

POULTRY SITE AGREEMENT

AN AGREEMENT made the **(DATE)** BETWEEN THE TOWN COUNCIL OF GREAT AYCLIFFE in the County of Durham (in this Agreement called 'the Council') of the one part and **(NAME, ADDRESS)** (in this Agreement called 'the Tenant') of the other part.

WHEREBY IT IS AGREED as follows

1. The Council will let and the Tenant will hire from the **(DATE)** and thereafter yearly beginning the 1st January the Allotment Site at Clarence Chare, numbered **(NUMBER)** on the Council's plan.
2. The rent shall be £----- per annum, all or two half payments, is reviewable on an annual basis and shall be payable in advance in January of each year. The first instalment of £----- shall be paid on the signing of this Agreement. Additionally, the tenant will be required to provide a returnable bond of **£50.00** which shall be returned at the termination of the tenancy following a satisfactory inspection of the plot by the authorised officer. Non-resident fees will be applied to tenants moving outside of the Parish boundary, but not exceeding 1 mile from the Parish boundary, at the next due date.
3. **The Tenant Agrees: -**
 - (a) To use the Allotment Plot only for the keeping of poultry. In this case limited to the keeping of hens and cockerels.
 - (b) Not to use the Allotment Plot for the purposes of trade or business.
 - (c) At all times to keep the Allotment Plot clear of weeds and in a good state.
 - (d) Not to cause any nuisance or annoyance to the Council, their other Tenants or local residents.
 - (e) NOT TO UNDERLET, ASSIGN OR PART WITH THE POSSESSION OF THE ALLOTMENT PLOT OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.
 - (f) Not without the written consent of the Council to cut or prune any timber or other trees or to take, sell or carry away any mineral, gravel sand or clay.
 - (g) To keep all land adjoining the Allotment Plot properly cut and trimmed, keep the paths on or adjoining the Allotment Plot properly cleansed and maintained and keep in good repair and condition dividing fences to sites.
 - (h) Not to erect any other building or structure on the Allotment Plot, save for a dividing internal fence to the plot to be constructed from treated posts and galvanised chicken wire and save for an appropriate feed storage container where necessary.
 - (i) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Plot or for a fence adjoining public open space or private property.
 - (j) Tenants will ensure the welfare of the stock kept on the Plot at all times. (Welfare is defined as ensuring the well being of stock through the provision of an environment and management system that minimises the risk of stress which could result in harm to the bird. This encompasses such things as

having equipment, feed, water, vaccination, by hygiene controls and bird management).

Specifically:-

- (i) Hens must have continuous day time access to open air runs.
- (ii) The ground to which the hens have access is mainly covered with vegetation. The two paddocks must be managed to ensure continuous vegetation, through rotation. Re-seeding should be undertaken as necessary to ensure this.
- (iii) Maximum density (numbers) per plot will be 1 animal per 10 square metres.
- (iv) Buildings have been provided on the basis of the above numbers, no modification to the interior of the building will be permitted.
- (v) Bell type or bucket type drinkers will be provided to ensure a supply of clean fresh water.
- (vi) An inspection must be made at least once per day to include the checking of birds for disease/distress along with the provision of sufficient food and water.
- (vii) All necessary cleaning of poultry huts will take place together with minimising the attraction of rodents.
- (viii) Tenants will ensure necessary vaccination/medication is given to prevent or treat stock suffering from disease. Necessary notification will be given in the case of certain infectious diseases as identified by a veterinary practitioner.

4. **The Council will:-**

- (a) Provide a poultry site of approximately 280 sqm.
- (b) Provide and maintain the poultry hut.
- (c) Provide and maintain all external fences and gates.
- (d) Provide a six weekly inspection service to the site.

5. (a) The Tenancy of the Allotment Plot hereby granted shall terminate on the death of the tenant.

(b) Either the Council or the Tenant may determine the tenancy of the Allotment Plot by giving to the other not less than three calendar months notice in writing.

(c) The Council may also terminate the tenancy of the Allotment Garden and resume possession thereof:-

- (i) If the rent is in arrears for forty days whether legally demanded or not; or
- (ii) If the Tenant fails to observe his obligations under this Agreement or if he becomes bankrupt or compounds with his creditors; or
- (iii) If the land is required for building or other development purposes provided that if the Council resume possession for such purposes they shall pay to the Tenant fair and reasonable compensation in accordance with the provisions of the Allotments Acts.
- (iv) If in the opinion of the Council the poultry on the site is ill or in distress.

6. The Council or any person authorised by them may at any time enter the Allotment Plot for the purpose of inspection of poultry or laying, constructing, repairing or maintaining any pipes, mains, cables or other services over, under or across the land but in so doing shall make fair compensation to the Tenant for any loss which he suffers thereby.
7. On cancellation or termination of the tenancy, the tenant must remove all equipment from the site within 7 days, any equipment not removed will be deemed the property of Great Aycliffe Town Council.

General Data Protection Regulation

The information on this form will be held and used for administrative purposes e.g. contact in the event of a problem, chase up outstanding payments etc. This is a condition of the tenancy. Under the provisions of GDPR, your personal data will be treated in a secure and confidential manner and will not be kept for longer than necessary. If you have any questions about the personal information that we hold about you or wish to exercise your relevant rights under the GDPR, please contact The Data Information Officer, at The Council Offices, School Aycliffe Lane, Newton Aycliffe DL5 6QF, or by email at info@great-aycliffe.gov.uk. You can view our full privacy notice at www.great-aycliffe.gov.uk/council-democracy/data-protection

AS WITNESS the hands of the parties.

For and on behalf of the
GREAT AYCLIFFE TOWN COUNCIL

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POSITION Administration Assistant

Signed by the Tenant