



Purpose

Insurers will not pay any claims arising from the keeping of poultry unless ploholders have complied with the conditions specified in this policy.

Definition

The terms 'hen' and 'poultry' mean the same thing. They mean chicken hens kept by the allotment tenant for the purpose of laying. For the avoidance of doubt, the definition does not include cockerels, other fowl, or birds. Cockerels may not be kept on allotment land. Other forms of fowl or birds, including ducks or geese, may not be kept on allotment land.

Tenancy

Any person keeping hens on allotment land must be an allotment 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 allotment tenant accepts that all costs and expenses incurred for the keeping of any hens on any plot on any allotment land will be met by the allotment tenant.

Requirements for Keeping Poultry on Your Allotment Plot

The Council reserves the right to not allow or withdraw its agreement for the keeping of hens on any plot on any allotment land where it reasonable to do so.

1. There are no less than 3 and no more than 20 hens on any one plot unless otherwise agreed by the Insurers and the minimum size of plot on any allotment land that hens can be kept on is 125 square metres. Regardless of how many allotment plots the tenant rents, only one flock of hens shall be kept by any one tenant.
2. The poultry are kept in proper coops that are secured shut with a padlock.
3. The keeping of the poultry is performed in accordance with all relevant regulations provided by the Department for Environment, Food and Rural Affairs.
4. 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

5. The area(s) where the poultry are kept is (are) clearly separate and marked with signs.
6. All foodstuff for the poultry is to be kept off-site or in vermin-proof containers.

Animal Husbandry

To minimise potential nuisance to local residents, any henhouse and run on any plot should be sited a minimum of 3.1m from adjacent boundaries abutting residential properties.

Furthermore the allotment tenant shall meet the following standards:

- The henhouse should be fully enclosed. A minimum internal floor space of 2 square feet per hen is required. Roofing material shall be onduline board or similar product. Roofing felt must not be used.
- All floors in the henhouse should be kept clean. Fresh bedding materials shall be supplied and changed regularly to absorb moisture and odour (either wood shavings or straw).
- Nest boxes, roosting areas and perches should not be so high above floor level that hens have difficulty using them. Perches shall be 5.1cm square with the corners rounded to enable hens to grip.
- Henhouse conditions should, at all times, be adequate to provide sufficient fresh air, but care should be taken to protect confined hens from draughts in cold conditions.
- All henhouses shall be kept above ground by 2 feet to allow a dry area underneath for dust bathing by hens.
- An outdoor run (which means a fully enclosed caged run that provides a minimum size of 4 square feet per hen to a maximum of 9 square feet per hen) is required and it should provide the hens with plenty of space to dig, dust themselves and flap their wings.
- An adequate number of feeders must be used for the number of hens to stop the hens from fighting and a suitable balanced feed must be available to the hens at all times. Laying hens require a calcium supplement and hens must have access to insoluble grit to aid digestion. If the hens have access to grass, this is to be kept short to prevent long strands inhibiting digestion.
- An adequate number of water drinkers must be used for the number of hens to stop the hens from fighting and 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 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.

Registration & Inspection

- Allotment tenants are required to register their hens with the Council, in writing, stating the number of hens to be kept and confirming their agreement to follow the terms and conditions in this agreement in full.
- Failure to register hens or to comply with any term or condition in this agreement may result in the termination of an allotment tenant's allotment tenancy. A requirement of registration will be that the hens should be vaccinated. Allotment tenants must maintain a list of all hens with full medication history of each hen.
- If allotment tenants choose to keep hens on their allotment plot, they must:
 - Check on them daily.
 - Provide competent care and management.
 - Have the knowledge and skills to ensure the wellbeing of the hens.
 - Keep hens under proper control to avoid disturbance to others.
- An authorised representative of the Council has the right to inspect hens 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.
- All deaths of hens are to be recorded by the allotment tenant and reported to the Council forthwith. All dead hens must be disposed of according to the Animal Byproducts Regulations 2003 (or any legislation replacing or superseding it for the time being). Where more than one hen dies at the same time (for the purposes of this part of the 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.

Disease Control

Any sick or injured hens must be removed from the allotment land forthwith by the allotment tenant and treatment sought without delay. The allotment tenant must tell the Council of the name and address of the vet who examined the hen(s). 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 for the time being must be adhered to by the allotment tenant.

Improvement Notice

Where it is deemed necessary by the Council, in the interest of the welfare of any hen kept, to effect improvements to the accommodation or overall keeping of a hen on any allotment plot then reasonable notice in writing will be given by the Council to the allotment 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 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.

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

Insurance Limitations

Please note the following limitations on the current insurance. The insurers will not pay for:

- Loss, damage or injury to poultry
- Any fines arising out of the keeping of poultry
- Any legal liability arising from (a) disease or infection and/or (b) the sale of eggs or poultry.
- Any claim whatsoever arising from any poultry or other animal

Date of policy: May 2024

Approving committee: Full Council

Date of meeting: 07/05/2024

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Policy effective from: 07/05/2024

Date for next review: As necessary



Allotments: Poultry

Appendix 1: Allotment Poultry Keeping Agreement

Name	
Address	
Daytime telephone number	
Allotment site & plot number hens are to be kept on	
Number of hens	
Vets business name, address and telephone number	
Emergency contact name and telephone number (in case of emergency/holiday)	
Draw location of henhouse and run in location to plot, and any permanent structures	

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

Name:

Signature:

Date:

Swillington Village Council

Allotments: Poultry

Appendix 2: Example of a hen coop

