

**London Borough of Bexley**  
**Allotment Poultry Keeping Agreement**

# London Borough of Bexley

## Allotment Poultry Keeping Agreement

### 1. Definitions

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

- 1.1. "The Council": means the London Borough of Bexley, Civic Office, 2 Watling Street, Bexleyheath Kent DA6 7AT;
- 1.2. "Allotment Tenant": means any tenant of the Council on any plot or plots on any Allotment Land within the London borough of Bexley;
- 1.3. "Allotment Land": means any land owned by, or managed for, the Council as allotments within the London borough of Bexley;
- 1.4. 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 any Allotment Land. Other forms of fowl or birds, including ducks or geese, may not be kept on any Allotment Land.

### 2. Review of Agreement

The Council reserves the right to review this agreement as is reasonably required. Before making any changes the Council will give you notice of such changes in writing.

### 3. 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.

### 4. General

4.1. The Council reserves the right not to allow or to withdraw its agreement for the keeping of Hens on any plot on any Allotment Land where it is reasonable to do so.

4.2. 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.

4.3. 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 the tenant.

4.4. For the purpose of reporting any matter to the Council as required by this agreement the Allotment Tenant should contact: **Allotment Help Desk on 020 3045 3693**

## **5. Registration and Inspection**

5.1. 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.

5.2. 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 Tenant's must maintain a list of all Hens with full medication history of each Hen.

5.3. If Allotment 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 wellbeing of the Hens. In addition Allotment Tenants are expected to keep Hens under proper control to avoid disturbance to others.

5.4. An authorized 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.

5.5. All deaths of Hens are to be record by the Allotment tenant & reported to the Council forthwith. 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). Where 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) any other Hen) would need to be taken to a vet for disposal after post-mortem examination to rule out disease.

## **6. 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 Veterinary Surgeon who examined the Hen or Hens forthwith. 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.

## **7. Animal Husbandry**

7.1. The number of Hens to be kept on any allotment plot per Allotment Tenant shall be between 3 (the minimum number) and 9 (the maximum number). Hens need companionship and should be kept in groups of three or more up to a Maximum of 9 the limit of 9 is set in accordance with the Council's requirements for housing and containment of the Hens.

7.2. The area given over to the hens on any allotment plot must be protected from predators such as foxes by suitable fencing around the Henhouse and run area. The only acceptable form of fox control on an allotment is a commercial repellent.

7.3. In addition to effective containment, housing is also key in ensuring the welfare of the Hens and should allow expression of natural behaviours.

7.4. To minimize potential nuisance to local residents the Henhouse and run on any plot should be sited a minimum of 3.1 meters (10') from adjacent boundaries abutting residential properties. Furthermore the Allotment Tenant shall meet the following standards:

7.4.1. The Henhouse should be fully enclosed. A minimum internal floor space of

0.1858 square meters (2 square feet) per Hen is required, to a maximum total floor area of 1.1148 square meters (12 square feet). Roofing material shall be Onduline board or similar product. Roofing felt must not be used to prevent infestations of red mite and lice.

7.4.2. 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).

7.4.3. Nest boxes, roosting areas and perches should not be so high above floor level that hens have difficulty in using them. Perches shall be 5.1cm square (2") square with the corners rounded to enable Hens to grip.

7.4.4. 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.

7.4.5. All Henhouses shall be kept above ground by 610 cm (2') to allow a dry area underneath for dust bathing by Hens.

7.4.6. An outdoor run (which means a fully enclosed caged run that provides a minimum size of 0.371612 square meters (4 square feet) per hen to a maximum of 0.836127 square meters (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. The optimum size for the outdoor run is 2.8 metres (9') x 2.8 metres (9').

7.4.7. An adequate number of feeders must be used for the number of Hens to stop the hens from fighting & 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 to be kept short to prevent long strands inhibiting digestion.

7.4.8. An adequate number of water drinkers must be used for the number of hens to stop the hens from fighting & fresh water must be provided and changed daily. Young chicks must be provided with suitable drinkers which prevent them climbing in and drowning.

7.4.9. The cost of any vermin control associated with the keeping of Hens will be met by the Allotment Tenant responsible.

7.4.10. The Allotment Tenant will be responsible for the removal of all arisings and waste material including material used for bedding from the Allotment Land.

7.4.11. All hen feed is to be kept in a suitable rat proof container.

## **8. 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.

## **9. Termination**

**Failure to comply with the Terms & Conditions of this agreement can lead to the tenancy of any allotment plot being terminated.**

**London Borough of Bexley**  
**Allotment Poultry Keeping Agreement**

Please sign and return to:

The Allotment Help Desk  
Civic Offices  
2 Watling Street  
Bexleyheath  
DA6 7AT

Allotment Site

Plot number

Print Name

**“I have read, and agree to comply with the Council’s poultry keeping conditions”**

Signature

Date

**The 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.**

Council Signature

Date



**London Borough of Bexley**  
**Allotment Poultry Keeping Agreement**

**Additional Information**

Name

Address

Daytime Telephone Number

Allotment Site

Plot Number  
(Hens are to be kept on)

Number of Hens

Vets Business Name

Vets Address

Vets Telephone Number

Name of Emergency Contact Person

Daytime Telephone number Emergency Contact  
(in case of emergency or while you are on holiday)

Draw location of Henhouse/run in location to plot and any permanent structures  
**(Please draw plan on front cover)**

## Example of a Hen Coop

