address)

This agreement refers to the following plot(s) at Gertie Gale's Allotments only:

Plot number(s) **half / full plot**

I, the Tenant, understand and agree to abide with the following agreements or rules, of which I have received an electronic copy and I have read:

1. Tenancy Agreement (Schedule One)
2. General Site Rules (Schedule Two)
3. General Data Protection Regulation (GDPR) (Schedule Three)
4. Rules and Guidance on keeping Hens and Rabbits (Schedule Four)

signed by and on behalf of:

Tenant **Signed** **Date**

Portishead
Town Council **Signed** **Date**

Print Name

Signed by the Lettings Officer, Gertie Gale's Allotment Association on behalf of the Council.

SCHEDULE ONE

Tenancy Agreement

It is agreed between the Council and the Tenant that:

1. The Council agrees to let, and the Tenant agrees to rent and cultivate the plot(s) detailed on the first page of this agreement as an allotment garden to produce vegetable, fruit and flower crops for use and consumption by him/herself and his/her family and for no other purpose.

The allotment gardens must not be used for the purpose of any trade or business.

2. Under the provision of section 29 Small Holdings and Allotments Act 1908, the Council has appointed the Gertie Gale's Allotment Association (the "Association") to manage the allotment garden on its behalf and the Association may do anything in relation to the management of the allotments which the Council are authorised to do, including setting plot rent, and enforcing the terms of this agreement and the general site rules. References to the Council other than in clauses 1., 5. and 19. shall also include the Association acting on behalf of the Council.
3. The Tenant must reside within Portishead Town Council electoral area and must notify Gertie Gale's Association Committee (the "Committee") in writing upon changing their address within thirty (30) days.

4. Due to the demand for allotments in Portishead, Tenants at the Site **are not allowed to hold another allotment plot in the Portishead Town Council electoral area.**

If the Tenant holds a plot elsewhere within Portishead Town Council electoral area, they must give a written undertaking that the other plot will be relinquished at the end of March following the signing of this agreement.

A member of a household will not be allocated a plot at the Site, if another member of that same household is a Plot holder at any other allotment site within the Portishead Town Council electoral area.

5. The Council shall let the plot(s) to the Tenant for a term of one year commencing on the 1st day of April and thereafter from year to year unless determined in accordance with the terms of this tenancy agreement.
6. A Tenant may only rent one (1) full plot or two (2) half plots. Where a Tenant is struggling to maintain a full plot, it may be agreed to split the plot into two and rent the other half to another Tenant or move to a half plot, if one is available, with the written consent of the Committee and the signing of a new Tenancy Agreement.
7. The Tenant shall pay the full yearly rent in advance by 1st April each year or upon entering the tenancy agreement if later. The level of rent (and other charges) shall be set by the Association and notified to the Tenant.
8. The Tenant must not assign the tenancy nor sublet a plot or any part thereof to any other person. However, in cases of ill-health or other circumstances where a Tenant is unable to tend a plot another person may be nominated by the Tenant to cultivate the plot during this time, with prior written consent from the Committee. That other person will have no right of tenancy to the plot should it become vacant.

9. The Tenant may terminate the tenancy by giving two (2) months written notice or by declining to pay the rent and other charges demanded as they fall due. No refund will be given for any unused rental period.
10. The tenancy may be terminated by the Council by giving the Tenant not less than twelve (12) months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:
 - a. the rent is in arrears for forty (40) days or more; or
 - b. three (3) months after the commencement of the tenancy the Tenant has not observed the terms of this agreement or the general site rules; or
 - c. the Tenant has moved residence to outside the Portishead Town Council electoral area, in which case the tenancy will terminate at the end of the allotment year (March 31st).
12. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the plot(s) detailed on the first page of this agreement, and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with the above clauses ten (10) and eleven (11) or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
14. On the termination of the tenancy, the Tenant must remove any poly tunnel, fruit cage(s), tool store, or other structure or hard standing on the plot(s) detailed on the first page of this agreement, together with any rubbish and personal items within fourteen (14) days of the termination of the tenancy, unless the Committee agrees otherwise which shall be confirmed in writing to the Tenant. Ponds are not to be removed by the departing Tenant.
15. The original of this agreement shall when signed be retained by the Committee who shall supply a copy on demand to the Council. A copy of this signed agreement will be emailed to the Tenant within ten (10) days of commencement of this agreement.
16. The Tenant must abide by the general site rules in **Schedule Two** and must observe additional rules that the Council or Association may make for the regulation and management of the allotment garden. Thirty (30) days advance notice of any rule changes or additional rules shall be given. Any changes to these rules will come into force from 1st April and at no other time throughout the year.
17. Tenants shall permit an inspection of plots at all reasonable times by the Council or Association representatives. Plot inspections typically take place five (5) times a year, in May, July, September, November and January.
 - a. If any Tenant has not adhered to the terms of the tenancy agreement or the general site rules, a first warning letter will be sent by email outlining the issue(s) and giving the Tenant four (4) weeks to rectify the issue(s) specified.
 - b. If no significant improvement has been made a second letter will be sent by email and post to the Tenant, giving them a further four (4) weeks to rectify the issue(s).

- c. After which if the issue(s) are not satisfactorily rectified a termination letter will be issued to the Tenant by email and post informing them that they are in default and their tenancy is being terminated immediately. The Tenant will remove all personal items within two (2) weeks of the letter being sent, unless otherwise agreed in writing with the Committee.
- d. The Committee will consider exceptional circumstance such as ill health and bereavement if cultivation targets are not met. Tenants are advised to notify the Committee as soon as these circumstances occur.
18. Any dispute arising from this agreement or dispute between two (2) or more Tenants shall be referred to the Committee in the first instance. If the grievance is not resolved to the satisfaction of the Plot holders the matter shall be referred to the Chairman of the Council or his representative whose decision shall be final and binding on all parties.
19. Any written notice required by the tenancy shall be sufficiently served if sent by registered post, delivered personally, or emailed to:
- The **Council:** Town Clerk, 95 High Street, Portishead, BS20 6PR
clerk@portishead.gov.uk
- or
- The **Association:** **gertiegaleallotments@outlook.com**
20. The Tenant agrees to the General Data Protection Regulation (GDPR) statement for the handling of their personal data as set out in **Schedule Three**.
21. The Association have various policies in place for the smooth running of the Site. Tenants are recommended to read these policies that can be viewed on the Association website **www.gertiegales.weebly.com**, that includes copies of:
- Allotment Constitution
 - Memorandum of Understanding
 - Tenancy Agreement
 - General Site Rules (as detailed in this Tenancy Agreement - Schedule Two)
 - GDPR Policy (as detailed in this Tenancy Agreement - Schedule Three)
 - Rules and Guidance on Livestock (as detailed in this Tenancy Agreement - Schedule Four)
 - General Allotment Policies Summary
 - Committee Member Role Descriptions
 - Methods of Payment

SCHEDULE TWO

General Site Rules

Plots & Security

1. The plot sizes at Gertie Gale's Allotment are either (except for a few plots):

HALF PLOT (approx.) 10m x 5m or (approx.) 50 square metres

FULL PLOT (approx.) 20m x 5m or (approx.) 100 square metres

The whole Site is not a perfect rectangle. If it was, then the plots would be in alignment and squared off and equal size. Some plots are narrower and longer than others to provide approximately the correct area per plot.

2. When a tenancy agreement ends the plot will be offered to the next person on the waiting list. In exceptional circumstances and on a case-by-case basis the Committee may allocate the plot to an individual who has worked the plot with the previous Tenant.
3. Where locks are provided, gates and doors must be kept always locked. The last person to leave the Site must ensure that the communal sheds and entrance gate are shut and locked.

Fertility, Cultivation, Weed Control & Vermin Control

4. Every Tenant must keep their plot clean, tidy and in a good state of fertility, cultivation and free of weeds.

For these purposes:

"Fertility" is defined as the soil being nourished by adding organic matter at least every couple of years (e.g. compost, manure and/or green manure).

"Cultivation" is defined as the plot being dug over ready for planting with seasonal crop(s) or planted and producing the seasonal crop(s), with at least 75% of the plot being kept in a cultivated state at any time. The cultivated area includes vegetables, fruit, flowers, water butts, compost bins, ponds, and the areas in fruit cages and poly tunnels used for growing. Uncultivated areas are paths within the plot, seating, and tool storage areas. Areas cleared of weeds or under a weed suppressant membrane but un-cropped or un-planted during any one whole year and excess space created by planting that is significantly further apart than seed spacing guidelines shall also be considered uncultivated. The above is to be assessed with reasonable latitude where plots are otherwise well maintained and exceptional circumstances such as ill health and bereavement shall be considered. Tenants are advised to notify the Committee of any mitigating circumstances that prevent cultivation.

"Free of weeds" is defined as entirely free of weeds prohibited under the Weeds Act 1959 (specifically prohibited weeds being spear thistle, creeping or field thistle, curled dock, broad-leaved dock and ragwort).

5. A new Tenant shall be expected to progressively clear half of their plot within six (6) months with the entire plot being cultivated within one year from the commencement of the tenancy.

6. Invasive plants such as horseradish and mint must be kept contained either in freestanding pots, or a container sunk in the soil that prevents roots from spreading. If planting comfrey, only the non-invasive variety (Bocking 14) can be planted with a maximum of two roots.
7. Overgrown plots that are causing a nuisance or that contain items in breach of these rules or the tenancy agreement, may be cleared or cut by the Council notwithstanding the plot is tenanted. Written notice will be given of such action and the removal or cutting costs will be charged to the Tenant. Failure to pay such costs will result in tenancy termination.
8. Weed killer is not to be sprayed or watered onto your plot under any circumstances.
9. No rat or mice poison to be used on your plot under any circumstances.

Paths, Grass, Hedges, Trees & Fencing

10. Paths and tracks must be kept trimmed and clear of obstructions. Paths to be always at least 1.0m wide (ideally 1.5m wide) around your plot.
11. All paths and tracks including perimeter grass areas must be kept clear of obstructions (including stones and overhanging bushes or trees from plots) and shall not be encroached upon.
12. Tenants are responsible for cutting the grass that is all around their plot and any perimeter grass area that borders their plot. In the communal sheds there are the mowers and petrol (unleaded) which are for shared use. If the communal petrol is used, please make a donation in the box by the shed door. The Association and the Council do not take any responsibility for any injury and/or damage caused to yourself, other Tenants or third parties, or plots when using the mowers or petrol.
13. Tenants are responsible for trimming and keeping in decent order all hedges forming part of their plot.
14. No timber, trees or hedgerow outside of a plot must be cut or pruned and no mineral, gravel, sand, earth or clay shall be taken away without the consent of the Council. Nothing must not be planted outside of a plot without the written agreement of the Committee.

Behaviour, Visitors & Dogs

15. Only the Tenant, or visitors authorised or accompanied by the Tenant are allowed on the site. Visitors are the responsibility of the Tenant, and the Tenant is obliged to ensure visitors do not breach the general site rules. Children must always be supervised by a responsible adult and not allowed to wander onto other plots.
16. Tenants are responsible for ensuring that any person present on the allotment garden does not suffer personal injury, alarm, or distress. Any use of violence, threats or damage to property will be grounds for immediate termination of the tenancy.
17. Tenants must not cause spray-drift (e.g. from pesticides), trespass, nuisance or annoyance to other Tenants or any other allotment plot, including the playing of a radio or music if it causes annoyance to any other Tenant.

18. Dogs must be kept under strict control and on a lead at all times, and not allowed to stray on other Tenants' plots.
19. Bonfires must be always kept under control and must not be allowed to cause a nuisance to other Tenants and neighbouring properties. Bonfires are reserved for burning weeds and timber. It is the Tenant's responsibility to remove from the site any treated wood or hazardous material no longer required on their plot.
20. There are communal sheds on the site that can be used by any of the Tenants to store their equipment in. Tenants should be considerate of other users as the space inside is limited.

Watering & Water Conservation

21. Tenants must not water plots by hosepipe or sprinkler and are reminded of the need to always conserve water and keep covers on water troughs when not in use.
22. Tenants must not wash hands, tools, wellies or produce in water troughs, this must be done in a bucket (filled from one of the taps) and emptied onto the Tenant's plot. To ensure the water troughs remain clean and not contaminated Tenants must wipe the bottom of their watering cans or buckets before they are put into the water in the trough.
23. If a Tenant notices a leak from any of the pipes, troughs or taps then they must contact the Committee immediately to stop water being wasted and causing a large water bill for the Association.
24. The water to the Site is turned off at the mains point at the end of October and turned back on at the end of March every year. During this period the taps will not work and all the water troughs will be empty of water and they will not work either. The Committee take this action to avoid potential damage to the above ground piping, valves and taps that could be caused by the winter weather. Also, by turning off the water we avoid water running to waste (which we would all be charged for) if there are any burst pipes caused by the winter weather.

Shared Wheelbarrows, Bark and Manure

25. All the wheelbarrows that are in the communal sheds or on the plots have been marked with either green or red tape on the handles. If a wheelbarrow has green tape on the handles then this can be used by anyone else on the Site. If a wheelbarrow has red tape on the handles then under no circumstances can these wheelbarrows be used by anyone else than the owner of the wheelbarrow on the Site.
26. No wheelbarrows that do not belong to you are allowed to be removed from the Site.
27. The Association do not provide any wheelbarrows that are owned by them for general use. The Association or the Council do not take responsibility for any wheelbarrows that are borrowed by other Tenants and then damaged.
28. Occasionally there will be a delivery of bark and / or manure from other organisations which is for communal use by the Tenants. This bark and manure is always placed at the top of the allotment by the car park / hedge for Tenants to freely take to use on their plot. Under no circumstances is this bark or manure allowed to be taken off site.

The Association and Council do not take responsibility for any injury or damage caused by this bark or manure to yourself, other Tenants or third parties, or crops.

At times there will be manure that the Committee has purchased on behalf of Plot holders who have contributed towards the cost of this manure. This purchased manure is only to be taken by those Plot holders that have contributed towards it. The Committee will advise if any of the manure is not to be freely taken by any other Plot holder

29. Deliveries of manure, compost or mulch arranged by a Tenant for their own use that are of a quantity that cannot be immediately taken to their plot shall be arranged in consultation with the Committee.

Polytunnels, Fruit Cages, Ponds, Paths, Tool Stores, Fences & Other Structures

30. Only one (1) poly tunnel is permitted on a plot, of size max. 2m(H) by max. 3m(L) by max. 2m(W) on a full plot, or of size max. 2m(H) by max. 1.4m(L) by max. 0.8m(W) on a half plot. All poly tunnels to be secured to the ground, well maintained and situated so as not to cast shade on a neighbouring plot.
31. No trees or bushes other than fruit trees are to be planted, and such trees or bushes not to exceed 1.8m in height in the growing season and to be cut back to a maximum of 1.5m in height at the end of the growing season each year. One Christmas fir tree may be grown in a pot (to constrain its roots) to a maximum of 1.8m in height. No tree or bush to overhang or cast shade over a neighbouring plot.
32. Fruit cages and frames are permitted on both full and half plots but must be easily dismantled and must not exceed 2.1m in height nor cover more than 25% of plot area, must be covered in 20mm to 50mm bird netting and not cast shade on a neighbouring plot.
33. One free standing tool storage cabinet/box or other hard roofed structure that may be easily dismantled and removed is permitted on each plot the size of which is max. 1.5m(H) by max. 1.8m(L) by max. 1.2m(W). To be made of plastic or wood and of brown, green, cream, clear or natural wood colour.
34. Only one poly tunnel or one hard roofed structure is permitted on a half plot. A full plot may have both one poly tunnel and one hard roofed structure but together they must not cover more than 25% of the full plot.
35. No foundations, hard standings, paths or other structures of concrete, stone, aggregates, or rammed earth are permitted, other than concrete or stone slabs which can be easily lifted.
36. No carpet or other synthetic materials to be placed on the ground, except for areas of artificial grass not exceeding an area of 4m² and weed barrier breathable membrane.
37. Weed barrier membrane will not be laid for longer than two (2) months in the period March to October (unless the membrane is under paths, poly tunnels, storage boxes or wooden structures).
38. No tyres or glass (including glass glazing) are allowed on plots.
39. One pond per plot (full or half plot) to a size of max. 1.2m(W) by max. 1.2m(L) and a max. depth of 0.5m, to be of plastic construction or lining and a metal mesh placed

over the top of the pond. Any soil moved to create a pond must remain on that plot and not removed from the Site or placed elsewhere on the Site.

40. Ponds are to be maintained to a suitable habitat for frogs/toads/newts etc. Ponds must not contain any fish.
41. Fences around plots not to exceed a height of 1.2m and to be of an open style, not continuously boarded or made of fence panels that may be blown over in the wind. The fences and gates forming part of the plot must always be kept in a good state of repair.
42. No sheds, greenhouses, or structures other than those expressly permitted above shall be erected on plots (other than the erection of temporary frameworks for the cultivation of produce).

Livestock (Hens, Rabbits & Bees)

43. Not to keep livestock or poultry other than reasonable numbers of hens or rabbits in accordance with the provisions of s12 Allotments Act 1950. No animal is to be kept or reared for commercial or business purposes and reasonable numbers shall be assessed by reference to the reasonable personal consumption requirements of the Plot holder. Reasonable consumption shall normally be considered as hens sufficient to produce no more than six (6) eggs a day and no more than six (6) rabbits at any time.

Such hens or rabbits are not to be kept in a place or manner that is prejudicial to their health and welfare or likely to cause a health, safety, or nuisance problem to others. If hens or rabbits are kept on a plot the Tenant must always comply with the UK Government animal welfare guidelines and strict welfare codes enforced by the **RSPCA** and **DEFRA** and covered by the **Animal Welfare Act** and the Tenant agrees to regular inspection by either the Association or the Council to ensure the welfare of the animals. No cockerels shall be kept.

Where hens or rabbits are kept on a plot the following conditions must always apply:

- a. The hens and rabbits must be constrained in a roofed wire enclosure that is buried at least 60cm into the ground to stop animals escaping or predators such as foxes being able to enter over or under the enclosure.
 - b. The enclosure must not exceed 25% of the total plot area and must be less than 1.5m in height.
 - c. All food must be stored in sealed thick plastic or metal containers to avoid encouraging rats or other vermin onto the site.
 - d. The animals must be attended to for feeding and checking of their conditions at least twice a day on all days of the year.
 - e. Rabbits must be inoculated for Myxomatosis and VHD2/RHD2
 - f. The Tenant will be held entirely responsible for all costs associated with the control of vermin which may be due to your keeping of the hens and/or rabbits.
 - g. **Schedule Four** details further conditions and advice about keeping hens or rabbits on a plot.
44. Beekeeping is not permitted anywhere on the Site.

SCHEDULE THREE

General Data Protection Regulation (GDPR) Statement

Gertie Gale's Allotment Committee uses, holds, and stores the Tenant's personal sensitive data to allow the Association to run and administer Gertie Gale's allotment gardens on Clevedon Road on behalf of Portishead Town Council. This data is normally restricted to the Chair, Secretary, Treasurer and Lettings Officer (and may include the Vice-Chair, and/or Data Protection Officer, and/or Site Manager, and/or Media Officer whenever necessary), and is used to communicate with all the Tenants.

The only personal sensitive data of the Tenant that is held are:

- Full name
- Residential address
- Contact telephone number(s)
- Email address(es).

The Committee do not hold any other personal data.

This personal data is collected from the **Contact Details Form** the Tenant completes as well as from emails the Committee will send to the Tenant annually to confirm that the data the Committee hold is accurate and up to date.

It is the responsibility of the Tenant to notify the Committee as soon as possible if any of these details change and need updating in the Association's records.

This data is stored in the original paper form and/or electronically.

The Committee will only hold and store this data whilst you are a Tenant of Gertie Gale's allotment garden. Once the Tenant leaves the allotment garden, the Tenant's data will be securely destroyed within twenty-eight (28) days. The Tenant's name and plot number(s) are retained until the end of the financial year (31st March) for the purposes of the allotment garden financial accounts and auditing purposes only.

The Committee uses this data:

- To provide you with information that the Committee issues with regard to the running and maintenance of the Site.
- To carry out our obligations with the Portishead Town Council arising from any tenancies entered into between the Tenant and the Association.

This data is only ever shared, viewed and held by the Committee above as well as the Council if requested. This data is never shared with anyone outside these people or organisations. The data is not shared with any other third parties.

By filling in the **Contact Details Form** the Tenant gives the Association permission to manage and hold the Tenant's personal data so the Committee can efficiently support and communicate with the Tenant regarding your tenancy with the Association in accordance with these regulations.

The Tenant has the right at anytime to request that the Committee delete any of the Tenants data the Association hold. If the Tenant wishes for their personal data to be removed from the Committee's records, please contact Gertie Gale's Association Secretary.

SCHEDULE FOUR

Rules and Guidance on Keeping Hens or Rabbits

It does not matter if you decide to keep them as pets or for a supply of fresh eggs, keeping chickens is a serious matter and should only be done if you have the time and resources to look after them properly. All hens or rabbits are not to be kept in a place or manner that is prejudicial to their health and welfare or likely to cause a health, safety, or nuisance problem to others. The hens or rabbits must be kept on a plot in such a manner that always complies with the UK Government animal welfare guidelines and strict welfare codes enforced by the **RSPCA** and **DEFRA** and covered by the **Animal Welfare Act**.

Despite their appearance and actions, hens are quite intelligent and naturally inquisitive, and like to look around, exploring their surroundings and scratching at the soil to see what they can unearth. They can get frustrated and bored if their surroundings are not well kept, which can lead to them fighting or becoming ill.

Hen Houses and Nesting Boxes

All hens must be able to stand, turn round and stretch their wings when inside. They also need enough space to perch or sit down without interference from other birds, when they are all together inside the hen hut or in their outside space.

The hen house must be warm, dry, well ventilated and above all, secure. Although enough fresh air should be provided by means of doors or other apertures, the birds should be protected from draughts, and it is recommended that the entry doors face due south wherever possible.

The floor inside the hut should be easy to keep clean, as the floor coverings (wood shavings or straw) will need to be topped-up or replaced when needed. This is especially important when it is wet, as the floor coverings are used for foraging and dust bathing.

Perches should be around 3 to 5 cm wide with rounded edges (like a brush handle), and at the right height to suit the size of the bird. Hens like to perch and sleep together at night, so there should be enough room inside the hen house for all the birds to roost at the same time. At least 15 cm should be allowed for each bird, with enough room between the perches so that they can get up and down without hurting themselves.

All birds need peace and quiet to lay their eggs, and they will look around and investigate several places before settling down to lay. The nest boxes themselves should be draught-free, quiet and enclosed with a good layer of clean dry nesting material of straw or wood shavings.

The huts require regular cleaning and disinfecting and all litter etc. needs to be disposed of in secure containers. Nest boxes, roosting areas and perches must be properly and securely located inside the huts.

Outside Areas

Hens must have continuous daytime access to open air runs, which should be moved regularly to avoid 'fowl sick' or muddy conditions that could lead to ill health or discomfort. This exercise area can be provided with wire fenced runs.

It is most important that all the birds have access to an outside exercise area during hot weather, or when it is warm and humid. There should be overhead cover, such as small

trees or a purpose-built shelter which will give the hens protection not only from the sun but also from bad weather and any possible predators.

The hens should be able to always access the shelter, except when the huts are being cleaned and disinfected. All exercise runs must be escape and predator proof.

Health

A healthy bird will be alert and interested in her surroundings, have clear bright eyes, a good posture and will move quickly if startled, while regular dust baths will help keep their skin, legs and feet clean and healthy. Hens must have access to a minimum of 8 hours daylight during any day which is adequate to inspect all birds on the site.

Parasites, lice and red mites can be frequent problems, and the hens should be checked regularly for infestations. The hut should be tall enough to let the keeper to stand and inspect the birds while inside.

As well as inspecting and treating the birds, the hen house and nest boxes should also be cleaned and disinfected regularly to remove parasites etc from crooks and crevices. Regular worming will also be needed, especially if the hens are not moved about onto fresh grass but are kept in the same runs for more than a month at a time.

The early signs of ill health may include changes in food and water intake, in preening, in 'chatter' and in activity. There may also be a drop in egg production and changes in egg quality such as shell defects.

Avian influenza (bird flu) is a notifiable animal disease. If you suspect any type of avian influenza in poultry or captive birds you must report it immediately by calling the Defra Rural Services Helpline on 03000 200 301. Failure to do so is an offence. (www.gov.uk/guidance/avian-influenza-bird-flu).

Feeding and Watering

Clean fresh water must be always available, and food and water containers should be kept clean and in good condition. Hen feed should be stored in vermin proof containers and must be properly balanced for the type hens kept. Enough food should be given to ensure the hens are properly fed but not too much, as uneaten food left on the ground will attract vermin. The hens should be visited at least twice a day, to ensure they have enough to eat and to make sure that drinking water does not freeze during winter months.

Fire Precautions

All inflammable materials such as straw, waste litter and empty bags must be stored well away from the hen huts and exercise areas and something for controlling small fires such as dry sand should be kept close by in case of emergencies.

Frequency of Inspection

All birds must be inspected at least twice daily. The Tenant must allow the Committee and/or an animal welfare representative to inspect the poultry at any time. Anyone who keeps hens on their allotment plot must make sure they can be contacted by the Committee in case of emergencies.

Disease Control

Rabbits need vaccinations to protect against myxomatosis, Rabbit (Viral) Haemorrhagic Disease (R(V)HD) and a new strain of R(V)HD - R(V)HD2 - all of which are often fatal and

cause intense suffering to rabbits. For further information see, www.rspca.org.uk/adviceandwelfare/pets/rabbits/health/vaccinations

Any sick or injured birds must be removed immediately, and the correct and appropriate treatment provided. The cause of any disease or injury must be identified and remedial action taken. Any national disease prevention and/or control programmes must be adhered to.

Cleansing and Disinfection

The hen hut, runs and exercise area should be regularly cleaned and disinfected. If possible, it is advisable to move the hut and runs every couple of months onto fresh grass. Only clean, fresh good quality bedding materials should be used.

Improvement Notice

If the Association or the Council becomes aware of any concerns about the welfare of any hens kept on an allotment plot, the Tenant will be contacted and requested to take the appropriate steps to improve the welfare of the birds in question.

The Tenant must allow the Committee and/or an animal welfare representative to inspect the hens at any time. Anyone who keeps hens on their plot must make sure they can be contacted at any time by the Committee in case of emergencies.

Where it is thought necessary and is in the interest of any bird kept, notice will be served accordingly to order improvements to the accommodation or overall management of a site. In certain circumstances immediate rectification may be required.

Failure to keep any hens in safe and secure conditions with adequate food and/or water will result in the loss of your tenancy and possible prosecution.

Summary

To summarise if you keep hens or rabbits you agree to provide the following:

- the correct welfare of the animals themselves
- comfort and shelter
- readily accessible fresh water and a diet to maintain full health and vigour
- freedom of movement
- the opportunity to exercise normal behavioural patterns
- light during the hours of daylight and a means of inspecting the birds at any other time
- the prevention, diagnosis and treatment of lice, injury, parasitic infection and disease
- emergency arrangements in the event of fire, flood or other emergencies