



MORPETH TOWN COUNCIL
ALLOTMENT RULES & REGULATIONS

Morpeth Town Council- Allotment Letting Policy

Content	Page	
Summary	3	
Purpose	3	
Scope	3	
Definition of an Allotment Garden		
Equality and Diversity	3	
Policy	3	
Section 1	Age and Residency for Allotment Tenancies – Allocation	3
Section 2	Buddies (Co-workers / Plot Partners)	4
Section 3	Rent - Pro-rata Rents	5
Section 4	Use of Land	5
Section 5	Cultivation	5
Section 6	Use of Chemical Sprays and Fertilisers	6
Section 7	Nuisance	6
Section 8	Restriction on Assignment.	6
Section 9	Vehicles	6
Section 10	Trees, Shrubs and Materials	6
Section 11	Hedges, Fences, and Boundary Features	6
Section 12	Buildings and Structures	7
Section 13	Barbed Wire	7
Section 14	Restrictions on Cropping	7
Section 15	Depositing Refuse / Disposal of Rubbish	7
Section 16	Bonfires / Burning Rubbish	7
Section 17	Dogs	8
Section 18	Livestock	8
Section 19	Bee Keeping	8
Section 20	Not to Display Advertisements	9
Section 21	Inspection	9
Section 22	Termination of Tenancy	9
Section 23	Serving of Notices.	9
Section 24	Change in circumstances	9
Section 25	Ponds/pools	9
Section 26	Children	9
Section 27	Failure to Comply	10
Section 28	Legal Obligations	10
Section 29	Special Conditions	10
Section 30	Enforcement	10
Section 31	Power of eviction	10
Section 32	Amendment of these rules	10
Contact Details	10	
Appendix 1	Rules Applicable to the Erection of Sheds, Greenhouses and other Structures on an Allotment Garden	11
Appendix 2	Rules Applicable to the Keeping of Hens on Allotment Gardens	13
Appendix 3	Application Form for Permission to Keep Bees and Site Hives on an Allotment Garden.	18

Summary

Morpeth Town Council (MTC) is the Freeholder of the allotment gardens at Allery Banks, East Greens and Middle Greens (together known locally as Middle Greens Allotments) , Duncan Gardens, St. Mary's Field, Wellwood Gardens, Abbots Way and Tommy's Field which is managed by an Association.

Allotments are an important asset, providing a wide range of benefits to both communities and the environment. They are not just a way of producing good and low cost food, though this remains important. They offer recreation involving healthy exercise, social contacts and the fun and challenge of growing a variety of fruit, vegetables and flowers.

Purpose

These procedures seek to encourage and increase the use of allotments for existing and future plot holders. It puts in place a framework to develop and manage allotments in partnership with users. The procedures will:

- encourage the uptake of allotments
- seek to improve the standard of the allotments
- evaluate the benefits derived from allotments

Scope

To ensure the lettings procedures are applied to the correct type of sites it will be necessary to categorise those sites which fall within the procedures, i.e. it would not be fair or indeed practical to attempt to apply the rules to sites which cannot be cultivated.

Definition of an Allotment Garden

Section of the Allotment Act 1922 defines the term "allotment garden" as "an allotment not exceeding 40 poles [1011.72m²] in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family."

Equality and Diversity

The MTC is committed to compliance with the Equality Act 2010.

1. Age and Residency for Allotment Tenancies

MTC will only grant new allotment garden tenancies to people living within the administrative boundary of Morpeth Town Council and who are a minimum of age 16 years (Parent or guardian signature required on tenancy agreement up to the age of 18 years). Proof of residency (i.e. drivers licence, addressed utility bill, bank or credit card statement) may be required. The allotment garden will normally be held in one name at a time, but joint tenancy agreements for residents of different addresses within the Morpeth Town Council boundary are possible; however, both tenants will be jointly and severally liable for all aspects of the tenancy agreement.

Once a tenant permanently moves out of the Council boundary s/he will be required to give up the tenancy of their allotment garden. Existing tenants who already live outside of Morpeth will be allowed to retain their allotment garden until they vacate in the future.

Allocation

Allotments will be offered on a “first come, first served” basis and a waiting list will be held by MTC as necessary.

Individuals will be placed on the list in date order upon receipt of a completed application form.

When a plot becomes vacant, a formal offer will be made to the person at the top of the list. Should the person at the top of the list decline more than one offer of a plot of the type identified on their application form they will be removed from the list. Such a person will be entitled to re-apply to be placed on the list; however, it will be the new application date that subsequently determines their position on the list.

It is the responsibility of all applicants to keep MTC informed of any change in their personal details. MTC will periodically write to those on waiting lists to ensure details are correct and that an individual wishes to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

Tenancy will be restricted to one plot per tenant.

MTC reserves the right not to grant an allotment garden tenancy where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues.

2. Buddies (also known as Co-workers / Plot Partners)

A Buddy is someone who assists the allotment garden tenant with the maintenance of an allotment garden. However, buddies have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to Buddies is not permitted and the tenant must still have a regular involvement in the maintenance of the allotment garden. The tenant will always be responsible for the maintenance of the plot even if he or she chooses to nominate a Buddy.

Buddies must be residents of Morpeth and the tenant of a garden allotment plot is required to register any “allotment garden Buddy” with MTC. The tenant is responsible for the Buddy and must inform MTC of buddy arrangements by submitting an Allotment Buddy Agreement; this must be signed by both the tenant and the Buddy. Buddies will be subject to the same approval procedures as a tenant. A tenant may register up to two buddies.

Buddies are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the tenancy. The tenant therefore is responsible for the buddy’s actions at all times and both tenant and buddy would have to vacate the plot if the tenancy was terminated by MTC. It is the responsibility of the buddy to make themselves aware of, and comply with, the allotment tenancy rules.

Transfer of tenancy to Buddies will be considered on application with a registration period of no less than 3 years expected except in the case of unforeseen changes in the circumstances of the Tenant (such as, but not exclusively, death, infirmity or permanent disability which precludes the Tenant

working their plot). Consideration would have to be made in such cases whether the plot could be offered to the person at the top of any waiting list. In the case where a Buddy wishes to seek tenancy transfer and they are registered on more than one plot, they can only seek tenancy on one plot notified in writing to MTC.

The tenant may terminate a buddy agreement at any time.

3. Rent

Allotment garden rent is payable in advance to the MTC on the first day of April each year without any deduction, and throughout the continuation of the allotment garden tenancy. The rent invoice must be paid in full within 30 days of receipt after which period MTC can legally give 30 days' notice to quit for non-payment or any shortfall in payment. Allotment garden rents will be reviewed each year and may be adjusted immediately without prior notice.

Pro-rata Rents

Full rent will be payable up to and including March in each year. For plots taken up after March rents will be pro-rata based on the remaining full months left to run to 31 March. (Allotment garden rent ÷ 12 months x remaining full months to end of March). No charges will apply for plots taken after the 30 November for the final four months of the year.

4. Use of Land

The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and this lettings policy. **Any business use is strictly prohibited.**

5. Cultivation

Tenants must keep their allotment plots clean, tidy, in a reasonable state of cultivation and fertility and in good condition. **A minimum of 75%** of the total allotment plot area (including the area taken up by structures on the allotment) should be cultivated – that is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. The remaining 25% of the allotment area is to be kept tidy and any structures on this area maintained in good order. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots. Tenants must not cause a nuisance to other plot holders by allowing weeds to seed. The tenant will be responsible for dealing with any moles which enter their plot. The Tenant will share joint responsibility for maintaining paths and hedges running adjacent to or within their allotment with neighbouring tenants. Hedges which cast shadow upon neighbouring plots must not be allowed to become overgrown and be kept below 1.8m in height as measured from the side in shadow.

6. Use of Chemical Sprays and Fertilisers

The tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Spraying should only take place when conditions are still and calm. Only products approved for domestic use are permitted. Commercial products are prohibited.

7. 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 MTC or used by the owners or occupiers of any adjoining or neighbouring property or to the general public.

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. The same will apply if in the reasonable opinion of MTC the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property.

8. Restriction on Assignment

The tenant may not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

9. Vehicles

The allotment garden tenant must not bring or place any vehicle, caravan, and trailer or vehicle parts onto the allotment garden. **Tyres must not be brought onto allotment garden sites.**

10. Trees, Shrubs and Materials

The tenant may not, without the written consent of MTC, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay. Please contact the MTC Allotment Officer if any mature trees need attention. Issues concerning trees on the allotment site boundary will be referred to NCC. No ornamental or forest trees or shrubs should be planted on the allotment garden. See restrictions on Cropping below for advice on fruit growing.

11. Hedges, Fences, and Boundary Features

The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1½ metres except where the boundary follows the allotment site perimeter in which case the maximum height will be 2 metres. Tenants are to keep all drainage ditches properly cleansed and maintained and keep in good repair any existing boundary fences and gates on the allotment garden. The tenant must not, without the written consent of MTC, erect any fence whatsoever sub- dividing any allotment garden. Allotment garden plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s). Rubbish must not be piled against fences as this can cause them to lean or rot, and impedes any maintenance. Any boundary disputes should be referred to MTC to determine.

12. Buildings and Structures

The default position is that planning permission is required for all permanent structures including both sheds and polytunnels. Permission for the erection of any structure must be sought from MTC, and plans showing location, area and height must be submitted. Normally the Town Council will apply its permitted development rights if favour of any structure that is:

- Proportionate in scale to the plot
- Does not present a potential hazard in terms of stability to other allotment holders or the general public
- Does not present a loss of amenity to other allotment-holders or the general public, and
- Can be readily removed such that the allotment is returned to its original condition

Please also see Appendix 1 – Rules for the construction of sheds and other structures, pages 11 – 12.

13. Barbed Wire

The tenant of an allotment garden must not use barbed wire or razor wire for a fence adjoining any path set out by MTC or on any perimeter boundary of the Allotment Gardens.

14. Restrictions on Cropping

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock, and should be sited where they will not create an obstacle or nuisance to others as they grow.

No more than 30% of allotment holder's total land (by area) may be given over to fruit trees and the plot holder must ensure that the surrounding areas are kept weed free and neatly mown if grassed.

15. Depositing Refuse / Disposal of Rubbish

The tenant is responsible for disposing of all rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment garden site, (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any refuse or decaying matter in the hedges or ditches adjoining the land. Tenants must not add to any illegal rubbish dumped on the site. The use of old carpets as a weed suppressant is prohibited on any allotment garden. As a temporary measure, polythene sheeting or cardboard may be used. Kitchen waste such as cooked food, meat, and cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

16. Bonfires / Burning Rubbish

Allotment plot bonfires are not prohibited and there is no legal requirement about the time they may be lit; however, under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic. Smoke from bonfires can be annoying to neighbours, ruining their enjoyment of their garden. Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems. Causing a nuisance in this way could lead to the Principle Authority, Northumberland County Council taking action by serving an Abatement Notice to prohibit the nuisance under section 80 of the above Act. It could also lead to the termination of tenancy.

In general:

- Keep bonfires to a minimum.

- Do **not** burn household rubbish, tyres, plastic or foam materials or similar as many of these give off toxic fumes and dense smoke. Remember, it is illegal to burn commercial waste or rubbish from a business on an allotment.
- Only have a bonfire if it does not affect neighbours and nearby residents (be aware of wind direction).
- Do **not** allow it to burn overnight.
- Never leave a bonfire unattended. If you're leaving the plot, put it out.
- Do not damp down.
- Always have quick burning fires, using dry materials, and allow it to burn out whilst you're still present on site.
- Be ready to put the fire out if you receive any complaints.

17. Dogs

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash. Dog owners must pick-up and appropriately dispose of dog waste off site.

18. Livestock

The tenant must not, without the written consent of MTC, keep any animals, hive bees or livestock of any kind on the land, except for hens and rabbits to the extent permitted by the Allotments Acts 1908 - 1950. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must comply with any animal husbandry conditions laid down by the Council and government agencies. Further details are available from the Department of Environment, Food and Rural Affairs (DEFRA) website.

Any part of the allotment garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of MTC and should not reduce the area of the allotment under cultivation to less than 75% (see Rule 5). MTC may permit up to a maximum of 6 hens and 6 rabbits on any single plot subject to conditions.

Please see attached – Rules Applicable to the keeping of hens on Allotments Gardens pages 13 – 16.

19. Bee Keeping

Although the keeping of honey bees cannot be granted automatically, MTC will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing using our beekeeping application form, see Appendix 3, and we will then carry out limited consultations on site. Each application will be determined on its own merits. MTC recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies.

20. Not to Display Advertisements

The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, placard, advertisement or writing of any kind, other than the plot letter or number.

21. Inspection

The tenant will permit the representative of MTC as Landowner or other MTC appointed agent to enter on to the allotment garden at any time to inspect its state and condition.

22. Termination of Tenancy

The tenant must hand back to MTC vacant possession of the allotment garden on the determination of the tenancy, in a condition consistent with the due performance by the tenant of the provisions of these rules.

Any tenant giving up their allotment must inform MTC of their intention in writing.

23. Serving of Notices

Any notice may be served on a tenant either personally or by leaving it at their last known address or by registered letter or by recorded delivery addressed to the tenant or posting at the entrance of the tenant's plot.

24. Change in circumstances

MTC must be kept informed of any change of address or other contact details. If MTC is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant. Tenants who are unable to work their plot as a result of illness or have other reason for a long absence are advised to keep MTC informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit.

25. Ponds/ Pools

Tenants who have a pond or pool on their allotment garden are responsible for the safe maintenance of it and for providing and maintaining safe surroundings for accident prevention.

26. Children

Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

27. Failure to Comply

Allotment garden sites and plots will be regularly inspected by MTC representatives. Tenants who fail to comply with this lettings policy will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings and ultimately MTC has the power to give tenants Notice to Quit as per the allotment garden tenancy agreement between the MTC and allotment garden tenant.

28. Legal Obligations

The tenant of an allotment garden must at all times observe and comply fully with all laws / regulations.

29. Special Conditions

The tenant of an allotment garden must observe and perform any other special conditions MTC considers necessary to preserve it from deterioration of which notice is given to applicants for the allotment garden in accordance with these rules.

30. Enforcement

The following enforcement procedure will apply:

- a) Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted with a First Notice of Improvement and requested to address issues of non-compliance.
- b) Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning – A Second Notice of Improvement.
- c) Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

31. Power of eviction

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

32. Amendment of these rules

The MTC reserves the right to amend these rules.

Contact details

Website: <http://www.morpeth-tc.gov.uk>

Email: terry.garnick@morpeth-tc.gov.uk

Tel: 07940 094941

Appendix 1

MTC Rules Applicable to the Erection of Sheds, Greenhouses and other Structures on an Allotment Garden

The default position is that planning permission is required for all permanent structures including both sheds and polytunnels. MTC has permitted development rights, but the individual tenants do not.

These rules indicate the expectations of MTC when it determines whether to extend its permitted development rights to a given proposed structure.

1) Specification for Sheds, Greenhouses and Compost Containers.

2) Sheds, Greenhouses and Polytunnels

A plot holder may be allowed to erect a single shed and either a greenhouse or a polytunnel on their plot, but application must be submitted through MTC. Applications should include scale drawings of the proposed structure showing size and context in relation to the allotment, neighbouring allotments, neighbouring water courses, any nearby offsite features and the topography of the site. Regardless, tenants must meet the following guidelines:

Large wagon bodies or big metal containers are no longer allowed to be brought onto allotment gardens. Where clear evidence can be provided by existing owners that containers have been on an allotment garden for some years previously MTC will consider granting an exemption, but this will be entirely at MTC's discretion based on the location, plot history and any evidence provided.

Any existing pigeon lofts may remain, but no new ones may be constructed without seeking prior approval from MTC. Written advice should be sought prior to any planned major refurbishment of existing pigeon lofts. The allotment garden holder will be entirely responsible for seeking planning permission where required and any associated costs involved.

Sheds should be used solely for storing materials for use on the allotment garden. Because of the risk of break-ins, it is not advisable to store any valuable items in wooden sheds. Tenants are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover. The allotment garden holder will be entirely responsible for seeking planning permission where required and any associated costs involved.

3) Dimensions

Normally the maximum size of shed (or greenhouse) permitted is 10' x 8' (approx 3m x 2.5m) and for polytunnels is 20' x 10' (approx 6m x 3m).

Polytunnels may not be erected without approval, which should be sought through MTC.

4) Construction

- a) Metal - Approved manufactured design
- b) Timber - Approved manufactured design. Self-constructed of clean sawn woods. Cladding of planed soft wood, cedar wood, shiplap or weather boarding.
- c) Glazing - Glazing in greenhouse must be with glass or horticultural P.V.C. materials. Non-horticultural polythene or P.V.C is not permitted.
- d) Roof - To be laid on purlins. Rigid corrugated plastic is permitted on sheds. Proper guttering may be fitted, leading to a water butt or tank which must be sunk into the ground or made stable by any other means.
- e) Finish – Are to be painted a sympathetic colour or treated with a suitable wood preservative at three yearly intervals. The greenhouse may be painted white and aluminum paint may also be used.

5) Siting

- a) Where possible at the rear of the plot.
- b) No permanent foundations are to be laid. The shed or greenhouse may be supported on temporary foundations not exceeding 9" (0.229 metres) in height and laid dry.
- c) No additions or extensions are permitted without prior approval. The roof, sides and surrounding areas must be kept clear and tidy at all times.
- d) All sheds, greenhouses and water containers must be kept in good condition at all times.
- e) A gap of at least 2' (60cm) should be left between any structure and the boundary fence of any private garden abutting the allotment garden.

6) Compost Containers

- a) Construction - Wood or mesh or of an approved manufactured design.
- b) Siting - Where possible at the rear of the plot.

Appendix 2:

MTC Rules Applicable to the Keeping of Hens on Allotment Gardens

1) General

MTC Rules only permit hens and rabbits to be kept on allotment gardens. For the purpose of these guidelines, poultry specifically means hens. Cockerels are not permitted. No more than **6 hens** may be kept on a plot.

Allotment garden holders who currently keep other types of fowl, such as ducks, geese, quail etc., may be allowed to keep them on site if they can provide evidence to MTC that they have been on site for some years without complaint, or they have documentary evidence that they have previously been granted permission from MTC to keep them.

The Allotment Acts 1908 – 1955 only refer to the keeping of hens, (but excluding cockerels), and rabbits. Section 12 of the 1950 Allotment Act states that “it shall be lawful for the occupier of any land to keep, otherwise than by way of trade or business, hens or rabbits in any place on the land and to erect or place and maintain such buildings or structures on the land as are reasonably necessary for that purpose: Provided that nothing in this subsection shall authorise any hens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment.”

Situations where MTC may refuse to allow hens to be kept would include within 50m of a dwelling.

Poultry may be kept in a wide variety of conditions ranging from “free-range” to environmentally controlled systems.

Whatever the system, the most important factor is the welfare of the animals themselves which would include;

- 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; and Emergency arrangements in the event of fire, flood, electrical failure.

2) Allotment Garden Sites

The following conditions will apply;

a) The Allotment Garden Tenant

This person will be experienced in the overall keeping and management of poultry. The larger the flock of birds the greater the skills required, particularly in respect of recognising distress or disease and taking appropriate remedial action. The allotment garden tenant is encouraged to read the

'Code of Recommendations for the Welfare of Livestock – Laying Hens' from the Department of Environment, Food and Rural Affairs (DEFRA) website.

Animal Welfare Act 2006

Not only is it against the law to be cruel to an animal, you must also ensure that all the welfare needs of your animals are met.

These include the need:

- For a suitable environment (place to live)
- For a suitable diet
- To exhibit normal behaviour patterns
- To be housed with, or apart from, other animals (if applicable) To be protected from pain, injury, suffering and disease

Anyone who is cruel to an animal, or does not provide for its welfare needs, may be banned from owning animals, fined up to £20,000 and/or could be sent to prison.

b) Accommodation

This should provide proper shelter from the elements and, as appropriate, a means of exercise which may be extended by the provision of wire fenced well drained runs. A means of access to the shelter must be available to the poultry at all times, except where cleaning and disinfection etc., is being carried out. Any shelter should permit the allotment garden tenant to stand and inspect the birds. The accommodation will require regular cleansing and disinfection and all litter etc., needs to be disposed of in secure containers or located well away from any shelter or run. Nest boxes, roosting areas and perches must be properly located. Floors shall be provided of wooden construction. All exercise runs shall be escape and predator proof.

c) Ventilation

Circulation of fresh air should be provided by means of doors or other apertures. Birds should be protected from draughts and it is recommended that the accommodation/shelter entry faces due south. During hot weather, particularly warm humid conditions, all birds must have access to a well drained exercise area. In certain cases shading may be required.

d) Lighting

Poultry must have access to a minimum of 8 hours daylight during any day.

e) Feeding and Watering

Fresh water must be available at all times and all equipment kept clean and in good order. Feed should be kept in vermin proof containers. Any diet must be properly balanced for the type of bird and given in sufficient amounts to ensure the proper well being of the animals. The risk of drinking water freezing during winter months must be considered.

f) Stocking Rates

All poultry must be able to stand, turn round and stretch their wings, and have sufficient space to perch or sit down without interference from other birds. The stocking rate will not only be dependent upon the ability of the allotment garden tenant, but also the type of poultry kept. In general but not exclusively, the following shall apply:-

Hens – A survey of each allotment is to be made and the number of hens for that plot, up to a maximum of 6, will be determined and may not be exceeded. All poultry must have access to a free draining exercise area proportional to the number of hens and will be taken into account when determining the number of permissible hens.

g) Fire Precautions

Plans for dealing with fire should be made. All inflammable materials i.e. straw, waste litter and empty bags must be stored well away from poultry accommodation and exercise areas. A means of controlling any small fire should be available and the allotment garden tenant's (or deputy) emergency telephone number and contact address known to MTC.

h) Frequency of Inspection

All birds must be inspected at least twice daily. The allotment garden tenant must allow the Council's animal welfare representative to inspect the poultry at any time.

i) Contact

The name and telephone number of the allotment garden tenant or his/her contact details must be made known and kept up-to-date. The tenant must provide a contact who will be responsible for the welfare of livestock if they are absent from the area for more than 24hours.

j) Disease Control

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

k) Cleansing and Disinfection

The accommodation and associated equipment should be regularly cleaned and disinfected. It is advisable to de-stock sites and allow a minimum seven days rest period. Only good quality litter originating from premises where poultry are not kept should be used.

l) Transport

Any container used to transport poultry should be clean, in good repair and of a type suitable for the type of bird to be moved. All birds must be handled with due care. The Welfare of Animals (Transport) (England) Order 2006 lays down provisions with regard to the loading, transport and unloading of poultry.

m) Improvement Notice

Where it is deemed necessary, in the interest of the welfare of any bird kept, to effect improvements to the accommodation or overall management of a site, Notice will be served accordingly. In certain circumstances immediate rectification may be directed.

n) Other General Points

Land on which birds are kept may become 'fowl-sick'. The time this may take will depend upon stocking rates, soil type and drainage. Muddy conditions will lead to ill-health and discomfort for the birds.

In addition:

- Precautions to protect against foxes, dogs, cats, rodents and other predators must be taken.
- No poultry may be kept for the purpose of fighting
- No poultry may be kept within 50m of a dwelling
- No poultry shall be a nuisance to residents and others who seek enjoyment from the environment in which they live or work
- Dead birds must be disposed of in accordance with the Animal By- Products Regulations 2005.
- The principle of "reasonableness" should be adopted by tenants in respect of the size, type and location of their plot when intending to apply to keep livestock.
- MTC reserve the right to consult with other Agencies in any matter of concern relating to the environment, public or animal health.

Application to Keep Hens on an Allotment

Full Name

Address

Post Code

Telephone No:

Mobile Phone No:

Email address:

Allotment Plot:

I wish to apply to keep livestock on the above allotment.

I intend to keep (number) of (type) .

The live stock will be housed as follows: (please detail housing/enclosure information including dimensions. A plan drawing should be included on a separate sheet)

Signed

Date:

Tenant

This application is granted for and on behalf of MTC

Signed:

Date:

Print Name

Appendix 3:

Application to Keep Bees on an Allotment

Full Name

Address

Post Code

Telephone No:

Mobile Phone No:

Email address:

Allotment Plot:

BBKA membership No (if applicable):

Local Bee Keepers Association:

Conditions of Application:

Allotment Tenants have a duty as part of the General Terms and Conditions not to cause a nuisance to others. Tenants with permission to keep bees on an allotment site must take all reasonable measures to minimise potential nuisance.

Tenants intending to keep beehives are to present proof of insurance to MTC before introducing bees.

Hives shall be placed with an entrance so that the flight path shall not cause inconvenience to any other plots or drives, buildings and gates, and ideally should be located towards the centre of a plot, unless the plot is on a site boundary.

Beekeepers shall ensure that bees are encouraged to rise in excess of 6 feet before leaving the plot by the use of screening which could be natural hedging, wooden fencing or fine plastic/wire mesh screening.

Beekeepers shall ensure that the flight path of low flying bees is not directly across other plots.

Beekeepers shall have sufficient knowledge and experience to know how to deal safely with swarming, which is a natural phenomenon.

Hives shall be inspected by the beekeeper a minimum of once per week during the swarming season (April to July), but appropriate attention shall be paid throughout the year.

If swarming does occur, nearby Tenants shall be reassured that the swarm will settle within an hour or so.

The allotment Tenant shall ensure that a suitably alternative and knowledgeable beekeeper is available to inspect the hives at least weekly during the crucial swarming period if the Tenant is for any reason unable to inspect hives themselves.

Beekeepers shall be aware of the correct first aid treatment for stings and should offer advice to any other Tenant. A weatherproof notice stating the address of the allotments and a GPS position should be displayed close to the entrance of the allotment on which beehives are kept in the event an ambulance is required on site.

Hives should not be worked when there are Tenants working within 20 metres on nearby plots.

Beekeepers shall provide a source of water on their plot for the bees.

I, the above named, apply for permission to maintain bee hives on the aforementioned allotment and agree to meet the conditions stated in this application.

Signed

Date:

Tenant

This application is granted for and on behalf of MTC

Signed:

Date:

Print Name

MTC /Terry Garnick – Allotment Officer

MTC Tenancy Agreement (Tenant Copy)

Full Name

Address

Post Code

Telephone No:

Mobile Phone No:

Email address:

Allotment Plot:

I, the above, have received, read and understood the Morpeth Town Council Allotment Rules and Regulations dated 1st March 2019. I agree to abide to its conditions and to the decisions of the Landlord (Morpeth Town Council) and MTC Committee in the matters of applications or disputes.

Signed:

Date:

MTC Tenancy Agreement (MTC Copy – please complete and return this copy to the MTC)

Full Name

Address

Post Code

Telephone No:

Mobile Phone No:

Email address:

Allotment Plot:

I, the above, have received, read and understood the Morpeth Town Council Allotment Rules and Regulations dated 1st March 2019. I agree to abide to its conditions and to the decisions of the Landlord (Morpeth Town Council) and MTC Committee in the matters of applications or disputes.

Signed:

Date:

Received by MTC: