**Frampton Cotterell Parish Council Allotment Policy**

Frampton Cotterell Parish are lucky enough to have 95 allotments in two nice locations in the village. Which are;- Jubilee Allotments

 Mill Lane Allotments

**Eligibility and Waiting List**

Tenants must be 18 years of age or older. Priority of plot allocation will be given to residence of the parish.

Anyone enquiring about an allotment must fill out the application form and return it via email to office@framptoncotterell-pc.gov.uk or to the Parish Council office, at the Brockeridge Centre, Woodend Road, Frampton Cotterell BS36 2LQ. The applicant will then be added to the waiting list. Priority Is given to Parishioners of the Parish, but neighbouring parishioners may apply.

**Plot allocation**

Any vacant plot will be allocated to the person at the top of the waiting list. The Council will contact the applicant and will give them two weeks to respond to the offer. The Council will remove their name from the waiting list should they fail to respond.

If an applicant doesn’t wish to take the plot offered, they can request to stay on the list for another plot, the plot will then be offered to the next person on the waiting list.

If the allotment offered is overgrown an allowance will be allowed subject to the discretion of the Clerk/CEO & RFO.

**Tenancy Agreement and Conditions**

On allocation of a plot the tenant will be issued with a tenancy agreement outlining the rules to renting a plot. This form should be read, signed, and returned to the office. This form must be completed each year and without it the tenant has no right to the plot.

Every tenant is required to join the Allotment Holders Association (AHA). The association have tools which after training the member is allowed to use.

Each plot is subject to a £100 refundable deposit, which on relinquishment of the plot will be returned provided the Council do not have to pay to have anything removed that should not be on an allotment e.g. tyres, carpets etc, No refund is due if the plot holder has been evicted or if the plot is overgrown. Jubilee allotment tenants are issued with a key to the AHA shed, if on relinquishment of the plot this is not returned £10 will be retained from the deposit to replace this.

Each tenant is given a one-year probation period, should they not adhere to the tenancy agreement during this time they can be evicted without notice.

Any tenant who has previously had their allotment tenancy terminated will be restricted from applying for a future allotment plot for 2 years, after that time Full Council will consider whether the request will be approved, however it is not guaranteed that the approval will be agreed.

**Nuisance**

The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property. Any allotment garden tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate notice to quit (evicted). The same will apply if in the reasonable opinion of the Council the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property or Council Staff or Councillors.

**Live Stock**

The tenant must not, without the written consent of the Council’s Allotments Officer, keep any animals, except for chickens to the extent permitted by the Allotments Acts 1908 – 1950.

Please see attached – Rules Applicable to the keeping of chickens on Allotments.

**Inspections and Maintenance**

The Council will carry out three inspections per year. A report will be submitted to the Finance & Governance Committee for every inspections that takes place. If the plot is not cultivated or is not tidy and free from weeds a warning letter will be issued and the plot holder will be given one month to bring their plot under control. If no improvement is made with in one month the Council will issue a notice of eviction, all eviction notices issued will be reported to either the Finance & Governance Committee or Full Council.

If the plot holder is served with an eviction notice, then the Parish Council will take possession of the plot on the expiry of that notice and the plot deposit will be retained and the Parish Council will not refund any rent to the tenant.

Concessions will be given to plot holders unable to maintain their plot due to ill health or circumstances beyond their control and a reasonable period will be allowed at the discretion of the Clerk/CEO & RFO. Tenants should contact the Parish office to inform them of this at the earliest opportunity.

The Council has a strict no pesticide or herbicide policy which must be adhered to (which is on the Council’s website), information can be obtained from the Climate and Nature Officer regarding alternative substances. Failure to comply with this will result in the immediate termination of the tenancy.

**Plot Management Transfer**

Where another person works the plot with the main tenant and subsequently gives up, the other person can make representation to the Council seeking the Council’s agreement to take over the tenancy. The council will consider such representations on a case-by-case basis and if agreed the tenancy will be transferred.

 The Council will issue tenancy renewals at the end of August and all monies and signed agreements must be received by 1st October. Without a signed agreement the tenant has no right to the plot.

The Council reserves the right to change the allotment rules at any time but will inform the tenants accordingly.

 **Enforcement**

The following enforcement procedure will apply:

1. Informal Warning Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.
2. Formal Warning Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
3. Notice to Quit Tenants who fail to respond to a formal warning within 30 days will be given

notice to quit (evicted).

 Power of eviction In the event of a serious breach of the Tenancy Agreement, the council reserves the right to serve immediate notice to quit, without progression through stage a and b of the procedure

Appendix

**Keeping Chickens**

Under the 1950’s allotment act, allotment holders are allowed to keep hens or rabbits on their plot. The Parish Council have limited this to Chickens only. For the health of the chickens and to reduce the number of rats attracted, the Parish Council have put the following rules in place.

Please remember that two thirds (66.6%) of your plot must be used for growing.

If you have never kept chickens before you must learn how to keep them properly. There is plenty of information on the internet or at your local library. There are already plot holders with chickens who are more than happy to give any advice you may want, if you ask.

You must also look at how much keeping your chickens will cost. There will be the cost of buying your birds and a house and run to keep them in. Then they must have proper food, bedding, feeders, and drinkers. You will need to buy disinfectant suitable for keeping your chicken house clean and products for preventing and controlling parasites. If your animal is ill, you may have vets’ fees to pay as well. If you drive to your allotment every day to see to your chickens, there is the cost of fuel to consider.

**It is not an excuse under animal welfare law to say that you cannot afford to look after your chickens properly.** Think very hard about whether you can afford to keep them first.

**The chickens you keep on your plot must always be kept for your own use and not for any business or profit.** The average family would not need more than 3 or 4 hens.

Cockerels are **not** permitted at any time.

Chickens or Chicks must be purchased from a reputable source that vaccinates them to stop infections

Each chicken needs approximately 2 square feet of space in the hen house and 4 square feet of space in the run.

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 together.

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

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

Perches should be around 3 to 5 cm wide with rounded edges and at the right height for 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. 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.

Hens must have continuous daytime access to open air runs, which, if possible, should be moved regularly to avoid ‘fowl sick’ or muddy conditions that could lead to ill health or discomfort.

There should be overhead cover, such as small trees or a purpose-built shelter which will give the birds protection from the sun but also from bad weather and any possible predators. The birds should be able to always access the shelter, except when the huts are being cleaned

When there is an outbreak of avian flu chickens are required to stay under cover, so some sort of complete cover is required for the run

* All livestock is subject to strict welfare codes enforced by the RSPCA and DEFRA and covered by the Animal Welfare Act.
* You are responsible for the control of vermin.
* The chicken house must be cleaned regularly.
* All necessary fire precautions must be taken.
* All chickens must be inspected at least once a day.
* The tenant must allow the Allotment Officer and/or an animal welfare representative to inspect the chickens at any time.
* The tenant must leave emergency contact details.

**Health**

The chickens need:

* A suitable environment
* A suitable diet.
* The chance to show normal patterns of behaviour
* A place to live with or apart from, animals of their own kind.
* Protection from pain, injury, suffering and disease
* Protection from predators.
* A draught free environment but with adequate ventilation.
* Warmth in the colder months and shade during the summer.
* Perches and roosting areas that are easily accessible to the birds.
* An adequate number of nesting boxes. .
* A surface that allows the chickens to take dust baths.

Any sick or injured chicken must be removed immediately, and the correct and appropriate treatment provided Any national disease prevention and/or control programmes must be adhered to.

Red mite is a real problem to chickens and once you have them in the coop are near impossible to get rid of normally the chicken house requires burning. They like dark conditions in crevices of chicken houses etc. There is a specialist chicken bedding which is treated with pine oil that deters the mite.

If we have good reason to believe that you have failed to meet the needs of the chickens kept on your allotment or caused a nuisance to neighbouring plot holders, we may take steps to end your tenancy.

**Feeding and watering**

Clean fresh water must be available. chickens drink a great deal so water will need filling more often than food. Food and water containers should be kept clean and in good condition. Hen feed and bedding should be stored in vermin proof containers. Plastic containers are not permitted as rats can chew through these very quickly. Enough food should be given to ensure the chickens are properly fed but not too much, as to attract vermin. The chickens should be visited at least once a day. During the winter months make sure that drinking water is not frozen.

**Planning for fire and flood**

Plot holders who keep chickens should plan for what they will do to prevent/deal with:

Fire

All materials that catch light easily, like straw, hay, waste bedding, empty bags, etc must be stored well away from where animals are kept. A way of controlling any small fire - a bucket of water or dry sand should be kept close to the run. The water should be kept topped up and covered to prevent water loss the sand should be covered to keep it dry.

**Outbreak of disease**

From time to time there can be outbreaks of animal diseases that affect your area or even the whole country. The diseases can be quickly passed on by contact and through the air. If you keep chickens, even one or two, it is a good idea to register with the Animal & Plant Health Agency overseen by the Department of Environment, Food & Rural Affairs, although this is a voluntary registration for less than 50 birds. Then, if there is an outbreak of disease, you will be contacted to tell you about it and be given advice on how to deal with it

**Construction of the chicken coup and run**

The Council ask that weld mesh is used in the construction of the run and hen house and that the weld mesh base is dug down into the ground and then covered with soil. The base should be fastened to the side walls with secure fixings to help stop the intrusion of vermin. The lower half of the run should have a double skin e.g., Weld mesh and aviary panels.

The entrance to the house/run must have adequate locks that cannot be easily pushed open.

**When your tenancy ends**

When your tenancy with us ends (and however it ends) you must remove any animal housing that **you have used** on your plot while you have been a tenant. This is to reduce the riskof disease being passed on. If buildings/runs are not removed by the tenant, the Parish Council cancharge the cost of removing them from the deposit or from the tenant.